

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

\* \* \* \* \*

MINH NGUYET LUONG,

Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT  
COURT OF THE STATE OF NEVADA, IN  
AND FOR THE COUNTY OF CLARK, AND  
THE HONORABLE DAWN THRONE,  
DISTRICT COURT JUDGE,

Respondents,

and

JAMES W. VAHEY,

Real Party in Interest.

S.C. No.: Electronically Filed  
Apr 08 2022 09:26 a.m.  
Elizabeth A. Brown  
D.C. Case No.: Clerk of Supreme Court

**PETITIONER'S  
APPENDIX**

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171.	Guardian Ad Litem Report	12/6/2021	AA003467 - AA003474
172.	Notice of Appeal	12/8/2021	AA003475 - AA003481



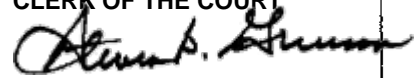
173.	Notice of Entry of Stipulation and Order	12/13/2021	AA003482 - AA003490
174.	Scheduling Order and Order Setting Civil Non-Jury Trial	12/12/2021	AA003491 - AA003493
175.	Stipulation and Order for Guardian Ad Litem	12/13/2021	AA003494 - AA003499
176.	Defendant's Exhibit Appendix in Support of December 16, 2021, Return Hearing	12/15/2021	AA003500 - AA003512
177.	Supplement to Order from November 12, 2021 Hearing	1/31/2022	AA003513 - AA003516
178.	Notice of Entry of Supplement to Order from November 12, 2021 Hearing	2/1/2022	AA003517 - AA003523
179.	Guardian Ad Litem Report	2/2/2022	AA003524 - AA003527
180.	Declaration of James W. Vahey Regarding Case Status	2/5/2022	AA003528 - AA003537
181.	Defendant's Exhibit Appendix in Support of February 8, 2022, Return Hearing	2/7/2022	AA003538 - AA003564
182.	Defendant's Supplement and Response for the February 3, 2022, Return Hearing	2/7/2022	AA003565 - AA003587
183.	Transcript of Hearing Held on February 8, 2022	2/8/2022	AA003588 - AA003609
184.	Notice of Entry of Order from December 16, 2021 Hearing	2/15/2022	AA003610 - AA003619
185.	Order from December 16, 2021 Hearing	2/15/2022	AA003620 - AA003628
186.	Notice of Hearing	3/15/2022	AA003629 - AA003630
<b>VOLUME XIX</b>			

187.	Appendix of Exhibits in Support of Plaintiff's Emergency Motion for Order for Plaintiff to Participate in the Turning Points for Families Program with Minor Children, for Defendant to be Solely Responsible for the Costs Associated with the Program, and for Related Relief	3/15/2022	AA003631 - AA003700
188.	Plaintiff's Emergency Motion for Order for Plaintiff to Participate in the Turning Points for Families Program with Minor Children, for Defendant to be Solely Responsible for the Costs Associated with the Program, and for Related Relief	3/15/2022	AA003701 - AA003715
189.	Notice of Entry of Order Shortening Time	3/17/2022	AA003716 - AA003720
190.	Ex Parte Motion for Order Shortening Time on Plaintiff's Emergency Motion for Order for Plaintiff to Participate in the Turning Points for Families Program with Minor Children, for Defendant to be Solely Responsible for the Costs Associated with the Program, and for Related Relief	3/17/2022	AA003721 - AA003727
191.	Receipt of Copy	3/18/2022	AA003728 - AA003729
192.	Defendant's Exhibit Appendix in Support of Opposition to Plaintiff's Emergency Motion for Order for Plaintiff to Participate in the Turning Points for Families Program with Minor Children, for Defendant to be Solely Responsible for the Costs Associated with the Program, and for Related Relief and Countermotion to Hannah to be Interviewed, for the Immediate Return of Matthew to Minh, and for Attorney's Fees and Costs	3/20/2022	AA003730 - AA003790

193.	Defendant's Opposition to Plaintiff's Emergency Motion for Order for Plaintiff to Participate in the Turning Points for Families Program with Minor Children, for Defendant to be Solely Responsible for the Costs Associated with the Program, and for Related Relief and Countermotion to Hannah to be Interviewed, for the Immediate Return of Matthew to Minh, and for Attorney's Fees and Costs	3/20/2022	AA003791 - AA003824
<b>VOLUME XX</b>			
194.	Defendant's Exhibit Appendix in Support of Opposition to Plaintiff's Emergency Motion for Order for Plaintiff to Participate in the Turning Points for Families Program with Minor Children, for Defendant to be Solely Responsible for the Costs Associated with the Program, and for Related Relief and Countermotion to Hannah to be Interviewed, for the Immediate Return of Matthew to Minh, and for Attorney's Fees and Costs	3/21/2022	AA003825 - AA003885
195.	Defendant's Opposition to Plaintiff's Emergency Motion for Order for Plaintiff to Participate in the Turning Points for Families Program with Minor Children, for Defendant to be Solely Responsible for the Costs Associated with the Program, and for Related Relief and Countermotion to Hannah to be Interviewed, for the Immediate Return of Matthew to Minh, and for Attorney's Fees and Costs	3/21/2022	AA003886 - AA003922
196.	Transcript of Hearing on Monday, March 21, 2022, Before the Honorable Judge Dawn R. Throne	3/21/2022	AA003923 - AA003979

1

1



1 COMD  
2 THE DICKERSON KARACSONYI LAW GROUP  
3 ROBERT P. DICKERSON, ESQ.  
4 Nevada Bar No. 000945  
5 SABRINA M. DOLSON  
6 Nevada Bar No. 013105  
7 1745 Village Center Circle  
8 Las Vegas, Nevada 89134  
9 Telephone: (702) 388-8600  
10 Facsimile: (702) 388-0210  
11 Email: info@TheDKlawgroup.com

12 Attorneys for Plaintiff

13 DISTRICT COURT  
14 FAMILY DIVISION

15 CLARK COUNTY, NEVADA

16 JAMES W. VAHEY,

17 Plaintiff,

18 v.

19 MINH NGUYET LUONG,

20 Defendant.

21 CASE NO. D-18-581444-D  
22 DEPT NO.

23 Department H

24 COMPLAINT FOR DIVORCE

25 COMES NOW Plaintiff, JAMES W. VAHEY ("JIM" or "Plaintiff"),  
26 and as and for his Complaint for Divorce against the Defendant, MINH  
27 NGUYET LUONG ("MINH" or "Defendant"), alleges as follows:

28 I.

JIM is, and for more than six weeks immediately preceding the  
commencement of this action and the verification and filing of this  
Complaint has been, an actual bona fide resident and domiciliary of the  
County of Clark, State of Nevada, and during all of said period of time  
JIM had and still has the intent to make the State of Nevada his home,  
residence and domicile for an indefinite period of time.

VOLUME I

AA000001

1 II.

2 JIM and MINH were duly and legally married in Henderson, Clark  
3 County, Nevada, on June 6, 2006, and ever since said date have been and  
4 are now husband and wife.

5 III.

6 The parties have three (3) minor children the issue of their marriage,  
7 namely, Hannah Vahey, born March 19, 2009, Matthew Vahey, born  
8 June 26, 2010, and Selena Vahey, born April 4, 2014 (sometimes  
9 collectively referred to in this Agreement as the “children” and individually  
10 referred to as a “child”); the parties have no other minor children, no  
11 adopted minor children, and MINH is not pregnant.

12 IV.

13 The parties are fit and proper persons to have joint legal and physical  
14 custody of their minor children.

15 V.

16 The Court should order each party to contribute to the support of  
17 their minor children in accordance with Nevada law. The Court also  
18 should order each party to pay one-half ( $\frac{1}{2}$ ) of at least the following  
19 expenses relating to their minor children: medical insurance for the  
20 children, any medical expenses not covered by such medical insurance, all  
21 costs and expenses relating to the children’s elementary and secondary  
22 education, and the children’s extra-curricular activities.

23 VI.

24 On or about June 14, 2006, approximately three (3) weeks prior to  
25 the parties’ marriage, the parties entered into a Prenuptial Agreement (the  
26 “Premarital Agreement”).

27 ...

28 ...

1 VII.

2 The parties' Premarital Agreement is a valid and binding agreement  
3 between the parties.

4 VIII.

5 The parties' Premarital Agreement addresses, controls, and resolves  
6 all marital issues that exist between the parties which are incident to the  
7 parties' divorce, with the sole exception of the issues of child custody and  
8 child support.

9 IX.

10 By way of their Premarital Agreement, the parties have set forth their  
11 mutual desire and intent to establish, determine, and settle between  
12 themselves all of their relative property rights, interests, and obligations  
13 with respect to each other, including, without limitation, each party's  
14 respective property rights, the rights of either party to be supported by the  
15 other party, and all financial obligations each party has relative to the  
16 other party.

17 X.

18 By way of their Premarital Agreement, the parties have set forth their  
19 mutual desire and intent to define all of their respective rights in any  
20 property that each owned at the time of their marriage to each other, as  
21 well as any property either party has acquired during their marriage.

22 XI.

23 All questions relating to the division of the parties' property, the  
24 assumption of their debts, each party's waiver of alimony, and all other  
25 issues and claims, marital and otherwise, that exist between the parties  
26 have been and are resolved by the parties' Premarital Agreement. The  
27 parties' Premarital Agreement should be ratified, confirmed, approved, and  
28 enforced by the Court.

1 XII.

2 By way of their Premarital Agreement, the parties have agreed they  
3 would not acquire any community property during their marriage.

4 XIII.

5 Pursuant to their Premarital Agreement, all property owned by JIM  
6 is his sole and separate property and all property owned by MINH is her  
7 sole and separate property.

8 XIV.

9 The parties have no community or jointly owned property to be  
10 adjudicated by the Court.

11 XV.

12 The parties have no community or joint debts to be adjudicated by  
13 the Court.

14 XVI.

15 Each party's separate property should be confirmed to him or her as  
16 his or her sole and separate property, and each party's separate debt  
17 should be confirmed to be such party's sole and separate debt.

18 XVII.

19 By way of their Premarital Agreement, each party has waived and  
20 relinquished the right to receive spousal support or alimony or other such  
21 maintenance (collectively, "alimony") from the other party.

22 XVIII.

23 All the property and assets owned by JIM are his sole and separate  
24 property, and the same should be confirmed to JIM as his sole and  
25 separate property.

26 XIX.

27 Any debt or obligation that has been incurred by JIM before or  
28 during the parties' marriage, and any debt held in JIM's name, is JIM's



1 sole and separate debt and obligation, and the same should be confirmed  
2 to JIM as his sole and separate debt and obligation.

3 XX.

4 Any debt or obligation that has been incurred by MINH before or  
5 during the parties' marriage, and any debt held in MINH's name, is  
6 MINH's sole and separate debt and obligation, and the same should be  
7 confirmed to MINH as her sole and separate debt and obligation.

8 XXI.

9 It has been necessary for JIM to retain the services of attorneys to  
10 represent him in this divorce action. Pursuant to the parties' Premarital  
11 Agreement, if MINH contests the validity of the Premarital Agreement,  
12 JIM should be awarded all the attorneys' fees and litigation costs incurred  
13 in this action.

14 XXII.

15 JIM and MINH are incompatible in their tastes, natures, views, likes  
16 and dislikes, which have become so widely separate and divergent that the  
17 parties have been and currently are incompatible to such an extent that it  
18 now appears that there is no possibility of reconciliation between JIM and  
19 MINH. There currently remains such an incompatible temperament  
20 between JIM and MINH that a happy marital relationship can no longer  
21 exist.

22 WHEREFORE, JIM respectfully prays that the Court enter judgment  
23 as follows:

24 1. That the bonds of matrimony now and heretofore existing  
25 between JIM and MINH be dissolved, set aside, and forever held for  
26 naught, and that JIM be awarded a Decree of Divorce and the parties  
27 hereto and each of them be restored to their status of being a single,  
28 unmarried person.

1           2.     That the Court award the parties' joint legal and physical  
2 custody of their minor children.

3           3.     That the Court enter appropriate child support orders as  
4 requested above in this Complaint.

5           4.     That the parties' Premarital Agreement be ratified, confirmed,  
6 approved, and enforced by the Court.

7           5.     That the Court confirm to JIM his separate property and  
8 separate debt.

9           6.     That the Court confirm to MINH her separate property and  
10 separate debt.

11          7.     That the Court order that neither party is entitle to be awarded  
12 alimony to be paid to him or her by the other party.

13          8.     For such other and further relief as the Court may determine  
14 to be just and proper in the premises, specifically including, but not  
15 limited to, an appropriate award to JIM of his attorneys' fees and litigation  
16 costs incurred in this action should MINH contest or attack, or seek to  
17 revise, set aside, or rescind, all or any part of the Premarital Agreement, as  
18 requested by JIM in paragraph XXI of this Complaint.

19           DATED this 19<sup>th</sup> day of December, 2018.

20   THE DICKERSON KARACSONYI  
21   LAW GROUP


22   By Robert P. Dickerson

23   ROBERT P. DICKERSON, ESQ.  
24   Nevada Bar No. 000945  
25   1745 Village Center Circle  
26   Las Vegas, Nevada 89134  
27   Attorneys for Plaintiff  
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JAMES W. VAHEY, being first duly sworn upon oath, deposes and says: That he is the Plaintiff in the above-entitled action; that he read the foregoing Complaint for Divorce and knows the contents thereof, and that the same is true of his own knowledge except for those matters therein stated on information and belief, and as for those matters, he believes the same to be true.

Subscribed and sworn to before me  
this 13<sup>th</sup> day of December, 2018.

 **NOTARY PUBLIC**  
**STATE OF NEVADA**  
County of Clark  
**KARI ANN DIAZ**  
Appt. No. 08-6078-1  
My Appt. Expires Feb. 11, 2020

2

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EXMT  
THE DICKERSON KARACSONYI LAW GROUP  
ROBERT P. DICKERSON, ESQ.  
Nevada Bar No. 000945  
SABRINA M. DOLSON, ESQ.  
Nevada Bar No. 013105  
1745 Village Center Circle  
Las Vegas, Nevada 89134  
Telephone: (702) 388-8600  
Facsimile: (702) 388-0210  
Email: info@thedklawgroup.com

Attorneys for Plaintiff

DISTRICT COURT  
FAMILY DIVISION

CLARK COUNTY, NEVADA

JAMES W. VAHEY,

Plaintiff,

v.

MINH NGUYET LUONG,

Defendant.

CASE NO.  
DEPT NO.

D-18-581444-D

Department H

EX PARTE MOTION TO SEAL FILE

COMES NOW the Plaintiff, JAMES W. VAHEY ("JAMES"), by and through his attorneys, ROBERT P. DICKERSON, ESQ., and SABRINA M. DOLSON, ESQ., of THE DICKERSON KARACSONYI LAW GROUP, and pursuant to Nevada Revised Statutes, Section 125.110 (2018), respectfully moves this Honorable Court to enter its Order for the following:

...

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...

1. That the Court's files, papers, records, proceedings, and evidence, including exhibits and testimony transcripts, be sealed forthwith pursuant to NRS 125.110, to the extent allowed by law, and remain sealed, until further Order of this Court.

DATED this 13<sup>th</sup> day of December, 2018.

THE DICKERSON KARACSONYI  
LAW GROUP

By Sabrina M. Dolson  
 ROBERT P. DICKERSON, ESQ.  
 Nevada Bar No. 000945  
 SABRINA M. DOLSON, ESQ.  
 Nevada Bar No. 013105  
 1745 Village Center Circle  
 Las Vegas, Nevada 89134  
 Attorneys for Plaintiff

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1. In any action for divorce, the following papers and pleadings in the action shall be open to public inspection in the clerk's office:

(b) In all other cases, the pleadings, the finding of the court, any order made on motion as provided in Nevada Rules of Civil Procedure, and the judgment.

2. All other papers, records, proceedings and evidence, including exhibits and transcript of the testimony, shall, upon the written request of either party to the action, filed with the clerk, be sealed and shall not be open to inspection except to the parties or their attorneys, or when required as evidence in another action or proceeding.

JAMES requests that the file in the above-referenced matter be sealed to the extent allowed by law. Pursuant to NRS 125.110, the Court is required to seal a file upon the request of either party. As such, it is respectfully requested that the Court issue an Ex Parte Order sealing the file in the above-entitled matter to the extent allowed by law.

DATED this 13<sup>th</sup> day of December, 2018.

THE DICKERSON KARACSONYI  
LAW GROUP

By Sabrina M. Dolson  
ROBERT P. DICKERSON, ESQ.  
 Nevada Bar No. 000945  
SABRINA M. DOLSON, ESQ.  
 Nevada Bar No. 013105  
 1745 Village Center Circle  
 Las Vegas, Nevada 89134  
 Attorneys for Plaintiff

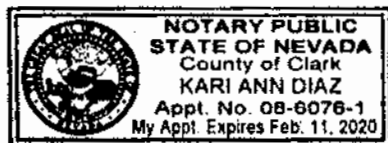
STATE OF NEVADA }  
COUNTY OF CLARK } SS:

1. I am an attorney duly licensed to practice law in the State of Nevada and before this Honorable Court. I represent Plaintiff, JAMES W. VAHEY ("JAMES"), in the above-entitled action. I have personal knowledge of the facts contained herein and I am competent to testify thereto.

FURTHER AFFLIANT SAYETH NAUGHT.

Sabrina M. Dolson  
SABRINA M. DOLSON, ESQ.

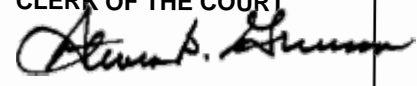
Kari Ann Diaz  
NOTARY PUBLIC in and for said  
County and State





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1 **RPRI**  
2 **THE DICKERSON KARACSONYI LAW GROUP**  
3 **ROBERT P. DICKERSON, ESQ.**  
4 Nevada Bar No. 000945  
5 **SABRINA M. DOLSON, ESQ.**  
6 Nevada Bar No. 013105  
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8 Las Vegas, Nevada 89134  
9 Telephone: (702) 388-8600  
10 Facsimile: (702) 388-0210  
11 Email: info@thedklawgroup.com

12 Attorneys for Plaintiff

13 **DISTRICT COURT**  
14 **FAMILY DIVISION**

15 **CLARK COUNTY, NEVADA**

16 **JAMES W. VAHEY,**

17 Plaintiff,

18 v.

19 **MINH NGUYET LUONG,**

20 Defendant.

21 **CASE NO.**  
22 **DEPT NO.**

**D-18-581444-D**

**Department H**

23 **REQUEST FOR ISSUANCE OF**  
24 **JOINT PRELIMINARY INJUNCTION**

25 Plaintiff, JAMES W. VAHEY, by and through his counsel, ROBERT  
26 P. DICKERSON, ESQ., and SABRINA M. DOLSON, ESQ., of THE  
27 DICKERSON KARACSONYI LAW GROUP respectfully requests that the

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...

1 Court issue a JOINT PRELIMINARY INJUNCTION in the above-entitled  
2 action pursuant to EDCR 5.519.

3 DATED this 13<sup>th</sup> day of December, 2018.

4  
5 THE DICKERSON KARACSONYI  
6 LAW GROUP

7 By Sabrina M. Dolson

8 ROBERT P. DICKERSON, ESQ.  
9 Nevada Bar No. 000945  
10 SABRINA M. DOLSON, ESQ.  
11 Nevada Bar No. 013105  
12 1745 Village Center Circle  
13 Las Vegas, Nevada 89134  
14 Attorneys for Plaintiff  
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**SUM**  
**THE DICKERSON KARACSONYI LAW GROUP**  
**ROBERT P. DICKERSON, ESQ.**  
Nevada Bar No. 000945  
**SABRINA M. DOLSON, ESQ.**  
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Attorneys for Plaintiff

**DISTRICT COURT  
FAMILY DIVISION**

**CLARK COUNTY, NEVADA**

**JAMES W. VAHEY,**

Plaintiff,

v.

**MINH NGUYET LUONG,**

Defendant.

**CASE NO.  
DEPT NO.**

**D-18-581444-D**

**Department H**

**SUMMONS**

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.**

**TO THE DEFENDANT:** A civil Complaint for Divorce has been filed by the Plaintiff against you for the relief set forth in the Complaint for Divorce.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you exclusive of the day of service, you must do the following:

a. File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court.

b. Serve a copy of your response upon the attorney whose name and address is shown below.

...

1 2. Unless you respond, your default will be entered upon  
2 application of the Plaintiff and this Court may enter a judgment against  
3 you for the relief demanded in the Complaint, which could result in the  
4 taking of money or property or other relief requested in the Complaint.

5 3. If you intend to seek the advice of any attorney in this matter,  
6 you should do so promptly so that your response may be filed on time.

7 DATED this 13<sup>th</sup> day of December, 2018.

8 THE DICKERSON KARACSONYI  
9 LAW GROUP

10 By Sabrina M. Dolson  
11 ROBERT P. DICKERSON, ESQ.  
12 Nevada Bar No. 000945  
13 SABRINA M. DOLSON, ESQ.  
14 Nevada Bar No. 013105  
15 1745 Village Center Circle  
16 Las Vegas, Nevada 89134  
17 Attorneys for Plaintiff

18 STEVEN D. GRIERSON, CLERK OF COURT

19 Electronically Issued

20 By Cecilia Dixon 12/14/2018  
21 Deputy Clerk Cecilia Dixon Date  
22 Clark County Courthouse  
23 Family Court Division  
24 601 North Pecos Road  
25 Las Vegas, Nevada 89101  
26  
27  
28

5

5

*Steven D. Grierson*

1 **EXPR**  
2 **THE DICKERSON KARACSONYI LAW GROUP**  
3 **ROBERT P. DICKERSON, ESQ.**  
4 Nevada Bar No. 000945  
5 **SABRINA M. DOLSON, ESQ.**  
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12 Attorneys for Plaintiff

13 **DISTRICT COURT**  
14 **FAMILY DIVISION**

15 **CLARK COUNTY, NEVADA**

16 **JAMES W. VAHEY,**

17 Plaintiff,

18 v.

19 **MINH NGUYET LUONG,**

20 Defendant.

CASE NO.: D-18-581444-D  
DEPT NO.: H

21 **EX PARTE ORDER SEALING FILE**

22 Based upon Plaintiff's Ex Parte Motion to Seal File pursuant to  
23 Nevada Revised Statutes, Section 125.110 (2018), and the Affidavit of  
24 SABRINA M. DOLSON, ESQ., of THE DICKERSON KARACSONYI  
25 LAW GROUP, attached thereto, and GOOD CAUSE appearing therefor,

26 IT IS HEREBY ORDERED that the above-entitled action shall be  
27 sealed, and remain sealed until further order of this Court, in accordance  
28 with NRS 125.110, which provides as follows:

...

...

...

...



1 In any action for divorce, the following papers and  
2 pleadings in the action shall be open to public inspection in  
the clerk's office:

3 (a) In case the complaint is not answered by the  
4 defendant, the summons, with the affidavit or proof of service;  
5 the complaint with memorandum endorsed thereon that the  
6 default of the defendant in not answering was entered, and the  
judgment; and in case where service is made by publication,  
the affidavit for publication of summons and the order  
directing the publication of summons.

7 (b) In all other cases, the pleadings, the finding of the  
8 court, any order made on motion as provided in Nevada Rules  
of Civil Procedure, and the judgment.

9 2. All other papers, records, proceedings and evidence,  
10 including exhibits and transcript of the testimony, shall, upon  
11 the written request of either party to the action, filed with the  
clerk, be sealed and shall not be open to inspection except to  
the parties or their attorneys, or when required as evidence in  
another action or proceeding.

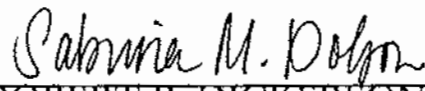
12 IT IS SO ORDERED this 31 day of December, 2018.

13  
14  
15   
16 DISTRICT COURT JUDGE

T ART RITCHIE, JR.

17 Respectfully submitted by:

18 THE DICKERSON KARACSONYI  
19 LAW GROUP

20 By   
21 ROBERT P. DICKERSON, ESQ.  
22 Nevada Bar No. 000945  
23 SABRINA M. DOLSON, ESQ.  
24 Nevada Bar No. 013105  
1745 Village Center Circle  
Las Vegas, Nevada 89134  
Attorneys for Plaintiff

6

6

*Steven D. Grierson*

1 NEOI  
2 THE DICKERSON KARACSONYI LAW GROUP  
3 ROBERT P. DICKERSON, ESQ.  
4 Nevada Bar No. 000945  
5 SABRINA M. DOLSON, ESQ.  
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12 Attorneys for Plaintiff

13 DISTRICT COURT  
14 FAMILY DIVISION  
15 CLARK COUNTY, NEVADA

16 JAMES W. VAHEY,

17 Plaintiff,

18 v.

19 MINH NGUYET LUONG,

20 Defendant.

CASE NO.: D-18-581444-D  
DEPT NO.: H

21 NOTICE OF ENTRY OF EX PARTE ORDER SEALING FILE

22 TO: MINH NGUYET LUONG, Defendant;

23 TO: NEIL M. MULLINS, ESQ., of KAINEN LAW GROUP,  
24 Attorney for Defendant:

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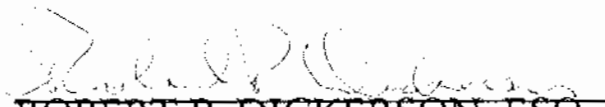
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1 PLEASE TAKE NOTICE that an EX PARTE ORDER SEALING  
2 FILE, a true and correct copy of which is attached hereto, was entered in  
3 the above-entitled matter on the 3<sup>rd</sup> day of January, 2019.

4 DATED this 3<sup>rd</sup> day of January, 2019.

5 THE DICKERSON KARACSONYI  
6 LAW GROUP

7  
8   
9 ROBERT P. DICKERSON, ESQ.

10 Nevada Bar No. 000945

11 SABRINA M. DOLSON, ESQ.

12 Nevada Bar No. 013105

13 1745 Village Center Circle

14 Las Vegas, Nevada 89134

15 Attorneys for Defendant  
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of THE DICKERSON KARACSONYI LAW GROUP, and that on this 4<sup>th</sup> day of January, 2018, I caused the above-referenced document entitled, NOTICE OF ENTRY OF EX PARTE ORDER SEALING FILE, to be served as follows:

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

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


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

☐ by e-mail to the address below;

☐ by hand-delivery with signed Receipt of Copy.

To the following people listed below at the address, email address, and/or facsimile number indicated below:

NEIL M. MULLINS, ESQ.  
KAINEN LAW GROUP  
3303 Noval Street  
Las Vegas, Nevada 89129  
neil@kainenlawgroup.com  
Attorney for Defendant, Minh Nguyet Luong

  
An employee of The Dickerson Karacsonyi Law Group

*Steven D. Grierson*

1 **EXPR**  
2 **THE DICKERSON KARACSONYI LAW GROUP**  
3 **ROBERT P. DICKERSON, ESQ.**  
4 Nevada Bar No. 000945  
5 **SABRINA M. DOLSON, ESQ.**  
6 Nevada Bar No. 013105  
7 1745 Village Center Circle  
8 Las Vegas, Nevada 89134  
9 Telephone: (702) 388-8600  
10 Facsimile: (702) 388-0210  
11 Email: info@thedklawgroup.com

12 Attorneys for Plaintiff

13 **DISTRICT COURT**  
14 **FAMILY DIVISION**

15 **CLARK COUNTY, NEVADA**

16 **JAMES W. VAHEY,**

17 Plaintiff,

18 v.

19 **MINH NGUYET LUONG,**

20 Defendant.

CASE NO.: D-18-581444-D  
DEPT NO.: H

21 **EX PARTE ORDER SEALING FILE**

22 Based upon Plaintiff's Ex Parte Motion to Seal File pursuant to  
23 Nevada Revised Statutes, Section 125.110 (2018), and the Affidavit of  
24 SABRINA M. DOLSON, ESQ., of THE DICKERSON KARACSONYI  
25 LAW GROUP, attached thereto, and GOOD CAUSE appearing therefor,

26 IT IS HEREBY ORDERED that the above-entitled action shall be  
27 sealed, and remain sealed until further order of this Court, in accordance  
28 with NRS 125.110, which provides as follows:

...

...

...

...

1. In any action for divorce, the following papers and pleadings in the action shall be open to public inspection in the clerk's office:

(a) In case the complaint is not answered by the defendant, the summons, with the affidavit or proof of service; the complaint with memorandum endorsed thereon that the default of the defendant in not answering was entered, and the judgment; and in case where service is made by publication, the affidavit for publication of summons and the order directing the publication of summons.

(b) In all other cases, the pleadings, the finding of the court, any order made on motion as provided in Nevada Rules of Civil Procedure, and the judgment.

2. All other papers, records, proceedings and evidence, including exhibits and transcript of the testimony, shall, upon the written request of either party to the action, filed with the clerk, be sealed and shall not be open to inspection except to the parties or their attorneys, or when required as evidence in another action or proceeding.

IT IS SO ORDERED this 31 day of December, 2018.

  
DISTRICT COURT JUDGE

**T ART RITCHIE, JR.**

Respectfully submitted by:

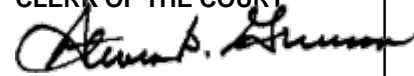
THE DICKERSON KARACSONYI  
LAW GROUP

By Sabrina M. Dolson  
 ROBERT P. DICKERSON, ESQ.  
 Nevada Bar No. 000945  
 SABRINA M. DOLSON, ESQ.  
 Nevada Bar No. 013105  
 1745 Village Center Circle  
 Las Vegas, Nevada 89134  
 Attorneys for Plaintiff

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1 ANSC  
2 NEIL M. MULLINS, ESQ.  
3 Nevada Bar No. 3544  
4 KAINEN LAW GROUP, PLLC  
5 3303 Novat Street, Suite 200  
6 Las Vegas, Nevada 89129  
7 PH: (702) 823-4900  
8 FX: (702) 823-4488  
9 Service@KainenLawGroup.com  
10 Attorney for Defendant  
11 Minh Nguyet Luong

12 EIGHTH JUDICIAL DISTRICT COURT - FAMILY DIVISION  
13 COUNTY OF CLARK, STATE OF NEVADA

14 JAMES W. VAHEY,  
15  
16 Plaintiff

CASE NO. D-18-581444-D  
DEPT NO. H

17 v.

Date of Hearing: N/A  
Time of Hearing: N/A

18 MINH NGUYET LUONG,  
19  
20 Defendant.

21 **ANSWER AND COUNTERCLAIM FOR DIVORCE**

22 COMES NOW, Defendant, MINH NGUYET LUONG, and answers Plaintiff's  
23 Complaint for Divorce on file herein as follows:

24 1. Defendant admits the allegations contained in Paragraph 1 of Plaintiff's  
25 Complaint.

26 2. Defendant admits the allegations contained in Paragraph 2 of Plaintiff's  
27 Complaint.

28 3. Defendant admits the allegations contained in Paragraph 3 of Plaintiff's  
Complaint.

...

KAINEN LAW GROUP, PLLC  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
702.823.4900 • Fax 702.823.4488  
www.KainenLawGroup.com

- 1           4.     Defendant denies the allegations contained in Paragraph 4 of Plaintiff's
- 2 Complaint.
- 3           5.     Defendant admits the allegations contained in Paragraph 5 of Plaintiff's
- 4 Complaint.
- 5           6.     Defendant admits the allegations contained in Paragraph 6 of Plaintiff's
- 6 Complaint.
- 7           7.     Defendant admits the allegations contained in Paragraph 7 of Plaintiff's
- 8 Complaint.
- 9           8.     Defendant admits the allegations contained in Paragraph 8 of Plaintiff's
- 10 Complaint.
- 11          9.     Defendant admits the allegations contained in Paragraph 9 of Plaintiff's
- 12 Complaint.
- 13          10.    Defendant admits the allegations contained in Paragraph 10 of Plaintiff's
- 14 Complaint.
- 15          11.    Defendant admits the allegations contained in Paragraph 11 of Plaintiff's
- 16 Complaint.
- 17          12.    Defendant admits the allegations contained in Paragraph 12 of Plaintiff's
- 18 Complaint.
- 19          13.    Defendant admits the allegations contained in Paragraph 13 of Plaintiff's
- 20 Complaint.
- 21          14.    Defendant admits the allegations contained in Paragraph 14 of Plaintiff's
- 22 Complaint.
- 23          15.    Defendant admits the allegations contained in Paragraph 15 of Plaintiff's
- 24 Complaint.
- 25          16.    Defendant admits the allegations contained in Paragraph 16 of Plaintiff's
- 26 Complaint.
- 27          17.    Defendant admits the allegations contained in Paragraph 17 of Plaintiff's
- 28 Complaint.

1 18. Defendant admits the allegations contained in Paragraph 18 of Plaintiff's  
2 Complaint.

3 19. Defendant admits the allegations contained in Paragraph 19 of Plaintiff's  
4 Complaint.

5 20. Defendant admits the allegations contained in Paragraph 20 of Plaintiff's  
6 Complaint.

7 21. Defendant admits the allegations contained in Paragraph 21 of Plaintiff's  
8 Complaint.

9 22. Defendant admits the allegations contained in Paragraph 22 of Plaintiff's  
10 Complaint.

11 **COUNTERCLAIM FOR DIVORCE**

12 COMES NOW, Defendant, MINH NGUYET LUONG, and states her cause of  
13 action against Plaintiff, JAMES W. VAHEY, as follows:

14 1. That Plaintiff and Defendant are residents of the State of Nevada, and for a  
15 period of more than six weeks before commencement of this action has resided and been  
16 physically present and domiciled therein, and during all of said period of time, Plaintiff  
17 has had, and still has, the intent to make said State of Nevada, his home, residence and  
18 domicile for an indefinite period of time.

19 2. That Plaintiff and Defendant were intermarried in Henderson County,  
20 Nevada, on or about July 8, 2006, and are husband and wife.

21 3. That the parties have three (3) minor children, to wit: HANNAH VAHEY,  
22 born March 19, 2009, MATTHEW VAHEY, born June 26, 2010 and SELINA VAHEY,  
23 born April 4, 2014. Defendant is not currently pregnant.

24 4. Plaintiff and Defendant are fit and proper persons to have joint legal custody  
25 of their minor children.

26 ...

27 ...

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1           5.     That Defendant seeks primary physical custody and permission to remove  
2 the children to her separate property residence in Irvine, California, which suits the best  
3 interests of the minor children. Defendant will more particularly outline her legal and  
4 factual basis for relocation in a motion to be filed forthwith.

5           6.     That child support should be calculated and set in accordance with Nevada  
6 law, specifically Wright v. Osburn, 114 Nev. 1367, 970 P.2d 1071 (1998).

7           7.     That the parties shall provide health insurance for the minor children, with  
8 the parties equally dividing the premium for said coverage, as well as equally dividing  
9 any medical, surgical, dental, orthodontic, optical, and psychological expenses not  
10 otherwise covered by such insurance.

11          8.     That prior to marriage the parties executed a valid, enforceable Premarital  
12 Agreement that should be ratified , approved and confirmed by this Honorable Court.

13          9.     That neither party should pay alimony/spousal support to the other party  
14 herein, consistent with the terms of the Premarital Agreement.

15          10.    That there is no community property to be divided.

16          11.    That each party be awarded their respective separate property and separate  
17 debts, consistent with the Premarital Agreement.

18          12.    That there maybe personal joint assets held by the parties herein to be  
19 adjudicated by the Court, in accordance with the Premarital Agreement.

20          13.    That any and all promissory notes executed by Plaintiff in favor of  
21 Defendant be enforced, and survive the entry of the Decree in this matter.

22          14.    That Defendant requests this Court to jointly restrain the parties herein in  
23 accordance with the terms of the Joint Preliminary Injunction issued herein.

24          15.    That Defendant has had to incur the services of an attorney to prosecute  
25 this action and should therefore be awarded reasonable attorney fees and costs, so long  
26 as not contrary to the terms of the Premarital Agreement.

27 ...

28 ...

1 WHEREFORE, Defendant prays judgment as follows:

2 1. That Plaintiff take nothing by way of his Complaint in this matter; but that  
3 the Court grant all relief requested by Defendant pursuant to this Counterclaim for  
4 divorce.

5 2. That the bonds of matrimony now and heretofore existing between Plaintiff  
6 and Defendant be dissolved; that Defendant be granted an absolute Decree of Divorce;  
7 and that each of the parties hereto be restored to the status of a single, unmarried person;

8 3. That the Court award the parties joint legal custody of their three (3) minor  
9 children;

10 4. That Defendant be awarded primary physical custody and permission to  
11 relocate with the children to Irvine, California.

12 5. That Plaintiff be awarded reasonable, liberal and alternative visitation with  
13 the children.

14 6. That in lieu of child support, that Plaintiff pay the reasonable costs of  
15 transporting his children for visitation.

16 7. That Defendant be ordered to provide health insurance for the minor  
17 children, with the parties equally dividing the premium for said coverages, as well as  
18 equally dividing any medical, surgical, dental, orthodontic, optical, and psychological  
19 expenses not otherwise covered by such insurance;

20 8. That neither party be ordered to pay alimony/spousal support to the other  
21 party herein.

22 9. That Defendant be awarded reasonable attorney fees and costs if the matter  
23 is unreasonably contested, so long as not contrary to the terms of the parties' Premarital  
24 Agreement.

25 10. For such other and further relief as this Honorable Court deems just and  
26 proper in the premises.

27 ...

28 ...

1 DATED this 11<sup>th</sup> day of January, 2019.  
2

3 KAINEN LAW GROUP, PLLC

4  
5 By: 

6 NEIL MULLINS, ESQ.

7 Nevada Bar No. 3544  
8 3303 Novat Street, Suite 200  
9 Las Vegas, Nevada 89129  
10 Attorney for Defendant  
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KAINEN LAW GROUP, PLLC

3303 Novat Street, Suite 200

Las Vegas, Nevada 89129

702.823.4900 • Fax 702.823.4488

www.KainenLawGroup.com

VERIFICATION

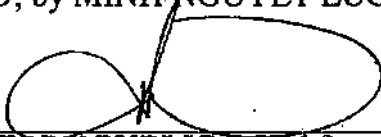
STATE OF NEVADA }  
COUNTY OF CLARK } ss:

MINH NGUYET LUONG, being first duly sworn, deposes and says:

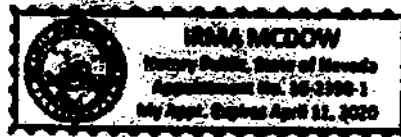
That I am the Defendant herein; that I have read the foregoing Answer and Counterclaim for Divorce and the same is true of my own knowledge, except for those matters which are therein stated upon information and belief, and as to those matters, I believe them to be true.

  
MINH NGUYET LUONG

SUBSCRIBED AND SWORN to  
before me this 10<sup>th</sup> day of January,  
2019, by MINH NGUYET LUONG.



