

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
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Elizabeth A. Brown
D.C. Case No.: Clerk of Supreme Court

**PETITIONER'S
APPENDIX**

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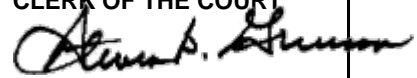
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174.	Scheduling Order and Order Setting Civil Non-Jury Trial	12/12/2021	AA003491 - AA003493
175.	Stipulation and Order for Guardian Ad Litem	12/13/2021	AA003494 - AA003499
176.	Defendant's Exhibit Appendix in Support of December 16, 2021, Return Hearing	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
VOLUME XIX			

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
VOLUME XX			
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

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EXHS
THE DICKERSON KARACSONYI LAW GROUP
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
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DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

JAMES W. VAHEY,
Plaintiff,

v.

MINH NGUYET LUONG,
Defendant.

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

**APPENDIX OF EXHIBITS IN SUPPORT OF PLAINTIFF'S
MOTION TO TRANSFER CASE TO DEPARTMENT H AND TO
ENTER PLAINTIFF'S PROPOSED FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND DECREE OR DIVORCE**

COMES NOW Plaintiff, JAMES W. VAHEY ("Jim"), by and
through his attorneys, ROBERT P. DICKERSON, ESQ., and SABRINA
M. DOLSON, ESQ., of THE DICKERSON KARACSONYI LAW
GROUP, and hereby submits his Appendix of Exhibits in Support of his
Motion to Transfer Case to Department H and to Enter Plaintiff's
Proposed Findings of Fact, Conclusions of Law, and Decree of Divorce.

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Title/Description of Document	Exhibit Number
Proposed Findings of Fact, Conclusions of Law, and Decree of Divorce	1
October 19, 2020 Email from Sabrina M. Dolson, Esq. to Fred Page, Esq.	2
October 26, 2020 Letter from Fred Page, Esq. to Sabrina M. Dolson, Esq.	3
October 30, 2020 Email from Fred Page, Esq. to Sabrina M. Dolson, Esq.	4
November 3, 2020 Letter from Sabrina M. Dolson, Esq. to Fred Page, Esq.	5
November 10, 2020 Letter from Fred Page, Esq. to Sabrina M. Dolson, Esq.	6
November 18, 2020 Letter from Sabrina M. Dolson, Esq. to Fred Page, Esq.	7
December 21, 2020 Email from Sabrina M. Dolson, Esq. to Fred Page, Esq.	8
December 23, 2020 Letter from Fred Page, Esq. to Sabrina M. Dolson, Esq.	9
January 5, 2021 Letter from Sabrina M. Dolson, Esq. to Fred Page, Esq.	10
January 21, 2021 Letter from Fred Page, Esq. to Sabrina M. Dolson, Esq.	11
February 1, 2021 Email from Fred Page, Esq. to Sabrina M. Dolson, Esq.	12
Emails Exchanged Between Minh Luong and Jim Vahey Regarding Communication with Children	13

DATED this 11th day of February, 2021.

THE DICKERSON
KARACSONYI LAW GROUP

By /s/ Sabrina M. Dolson
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
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[X] 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;

[] via facsimile, by duly executed consent for service by electronic means;

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

FRED PAGE, ESQ.
PAGE LAW FIRM
6930 South Cimarron Road, Suite 140
Las Vegas, Nevada 89113
fpage@pagelawoffices.com
Attorney for Defendant

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EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

1 **FFCL**
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13 **DISTRICT COURT**
14 **FAMILY DIVISION**
15 **CLARK COUNTY, NEVADA**

16 **JAMES W. VAHEY,**
17
18 **Plaintiff,**

19 **v.**

20 **MINH NGUYET LUONG,**
21
22 **Defendant.**

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

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

27 **Dates and Times of Evidentiary Hearing:**
28 **August 13, 2020 at 9:00 a.m.**
September 4, 2020 at 9:00 a.m.