NOTARY PUBLIC in and for said  
County and State



KAINEN LAW GROUP, PLLC  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
702.823.4900 • Fax 702.823.4488  
www.KainenLawGroup.com

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 11<sup>th</sup> day of January 2019, I caused to be served foregoing Answer and Counterclaim for Divorce to all interested parties as follows:

\_\_\_ BY MAIL: Pursuant to N.R.C.P. 5(b), I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, postage fully prepaid thereon, addressed as follows:

\_\_\_ BY CERTIFIED MAIL: I caused true copies thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, certified mail, return receipt requested, postage fully paid thereon, addressed as follows:

\_\_\_ BY FACSIMILE: Pursuant to EDCR 7.26, I caused a true copy thereof to be transmitted, via facsimile, to the following number(s):

X BY ELECTRONIC MAIL: Pursuant to EDCR 7.26 and N.E.F.C.R. Rule 9, I caused a true copy thereof to be served via electronic mail, via Odyssey eFileNV, to the following e-mail address(es):

info@thedklawgroup.com

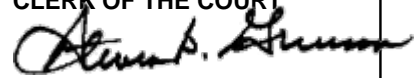


Employee of the  
KAINEN LAW GROUP, PLLC



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RCCM  
THE DICKERSON KARACSONYI LAW GROUP  
ROBERT P. DICKERSON, ESQ.  
Nevada Bar No. 000945  
SABRINA M. DOLSON  
Nevada Bar No. 013105  
1745 Village Center Circle  
Las Vegas, Nevada 89134  
Telephone: (702) 388-8600  
Facsimile: (702) 388-0210  
Email: info@TheDKlawgroup.com

Attorneys for Plaintiff/Counterdefendant

DISTRICT COURT  
FAMILY DIVISION

CLARK COUNTY, NEVADA

JAMES W. VAHEY,  
Plaintiff/Counterdefendant,  
v.  
MINH NGUYET LUONG,  
Defendant/Counterclaimant.

CASE NO. D-18-581444-D  
DEPT NO. H

REPLY TO COUNTERCLAIM FOR DIVORCE

COMES NOW Plaintiff/Counterdefendant, JAMES W. VAHEY ("JIM" or "Plaintiff"), by and through his attorneys, ROBERT P. DICKERSON, ESQ., and SABRINA M. DOLSON, ESQ., of THE DICKERSON KARACSONYI LAW GROUP, and as and for his Reply to the Counterclaim for Divorce (the "Counterclaim") filed herein by Defendant, MINH NGUYET LUONG ("MINH" or "Defendant"), admits, denies, alleges, and states as follows:

1. JIM denies all allegations of Defendant's Counterclaim not specifically admitted herein.

...

1           2.     Answering paragraphs 1, 3, 4, 6, 7, 8, 9, 10, 11, 12, and 14 of  
2 the Counterclaim, JIM admits each and every allegation contained therein.

3           3.     Answering paragraph 2 of the Counterclaim, JIM admits the  
4 parties are husband and wife, and that they have been married to each  
5 other since July 8, 2006. With respect to the remaining allegations  
6 contained in paragraph 2 of the Counterclaim, JIM denies the parties were  
7 married in "Henderson County," Nevada, and affirmatively alleges and  
8 states that the parties were married on July 8, 2006, in Henderson, Clark  
9 County, Nevada.

10          4.     Answering paragraph 5 of the Counterclaim, and regardless of  
11 what Defendant may "seek," JIM denies each and every allegation  
12 contained therein. JIM not only denies each and every allegation  
13 contained in paragraph 5 of the Counterclaim, but JIM also affirmatively  
14 alleges and states that Defendant should not be permitted to relocate from  
15 the State of Nevada, and it is in the best interest of the parties' children  
16 for the parties to be awarded joint legal and joint physical custody of the  
17 minor children.

18          5.     Answering paragraph 13 of the Counterclaim, JIM is without  
19 sufficient knowledge or information upon which to form a belief as to the  
20 truth of the allegations contained therein, and, therefore, JIM respectfully  
21 denies the same.

22          6.     Answering paragraph 15 of the Counterclaim, JIM generally  
23 and specifically denies each and every allegation contained therein.

24                   AFFIRMATIVE DEFENSES

25                   FIRST AFFIRMATIVE DEFENSE

26           MINH's Counterclaim fails to state a cause of action upon which the  
27 Court may grant any relief in favor of MINH and against JIM.

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SECOND AFFIRMATIVE DEFENSE

MINH's Counterclaim fails to state any legal basis supporting, authorizing, and/or legally justifying any request she may make to the Court "seeking" to relocate the parties' three (3) minor children from the home in Henderson, Nevada, where the children, and each of them, have lived and been raised since each child's birth, to a jurisdiction outside the State of Nevada and/or the greater Las Vegas metropolitan area.

THIRD AFFIRMATIVE DEFENSE

It has become necessary for JIM to employ The Dickerson Karacsonyi Law Group to represent and defend him with respect to the child custody issues raised by MINH's Answer and Counterclaim for Divorce, and JIM is entitled to, and should be awarded, the reasonable attorneys' fees and costs of suit he has incurred and will continue to incur in defending this action, together with interest thereon.

FOURTH AFFIRMATIVE DEFENSE

Pursuant to NRCP 11, as amended, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of this Reply, and JIM therefore respectfully reserves the right to amend this Reply to allege additional affirmative defenses if subsequent investigation warrants.

WHEREFORE, JIM respectfully prays that the Court enter judgment as follows:

1. That MINH take nothing by virtue of her Counterclaim for Divorce filed in this action.

2. That JIM be granted the relief he seeks by way of his Complaint for Divorce filed in this action.

...  
...

1           3.     For such other and further relief as the Court may determine  
2 to be just and proper in the premises.

3           DATED this 24<sup>th</sup> day of January, 2019.

4                               THE DICKERSON KARACSONYI  
5                               LAW GROUP

6                               By 

7                               ROBERT P. DICKERSON, ESQ.  
8                               Nevada Bar No. 000945  
9                               SABRINA M. DOLSON, ESQ.  
10                              Nevada Bar No. 013105  
11                              1745 Village Center Circle  
12                              Las Vegas, Nevada 89134  
13                              Attorneys for Plaintiff/  
14                              Counterdefendant  
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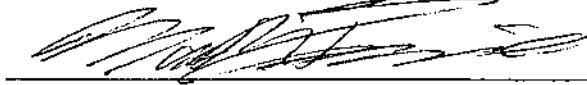
VERIFICATION

STATE OF NEVADA }  
COUNTY OF CLARK } SS:

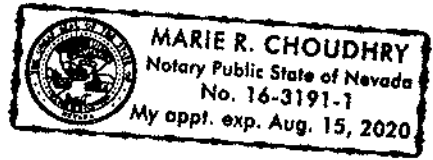
JAMES W. VAHEY, being first duly sworn upon oath, deposes and says: That he is the Plaintiff/Counterdefendant in the above-entitled action; that he read the foregoing Reply to Counterclaim for Divorce and knows the contents thereof, and that the same is true of his own knowledge except for those matters therein stated on information and belief, and as for those matters, he believes the same to be true.

  
JAMES W. VAHEY

Subscribed and sworn to before me  
this 24<sup>th</sup> day of January, 2019.



Notary Public in and for said  
County and State.



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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of THE DICKERSON KARACSONYI LAW GROUP, and that on this 24<sup>th</sup> day of January, 2019, I caused the above and foregoing document entitled REPLY TO COUNTERCLAIM FOR DIVORCE to be served as follows:

- ☒ [X] pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;
- ☐ [ ] by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;
- ☐ [ ] pursuant to EDCR 7.26, to be sent via **facsimile**, by duly executed consent for service by electronic means;
- ☐ [ ] by hand-delivery with signed Receipt of Copy.

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

NEIL M. MULLINS, ESQ.  
KAINEN LAW GROUP, PLLC  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
Service@KainenLawGroup.com  
Attorneys for Defendant/Counterclaimant



\_\_\_\_\_  
An employee of The Dickerson Karacsonyi Law Group

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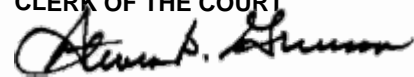
9



FDF

Name: Neil M. Mullins, Esq.  
Address: 3303 Novat Street, Ste. 200  
Las Vegas, NV 89129  
Phone: (702) 823-4900  
Email: Service@KainenLawGroup.com  
Attorney for Defendant  
Nevada State Bar No. 5029

Electronically Filed  
1/29/2019 4:36 PM  
Steven D. Grierson  
CLERK OF THE COURT



Eighth Judicial District Court  
Clark County, Nevada

<u>JAMES W. VAHEY</u> <b>Plaintiff,</b>  <b>vs.</b> <u>MINH NGUYET LUONG</u> <b>Defendant.</b>	<b>Case No.</b> <u>D-18-581444-D</u>  <b>Dept. H</b> _____
---	--

### GENERAL FINANCIAL DISCLOSURE FORM

#### A. Personal Information:

1. What is your full name? (first, middle, last) MINH NGUYET LUONG
2. How old are you? 46
3. What is your date of birth? 12/27/1972
4. What is your highest level of education? GRADUATE SCHOOL- DENTAL SCHOOL

#### B. Employment Information:

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

☐ No

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

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
	SELF EMPLOYED	DENTIST	1 OR 2 DAYS/WEEK	8:30-3:30

2. Are you disabled? (☒ check one)

☒ No

☐ Yes

If yes, what is your level of disability? \_\_\_\_\_

What agency certified you disabled? \_\_\_\_\_

What is the nature of your disability? \_\_\_\_\_

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

Prior Employer: \_\_\_\_\_ Date of Hire: \_\_\_\_\_ Date of Termination: \_\_\_\_\_  
Reason for Leaving: \_\_\_\_\_

## Monthly Personal Income Schedule

### A. Year-to-date Income.

As of the pay period ending 0 my gross year to date pay is 0.

### B. Determine your Gross Monthly Income.

Hourly Wage

	×		=	0	×	52	=	0	÷	12	=	0
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

275,000	÷	12	=	22,900
Annual Income		Months		Gross Monthly Income

### C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income		0	
Bonuses		0	
Car, Housing, or Other allowance:		0	
Commissions or Tips:		0	
Net Rental Income:		\$5,000.00	
Overtime Pay		0	
Pension/Retirement:		0	
Social Security Income (SSI):		0	
Social Security Disability (SSD):		0	
Spousal Support		0	
Child Support		0	
Workman's Compensation		0	
Other: Interest on Jim's loan		\$6,442.00	
Total Average Other Income Received			\$11,442.00

Total Average Gross Monthly Income (add totals from B and C above)	34,342.00
--	-----------

**D. Monthly Deductions**

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	0
2.	Federal Health Savings Plan	00
3.	Federal Income Tax	
4.	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	0
5.	Life, Disability, or Other Insurance Premiums	
6.	Medicare	
7.	Retirement, Pension, IRA, or 401(k)	\$25,000.00
8.	Savings	
9.	Social Security	
10.	Union Dues	
11.	Other: (Type of Deduction) _____	
<b>Total Monthly Deductions (Lines 1-11)</b>		<b>\$25,000.0</b>

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

What is your average gross (pre-tax) monthly income/revenue from self-employment or businesses?  
\$51,000

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

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

### Personal Expense Schedule (Monthly)

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

Expense	Monthly Amount I Pay	For Me ☐	Other Party ☐	For Both ☐
Alimony/Spousal Support	0.00			
Auto Insurance	\$500.00			✓
Car Loan/Lease Payment	0.00			
Cell Phone	\$250.00			✓
Child Support (not deducted from pay)	0.00			
Clothing, Shoes, Etc...	\$200.00	✓		✓
Credit Card Payments (minimum due)	\$3000.00	✓		
Dry Cleaning	0.00			
Electric	\$150.00	✓		
Food (groceries & restaurants)	\$1000.00			✓
Fuel	\$600.00	✓		
Gas (for home)	\$50.00	✓		
Health Insurance (not deducted from pay)	0.00	✓		
HOA	\$279.00	✓		
Home Insurance (if not included in mortgage)	\$100.00	✓		
Home Phone	\$30.00	✓		
Internet/Cable	\$60.00	✓		
Lawn Care	\$50.00	✓		
Membership Fees	0.00			
Mortgage/Rent/Lease	\$20,560.00	✓		
Pest Control	\$30.00	✓		
Pets	0.00			
Pool Service	0.00			
Property Taxes (if not included in mortgage)	\$3,100.00	✓		
Security	0.00			
Sewer	\$30.00	✓		
Student Loans	0.00			
Unreimbursed Medical Expense	\$50.00	✓		
Water	\$100.00	✓		
Other:		✓		
<b>Total Monthly Expenses</b>	<b>\$29,389.00</b>			

### Household Information

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

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 <sup>st</sup>	HANNAH VAHEY	3/19/09	BOTH	YES	NO
2 <sup>nd</sup>	MATTHEW VAHEY	6/26/10	BOTH	YES	NO
3 <sup>rd</sup>	SELENA VAHEY	4/4/14	BOTH	YES	NO
4 <sup>th</sup>					

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

Type of Expense	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child	4 <sup>th</sup> Child
Cellular Phone	0.00	0.00	0.00	
Child Care	\$560.00	\$560.00	\$560.00	
Clothing	\$50.00	\$20.00	\$20.00	
Education	\$800.00	\$800.00	\$400.00	
Entertainment	\$100.00	\$100.00	\$100.00	
Extracurricular & Sports	\$450.00	\$300.00	\$200.00	
Health Insurance (if not deducted from pay)	0.00	0.00	0.00	
Summer Camp/Programs	\$500.00	\$500.00	\$500.00	
Transportation Costs for Visitation	0.00	0.00	0.00	
Unreimbursed Medical Expenses	0.00	0.00	0.00	
Vehicle				
Other:				
<b>Total Monthly Expenses</b>	<b>\$2,460.00</b>	<b>\$2,280.00</b>	<b>\$1,780.00</b>	<b>0</b>

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

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

### Personal Asset and Debt Chart

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

Line	Description of Asset and Debt Thereon	Gross Value	Total Amount Owed	Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	1829 W. BREWER SANTA ANA	\$350,000	- \$0	= \$350,000	MINE
2.	9742 W. TOMPKINS AVE LV	\$250,000	- \$0	= \$250,000	MINE
3.	5281 RIVER GLEN DR. #223 LV	\$100,000	- \$0	= \$100,000	MINE
4.	9470 PEACE WAY #118 LV	\$100,000	- \$0	= \$100,000	MINE
5.	7400 W. FLAMINGO RD #2082 LV	\$100,000	- \$0	= \$100,000	MINE
6.	1909 VILLA PALMS CT. #205 LV	\$100,000	- \$0	= \$100,000	MINE
7.	1401 N. MICHAEL WAY #114 LV	\$100,000	- \$0	= \$100,000	MINE
8.	2750 S. DURANGO DR. #1009 LV	\$100,000	- \$0	= \$100,000	MINE
9.	8101 W. FLAMINGO RD #1068 LV	\$100,000	- \$0	= \$100,000	MINE
10.	9580 W. RENO AVE #269 LV	\$100,000	- \$0	= \$100,000	MINE
11.	855 N. STEPHANIE ST. #2322 HDS	\$100,000	- \$0	= \$100,000	MINE
12.	2201 RAMSGATE DR. #125 HDS	\$100,000	- \$0	= \$100,000	MINE
13.	10925 S. EASTERN AVE HDS	\$2,000,000	- \$630,000	= \$1,370,000	MINE
14.	401K/PROFIT SHARING PLAN	\$1,286,740	- \$0	= \$1,286,740	MINE
15.	INTERACTIVE BROKERS	\$3,700,000	- \$1,980,000	= \$1,724,000	MINE
<b>Total Value of Assets (add lines 1-15)</b>		<b>\$11,733,740</b>	<b>- \$2,610,000</b>	<b>= \$8,827,740</b>	

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

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	CITI CARD	\$ 5000.00	MINE
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
<b>Total Unsecured Debt (add lines 1-6)</b>		<b>\$0</b>	



### CERTIFICATE OF SERVICE

I hereby declare under the penalty of perjury of the State of Nevada that the following is true and correct:

That on (date) January 29, 2019, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

☐ Via 1<sup>st</sup> Class U.S. Mail, postage fully prepaid addressed as follows:

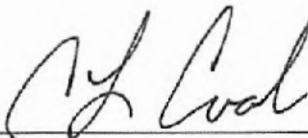
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☐ Via Electronic Service, in accordance with the Master Service List, pursuant to NEFCR 9, to:

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☒ Via Facsimile and/or Email Pursuant to the Consent of Service by Electronic Means on file herein to: info@thedklawgroup.com

Executed on the 29<sup>th</sup> day of January, 2019.

  
Signature



**EXHIBIT "A"**

Line	Description of Assets	Gross Value	Total Owed	Net Value	Whose Name
16	Maricopa, AZ - 50% Interest	\$370,000.00	0	\$185,000.00	Mine
17	Golden Valley AZ Partial Interest	\$315,000.00	0	\$315,000.00	Mine
18	Sunsite, AZ Partial Interest	\$175,000.00	0	\$175,000.00	Mine
19	Sahara Surgery Center	\$50,000.00	0	\$50,000.00	Mine
20	Toothfairy Sahara	\$700,000.00	0	\$700,000.00	Mine
21	Toothfairy Eastern	\$300,000.00	0	\$300,000.00	Mine
22	Defined Benefit Plan Etrade	\$500,000.00	0	\$500,000.00	Mine
23	529 Kids College Fund	\$922,000.00	0	\$922,000.00	Mine

**LUONG INVESTMENTS, LLC**  
**Profit & Loss**  
January through December 2017

---

	Jan - Dec 17
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
501 · RENTAL INCOME-SMITH	113,604.78
502 · RENTAL INCOME-LUONG, P.C.	0.00
504 · RENTAL INCOME	93,174.00
517 · LESS REFUNDS/ NSF	-1,995.00
<b>Total Income</b>	<b>204,783.78</b>
<b>Expense</b>	
610 · ASSOCIATION DUES	24,597.48
626 · BANK CHARGES	103.95
629 · BOOKKEEPING	1,200.00
630 · CLEANING-RENTALS	195.00
635 · COLLECTION COSTS	1,080.00
660 · CREDIT CHECK	79.80
680 · EVICTION EXPENSES	390.00
690 · GO SECTION 8	398.88
691 · INSURANCE	2,080.53
696 · INTEREST	23,185.41
700 · LANDSCAPING	317.45
711 · LEGAL AND ACCOUNTING	9,121.58
715 · LICENSES & DUES	979.00
760 · PEST CONTROL	65.00
779 · MAINTENANCE & REPAIRS	25,952.66
793 · SUPPLIES	136.00
803 · TAXES-PROPERTY	21,998.46
809 · TELEPHONE	62.00
831 · UTILITIES	4,879.55
<b>Total Expense</b>	<b>116,822.75</b>
<b>Net Ordinary Income</b>	<b>87,961.03</b>
<b>Net Income</b>	<b>87,961.03</b>

## MINH-NGUYET LUONG, D.D.S., P.C.

## Profit &amp; Loss

January through December 2017

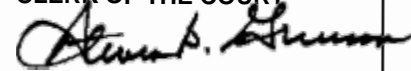
	Jan - Dec 17
<b>Ordinary Income/Expense</b>	
Income	
501 · FEES-TOOTHFAIRY DENTAL	1,957,576.33
517 · PATIENT & INS CO REFUNDS	-3,756.06
<b>Total Income</b>	<b>1,953,820.27</b>
Expense	
604 · ADMIN OF RETIREMENT PLAN	601.24
607 · ADVERTISING	224,045.42
608 · ALARM SERVICE	357.00
626 · BANK CHGS & CREDIT CARD DISC.	2,941.26
630 · BOOKKEEPING	1,800.00
644 · BUSINESS DEVELOPMENT EXPENSES	1,645.92
654 · COMPUTER EXPENSES	1,084.48
659 · CONTINUING MEDICAL EDUCATION	505.00
675 · DRUGS AND DENTAL SUPPLIES	42,392.20
683 · GAS, OIL, REPAIRS	2,707.68
687 · GIFTS, FLOWERS, BEREAVEMENTS	398.00
691 · INSURANCE-BUSINESS	229.00
693 · INSURANCE- WORKMANS COMP.	1,365.00
695 · INSURANCE- MALPRACTICE	4,410.56
697 · INTERNET ACCESS & WEBSITE	306.48
703-13 · LAB-RELIABLE DENTAL	2,618.00
711 · LEGAL AND ACCOUNTING	1,000.00
715 · LICENSES AND DUES	4,589.25
725 · MARKETING	115.00
735 · OFFICE CLEANING	45.00
739 · OFFICE EXPENSES	1,143.61
743 · OFFICE SALARIES	114,177.51
744 · OFFICE SUPPLIES	4,680.97
745 · PAYROLL SERVICE	2,319.54
759 · POSTAGE & SHIPPING	390.60
767 · PRINTING	490.72
771-9 · PROF. ASSIST. - PHI LUONG	43,500.00
771-14 · PROF.ASSIST.-A. DAO	12,370.70
772-3 · PROF. ASSIST. OTHER- E MEMBRENO	34,750.76
772-5 · PROF.ASSIST-AMANDA CAMPBELL	9,197.36
775-2 · RENT-LUONG INVESTMENTS	25,300.00
775-3 · RENT-LBUBS (Sahara)	39,414.08
779 · REPAIRS AND MAINTENANCE	89.80
783-2 · SEC.SERV.-CARMEN TENORIO	4,070.78
783-3 · SEC.SERV.-CRYSTAL CORONADO	8,956.08
783-4 · SEC.SERV.-RHONDA CASSLE	18,645.80
783-5 · SEC.SERV.-ILDA CHIRINO	21,630.64
783-6 · SEC.SERV.-KAREN PARRA CARRILLO	13,246.30
783-7 · SEC.SERV.-RAQUEL RAMIREZ	4,313.98
783-8 · SEC.SERV-V. LOPEZ-COTA	112.37
793 · SUPPLIES	4,360.84
803 · TAXES-OTHER	965.40
805 · TAXES-PAYROLL	26,281.20
809 · TELEPHONE, FAX, CELL, INTERNET	8,749.53
813 · TRAVEL	6,717.94
831 · UTILITIES	5,290.52
<b>Total Expense</b>	<b>704,323.52</b>
<b>Net Ordinary Income</b>	<b>1,249,496.75</b>
<b>Other Income/Expense</b>	
Other Income	
901 · INTEREST INCOME	2.46
<b>Total Other Income</b>	<b>2.46</b>
Other Expense	
855 · OFFICER COMPENSATION	270,000.00

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	<b>Jan - Dec 17</b>
<b>867 - PROFIT SHARING PLAN</b>	<b>222,601.18</b>
<b>Total Other Expense</b>	<b>492,601.18</b>
<b>Net Other Income</b>	<b>-492,598.72</b>
<b>Net Income</b>	<b><u>756,898.03</u></b>

10

10



**MOT**  
NEIL M. MULLINS, ESQ.  
Nevada Bar No. 3544  
KAINEN LAW GROUP, PLLC  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
PH: (702) 823-4900  
FX: (702) 823-4488  
Service@KainenLawGroup.com  
Attorney for Defendant  
Minh Nguyet Luong

EIGHTH JUDICIAL DISTRICT COURT - FAMILY DIVISION  
COUNTY OF CLARK, STATE OF NEVADA

JAMES W. VAHEY,  
Plaintiff

v.

MINH NGUYET LUONG,  
Defendant.

CASE NO. D-18-581444-D  
DEPT NO. H

Date of Hearing: 03/12/2019  
Time of Hearing: 10:00 a.m.

**Oral Argument Requested**

**DEFENDANT'S MOTION FOR PRIMARY PHYSICAL CUSTODY TO  
RELOCATE WITH MINOR CHILDREN TO SOUTHERN  
CALIFORNIA**

**NOTICE: PURSUANT TO EDCR 5.25(a) YOU ARE REQUIRED TO  
FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK  
OF THE COURT AND TO PROVIDE THE UNDER-SIGNED WITH A  
COPY OF YOUR RESPONSE WITHIN TEN (10) DAYS OF YOUR  
RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN  
RESPONSE WITH THE CLERK OF THE COURT WITHIN TEN (10)  
DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE  
REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT  
HEARING PRIOR TO THE SCHEDULED HEARING DATE.**

...

COMES NOW, Defendant, MINH LUONG ( hereinafter "MINH" or  
"Mother") by and through her attorney, NEIL M. MULLINS, ESQ., of the  
KAINEN LAW GROUP, PLLC, and moves this Court for an Order granting the  
following relief:

1 1. An Order granting MINH primary physical custody of the parties'  
2 minor children, to-wit: HANNAH VAHEY, born March 19, 2009, MATTHEW  
3 VAHEY, born June 26, 2010 and SELINA VAHEY, born April 4, 2014.

4 2. An Order allowing MINH to relocate to Irvine, California with the  
5 parties' minor children;

6 3. That pending hearing on the motion only, that the Court order an  
7 equal timeshare, with JIM having the children from Mondays after school to  
8 Wednesdays after school; that MINH have from Wednesdays after school to  
9 Fridays after school; and that the parties alternate weekends.

10 4. That the Court offset set child support with transportation expenses  
11 offsets in accordance with NRS 125B.080;

12 5. That the Court consider a judgment for attorney fees and costs for  
13 unreasonable refusal to grant consent for relocation under NRS 125C.007.

14 This *Motion* is made and based upon the Points and Authorities submitted  
15 herewith, the Declaration of MINH, attached hereto, and upon such argument  
16 as may be made by counsel at the time of the hearing of this matter.

17 DATED this 29<sup>th</sup> day of January, 2019.

18 KAINEN LAW GROUP, PLLC

19  
20 By: 

21 NEIL M. MULLINS, ESQ.  
22 Nevada Bar No. 3544  
23 3303 Novat Street, Suite 200  
24 Las Vegas, Nevada 89129  
25 Attorney for Defendant  
26  
27  
28



**NOTICE OF MOTION**

TO: JAMES VAHEY, Plaintiff;

TO: ROBERT P. DICKERSON, ESQ., attorney for Plaintiff:

PLEASE TAKE NOTICE that the undersigned will bring the foregoing *Motion* on for hearing before the above-entitled Court on the following setting, or as soon thereafter as the same may be heard: March 12, 2019 at 10:00 a.m. .

DATED this 29<sup>th</sup> day of January, 2019.

KAINEN LAW GROUP, PLLC

By: 

NEIL M. MULLINS, ESQ.  
Nevada Bar No. 3544  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
Attorney for Defendant

**POINTS AND AUTHORITIES**

The parties, MINH and Plaintiff, JAMES VAHEY( hereinafter “JIM” or “Father” were married in Henderson, Nevada on July 8, 2006. They have resided together and raised three (3) minor children, to-wit: HANNAH VAHEY, born March 19, 2009, MATTHEW VAHEY, born June 26, 2010 and SELINA VAHEY, born April 4, 2014. . . .

MINH brings this instant *Motion* under NRS125C.007 seeking primary physical custody for the purpose of relocation with the children to Irvine, (Orange County) California. A valid and enforceable Prenuptial Agreement was executed by the parties prior to marriage, and is dispositive of all (or nearly all) divorce issues not involving the custody and support of the three children. Therefore the focus of this motion is custody, relocation, and best interests of the children.

There is an often argued position that relocation requests are necessarily



1 for the relocating parent, and not the children. As the argument goes, it is always  
2 in the best interest of children that wherever practical, that they be raised by both  
3 parents. But we do not live in a utopian world. The Nevada legislature codified  
4 its precedent to establish the pathway necessary to prevail in a relocation case.  
5 See NRS 125C.007. While the burden is on the relocating party to prove the move  
6 is in the best interest of the children, said statute does not require an  
7 extraordinary burden, but a mere preponderance of evidence to establish the  
8 statutory factors are satisfied by the moving party.

9 These parties have been planning and contemplating a move together, to  
10 Irvine, in Orange County, California since at least 2009. MINH arranged her  
11 finances, bought a home in Irvine, and solicited offers to sell her business, so that  
12 she could retire from practicing dentistry in Las Vegas and raise her children full  
13 time, near her family in Irvine. MINH thought until recently, that JIM was on  
14 board with the family moving. JIM was to reduce his surgery practice in Las  
15 Vegas to 3 days per week, and live in Irvine with the family 4 days per week until  
16 he fully retired.

17 The plan has been discussed and refined since the first child, HANNAH,  
18 was born in 2009. MINH sacrificed by working long hours to save money. She  
19 had surgeries some mornings at 6:00am so that she could finish her day in time  
20 to help with homework and spend time with the children when they arrived home  
21 from school. She specifically did not forego practicing in Las Vegas, for the past  
22 several years to spend more time at home, so that she could save money to fund  
23 the parties' future plans in Irvine. MINH purchased a 6000 square-foot, brand  
24 new residence in Irvine in November 2017 at a cost of \$2.5 Million, after  
25 thoroughly shopping around Orange and San Diego counties with JIM. They  
26 even looked for beach houses because JIM is so fond of the water.

### 27 JIM REFUSES HIS CONSENT

28 When the parties married, JIM already owned a 3500 square-foot home on

1 the water at Lake Las Vegas, in Southeast Henderson. He worked long hours and  
2 spent his free time on his boats at home and at Lake Mead. He has used this  
3 “lifestyle on the water” argument as his excuse not to relocate the family to Irvine,  
4 or to more central valley location in Las Vegas. Now, JIM is not only refusing to  
5 relocate with the family; he has decided the children will not be allowed to  
6 relocate with MINH.

7 Since prior to marriage, MINH’s dental practice has been at Sahara and  
8 Buffalo in Las Vegas. She rented her former residence to move in with JIM. After  
9 the children were born, and MINH returned to regular practice hours again, she  
10 approached JIM about moving to a more central Las Vegas residence to  
11 dramatically save time commuting. Lake Las Vegas is extremely remote. It is very  
12 difficult to commute to work, to travel to and from the children’s private schools,  
13 for the children to get to extra-curricular activities, and is literally draining on the  
14 family schedule. The parties went through several nannies in one year, and  
15 MINH has resorted to finding live-in Vietnamese nannies from Orange County  
16 and the Las Vegas area to assist the parties.

17 Until very recently when the relocation issue came to head this past  
18 summer (2018), MINH was the nurturing parent spending more time and  
19 attention on the children. She is the parent primarily doing homework and  
20 helping them learn, preparing meals, and coordinating the children’s extra  
21 curricular activities. **See Declaration of Hieu Minh Luong, MINH’s sister,**  
22 **who has spent considerable time with the parties and their children.**  
23 MINH was the parent planning for their future. And she was the parent that had  
24 plans to reduce the involvement of nannies. Very recently, after the Complaint  
25 was served, when the parties first started alternating time with the children, it  
26 became abundantly clear to MINH that JIM is simply not prepared to have the  
27 children on his own. His first week of having the children alone resulted in  
28 forgotten school lunches, forgotten Tae Kwon Do bags and weapons, poor

1 hygiene for the youngest child resulting in a bottom rash, starving children, and  
2 the youngest child, the 4 year old, left outside running around the water without  
3 supervision. And that was just the first week!

4 The parties have planned the family move to Irvine since HANNAH was  
5 born in 2009. JIM initially promised that in three years he could transition his  
6 practice to facilitate the move. But as the three year period expired, JIM asked for  
7 another five years. That eight years combined period expires in April 2019. The  
8 parties even discussed this in marital counseling.

9 JIM will not be able to deny the family plans. He is aware the children know  
10 about it. The parties both discussed the plans with MINH's family, the therapist,  
11 the children, and others. JIM traveled to and from Orange County to look at  
12 various houses with MINH and the the children. JIM even suggested, at one  
13 point, that he would invest some of his money in a house in Orange County.

14 Eventually MINH bought the house in Irvine. While JIM did not see the  
15 home prior to purchase; he liked the neighborhood and the schools and  
16 considered others nearby. JIM never rejected MINH's purchase or advised  
17 against it. After initially agreeing to invest in the house, JIM later changed his  
18 mind and refused to put his money into the purchase, but he never suggested to  
19 MINH that she should not buy the house, which cost her \$2.5 million.

20 To further her plans, JIM watched MINH list her practice for sale in  
21 January 2018. He traveled to and from Irvine every two weeks for extended  
22 weekends at the new residence for six months, with the children. JIM physically  
23 put the children's bedroom furniture and school study desks together in each of  
24 their new rooms in anticipation of them going to school in Irvine for the  
25 upcoming year. JIM researched Catholic Churches near the new home and took  
26 the children to St. Thomas More Catholic Church on several occasions. JIM was  
27 aware MINH filled out pre-registration commitment forms the School district  
28 was requesting to verify there were enough students to expand the existing school

1 to K through 8<sup>th</sup> grade.

2 JIM did not tell MINH he had completely changed his mind about moving  
3 until approximately September 2018. And at that same time he started changing  
4 his hours at work and began spending more time at home with the children. Now  
5 MINH realizes this was in anticipation of a custody battle.

6 Since the purchase of the Irvine home in November 2017, the parties and  
7 their children spent two weekends per month, vacations, holidays, etc. in Orange  
8 County with all of MINH's family and friends. Everyone knew the parties were  
9 moving there. Then in approximately October 2018 JIM stopped going. He then  
10 reneged on his agreement to relocate, and subsequently decided to divorce. He  
11 has stated to MINH that "My life is here. My practice is here." When JIM was  
12 pressed about why he repeatedly told MINH that he was willing to move as a  
13 family, he just recently confessed that he consented to her move request "to  
14 appease her." He apologized for his changed plans, and stated he cannot leave his  
15 practice or his home in Lake Las Vegas.

16 MINH is distraught and shocked after 12 years of marriage. Her life's plan  
17 to raise her children near her family, to be a full-time mother, and to have her  
18 children learn more of the Vietnamese culture are now placed in jeopardy, or at  
19 least delayed due to a lengthy custody battle. MINH never wanted to keep the  
20 children from their father. She wanted the entire family to have a better life, with  
21 shorter work weeks and more time devoted to what matters: spending time  
22 together as a family.

23 MINH assured JIM, that although the plan within the PMA anticipated his  
24 earnings would pay 75% of the family expenses, that she was prepared to pay  
25 them all upon their relocation together to Orange County, and allow her and JIM  
26 to retire or work part time.

27 Thus, JIM knows her move is not designed to frustrate his contact with the  
28 children. She still has hope that JIM will relocate, as well.

**NRS 125C.007 Petition for permission to relocate; factors to be weighed by court.**

1. In every instance of a petition for permission to relocate with a child that is filed pursuant to NRS 125C.006 or 125C.0065, the relocating parent must demonstrate to the court that:

- (a) There exists a sensible, good-faith reason for the move, and the move is not intended to deprive the non-relocating parent of his or her parenting time;
- (b) The best interests of the child are served by allowing the relocating parent to relocate with the child; and
- (c) The child and the relocating parent will benefit from an actual advantage as a result of the relocation.

2. If a relocating parent demonstrates to the court the provisions set forth in subsection 1, the court must then weigh the following factors and the impact of each on the child, the relocating parent and the non-relocating parent, including, without limitation, the extent to which the compelling interests of the child, the relocating parent and the non-relocating parent are accommodated:

- (a) The extent to which the relocation is likely to improve the quality of life for the child and the relocating parent;
- (b) Whether the motives of the relocating parent are honorable and not designed to frustrate or defeat any visitation rights accorded to the non-relocating parent;
- (c) Whether the relocating parent will comply with any substitute visitation orders issued by the court if permission to relocate is granted;
- (d) Whether the motives of the non-relocating parent are honorable in resisting the petition for permission to relocate or to what extent any opposition to the petition for permission to relocate is intended to secure a financial advantage in the form of ongoing support obligations or otherwise;
- (e) Whether there will be a realistic opportunity for the non-relocating parent to maintain a visitation schedule that will adequately foster and preserve the parental relationship between the child and the non-relocating parent if permission to relocate is granted; and
- (f) Any other factor necessary to assist the court in determining whether to grant permission to relocate.

3. A parent who desires to relocate with a child pursuant to NRS 125C.006 or 125C.0065 has the burden of proving that relocating with the child is in the best interest of the child.

(Added to NRS by 2015, 2588)

...

...

1 One would arguably be hard pressed to find a more compelling case for  
2 relocation than the one at bar.

3 MINH, a successful dentist with a thriving practice, relied to her detriment  
4 on JIM's consensual actions and countless family involvement in the anticipated  
5 relocation of the entire family to move to Irvine, CA. As such, she bought and paid  
6 off a \$2.5 million, 6000 square-foot residence in Irvine, that is only a five minute  
7 walk to the children's school, and 15 minute drive to the home of her ailing  
8 parents, who need her assistance. MINH saved substantial amounts of money to  
9 be able to completely retire upon relocating, and agreed to share more expenses  
10 to assist JIM so that he could leave his practice and join her and the children.

11 JIM works long hours. He has been a party to several lawsuits that set him  
12 back financially, and until the last 120 days, rarely got home before 7:00 p.m.,  
13 when the children have to be in bed by 8:00 p.m. He previously took little interest  
14 in arranging activities for the children or partake in raising the children as equal  
15 partners. Recently, likely on the advice of counsel, JIM has demonstrably changed  
16 his priorities in anticipation of litigation. JIM stopped traveling to Orange County  
17 with the family every other weekend which was their custom since 2017 when  
18 MINH bought the new house. He started getting home earlier and attending the  
19 children's activities. JIM even planned a children's party, for the first time, while  
20 MINH was out of town for the weekend.

21 Previously, JIM was singularly focused on his home, his practice, and his  
22 money. He insisted the parties enter into a prenuptial agreement to protect what  
23 once was his superior estate, superior income, and superior practice.<sup>1</sup> Ten years  
24 later, after several lawsuits with partners and investors involving real estate  
25 investments gone sour, MINH had to loan JIM over \$1.6 million to achieve  
26

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27 <sup>1</sup> JIM insisted on an agreement where the parties kept their separate property, shared no community  
28 estate, and provided no alimony upon divorce.

1 settlement of his lawsuits.<sup>2</sup> The lawsuits finalized about nine months ago and  
2 without MINH's personal loan, JIM would probably have lost his office building  
3 and/or his practice.

4 MINH believes JIM is now jealous of her success, and for that reason he will  
5 do anything to keep her from achieving her dream of raising the children and  
6 educating them in around her family in Orange County. MINH has amassed a  
7 small fortune with her investments and intends to retire from practicing dentistry.  
8 MINH will either sell her practice or hire others to maintain the practice, so that  
9 she can focus on her children, and on her aging parents who need her help.

10 ...

### 11 **Sensible Good Faith Reasons and Actual Benefits Analysis**

12 1. Irvine was ranked by the FBI as the safest city in which to live in 2017.  
13 The public schools in Irvine are the highest rated schools nationwide. Irvine is  
14 highly sought after as the ideal city to live and raise a family.

15 2. All of MINH's family, and the children's closest extended family members  
16 live in Orange County . MINH's parents have seven children. MINH's siblings  
17 have families in close proximity.

18 3. MINH is Vietnamese. Orange County has one of the largest communities  
19 of Vietnamese people outside of Vietnam. The culture and language is important  
20 to MINH and the children.

21 4. MINH's parents are older and frail. They need MINH's help. It is  
22 Vietnamese culture for the children to help their parents as they get older. MINH  
23 is financially independent. Her siblings are working and raising their families.  
24 MINH is now relied upon by family to do her part as her parents get more

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25  
26 <sup>2</sup> In one lawsuit, JIM actually asked to borrow \$1 million from MINH, who was wrongfully named a  
27 defendant merely because they were married. The terms of the proposed settlement would only  
28 have resolved the claims against JIM, and would have left MINH as a defendant. MINH had to hire  
separate counsel to exonerate herself as well.

1 dependent.

2 5. MINH's parents, ages 78 and 74, are not in good health and need her  
3 assistance to manage their home life, medical appointments, and day to day help.  
4 MINH's father had a stroke 13 years ago. He can no longer drive. His condition  
5 has deteriorated over the past two years. When MINH was there she noticed that  
6 her father had severe shortness of breath, wheezing, and his inability to walk.  
7 MINH took him to the ER and he had to be admitted for chronic pulmonary  
8 disease. He cannot bathe or dress himself, and at times he cannot walk.

9 6. MINH's Mom cannot care for her Dad like she used to; she does not  
10 drive. MINH's mom has rheumatoid arthritis and osteoporosis. She limps and  
11 drags her leg when she walks. Her fingers curl up from auto immune disease and  
12 put her in extreme pain which prevents her from doing the regular chores she  
13 once took for granted. She developed thrombocytopenia, a condition causing  
14 internal bleeding. It went unnoticed, until MINH discovered the problems and  
15 brought her to appointments to get the treatment and a proper diagnosis.

16 7. MINH feels isolated, lonely and helpless in Henderson, in the rather  
17 isolated community of Lake Las Vegas. MINH knows her parents need her and  
18 that all three of her children would thrive more being surrounded by friends,  
19 family and the cultural surroundings offered at their home in Irvine.

20 8. MINH intends to completely retire from practice. The children will not  
21 require nannies. The parties have had a revolving door of nannies in Henderson  
22 due to the active practices of both parents, and the relative isolation of Lake Las  
23 Vegas Community. The children have no friends/peers within the entire  
24 community that they can play with.

25 9. Upon relocation, MINH intends to spend the weekdays days with her  
26 parents while the children are in class, and then attend to them after school. She  
27 will not require a nanny, and the children have relatives who can assist with their  
28 care when necessary. MINH's sister is the person both parties trusted to watch



1 the children when they vacationed together. MINH's siblings, who are by no  
2 means wealthy, placed over \$320,000 in the children's 529 plan accounts, and  
3 consider these three children as integral parts of the extended family. And the  
4 children have cousins within the same age group and friends to play with.

5 10. Irvine is not isolated like Lake Las Vegas. The children can walk to  
6 school versus a 30 minute drive. Similarly, trips to sporting events and activities  
7 are not a burden. They can awake at normal hours, be prepared for school by a  
8 parent instead of nannies, and can live in the community where they attend  
9 school, know their neighbors and be raised as normal members of an integrated  
10 community and not in a retirement community like Lake Las Vegas.

11 11. The parties will save over \$45,000 per year in private school tuition  
12 because the public schools in their Irvine neighborhood are among the best in  
13 California.

#### 14 Reasonable Alternative Visitation is Assured

15 MINH offers the following visitation schedule to JIM.

16 • One weekend per month in Las Vegas , inclusive of three-day  
17 weekends during the children's school year (Labor Day, Colombus Day, Veterans  
18 Day, Martin Luther King, Jr. Day/or President's day, Memorial Day and staff  
19 development days), which equates to **15-20 days**.

20 • A second weekend each month in Irvine, upon 10 days' notice and  
21 requiring JIM to take the children to all of their scheduled activities. MINH will  
22 offer JIM a room in her home where he can keep his belongings, MINH will also  
23 share with JIM the airline and car rental expenses he incurs for these visits, if  
24 any.

25 • **51 days** of Summer Break, commencing the day the children are  
26 released from school;

27 • Thanksgiving Break, which equates to **5-7 days** each year (depending  
28 on when the children are released from school for the Thanksgiving Break);

- Spring Break, which equates to **9 days** each year;
- **7 days** of the Christmas/Winter break each year; and

### **More Stability and Structure For the Children**

Overall, the move offers more stability and structure for these children than the life that they have lived thus far in Henderson. They can sleep in and not have long commutes to school and events. They will constantly be with their parents or with family members. They will live near, play with and compete with children they go to school with.

They are within 30 minutes of the beach, and can play outside all year long. The parks, schools, and cultural atmosphere is second to none. The children will be bi-lingual and brought up to respect other cultures. The children are already used to traveling between Henderson and Irvine and will not be as inconvenienced by travel.

Finally, and most importantly, the children will experience the least trauma if allowed to live primarily with MINH in Irvine rather than with JIM in Henderson. While the children are comfortable with JIM, spend time on the boats with him, attend Catholic Church and other activities with him, they still spend much more time with their mom, and are emotionally attached to her, if only because she has always devoted more time to them in their daily lives. MINH is moving to Irvine. Her life, and the life she has built for her children are in Irvine. Her home is in Irvine. Her family needs her in Irvine. And she believes the children will be happier, more secure, better educated, and will have more interactions with other children, if allowed to relocate with her to Irvine. So the Court will have a true *Potter v. Potter*<sup>3</sup> analysis to make at trial. Will the children be better off residing in Henderson with JIM or in Irvine with MINH? The

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<sup>3</sup> *Potter v. Potter*, 121 Nev. 60 ( 2005) which was heard before the recent legislative changes to NRS125C, that the real issue in a relocation case between joint custodians is whether the children are better off living in State A with one parent or in Nevada with the other.

1 travesty of having to try this case is that due to JIM's actions, and acquiescence the  
2 plans, JIM has essentially already agreed the children should be allowed to live in  
3 Irvine. This move is most compelling because both parents discussed, planned  
4 and already made considerable efforts to transition the children to the relocation.  
5 Had the move not served their children's best interests, would it have ever been  
6 considered, by both parties?

### LEGAL AUTHORITY

#### **NRS 125C.007 Petition for permission to relocate; factors to be weighed by court.**

1. In every instance of a petition for permission to relocate with a child that is filed pursuant to NRS 125C.006 or 125C.0065, the relocating parent must demonstrate to the court that:

(a) There exists a sensible, good-faith reason for the move, and the move is not intended to deprive the non-relocating parent of his or her parenting time;

(b) The best interests of the child are served by allowing the relocating parent to relocate with the child; and

(c) The child and the relocating parent will benefit from an actual advantage as a result of the relocation.

2. If a relocating parent demonstrates to the court the provisions set forth in subsection 1, the court must then weigh the following factors and the impact of each on the child, the relocating parent and the non-relocating parent, including, without limitation, the extent to which the compelling interests of the child, the relocating parent and the non-relocating parent are accommodated:

(a) The extent to which the relocation is likely to improve the quality of life for the child and the relocating parent;

(b) Whether the motives of the relocating parent are honorable and not designed to frustrate or defeat any visitation rights accorded to the non-relocating parent;

(c) Whether the relocating parent will comply with any substitute visitation orders issued by the court if permission to relocate is granted;

(d) Whether the motives of the non-relocating parent are honorable in resisting the petition for permission to relocate or to what extent any opposition to the petition for permission to relocate is intended to secure a financial advantage in the form of ongoing support obligations or otherwise;

(e) Whether there will be a realistic opportunity for the non-relocating parent to maintain a visitation schedule that will adequately foster and preserve the parental relationship between the child and the non-relocating parent if permission to relocate is granted; and

(f) Any other factor necessary to assist the court in determining whether to grant permission to relocate.

1 3. A parent who desires to relocate with a child pursuant  
2 to NRS 125C.006 or 125C.0065 has the burden of proving  
3 that relocating with the child is in the best interest of the  
4 child.  
(Added to NRS by 2015, 2588).

### 5 **Argument**

6 MINH will prove that the move to Irvine will afford many actual advantages  
7 and improve the quality of life not only for the children, but for MINH as well. The  
8 primary advantage for the children is the fact that MINH will be a stay-at-home  
9 mother to maximize their children's priorities, while not having to worry about  
10 maintaining a business. The children will be surrounded by MINH and their  
11 extended family members (grandparents, aunts, uncles and cousins). They  
12 already love their new home, they know the community and enjoy being exposed  
13 to the multi-cultural aspects.

14 MINH is Buddhist. The children have been raised Catholic and attend Mass  
15 with their father in Henderson. MINH will never interfere or demand that the  
16 children make a choice. But they have enjoyed learning and being exposed to the  
17 Buddhist culture as well. They enjoy their Vietnamese culture and family  
18 traditions in Orange County, and are quite isolated at Lakes Las Vegas.

19 While it is understood that they will not see their father every day, or half of  
20 every week, if the move is allowed, they will have a more stable and better life with  
21 their Mom by comparison. It would be a miscarriage of justice if this relocation  
22 motion is denied, as the Nevada Supreme Court has consistently reversed orders  
23 denying relocation requests under less compelling circumstances. See *Jones v.*  
24 *Jones*, 100 Nev. 1253 885 P.2d 563 (1994)<sup>4</sup>, which also still remains applicable

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25 <sup>4</sup> In *Jones*, the Court clarified that the parent requesting to relocate with the child does not  
26 have to show an economic or material advantage or benefit to satisfy the "actual advantage"  
27 threshold. This Court goes on to state, that the relocating parent only needs to demonstrate  
28 a sensible, good faith reason for the move and the District Court should concentrate on the  
factors set forth in *Schwartz* and the primary analysis should be on the possibility of  
reasonable alternative visitation.

1 under the newly codified relocation statutes. The Nevada Supreme Court has held  
2 that denial of a move under these circumstances was grounds for reversal. See  
3 also *McGuinness v. McGuinness*, 114 Nev. 1431 (1998) where the Nevada  
4 Supreme Court ruled it was reversible error for the trial court to deny a move  
5 based solely on the fact that the father's joint custody schedule would be  
6 negatively impacted by the move, holding that if the relocating parent in a joint  
7 physical custody situation demonstrates sensible good faith reasons to relocate,  
8 the focus should return to whether a reasonable alternative to visitation is  
9 available to restore meaningful contact.

10 In *Gandee v. Gandee*, 11 Nev. 754, 757-59, 895 P.2d 1, (1995), the Court  
11 addressed two consolidated relocation matters. In the first matter, the Court held  
12 that an out-of-state move was improperly denied where the father has a greater  
13 family support system in Oregon, housing would improve, his financial position  
14 would be improved, and his expanded career opportunities would benefit the  
15 children. In the second matter, the Supreme Court held that an out-of-state  
16 relocation was improperly denied where a mother with primary custody was  
17 moving the Court to relocate to Colorado to live with her new husband. In *Gandee*,  
18 mother showed that the move would offer a great house in a wonderful  
19 neighborhood, two-step brothers, and the chance for this mother to be a full-time  
20 homemaker.<sup>5</sup> Lastly, the *Gandee* Court also noted that a denial of a proposed  
21 move based upon disrupting weekly visitation and contact places an "unfair  
22 burden" on the custodial parents.<sup>6</sup>

23 In the instant matter, MINH will show this Court, through testimony and  
24 evidence, that the move to Irvine will improve the children's housing, their  
25 education, their sense of community, and the overall quality of life. The children  
26

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27 <sup>5</sup> See *Gandee v. Gandee* at 759-63, 895 P.2d at 1288-1291.

28 <sup>6</sup> See *Gandee v. Gandee* at 761, 895 P.2d at 1290.

1 will live an affluent and wonderful neighborhood, experience unlimited cultural  
2 and extra-curricular experiences not available in Henderson, and enjoy a superior  
3 education. They will be surrounded and cared for by extended and close family  
4 members. MINH will have the opportunity to be a full-time homemaker, thereby  
5 enriching, and nurturing the children's life experiences.

6 The children will directly enjoy extremely superior advantages with MINH  
7 that cannot be duplicated by JIM at Lake Las Vegas. He lives in a remote, isolated  
8 area of town that is not conducive to the daily commutes necessary to privately  
9 educate the children while attempting to maintain his busy medical practice. He  
10 will have to rely upon nannies or others to raise the children, versus allowing to  
11 them to reside with a full-time parent. The children already complain about  
12 getting up at 6:00 a.m to be rushed across town to attend private school. Public  
13 schools are not an option for academics in the valley.

14 MINH ensures that reasonable alternative visitation exists for JIM, and that  
15 he will continue to receive constant access to his children, by way of telephone and  
16 video-conferencing (Facetime, Skype, etc.) communications with the children  
17 nearly anytime he desires.<sup>7</sup>

18 In addition, MINH promises to transport the children to Las Vegas once per  
19 month and to assist JIM to see them in Orange County once per month. This is in  
20 addition to affording him extended vacation time in the summers, Spring Break  
21 and holidays.

### 22 Child Support

23 If JIM agrees to the relocation and allows MINH primary physical custody,  
24

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25 <sup>7</sup> In *McGuiness v. McGuiness*, 114 Nev. 1431, 970 P.2d 1074 (1998), the Court, in a joint  
26 physical custody relocation case, reiterated the importance of alternative visitation  
27 arrangements and found that physical separation does not sever a parent's ability to  
28 maintain a significant bond and involvement in a child's life. This Court noted, some of the  
alternative methods of maintaining a significant relationship, include: "telephone calls, e-  
mail messages, letters and frequent visitations."

1 MINH will offset JIM's child support by paying for reasonable airfare and a rental  
2 car (once per month to Orange County and back) Additionally, MINH will waive  
3 JIM's contribution toward the children's considerable extra curricular activities  
4 expenses which currently are divided equally. He will no longer have to pay for  
5 a nanny or private school and he will be less burdened financially.

### 6 Attorney Fees and Costs

7 MINH should recover her legal fees and costs pursuant to NRS 125C.007  
8 due to the fact that JIM has unreasonably withheld his consent to allow this move  
9 to take place. The statute contemplates that after a review of the relevant facts and  
10 statutes, the non-relocating parent should consider the best interests and needs  
11 of his children before denying a move request. This statute specifically applies to  
12 joint physical custodians, thereby not requiring a higher evidentiary burden.

13 MINH respectfully argues that any reasonable parent, similarly situated to  
14 JIM would have granted the move request, being that he was the person who  
15 abruptly derailed the entire family 's long planned plan to relocate. However,  
16 JIM's view of the family being continually subservient to his schedule, and his lack  
17 of attention to the efforts MINH has made to improve their lives has caused  
18 significant error in his judgment. While a parent is entitled to his day in court to  
19 determine what he believes is in his children's best interest, the legislature has  
20 placed a burden on that decision. If a parent decides to *unreasonably* withhold  
21 consent, even in joint physical custody cases, he does so at his own peril. Due to  
22 the fact that his bad decision will cause considerable legal fees to MINH, who is  
23 the more involved parent, he should be obliged to pay her legal fees for his ill-  
24 advised decision. Justice is fair, but it comes at a price. In the alternative, MINH  
25 seeks a judgment for prevailing party legal fees.

26 NRS 18.010, and *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005) also  
27 warrant fees.  
28

## NRS 18.010. Award of attorney's fees.

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

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

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

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

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

4. Subsections 2 and 3 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.

The Nevada Supreme Court addressed the issue of attorney's fees in the case of *Miller v. Wilfong, Id.* The Court stated:

[W]hile it is within the trial court's discretion to determine the reasonable amount of attorney fees under a statute or rule, in exercising that discretion, the court must evaluate the factors set forth in *Brunzell v. Golden Gate National Bank* [85 Nev. 345, 455 P.2d 31 (1969)]. Under *Brunzell*, when courts determine the appropriate fee to award in civil cases, they must consider various factors, including the qualities of the advocate, the character and difficulty of the work performed, the work actually performed by the attorney, and the results obtained. We take this opportunity to clarify our jurisprudence in family law cases to require trial courts to evaluate the *Brunzell* factors when deciding attorney fee awards. Additionally, the *Wright v. Osburn* [114 Nev. 1367, 1370, 970 P.2d 1071, 1073 (1998)], this court stated



that family law trial courts must also consider the disparity in income of the parties when awarding fees. Therefore, parties seeking attorney fees in family law cases must support their fee request with affidavits or other evidence that meets the factors in *Brunzell* and *Wright*.

The *Brunzell* factors adopted by the Nevada Supreme Court were derived from an Arizona case, *Schartz v. Schwerin*, 336 P.2d 144, 146 (Ariz. 1959). *Schwartz* classified the factors into four general areas:

"(1) *the qualities of the advocate*: his ability, his training, education, experience, professional standing and skill; (2) *the character of the work to be done*: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation; (3) *the work actually performed by the lawyer*: the skill, time and attention given to the work; (4) *the result*: whether the attorney was successful and what benefits were derived. Furthermore, good judgment would dictate that each of these factors be given consideration by the trier of fact and that no one element should predominate or be given undue weight. (citations omitted).

In the case at bar, the Court should consider the following in applying the foregoing factors:

**1. Qualities of MINH's Advocates**

The qualities of MINH's attorney are excellent. Mr. Mullins is an AV rated, Nevada Certified Family Law Specialist with (30 years) experience and training in the field of Family Law Litigation. He is a fellow, American Academy of Matrimonial Lawyers. As the prevailing party in this custody case, MINH should recover all of her legal fees and costs. Mr. Mullins' hourly rate is \$500.00, and such is at or below what his peers charge with similar work experience and value. Paralegals were also utilized to keep costs down, at the lower rate of \$200.00 per hour or less.

**2. The Character of the Work Done**

In this instance, MINH's counsel was charged with the task of representing

1 her in a relocation/custody custody case. Under the circumstances of this case,  
2 the character of work required to litigate this matter certainly justifies the fees  
3 incurred.

### 4       **3. The Results**

5       The final factor adopted in *Brunzell*, is whether the attorney was successful  
6 and what benefits were derived. Assuming MINH is the prevailing party, then  
7 pursuant to NRS 18.010 and the relocation statutory mandate, and the *Brunzell*  
8 factors, MINH is entitled to an award of attorney's fees and costs.

### 9                   **CONCLUSION**

10       Based on the foregoing, MINH respectfully requests:

11       1. An Order granting MINH primary physical custody of the parties'  
12 minor children, to-wit: HANNAH VAHEY, born March 19, 2009, MATTHEW  
13 VAHEY, born June 26, 2010 and SELENA VAHEY , born April 4, 2014.

14       2. An Order allowing MINH to relocate to Irvine, California with the  
15 parties' minor children;

16       3. That pending hearing on the motion only, that the Court order an  
17 equal timeshare, with JIM having the children from Monday after school to  
18 Wednesday after school; that MINH have from Wednesday after school to Fridays  
19 after school; and that the parties will alternate weekends.

20       4. That the Court offset set child support with transportation expenses  
21 offsets in accordance with NRS 125B.080;

22       5. That the Court consider a judgment for attorney fees and costs for  
23 unreasonable refusal to grant consent for relocation under NRS 125C.007.

24 ...

25 ...

26 ...

27 ...

28 ...

1 DATED this 29<sup>th</sup> day of January, 2019.  
2

3 KAINEN LAW GROUP, PLLC  
4

5 By: 

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1                   **DECLARATION OF DEFENDANT, MINH LUONG, IN SUPPORT OF**  
2                   **DEFENDANT'S MOTION FOR PRIMARY CUSTODY TO RELOCATE WITH**  
3                   **MINOR CHILDREN TO SOUTHERN CALIFORNIA**

4                   I, MINH LUONG, Defendant in the above-entitled action, declare under penalty  
5 of perjury, under the laws of the State of Nevada, that the following statements are true to the  
6 best of my knowledge; except as to those matters stated upon information and belief, and as to  
7 those matters, I believe them to be true:

8                   I have read *Defendant's Motion for Primary Physical Custody to Relocate with*  
9 *Minor Children to Southern California*, and the facts contained therein are true and correct  
10 according to my own personal knowledge and as such, I adopt all facts contained therein as my  
11 personal declaration in support of said *Motion* as if those facts were fully set forth herein.

12                   EXECUTED this 29<sup>th</sup> day of January, 2019.

13  
14                     
15                   MINH LUONG,  
16                   Defendant

KAINEN LAW GROUP, PLLC  
3303 Nova Street, Suite 200  
Las Vegas, Nevada 89129  
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1     **DECLARATION OF HIEU MINH LUONG IN SUPPORT OF MINH NGUYET LUONG**  
2     **PRIMARY PHYSICAL CUSTODY AND RELOCATION REQUEST**

3     I, HIEU MINH LUONG, declare and if called upon to testify and sworn could competently  
4     testify to the following:

5     I am licensed to practice law in all the Courts of the State of Nevada and in the State of  
6     California. I currently reside in Orange County, California.

7     I am the younger sister of MINH NGUYET LUONG'S (hereinafter "MINH" or "MOTHER").  
8     I have known JAMES W. VAHEY (hereinafter "JIM" or "FATHER") for over 15 years and have lived  
9     with JIM and MINH for approximately three years, from 2007 to 2010.

10     JIM and MINH (hereafter collectively as "PARTIES" or "COUPLE") have three minor children,  
11     my nieces and nephew, namely: HANNAH VAHEY (age 9), MATTHEW VAHEY (age 8), and  
12     SELENA VAHEY (age 4) (collectively hereinafter "CHILDREN")

13     I do not have any children and consider these CHILDREN as my own. JIM and MINH appointed  
14     me as HANNAH'S Godmother and specifically entrusted me to raise the CHILDREN as their legal  
15     Guardian in the PARTIES' estate plans, should something happen to them. I was present during all of  
16     the CHILDREN'S birth and am listed as the emergency contact person if both of them cannot be  
17     reached. The PARTIES have gone on multiple vacations just by themselves; and entrusted me to care  
18     for the CHILDREN in their absence. During all these times, I saw very little interaction between JIM'S  
19     family and the KIDS. For the most part, they often only see the CHILDREN once a year.

20     After HANNAH was born, I lived with the PARTIES for 3 to 4 days out of the week to help take  
21     care of the CHILDREN. I lived with them until a couple of months after MATTHEW was born. When  
22     I started Law School part time, I continued to travel and saw the PARTIES on my long weekends and  
23     holidays. During the extended time I lived with them, and up to now, I observed that MINH has always  
24     been predominantly responsible for the CHILDREN'S daily routine. MINH made sure all their  
25     homework was done, prepared their meals and school lunches. She fed them, bathed them, scheduled  
26     and transported the children to their doctors' appointments and extracurricular activities (like martial  
27     arts, swimming, summer programs and CHILDREN'S birthdays parties). She spends time teaching  
28     them the Vietnamese language and culture. I know JIM spends time with them as well, but what I  
   witnessed always, was MINH taking primary care of them as described above.

1        Additionally, I have spent numerous vacations with the PARTIES and their CHILDREN,  
2 including but not limited to the Disney cruise, Hawaii, Florida, Cancun, RV family road trip from Las  
3 Vegas to Seattle, and multiple ski trips. MINH planned these trips from scouting the locations, booking  
4 the accommodations and planning the activities for the KIDS. On these trips, JIM often brought his  
5 laptop and paperwork to do while MINH took care of the kids.

6        Starting October 2015, I accompanied the PARTIES to look for houses in Orange County, CA  
7 to relocate. The CHILDREN also went with us several times and played in the houses. We also looked  
8 at a couple of beach houses in February 2016. During the CHILDREN'S Spring Break in April 2017,  
9 the PARTIES decided to stay at the beach house in Newport Beach to determine if they would enjoy  
10 moving to a beachfront property. We primarily looked at properties in the City of Newport Beach and  
11 the City of Irvine. The PARTIES placed heavy emphasis on the CHILDREN'S education. During one  
12 of the house's viewing, in my presence, JIM asked the realtor for information on the assigned schools  
13 rating in anticipation of the move and raising the CHILDREN in Irvine.

14        In July 2017, after numerous house viewings, MINH decided to buy the Irvine house with the  
15 assigned school ranking 10 out of 10 according to GreatSchools.org criteria. It is within 5-10 minutes  
16 walking distance from her home.

17        The family spent that year's Thanksgiving and Christmas in their new Irvine house. Shortly after  
18 Christmas, on December 30th, the PARTIES went on vacation for 10 days while I stayed at the Irvine  
19 house with the CHILDREN. MINH planned the CHILDREN activities like art lessons and taekwondo  
20 and I assisted MINH in taking the CHILDREN to these lessons. During those 10 days the kids get to  
21 spent time with their uncle, aunts, maternal grandparents, cousins and made new friends.

22        Ever since the CHILDREN were born, the PARTIES spent a considerable amount of time in  
23 Orange County, CA and even more after the purchase of the Irvine home. Within the past year after the  
24 purchase of the new house, the PARTIES and their CHILDREN would commute routinely almost every  
25 other weekend to Irvine. They spent almost all Holidays, Spring Break, Thanksgiving, Christmas and  
26 a large part of their Summer Vacation in their new home so the kids could be comfortable with the new  
27 environment and the PARTIES can furnish the house and set up the CHILDREN'S beds and their school  
28 desks.

      In October 2018, I started to notice that JIM was not accompanying his family to the Irvine home

1 as frequently. And, after JIM filed for divorce in December 2018, he stopped coming completely. MINH  
2 and the CHILDREN continue to commute every other weekend.

3 I have observed that when the CHILDREN are in Orange County, they are genuinely very excited  
4 and happy to be in their Irvine home. Because they are so isolated in Lake Las Vegas with very little  
5 to no interaction with extended families and friends, it is always like Christmas morning for them  
6 whenever they arrive to their Irvine house. They know that they will be constantly surrounded by aunts  
7 and uncles, maternal grandparents, cousins and friends. They know that their cousins, in the same age  
8 group, live 12 minutes away and will be spending time with them. They know that their aunts and uncles  
9 who live 15 minutes away will be taking them to parks and will be doing activities with them. They  
10 know that their maternal grandparents live 18 minutes away. They know that their maternal grandmother  
11 (even though she has aches and pains from her autoimmune disease) adores them and cooks for them  
12 special Vietnamese dishes every time they visit her. Their maternal grandfather, even though he has  
13 major health issues and trouble walking would get out of his bed and play with them.

14 The PARTIES had set up a room for me at their Irvine house so I could be with them and the  
15 CHILDREN. I am currently living there part of the week, and with my parents part of the week. I am  
16 always willing and able to take care of the CHILDREN. They have no such relatives or friendly help  
17 in Las Vegas unless they pay a nanny.

18 The CHILDREN also have befriended the neighbor's children. The CHILDREN practice  
19 speaking Vietnamese while interacting with their relatives, cousins and Vietnamese friends in Irvine.  
20 They are so curious with their Vietnamese culture and constantly want to learn more about it.

21 Because of the nice weather here in Orange County, Hannah has developed a passion for  
22 gardening at her Irvine home. The COUPLE built a vegetable garden for her. HANNAH takes great  
23 pride in her garden. She planted Romaine lettuce, strawberries, herbs, tomatoes, Brussel sprouts,  
24 artichokes, and even chili pepper plants. She now cultivates her Romaine lettuce to make a salad for the  
25 family every time she is in her Irvine home.

26 I am extremely close to the CHILDREN. The CHILDREN have all confided to me that they love  
27 the new IRVINE house and that they are excited about the move and the new school. They had thought  
28 that they would have started school in the 2018 – 2019 school year. HANNAH had complained to me  
that she normally has to wake up at 6:00 a.m. in Henderson, NV, just to get ready to be at school on time

1 because of the long drive. At the IRVINE house, their school is a short 5-10 minute walk.

2 After the filing of the divorce, I've seen MINH encourage the CHILDREN to call and FaceTime  
3 JIM multiple times a day when they are in Irvine. She constantly asks them if they would like to talk  
4 to their dad. I have given the CHILDREN my iPad and MINH has installed and set up a way for the  
5 CHILDREN and JIM to talk and text each other any time they would like.

6 After working, living in and going on vacations with the PARTIES and the CHILDREN, I am  
7 absolutely certain that the CHILDREN will greatly benefit from being with MINH here in Irvine at their  
8 new home. MINH has always been the primary caretaker and has what it takes to raise all three  
9 CHILDREN. MINH places her KIDS and their interests as her number one priority. She is attentive to  
10 their education, health, happiness, and safety. I saw firsthand how attached all three CHILDREN are  
11 to MINH, especially SELENA, the 4 year old. MINH's devotion to the CHILDREN is undeniable and  
12 I have no doubt she will provide the best care for the CHILDREN.

13 JIM is very dedicated to his hand surgery practice. He relied on other hired help and his wife to  
14 take care of his CHILDREN and now only with hired help when the CHILDREN are with him. It is my  
15 deepest and sincere belief that if the Court allows JIM physical custody, it will do injustice to the  
16 CHILDREN. The CHILDREN will be cared for by nannies and babysitters instead of their own mom  
17 and extended family members who truly love and care for them.

18 I have no ill-will toward JIM. I know he loves his CHILDREN, I write this Declaration to state  
19 what I strongly believe is in the best interest of the CHILDREN having been actively involved with  
20 them since birth. If I did not believe the relocation was in the CHILDREN's best interests, I would not  
21 be supportive of this move, despite MINH's desires.

22 I declare under penalty of perjury under the laws of the State of Nevada that the above are true  
23 and correct.

24 Executed on Jan. 28, 2019, at Irvine, California.

25 Respectfully submitted,

26   
27 Hieu Minh Luong  
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NOTARY ACKNOWLEDGMENT

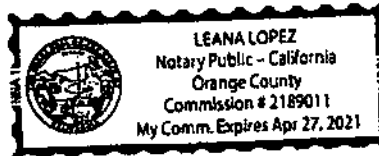
State of California }  
County of Orange }

On Jan 28th, 2019, before me, Leana Lopez, a Notary Public, personally appeared **HIEU MINH LUONG**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

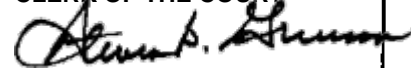
WITNESS my hand and official seal.

Leana Lopez  
Notary Public



11

11



1 **NEO**  
2 NEIL M. MULLINS, ESQ.  
3 Nevada Bar No. 3544  
4 KAINEN LAW GROUP, PLLC  
5 3303 Novat Street, Suite 200  
6 Las Vegas, Nevada 89129-8714  
7 Telephone (702) 823-4900  
8 Service@KainenLawGroup.com  
9 Attorney for Defendant

6 **EIGHTH DISTRICT COURT, FAMILY DIVISION**  
7 **CLARK COUNTY, NEVADA**

9 JAMES W. VAHEY,

10 Plaintiff,

11 vs.

12 MINH NGUYET LUONG,

13 Defendant.

CASE NO. D-15-581444-D  
DEPT NO. H

Date of Hearing: March 12, 2019  
Time of Hearing: ~~9:00 am~~ 10:00 a.m.

14 **NOTICE OF ENTRY OF STIPULATION TO RESCHEDULE CASE**  
15 **MANAGEMENT CONFERENCE**

16 TO: JAMES W. VAHEY

17 TO: ROBERT P. DICKERSON, ESQ., Attorney for Plaintiff

18 PLEASE TAKE NOTICE that on the 12<sup>th</sup> day of February, 2019, the *Stipulation*  
19 *and Order to Reschedule Case Management Conference* was entered in the above-  
20 captioned matter. A true and correct copy of the same is attached hereto.

21 DATED this 14<sup>th</sup> day of February, 2019.

22 KAINEN LAW GROUP, PLLC



26 NEIL M. MULLINS, ESQ.  
27 Nevada Bar No. 3544  
28 3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129-8714

KAINEN LAW GROUP, PLLC  
10091 Park Run Drive, Suite 110  
Las Vegas, Nevada 89145  
702.823.4900 • Fax 702.823.4488  
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 14<sup>th</sup> day of February, 2019, I caused to be served the foregoing *Notice of Entry of Stipulation and Order to Reschedule Case Management Conference*, to all interested parties as follows:

\_\_\_\_ BY MAIL: Pursuant to N.R.C.P. 5(b), I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, postage fully prepaid thereon, addressed as follows:

\_\_\_\_ BY CERTIFIED MAIL: I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, certified mail, return receipt requested, postage fully paid thereon, addressed as follows:

\_\_\_\_ BY FACSIMILE: Pursuant to EDCR 7.26, I caused a true copy thereof to be transmitted, via facsimile, to the following number(s):

  x   BY ELECTRONIC MAIL: Pursuant to EDCR 7.26 and N.E.F.C.R. Rule 9, I caused a true copy thereof to be served by electronic mail, via Odyssey Wiznet E-File & Serve, to the following e-mail address(es):

Info@thedklawgroup.com



Chris Cook, Paralegal  
KAINEN LAW GROUP, PLLC

*Steven D. Grierson*

1 **SAO**  
2 **NEIL M. MULLINS, ESQ.**  
3 **Nevada Bar No. 3544**  
4 **KAINEN LAW GROUP, PLLC**  
5 **3303 Novat Street, Suite 200**  
6 **Las Vegas, Nevada 89129**  
7 **PH: (702) 823-4900**  
8 **FX: (702) 823-4488**  
9 **Service@KainenLawGroup.com**  
10 **Attorney for Defendant**

11 **EIGHTH DISTRICT COURT - FAMILY DIVISION**  
12 **CLARK COUNTY, NEVADA**

13 **JAMES W. VAHEY,**

14 **Plaintiff,**

15 **vs.**

16 **MINH NGUYET LUONG,**

17 **Defendant.**

**CASE NO. D-18-581444-D**  
**DEPT NO. H**

**Date of Hearing: March 12, 2019**  
**Time of Hearing: ~~9:00 am~~ 10:00 am**

**KAINEN LAW GROUP, PLLC**  
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18 **STIPULATION AND ORDER TO RESCHEDULE**  
19 **CASE MANAGEMENT CONFERENCE**

20 COMES NOW, Defendant, MINH NGUYET LUONG, (hereinafter referred to as  
21 "MINH"), by and through her attorney, NEIL M. MULLINS, ESQ., of the KAINEN LAW  
22 GROUP, PLLC, and Plaintiff, JAMES W. VAHEY (hereinafter referred to as "JAMES"),  
23 hereby submit their joint Stipulation to reschedule Case Management Conference  
24 scheduled for April 10, 2019 at 9:00 a.m.

25 **NOW THEREFORE, IT IS HEREBY STIPULATED, AGREED, AND**  
26 **THEREFORE ORDERED** that the Case Management Conference hearing, currently set  
27 for April 10, 2019 at 9:00 a.m., shall be rescheduled for the date of the Defendant's  
28 Motion for Primary Custody to Relocate with Minor Children to Southern California, set  
for March 12, 2019 at 10:00 a.m.

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1           **IT IS FURTHER STIPULATED, AGREED AND THEREFORE ORDERED**  
2   that each party hereto acknowledges that he or she has read the foregoing *Stipulation and*  
3   *Order* and fully understands the contents thereof and accepts the same as equitable and  
4   just and that there has been no promise, agreement or understanding of either of the parties  
5   to the other except as hereinabove set forth, which has been relied upon by either as a  
6   matter of inducement to enter into this *Stipulation and Order*, and each party hereto has  
7   had the opportunity to be independently advised by his or her attorney as to the legal effect  
8   of the execution of this *Stipulation and Order*.

9           **IT IS FURTHER STIPULATED, AGREED AND THEREFORE ORDERED**  
10   that each party shall bear their own respective attorney's fees and costs incurred relating  
11   to custodial issues, negotiation and the preparation of this *Stipulation and Order*.

12   Respectfully submitted by:


Approved as to form and content:

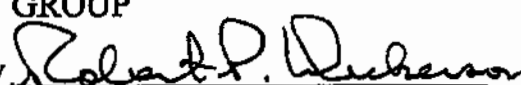
13   Dated this 8<sup>th</sup> day of February, 2019.

Dated this 9<sup>th</sup> day of February, 2019.

14   KAINEN LAW GROUP, PLLC

THE DICKERSON KARACSONYI LAW  
GROUP

15   By   
16   NEIL M. MULLINS, ESQ.  
17   Nevada Bar No. 3544  
18   3303 Novat Street, Suite 200  
19   Las Vegas, Nevada 89129-8714  
20   Attorney for Defendant

By   
ROBERT P. DICKERSON, ESQ.  
Nevada Bar No. 0945  
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Attorney for Plaintiff

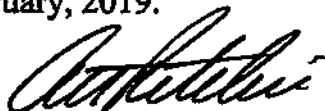
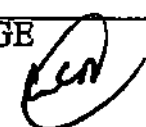
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**ORDER**

Based upon the above stipulations of the parties, and good cause appearing therefore,


**IT IS HEREBY ORDERED** that the terms and conditions of the above and foregoing *Stipulation and Order to Amend Decree* are hereby adopted and ratified by the Court.

DATED this 12 day of February, 2019.

  
DISTRICT COURT JUDGE  
T. ART RITCHIE, JR. 

Respectfully submitted by:

KAINEN LAW GROUP, PLLC

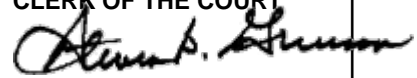
By   
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12





1 OPPC  
2 THE DICKERSON KARACSONYI LAW GROUP  
3 ROBERT P. DICKERSON, ESQ.  
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11 Email: info@TheDKlawgroup.com  
12 Attorneys for Plaintiff

13 DISTRICT COURT  
14 FAMILY DIVISION  
15 CLARK COUNTY, NEVADA

12 JAMES W. VAHEY,	}	
13 Plaintiff,		CASE NO. D-18-581444-D
14 v.		DEPT NO. H
15 MINH NGUYET LUONG,		Date of Hearing: 03/12/2019
16 Defendant.		Time of Hearing: 10:00 a.m.

17  
18 PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION FOR  
19 PRIMARY PHYSICAL CUSTODY TO RELOCATE WITH MINOR  
20 CHILDREN TO SOUTHERN CALIFORNIA

21 AND  
22 COUNTERMOTION FOR JOINT PHYSICAL CUSTODY

23 COMES NOW Plaintiff, JAMES W. VAHEY ("Jim"), by and  
24 through his attorneys, ROBERT P. DICKERSON, ESQ., and SABRINA  
25 M. DOLSON, ESQ., of THE DICKERSON KARACSONYI LAW  
26 GROUP, and submits his Opposition to Defendant's Motion for Primary  
27 Physical Custody to Relocate with Minor Children to Southern California  
28 and Countermotion for Joint Physical Custody ("Opposition and  
Countermotion").

...

1 Specifically, Jim respectfully requests from the Court the following  
2 relief:

3 1. For an Order denying the entirety of the relief sought by  
4 Defendant, MINH NGUYET LUONG ("Minh"), in her instant Motion  
5 for Primary Physical Custody to Relocate with Minor Children to  
6 Southern California ("Motion");

7 2. For an Order granting the parties' joint physical custody of  
8 their minor children on a week on/week off basis; and

9 3. For such other relief as the Court deems just and proper in the  
10 premises.

11 This Opposition and Countermotion is made and based upon the  
12 pleadings and papers on file herein, the Memorandum of Points and  
13 Authorities and the Declaration of Jim attached hereto, and any oral  
14 argument that may be permitted at the time of the hearing on this matter.