29 This matter having come on regularly for trial before the Honorable
30 Judge T. Arthur Ritchie, Jr.; Plaintiff, JAMES W. VAHEY ("JIM"),
31 appearing via Blue Jeans with his attorneys, ROBERT P. DICKERSON,
32 ESQ., and SABRINA M. DOLSON, ESQ., of THE DICKERSON
33 KARACSONYI LAW GROUP; and Defendant, MINH NGUYET LUONG
34 ("MINH"), appearing via Blue Jeans with her attorney, FRED PAGE,
35 ESQ., of PAGE LAW FIRM. This divorce action is at issue upon JIM's
36 Complaint for Divorce, MINH's Answer and Counterclaim for Divorce,
37 and JIM's Reply to the Counterclaim. The cause having been submitted

1 for decision and judgment, and the Court having before it all the files,
2 pleadings, and papers in the action, having heard all the testimony and
3 examined the evidence offered by each party, being fully apprised in the
4 premises and being satisfied that the action has been duly and regularly
5 commenced, and good cause appearing therefor, the Court finds and
6 concludes as follows:

7 THE COURT HEREBY FINDS that it has complete jurisdiction in
8 the premises, both as to the subject matter of this divorce action and as to
9 the parties to this action; that for more than six (6) weeks before the
10 commencement of this action JIM was, has been, and is now an actual
11 bona fide resident and domiciliary of the State of Nevada, actually and
12 physically residing and being domiciled in Clark County, Nevada during
13 all of said period of time; that the parties have three (3) minor children the
14 issue of their marriage, namely, HANNAH VAHEY, born March 19, 2009,
15 MATTHEW VAHEY, born June 26, 2010, and SELENA VAHEY, born
16 April 4, 2014 (hereinafter sometimes collectively referred to as the
17 “children” and individually referred to as a “child”); that the parties have
18 no other minor children, including no adopted minor children, and MINH
19 is not now pregnant; that on August 8, 2019, September 5, 2019, and
20 September 11, 2019, the Court held an evidentiary hearing on the issues
21 of child custody and child support, and entered its Findings of Fact,
22 Conclusions of Law, and Decision and Order on September 20, 2019
23 (“September 20, 2019 Decision and Order”); that the Court’s said
24 September 20, 2019 Decision and Order is merged and incorporated into
25 this Decree as if the same were included in its entirety in this Decree, with
26 the exception of the child custody and child support orders that have been
27 modified as set forth herein; that both parties have completed the seminar
28 for separating parents as required by EDCR 5.302; that on or about June

1 14, 2006, the parties entered into a Premarital Agreement, which is valid
2 and enforceable in all respects; that the parties entered into a Marital
3 Settlement Agreement resolving issues pertaining to each party's waiver of
4 alimony, the division of property, the allocation of debts, the confirmation
5 to each of their respective separate property, and all other issues relating
6 or incident to their marriage to each other, with the exception of the issues
7 addressed at trial on August 13, 2020 and September 4, 2020, and upon
8 which this Court has issued Orders herein; that the Marital Settlement
9 Agreement effectuated the terms of the parties' Premarital Agreement
10 except as otherwise agreed upon by the parties in the Marital Settlement
11 Agreement or as otherwise set forth herein; that a copy of the parties'
12 Marital Settlement Agreement has been submitted to the Court as a sealed
13 and confidential document, and the same shall remain a sealed document
14 in the Court's files; that the parties' said Marital Settlement Agreement is
15 merged and incorporated into this Decree as if the same were included in
16 its entirety in this Decree; that Plaintiff, JAMES W. VAHEY, is entitled to
17 an absolute Decree of Divorce from Defendant, MINH NGUYET
18 LUONG, on the grounds of incompatibility.

19 THE COURT FURTHER FINDS that the parties each have a
20 financial obligation to support their children. In the September 20, 2019
21 Decision and Order, the Court generally accepted the parties'
22 representations that neither party requested child support from the other
23 party, health insurance would be provided for the children, and the parties
24 would share equally in the children's expenses, including the children's
25 private school tuition and related expenses, all medical and dental expenses
26 not covered by health insurance, and all agreed upon extracurricular
27 activities. THE COURT FURTHER FINDS that the September 20, 2019
28 Decision and Order was not a final order concerning child support.

1 However, due to the parties' significant incomes, their abilities to support
2 the children, and their waivers of child support, there will not be an order
3 for one party to pay child support to the other party under NAC 425.005
4 et seq. THE COURT FURTHER FINDS that the parties' waivers to child
5 support do not violate public policy.

6 THE COURT FURTHER FINDS that JIM provides health insurance
7 for the parties' minor children and pays \$864.00 per month for said health
8 insurance. In the September 20, 2019 Decision and Order, the Court
9 ordered the parties to each provide health insurance for the children.
10 MINH does not provide health insurance for the children. Accordingly,
11 MINH's one-half ($\frac{1}{2}$) portion of the children's health insurance provided
12 by JIM is \$432.00 per month.