15 DATED this 20<sup>th</sup> day of February, 2019.

16 THE DICKERSON KARACSONYI  
17 LAW GROUP

18 By Robert P. Dickerson  
19 ROBERT P. DICKERSON, ESQ.  
20 Nevada Bar No. 000945  
21 SABRINA M. DOLSON, ESQ.  
22 Nevada Bar No. 013105  
23 1745 Village Center Circle  
24 Las Vegas, Nevada 89134  
25 Attorneys for Plaintiff  
26  
27  
28

1                    MEMORANDUM OF POINTS AND AUTHORITIES

2    I.    **FACTUAL STATEMENT**

3    A.    Background Information

4            Jim and Minh met in Las Vegas and began dating in 2003. At the  
5 time the parties met, they each owned their own successful practices. Jim  
6 is a hand surgeon and owns his own practice, Hand Center of Nevada.  
7 Minh is a dentist and owns her own practice, Toothfairy Children's  
8 Dental, where she practices in two locations: 8000 West Sahara Avenue,  
9 Suite 180, Las Vegas, Nevada 89117 (the "Las Vegas Office"); and 10925  
10 South Eastern Avenue, Suite 130, Henderson, Nevada 89052 (the  
11 "Henderson Office"). On or about June 14, 2006, approximately three (3)  
12 weeks prior to the parties' marriage, the parties entered into a Prenuptial  
13 Agreement (the "Prenuptial Agreement"). Jim agrees with Minh's  
14 assertion that the Prenuptial Agreement disposes of all issues not involving  
15 the custody and support of the minor children.

16           Jim and Minh were married on July 8, 2006. The parties have three  
17 (3) minor children: Hannah Vahey, born March 19, 2009; Matthew  
18 Vahey, born June 26, 2010; and Selena Vahey, born April 4, 2014. Prior  
19 to their marriage on July 8, 2006, the parties discussed where they would  
20 reside given both parties owned their own home. The parties decided they  
21 would reside at Jim's home in Lake Las Vegas. The home is also in a gated  
22 community, with security guards monitoring and patrolling the  
23 development. There are water patrols that also patrol the lake. The  
24 parties have lived in the Lake Las Vegas home since their marriage, and  
25 have raised their three (3) minor children in this home. During this  
26 thirteen (13) year period, the parties have not had any safety issues or  
27 concerns about the community in which they live.

28    . . .

1        Although both parties own their own practices, they have worked  
2 together to ensure they are available for their children as much as possible.  
3 After having children and upon Minh's return to work, the parties agreed  
4 that Minh would start work earlier than Jim during the week, sometimes  
5 as early as 6:00 a.m. when Minh schedules surgeries. Minh preferred to  
6 start her surgeries at 6:00 a.m. because she treats children who are  
7 required to forgo eating and drinking prior to their surgeries, and found  
8 it is easier for the children the earlier she starts. Starting her work day  
9 early ensures Minh will be off work earlier as well, and able to care for the  
10 children while Jim is at work.

11        In order to be available to take the children to school in the  
12 mornings, Jim modified his office and surgery schedule to begin work later.  
13 For instance, on Tuesdays, Jim scheduled his surgeries at Specialty Surgery  
14 Center near Smoke Ranch and Tenaya to begin at 9:00 a.m. Jim changed  
15 his office hours on Monday and Friday to begin at 8:30 a.m. Jim changed  
16 his start time at Concentra Medical Center to 8:45 a.m. on Wednesdays.  
17 Lastly, Jim changed the start time of his surgeries on Thursdays to 8:30  
18 a.m. Making these modifications after the children started attending  
19 school allows Jim to take the children to school a majority of the time.  
20 Despite starting work later, Jim is off nearly every night by 6:00 p.m. This  
21 does not mean, of course, that Jim does not ever come home later than  
22 6:00 p.m. from work. Jim is a hand surgeon and given the nature of his  
23 job it is inevitable there are unpredictable circumstances on rare occasions.

24        Nevertheless, Jim has reduced his workload significantly since the  
25 parties' children were born. For instance, Jim does not take any call and  
26 does not work on the weekends. Jim only works Monday through Friday,  
27 and modifies his work schedule to attend the children's school  
28 orientations, parent-teacher conferences, Principal's lunches, and Career

1 Days, to name a few. On the weekends, Jim enjoys taking the children for  
2 bike rides, paddle boarding, kayaking, picnicking, and on their boat  
3 around the lake. Jim also takes the children to church with him on  
4 Sundays. Minh is not Catholic and does not attend. Thus, Jim gets the  
5 children ready, takes them to church with him, and takes them to their  
6 religion classes.

7       Although the parties have modified their work schedules to be home  
8 with the children as much as possible, the parties have also required the  
9 help of a nanny throughout the years to assist whenever necessary. Jim  
10 agrees with Minh's claim that the parties went through several nannies  
11 over the years; however, it is not because of the "extremely remote"  
12 location of the parties' home as Minh suggests. In fact, most of the  
13 nannies hired by the parties were from California and moved into the  
14 parties' home to be live-in nannies. Minh insisted on hiring Vietnamese  
15 nannies who could teach the children Vietnamese, and took control of  
16 hiring all the parties' nannies. The parties had to fire one nanny because  
17 she took the parties' daughter, Selena, to her apartment against their  
18 wishes. One nanny quit after Minh snapped at her. The parties had  
19 issues with several other nannies regarding their ability to drive safely, one  
20 who rear-ended another vehicle, and another who put diesel in the parties'  
21 Acura, permanently damaging the vehicle. Nevertheless, the parties  
22 actually rehired the nanny who quit after Minh snapped at her, and  
23 despite the history, the nanny agreed to return to work for them. After  
24 the parties separated, the nanny agreed to work for both Minh and Jim;  
25 however, the nanny has since decided she will only work for Minh, as  
26 discussed in further detail below.

27       When both parties were unavailable, the nannies typically helped  
28 with picking the children up from school, transporting the children to and

1 from their extracurricular activities, and babysitting the children. The  
2 parties' two (2) oldest children, Hannah and Matthew, have participated  
3 in several extracurricular activities over the years, such as piano, karate,  
4 swimming, art class, and golf, and the scheduling of practices and lessons  
5 sometimes overlap, necessitating the help of a nanny. Nevertheless, more  
6 often than not, one or both parties were available to take the children to  
7 and from school, in attendance at the children's practices and lessons, and  
8 available after school to help with homework and school projects.

9       It should be noted that the parties' home in Lake Las Vegas is not  
10 located at such a distance from the children's school and extracurricular  
11 activities as to cause any significant inconvenience. Jim awakens the  
12 children at 6:30 a.m. each morning, and they are usually out of bed by  
13 6:45 a.m. getting ready for school. Lake Las Vegas is far from the  
14 "remote" and "isolated" place Minh would have this Court believe it is.  
15 The parties agreed to live there prior to marriage and have managed to  
16 raise their three (3) children there without the sacrifice Minh suggests the  
17 parties and children have made. The fact the children are able to  
18 participate in so many extracurricular activities demonstrates the location  
19 of their home is no impediment.

20       Jim agrees that Minh is the parent who has typically coordinated the  
21 children's extracurricular activities, but that is because Minh would  
22 completely disregard Jim's opinion as to which extracurricular activities  
23 the children should participate. Minh also disregarded the children's  
24 opinions for that matter. Minh enrolled Hannah and Matthew in karate  
25 lessons a few years ago. From the very beginning, Hannah did not enjoy  
26 karate. Minh forced Hannah to participate in karate lessons for two (2)  
27 years despite how unhappy it made her. Minh would threaten to take  
28 away things from Hannah if she did not pass karate tests. On one

1 occasion Minh would not allow Hannah to spend time on the lake with  
2 Jim and Matthew because she wanted Hannah to practice more for an  
3 upcoming karate test. Minh then told Jim to tell Hannah that neither he  
4 nor Matthew would go to the lake if Hannah was not ready for her test,  
5 putting an unnecessary amount of pressure on Hannah. The family did  
6 not spend time on the lake that weekend. After speaking to his therapist  
7 about his concern for Hannah's mental health, and on advice from his  
8 therapist, Jim finally told Minh that he was going to allow Hannah to quit  
9 karate if that was her desire. Despite the fact that neither Jim nor the  
10 children had a voice in choosing the extracurricular activities in which the  
11 children participated, Jim always helped the children, attended their  
12 practices, and transported them to and from their extracurricular activities.

13 In addition to spending most of his free time with his children, it has  
14 always been Jim's responsibility, at Minh's direction, to handle the "dirty"  
15 work. When the children were younger, Jim was responsible for cleaning  
16 up car seats if one of their children had an "accident." When the children  
17 were younger, and to this day, Jim tends to the children if they wake up  
18 in the middle of the night. Minh told Jim she would not be able to return  
19 to sleep if she was required to wake up in the middle of the night. Jim has  
20 been the first responder when one of the children needs attention in the  
21 middle of the night. Jim is not complaining about these responsibilities.  
22 He has done them without complaint for years because he loves his  
23 children. But Minh's claim that she is the more nurturing parent is  
24 completely contradicted by the parties' actions throughout the years.

25 In fact, Minh often has little patience with the children. When the  
26 parties' oldest child, Hannah, was in first or second grade, Minh became  
27 so frustrated helping her with homework that Minh told Jim she would no  
28 longer help Hannah with her school work. Minh told Jim that "Matthew

1 was her student” and she would help Matthew with his school work, and  
2 “Hannah was Jim’s student” and he would help Hannah with her school  
3 work. Matthew has always been very diligent, obedient, and easy to teach,  
4 requiring little prompting and direction. Hannah, on the other hand, is  
5 strong-willed, and requires much patience and a calm tone to teach. Minh  
6 did not have the patience or temperament to teach Hannah so she refused  
7 to do so. After declaring she would no longer help Hannah with her  
8 school work and that Matthew was “her student,” Minh would later imply  
9 Matthew received better grades because she was doing a better job  
10 teaching him. Minh never acknowledged the fact that Matthew is more  
11 diligent and obedient by nature.

12       Minh’s lack of patience often results in Minh resorting to corporal  
13 punishment and yelling when she gets angry at the children. Minh  
14 pinches the children on their ears or noses and slaps their faces when  
15 Minh becomes angry or frustrated with the children. One time Hannah  
16 turned to get away from Minh and Minh grabbed Hannah by the hair and  
17 pulled her back to her. For years, Minh has threatened the children with  
18 being kicked out of the house, being homeless, not having a family  
19 anymore, and even being attacked by coyotes to intimidate the children  
20 into behaving the way she wants. One incident in particular made Jim so  
21 uncomfortable he documented it in his journal. On June 25, 2012, when  
22 Hannah was three (3) years old, Jim documented Minh stating to Hannah:  
23 “Hannah, do you want Mommy to slam your finger in the door? Hannah,  
24 if you do that again, I will slam your finger in the door. Do you want me  
25 to hurt you?” Throughout the years, and with the help of therapy, Jim has  
26 become more confident in confronting Minh about her methods of  
27 punishment. Despite discussing his concerns with Minh, she has  
28 . . .



1 continued to use certain forms of punishment of which Jim does not  
2 approve.

3 B. Minh's Relocation to Irvine, California

4 Although Jim initiated the instant divorce proceedings, he only did  
5 so because Minh unilaterally decided to move to California, and informed  
6 Jim she planned on taking the children with her. Minh told Jim he would  
7 need "to do something legal" to prevent her. Jim loves Minh and did not  
8 want to divorce her. However, given her unilateral decision to relocate to  
9 California and her threats to take the children with her, Jim had no other  
10 option but to file for divorce.

11 Jim recalls the exact day Minh expressed her plans to relocate to  
12 California, with or without Jim and the children. On July 16, 2017, Minh  
13 was angry at Jim and stated: "I have come to the conclusion that you do  
14 not care about me and I am okay with that. What I have to do is take  
15 care of myself. So what I am going to do is I am going to sell my practice  
16 and I am moving to California. You can come when you are ready. I do  
17 not know if you will ever be ready."<sup>1</sup> Although Jim was aware Minh  
18 wanted to move to California, he was shocked Minh would decide to do  
19 so without him and without any regard for his opinion. Jim informed  
20 Minh that he would not relocate to California, and he would not consent  
21 ...

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22  
23 <sup>1</sup> Minh concluded Jim did not care about her based on the fact Jim would not  
24 fire the anesthesia group he uses for his practice and hire a different anesthesia group.  
25 Minh was having issues hiring an anesthesiologist to cover her dental cases and found  
26 anesthesiologists (a husband and a wife) who would only cover her dental cases if Jim  
27 also agreed to use them. The anesthesiologists Minh wanted Jim to use did not have  
28 a very good reputation for being the safest anesthesiologists so Jim did not want to  
change his anesthesia group. In addition, Minh mistakenly believed, as she confirms  
in her Motion, that Jim intended to remove himself from a lawsuit against himself and  
Minh, while leaving Minh in the lawsuit to fend for herself. This could not be further  
from the truth. Jim attended a mediation and attempted to settle by offering up to  
\$800,000.00 to remove both himself and Minh from the lawsuit. Jim also paid for  
Minh's lawyers to ensure she would not be adversely affected by the lawsuit.

1 to the children relocating to California. Jim felt as if he had been served  
2 with divorce papers that night.

3 Prior to Minh's decision to move to California on July 16, 2017, the  
4 parties had discussed possibly moving to California when they retired, but  
5 the parties made no actual plans to move at any specific time. Contrary  
6 to Minh's allegations, the parties have not been "planning and  
7 contemplating a move together, to Irvine, in Orange County, California  
8 since at least 2009." In actuality, Minh misrepresents the parties'  
9 discussions and several events that occurred in 2009.

10 In 2009, Jim was led to believe he was going to receive a  
11 \$5,000,000.00 profit selling his office building. Jim discussed this with  
12 Minh, and before Jim even sold his office building, Minh excitedly  
13 suggested the parties purchase a vacation home on a beach in California.  
14 To appease Minh, Jim looked at vacation homes on the beach in  
15 California with her. However, the parties only ever discussed purchasing  
16 a beach home for vacation purposes and possibly retiring there in the  
17 future. The parties never discussed nor planned to move to California in  
18 the near future.

19 After it became apparent that Jim had been defrauded, and was not  
20 going to receive a \$5,000,000.00 profit selling his office building, the  
21 parties realized very quickly that they would not be able to afford a  
22 vacation beach home. Nevertheless, Minh suggested they look at houses  
23 in Newport Beach with a view of the ocean, rather than a beach front  
24 property. The parties looked at a few houses in Newport Beach, Costa  
25 Mesa, and other surrounding areas. Jim does not recall the parties viewing  
26 any homes in Irvine. The parties also never found a home they were  
27 interested in purchasing.

28 . . .

1       The circumstances surrounding Jim being defrauded ultimately cost  
2 him approximately \$2,000,000.00 in legal and other fees, which  
3 significantly set back any plans Jim had to retire. Unfortunately, Minh's  
4 mind was set on purchasing a home in California. Jim recalls telling Minh  
5 he would not be able to retire early due to his financial setbacks, and in  
6 five (5) years, they could evaluate their financial situation and discuss  
7 purchasing a home in California. However, the parties did not make a  
8 plan to move in five (5) years; Jim merely asked for time to work on his  
9 finances and they could reevaluate their situation then. This resulted in  
10 the parties' discussing purchasing a home in California less and less.

11       To Jim's knowledge, Minh started looking to purchase a home in  
12 Irvine after the July 16, 2017 incident, despite the fact Jim made it clear  
13 to Minh that he did not approve of her plan. Minh did not discuss her  
14 search for a home in Irvine with Jim, fully aware he did not approve and  
15 would not agree to allow the children to relocate with Minh to California.  
16 Without Jim's knowledge or input, Minh purchased a new home, worked  
17 with the builder, and made all buyer decisions including, but not limited  
18 to, flooring, paint, exterior appearance, and lot choice. Jim was not  
19 involved in this process. There was no possibility Minh could have known  
20 that Jim would "like the neighborhood and the schools," as Jim does not  
21 recall the parties ever looking at homes in the neighborhood where Minh  
22 purchased her home. It is absurd Minh claims Jim did not inform her he  
23 did not approve of her purchasing the home when she readily admits she  
24 purchased the home without informing him and without him ever viewing  
25 it. Her July 16, 2017 comments that she was moving to California with  
26 or without him, and he could accompany her when he was ready,  
27 demonstrate she did not care whether Jim approved of her purchasing a  
28 home in California.

1 After Minh purchased the California home, she attempted to  
2 persuade Jim to move to California as well. Minh proposed that Jim could  
3 reduce his work days to three (3) days per week, and live in California for  
4 the four (4) days he would be off each week. Jim informed Minh that this  
5 was unacceptable and would deprive him of spending quality time with the  
6 children. Jim wants to be present in the children's everyday lives, helping  
7 them with homework, taking them to their extracurricular activities, and  
8 spending quality family time together (i.e., going to church, biking,  
9 swimming, paddle boarding, boating, kayaking, picnicking, etc.). The  
10 parties discussed Minh's actions with their therapist as well. The therapist  
11 asked Minh if she considered that a court could prevent her from taking  
12 the children to California, and Minh responded that she was moving  
13 regardless.

14 After Minh purchased the California home, Jim did travel with her  
15 and the children to the home on several occasions to spend time with the  
16 children vacationing in California. However, the parties did not spend  
17 two (2) weekends every month at the home as Minh claims. Given the  
18 parties stayed at the home Minh purchased when they visited, Jim did  
19 help set up the children's bedrooms; however, this was not in acquiescence  
20 to Minh's demands that the parties relocate there. Minh did not inform  
21 Jim that she had completed pre-registration commitment forms for the  
22 school district, just as she did not inform him she purchased the home.  
23 Ultimately, Jim's opinions on such matters do not bear any weight in  
24 Minh's mind.

25 Minh's claim that Jim has used his "lifestyle on the water" as an  
26 excuse not to relocate makes no sense given she moved near the beach  
27 where he would be able to continue any "lifestyle on the water." In  
28 addition, Jim is not so consumed with spending time on his boat that it is

1 a priority in his decision not to relocate from Nevada to California. Jim's  
2 children are his priority, and his and the children's lives are in Henderson.  
3 The few times Jim is able to get out on his boat each year, Jim spends with  
4 his children. Jim's friends, a couple with four (4) children, accompany  
5 him and the children when they are able to go out on the boat. Two (2)  
6 of the children are very close in age to Hannah and Matthew, and all three  
7 (3) children thoroughly enjoy the times they are able to go out on the  
8 boats. Unfortunately, because Minh does not enjoy spending time on the  
9 boats, she prevents Jim from taking the children out as often as he would  
10 like.

11 Throughout the parties' marriage, they did not participate in  
12 activities Minh did not enjoy. Jim was not afforded the same courtesy.  
13 Minh's relocation to California is a perfect example. Minh does not care  
14 nor have any regard for Jim's opinion, and will do exactly as she pleases,  
15 expecting everyone else, including this Court, to accommodate her.

16 Minh claims that she continued working in Las Vegas for the sole  
17 purpose of saving money to purchase a home in California. This is the  
18 first time Jim is learning this information. Throughout the years, the  
19 parties discussed on several occasions whether Minh would like to stay  
20 home to take care of the children. Jim assured Minh that if she chose to  
21 be a stay at home mother, he would ensure that was possible. However,  
22 Minh told Jim she did not want to be a stay at home mother, and wanted  
23 to continue practicing dentistry. Jim supported Minh in her decision.  
24 When Minh recently told Jim she wanted to sell her practice, he again  
25 supported her in exercising her autonomy over her own practice. Jim was  
26 fully prepared to support Minh and the children whether Minh decided to  
27 continue working or sell her practice.

28 . . .

1        Since unilaterally deciding to move to California with or without Jim  
2 and the children, Minh has invented a whole slew of reasons as to why  
3 such an unnecessary move should be granted. Minh first claims that the  
4 commute from Jim's residence in Lake Las Vegas, an "extremely remote"  
5 place, makes it difficult to commute to work, the children's school, and the  
6 children's extracurricular activities. It is surprising Minh would even  
7 suggest that the commute from Lake Las Vegas is so unreasonable as to  
8 support a relocation of an entire family to California, which is notorious  
9 for its traffic. As stated above, the location of the parties' residence has  
10 not caused any significant inconvenience. The children arise at a normal  
11 time in the morning for school, and they have not been forced to sacrifice  
12 their participation in any extracurricular activities. It should not go  
13 unnoticed that Minh discusses *her* feelings of isolation, loneliness, and  
14 helplessness, not the children's. This is because the sole reason for this  
15 relocation is to benefit Minh, not the children.

16        Most concerning and outlandish of all Minh's claims is her allegation  
17 that Jim is unable to care for the children on his own. Minh even accuses  
18 Jim of allowing the children to starve in his care. This is absolutely  
19 ludicrous. Minh apparently forgets the multiple times Jim cared for the  
20 children on his own while she vacationed with her sister or her friends.  
21 Most years, Minh took a two (2) week vacation with her sister or friends  
22 while Jim cared for the children. Minh traveled to Turkey, Indonesia,  
23 Vietnam, Myanmar, and Papua New Guinea, to name a few places.  
24 Perhaps it was only because it benefitted her that she never had any issues  
25 with Jim's care of the children previously. Despite Minh's criticisms of  
26 Jim's parenting, Jim has had no significant issues adequately caring for the  
27 children. Hannah did leave her lunch box in Jim's vehicle on one day he  
28 dropped the children off at school. These kinds of hiccups occur for every

1 parent. For Minh to criticize Jim's ability to take care of the children  
2 because one child forgot her lunch box is absurd.

3 Jim can also assure the Court that he did not allow Selena to run  
4 around the water without supervision, and he ensured all the children  
5 practiced good hygiene. Given Minh was not present, Jim wondered how  
6 she even created these false stories. Jim suspects Minh is manipulating the  
7 facts she learns from the children. To be clear, Jim has continued to  
8 follow the same bath schedule for the children as the parties did when they  
9 were living together.

10 During the first week Jim had the children, he was even able to make  
11 last minute arrangements and adjustments to his schedule to provide care  
12 for the children when the parties' nanny abruptly told him she would not  
13 work for him. Minh moved out of the Lake Las Vegas house on January  
14 18, 2019. Jim discussed with the parties' nanny her ability to care for the  
15 children while they were in his care and Minh's. The nanny reassured Jim  
16 she would work for both parties. Jim had planned a ski trip to Brianhead,  
17 Utah, for the Martin Luther King, Jr. Holiday weekend with the children,  
18 his brother, and his nephew. On Saturday evening, January 19, 2019, Jim  
19 received a text message from the nanny stating she would not be assisting  
20 him with the care of the children when they were with him, and would  
21 only be assisting Minh. Jim was able to manage caring for the children  
22 regardless of the last minute notice from the nanny. Jim took the children  
23 on the ski trip, helped Matthew and Hannah with their science fair  
24 projects, and helped them prepare for their oral presentations. Jim has  
25 since been able to hire another nanny to help him when necessary. Maria,  
26 the new nanny, also has a four (4) year old daughter, Daphne, with whom  
27 Selena loves to play.

28 . . .

1 Jim has no desire to retaliate against Minh regarding the adequacy  
2 of the care they provide the children. Jim is confident that each parent  
3 will be able to adequately care for the children on their own. It is,  
4 nevertheless, noteworthy that Jim was required to treat Selena for  
5 constipation after he picked her up from Minh's care. Although Minh  
6 would likely twist this fact to support an argument that Jim did not  
7 adequately care for Selena if the roles were reversed, Jim understands that  
8 it is common and normal for children to have such issues, and this does  
9 not necessarily mean Minh's care directly caused or contributed to  
10 Selena's constipation.

11 Minh also claims that her request to relocate with the children  
12 should be granted because the children will be surrounded by her family  
13 and more exposed to their Vietnamese culture in California. Moving the  
14 children to California is not the only means to allow them time to visit  
15 with her family and expose them to the Vietnamese culture. There is a  
16 Vietnamese church in Las Vegas that is associated with the Catholic  
17 church that Minh can take the children to during her custodial timeshare.  
18 If Jim is granted joint or primary physical custody of the children, he  
19 would also ensure Minh was awarded reasonable and sufficient visitation  
20 with the children to allow them to spend time with her family in  
21 California. Minh could take care of her ailing parents in California during  
22 all times she did not have visitation with the children. Given Minh plans  
23 on retiring, she is much more able to travel to and from California to  
24 spend time with the children for visitation than Jim would be.

25 . . .

26 . . .

27 . . .

28 . . .



1    **II.    LEGAL ARGUMENT**

2    A.    This Court Should Deny Minh's Request to Relocate to California

3           Nevada Revised Statute § 125C.007 provides as follows in regard to  
4 the factors the Court must weigh in determining whether to grant a  
5 petition for permission to relocate:

6           1.    In every instance of a petition for permission to relocate  
7 with a child that is filed pursuant to NRS 125C.006 or  
8 125C.0065, the relocating parent must demonstrate to the  
9 court that:

10           (a)   There exists a sensible, good-faith reason for the  
11 move, and the move is not intended to deprive the  
12 non-relocating parent of his or her parenting time;

13           (b)   The best interests of the child are served by  
14 allowing the relocating parent to relocate with the child; and

15           (c)   The child and the relocating parent will benefit  
16 from an actual advantage as a result of the relocation.

17           2.    If a relocating parent demonstrates to the court the  
18 provisions set forth in subsection 1, the court must then weigh  
19 the following factors and the impact of each on the child, the  
20 relocating parent and the non-relocating parent, including,  
21 without limitation, the extent to which the compelling  
22 interests of the child, the relocating parent and the  
23 non-relocating parent are accommodated:

24           (a)   The extent to which the relocation is likely to  
25 improve the quality of life for the child and the relocating  
26 parent;

27           (b)   Whether the motives of the relocating parent are  
28 honorable and not designed to frustrate or defeat any  
visitation rights accorded to the non-relocating parent;

          (c)   Whether the relocating parent will comply with any  
substitute visitation orders issued by the court if permission to  
relocate is granted;

          (d)   Whether the motives of the non-relocating parent  
are honorable in resisting the petition for permission to  
relocate or to what extent any opposition to the petition for  
permission to relocate is intended to secure a financial  
advantage in the form of ongoing support obligations or  
otherwise;

          (e)   Whether there will be a realistic opportunity for the  
non-relocating parent to maintain a visitation schedule that  
will adequately foster and preserve the parental relationship

1 between the child and the non-relocating parent if permission  
2 to relocate is granted; and

3 (f) Any other factor necessary to assist the court in  
4 determining whether to grant permission to relocate.

5 3. A parent who desires to relocate with a child pursuant to  
6 NRS 125C.006 or 125C.0065 has the burden of proving that  
7 relocating with the child is in the best interest of the child.

8 1. *Although Minh's relocation is not intended to deprive Jim of his  
9 parenting time, there does not exist a sensible, good-faith reason for the  
10 move*

11 The only reason Minh unilaterally decided to relocate to California  
12 is to fulfill her lifelong dream of living near the beach. Minh has no regard  
13 for Jim's opinion on the matter, nor the children's. It is of no significance  
14 to Minh that she is preventing her children from being raised by two  
15 parents in the same city. Minh has since invented a number of reasons  
16 why her relocation is sensible and in good faith.

17 First, Minh makes several factual allegations without any supporting  
18 evidence or citation to supporting authority, such as "Irvine was ranked  
19 by the FBI as the safest city in which to live in 2017;" "[t]he public  
20 schools in Irvine are the highest rated schools nationwide;" and "Orange  
21 County has one of the largest communities of Vietnamese people outside  
22 of Vietnam." In addition, Minh offers her personal opinion as evidence  
23 of her sensible, good faith reason for her relocation, such as "Irvine is  
24 highly sought after as the ideal city to live and raise a family."

25 Second, Minh believes her family living in California is another  
26 sensible, good-faith reason for her relocation. Minh completely ignores  
27 the fact that relocating the children to California ensures the children are  
28 not able to live near or with one of the two most important family  
members in their lives, their father or their mother (given Minh has stated  
she is moving with or without the children). Not only will the children be  
with their loving and involved father if this Court grants Jim's request that

1 the children remain in Las Vegas, but they will also be living near Jim's  
2 family. Jim's brother, Ed, his wife, Mel, and their son, Jason, are moving  
3 to Las Vegas on June 15, 2018. Ed and Mel are retiring and will be able  
4 to assist in caring for the children when necessary. Jason has been  
5 accepted to Faith Lutheran and will begin the 2019-2020 school year.

6 Minh likely believes it is more important for the children to live near  
7 her family in order to be exposed to the Vietnamese culture and language.  
8 However, Minh will have plenty of opportunity to teach the children  
9 about their Vietnamese culture and language during the reasonable and  
10 generous visitation she would exercise, especially considering the  
11 additional free time she will have when she retires. Jim completely  
12 supports Minh's exposing the children to the Vietnamese culture and  
13 language.

14 Although completely irrelevant as to whether Minh has a sensible,  
15 good faith reason to relocate to California with the children, Minh  
16 mentions that her siblings have contributed over \$320,000.00 in the  
17 children's 529 plans. This is another example of Minh manipulating the  
18 facts. Minh placed her sister, Hieu, on her business' payroll. Although  
19 Hieu did work for Minh's business at times, her compensation was far in  
20 excess of a normal wage or salary for her position. Jim believes that as a  
21 method of moving money Minh did not want to pay taxes on at her tax  
22 rate, Minh would overcompensate Hieu, who was in a lower tax bracket  
23 and who would later funnel that money to the children's 529 accounts.

24 Third, Minh is claiming that the reasons for her unilateral decision  
25 to relocate to California are sensible and in good faith because she needs  
26 to be available to care for her parents. As stated in the Declaration of  
27 Hieu Minh Luong, Hieu currently resides with her and Minh's parents,  
28 and takes care of them. Hieu and Minh's brother, Scott, also resides with

1 their parents, and is responsible for caring for them. In addition, Minh's  
2 other siblings currently live near Minh's parents and are able to help care  
3 for them.

4 In the past, when the parties vacationed in California, more often  
5 than not, it was Jim, rather than Minh, who would help take care of  
6 Minh's parents, attending doctor appointments with Hieu and Scott and  
7 ensuring Minh's parents received proper care and treatment. Jim  
8 evaluated Minh's mother for her rheumatoid arthritis, and has also  
9 operated on both of Minh's parents, performing carpal tunnel surgery on  
10 both. Jim has also evaluated Minh's father regarding motor deficits and  
11 spasticity resulting from his stroke. Even if Minh's parents did need  
12 Minh's assistance, Minh could readily provide the same, while more easily  
13 traveling to Nevada (rather than Jim traveling to California) for visitation  
14 with the children given she plans on retiring and has less obligations.

15 2. *The best interests of the children would not be served by allowing Minh*  
16 *to relocate with the children*

17 It is in the children's best interests to remain in Henderson with Jim,  
18 with the parties being awarded joint physical custody on a week on/week  
19 off basis, if Minh is willing to travel to Nevada for same, or Jim being  
20 awarded primary physical custody, if Minh does not want to travel to  
21 Nevada for joint physical custody. Minh has already stated her plans to  
22 retire. Given Minh will not be working, she is able to live in California in  
23 pursuit of her lifelong dream, take care of her parents, and travel to  
24 Nevada for her custodial timeshare, much more so than Jim, who cannot  
25 retire in the near future. Minh also has a home in Las Vegas to stay when  
26 she has custody of the children and the children are in school.<sup>2</sup> Minh can,

---

27  
28 <sup>2</sup> Minh makes an offensive claim that Jim is refusing to agree to Minh's  
relocation to California with the children because he is jealous of her success. Jim has

1 of course, travel with the children to California on the weekends and  
2 whenever the children are not in school.

3 As Minh readily admits, and as the policy of this State confirms, it  
4 is in the children's best interest to have frequent associations and a  
5 continuing relationship with both parents after the parents have ended  
6 their marriage. See NRS 125C.001. In specifically opposing Minh's  
7 request for primary physical custody and petition to relocate, and in order  
8 to establish that the children's best interests would definitely not be served  
9 by an award of primary physical custody to Minh, Jim has set forth an  
10 analysis of the relevant factors of NRS 125C.0035(4), as follows:

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

13 Hannah is nine (9) years old, Matthew is eight (8) years old, and  
14 Selena is four (4) years old at this time; thus, they are not of sufficient age  
15 or capacity to form an intelligent preference as to their physical custody.

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

17 Not applicable.

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

20 Jim is the parent who is more likely to allow the children to have  
21 frequent associations and a continuing relationship with the noncustodial  
22 parent. The fact that Minh has placed her own desires over the best  
23 interests of the children and decided to relocate to California with or  
24 without them, ultimately depriving them of the ability to be raised every  
25 day by both parties, speaks volumes. Minh is necessarily ensuring the  
26 . . .

27  
28 always been impressed with and admired Minh's professional and financial success.

1 children have less frequent associations with one parent based on her  
2 selfish decisions.

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

4           The level of conflict between the parties is higher than normal given  
5 Minh's recent actions. Since the parties separated, Minh's animosity  
6 toward Jim has increased. Minh has yelled at Jim in front of the children  
7 regarding issues the parties should be discussing in private. Recently,  
8 Minh yelled at Jim that he is an imbecile, ignorant, and stupid in front of  
9 the children and the babysitter. Minh is frustrated that Jim is not  
10 succumbing to her demands as he typically did during the parties'  
11 marriage to appease her. This has caused Minh to be more aggressive and  
12 uncooperative with Jim.

13           (e) *The ability of the parents to cooperate to meet the needs of the*  
14 *child.*

15           While Jim is hopeful that Minh will cooperate with him to meet the  
16 needs of the children, Minh's actions since the parties' separation have  
17 indicated she plans on making custodial exchanges and coparenting  
18 difficult. Minh has arrived to several custodial exchanges late, forcing Jim  
19 to accommodate her and, on one occasion, to be late for a meeting because  
20 he was forced to watch Selena at his office until Minh arrived.  
21 Throughout the parties' marriage, they were able to cooperate to meet the  
22 children's needs, and Jim is hopeful that once the stressfulness of the  
23 current situation decreases, the parties will continue to do so.

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

25           Both parties are in good mental and physical health as far as Jim is  
26 aware. Although not diagnosed, Jim has concerns that Minh has exhibited  
27 signs of a narcissistic personality disorder.

28 . . .

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

2           Jim believes it would serve the children's physical, developmental,  
3 and emotional needs for the Court to award the parties' joint physical  
4 custody on a week on/week off basis with the children living in Henderson,  
5 or him primary physical custody. The children are currently attending  
6 Challenger School where they are receiving an excellent, private school  
7 education. It should be noted that Jim has no issue with the cost of the  
8 children's private school tuition. Minh has suggested that an added  
9 benefit of this Court granting her petition to relocate would be the parties'  
10 savings of the children's private school tuition because she would be  
11 sending the children to public school in California. Jim believes, given the  
12 parties' superior financial status and ability to pay, that saving on the  
13 children's private school tuition is not a reason to relocate the children to  
14 California, where the cost of living is drastically higher. In addition to  
15 attending private school, the children have participated in multiple  
16 extracurricular activities, including swimming, karate, piano, art class, and  
17 golf. The children are presently active in swimming, karate, and dance.  
18 The children are able to play outside all year long in both Irvine and  
19 Henderson.

20           Jim is also concerned as to whether the children's physical,  
21 developmental, and emotional needs will be met with Minh in California.  
22 Minh often has little patience with the children and little regard for their  
23 opinions as to which extracurricular activities they participate. Jim is also  
24 concerned for Hannah in particular given Minh becomes easily frustrated  
25 with her, and has declared in the past that she will not help her with  
26 homework. Jim is much more patient, understanding, and calm with the  
27 children, and is better skilled in addressing their physical, developmental,  
28 and emotional needs.

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

2           The children are closely bonded to both parents.

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

5           Not applicable.

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

8           While there is technically no history of “abuse or neglect” in this  
9           matter, Jim has consistently worried in the past regarding Minh’s tendency  
10          to discipline the children with corporal punishment. Jim does not know  
11          if Minh is still engaging in such inappropriate disciplinary tactics, but  
12          assumes so given her temperament.

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

16          See response to factor (j) immediately above.

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

19          Not applicable.

20          Based on the foregoing, it is clear that it is not in the children’s best  
21          interests for Minh to be awarded primary physical custody and permitted  
22          to relocate to California. The Court should award the parties joint  
23          physical custody on a week on/week off basis.

24                   3.   *The children and Minh will not benefit from an actual advantage as*  
25                               *a result of the relocation*

26          As detailed above, there is no actual advantage to Minh, nor the  
27          children, if Minh is permitted to relocate to California. The children are  
28          afforded every opportunity and advantage in Henderson with Jim and



1 Minh sharing joint physical custody (with Minh traveling to Nevada for  
2 her custodial timeshare) or with Jim being awarded primary physical  
3 custody, as they would be in California. Minh could also choose to spend  
4 her visitation with the children in California, affording them the quality  
5 time spent with her family and the exposure to the Vietnamese culture.  
6 Minh has made it clear that her relocation to California is in pursuit of *her*  
7 lifelong dream, and is not intended to realize an advantage to her career,  
8 or her or the children's well-being or standard of living.

9       Although the custodial parent 'need not prove a tangible economic  
10 or career advantage in meeting' the 'actual advantage' threshold  
11 requirement, Minh must show some actual advantage to both her and the  
12 children. *See Jones v. Jones*, 110 Nev. 1253, 1260, 885 P.2d 563, 568  
13 (1994). Even in *Jones*, the custodial parent was pursuing a relationship  
14 and career opportunities, which were integrally connected to the health  
15 and well-being of the custodial parent and the children. *Id.* at 1261, 885  
16 P.2d at 569. Here, Minh has not demonstrated that she is pursuing any  
17 economic or non-economic advantages.

18       Minh claims *McGuinness v. McGuinness* is a case where "[t]he Nevada  
19 Supreme Court has held that denial of a move under these circumstances  
20 was grounds for reversal." The facts Minh has set forth are not  
21 comparable to the facts of *McGuinness*. In *McGuinness*, a mother requested  
22 permission to relocate with her child to the town in which she was raised.  
23 114 Nev. 1431, 970 P.2d 1074, 1075 (1998). The mother's own mother  
24 had recently passed away, and the mother inherited a substantial sum of  
25 money, including part ownership in her mother's home, which her siblings  
26 agreed she could live in rent free while she finished college and earned a  
27 teaching license. *Id.* The mother had exhausted her career opportunities  
28 as a secretary in Las Vegas so this was a significant opportunity for her

1 and her child. *Id.* Minh's situation could not be more different than the  
2 mother's in *McGuinness*. Minh is not moving to California to realize any  
3 advantage to her career or the lifestyle she can provide to the children.

4 Minh also compares her case to *Gandee v. Gandee*, 111 Nev. 754, 895  
5 P.2d 1285 (1995). Again, the facts are not comparable. In *Gandee*, the  
6 father requested permission to relocate with his children to accept a  
7 promotion from his position as a sales associate to general manager. *Id.*  
8 at 756, 895 P.2d at 1286. One of the father's children was born with  
9 physical disabilities, and the father demonstrated he would be able to  
10 better provide for his disabled daughter's needs, would have a greater  
11 familial support system, and his housing situation would improve if he was  
12 permitted to relocate. *Id.* at 756-57, 895 P.2d at 1286-87. Minh is not  
13 able to demonstrate, like the father in *Gandee* did, that she will experience  
14 an improved financial situation, expanded career opportunities, and  
15 greater familial support, all of which beneficially impacted the children's  
16 quality of life in *Gandee*.

17 If the Court finds that Minh has demonstrated the provisions set  
18 forth in NRS 125C.007(1), the Court must then weigh the following  
19 factors and the impact of each on the children, Minh, the relocating  
20 parent, and Jim, the non-relocating parent, including, without limitation,  
21 the extent to which the compelling interests of the children, Minh, and  
22 Jim are accommodated:

- 23 1. *The extent to which the relocation is likely to improve the quality of life*  
24 *for the children and Minh*

25 The Court should consider the following subfactors in determining  
26 whether the move will improve the quality of life for Minh and the  
27 children: "whether positive family care and support will be enhanced,  
28 whether housing and living conditions will be improved, whether

1 educational advantages will result for the children, whether the custodial  
2 parent's employment and income will improve . . . ." *Jones*, 110 Nev. at  
3 1261-62, 885 P.2d at 569 (citing *Schwartz v. Schwartz*, 107 Nev. 378, 383,  
4 812 P.2d 1268, 1271 (1991)). Minh plans on retiring so her employment  
5 and income will not improve.

6 Positive family care and support will not be enhanced because  
7 although Minh will be a stay at home mother and surrounded by family  
8 members, the children receive the same level of positive family care and  
9 support in Henderson. If Minh retires as she has stated she plans on  
10 doing, she will be able to provide the same level of care and support to the  
11 children in Henderson as in California during her custodial timeshare. In  
12 addition, Jim's brother, Ed, his sister-in-law, Mel, and his nephew, Jason,  
13 will be moving to Las Vegas on June 15, 2019. Ed and Mel will be able to  
14 provide the same positive family care and support as Minh's relatives.

15 Minh has not demonstrated that housing and living conditions will  
16 be improved by her relocation. The parties are fortunate to be financially  
17 able to provide their children with the upperclass lifestyle they have  
18 enjoyed. The children live in a beautiful, waterfront home on Lake Las  
19 Vegas, in a secure, gated community with security guards who patrol the  
20 community. Thus, the relocation is not likely to improve the housing or  
21 living conditions of the children or Minh.

22 The children will not experience educational advantages. The  
23 children currently attend a private school, Challenger School, in  
24 Henderson. Minh suggests moving the children to a public school in  
25 California, but does not state which school the children will attend, the  
26 ranking of that school, how it compares to Challenger School, or any other  
27 useful information.

28 . . .

1 Based on the foregoing, the relocation is not likely to improve the  
2 quality of life for the children and Minh.

3  
4 2. *Whether Minh's motives are honorable and not designed to frustrate  
or defeat any visitation rights accorded to Jim*

5 Regardless of Minh's motives, if her petition to relocate with the  
6 children is granted, such an order will necessarily frustrate Jim's custody  
7 of his children. Nevertheless, Jim does not believe that Minh's motives are  
8 dishonorable, they are merely selfish.

9  
10 3. *Whether Minh will comply with any substitute visitation orders issued  
by the court if permission to relocate is granted*

11 Both parents would comply with any visitation orders issued by the  
12 Court. If Jim is granted joint or primary physical custody, he will comply  
13 with any custodial order or visitation awarded to Minh.

14  
15 4. *Whether Jim's motives are honorable in resisting the petition for  
16 permission to relocate or to what extent any opposition to the petition  
for permission to relocate is intended to secure a financial advantage in  
the form of ongoing support obligations or otherwise*

17 Jim's motives in resisting Minh's petition for relocation are  
18 honorable. Jim loves his children and wants to be present in their  
19 everyday lives. Jim wants to take his children to school, help them with  
20 their homework and school projects, bike with them, boat with them, and  
21 ski with them. It is obvious that Jim's opposition to Minh's petition to  
22 relocate is not intended to secure a financial advantage as Minh has  
23 attempted to pay him to forgo his custodial rights on numerous occasions.

24  
25 5. *Whether there will be a realistic opportunity for the non-relocating  
26 parent to maintain a visitation schedule that will adequately foster  
and preserve the parental relationship between the children and the  
non-relocating parent if permission to relocate is granted; and*

27 Given Minh's plans to sell her practice and retire in the near future,  
28 Minh would have more opportunity to travel and maintain a visitation

1 schedule that would adequately foster and preserve her relationship with  
2 the children. Minh owns a home in Las Vegas and would have a place to  
3 reside when she has custody of the children. Jim plans on continuing to  
4 work given the financial setbacks he has experienced in the past few years.  
5 There would not be a realistic opportunity for Jim to maintain a visitation  
6 schedule that would adequately foster and preserve his relationship with  
7 the children given the restraints on his ability and the frequency with  
8 which he could travel. If Minh retires, however, she will have the ability  
9 and time to travel for visitation much more so than Jim.

10 B. This Court Should Deny Minh's Request for Attorneys' Fees and  
11 Costs

12 Minh claims she should "recover her legal fees and costs pursuant to  
13 NRS 125C.007 due to the fact that JIM has unreasonably withheld his  
14 consent to allow this move to take place." Apart from the fact that Jim  
15 has not unreasonably withheld his consent and has reasonable grounds for  
16 his refusal, as set forth in detail above, NRS 125C.007 does not contain  
17 any provision regarding an award of attorneys' fees and costs. Jim  
18 respectfully requests the Court deny Minh's request for attorneys' fees and  
19 costs.

20 **III. CONCLUSION**

21 Minh is correct that we do not live in a utopian world where all  
22 children are adequately cared for and raised by two loving parents.  
23 However, in this instance, Minh has chosen to deprive her children of this  
24 utopian world that they are fortunate enough to have available to them  
25 because her desire to live in California is more than her desire to see her  
26 children raised by both parents. Thus, Jim respectfully requests the  
27 following relief from the Court:

28 . . .

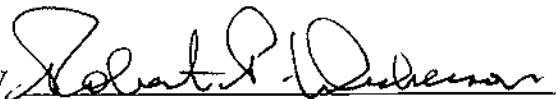
1           1.     For an Order denying the entirety of the relief sought by Minh  
2 in her instant Motion;

3           2.     For an Order granting the parties joint physical custody of their  
4 minor children on a week on/week off basis; and

5           3.     For such other relief as the Court deems just and proper in the  
6 premises.

7           DATED this 20<sup>th</sup> day of February, 2019.

8                                   THE DICKERSON KARACSONYI  
9                                   LAW GROUP

10                                  By 

11                                  ROBERT P. DICKERSON, ESQ.  
12                                  Nevada Bar No. 000945  
13                                  SABRINA M. DOLSON, ESQ.  
14                                  Nevada Bar No. 013105  
15                                  1745 Village Center Circle  
16                                  Las Vegas, Nevada 89134  
17                                  Attorneys for Plaintiff  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DECLARATION OF JAMES W. VAHEY

I, JAMES W. VAHEY, declare under penalty of perjury under the law of the State of Nevada that the following statement is true and correct:

1. I am over the age of 18 years. I am the Plaintiff in this action. I have personal knowledge of the facts contained herein, and I am competent to testify thereto.

2. I am making this declaration in support of my OPPOSITION TO DEFENDANT'S MOTION FOR PRIMARY PHYSICAL CUSTODY TO RELOCATE WITH MINOR CHILDREN TO SOUTHERN CALIFORNIA AND COUNTERMOTION FOR JOINT PHYSICAL CUSTODY ("Opposition and Countermotion"). I have read the Opposition and Countermotion prepared by my counsel and swear, to the best of my knowledge, that the facts as set forth therein are true and accurate, save and except any fact stated upon information and belief, and as to such facts I believe them to be true. I hereby reaffirm said facts as if set forth fully herein to the extent that they are not recited herein. If called upon by this Court, I will testify as to my personal knowledge of the truth and accuracy of the statements contained therein.

I, JAMES W. VAHEY, declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed on 2-20-19

  
JAMES W. VAHEY

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of THE  
3 DICKERSON KARACSONYI LAW GROUP, and that on this 20<sup>th</sup> day  
4 of February, 2019, I caused the above and foregoing document entitled  
5 PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION FOR  
6 PRIMARY PHYSICAL CUSTODY TO RELOCATE WITH MINOR  
7 CHILDREN TO SOUTHERN CALIFORNIA AND COUNTERMOTION  
8 FOR JOINT PHYSICAL CUSTODY, to be served as follows:

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

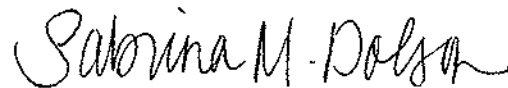
15 [ ] by placing same to be deposited for mailing in the United  
16 States Mail, in a sealed envelope upon which first class postage  
17 was prepaid in Las Vegas, Nevada;

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

20 [ ] by hand-delivery with signed Receipt of Copy.

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

23 NEIL M. MULLINS, ESQ.  
24 KAINEN LAW GROUP, PLLC  
25 3303 Novat Street, Suite 200  
26 Las Vegas, Nevada 89129  
27 service@kainenlawgroup.com  
28 Attorney for Defendant



An employee of The Dickerson Karacsonyi Law Group



MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

James W. Vahey  
Plaintiff/Petitioner  
v. Minh Nguyet Luong  
Defendant/Respondent

Case No. D-18-581444-D

Dept. H

**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:

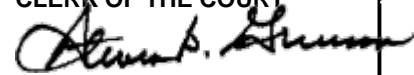
☒ **\$0** ☐ **\$25** ☐ **\$57** ☐ **\$82** ☐ **\$129** ☐ **\$154**

Party filing Motion/Opposition: Plaintiff James W. Vahey Date 02/20/19

Signature of Party or Preparer Sabrina M. Dolgor

13

13



1 **EXHS**  
2 NEIL M. MULLINS, ESQ.  
3 Nevada Bar No. 3544  
4 KAINEN LAW GROUP, PLLC  
5 3303 Novat Street, Suite 200  
6 Las Vegas, Nevada 89129-8714  
7 PH: (702) 823-4900  
8 FX: (702) 823-4488  
9 Service@KainenLawGroup.com  
10 Attorney for Defendant

11 **EIGHTH JUDICIAL DISTRICT COURT FAMILY DIVISION**  
12 **COUNTY OF CLARK, STATE OF NEVADA**

13 JAMES W. VAHEY,

14 Plaintiff,

15 vs.

16 MINH NGUYET LUONG,

17 Defendant.

CASE NO. D-18-581444-D  
DEPT NO. H

Date of Hearing: March 12, 2019  
Time of Hearing: 10:00 a.m.

18 **APPENDIX OF EXHIBITS TO DEFENDANT'S REPLY TO PLAINTIFF'S**  
19 **OPPOSITION TO DEFENDANT'S MOTION FOR PRIMARY PHYSICAL**  
20 **CUSTODY TO RELOCATE WITH MINOR CHILDREN TO CALIFORNIA**

21 COMES NOW, Defendant, MINH NGUYET LUONG, by and through her  
22 attorney, NEIL M. MULLINS, ESQ., of the KAINEN LAW GROUP, PLLC, and  
23 respectfully submits this *Appendix of Exhibits to Defendant's Reply to Plaintiff's*  
24 *Opposition to Defendant's Motion for Primary Physical Custody to Relocate with*  
25 *Minor Children to California.*

26 ...

27 ...

28 ...


...

...

1 This Appendix is filed pursuant to EDCR 5.205.

2 DATED this 5<sup>th</sup> day of February, 2019.

3 KAINEN LAW GROUP, PLLC

4  8414 for  
5 NEIL M. MULLINS, ESQ.

6 Nevada Bar No. 3544

7 KAINEN LAW GROUP, PLLC

8 3303 Novat Street, Suite 200

9 Las Vegas, Nevada 89129

10 Attorney for Defendant

## TABLE OF CONTENTS

Ex.	Description	Bates Stamp
1	City of Irvine, California Accolades and Awards	Def001-1 to Def003-1
2	Irvine, California Public School Accolades and Awards	Def004-1 to Def022-1

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 4<sup>th</sup> day of March, 2019, I caused to be served the *Appendix of Exhibits to Defendant's Reply to Plaintiff's Opposition to Defendant's Motion for Primary Physical Custody to Relocate with Minor Children to California* to all interested parties as follows:

\_\_\_ BY MAIL: Pursuant to NRCP 5(b), I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, postage fully prepaid thereon, addressed as follows:

\_\_\_ BY CERTIFIED MAIL: I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, certified mail, return receipt requested, postage fully paid thereon, addressed as follows:

\_\_\_ BY FACSIMILE: Pursuant to EDCR 7.26, I caused a true copy thereof to be transmitted, via facsimile, to the following number(s):

X BY ELECTRONIC MAIL: Pursuant to EDCR 7.26 and NEFCR Rule 9, I caused a true copy thereof to be served via electronic mail, via Wiznet, to the following e-mail address(es):

Attorneys for Plaintiff:

info@thedklawgroup.com



An Employee of  
KAINEN LAW GROUP, PLLC

# **EXHIBIT "A"**

### **2019**

- Irvine Ranked No. 1 in Latest Fiscal Strength Survey
- The City of Irvine's Budget Office was awarded national and state awards: The national award came from the Distinguished Budget Presentation Award by the Government Finance Officers Association of the United States and Canada (GFOA). The award represents the highest form of recognition in government budgeting for a municipal entity. In addition, the City received the Excellence Award for Fiscal Year 2018-19 Operating Budget from the California Society of Municipal Finance Officers.

### **2018**

- The City of Irvine has received the *Rose Award* from the Orange County Taxpayers Association for its efforts to protect taxpayers. The City was awarded this honor for placing Measure C on the ballot in the June 5 election, making Irvine compliant with Proposition 62, which requires 2/3 vote of the City Council to propose taxes.
- The City of Irvine was awarded for its "exemplary Information Technology (IT) practices" by MISAC, the Municipal Information Systems Association of California.
- Irvine remains the Safest City of 250,000 or more in the nation for the 13<sup>th</sup> consecutive year, based upon FBI statistics for violent crime.
- Irvine was voted "**Best City to Live in**([link is external](#))" for the third consecutive year by *Orange County Register* readers in the 25th annual *Best of Orange County* publication.
- In 2018, IPD's Office of Emergency Management developed a first-of-its kind Community Emergency Response Team (CERT) program delivered entirely in the Mandarin language. IPD received an award for this effort from the California Emergency Services Association. The team was also asked to present on the program at the National CERT Conference in summer 2018.
- Irvine ranked #27 overall among 300 U.S. cities for *Best Real Estate Markets*([link is external](#)). The ranking was prepared by WalletHub, a personal finance website, based on factors such as housing market attractiveness and economic strength.
- Irvine ranked #2 as *Best Places to Raise a Family*([link is external](#)) by the personal finance website WalletHub based on scores for family fun, health and safety, education and child care, affordability, and socio-economic criteria.
- Irvine is 10th on the list of *50 Safest College Towns in America*([link is external](#)). The rankings compiled by SafeWise, a professional review and comparison website, are based on the most recent FBI crime data.
- Irvine ranked #10 as the *Most Pet-Friendly Cities in America*([link is external](#)) by the personal finance website WalletHub based on our outdoor pet-friendliness and pet health & wellness scores.



- The national nonprofit The Trust for Public Land ranked Irvine's park system *10<sup>th</sup> best park system(link is external)* in the United States. The methodology used for 2018 includes the main criteria of park access; park size and investment; and popular amenities.
- Irvine ranked **#15** on the list of *Best Cities for Young Families(link is external)* in the U.S. by Consumer research group ValuePenguin.
- The City of Irvine in 2018, for a second straight year, has been ranked No. 1 in fiscal strength.(link is external) The Truth in Accounting ranking of America's 75 largest cities calculated the funds that would be left over after the bills are paid. Irvine was given a surplus score of \$5,200 per taxpayer, earning the distinction as the most fiscally healthy large city in the United States. Truth in Accounting is a nonprofit that looks at public agencies' fiscal practices.
- Irvine ranked **#13** for *Fittest City in America* by American College and Sports Medicine American Fitness Index(link is external).
- Irvine received the 2017 *Award of Excellence for Facility Design* from the California Park & Recreation Society(link is external) for Quail Hill Community Center.
- Irvine ranked **#15** on Livability.com's list for the *2018 Top 100 Best Places to Live(link is external)* list based on our parks and open space, strong local economy, access to medical facilities and low crime rates.
- The City of Irvine received the Government Finance Officers Association's(link is external) (GFOA) award for Excellence in Financial Reporting for its Comprehensive Annual Financial Report.
- The City received two other prestigious awards for the financial report: The GFOA Distinguished Budget Presentation Award honoring the City's commitment to the highest principles of governmental budgeting, and the award for Excellence in Operational Budget from the California Society of Municipal Finance Officers(link is external).

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<https://www.cityofirvine.org/accolades/accomplishments>

### **Milestones Reached**

- Irvine remains the Safest City of 250,000 or more in the nation, based upon FBI statistics for violent crime. Staff determined the latest designation in September 2018, reflecting 2017 data, for a 13<sup>th</sup> consecutive year.
- One of the City's distinctions is a growing parks system, including the newly opened Quail Hill Community Center, Eastwood Park, and Portola Community Park, the latter of which opens in January 2019. In each of the past three years, the City of Irvine has been ranked in the top 10 of best park systems by The Trust for Public Land. Also, in April 2018, City officials and partners celebrated the 30<sup>th</sup> anniversary of the Irvine Open Space Initiative. In June 1988, Irvine voters

overwhelmingly approved a plan to permanently preserve open space that will total 16,000 acres by buildout – about one-third of the City's 66 square miles.

<https://www.cityofirvine.org/about-irvine/demographics>

## **EXHIBIT "B"**

Orchard Hills School

11555 Culver Drive, Irvine, CA, 92602

Public district, K-8 | 1156 students

Distance: 0.21 miles

Arnold O. Beckman High School

3588 Bryan Avenue, Irvine, CA, 92602

Public district, 9-12 | 2847 students

Distance: 2.14 miles

Lakeside Middle School

3 Lemongrass, Irvine, CA, 92604

Public district, 7-8 | 656 students

Distance: 4.5 miles

Santiago Hills Elementary School

29 Christamon West, Irvine, CA, 92620

Public district, K-6 | 625 students

Distance: 1.6 miles

Peters Canyon Elementary School

26900 Peters Canyon Road, Tustin, CA, 92782

Public district, PK-5 | 560 students

Distance: 1.46 miles

Tustin Memorial Elementary School

12712 Browning Avenue, Santa Ana, CA, 92705

Public district, K-5 | 618 students

Distance: 2.27 miles

Orchard Hills School

11555 Culver Drive, Irvine, CA, 92602

Public district, K-8 | 1156 students

Distance: 0.21 miles

Jeffrey Trail Middle

155 Visions, Irvine, CA, 92620

Public district, 7-8 | 999 students

Distance: 3.53 miles

Canyon View Elementary School

12025 Yale Court, Irvine, CA, 92620

Public district, K-6 | 801 students

Distance: 0.95 miles

Irvine High School

4321 Walnut Avenue, Irvine, CA, 92604

Public district, 9-12 | 2031 students

Distance: 3.16 miles

Sierra Vista Middle School

2 Liberty, Irvine, CA, 92620

Public district, 7-8 | 853 students

Distance: 1.9 miles



GreatSchools Stonegate Elementary School  
100 Honors, Irvine, CA, 92620  
Public district, K-6 | 1031 students  
Distance: 2.39 miles



Panorama Elementary School  
10512 Crawford Canyon Road, Santa Ana, CA, 92705  
Public district, K-6 | 405 students  
Distance: 3.46 miles



Arroyo Elementary School  
11112 Coronel Road, Santa Ana, CA, 92705  
Public district, PK-5 | 640 students  
Distance: 2.59 miles



Foothill High School  
19251 Dodge Avenue, Santa Ana, CA, 92705  
Public district, 9-12 | 2526 students  
Distance: 3.1 miles



Northwood High School  
4515 Portola Parkway, Irvine, CA, 92620  
Public district, 9-12 | 2240 students  
Distance: 0.81 miles



Arnold O. Beckman High School  
3588 Bryan Avenue, Irvine, CA, 92602  
Public district, 9-12 | 2847 students  
Distance: 2.14 miles



Hicks Canyon Elementary School  
3817 Viewpark, Irvine, CA, 92602  
Public district, PK-5 | 936 students  
Distance: 1.37 miles



Portola Springs Elementary  
12100 Portola Springs, Irvine, CA, 92618  
Public district, K-6 | 626 students  
Distance: 3.9 miles



Cypress Village Elementary  
355 Rush Lily, Irvine, CA, 92620  
Public district, K-6 | 939 students  
Distance: 4.55 miles



Brywood Elementary School  
1 Westwood, Irvine, CA, 92620  
Public district, K-6 | 579 students  
Distance: 2.5 miles



College Park Elementary School  
3700 Chaparral Avenue, Irvine, CA, 92606  
Public district, K-6 | 773 students  
Distance: 3.21 miles



Deerfield Elementary School  
2 Deerfield Avenue, Irvine, CA, 92604  
Public district, K-6 | 656 students  
Distance: 3.89 miles



## About GreatSchools' ratings

As an independent nonprofit, our mission at GreatSchools is to help all parents get a great education for their children and for communities to ensure that all students receive a quality education. We believe that every parent — regardless of where they live or how much money they make — needs reliable information in order to ensure their child is being served by their school. On our profiles, we strive to display a variety of indicators of school quality to provide a well-rounded picture of how effectively each school serves all of its students. Our ratings are intended to provide a better understanding of school quality and to help parents compare schools within the same state.

We are constantly working with state and national agencies to acquire more representative school data in every state. This helps us provide a more in-depth picture of school quality nationwide and allows us to improve our school profiles and ratings.



### Quick links

[Summary Rating](#)

[Other ratings & flags](#)

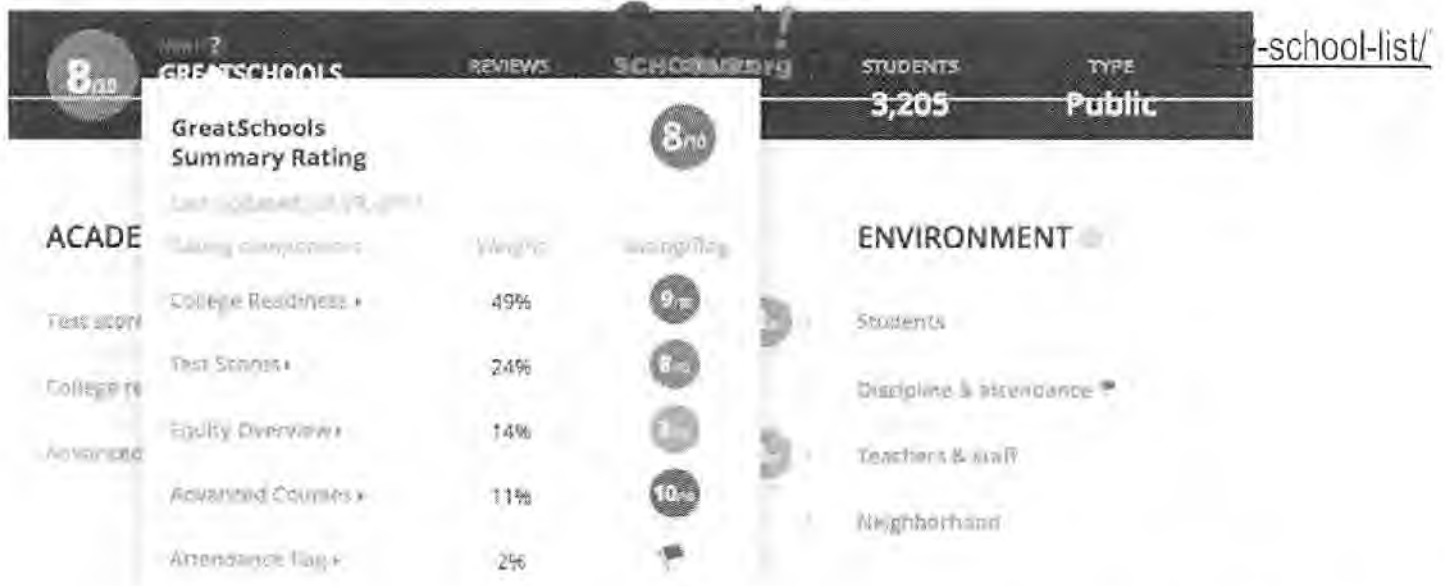
[Inputs & weights](#)

[Methodology \(https://www.greatschools.org/gk/ratings-methodology/\)](https://www.greatschools.org/gk/ratings-methodology/)

[Data transparency](#)

[Support & FAQs](#)

## Our new approach to ratings



In the past, the overall GreatSchools Rating in most states was based on test scores. In some states\*, the GreatSchools Rating was also based on student progress (or “growth”) and college readiness data (SAT/ACT participation and/or performance and/or graduation rates). Our school profiles now include important information in addition to test scores — factors that make a big difference in how children experience school, such as how much a school helps students improve academically, how well a school supports students from different socioeconomic, racial, and ethnic groups, and whether or not some groups of students are disproportionately affected by the school’s discipline and attendance policies. Many of these important themes now have their own rating, and these themed ratings are incorporated into the school’s overall GreatSchools Summary Rating.

**Note:** Some states do not have sufficient information to generate a Summary Rating (Alaska, Idaho, Maine, North Dakota, New Hampshire, South Dakota, and Vermont). In these states, we default to the school’s Test Score Rating as the overall rating displayed at the top of the profile.

GreatSchools ratings follow a 1-10 scale, where 10 is the highest and 1 is the lowest. Ratings at the lower end of the scale (1-4) signal that the school is “below average,” 5-6 indicate “average,” and 7-10 are “above average.” Each rating has its own color corresponding to this scale, ranging from green (10) to yellow to orange (1) to help you see the distinctions.

\*TX, FL, NY, GA, IL, NJ, NC, MI, OH, MA, CO, IN, WI, KY, OK, HI, DE and DC



## S ummary Rating

The **GreatSchools Summary Rating** appears at the top of a school's profile and provides an overall snapshot of school quality based on how well a school prepares all its students for postsecondary success—be it college or career. The Summary Rating calculation is based on five of the school's themed ratings (the Test Score Rating, Student or Academic Progress Rating, College Readiness Rating, Equity Rating and Advanced Courses Rating) and flags for discipline and attendance disparities at a school. The ratings we display for each school can vary based on data availability or relevance to a school level (for example, high schools will have a College Readiness Rating, but elementary schools will not). We will not produce a Summary Rating for a school if we lack sufficient data to calculate one. For more about how this rating is calculated, see the Summary Rating inputs & weights section below.

**For more information** about how we calculate this rating, see the GreatSchools Ratings methodology report. (<https://www.greatschools.org/gk/ratings-methodology#methodology-summary-rating>)

## Test Score Rating

The **Test Score Rating** measures schools on proficiency, using performance (the percentage of students scoring at or above proficiency) on state assessments across grades and subjects, compared to other schools in the state, to produce a 1-10 rating for each school. This school's overall Test Score Ratings are displayed in the Academics section on school profiles and broken out by student subgroup (race/ethnicity and family income) in the Equity section. This rating is an important factor in understanding school quality because it measures whether or not all students are meeting academic standards.

**For more information** about how we calculate this rating, see the GreatSchools Ratings methodology report. (<https://www.greatschools.org/gk/ratings-methodology#methodology-test-score-rating>)

# Student Progress Rating

<sup>1/20 9</sup> The **Student Progress Rating** (also known as “growth”) measures whether students at a school are making academic progress over time. Specifically, the **Student Progress Rating** looks at how much progress individual students have made on reading and math assessments during the past year or more, how this performance aligns with expected progress based on a student growth model established by the state Department of Education, and how this school’s growth data compares to other schools in the state. This data is less common for high schools, which in many states do not take state standardized tests in more than one grade. It is also important to note that it is possible for schools with already-high-performing students to receive a high Student Progress Rating, or for schools with high test scores to receive a low Student Progress Rating. The key advantage of growth is that it’s less correlated with socioeconomic background than proficiency. The goal of the Student Progress Rating is to provide transparency into schools that are improving student outcomes regardless of the student’s starting point in terms of academic achievement.

For more information about how we calculate this rating, see the GreatSchools Ratings methodology report. (<https://www.greatschools.org/gk/ratings-methodology#methodology-student-progress-rating>)

## Academic Progress Rating

The **Academic Progress Rating** displays in states that do not provide publicly available growth data, which means we cannot provide a Student Progress Rating. In these states, we instead provide an Academic Progress Rating, which is a growth proxy rating based on a model using unmatched cohorts, or school-level data instead of student-level data. This data is less common for high schools, which in many states do not take state standardized tests in more than one grade in high school, making it difficult to look at grade-to-grade improvement in test scores. Because this metric is less precise than the Student Progress Rating, which uses growth data provided by the state Departments of Education, we have given it a lesser weighting in the Summary Rating. When student growth data does become publicly available in these states, we will replace the Academic Progress Rating with a Student Progress Rating.

Ratings methodology report. ([https://www.greatschools.org/gk/ratings- \(/my-school-list/\) methodology#methodology-academic-progress-rating](https://www.greatschools.org/gk/ratings- (/my-school-list/) methodology#methodology-academic-progress-rating))

## College Readiness Rating

The **College Readiness Rating** measures how well high schools prepare their students for success in college and career, compared to other schools in the state. The rating is based on the high school's graduation rate, data about college entrance exams (SAT/ACT participation and performance) and/or Advanced Placement exam participation and performance. This rating only applies to schools with high school grades.

**For more information** about how we calculate this rating, see the GreatSchools Ratings methodology report. (<https://www.greatschools.org/gk/ratings- methodology#methodology-college-readiness-rating>)

## Advanced Courses Rating

The **Advanced Courses Rating** compares the academic rigor of a school based on student enrollment in advanced courses, taking into account not only the number of advanced courses a school offers, but how effectively the school enrolls students in those courses. The rating compares a school's average advanced course-taking rates in four academic subject categories—English; Science, Technology, Engineering and Math (STEM); Social Sciences; and Foreign Languages—to the state average. Using course-level enrollment data from the state Department of Education for those courses identified as “advanced,” we produce a 1 (low) – 10 (high) rating for each school. If a school does not offer any advanced courses in one of the four rated subject areas, that subject will receive a “1” rating. This rating is primarily used at the high school level, although some middle schools that offer high school level coursework to their 7th and 8th grade students may also have a rating. Elementary schools will not have this rating as advanced courses are rarely made available to elementary school-age students. In some states, advanced courses data is not available, and we cannot produce this rating.

## Equity Rating

The **Equity Rating** measures how well a school serves the academic development of all students, looking specifically at: 1) the performance level of disadvantaged students on state tests in comparison to the state average for all students, and 2) in-school performance gaps between disadvantaged students and other students. We define disadvantaged students as those students who comprise racial/ethnic and economic subgroups that show persistent gaps across schools, subgroup pairs, grades, and subjects within the state. This allows us to understand how well the school is educating disadvantaged student groups compared to the state average for those students, and how those students are performing compared to non-disadvantaged students this school, factoring in both the achievement level and the performance gaps. A low rating (1 – 3) may indicate some student groups are not getting the support they need at the school, while a high rating (8 – 10) may indicate a school is effectively closing achievement gaps.

When the population of a student group is too small to provide reliable data (less than 5% of the total student body), that student group is not reflected in this section. As a result, some groups may not be included in some charts within this section.

Some schools do not have a large enough population of disadvantaged students to calculate an Equity Rating (homogeneous schools). These schools are instead given the average Equity Rating for schools with the same Test Score Rating. This estimate, called the Equity adjustment factor, allows for the Summary Ratings of schools with and without Equity Ratings to be more easily comparable.

In states where less than half of schools have enough information to generate an Equity Rating rating, we will display the Equity Rating where possible but will not include it in the Summary Rating calculation.

**For more information** about how we calculate this rating, see the GreatSchools Ratings methodology report. (<https://www.greatschools.org/gk/ratings-methodology#methodology-equity-rating>)

The \_\_\_\_\_ Le  
on profiles to make it easier for parents to understand how well schools serve students from different socioeconomic backgrounds. Note: the low-income student performance data is a component of the school's Equity Rating, so it does not display as a stand-alone rating within the school's Summary Rating breakdown.

## Discipline and attendance flags

The **discipline and attendance flags** are indicators GreatSchools uses to identify schools with worrisome patterns of out-of-school suspensions and chronic absenteeism in their student body. Creating these flags involves two primary steps: identifying schools with high rates of suspension or absenteeism, and identifying schools with significant differences in suspension or chronic absenteeism rates between race/ethnicity student groups. A flag appears in a school's "Equity" section, within the "Discipline & attendance" toggle view of the "Race/ethnicity" section, when these conditions are present.

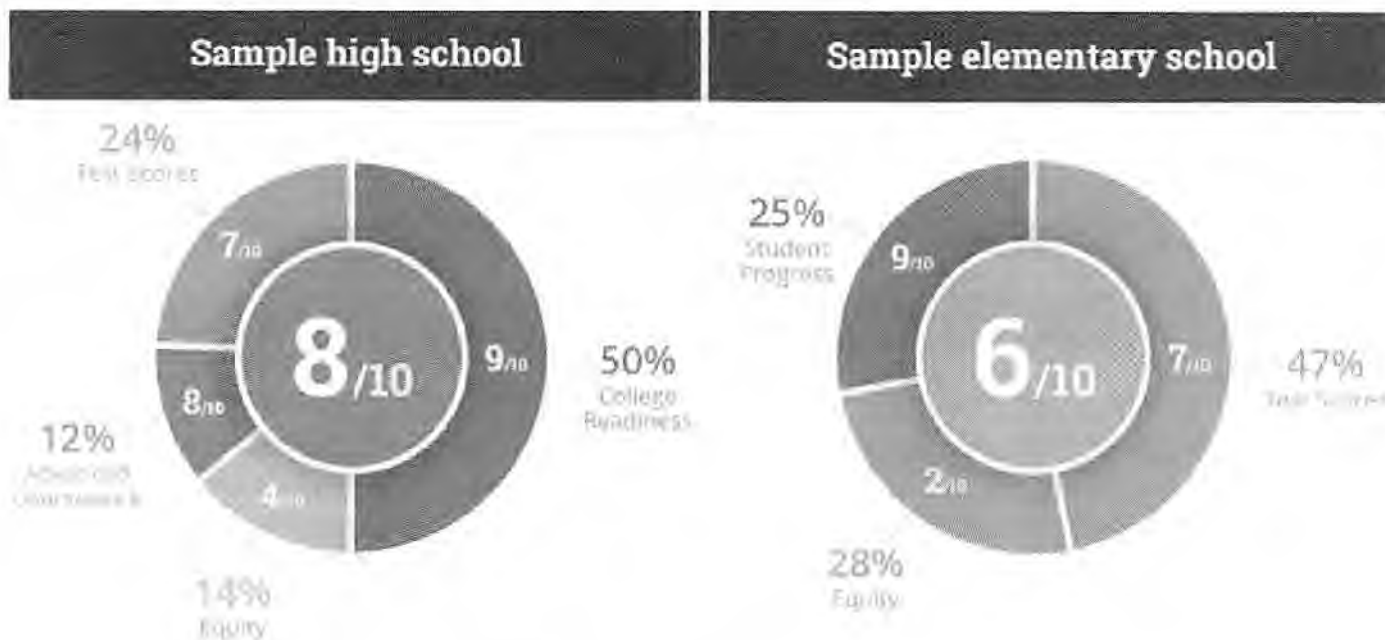
For more information about how we calculate this rating, see the GreatSchools Ratings methodology report. (<https://www.greatschools.org/gk/ratings-methodology#methodology-discipline-attendance>)

## Summary Rating inputs and weights

The Summary Rating calculation is based on up to six of the school's themed ratings/flags, which are described above. Components included within a school's rating can vary based on data availability. For example, college readiness measures like Advanced Placement classes and college entrance exams are available in most high schools but not elementary or middle schools, and student or academic progress data that looks at year-over-year progress may be less likely to be available in a high school where state standardized tests are only given in one grade.

To calculate the Summary Rating, we use weights for each rating/flag based on the available data; the amount of information available about the school relative to other schools in the state; the amount of variability in the data; and the extent to which each data point has been proven to be related to student success in college and for long-term life outcomes.

Below are representative examples of how a high school or elementary school's ratings are weighted within the overall Summary Rating calculation for the school:



A snapshot of a school's Summary Rating composition and weights can be found by clicking on the rating at the top of the profile. Inputs to the Summary Rating are school- and state-specific, depending on data availability. Each of the ratings (and flags) that comprise the Summary Rating may be refreshed as new data becomes available, which in turn may cause the school's Summary Rating to change. These changes may happen at different times throughout the course of a year. To see when underlying data was updated, click on the Sources information for each rating and flag. **Note:** rounding of percentages may cause some Summary Rating weights to exceed 100%.

## Greater data transparency



At GreatSchools we believe that transparency builds trust. We believe that government education agencies have an obligation to make data on school quality available to parents and the public. Every parent should feel informed and

empowered to unlock educational opportunities for their child regardless of their

/2019

About GreatSchools ratings system and methodology

family background or zip code. That's why in recent years, GreatSchools has [expanded data collection efforts in every state to include various types of school quality data broken down by student groups, including students from low-income families, diverse racial and ethnic backgrounds, and students with disabilities. These additional data \(where available\) are now part of GreatSchools school profiles and provide a more complete picture of how effectively a school serves all of its students.](#) [/my-school-list/](#)

expanded data collection efforts in every state to include various types of school quality data broken down by student groups, including students from low-income families, diverse racial and ethnic backgrounds, and students with disabilities. These additional data (where available) are now part of GreatSchools school profiles and provide a more complete picture of how effectively a school serves all of its students.

Data transparency helps parents know how schools in their community are doing, where there is room for improvement, and what the best options are for their children. Sharing school information — good and bad — also cultivates parent engagement and trust. Additionally, it's important that school data be made available in accessible, easy-to-use formats so that non-governmental organizations can use the information to inform parents and students about the quality of their local schools.

## Support and frequently asked questions

- [Was this information helpful in better understanding our ratings? Share your feedback. \(https://s.qualaroo.com/45194/5c3f0731-042d-4551-9e66-2a45dbce3978\)](https://s.qualaroo.com/45194/5c3f0731-042d-4551-9e66-2a45dbce3978)
- [For additional help, please visit our FAQ page. \(https://greatschools.zendesk.com/hc/en-us\)](https://greatschools.zendesk.com/hc/en-us)
- [For more information on GreatSchools' commitment to working with government education agencies and community partners to provide better information on student outcomes, please contact us. \(https://www.greatschools.org/gk/contact/\)](https://www.greatschools.org/gk/contact/)

### About GreatSchools

#### About us

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[Contact \(https://www.greatschools.org/gk/contact/\)](https://www.greatschools.org/gk/contact/)

## Our work

[School information \(https://www.greatschools.org/gk/summary-rating/\)](https://www.greatschools.org/gk/summary-rating/)

[Parenting resources \(https://www.greatschools.org/gk/grade-by-grade-newsletter/\)](https://www.greatschools.org/gk/grade-by-grade-newsletter/)

[Research & reports \(https://www.greatschools.org/gk/about/research-reports/\)](https://www.greatschools.org/gk/about/research-reports/)

[Supporters \(https://www.greatschools.org/gk/supporters/\)](https://www.greatschools.org/gk/supporters/)

## Working together

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## Empowering parents

GreatSchools is the leading national nonprofit empowering parents to unlock educational opportunities for their children. We provide school information and parenting resources to help millions of American families choose the right school, support learning at home, and guide their children to great futures.