13 THE COURT FURTHER FINDS that MINH's one-half ($\frac{1}{2}$) portion
14 of the children's health insurance provided by JIM for the period of
15 January 2019 to September 2020 is \$8,771.00.

16 THE COURT FURTHER FINDS that, pursuant to Section VI(J) of
17 the parties' Premarital Agreement, the parties expressly agreed to eliminate
18 and forever waive any right either may have to receive an award of
19 alimony, spousal support, maintenance, or any other type of support,
20 whether it be temporary or permanent or periodic or lump sum after the
21 separation or divorce of the parties. THE COURT FURTHER FINDS that
22 since the parties' separation in January 2019, JIM has maintained health
23 insurance for MINH and MINH has refused to reimburse to JIM for the
24 monthly premiums JIM paid for such health insurance. THE COURT
25 FURTHER FINDS that MINH owes \$11,946.00 to JIM for the health
26 insurance premiums JIM has paid for MINH from January 2019 to
27 September 2020.

28 . . .

1 THE COURT FURTHER FINDS that MINH submitted an
2 appropriate reimbursement claim for \$4,000.00, which consists of
3 unreimbursed medical expenses, expenses for extracurricular activities, and
4 other expenses for the children paid for by MINH. THE COURT
5 FURTHER FINDS that JIM submitted an appropriate reimbursement
6 claim for \$16,059.00, which consists of the cost of the children's private
7 school tuition, unreimbursed medical expenses, expenses for extracurricular
8 activities, and other expenses for the children paid for by JIM.

9 THE COURT FURTHER FINDS that there is insufficient proof
10 regarding the \$20,000.00 spent on a dock for JIM's home for which
11 MINH requested reimbursement, including when the dock was installed
12 and how it was paid.

13 THE COURT FURTHER FINDS that there is insufficient proof
14 regarding the \$10,000.00 spent on an Acura for which MINH requested
15 reimbursement, including when it was purchased, how it was purchased,
16 how it was titled, whether it was purchased with each party's consent, and
17 whether it is owned free and clear.

18 THE COURT FURTHER FINDS that the ratio of capital investment
19 in the 529 accounts established by the parties for their children was
20 approximately 25% by JIM and 75% by MINH and her family members.
21 THE COURT FURTHER FINDS that the 529 accounts were established
22 during the marriage for the intended, sole purpose of providing resources
23 for the children's educations, and are held in MINH's name for the benefit
24 of the children. THE COURT FINDS that it is not dividing the 529
25 accounts based on any contract purportedly entered into by the parties or
26 pursuant to the parties' Premarital Agreement as it does not include any
27 provision regarding 529 accounts. THE COURT FURTHER FINDS that
28 MINH's claim that JIM's contribution to the 529 accounts was a gift to

1 MINH as her separate property is not accepted by the Court. THE
2 COURT FURTHER FINDS that it has discretion to apportion the 529
3 accounts, and dividing the 529 accounts pursuant to each party's capital
4 contributions is an appropriate and logical way to divide the 529 accounts.

5 THE COURT FURTHER FINDS that MINH demonstrated a settled
6 purpose by JIM to waive his right to enforce Section XVIII, "Income Tax
7 Return," of the parties' Premarital Agreement. JIM had a legal right to
8 enforce Section XVIII of the parties' Premarital Agreement for the 2014,
9 2015, 2016, and 2017 tax years, and JIM never made a demand
10 concerning those rights and his conduct is a legal bar to requesting the
11 Court to go back and enforce that provision. The timing of JIM's claim to
12 apportion the tax liabilities owed by each person for the 2014, 2015, 2016,
13 and 2017 tax years is unreasonably delayed, and MINH reasonably relied
14 on JIM's conduct. THE COURT FINDS that JIM is estopped from
15 asserting the division of tax liability claim.

16 THE COURT FURTHER FINDS that in regards to attorneys' fees,
17 the parties each have sufficient resources to pay their own attorneys' fees
18 and costs. THE COURT FURTHER FINDS that attorneys' fees pursuant
19 to NRS 18.010 are not warranted due to the Court's finding that neither
20 party pursued their claims or defenses unreasonably, without any legal
21 basis, or to harass or inappropriately advance claims. The parties brought
22 forth legitimate claims the Court needed to resolve.