[Support GreatSchools in this effort! Donate Now!](#)

[\(/https://www.classy.org/checkout/donation?eid=147615\)](https://www.classy.org/checkout/donation?eid=147615)

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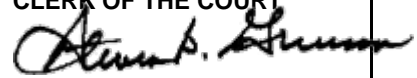
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**PDOC**  
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FX: (702) 823-4488  
Service@KainenLawGroup.com  
Attorney for Defendant

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

JAMES W. VAHEY,

Plaintiff,

vs.

MINH NGUYET LUONG,

Defendant.

CASE NO. D-18-581444-D  
DEPT NO. H

Date of Hearing: March 12, 2019  
Time of Hearing: 10:00 a.m.

**DEFENDANT'S REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANT'S**  
**MOTION FOR PRIMARY PHYSICAL CUSTODY TO RELOCATE WITH**  
**MINOR CHILDREN TO CALIFORNIA**

COMES NOW, Defendant, MINH NGUYET LUONG (hereinafter "Minh"), by and through her attorney, NEIL M. MULLINS, ESQ., of the KAINEN LAW GROUP, PLLC, and hereby submits her Reply to Plaintiff, JAMES W. VAHEY (hereinafter "Jim") Opposition to Defendant's Motion for Primary Physical Custody to Relocate to California

...

This Reply is made and based upon the Points and Authorities and Exhibits herein, and oral argument to be presented at the hearing of this matter.

...

...

1 DATED this 5<sup>th</sup> day of March, 2018.

2 KAINEN LAW GROUP, PLLC

3  
4 By: /s/ Neil M. Mullins  
5 NEIL M. MULLINS, ESQ.  
6 Nevada Bar No. 3544  
7 3303 Novat Street, Suite 200  
8 Las Vegas, Nevada 89129  
9 Attorneys for Defendant

10 I.

11 **POINTS AND AUTHORITIES**

12 Despite Jim's argument to the contrary, Minh's Motion to relocate is meritorious.  
13 She has demonstrated a sensible good faith reason to move and that she and the children  
14 will actually benefit from relocation to Irvine, California. The children are already  
15 familiar with the differences between living in Irvine and in Henderson. Minh is moving  
16 for the purpose of retiring and being a full-time parent to her children.

17 Irvine offers sense of both family and community. We have attached **Exhibit "A"**  
18 to support her claim. <https://www.cityofirvine.org/accolades/2019-2018-awards>

19 1. Irvine was ranked by the FBI as the safest city in which to live in 2017. The  
20 public schools in Irvine are the highest rated schools nationwide. Irvine is highly sought  
21 after as the ideal city to live and raise a family.

22 2. All of Minh's family, and the children's closest extended family members live  
23 in Orange County . Minh's parents have seven children. Minh's siblings have families  
24 in close proximity.

25 3. Minh is Vietnamese. Orange County has one of the largest communities of  
26 Vietnamese people outside of Vietnam. The culture and language is important to Minh  
27 and the children.

28 4. Minh's parents are old and frail. They need Minh's help. It is Vietnamese  
culture for the children to help their parents as they get older. Minh is financially  
independent. Her siblings are working and raising their families. Minh is now relied

1 upon by family to do her part, as her parents get more dependent.

2 5. Minh's parents, ages 78 and 74, are not in good health and need her assistance  
3 to manage their home life, medical appointments, and day to day lives. Minh's father had  
4 a stroke 13 years ago. He can no longer drive. His condition has deteriorated over the  
5 past two years. When Minh was there she noticed that her father had severe shortness of  
6 breath, wheezing, and an inability to walk. Minh took him to the ER and he had to be  
7 admitted for chronic pulmonary disease. He cannot bathe or dress himself, and at times  
8 he cannot walk.

9 6. Minh's Mom cannot care for her Dad like she used to; she does not drive.  
10 Minh's mom has rheumatoid arthritis and osteoporosis. She limps and drags her leg when  
11 she walks. Her fingers curl up from auto immune disease and put her in extreme pain  
12 which prevents her from doing the regular chores she once took for granted. She  
13 developed thrombocytopenia, a condition causing internal bleeding. It went unnoticed,  
14 until Minh discovered the problems and brought her to appointments to get treatment and  
15 a proper diagnosis.

16 7. Minh feels isolated, lonely and helpless in Henderson, in the isolated community  
17 of Lake Las Vegas. Minh knows her parents need her and that all three of her children  
18 would thrive more being surrounded by friends, family and the cultural surroundings  
19 offered at their home in Irvine.

20 8. Minh intends to completely retire from practice. The children will not require  
21 nannies. The parties have had a revolving door of nannies in Henderson due to the active  
22 practices of both parents, and the relative isolation of Lake Las Vegas Community. The  
23 children have no friends or peers that they can play with in the entire community.

24 9. Upon relocation, Minh intends to spend weekdays with her parents while the  
25 children are in class, and then attend to the children after school. She will not require a  
26 nanny, and the children have relatives who can assist with their care when necessary.  
27 Minh's sister is the person both parties trust to watch the children when they vacationed  
28 together. Minh's siblings, who are by no means wealthy, placed over \$320,000 in the



1 children's 529 plan accounts, and they consider these three children as an integral parts  
2 of the extended family. The children have cousins within the same age group and friends  
3 to play with.

4 10. Irvine is not isolated like Lake Las Vegas. The children can walk to school,  
5 versus a 30-minute drive. Similarly, trips to sporting events and activities are not a  
6 burden. They can awake at normal hours, be prepared for school by a parent instead of  
7 a nanny, and can live in the community where they attend school, know their neighbors  
8 and be raised as normal members of an integrated community and not in a retirement  
9 community like Lake Las Vegas.

10 11. The parties will save over \$45,000 per year in private school tuition because  
11 the public schools in their Irvine neighborhood are among the best in California.

12 Minh has always taken the primary role with the children. She does their  
13 homework and activities, always motivating them to do well. She prepares their meals  
14 and fixes their snacks.

15 Jim wants proof of the statistics about how safe, thriving and special Irvine is. Minh  
16 has provided the research herein below. The community surrounding the new home is  
17 special. The children can walk or ride their bikes to school with their neighborhood  
18 friends and classmates. They can play outside with the same children that they attend  
19 school with.

20 The children will be surrounded by extended family, and can partipate in cultural  
21 activities not offered by Jim or the Lake Las Vegas community. Even if the activities  
22 were available, Jim will not commit or permit the children to attend. Jim does not have  
23 the time or desire to arrange and transport the children to activities. The remoteness of  
24 Jim's home prevents their participation. The children and Minh are simply bored with  
25 Lake Las Vegas. The children want to move to Irvine and are asking why they are not  
26 already there and when they will move. They know both Jim and Minh agreed the family  
27 would go, and Jim's story, that he never intended for the family to relocate is pure fiction.  
28 Maybe Jim never intended to go, but he never told the children or Minh he changed his

1 mind until mid 2018. Jim broke Minh's and the children's hearts when he told her that  
2 not only was he not moving, but that the children could not move either.

3 Minh will retire and devote her entire schedule to be there for the children each and  
4 every day. Contrary to the specific allegations contained with in Jim's opposition which  
5 are refuted here in below specifically in a page line summary, Minh is a terrific and  
6 patient parent, who wants only what is best for her children.

7 What hurts Minh the most are Jim's comments and his failure to even acknowledge  
8 how devoted Minh has been to him, his business and his efforts. Without Minh's  
9 assistance with a large loan, Jim would have lost his business. Minh loaned Jim \$1.7  
10 million to bail him out of losses and to save his business and his business building. After  
11 doing all of that for Jim, he is not willing to bend one iota to make her life's desires and  
12 dreams fulfilled. Minh is giving him a roadmap for the past eight years showing him that  
13 the combined assets would allow both of them to retire and he would not have to practice  
14 again. When he would not retire she developed a plan with him that he could still work  
15 part time in Las Vegas and commute to Irvine until he was prepared to retire. She and the  
16 children waited eight years for that plan to be fulfilled and can wait no longer.

17 A review of Jim's opposition reveals he is (1) falsely portraying events to suit his  
18 story; (2) grossly distorting the roles each party has played with the children; (3) focusing  
19 his story on the recently expanded role he has taken since this case was initiated as  
20 opposed to clarifying for the court what the true history of the parties' roles have been;  
21 (4) and absolutely lying about the extent of the parties' agreement to relocate to  
22 California; (5) falsely portraying Minh as abusive and impatient; and (6) confusing and  
23 distorting facts he knows are untrue as portrayed.

24 **NRS 125C.007 Petition for permission to relocate; factors to be weighed by**  
25 **court.**

26 1. In every instance of a petition for permission to relocate with a child that is filed  
27 pursuant to NRS 125C.006 or 125C.0065, the relocating parent must demonstrate to the  
28 court that:

(a) There exists a sensible, good-faith reason for the move, and the move is not  
intended to deprive the non-relocating parent of his or her parenting time;

- (b) The best interests of the child are served by allowing the relocating parent to relocate with the child; and
- (c) The child and the relocating parent will benefit from an actual advantage as a result of the relocation.
2. If a relocating parent demonstrates to the court the provisions set forth in subsection 1, the court must then weigh the following factors and the impact of each on the child, the relocating parent and the non-relocating parent, including, without limitation, the extent to which the compelling interests of the child, the relocating parent and the non-relocating parent are accommodated:
- (a) The extent to which the relocation is likely to improve the quality of life for the child and the relocating parent;
- (b) Whether the motives of the relocating parent are honorable and not designed to frustrate or defeat any visitation rights accorded to the non-relocating parent;
- (c) Whether the relocating parent will comply with any substitute visitation orders issued by the court if permission to relocate is granted;
- (d) Whether the motives of the non-relocating parent are honorable in resisting the petition for permission to relocate or to what extent any opposition to the petition for permission to relocate is intended to secure a financial advantage in the form of ongoing support obligations or otherwise;
- (e) Whether there will be a realistic opportunity for the non-relocating parent to maintain a visitation schedule that will adequately foster and preserve the parental relationship between the child and the non-relocating parent if permission to relocate is granted; and
- (f) Any other factor necessary to assist the court in determining whether to grant permission to relocate.
3. A parent who desires to relocate with a child pursuant to NRS 125C.006 or 125C.0065 has the burden of proving that relocating with the child is in the best interest of the child.

(Added to NRS by 2015, 2588)

Specifically, Minh hereby lists the numerous misstatements (though by no means exhaustive) and misrepresentations made within Jim's Opposition. The page/line references are to Jim's Opposition.

(1) On page 1, line 20, Jim states that the parties discussed, prior to marriage, where they would reside given that both parties owned a home at the time.

Minh was provided no choice or real discussion about living at Lake Las Vegas. Jim insisted, and this was addressed in the Prenuptial Agreement. The parties and Minh particularly, always had concerns about the children being too close to the water. Minh discussed putting fences up to protect the children, but Jim refused to compromise as he

1 was concerned fences would make the beautiful view and pool area “ugly”. The parties  
2 have always discussed the long commute and remoteness issues, but since Jim left the  
3 vast majority of transporting of the children to Minh or the nannies, he has not  
4 experienced the full effect of the commute issues until the parties' separated. The parties  
5 have lost countless nannies, piano instructors, contractors and other help because of the  
6 distance and remoteness of Lake Las Vegas, to the rest of the Valley. It is a several mile  
7 drive from the parties' residence to the gate. For Jim to deny that his residence is not  
8 remote, or that the parties **both** enjoyed residing there is ludicrous.

9 (2) At page 2, Jim goes to great lengths misrepresenting and distorting the parties'  
10 schedules and operating schedules in an attempt to convince the court he has been as  
11 involved with the children as Minh has been. For instance, he could have truthfully  
12 pointed out that Minh only operates at 6:00 a.m. on two (2) Wednesdays per month.  
13 Other than those two days per month, Minh has office hours from 8:30 am to 3:30 pm,  
14 so she can drop the kids off to school in the morning and be available for them after  
15 school. Minh has always worked a short schedule, so that she can focus on the children.  
16 And the court need look no further than the Parties' Prenuptial Agreement to see how Jim  
17 contemplated Minh would take a more primary role when they were to have children. By  
18 contrast, Jim very recently changed his office hours to arrive home at 6:00 pm. Prior to  
19 the summer of 2018, Jim typically worked until 7:00 pm or 8:00 pm each evening, and  
20 then dictated operating notes after arriving at home. The idea that Jim cut his hours  
21 shorter to care for the children is complete fiction, until approximately September 2018,  
22 after consulting with counsel, we presume, Jim only recently started the shorter schedule,  
23 to prove he is as involved as Minh.

24 (3) On page 2, line 25, Jim claims that after the children were born, he stopped  
25 working weekends and stopped taking calls on the weekends. Jim did bring his charts  
26 home to dictate on weekends. Jim **never** worked weekends, and never took calls on the  
27 weekends, even before the children were born.

28 (4) On page 3, line 4, Jim claims that he gets the children ready for church. Minh

1 would got them ready and Jim would takes them. It was Minh who took the kids to their  
2 religion classes and waited for them in the car while Jim was working. In fact, Jim will  
3 not regularly take the children to any activities, except weekends on his boat. Jim  
4 discourages Minh from even enrolling the children in activities that requires travel on  
5 weekends because it is inconvenient for him, even on his days off! It is a literal joke to  
6 think he could manage these children on a primary basis, and provide them with a quality  
7 of life after Minh moves away.

8         These kids have only tutoring, Taekwondo, and swim lessons (on Minh's time  
9 only) at this time. Jim cannot do the swim lessons, so Minh schedules them on her time.  
10 Jim has already forgotten to take them to taekwondo and even convinced Hannah not to  
11 participate. Jim limits their activities, but they want to play musical instruments and take  
12 golf and tennis lessons.

13         Jim cannot transport them to anything because he works long hours and he clearly  
14 will not do it on weekends. Minh understands the burden of running a business full-time,  
15 while raising children. It does not work if both parents do it, and because her kids need  
16 help, and nannies and tutors cannot provide it all. Minh proposes to retire and be there  
17 for them 24-7. Minh is not selfishly moving and retiring to make Jim's life easier. She is  
18 retiring and moving to make the children's lives better. They will have a parent focused  
19 on them. They will have increased participation in activities, and will not need nannies.  
20 They will have Minh to help them with homework.

21         (5) On page 3, line 13, Jim makes another false statement regarding the nannies  
22 being from California. Only two of the seven nannies were from California. Nanny,  
23 Thuong Pham, was from overseas and Jim interviewed her via Facetime multiple times,  
24 even though Jim falsely claims that Minh took control of hiring all the parties' nannies.  
25 Thuong Pham was hired on a one-year contract because she relocated from overseas.  
26 Because this nanny could not be interviewed in person, the fact that this nanny could not  
27 drive was overlooked and the parties had to hire a driver in addition to the nanny.  
28 Another babysitter, Shawndee Alvarado, was hired to pick-up the children from school.

1 She quit because of the long drive out to Lake Las Vegas. One year, the parties went  
2 through six nannies. They would either quit to take jobs closer to town or were fired for  
3 incompetence. One nanny left the child in a hot car. One year, a nanny abducted Selena  
4 when she was two years old. They had to call the police and went searching for the baby.  
5 Because of all these horrific experiences with nannies, Minh decided that it is best for the  
6 children to give up her career and be a full-time mother. If the court allows the  
7 relocation, these children will not only benefit from a full-time stay home mom but also  
8 from the extensive family members that Minh has in Orange County.

9 (6) On page 3, line 22, Jim claims that one nanny quit because Minh snapped at  
10 her. This same nanny reached out to Minh a year later and checked in to see if she could  
11 work for the family again. Clearly she would not have reached out to Minh if she was  
12 upset about Minh snapping at her.

13 (7) On page 3, line 4 Jim discusses the children's lessons and classes, but fails to  
14 mention the problems the parties had regarding these lessons. Hannah does not like to put  
15 effort into anything. She requires a lot of motivation to finish homework, to study, and  
16 to finish projects. When Hannah loses interest, she whines and complains. Her siblings  
17 are the opposite. Hannah was taking piano lessons at the house. During the first two  
18 months of lessons, Hannah started losing interest. She did not want to put in the effort  
19 to practice (just like she did with taekwondo). She wanted to quit but Minh encouraged  
20 her to stay with it. Hannah started to like piano because she was improving and that the  
21 teacher spoke about her doing a recital in front of an audience. She was excited about that  
22 because she thought she would be making money doing so. A couple of weeks before the  
23 recital date, the teacher complained that it is too far for him to drive to Lake Las Vegas  
24 and he quit. So, with motivation, Hannah was willing and excited, so Minh searched for  
25 other piano teachers who would be willing to come to the house. Multiple times she  
26 found instructors, but after she told them where they live, they decline. Minh had friends  
27 who have teachers come to their house. She contacted them and they refused to come  
28 because of the distance.

1 Lake Las Vegas is predominantly an adult community of wealthy golfers and  
2 retirees. Hardly any children live there, so working professionals with children do not  
3 live in the Lake Las Vegas community. It is not like Summerlin or Green Valley where  
4 children and instructors are everywhere. Jim knows this, and how he denies it is baffling.  
5 The parties could not even bring the children to the community parties because children  
6 were not allowed, (children were not expected at the all you can eat and drink parties).  
7 It is simply not a kid friendly place to live. And Jim's house in particular, has a huge  
8 pool with the fall away perimeter that seems to flow into the Lake. It is not a child  
9 friendly yard. In fact the Coyote story was told to the children by **both** parents to scare  
10 the children from wandering into the yard without supervision. Jim twisted this story to  
11 suit his needs.

12 (8) On page 4, line 12, Jim pleads his case that Lake Las Vegas is not a remote  
13 location. In his statement, Jim states that he wakes the children every day at 6:30. The  
14 children wake up at 6:00 am each morning, not 6:30 am. Minh would wake the children  
15 while Jim got himself ready. Now that Minh has moved out of the marital residence, Jim  
16 tells the children to wake up at 6:30 am, to prove a point, with no regard to the rush it  
17 puts the children in, to get ready for school. The oldest children like to get to school  
18 early to do board work that helps them during class. If they are not early, then they will  
19 miss board work.

20 With regard to Jim's statements about Matthew's *karate class*, he takes Taekwondo  
21 lessons. Jim does not know the difference, which is further evidence of his lack  
22 involvement or interest. Since Jim has had the children by himself, he has repeatedly  
23 forgotten or was unable to take Matthew to his lessons, despite Minh's reminders and text  
24 messages. Jim would respond to Minh's reminders are "I do not need you to tell me what  
25 to do." And then Matthew misses another class. Jim can't remember what type of lesson  
26 Matthew is taking, much less remember to take Matthew to the class. Jim continuously  
27 told Minh **not** to sign Matthew up for any competition or for any sports that would  
28 require **any** traveling.

1 (9) On page 5, line 15, Jim claims that he would be responsible for “the dirty  
2 chores” the cleaning of the car seats when one of the children had an accident. In fact, Jim  
3 was only responsible for removing and remounting the car seat. Minh cleaned and  
4 washed the cushions.

5 (10) On page 5, lines 17 - 24, Jim states that he was responsible if the children  
6 would wake up in the middle of the night. Jim failed to mention that Minh breast fed all  
7 three children. Because of the prenup, Minh knew she could not rely on Jim financially.  
8 Even after painful C-section deliveries, she had to return to work after just two weeks.  
9 She had to go to work during the day and wake up during the nights every two hours to  
10 feed babies and change diapers. Jim insisted that babies would bond with the mother  
11 better if she would be the one feeding, instead of him giving the babies bottles. Minh did  
12 not mind having to wake up every two hours to take care of her babies, so they would  
13 bond with her, and also, so her husband would have a good night rest.

14 (11) On page 6, line 2, Jim discusses that Minh told him that he would work with  
15 Hannah on her school work and Minh would work with Matthew on his school work.  
16 Again Jim failed to tell the complete story. Because Jim is so dedicated to his work he  
17 would not come home until almost the kids' bedtime. For years, Minh begged him to  
18 shorten his days so he can spend more time with the kids. But Jim always stated: "I am  
19 not a dentist. I am a hand surgeon. I have to be available for my patients to maintain my  
20 practice. I can't just take off like you do." In an effort to get Jim home sooner, Minh  
21 asked Jim to **help** her with Hannah's homework, especially with big projects like science  
22 projects and book reports. Jim never took over “all” of Hannah’s work At that point Jim  
23 did step up and help more, but only when it was convenient for him, and his efforts  
24 created many problems with Hannah, who often stormed away from her father crying  
25 after he screamed at her. It is Jim who is impatient, not Minh! Jim did not shorten his  
26 days to help, and refuses to work with the children during his precious weekends. So  
27 Minh still has to pick up the pieces to get Hannah’s homework and projects done  
28 correctly. Jim would help when he gets home between 7-8 pm.



1 Most nights Jim would say hello to the kids and go to the bedroom to do his  
2 dictations, while Minh prepared four different meals, as the kids and Jim are very  
3 particular with what they are willing to eat. Minh would do homework with the children  
4 and carry Selena while she was making dinner.

5 When Jim did help Hannah with her homework, in the master bedroom with doors  
6 closed, Minh could hear Jim screaming and screaming at Hannah and periodically  
7 Hannah would run out of the room and run to hug Minh. She would beg Minh to work  
8 with her instead. Hannah refused to be taught by Jim because of his techniques. She said  
9 he confuses her and he “doesn't know how to do it especially the math homework”. Jim’s  
10 statements that Minh was impatient or doesn’t have the temperament to work with  
11 Hannah is the pot calling the kettle black.

12 (12) On page 6, line 12, Jim discusses what he describes as Minh’s lack of patience  
13 and accusations of corporal punishment. Teachers are the most patient people on earth  
14 with children. If there is a second profession that displays patience, it would be a  
15 children's dentist. Minh is a very successful children's dentist. It is because she is  
16 extremely patient and she loves children. For Jim to accuse Minh of not having patience  
17 is absurd. It is Jim who doesn't know how to manage his kids and most times they would  
18 cry, run away from him, and into Minh's arms. That has been happening more toward the  
19 end, right before Minh moved out. The children running to Minh’s arms would make Jim  
20 furious with Minh. At one point Jim wanted to start a physical fight with Minh. He was  
21 in Minh's face and followed her around the kitchen even after she had asked him to give  
22 her some space. She was afraid of him, so she started walking away from him, but he  
23 continued to follow her around the house. He pushed her and she raised her voice asking  
24 him to stop. At that point he was afraid the nanny would hear him and started backing  
25 off.

26 The only time Minh pulled Hannah's hair was when they were playing with  
27 Hannah’s pony tail. Minh teased her saying that's what pony tails are for, and Hannah  
28 laughed. Coyotes were known to wander into the backyard. Because of the water danger

1 of the massive pool and lake exposure, the **both** parties would scared the children about  
2 coyotes so they would not go into the backyard by themselves and fall into the water.  
3 Minh does not slap their faces. She gives them time outs, primarily. She pulled on  
4 Hannah's ear once when she was abusive to Matthew, and was ignoring Minh's  
5 comments to "stop it." Once, Hannah intentionally slammed the door onto Matthew's  
6 finger. Minh wanted Hannah to know that it was not ok, and not to ever do something  
7 like that again. Minh simply asked Hannah "how would you feel if I slammed the door  
8 on your finger?"

9 Minh has never been abusive, nor has she ever accused of such by Jim, before  
10 reading it in Jim's pleadings. Jim has never mentioned that he was uncomfortable or  
11 disagreed with Minh's parenting or discipline methods. If he really felt she was abusive,  
12 it was incumbent upon him to stop it. The parties have always mutually agreed how the  
13 parties raised and punished the children. These comments are evidence that Jim is  
14 grasping at straws and distorting innocent actions to make Minh appear abusive,  
15 impatient and hurtful.

16 (13) On page 7, line 7, Jim accuses Minh of threatening to move without his  
17 consent. He recalled her stating he would need, "to do something legal" to prevent her  
18 move." Minh always felt she had permission to move, as Jim agreed the plan was they  
19 were all moving. By then (July 16, 2017, according to Jim) the parties had modified the  
20 plan so that Jim would still work part time in Las Vegas and commute three or four days  
21 per week until he could fully retire. This was after he asked for a five year extension on  
22 their move date. Then, after they had spent all the time and money to search for houses;  
23 after she had spent 2.5M to buy the house ; after the kids were excited to move; and they  
24 were excited to be close to their cousins and relatives, the new school, not having to wake  
25 up so early, and just walk or bike to school, Jim decided that he was not moving. After  
26 they attended counseling, Jim simply announced he changed his mind and strong armed  
27 Minh and said for the first time, "I am not moving and you are not allowed to take the  
28 kids either". Minh felt helpless and bullied by her husband, so she told him that she will

1 use the law to help her.

2 (14) On page 7, line 16, Jim repeats a statement of Minh's, "I have come to the  
3 conclusion that you do not care about me and I am ok with that. What I have to do is take  
4 care of myself. So what I am going to do is I am going to sell my practice and I am  
5 moving to California. You can come when you are ready. I do not know if you will ever  
6 be ready." At the time, Minh felt helpless because Jim now revealed he was concerned  
7 only with himself. She made the statement out of anger after learning that Jim was  
8 comfortable with Minh loaning him \$1.7 million, using her margin account, to get him  
9 out of a lawsuit, which alleged he committed fraud, to save his practice. Jim revealed the  
10 settlement would leave her in the lawsuit, as a defendant even though Jim was able to buy  
11 his way out of the lawsuit with Minh's money. The case was exclusively about Jim's  
12 property and Jim's actions. Minh simply expressed how she felt. This statement is taken  
13 out of context. After Minh saved Jim from losing his practice, he told Minh that he will  
14 get himself out of the lawsuit first, and worry about her "later", on advice of his counsel.  
15 That is why Minh made that statement. It had nothing to do with the long, untrue  
16 statement about anesthesiologists in the foot note on page 7, as that incident happened six  
17 years ago. The two incidents were four years apart.

18 (15) On page 8, line 10, Jim states that he was attempting to sell his office building  
19 and profit \$5,000,000.00. He had an office building worth \$1.5 million. He and a realtor  
20 obtained a loan against it for \$5,000,000, and were sued as a result. Minh was never  
21 using Jim's money to buy a house in California. Minh was purchasing a house, and  
22 offered, consistent with the prenup, that Jim could have an interest if he bought into it.  
23 Jim never offered to use his money. He states that Minh excitedly suggested that the  
24 parties purchase a "beach vacation home in California" and that the parties looked at  
25 beach homes in California. It was never to be a mere vacation home but their primary  
26 home. The truth is that Minh never knew Jim intended to sell his building, She never  
27 relied on his money. They decided soon after their first child was born that they would  
28 one day move to California. They looked for houses together. Most of the properties they

1 looked at were not beachfront homes, but were within minutes of the beach. What was  
2 clear to Minh until April or May of 2018, was that Jim agreed they were moving and that  
3 the children would attend school in Orange County near their family. This is all verifiable  
4 by therapists, witnesses, and the children themselves, if necessary.

5 (16) On page 9, line 3, Jim discusses his financial set backs and how they are  
6 keeping him from retiring. Minh has told Jim (and so did an investment advisor they  
7 consulted) that with what both of them have saved, it would be enough for them to retire  
8 and raise a family, and that Jim does not have to work any more either.

9 FIVE MORE YEARS.....

10 Jim never stated “give me five more years and I will re-evaluate my finances”.  
11 Jim only said give me five more years. When he said, “I am not moving” Minh asked  
12 why did you tell me, “Give me five years.” At that point Jim said, “I told you to give me  
13 five years. I didn't say I will move in five years.”

14 During a therapy session in April **2018**, the therapist asked Jim, “What did you  
15 mean when you said that?” Jim said, “I only said it to appease her.” In April 2019, it  
16 would be five years. Starting in 2015 the parties started looking for homes. Most of the  
17 times they drove there. A few of times they flew there just for the purpose of looking for  
18 houses. Multiple times the children were involved, and came to inspect the houses with  
19 them. The children got really excited.

20 In 2017, Minh bought a house. Minh’s friend is the realtor's wife, who can testify  
21 as to all the time and effort spent to look for houses, because she accompanied the parties  
22 to most or all of those properties.

23 (17) On page 9, line 10, Jim states that the parties were discussing the purchase of  
24 a houses less and less. This statement is simply not true. The parties took the children and  
25 Minh’s California family with them to look at houses. The children played in the house  
26 that the parties viewed. Everyone was excited about the move. Everyone, except Jim,  
27 who may have been intentionally deceiving or “appeasing Minh.” Whatever his excuse,  
28 Minh relied to her detriment on Jim’s promises.

1 (18) On page 9, line 18, Jim states that Minh purchased the new home, and made  
2 all of the decisions regarding the flooring, paint, exterior appearance and lot choice. That  
3 is another half truth. There was no decision on flooring, paint, and exterior appearance  
4 or lot size because those features were already pre-selected. Minh bought the house at  
5 a discounted rate because the previous buyer had made those decisions and then backed  
6 out of the purchase. But Jim knew the community, knew the schools, knew the purchase  
7 was happening, knew the size and dimensions of the home, looked at the pictures, and  
8 could have driven or flown to see the property. He never objected. He never complained.  
9 After it was purchased he traveled there regularly with Minh and the children. He never  
10 said "I am not moving" until April 2018. Then they went to therapy and decided to try  
11 the commuting option.

12 (19) On page 10, line 13, Jim discuss a conversation with the therapist, who asked  
13 Minh if she considered that a court could prevent her from taking the children to  
14 California and that Minh told the therapist that she was moving regardless. Again, Jim  
15 is not being truthful. During the session, Minh never said that she would take the kids  
16 without Jim. They discussed that they would try to make this work. Even though Jim  
17 made the statement to the therapist that it would be "too inconvenient for him to travel  
18 to see the family during the weekends." Because the move was not planned until May  
19 2019, the therapist said that we would have time to try it out for a year. Jim agreed to try  
20 out what the therapist and Minh proposed. That Jim shorten his work week and travel on  
21 the weekends to see the family. If it was impossible and too draining, then the parties  
22 would revisit the topic. Minh departed the session happy that Jim would try. Two weeks  
23 later, she reminded Jim of the plan and he said, "Trying is doing it for two weeks! I am  
24 not doing it for longer than that!" Jim did not even try it for two weeks. Jim had no  
25 intention of trying. He again, had lied to Minh and now also to the therapist. They never  
26 went back to therapy.

27 (20) On page 11, line 1, Jim states that his children are his priority. In a therapy  
28 session Jim made a statement that he wanted his wife to share his life with him, and that

1 his life is here in Vegas. He stated his career here in Vegas, his house on the water, the  
2 lake and the boats. He did not include his life was “his wife and kids.” He only defined  
3 his life as all his material items that he loves so much.

4 (21) On page 11, line 11, Jim states that the parties did not participate in activities  
5 that Minh did not enjoy. Minh did everything for Jim. For Jim to state that Minh only  
6 participated in activities that Minh did enjoy is false. The parties went on vacations where  
7 Jim wants to go. Jim loves the water and watersports. They went on multiple vacations  
8 to Hawaii just so Jim can windsurf with his brother while she stayed in the condo and  
9 cooked for them. They went on trips to Greece for their honeymoon, for Jim to go scuba  
10 diving and windsurfing. The parties vacationed in multiple countries just so Jim could  
11 scuba dive while Minh stayed at the hotel, waiting for him. They went to the Philippines  
12 and part of the trip was for Jim to windsurf. He takes pride in counting how many  
13 countries they have gone to, so that Jim could windsurf.

14 Minh does not know how to swim, and does not enjoy getting into the water, but  
15 nearly all vacations they took were on the water and involve water sports. Even though  
16 they were on vacation together, Jim wanted to do what Jim loves, with or without Minh.  
17 Minh made the sacrifice and did what Jim wanted to do. Before having kids, Minh spent  
18 the weekends in the summer with Jim at Lake Mead because Jim enjoys waterskiing and  
19 wakeboarding. Minh would be out there to drive the boat for Jim while he waterskied.  
20 It was not something Minh enjoyed doing, but she did it to make him happy because  
21 that's what he determined they would do on their weekends.

22 But after having kids, Minh felt that it was unsafe for the children to be out on the  
23 lake. Jim would have Minh drive the boat and take care of the children while he  
24 waterskied behind the boat. Minh felt that she could not safely drive the boat, hold  
25 Selena and take care of the other two children, so she expressed her concerns with Jim.  
26 He started taking the kids to the lake without Minh, even after Minh expressed her  
27 concerns about the safety issues. Jim's brother in law, Tommy recently informed Minh  
28 that Jim bragged to Tommy that he would let the kids drive the boat while he skied, when

1 Minh is not there. Jim does what he wants, even if directly contrary to Minh's wishes,  
2 and even if it sacrifices safety issues.

3 (22) On page 11, line 16, Jim states that Minh claims that she continued working  
4 in Las Vegas for the sole purpose of saving money to purchase a home in California. He  
5 claims this is the first time that he learned of this information. This claim is false. The  
6 parties have a prenuptial agreement. Minh has paid even more than her share of the  
7 expenses and contribution, on kids extracurricular activities, private tutoring, vacations,  
8 dining out, and 529 kids college plan. Jim refused to contribute to kids' college fund.  
9 After two years of Minh and her family helping contribute, and after Minh continuously  
10 asking him to put into his share, he put in 25% of the total amount, when he was  
11 supposed to contribute 75%.<sup>1</sup>

12 (23) On page 11, lines 21 to 26, Jim makes one of his most egregiously false  
13 claims, that he offered to Minh that she could be a stay at home Mom, and he would  
14 assume the parties financial responsibilities. First, Jim separated his money and forced  
15 her to sign the prenuptial agreement weeks before their wedding. Second, Minh had to  
16 loan Jim \$1,700,00.00 to bail Jim out of a lawsuit. How would Jim be able to support  
17 Minh if he had to borrow \$1,700,00.00 from Minh? He never made that offer.

18 (24) On page 12, line 7, Jim made a statement comparing the remote Lake Las  
19 Vegas location to California's notoriously bad traffic. Irvine is centrally located and the  
20 school is near the new house, so traffic is not an issue. The parties will not have a daily  
21 commute to work, to school, or anywhere else. Now consider the commute this family  
22 will have from Lake Las Vegas to a top private high school. Those schools are nearly all

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23  
24 <sup>1</sup>  
25 The prenup states that once the parties have children, because Minh would play more of a  
26 primary role with the children and reduce her work hours, that Jim would then pay 75% of the  
27 family expenses. Minh ended up paying a whole lot more. She is not, and does not deserve to  
28 be called selfish. She paid more then expected. She saved his business by loaning him \$1.7  
million. Now he makes her pay thousands in fees to secure a plan they made together, after he  
stood silent while she bought a \$2.5 million home (that he would live in without paying a dime  
according to the PMA) to fulfill the plan. Who is the selfish one?

1 in Summerlin, a full hour drive in traffic from Lake Las Vegas!

2 (25) On page 12, line 10, states that the location of the Lake Las Vegas residence  
3 has not caused any significant inconvenience for the children. Jim either does not notice  
4 the inconvenience to the children, or does not care because he generally does not have to  
5 deal with it. The children arise at 6:00 am and complaining constantly about having to  
6 wake up so early every day.

7 (26) On page, 12, line 15, Jim mistakenly states that Minh's reasons for relocating  
8 are to benefit her, not the children, after outlining Minh's complaints of isolation,  
9 loneliness and helplessness. The children already complained of boredom because they  
10 don't get to do much or be with their aunts, uncles, grandparents and cousins. They tell  
11 Minh every weekend that they are in Irvine, that they don't want to go back to Las Vegas.  
12 They always hate the drive back to Vegas and always beg Minh to keep them in Irvine.  
13 Selena has been telling both Minh and Jim that she "only wants to be with mommy".  
14 When it's time for Minh to hand Selena over to Jim, Selena would grab Minh's neck and  
15 wrap her legs around Minh's waist and would not let go. Jim would have to literally peel  
16 Selena off of Minh. The children will feel exactly as Minh feels if Jim's plan is followed,  
17 where Minh lives in California while the children reside with him here. The children and  
18 Minh are absolutely bored in Lake Las Vegas. They have no friends or family to play  
19 with. They have no school friends in their neighborhood like they will in Irvine. They  
20 will not have aunts, uncles, cousins and grandparents to play with and care for them.  
21 Here they are restricted to an area of town where they have to commute to everything,  
22 and where piano and other instructors will not travel. They will not have extracurricular  
23 activities on Jim's watch, because he cannot manage even their homework and school  
24 projects because of his work hours. Nannies will have to be employed by Jim, while  
25 Minh will not need hired help.

26 With Minh in California, the children will have every benefit of family and  
27 community available. They will play golf, tennis, and learn to surf. They can take music  
28 lessons and participate in anything they can handle with their school schedule. They will



1 not be commuting far to do it. They will have neighborhood friends and school friends  
2 to play with, as well as their cousins. And they will be able to play in their own, safe yard,  
3 and on school grounds before and after school with their friends. They have their mother  
4 to care for them every day. How can Jim argue the entire move is only to suit Minh's  
5 benefit and not the children's? Has Jim ever asked them where they want to live? Has  
6 he listened to them talk about how excited they are to live in Irvine? They have expressed  
7 that excitement right in front of him on numerous occasions.

8 (27) On page, 12, line 21, Jim fails to tell the whole story when discussing Minh's  
9 vacations without him. Jim and Minh took turns traveling with their families and the  
10 other spouse would take care of the children. Jim would travel with his brother, Ed, once  
11 a year for many years to ski in Venezuela, and Minh would stay home and take care of  
12 the kids. When Jim took care of the kids while Minh was traveling with her sister, Minh  
13 would arrange for nannies to be at the house to take care of the kids. Jim even worked  
14 full-time while Minh was on vacation!

15 (28) On page 13, line 3, Jim tells only part of the story regarding the youngest  
16 child, Selena, alone in the yard, near the water, while under his supervision. Jim assures  
17 the Court that the event did not happen. Hannah can testify to the facts of the event. Jim  
18 was not aware that Selena had followed Hannah into the backyard. When Hannah went  
19 back into the house, she left Selena outside and locked the door. Minh opened the door  
20 for Selena and informed Jim that Selena has been outside by herself. Jim got upset and  
21 asked, " Who let her out?" This was Jim's time to spend with the kids. Since this was his  
22 time with the kids, Minh stayed in Selena's bedroom and would only leave the room for  
23 meals and doing paper work. Jim should have known about the whereabouts of the  
24 children, under his watch.

25 (29) On page 13, line 5, Jim assures the court that he ensures that all the children  
26 practice good hygiene while under his supervision. Hannah has sent text to Minh stating  
27 that she did not bath for four days while in Jim's care. Jim will pick the children up on  
28 Friday and they would not bath until Monday, under Jim's supervision. The youngest

1 child has had a bottom rash while in Jim's exclusive care. Minh took a photograph of the  
2 bottom rash.

3 (30) On page 13, line 15, Jim states that Minh turned the nanny against him. Jim  
4 is not telling the truth. The nanny stated she never planned on working for him, and she  
5 never told him she would work for him. It is Jim's inability to communicate that lead him  
6 to that belief. Then nanny did not want to confront him, because she didn't want to ruin  
7 his ski trip with the children. Minh, on her counsel's advice, told the nanny to inform Jim  
8 as soon as possible. She is a single woman and did not feel comfortable sleeping in the  
9 same house with a single man. She also did not want to commute back and forth because  
10 she is an older woman and the drive was too much for her.

11 (31) On page 14, line 4, Jim blames Minh for Selena's constipation. Again, Jim is  
12 telling only part of the story. Selena always had constipation issues because she only likes  
13 to eat cheese. When she is with Minh, Minh makes sure she goes to the bathroom every  
14 day. Minh makes fresh squeezed orange juices when they are with her to help with their  
15 digestion since the children do not like vegetables. Minh also packs orange juice for the  
16 children to take over to Jim's house, since Jim would never have orange juice for them.  
17 Jim just wants to make his life easy and give the kids whatever they want. He mainly  
18 feeds Selena mac & cheese. Jim admits the constipation issue may not be entirely Minh's  
19 fault.

20 (32) On page 14, line 13, Jim claims that Minh can expose the children to  
21 Vietnamese culture here in Las Vegas. He states there is a Vietnamese Catholic Church  
22 here where she can take the children. Apparently he is trying to force his religion on  
23 Minh, who is Buddhist. Minh visited this church and sat in their orientation. It was a joke.  
24 They spent over 45 minutes just to discuss the name of the class. Minh does not believe  
25 that exposing the children for 1-2 hours a week or every other week is adequate for  
26 exposing them to their culture. Jim continues to minimize the importance of exposing  
27 the children to their own culture.

28 (33) On page 14, line 18 to 24, Jim argues that if he is granted primary custody, he

1 would award reasonable and sufficient visitation with the children. Minh's plan regarding  
2 retirement is to take care of her children, not to vacation with her family. It is better for  
3 the children to be cared by their own mother 100% of the time, and not by nannies. And  
4 when Minh needs help, the family will help her.

5 (34) On page 16, line 8, Jim incorrectly states that the only reason Minh wants to  
6 move to California is to fulfill her lifelong dream of living near the beach. The Irvine  
7 house is 30 minutes away to the ocean. Jim is the one who wants to live on the water, so  
8 they searched for houses on the water. Minh does not know how to swim and could care  
9 less about being near the beach, with the exception that the weather is much more  
10 pleasant, year round.

11 (35) On page 16, line 10, Jim states that Minh would be preventing the children  
12 from being raised by both parents, by the move, and that she has invented a number of  
13 reasons why the relocation is sensible and in good faith. The children want to be raised  
14 in Irvine. They are happy there and have asked both Jim and Minh why they haven't  
15 moved to Irvine yet. They expressed to both parents that they are happier in Irvine  
16 because of all the aunts, uncles and cousins. Jim has caused this entire family separation  
17 issue by changing the entire family plan, selfishly, to keep practicing and to live on his  
18 precious lake.

19 (36) On page 16, line 15, Jim complains that there was no supporting data in Minh  
20 Motion to support the claim that Irvine is ranked as the safest city in which to live, by the  
21 FBI. We have attached **Exhibit "A"** to support her claim.

22 <https://www.cityofirvine.org/accolades/2019-2018-awards>

23 (37) On page 16, line 22, Jim states that Minh's relocation removes one of the two  
24 most important family members from the children's lives. Minh will argue that it was Jim  
25 that is removing one of the two most important family members from the children's lives  
26 by changing his mind and refusing to move after years of making plans. But, when  
27 reviewed in total, all Jim has is that rhetorical argument found in every single relocation  
28 opposition pleading. The moving parent is always accused of tearing the family apart.

1 That argument is simply not part of the analysis, per statute. Minh is clearly moving in  
2 good faith and she has established actual concrete benefits, most of which are ignored in  
3 Jim's pleading.

4 (38) On page 17, line 3, Jim states that he has family moving to Las Vegas that are  
5 able to assist in caring for the children when necessary. Jim strays far from the truth on  
6 this statement. Jim's brother, Ed, is retiring because of his medical condition. Ed is in the  
7 process of filing for disability. His wife, Mel, will try to find work, to help make ends  
8 meet. Their reason to move here is because of Ed's inability to continue to work and that  
9 they can no longer afford to live in San Francisco. They have no intention of help out  
10 with raising the children. They bought a home in Summerlin, an hour drive from Lake  
11 Las Vegas. Ed cannot help assist in taking care of the kids because of his disability. Mel  
12 broke her leg a couple of years ago skiing and is still suffering from it. She cannot stand  
13 or walk long distance or for a long period of time. For Jim to state that they will help,  
14 "assist in caring for the children when necessary" is absurd. Ed was never close to their  
15 children. Jim also had complained to Minh regarding how selfish and unwilling Ed was  
16 to help because at one point during a visit to their parents, Jim asked Ed to pick Jim and  
17 Matthew up from the airport and Ed refused, telling Jim to take public transportation  
18 instead. They have never taken care of these children by themselves.

19 (39) On page 17, line 14 to 23, Jim raises questions regarding the children's 529  
20 Plans, stating that Minh manipulated the facts. Jim's manipulation of the facts are  
21 monumental and grossly untrue. He falsely states that Minh overpaid her sister, Hieu, on  
22 her company payroll and the sister then repaid the overpayments by contributing to the  
23 children's 529 Plans. Minh can produce copies of pay checks. Hieu worked for over five  
24 years, over 60 hour weeks and was on salary. She worked from 7:00 am to 7:30 pm  
25 everyday and sometimes on weekends from home. She had a college degree with two  
26 majors. Hieu was fairly compensated for the hours, expertise, and the work she put in.  
27 She lived with the family the whole time. She worked at Minh's office during the day and  
28 helped take care of the kids after work. She treats the children as her own and was

1 benevolent to them. How ungrateful can Jim really be? Hieu was not the only family  
2 member who contributed to the 539 Plan. Minh's other siblings contributed and they  
3 were never employed by Minh.

4 (40) On page 18, line 1, Jim make claim that Minh's other siblings in California  
5 can handle the care of the aging parents. Jim is aware that the other siblings have health  
6 issues and fails to mention them in his argument. Minh's oldest sister, Duc, has cancer  
7 and is struggling to survive. Minh's second oldest sister, Tam, is partially disabled. She  
8 has pain on her hand and arm and was diagnosed previously by Jim about four years ago.  
9 It has limited her from working full time. She is now under the care of neurologist  
10 doctors and gastroenterologist for her unknown abdominal pains and pounding  
11 headaches. She has missed work because of her illness. Minh is next in line. The rest of  
12 the siblings are at a start of their careers. They do not own their own businesses. They  
13 cannot take off to attend to their parents' medical and health demands. Even though two  
14 of Minh's siblings live with their parents, they can only help take care of them at night.  
15 Minh's brother takes evenings and night classes to advance in his career.

16 On page 18, line 4 to 14, Jim states that, "More often that not" he would care for  
17 Minh's parents. Minh does not dispute this fact. Jim went to her parents' appointments  
18 a couple of times, while she took care of the kids. Because of Jim's medical knowledge  
19 she asked him to go with her parents. Minh's family and Jim have a very good  
20 relationship and they love him. They help Jim whenever they can. He was very close to  
21 Minh's family and at times closer to her family than his own. Jim asks Minh's family for  
22 help with him and with the kids instead of asking his own family.

23 (41) On page 18, Line 17 to 26, Jim states his claim that granting Jim primary is  
24 in the children's best interest. Jim believes that Minh could travel back and forth from  
25 California every other week, as she would be retired. Jim would still be working full time.  
26 Jim's position that a parent working full time would be a better choice to be the primary  
27 custodian of the children, rather than their retired Mother that can care for the children  
28 full time, is near-sighted, at best. Minh is retiring to be a full-time Mom and the children

1 would have her full attention. The idea that Minh will retire and stay here and watch her  
2 children continue to suffer living and being educated in an inferior environment, with  
3 substantially limited opportunities, is absurd. The plan only works if the children can go  
4 to school in Irvine. Minh will sacrifice again, to provide transportation and adequate  
5 contact for Jim, including allowing him his own room in her home in Irvine! Jim is an  
6 established and successful hand surgeon. If he cannot manage his practice to work less  
7 after all of these years, he has no business asking for primary physical custody.

8 (42) On page 19, Jim references NRS 125C.001 regarding the children having a  
9 continued relationship with both parents after the marriage has ended. Stating that the  
10 children are not of sufficient age to form an intelligent preference as to their custody. Jim  
11 is aware of the children's preference. Their preference is to live near their cousins,  
12 grandparents, aunts and uncles. Jim's claim regarding NRS 125C.0035(4)(c) that he  
13 would be the parent who is more likely to allow the children to have frequent association  
14 with the noncustodial parent, is inaccurate. Jim will still be working full-time. He will  
15 be working when the children get out of school. His position fails to mention that he will  
16 not be a full-time parent. Jim is too busy and too disorganized to be the primary parent  
17 in these children's busy lives.

18 (42) On page 20, lines 6 to 12, Jim exaggerates Minh's animosity towards Jim,  
19 stating that Minh yelled at Jim in front of the children. Minh never calls Jim names. She  
20 got mad at Jim once in front of the kids because he wouldn't allow her to take her  
21 personal belongings when she was moving out. She had packed her personal belongings  
22 for two weeks and left them in the garage. Jim told Minh that he was going to go over  
23 everything she takes out of the house. Jim was too busy with work, and as always, did  
24 not go over the boxes until the night before. When Minh saw that he took her personal  
25 belongings, like her own shoes, Minh got really upset. Jim took out his phone to record  
26 Minh. Minh told him to go ahead because she wanted everyone to know that he wouldn't  
27 let her take her own shoes. As Jim was recording Minh, she started pointed out all the  
28 personal belongings that he wasn't allowing her to take, so Jim stopped recording her.

1 Jim noticed that the children were more and more attached to Minh, because of Jim's  
2 animosity. He then became more and more mean towards the children.

3 It is Jim who has become more aggressive. Jim followed Minh around the house,  
4 getting right in her face, and at one point pushed Minh. Multiple times Minh cried out  
5 for help and at that point Jim would calm down. Minh had to resort to videotaping him  
6 whenever he came close to her. When Jim found out she was recording him, he snatched  
7 the phone away from her and told her that he did not want a videographer in his house  
8 and said, "I want you out of here tomorrow. Do you hear me!" Jim has been the party who  
9 is being more aggressive towards Minh. Jim has taunted, provoked, and harassed Minh  
10 while she was still in the house. Jim placed "X" on moving boxes without even looking  
11 in the boxes, on the night before movers were to come by to pick up Minh's stuffs. Minh  
12 even encouraged Jim to record the absurdity, and then he would put his phone away.

13 (44) On page 20, line 11, Jim states his opinion that Minh is frustrated that Jim is  
14 not succumbing to her demands. This claim is a fabricated lie and is unsupported by  
15 evidence.

16 (45) On page 20, line 20, Jim's claim that he was forced to watch Selena at his  
17 office because Minh was late for a custodial exchange is not true. The real story is  
18 completely different. Jim's had asked Minh to take care of Selena for him on a day he was  
19 scheduled to have custody of the children. He asked Minh to meet him at the children's  
20 school to pick up Selena and then he changed his plans and he drove to his office instead,  
21 so he could see his patients sooner. Again, Jim's career is more important than watching  
22 his children. Jim continues to expect Minh and everyone else to surrender to the "busy  
23 hand surgeon." Well this family is sick and tired of tailoring and sacrificing everything  
24 to meet Jim's exclusive life plan, as it leaves no room for the priorities of anyone but Jim.  
25 That is not how to run a household with three children.

26 (46) On page 20, Line 22, Jim states that once the parties are through this stressful  
27 current situation, the parties can cooperate to meet the children's needs. This claim  
28 contradicts his allegations that he has made throughout his pleading.

1 (47) On page 20, line 26 - 27, Jim makes a claim that Minh has exhibited signs of  
2 a narcissistic personality disorder. Jim is a hand surgeon, not a psychiatrist. He is not  
3 licensed to make such a diagnoses.

4 Minh has concerns of her own regarding Jim's mental health. Minh is concerned  
5 about Jim's alcohol consumption. She is not sure that Jim is an alcoholic, but he has been  
6 drinking more frequently and with larger quantities. Jim went as far as to hide his alcohol  
7 by placing them in water bottles, causing the children to accidentally drink out of them.  
8 Jim is showing signs of dementia, as he has become more forgetful. This is not occasional  
9 hiccup. He forgot Hannah and Selena's lunches and Matthew's taekwondo's gear.  
10 Multiple times he would forget to put shoes on Selena when taking her to school or to  
11 activities or to drop her off to Minh. Minh would have to go to the store to buy Selena  
12 shoes after Jim delivers Selena to Minh. Previously, when Selena was two and in  
13 daycare, when Jim would drop off Selena to daycare and has on multiple occasions, he  
14 would forget to put on shoes for her and would have to stop by a store to buy shoes for  
15 her.

16 One year when Minh and Jim went out for a Halloween Party. They were dressed  
17 in costumes. After they arrived, Jim realized he did not wear shoes! He told Minh that  
18 he thought Minh was bringing him his shoes. Minh asked why he would think that and  
19 he had no answer. Minh didn't know if it was because he has been drinking, or just his  
20 normal memory loss. Further, Jim is the one who has been treated for mental disorder.  
21 He has suffered with depression due to multiple lawsuits, and his involvement with a con  
22 artist. He had to take prescription drugs to help with his depression due to the threat of  
23 losing his money, and his building and practice. This went on for two years.

24 (48) On page 21, line 16, Jim recalls the extracurricular activities of his children,  
25 to include swimming, karate, and dance. Minh would like to point out that the children  
26 only participate in swimming, and only when they are with her. Matthew is the only  
27 child in Taekwondo, not karate and none of the children are in dance class. This shows  
28 that Jim does not know the activities of his children.



1 (49) On page 21, lines 20 to 23, Jim states that he is concerned as to whether the  
2 children's physical, developmental and emotional needs will be met with Minh in  
3 California. This argument is ridiculous.

4 Minh is the parent that signs them up for the activities. Jim does not want to sign  
5 them up for anything except church because he would be inconvenienced. Minh signed  
6 up the kids for swimming because of the exposure to the water at the house and she was  
7 afraid that the kids would drown. Due to the increasing violence in schools, Minh wanted  
8 the kids to be able to defend themselves, so she signed them up for Taekwondo. Hannah  
9 wanted to play piano and Minh signed her up. Matthew wanted to learn to play golf, so  
10 Minh signed him up for it. Matthew loves golf but is not able to play often because of the  
11 hot weather in Las Vegas. Minh is now taking golf lessons with Matthew when they are  
12 in Orange County. Minh is also taking tennis lessons with Hannah and Matthew when  
13 they are in Orange County. Both Hannah and Matthew are excited about their classes and  
14 look forward to the classes.

15 (50) On page 21, line 24 Jim states his concern for Hannah, because, he states, Minh  
16 becomes easily frustrated with her. Minh would like to point out that it is Jim who Hannah  
17 runs away from, since Jim does not know how to respond to Hannah's emotional needs.  
18 Multiple times Hannah has run to Minh crying, saying she doesn't want to be taught by  
19 Jim, and then Minh would have to take over. Jim's impatience with Hannah shows when  
20 he was asked to with Hannah's book report. The night before the report was due, Jim had  
21 made very little effort to help Hannah. Then he got frustrated and left Hannah by herself,  
22 and went outside to play with his boat. Minh noticed Hannah sitting by herself at the  
23 computer, with very little done, and crying. Minh asked Jim why he stopped helping  
24 Hannah and he said, "She doesn't want to do it, so I am not going to make her." Minh was  
25 in shock, because Jim was willing to let Hannah not finish her final report. Minh sat down  
26 with Hannah and comforted her. Minh helped her with the report. Minh took the report  
27 that Jim did with Hannah and the report that Minh did with Hannah and asked her teacher,  
28 Mrs. Waggoner to grade both. Minh wanted to teach Hannah what happens if she doesn't

1 put effort into her work. With Jim's help on Hannah's work, she would have gotten 68.5%  
2 in literature and 77% in composition as graded by Mrs. Waggoner. With more effort, and  
3 Minh's help Hannah was able to get 85% on literature and 90% in composition on that  
4 book report. If the court allows Jim primary custody, this is the kind of grades Hannah  
5 will be getting, Ds and Cs because Jim's attitude of "if she doesn't want to do it, I am not  
6 going to force her."

### 7 **Hannah and Taekwondo**

8 Taekwondo teaches discipline, pride, self awareness and confidence. Matthew loves  
9 it and so does Hannah, but Hannah does not motivate herself to practice, just like she  
10 cannot motivate herself with school work or studying. Hannah would rather simply not  
11 do it. Hannah was told if she gets her black belt she can quit. But that takes work. Minh  
12 wants them to get their black belt, so she can feel comfortable that her kids can defend  
13 themselves adequately.

14 In November, Hannah was to be tested to get her orange belt. Her teacher told her  
15 the test was Wednesday, but that she was not ready for it, that she will not likely pass it,  
16 and that she might have to wait another eight weeks to retake the test. On the way home,  
17 Minh explained to Hannah that her decision not to prepare for the test the past few weeks  
18 has now extended her classes for at least two more months; but if she prepares she will be  
19 able to avoid delays and get her black belt quicker. So Hannah and Minh agreed to work  
20 together, both days of the weekend, to practice for Wednesday's test. The problem was  
21 that Jim promised the children to take them on the boat on Saturday with people from  
22 work. So, now Hannah had to either go boating on Saturday, and then go to eight more  
23 weeks of classes, or study and practice for the test and forego the outing with her father.

24 For the first time, Hannah made the mature decision to practice and pass her test.  
25 When Jim taunted Hannah that he and Matthew were still going to the lake, Hannah got  
26 really upset and started crying and ran into her room. Jim came to Minh and asked what  
27 he should do. Minh told Jim that Hannah was crying because he told her that he was still  
28 going out on the boat without her. Minh told Jim to tell her that he would not go out on

1 the lake, then she would be ok. Hannah was fine after Jim agreed that he wasn't going to  
2 the lake that weekend. Hannah worked hard with Minh all weekend. On Wednesday, she  
3 passed her test and got her next belt. The instructor was shocked at how good she was and  
4 told both Jim and Minh that he has never seen any one who can improve that much in one  
5 weekend. He later wrote an email to Minh saying that he was going to nominate Hannah  
6 for the most improved student of the year and that Minh and Jim should be really proud  
7 of her. Minh shared this email with Jim. Jim then went to his therapist, came home and  
8 told Hannah she no longer has to go to Taekwondo! Hannah has not gone since. The  
9 lesson taught by Jim is to quit and take the easy way out (like piano, golf and book reports,  
10 etc.) And apparently, both Jim and his therapist believe that this is effective co-parenting!

11 There is no encouragement or motivation. Jim chooses the easy way out. Multiple  
12 times Minh and Jim talked about their roles as parents. Minh believes that their roles are  
13 to encourage and motivate the children. Jim tells Minh, "I am not going to make her, if she  
14 doesn't want to. If she doesn't want to do her homework, then she doesn't have to." Minh  
15 is the parent who has been helping all the children with their homework. It is also the  
16 children's preference to work with Minh instead of Jim. Hannah has declared multiple  
17 times that all Jim does is confuse her and that she only wants to be taught by Minh.  
18 Hannah did not want the science project that Jim picked out for her. Minh searched the  
19 web and Hannah wanted to pick Minh's project instead.

20 (51) On page 22, lines 7-8, Jim states that while there is technically no history of  
21 abuse or neglect, he worries about Minh's tendency to discipline the children with  
22 corporal punishment. The level of dishonesty in these statements is unprecedented, even  
23 for Jim. If Minh hurts the children so much, how come they prefer her company to his?  
24 Jim never had a problem with how she disciplined the children. Jim had never confronted  
25 Minh that he had a problem with anything that she was doing, but now he has concerns?  
26 Neither one of them had any problems with how the other spouse disciplined their kids.  
27 It has been only recently, when Jim started seeing his therapist, and he co-parents with the  
28 therapist instead of with Minh. Jim started coming home telling Minh that he is "not ok

1 with Hannah continuing with Taekwondo” and that she should not have to do what she  
2 doesn't want to. Jim's attitude of not "forcing" allows Hannah to not care about her  
3 homework. Both Hannah and Matthew started saying if they don't want to do their  
4 homework, then they shouldn't have to. It took a lot of effort, by Minh, to "undo" Jim's  
5 damage. Minh feels her children, especially Hannah, will be ruined academically if they  
6 remain in Las Vegas with Jim.

7 (51) On page 23, Line 7, Jim, again, claims that all Minh wants to do is pursue her  
8 “lifelong dream”, with no regard to her children’s well-being. Minh’s only lifelong dream  
9 is to raise her children around family that love and care for them and to provide her  
10 children with an environment that is full of opportunities for a more meaningful life.

11 (53) On page 25, line 9, Jim falsely claims that the children will receive the same  
12 level of care and support in Henderson, as they would in Irvine. We have already  
13 discussed repeatedly in this pleading, that Jim has no family here to help raise the children  
14 and Jim will rely on nannies to parent his children, if he is given primary custody of the  
15 children. The children are not emotionally or physically connected with Jim’s family.  
16 They have not sent gifts or called the children on their birthdays. Minh’s family constantly  
17 provides time with the children and adds money to their college funds.

18 (54) On page 25, line 23, Jim boasts of the Challenger School that the children  
19 attend in Henderson. The public school that the children will attend are outstanding and  
20 are highly ranked. We have attached **Exhibit “B”** to support her claim.

21 . . .

## 22 CONCLUSION

23 Based on the foregoing, Minh respectfully requests:

24 1. An Order granting Minh primary physical custody of the parties' minor  
25 children, to-wit: HANNAH VAHEY, born March 19, 2009, MATTHEW VAHEY, born  
26 June 26, 2010 and SELENA VAHEY , born April 4, 2014.

27 2. An Order allowing Minh to relocate to Irvine, California with the parties'  
28 minor children;

1           3.     That pending hearing on the motion only, that the Court order an equal  
2 timeshare, with Jim having the children from Monday after school to Wednesday after  
3 school; that Minh have from Wednesday after school to Fridays after school; and that the  
4 parties will alternate weekends.

5           4.     That the Court offset set child support with transportation expenses offsets  
6 in accordance with NRS 125B.080;

7           5.     That the Court consider a judgment for attorney fees and costs for  
8 unreasonable refusal to grant consent for relocation under NRS 125C.007.

9           DATED this 5<sup>th</sup> day of March, 2019.

10                               Respectfully submitted,

11                               KAINEN LAW GROUP, PLLC  
12

13                               By: /s/ Neil M. Mullins  
14

15                               NEIL M. MULLINS, ESQ.  
16                               Nevada Bar No. 3544  
17                               3303 Novat Street, Suite 200  
18                               Las Vegas, Nevada 89129  
19                               Attorneys for Defendant  
20  
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**DECLARATION OF MINH NGUYET LUONG**

I, MINH NGUYET LUONG, Defendant in the above-entitled action, declare under penalty of perjury, under the laws of the State of Nevada, that the following statements are true to the best of my knowledge, except as to those matters stated upon information and belief, and as to those matters, I believe them to be true:

I have read the Reply to Plaintiff's Opposition to Defendant's Motion for Primary Physical Custody to Relocate to California and the facts contained therein are true and correct according to my own personal knowledge and as such, I adopt all facts contained therein as my personal declaration in support of said *Reply* as if those facts were fully set forth herein.

EXECUTED this 5<sup>th</sup> day of March, 2019.

/s/ Minh Nguyet Luong

MINH NGUYET LUONG

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 5<sup>th</sup> day of March, 2019, I caused to be served the *Defendant's Reply to Plaintiff's Opposition to Defendant's Motion for Primary Physical Custody to Relocate with Minor Children to California* to all interested parties as follows:

\_\_\_\_ BY MAIL: Pursuant to NRCP 5(b), I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, postage fully prepaid thereon, addressed as follows:

\_\_\_\_ BY CERTIFIED MAIL: I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, certified mail, return receipt requested, postage fully paid thereon, addressed as follows:

\_\_\_\_ BY FACSIMILE: Pursuant to EDCR 7.26, I caused a true copy thereof to be transmitted, via facsimile, to the following number(s):

X BY ELECTRONIC MAIL: Pursuant to EDCR 7.26 and NEFCR Rule 9, I caused a true copy thereof to be served via electronic mail, via Wiznet, to the following e-mail address(es):

Attorneys for Plaintiff:

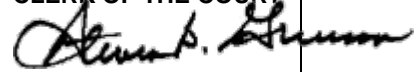
[info@thedklawgroup.com](mailto:info@thedklawgroup.com)

/s/ Chris L. Cook  
An Employee of  
KAINEN LAW GROUP, PLLC

15

15





CNOC

**DISTRICT COURT  
CLARK COUNTY, NEVADA**  
\*\*\*\*

James W. Vahey, Plaintiff

vs.

Minh Nguyet Luong, Defendant.

Case No.: D-18-581444-D

Department H

**CLERK'S NOTICE OF HEARING**

Please be advised that the above-entitled matter has been scheduled for Opposition & Countermotion, to be heard by the Honorable T. Arthur Ritchie, Jr., at the Family Courts and Services Center, 601 N. Pecos Rd., on the 12th day of March, 2019, at the hour of 10:00 AM, in RJC Courtroom 03G.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Cynthia Hill

Deputy Clerk of the Court

**CERTIFICATE OF SERVICE**

I hereby certify that this 6th day of March, 2019, a copy of this Notice of Hearing was electronically served to all registered parties in the Eighth Judicial District Court Electronic Filing Program and/or placed in the attorney's folder maintained by the Clerk of the Court and/or mailed, postage prepaid, by United States mail to the proper parties as follows:

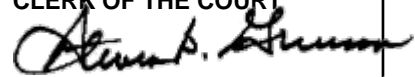
Neil M. Mullins  
3303 Novat ST STE 200  
Las Vegas, NV 89129

Robert Paul Dickerson  
1745 Village Center Circle  
Las Vegas, NV 89134

Sabrina M. Dolson  
1745 Village Center CIR  
Las Vegas, NV 89134

16

16



1 ROC  
2 THE DICKERSON KARACSONYI LAW GROUP  
3 ROBERT P. DICKERSON, ESQ.  
4 Nevada Bar No. 000945  
5 SABRINA M. DOLSON  
6 Nevada Bar No. 013105  
7 1745 Village Center Circle  
8 Las Vegas, Nevada 89134  
9 Telephone: (702) 388-8600  
10 Facsimile: (702) 388-0210  
11 Email: info@TheDKlawgroup.com

12 Attorneys for Plaintiff

13 DISTRICT COURT  
14 FAMILY DIVISION

15 CLARK COUNTY, NEVADA

16 JAMES W. VAHEY,

17 Plaintiff,

18 v.

19 MINH NGUYET LUONG,

20 Defendant.


21 CASE NO. D-18-581444-D  
22 DEPT NO. H

23 RECEIPT OF COPY

24 RECEIPT OF COPY of the following documents is hereby  
25 acknowledged this 12<sup>th</sup> day of March, 2019:

- 26 1. Plaintiff's First Request for Production of Documents to  
27 Defendant; and  
28 2. Notice of Taking Deposition of Defendant, Minh Nguyet  
Luong.

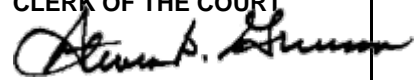
29 KAINEN LAW GROUP, PLLC

30   
31 NEIL M. MULLINS, ESQ.  
32 Nevada Bar No. 003544  
33 3303 Novat Street, Suite 200  
34 Las Vegas, Nevada 89129

35 VOLUME 1 Attorney for Defendant AA000182

17

17



**NTTD**  
NEIL M. MULLINS, ESQ.  
Nevada Bar No. 3544  
KAINEN LAW GROUP, PLLC  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
PH: (702) 823-4900  
FX: (702) 823-4488  
Service@KainenLawGroup.com  
Attorney for Defendant

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

JAMES W. VAHEY,

Plaintiff,

vs.

MINH NGUYET LUONG,

Defendant.

CASE NO. D-18-581444-D  
DEPT NO. H

Date of Hearing: N/A  
Time of Hearing: N/A

**NOTICE OF TAKING OF DEPOSITION OF  
PLAINTIFF, JAMES W. VAHEY**

TO: JAMES W. VAHEY, Plaintiff; and

TO: ROBERT P. DICKERSON, ESQ., attorney for Plaintiff:

PLEASE TAKE NOTICE that on the 22<sup>nd</sup> day of April, 2019, at 10:00 a.m., the deposition of the Plaintiff, JAMES W. VAHEY, shall be taken by Defendant, MINH NGUYET LUONG, at KAINEN LAW GROUP, PLLC, 3303 Novat St., Suite 200, Las Vegas, Nevada, 89129.

...

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...

1 Said deposition shall be taken pursuant to Rule 26 of the Nevada Rules of Civil  
2 Procedure, before a Notary Public, or some other officer authorized by law to administer  
3 oaths, and shall be taken by sound and/or stenographic means. The duration of the  
4 deposition shall be no longer than the time allocated under NRCP 30(d)(1).

5 You are invited to attend and cross examine.

6 Dated this 13<sup>th</sup> day of March, 2019.

7 KAINEN LAW GROUP, PLLC

8  
9 By: /s/ Neil M. Mullins  
10 NEIL M. MULLINS, ESQ.  
11 Nevada Bar No. 3544  
12 3303 Novat Street, Suite 200  
13 Las Vegas, Nevada 89129  
14 Attorney for Defendant  
15  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 13<sup>th</sup> day of March, 2019, I caused to be served the *Notice of Taking of Deposition of Plaintiff, James W. Vahey* to all interested parties as follows:

\_\_\_\_ BY MAIL: Pursuant to N.R.C.P. 5(b), I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, postage fully prepaid thereon, addressed as follows:

\_\_\_\_ BY CERTIFIED MAIL: I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, certified mail, return receipt requested, postage fully paid thereon, addressed as follows:

\_\_\_\_ BY FACSIMILE: Pursuant to EDCR 7.26, I caused a true copy thereof to be transmitted, via facsimile, to the following number(s):

  X   BY ELECTRONIC MAIL: Pursuant to EDCR 7.26 and NEFCR Rule 9, I caused a true copy thereof to be served via electronic mail, via Odyssey E-file and serve, to the following e-mail address(es):

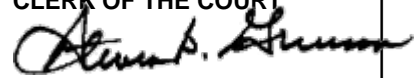
[info@thedklawgroup.com](mailto:info@thedklawgroup.com)

/s/ Chris L. Cook  
An Employee of  
KAINEN LAW GROUP, PLLC

18

18





1 WTLT  
2 THE DICKERSON KARACSONYI LAW GROUP  
3 ROBERT P. DICKERSON, ESQ.  
4 Nevada Bar No. 000945  
5 SABRINA M. DOLSON  
6 Nevada Bar No. 013105  
7 1745 Village Center Circle  
8 Las Vegas, Nevada 89134  
9 Telephone: (702) 388-8600  
10 Facsimile: (702) 388-0210  
11 Email: info@TheDKlawgroup.com

12 Attorneys for Plaintiff

13 DISTRICT COURT  
14 FAMILY DIVISION

15 CLARK COUNTY, NEVADA

16 JAMES W. VAHEY,

17 Plaintiff,

18 v.

19 MINH NGUYET LUONG,

20 Defendant.

21 CASE NO. D-18-581444-D  
22 DEPT NO. H

23 PLAINTIFF'S WITNESS LIST

24 TO: MINH NGUYET LUONG, Defendant; and

25 TO: NEIL M. MULLINS, ESQ., of KAINEN LAW GROUP, PLLC,  
26 Attorney for Defendant:

27 COMES NOW Plaintiff, JAMES W. VAHEY, by and through his  
28 attorneys, ROBERT P. DICKERSON, ESQ., and SABRINA M. DOLSON,  
29 ESQ., of THE DICKERSON KARACSONYI LAW GROUP, and hereby  
30 submits the following Witness List to all parties of record pursuant to  
31 Nevada Rules of Civil Procedure, Rule 16.2 (2019):

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1           6.    Richard Landeis  
2                1085 Via Della Curia  
3                Henderson, Nevada 89011  
4                Telephone: (702) 271-1141

5           Mr. Landeis is expected to testify as to the facts and circumstances  
6           concerning his observations of the parties with the children.

7           7.    Gig Landeis  
8                1085 Via Della Curia  
9                Henderson, Nevada 89011  
10              Telephone: (702) 271-0158

11          Mrs. Landeis is expected to testify as to the facts and circumstances  
12          concerning her observations of the parties with the children.

13          8.    Edward Vahey  
14                419 Lomita Avenue  
15                Millbrae, California 94030  
16                Telephone: (650) 245-3335

17          Mr. Vahey is expected to testify as to the facts and circumstances  
18          concerning his observations of the parties with the children.

19          9.    Imelda Vahey  
20                419 Lomita Avenue  
21                Millbrae, California 94030  
22                Telephone: (650) 922-7052

23          Mrs. Vahey is expected to testify as to the facts and circumstances  
24          concerning her observations of the parties with the children.

25          10.   Father Vincente Panaligan  
26                2300 Sunridge Heights Parkway  
27                Henderson, Nevada 89052  
28                Telephone: (702) 569-4946

          Father Panaligan is expected to testify as to the facts and  
          circumstances concerning his observations of Dr. Vahey with the children.

          11.   Bowena Bautista  
              265 Trailing Putt Way  
              Las Vegas, Nevada 89148  
              (702) 326-0137

...

1 Ms. Bautista is expected to testify as to the facts and circumstances  
2 concerning her observations of Dr. Vahey with the children and Dr.  
3 Vahey's work schedule.

4 12. Yenni Nguyen  
5 4140 West 142<sup>nd</sup> Street, Apt. A  
6 Hawthorne, California 90250  
(424) 376-4450

7 Ms. Nguyen is expected to testify as to the facts and circumstances  
8 concerning her observations of the parties with the children.

9 Plaintiff reserves the right to amend and/or supplement this Witness  
10 List as additional information and/or witnesses are discovered or as  
11 becomes necessary. Plaintiff further reserves the right to call any necessary  
12 rebuttal witnesses or any witness named or called by Defendant.

13 DATED this 18<sup>th</sup> day of April, 2019.

14 THE DICKERSON KARACSONYI  
15 LAW GROUP

16 By Sabrina M. Dolson  
17

18 ROBERT P. DICKERSON, ESQ.  
19 Nevada Bar No. 000945  
20 SABRINA M. DOLSON, ESQ.  
21 Nevada Bar No. 013105  
22 1745 Village Center Circle  
23 Las Vegas, Nevada 89134  
24 Attorneys for Plaintiff  
25  
26  
27  
28

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of THE  
3 DICKERSON KARACSONYI LAW GROUP, and that on this 18<sup>th</sup> day  
4 of April, 2019, I caused the above and foregoing document entitled  
5 PLAINTIFF'S WITNESS LIST, to be served as follows:

- 6 [X] pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D)  
7 and Administrative Order 14-2 captioned "In the  
8 Administrative Matter of Mandatory Electronic Service in the  
9 Eighth Judicial District Court," by mandatory electronic  
10 service through the Eighth Judicial District Court's electronic  
11 filing system;  
12 [ ] by placing same to be deposited for mailing in the United  
13 States Mail, in a sealed envelope upon which first class postage  
14 was prepaid in Las Vegas, Nevada;  
15 [ ] pursuant to EDCR 7.26, to be sent via **facsimile**, by duly  
16 executed consent for service by electronic means;  
17 [ ] by hand-delivery with signed Receipt of Copy.

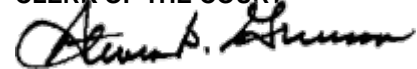
18 To the attorney(s) listed below at the address, email address, and/or  
19 facsimile number indicated below:

20 NEIL M. MULLINS, ESQ.  
21 KAINEN LAW GROUP, PLLC  
22 3303 Novat Street, Suite 200  
23 Las Vegas, Nevada 89129  
24 service@kainenlawgroup.com  
25 Attorney for Defendant

26   
27 An employee of The Dickerson Karacsonyi Law Group  
28

19

19



FDF

Name: ROBERT P. DICKERSON, ESQ.  
Address: 1745 Village Center Circle  
Las Vegas, Nevada 89134  
Phone: 702-388-8600  
Email: info@thedklawgroup.com  
Attorney for Plaintiff  
Nevada State Bar No. 000945

Eighth Judicial District Court  
Clark County, Nevada

<u>JAMES W. VAHEY</u> Plaintiff,  vs. <u>MINH NGUYET LUONG</u> Defendant.	Case No. <u>D-18-581444-D</u>  Dept. <u>H</u>
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### GENERAL FINANCIAL DISCLOSURE FORM

#### A. Personal Information:

1. What is your full name? (*first, middle, last*) James W. Vahey
2. How old are you? 56
3. What is your date of birth? 12/15/1962
4. What is your highest level of education? Medical School, orthopaedic residency, and hand surgery fellowship

#### B. Employment Information:

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

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
08/1995	Hand Center of Nevada	Hand Surgeon	Monday - Friday	8:30 a.m. - 5:00 p.m.

2. Are you disabled? (☒ check one)  
☒ No  
☐ Yes If yes, what is your level of disability? \_\_\_\_\_  
What agency certified you disabled? \_\_\_\_\_  
What is the nature of your disability? \_\_\_\_\_

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

Prior Employer: \_\_\_\_\_ Date of Hire: \_\_\_\_\_ Date of Termination: \_\_\_\_\_  
Reason for Leaving: \_\_\_\_\_

\* Please see attached Declaration of James W. Vahey Regarding His Income.

### Monthly Personal Income Schedule

#### A. Year-to-date Income.

As of the pay period ending April 15, 2019 my gross year to date pay is \$200,000.00.

#### B. Determine your Gross Monthly Income.

Hourly Wage

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

Annual Salary

	÷	12	=	\$0.00
Annual Income		Months		Gross Monthly Income

#### C. Other Sources of Income.

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

Total Average Gross Monthly Income (add totals from B and C above)	\$0.00
--	--------



\* Please see attached Declaration of James W. Vahey Regarding His Income.

#### D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	
2.	Federal Health Savings Plan	
3.	Federal Income Tax	
4.	Health Insurance Amount for you: \$784.00 For Opposing Party: \$508.00 For your Child(ren): \$807.00	2,099.00
5.	Life, Disability, or Other Insurance Premiums	1,421.00
6.	Medicare	
7.	Retirement, Pension, IRA, or 401(k) *	15,000.00
8.	Savings	
9.	Social Security	
10.	Union Dues	
11.	Other: (Type of Deduction)	
Total Monthly Deductions (Lines 1-11)		18,520.00

#### Business/Self-Employment Income & Expense Schedule

##### A. Business Income:

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

\$ \_\_\_\_\_

\* Please see James W. Vahey, M.D., Ltd.