23 Thus, with good cause appearing therefor, the Court hereby enters
24 the following Orders:

25 I. TERMINATION OF THE PARTIES' MARRIAGE

26 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the
27 bonds of matrimony heretofore and now existing between JIM and MINH
28 be dissolved, set aside, and forever held for naught, and that JIM be, and

1 he hereby is, awarded and decreed an absolute and final Decree of Divorce
2 from MINH, and that the parties, and each of them, is hereby restored to
3 the status of a single, unmarried person.

4 II. CHILD CUSTODY AND CHILD SUPPORT

5 A. LEGAL CUSTODY PROVISIONS

6 The parents shall have joint legal custody of the minor children,
7 which entails the following:

8 1. Each party shall consult and cooperate with the other in
9 substantial questions relating to educational programs, significant changes
10 in social environment, and health care of the children.

11 2. Each party shall have access to medical and school records
12 pertaining to their children and be permitted to independently consult
13 with any and all professionals involved with the children.

14 3. All schools and counselors for the children shall be selected
15 jointly by the parties. In the event the parties cannot agree to the selection
16 of a school, the children shall be maintained in the school then being
17 attended, pending mediation and/or the issuance of an appropriate Order
18 by the Court having appropriate jurisdiction over the issue.

19 4. All health care providers, including all psychological counselors
20 and mental health providers, for the children shall be selected jointly by
21 the parties.

22 5. Each party shall be empowered to obtain emergency health care
23 for the children without the consent of the other party. Each party shall
24 notify the other party as soon as reasonably possible as to any illness
25 requiring medical attention, or any emergency involving the children.

26 6. Both parties may participate in all activities involving any of
27 their children, including, but not limited to, such activities as open house,
28 attendance at all school and church activities and events, athletic events,

1 school plays, graduation ceremonies, school carnivals, and any other events
2 involving the children.

3 7. Each party shall provide the other party with the address and
4 telephone number at which the minor children reside, and to notify the
5 other party at least ten (10) days prior to any change of address and
6 provide the telephone number of such address change as soon as it is
7 assigned.

8 8. Each party shall provide the other party with a travel itinerary
9 and, whenever reasonably possible, telephone numbers at which the
10 children can be reached whenever the children will be away from that
11 party's home for a period of two (2) nights or more.

12 9. The parties shall encourage liberal communication between the
13 children and the other party. Each party shall be entitled to reasonable
14 telephone/FaceTime communication with the children, as well as
15 communicating with the children through or by any other form of
16 communication, including text messages and emails; and each party agrees
17 that he or she will not unreasonably interfere with the children's right to
18 privacy during any such telephone/FaceTime conversations and/or other
19 forms of communication. Each party agrees to be restrained, and is
20 restrained, from unreasonably interfering with the children's right to
21 privacy during such telephone conversations.

22 10. Neither party shall interfere with each child's right to transport
23 the child's clothing and personal belongings freely between the parties'
24 respective homes. Each party agrees that he or she will forthwith return to
25 the other party any such children's clothing and/or personal belonging
26 purchased by the other party.

27 11. Neither party shall disparage the other in the presence of the
28 children, nor shall either party make any comment of any kind that would

1 demean the other party in the eyes of the children. Additionally, each
2 party agrees to instruct their respective family and friends that no
3 disparaging remarks are to be made regarding the other party in the
4 presence of the children. The parties shall take all action necessary to
5 prevent such disparaging remarks from being made in the presence of the
6 children.

7 12. The parties further agree to communicate directly with each
8 other regarding the needs and well being of their children and each party
9 agrees not to use the children to communicate with the other party
10 regarding parental issues.

11 B. PHYSICAL CUSTODY

12 1. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
13 that, with the exception of the modification to the custody schedule,
14 holiday schedule, and child support orders as set forth herein, the Court's
15 September 20, 2019 Decision and Order is incorporated and merged into
16 this Decree of Divorce as though the same were set forth herein in full. In
17 this regard, the Court finds that MINH initially chose to move to Irvine,
18 California, without the children, as the Court addresses such option in the
19 Court's September 20, 2019 Decision and Order; however, during the trial
20 proceedings on August 13 and September 4, 2020, MINH testified that
21 she now intends to reside in Clark County, Nevada, during her custodial
22 time with the children. Thus, based on MINH's said testimony, IT IS
23 ORDERED, ADJUDGED, AND DECREED that JIM and MINH shall
24 have joint physical custody of their minor children, HANNAH VAHEY,
25 born March 19, 2009, MATTHEW VAHEY, born June 26, 2010, and
26 SELENA VAHEY, born April 4, 2014, and shall alternate custody on a
27 week on/week off basis from Friday at 9:00 a.m. to Friday at 9:00 a.m. as
28 . . .