Profit & Loss Statement attached to

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

Declaration of James W. Vahey Regarding His Income

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

### Personal Expense Schedule (Monthly)

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

Expense	Monthly Amount I Pay	For Me ✓	Other Party ✓	For Both ✓
Alimony/Spousal Support				
Auto Insurance	284.00			✓
Car Loan/Lease Payment	817.00	✓		
Cell Phone Paid by business				
Child Support (not deducted from pay)				
Clothing, Shoes, Etc...	200.00	✓		
Credit Card Payments (minimum due)	1,474.00	✓		
Dry Cleaning	50.00	✓		
Electric	195.00	✓		
Food (groceries & restaurants) Jim and kids	2,000.00	✓		
Fuel	600.00	✓		
Gas (for home)	46.00	✓		
Health Insurance (not deducted from pay)				
HOA	747.00	✓		
Home Insurance (if not included in mortgage)	230.00	✓		
Bundled with internet Home Phone and cable				
Internet/Cable	183.00	✓		
Lawn Care Included in HOA				
24 Hour Fitness Membership Fees Membership	4.00			✓
Mortgage/Rent/Lease	3,238.00	✓		
Pest Control	28.00	✓		
Pets Guinea Pig	20.00	✓		
Pool Service	200.00	✓		
Property Taxes (if not included in mortgage)				
Insurance for boats	53.00	✓		
Garbage/Trash	30.00	✓		
Student Loans	14.00	✓		
Unreimbursed Medical Expense				
Water and sewer	79.00	✓		
Other: Umbrella Insurance	117.00			✓
<b>Total Monthly Expenses</b>	<b>10,609.00</b>			

### Household Information

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

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 <sup>st</sup>	Hannah E. Vahey	03/19/09	Both	Yes	No
2 <sup>nd</sup>	Matthew J. Vahey	06/26/10	Both	Yes	No
3 <sup>rd</sup>	Selena A. Vahey	04/04/14	Both	Yes	No
4 <sup>th</sup>					

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

Type of Expense	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child	4 <sup>th</sup> Child
Cellular Phone				
Child Care	130.00	130.00	754.00	
Clothing	100.00	100.00	100.00	
Education	570.00	570.00	195.00	
Entertainment	100.00	100.00	100.00	
Extracurricular & Sports	50.00	300.00	50.00	
Health Insurance (if not deducted from pay)				
Summer Camp/Programs	500.00	500.00	500.00	
Transportation Costs for Visitation				
Unreimbursed Medical Expenses				
Vehicle				
Other:				
<b>Total Monthly Expenses</b>	<b>1,450.00</b>	<b>1,700.00</b>	<b>1,699.00</b>	<b>0.00</b>

\*These education expenses are one-half the amount of the 12-month average for the children's tuition.

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

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

### Personal Asset and Debt Chart

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

Line	Description of Asset and Debt Thereon	Gross Value	Total Amount Owed	Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	27 Via Mira Monte, Henderson, NV	\$1,200,000.00	- \$987,698.00	= \$212,302.00	Jim
2.	8585 S. Eastern Ave. #100, Las Vegas	\$1,500,000.00	- \$900,000.00	= \$600,000.00	Jim
3.	UBS STD-CCM Fund, LLC	\$1,271,651.00	- \$981,481.00	= \$290,170.00	Jim
4.	E*Trade (Roth/Bene)	\$3,915.00	- \$	= \$3,915.00	Jim
5.	UBS (IRA Rollover)	\$386,038.00	- \$	= \$386,038.00	Jim
6.	National Securities-CCM Fund, LLC	\$114,257.00	- \$	= \$114,257.00	Jim
7.	National Securities (Roth/Bene)	\$362,373.00	- \$	= \$362,373.00	Jim
8.	Oberweis Funds (STD)	\$625.00	- \$	= \$625.00	Jim
9.	Oberweis Funds (IRA)	\$29,953.00	- \$	= \$29,953.00	Jim
10.	Midcountry Bank (all accounts)	\$163,901.00	- \$	= \$163,901.00	Jim
11.	Bank of Nevada	\$5,000.00	- \$	= \$5,000.00	Jim
12.	401(k) Profit Sharing Plan	\$1,508,584.00	- \$	= \$1,508,584.00	Jim
13.	Defined Benefit Plan	\$548,550.00	- \$	= \$548,550.00	Jim
14.	Specialty Surgery Center	\$34,177.00	- \$	= \$34,177.00	Jim
15.	PLEASE SEE ATTACHED SHEET	\$	- \$	= \$0.00	Jim
Total Value of Assets (add lines 1-15)		\$7,129,024.00	- \$2,869,179.00	= \$4,259,845.00	

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

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Midcountry Bank (business loan)	\$185,775.00	Jim
2.	Bank of America credit card	\$147,452.00	Jim
3.	Promissory Note to Minh	\$700,000.00	Jim
4.		\$	
5.		\$	
6.		\$	
Total Unsecured Debt (add lines 1-6)		\$1,033,227.00	

	Description of Asset and Debt There on	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
16.	SAHARA SURGERY CENTER	\$32,696.00	-	\$0	=	\$32,696.00	MINE
17.	PARKING STRIP BEHIND	\$1,000.00	-	\$0	=	\$1,000.00	MINE
18.	Land, Sunsites, AZ (50% interest)	\$334,968.00	-	\$0	=	\$167,484.00	MINE
19.	Land, Maricopa, AZ (60% interest)	\$900,000.00	-	\$0	=	\$603,351.00	MINE
20.	HAND CENTER OF NEVADA	\$?	-	\$0	=	\$?	Vahey, Gluck, Micey
21.	Audi	\$50,000.00	-	\$0	=	\$50,000.00	MINE
22.	Thule Rack	\$1,500.00	-	\$0	=	\$1,500.00	MINE
23.	MasterCraft Boat	\$50,000.00	-	\$0	=	\$50,000.00	MINE
24.	ElectraCraft Boat	\$20,000.00	-	\$0	=	\$20,000.00	MINE
25.	Dock	\$20,000.00	-	\$0	=	\$20,000.00	MINE
26.	Acura	\$10,000.00	-	\$0	=	\$10,000.00	MINE
	VALUE OF ASSETS (Lines 16-26)	\$1,420,164.00	-	\$0	=	\$804,531.00	
	<b>TOTAL VALUE OF ASSETS (Lines 1-26)</b>	<b>\$8,549,188.00</b>	-	<b>\$2,869,179.00</b>	=	<b>\$5,064,376.00</b>	

AA000197

## CERTIFICATION

**Attorney Information:** Complete the following sentences: \* As of March 31, 2019.

1. I (have/have not) have \_\_\_\_\_ retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$ 48010.98 on my behalf.
3. I have a credit with my attorney in the amount of \$ 13,673.02.
4. I currently owe my attorney a total of \$ 0.00.
5. I owe my prior attorney a total of \$ 0.00.

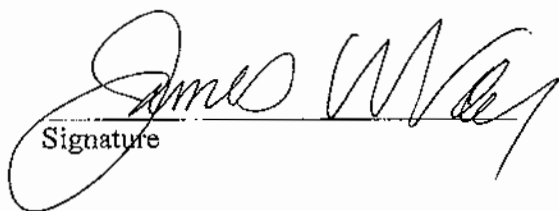
**IMPORTANT:** Read the following paragraphs carefully and initial each one.

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

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

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

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

  
Signature

4-22-19  
Date

CERTIFICATE OF SERVICE

I hereby declare under the penalty of perjury of the State of Nevada that the following is true and correct:

That on (date) April 26, 2019, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

☐ Via 1<sup>st</sup> Class U.S. Mail, postage fully prepaid addressed as follows:

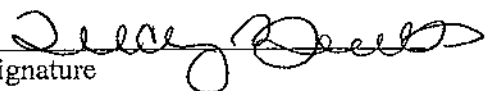
☒ Via Electronic Service, in accordance with the Master Service List, pursuant to NEFCR 9, to:

Neil M. Mullins, Esq. service @ kainenlawgroup.com

☐ Via Facsimile and/or Email Pursuant to the Consent of Service by Electronic Means on file

herein to: \_\_\_\_\_

Executed on the 26<sup>th</sup> day of April, 2019

  
Signature

20

20



1 **DECL**

2 **THE DICKERSON KARACSONYI LAW GROUP**

3 **ROBERT P. DICKERSON, ESQ.**

4 Nevada Bar No. 000945

5 **SABRINA M. DOLSON**

6 Nevada Bar No. 013105

7 1745 Village Center Circle

8 Las Vegas, Nevada 89134

9 Telephone: (702) 388-8600

10 Facsimile: (702) 388-0210

11 Email: info@thedklawgroup.com

12 Attorneys for Plaintiff

13 **DISTRICT COURT**  
14 **FAMILY DIVISION**

15 **CLARK COUNTY, NEVADA**

16 JAMES W. VAHEY,

17 Plaintiff,

18 v.

19 MINH NGUYET LUONG,

20 Defendant.

21 CASE NO. D-18-581444-D  
22 DEPT NO. H

23 **DECLARATION OF JAMES W. VAHEY**  
24 **REGARDING HIS INCOME**

25 I, JAMES W. VAHEY ("Jim"), declare under penalty of perjury  
26 under the law of the State of Nevada that the following statements are  
27 true and correct:

28 1. I am over the age of 18 years. I am the Plaintiff in this action.  
I have personal knowledge of the facts contained herein, and I am  
competent to testify thereto.

2. I am making this declaration in support of my General  
Financial Disclosure Form ("FDF"). I have read the FDF prepared by my  
counsel and swear, to the best of my knowledge, that the facts as set forth

1 therein are true and accurate, save and except any fact stated upon  
2 information and belief, and as to such facts I believe them to be true. I  
3 hereby reaffirm said facts as if set forth fully herein to the extent that they  
4 are not recited herein. If called upon by this Court, I will testify as to my  
5 personal knowledge of the truth and accuracy of the statements contained  
6 therein.

7 3. I am a hand surgeon, and until December 2018, I operated my  
8 medical practice under James W. Vahey, M.D., Ltd., a Nevada  
9 professional corporation. In 2018, James W. Vahey, M.D., Ltd. received  
10 its income from fees paid directly to the corporation and distributions  
11 from Vahey & Gluck Hand Surgery Ltd. ("Vahey & Gluck"), a Nevada  
12 professional limited liability company. I then paid myself an officer salary  
13 from James W. Vahey, M.D., Ltd., as well as distributions.

14 4. In 2018, Vahey & Gluck distributed \$300,000.00 to James W.  
15 Vahey, M.D., Ltd. Exhibit 1, James W. Vahey, M.D., Ltd. Profit & Loss,  
16 January through December 2018. In addition, in 2018, James W. Vahey,  
17 M.D., Ltd. received fees in the amount of \$136,016.52. Exhibit 1. In  
18 2018, I paid myself an officer salary in the amount of \$100,000.00 from  
19 James W. Vahey, M.D., Ltd. After paying expenses, the net income for  
20 James W. Vahey, M.D., Ltd. in 2018 was \$104,975.23.

21 5. In January 2019, I began having the Vahey & Gluck  
22 distributions paid to JW Vahey, PLLC, which I created in 2017. Exhibit  
23 2, Vahey & Gluck Hand Surgery Ltd. Transactions by Account as of April  
24 15, 2019. Since January 1, 2019, Vahey & Gluck has distributed  
25 \$200,000.00 to JW Vahey, PLLC. Exhibit 2. Although the Vahey &  
26 Gluck distributions no longer are paid to James W. Vahey, M.D., Ltd.,  
27 James W. Vahey, M.D., Ltd. continues to receive income from


28 . . .

1 fees, and at the end of 2019, I anticipates I will take a \$100,000.00 salary  
2 as I did in 2018.

3 6. In addition to the foregoing, I can also receive income from  
4 Other Hand, LLC. Other Hand, LLC receives rent from Vahey & Gluck.  
5 However, in 2018, Other Hand, LLC's expenses for the rental property  
6 exceeded the rent received from Vahey & Gluck. Thus, in 2018, Other  
7 Hand, LLC's net rental income was -\$30,936.96, which amounts to  
8 monthly net rental income of -\$2,578.08.

9 7. I will also owe Federal Income tax, Social Security tax, and  
10 Medicare tax on his 2019 income. However, I have made a payment of  
11 \$25,000.00 for the 2019 first quarter estimate of taxes owed.

12 Executed on: 4-27-19

13  
14   
15 JAMES W. VAHEY  
16  
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# Exhibit 1

VOLUME I

AA000203

3:01 PM  
02/21/19  
Cash Basis

**JAMES VAHEY, M.D., LTD.**  
**Profit & Loss**  
January through December 2018

---

		Jan - Dec 18
Ordinary Income/Expense		
Income		
501 • FEES		136,016.52
508 • VAHEY & GLUCK LTD.		300,000.00
Total Income		436,016.52
Expense		
607 • ADVERTISING & MARKETING		188.31
608 • ALARM SERVICE		178.50
626 • BANK CHGS & CREDIT CARD DISC.		3,499.00
630 • BOOKKEEPING		300.00
644 • BUSINESS DEVELOPMENT EXPENSES		142.35
654 • COMPUTER EXPENSES		226.54
659 • CONTINUING MEDICAL EDUCATION		1,202.38
675 • DRUGS AND MEDICAL SUPPLIES		3,852.90
678 • EQUIPMENT REPAIRS		1,608.64
679 • EQUIPMENT LEASE		2,718.13
683 • GAS, OIL, REPAIRS		3,954.98
692 • INSURANCE- AUTO		975.63
693 • INSURANCE- WORKMANS COMP.		3,639.00
696 • INTEREST		28,931.56
697 • INTERNET ACCESS & WEBSITE		61.91
711 • LEGAL AND ACCOUNTING		148,322.13
715 • LICENSES AND DUES		9,689.00
739 • OFFICE EXPENSES		63.05
744 • OFFICE SUPPLIES		848.85
759 • POSTAGE		116.40
776 • REIMBURSED EXPENSES		2,219.94
779 • REPAIRS AND MAINTENANCE		2.68
793 • SUPPLIES		542.44
805 • TAXES-PAYROLL		11,426.00
813 • TRAVEL		120.00
Total Expense		224,830.32
Net Ordinary Income		211,186.20
Other Income/Expense		
Other Expense		
855 • OFFICER COMPENSATION		100,000.00
857 • MEDICAL REIMBURSEMENT		6,210.97
Total Other Expense		106,210.97
Net Other Income		-106,210.97
Net Income		<u>104,975.23</u>

# Exhibit 2

VOLUME I

AA000205

10:31 AM  
04/15/19  
Cash Basis

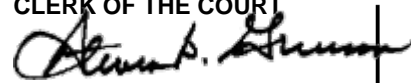
VAHEY & GLUCK HAND SURGERY LTD  
Transactions by Account  
As of April 15, 2019

Date	Num	Name	Paid Amount
415 · DRAW- J. VAHEY			
01/11/2019	2168	JW VAHEY PLLC	-50,000.00
02/11/2019	2187	JW VAHEY, PLLC	-50,000.00
03/05/2019	2201	JW VAHEY PLLC	-50,000.00
04/04/2019	2216	JW VAHEY PLLC	-50,000.00
Total 415 · DRAW- J. VAHEY			-200,000.00
TOTAL			-200,000.00

21

21





1 **NEO**  
2 NEIL M. MULLINS, ESQ.  
3 Nevada Bar No. 3544  
4 KAINEN LAW GROUP, PLLC  
5 3303 Novat Street, Suite 200  
6 Las Vegas, Nevada 89129-8714  
7 Telephone (702) 823-4900  
8 Service@KainenLawGroup.com  
9 Attorney for Defendant

6  
7 **EIGHTH DISTRICT COURT, FAMILY DIVISION**  
8 **CLARK COUNTY, NEVADA**

9 JAMES W. VAHEY,

10 Plaintiff,

11 vs.

12 MINH NGUYET LUONG,

13 Defendant.

CASE NO. D-15-581444-D  
DEPT NO. H

Date of Hearing: March 12, 2019  
Time of Hearing: 9:00 am

14  
15  
16 **NOTICE OF ENTRY OF ORDER FROM HEARING OF MARCH 12, 2019**

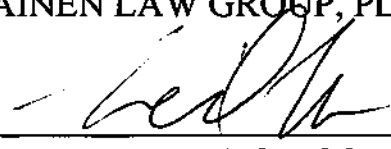
17 TO: JAMES W. VAHEY

18 TO: ROBERT P. DICKERSON, ESQ., Attorney for Plaintiff

19 PLEASE TAKE NOTICE that on the 2<sup>nd</sup> day of May, 2019, the *Order from*  
20 *Hearing of March 12, 2019* was entered in the above-captioned matter. A true and  
21 correct copy of the same is attached hereto.

22 DATED this 2<sup>nd</sup> day of May, 2019.

23 KAINEN LAW GROUP, PLLC

24  
25   
26 NEIL M. MULLINS, ESQ.  
27 Nevada Bar No. 3544  
28 3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129-8714

KAINEN LAW GROUP, PLLC  
10091 Park Run Drive, Suite 110  
Las Vegas, Nevada 89145  
702.823.4900 • Fax 702.823.4488  
www.KainenLawGroup.com

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 2<sup>nd</sup> day of May, 2019, I caused to be served the foregoing *Notice of Entry of Order from Hearing of March 12*, to all interested parties as follows:

\_\_\_\_ BY MAIL: Pursuant to N.R.C.P. 5(b), I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, postage fully prepaid thereon, addressed as follows:

\_\_\_\_ BY CERTIFIED MAIL: I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, certified mail, return receipt requested, postage fully paid thereon, addressed as follows:

\_\_\_\_ BY FACSIMILE: Pursuant to EDCR 7.26, I caused a true copy thereof to be transmitted, via facsimile, to the following number(s):

\_\_\_\_ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26 and N.E.F.C.R. Rule 9, I caused a true copy thereof to be served by electronic mail, via Odyssey Wiznet E-File & Serve, to the following e-mail address(es):

Info@thedklawgroup.com



Chris Cook, Paralegal  
KAINEN LAW GROUP, PLLC

*Steven D. Grierson*

1 **ORDR**  
2 NEIL M. MULLINS, ESQ.  
3 Nevada Bar No. 3544  
4 KAINEN LAW GROUP, PLLC  
5 3303 Novat Street, Suite 200  
6 Las Vegas, Nevada 89129-8714  
7 PH: (702) 823-4900  
8 FX: (702) 823-4488  
9 Service@KainenLawGroup.com  
10 Attorney for Defendant

11 **EIGHTH JUDICIAL DISTRICT COURT - FAMILY DIVISION**  
12 **COUNTY OF CLARK, STATE OF NEVADA**

13 JAMES W. VAHEY,

14 Plaintiff,

15 vs.

16 MINH NGUYET LUONG,

17 Defendant.

CASE NO. D-18-581444-D  
DEPT NO. H

Date of Hearing: March 12, 2019  
Time of Hearing: 10:00am

18 **ORDER FROM HEARING OF MARCH 12, 2019**

19 The above-captioned matter having come on for Motion to Relocate and Case  
20 Management Conference Hearing before the above-entitled Court, the 12<sup>th</sup> day of March,  
21 2019, with Plaintiff, JAMES W. VAHEY, appearing personally, and with his attorney,  
22 ROBERT DICKERSON, ESQ., of DICKERSON KARACSONYI LAW GROUP; and  
23 Defendant, MINH NGUYET LUONG, and through her attorney, NEIL M. MULLINS,  
24 ESQ., of the KAINEN LAW GROUP, PLLC;

25 The Court having reviewed the papers and pleadings on file herein, and having  
26 heard the argument of counsel in court, and being fully apprised in the premises, and  
27 good cause appearing therefore,

28 ...

KAINEN LAW GROUP, PLLC  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129  
702.823.4900 • Fax 702.823.4488  
www.KainenLawGroup.com

1       The Court finds the parties agree that this is ultimately a one issue case involving  
2 whether Defendant may have primary physical custody to relocate with the children to  
3 Irvine, California. The parties indicated they agree the Premarital agreement is valid, and  
4 expect to resolve all property issues.

5       The Court finds the parties were unable to resolve the *temporary* timeshare  
6 schedule. The Court entertained arguments from both counsel regarding time share of  
7 the children. Plaintiff's counsel argued for a seven-day on, seven-day off schedule.  
8 Defendant's counsel argued for continuing the 5-2-2-5 schedule that the parties are  
9 presently using with the children.

10       **IT IS HEREBY ORDERED** that the Parties are to follow a 5-2-2-5 schedule.  
11 Plaintiff shall have the children from Monday at 9:00 AM until Wednesday at 9:00 AM.  
12 Defendant shall have the children from Wednesday at 9:00 AM to Friday at 9:00 AM.  
13 The Parties shall alternate the weekends, defined as Friday at 9:00 AM until Monday at  
14 9:00 AM, with Defendant having the weekend starting March 15, 2019.

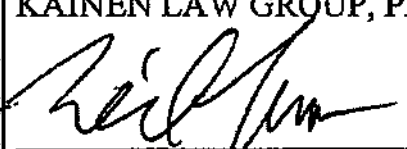
15       **IT IS HEREBY ORDERED** that this matter be set for Case Management  
16 Conference hearing on May 28, 2019, at 11:00 a.m.

17       DATED this 29 day of April, 2019.

18  
19  
20         
DISTRICT JUDGE    *TR*  
T. ART RITCHIE, JR.


21       Respectfully Submitted by:

22       KAINEN LAW GROUP, PLLC

23  
24         
25       NEIL M. MULLINS, ESQ.  
26       Nevada Bar No. 3544  
27       3303 Novat Street, Suite 200  
28       Las Vegas, Nevada 89129  
      Attorney for Defendant

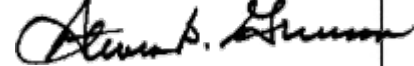
      Approved as to Form and Content by:

DICKERSON KARACSONYI  
LAW GROUP

  
ROBERT DICKERSON, ESQ.  
Nevada Bar No. 945  
1745 Village Center Circle  
Las Vegas, Nevada 89134  
Attorney for Plaintiff

22

22



**MOT**  
NEIL M. MULLINS, ESQ.  
Nevada Bar No. 3544  
KAINEN LAW GROUP, PLLC  
3303 Novat Street, Suite 200  
Las Vegas, Nevada 89129-8714  
PH: (702) 823-4900  
FX: (702) 823-4488  
Service@KainenLawGroup.com  
Attorney for Defendant

EIGHTH JUDICIAL DISTRICT COURT – FAMILY DIVISION  
COUNTY OF CLARK, STATE OF NEVADA

JAMES W. VAHEY,  
Plaintiff

v.

MINH NGUYET LUONG,  
Defendant.

CASE NO. D-18-581444-D  
DEPT NO. H

Date of Hearing:  
Time of Hearing:

**ORAL ARGUMENT REQUESTED:**

YES  X  NO

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

**DEFENDANT'S MOTION FOR ORDER PERMITTING MINOR CHILDREN TO TESTIFY AT EVIDENTIARY HEARING**

COMES NOW, Defendant, MINH NGUYET LUONG, by and through her attorney, NEIL M. MULLINS, ESQ., of the KAINEN LAW GROUP, PLLC, and hereby moves this Honorable Court for the following orders:

1. For an order permitting the parties' two (2) eldest children, HANNAH VAHEY, born March 19, 2009 (age 10), MATTHEW VAHEY, born June 26, 2010 (age

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Las Vegas, Nevada 89129  
702.823.4900 • Fax 702.823.4488  
www.KainenLawGroup.com



1 8) to testify by alternative means. The Court would interview the two child witnesses  
2 outside of the presence of the parties, with parties' counsel simultaneously viewing the  
3 interview via electronic method per N.R.C.P. 16.215(d)(A)(ii);

4 2. Alternatively, for an order *in limine* to prevent Plaintiff from introducing  
5 evidence (text messages or otherwise) regarding allegations of Defendant improperly  
6 influencing the children to express their desire to relocate to California; and

7 3. For any other and further relief that this Court deems just and proper in this  
8 matter.

9 This *Motion* is made and based upon the pleadings and papers on file herein, the  
10 Points and Authorities attached hereto, the Declaration of Defendant, MINH NGUYET  
11 LUONG, being submitted herewith, as well as any such argument as may be made by  
12 Counsel at the time of the hearing on this matter.

13 DATED this 10<sup>th</sup> day of June, 2019.

14 KAINEN LAW GROUP, PLLC

15 By: 

16 NEIL M. MULLINS, ESQ.

17 Nevada Bar No. 3544

18 3303 Novat Street, Suite 200

19 Las Vegas, Nevada 89129-8714

20 Attorney for Defendant

## POINTS AND AUTHORITIES

### Introduction

Defendant, MINH NGUYET LUONG (hereinafter referred to as “Minh” or “Mother”) and Plaintiff, JAMES VAHEY (hereinafter referred to as “Jim” or “Father”) were married in Henderson, Nevada on July 8, 2006. The parties have three (3) minor children born the issue of their marriage, to-wit: HANNAH VAHEY, born March 19, 2009 (age 10); MATTHEW VAHEY, born June 26, 2010 (age 8); and SELINA VAHEY, born April 4, 2014 (age 5).

Minh [Mother] is not seeking an ultimate opinion of the children as to their preferences for relocation. Minh is being accused of improperly influencing, coaching, or manipulating the children into convincing their father to allow the move, or to make the children uncomfortable with the status quo. Minh has not coached or manipulated these children during pendency. Minh’s allegations are consistent; this family had previously planned a move to Irvine, and that Jim [Father] changed his mind, thereby causing the children to be upset, disappointed, and/or confused.

Therefore, Minh seeks either an order *in limine* to prevent evidence that Minh coached the children, or that this Court allow the children’s testimony to refute the allegations, via alternative means pursuant to N.R.C.P. 16.215(d)(A)(ii).

### Notice of Child Witness

A party must file a notice of child witness sixty (60) days prior to the anticipated hearing when a child may be called upon to testify, unless otherwise ordered by the Court. *See* N.R.C.P. 16.215(c)(2). In this matter, the deadline to file a timely notice of child witness was Friday, June 7, 2019. Therefore, Minh seeks an order permitting the parties’ eldest children, HANNAH VAHEY (hereinafter “HANNAH”) (age 10) and MATTHEW VAHEY (hereinafter “MATTHEW”) (age 8), to be interviewed by this Court, outside of the presence of the parties and with the parties’ counsel simultaneously viewing the interview via electronic method, per N.R.C.P. 16.215(d)(A)(ii).

Timely notice was **not** provided because Minh just recently discovered Jim’s



1 potential claim that Minh, during pendency, is either manipulating or is improperly  
2 talking to the children to reinforce the children's desire to relocate to California. The  
3 issue came up on the date of the Case Management Conference [May 28, 2019]. While  
4 this allegation is false, in order to properly defend against this claim, HANNAH and  
5 MATTHEW should be permitted to clarify the issue.

#### 6 **Alternative Methods to Obtain Child Testimony**

7 The Court has discretion to employ an alternative method enumerated under  
8 N.R.C.P. 16.215(d)(ii). N.R.C.P. 16.215(d)(ii) permits the Court to interview a child  
9 witness with no parties present, while simultaneously broadcasting a video feed for the  
10 parties' counsel to view. Minh has no express objection to any alternative method the  
11 Court desires to elicit the children's testimony regarding influencing or improperly  
12 speaking to the children regarding the details of this case or relocating to California.

13 Minh has abided by the Court's rules and refrained from speaking with the children  
14 about this case or the relocation to California. Minh has only discussed moving to  
15 California with the children *prior to* the filing of this matter.

16 However, Jim believes that Minh is speaking with the children about the relocation  
17 because the children have told Jim about their desire to move to California. The children  
18 have expressed that they are increasingly frustrated with Jim's decision not to allow them  
19 to go. The parties are seeking therapy for the children to alleviate the issue, after  
20 MATTHEW recently refused to go to his father's house for a visit due to his increasing  
21 frustrations. Minh did compel MATTHEW's participation in this visit, as Minh  
22 understands the importance of maintaining frequent contact and associations between the  
23 children and their father.

#### 24 **Scope of Children's Testimony or Interview**

25 It is unknown what testimony the children will provide because Minh has not talked  
26 to the children about testifying. However, Minh does know that the children will confirm  
27 that she has not spoken with them about this matter or the relocation to California during  
28 the pendency of this case. Therefore, the scope of the testimony or interview questions

1 should be narrowly tailored to the children's desire to relocate to California; when they  
2 realized this sentiment; and whether Minh has coached or influenced the children's desire  
3 to move to California.

#### 4 **Alternatively, Exclusion of Evidence**

5 If the Court denies Minh's request permitting the eldest children from being  
6 interviewed, Minh moves to exclude any testimony and physical evidence related to both  
7 manipulating the children's desire to relocate to California, and speaking with the  
8 children about this case during pendency. Minh cannot properly defend herself from these  
9 claims if her request to allow the children to be interviewed by this Court is denied.  
10 Denying HANNAH and MATTHEW's testimony, but permitting Jim's testimony or  
11 evidence related to these claims would severely prejudice Minh's right to a fair trial due  
12 to an inability to rebut any such evidence.

13 Therefore, Jim should be estopped from introducing testimony related to any  
14 allegations of child coaching, or discussions about this case with the children, if the Court  
15 is inclined to deny Minh's request for HANNAH and MATTHEW to be interviewed by  
16 this Honorable Court.

#### 17 **LEGAL AUTHORITY**

##### 18 **Rule 16.215. Child Witnesses in Custody Proceedings.**

19 (a) In General. The court must use these procedures and  
20 considerations in child custody proceedings. When  
21 determining the scope of a child's participation in custody  
22 proceedings, the court should find a balance between  
23 protecting the child, the statutory duty to consider the wishes  
24 of the child, and the probative value of the child's input while  
25 ensuring to all parties their due process rights to challenge  
26 evidence relied upon by the court in making custody decisions.

##### 27 (b) Definitions.

28 (1) "Alternative Method." As used in this rule,  
"alternative method" is defined as prescribed in NRS 50.520.

(2) "Child Witness." As used in this rule, "child witness"  
is defined as prescribed in NRS 50.530.

(3) "Third-Party Outsourced Provider." As used in this  
rule, "third-party outsourced provider" means any third party



ordered by the court to interview or examine a child outside of the presence of the court for the purpose of eliciting information from the child for the court.

(c) Procedure.

(1) Identifying Witnesses. A party must identify and disclose any potential child witness whom the party intends to call as a witness during the case:

(A) at the time of the case management conference/early case evaluation; or

(B) by filing a Notice of Child Witness if the determination to call a child witness is made after the case management conference/early case evaluation.

(2) Notice of Child Witness. A notice of child witness must be filed no later than 60 days before the hearing in which a child may be called as a witness unless otherwise ordered by the court. Such notice must detail the scope of the child witness's intended testimony and provide an explanation as to why the child witness's testimony would aid the trier of fact under the circumstances of the case. Any party filing a notice of child witness must also deliver a courtesy copy of the notice to the court.

(3) Testimony by Alternative Methods. If a party desires to perpetuate the testimony of a child witness by an alternative method, the party must file a Motion to Permit Child Testimony by Alternative Methods, under the Uniform Child Witness Testimony by Alternative Methods Act contained in NRS 50.500 et seq., at the same time as the notice of child witness, or no later than 60 days before the hearing in which the child witness may be called to testify or 14 days after the timely filing of a notice of child witness, whichever period last expires, unless otherwise ordered by the court. The court may also issue an order to show cause why a child witness should not testify by an alternative method or address the issue at any case management conference.

(d) Alternative Methods.

(1) Available Alternative Methods. If the court determines under NRS 50.580 that an alternative method of testimony is necessary, the court must consider the following alternative methods, in addition to any other alternative methods the court considers appropriate under the Uniform Child Witness Testimony by Alternative Methods Act contained in NRS 50.500 et seq.

(A) If all parties are represented by counsel, the court may:

(i) interview the child witness outside of the presence of the parties, with the parties' counsel present;

(ii) interview the child witness outside of the presence of the parties, with the parties' counsel simultaneously viewing the interview via an electronic method; or

(iii) allow the parties' counsel to question the child witness in the presence of the court without the parties present.

(B) Regardless of whether the parties are represented by counsel, the court may:

(i) interview the child witness with no parties present, but allow the parties to simultaneously view the interview via an electronic method if the court determines that the viewing is not contrary to the child's best interest; or

(ii) have the child witness interviewed by a third-party outsourced provider.

(2) Alternative Method Considerations. In determining which alternative method should be utilized in any particular case, the court should balance the necessity of taking the child witness's testimony in the courtroom with the parties and attorneys present with the need to create an environment in which the child witness can be open and honest. In each case in which a child witness's testimony will be taken, the court should consider:

(A) where the testimony will be taken, including the possibility of closing the courtroom to the public or hearing from the child witness on the record in chambers;

(B) who should be present when the testimony is taken, such as both parties and their attorneys, only the attorneys when both parties are represented by counsel, the child witness's attorney and the parties, or only a court reporter;

(C) how the child witness will be questioned, including whether only the court will pose questions that the parties have submitted, whether the parties or their attorneys will be permitted to cross-examine the child witness, or whether a child advocate or expert in child development will ask the questions in the presence of the court and the court reporter, with or without the parties or their attorneys; and



(D) whether it will be possible to provide an electronic method so that testimony taken in chambers may be heard simultaneously by the parties and their attorneys in the courtroom.

(3) Protections for Child Witness. In taking testimony from a child witness, the court must take special care to protect the child witness from harassment or embarrassment and to restrict the unnecessary repetition of questions. The interviewer must also take special care to ensure that questions are stated in a form that is appropriate given the child witness's age or cognitive level. The interviewer must inform the child witness in an age-appropriate manner about the limitations on confidentiality and that the information provided to the court will be on the record and provided to the parties in the case. In the process of listening to and inviting the child witness's input, the interviewer may allow, but should not require, the child witness to state a preference regarding custody or visitation and should, in an age-appropriate manner, provide information about the process by which the court will make a decision.

(e) Due Process Rights. Any alternative method must afford all parties a right to participate in the questioning of the child witness, which, at a minimum, must include an opportunity to submit potential questions or areas of inquiry to the court or other interviewer before the interview of the child witness.

(f) Preservation of Record. Any alternative method of testimony ordered by the court must be preserved by audio or audiovisual recording to ensure that such testimony is available for review for future proceedings.

(g) Review of Record. Any party may review the audio or audiovisual recording of testimony procured from a child witness by an alternative method upon written motion to the court or stipulation of the parties, unless the court finds by clear and convincing evidence that review by a party would pose a risk of substantial harm to the child witness.

(h) Stipulation. The court may deviate from any of the provisions of this rule upon stipulation of the parties. The judicial districts of this state should promulgate a uniform canvass to be provided to the parties to ensure that they are aware of their rights to a full and fair opportunity for examination or cross-examination of a child witness before entering into any stipulation that would permit the interview or examination of a child witness by an alternative method, including a third-party outsourced provider.

(i) Retention of Recordings. Original recordings of an interview or examination of a child witness must be retained by the interviewer for a period of 7 years from the date of their recording, or until 6 months after the child witness emancipates, whichever is later, unless otherwise ordered by

1 the court.  
2 [Amended; effective March 1, 2019.]

3 **EDCR Rule 5.510. Motions in limine.**

4 (a) Except as otherwise provided herein or by court order, a  
5 motion in limine to exclude or admit evidence must ordinarily  
6 be in writing and must be heard not less than 5 calendar days  
7 prior to trial.

8 (b) Where the facts that would support a motion in limine arise  
9 or become known after it is practicable to file a motion in the  
10 ordinary course as set forth above, the filing party may seek an  
11 order shortening time to hear the motion as provided by these  
12 rules, or bring an oral motion in limine at a hearing. The court  
13 may refuse to sign any such order shortening time or to  
14 consider any such oral motion.

15 (c) A written motion in limine must be supported by affidavit  
16 and, if not filed in the ordinary course, must detail how and  
17 when the facts arose or became known. The motion shall also  
18 set forth that after a conference or a good-faith effort to confer,  
19 counsel were unable to resolve the matter satisfactorily,  
20 detailing what attempts to resolve the dispute were made, what  
21 was resolved and what was not resolved, and why. A  
22 conference requires either a personal or telephone conference  
23 between or among the parties. If a personal or telephone  
24 conference was not possible, the motion shall set forth the  
25 reasons.

26 [Added; effective January 27, 2017.]

27 Mr. Mullins has made a good-faith effort in accordance with EDCR 5.510(c) to  
28 resolve the issues set forth herein by first contacting Jim's counsel by telephone on June  
17, 2019, to discuss the issues related to the children being interviewed. Furthermore, Mr.  
Mullins placed Mr. Dickerson on notice that if the children are not interviewed related  
to the coaching allegations, that Mr. Mullins will be filing the instant *Motion in Limine*  
seeking to exclude any testimony or other evidence related to the issue of coaching the  
minor children because it would prejudice Minh by violating her due process rights to  
establish a proper defense to Jim's coaching allegations. Furthermore, on June 17, 2019,  
after the phone call between counsel, Mr. Mullins emailed Mr. Dickerson an *un-filed*  
copy of this *Motion* for his review and response. To date, Mr. Mullins has not received  
a response from Mr. Dickerson. While Counsel will continue with active attempts to  
address and resolve the pending issues, this *Motion* is being filed to preserve a hearing



1 date because trial is imminent.

## 2 CONCLUSION

3 Based on the foregoing, Minh respectfully requests:

4 1. For an order permitting the parties' two (2) eldest children, HANNAH and  
5 MATTHEW, to testify by alternative means. The Court would interview the two child  
6 witnesses outside of the presence of the parties, with parties' counsel simultaneously  
7 viewing the interview via electronic method per N.R.C.P. 16.215(d)(A)(ii);

8 2. Alternatively, for an order *in limine* to prevent Father from introducing  
9 evidence (text messages or otherwise) regarding allegations of Mother improperly  
10 influencing the children to express their desire to relocate to California; and

11 3. For any other and further relief that this Court deems just and proper in this  
12 matter.

13 DATED this 20<sup>th</sup> day of June, 2019.

14 KAINEN LAW GROUP, PLLC

15  
16 By: 

17 NEIL M. MULLINS, ESQ.

18 Nevada Bar No. 3544

19 3303 Novat Street, Suite 200

20 Las Vegas, Nevada 89129-8714

21 Attorney for Defendant

1 **DECLARATION OF DEFENDANT, MINH NGUYET LUONG, IN SUPPORT**  
2 **OF DEFENDANT'S MOTION FOR ORDER PERMITTING MINOR**  
3 **CHILDREN TO TESTIFY AT EVIDENTIARY HEARING**

4 I, MINH NGUYET LUONG, Defendant in the above-entitled action, declare under  
5 penalty of perjury, under the laws of the State of Nevada, that the following statements  
6 are true to the best of my knowledge, except as to those matters stated upon information  
7 and belief, and as to those matters I believe them to be true:

8 I have read my *Motion for Order Permitting Minor Children to Testify at*  
9 *Evidentiary Hearing*, and the facts contained therein are true and correct according to my  
10 own personal knowledge and as such, I adopt all facts contained therein as my personal  
11 declaration in support of said *Motion* as if those facts were fully set forth herein.

12 EXECUTED this 18<sup>th</sup> day of June, 2019.

13   
14 MINH NGUYET LUONG,  
15 Defendant  
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MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

JAMES W. VAHEY,

Plaintiff/Petitioner

v.

MINH NGUYET LUONG

Defendant/Respondent

Case No. D-18-58-1444-D

Dept. H

**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 6.20.19

Signature of Party or Preparer

  
Robert Clapp, Law Clerk at the  
KAINEN LAW GROUP, PLLC