1 the parties have been doing since April 23, 2020 pursuant to the Order
2 from April 22, 2020 Hearing, entered on June 1, 2020.

3 2. SUMMER BREAK FROM SCHOOL: IT IS FURTHER
4 ORDERED, ADJUDGED, AND DECREED that the parties shall equally
5 divide the children's summer vacation or intersession break. Presently, the
6 children's summer vacation or intersession break from school is ten (10)
7 weeks long. In order to ensure each party receives five (5) weeks of the
8 children's ten (10) week summer vacation or intersession break, one parent
9 will have custody of the children for the first week of summer vacation or
10 intersession break and one party will have the last week of summer
11 vacation or intersession break. The middle eight (8) weeks of the
12 children's summer vacation or intersession break shall be divided equally
13 into four (4) two week parts, which the parties shall alternate two (2)
14 weeks on/two (2) weeks off. Accordingly, the parent who has custody of
15 the children pursuant to the regular custody schedule on the children's last
16 week of school will also have the children for the first week of summer
17 vacation or intersession break. The parties will then alternate the eight (8)
18 weeks following the first week of summer vacation or intersession break on
19 a two (2) week on/two (2) week off basis. The parent who did not have the
20 children for the first week of summer will then have the children for the
21 last week of the summer vacation or intersession break until the Friday
22 before school begins, when the parties will resume the regular week
23 on/week off schedule. This ensures each parent receives five (5) weeks of
24 the children's ten (10) week summer vacation or intersession break.

25 3. CHRISTMAS VACATION OR WINTER BREAK: IT IS
26 FURTHER ORDERED, ADJUDGED, AND DECREED that JIM and
27 MINH shall share the children's Christmas or Winter break from school
28 (the "Winter Break") as follows:

1 a. The children's Winter Break shall be divided into two (2)
2 "approximately equal" time periods. The first time period shall begin on
3 the day the children get out of school for the Winter Break (at the time
4 school ends for the day), and shall end at noon on the day that is the
5 halfway point of the Winter Break. However, the parent entitled to have
6 the children for the first time period shall be entitled to have the children
7 for the entire Christmas Day (December 25th) until at least noon (12:00
8 p.m.) on December 26th (or until noon on the day the first time period
9 ends if such day is after December 26th). The second time period shall
10 begin at noon on the day the first time period ends, and it shall continue
11 until the day the children return to school (at the time school begins for
12 the day).

13 b. JIM and MINH shall alternate the time periods they have
14 with the children each year. During all odd numbered years, JIM shall
15 have the children during the first time period, and MINH shall have the
16 children during the second time period. During all even numbered years,
17 MINH shall have the children during the first time period, and JIM shall
18 have the children during the second time period.

19 4. THANKSGIVING: IT IS FURTHER ORDERED,
20 ADJUDGED, AND DECREED that every odd numbered year, MINH
21 shall have the children for the Thanksgiving holiday. During even
22 numbered years, JIM shall have the children for the Thanksgiving holiday.
23 Such vacation period shall begin on the day and at the time the children
24 get out of school for the Thanksgiving vacation from school, and continue
25 until the day and at the time the children are required to return to school
26 after Thanksgiving Day.

27 5. EASTER VACATION OR SPRING BREAK: IT IS FURTHER
28 ORDERED, ADJUDGED, AND DECREED that JIM shall have the

1 children during the entire period of the children's Easter or Spring break
2 vacation from school every odd numbered year. MINH shall have the
3 children for such vacation period every even numbered year. Such
4 vacation period shall start when the children get out of school to begin the
5 Easter or Spring break vacation, and shall continue until the day and at the
6 time the children are required to return to school after the Easter or Spring
7 break vacation.

8 6. FATHER'S DAY: IT IS FURTHER ORDERED, ADJUDGED,
9 AND DECREED that regardless of which parent is entitled to have the
10 children on the Sunday which is designated "Father's Day," JIM shall be
11 entitled to have the children from 9:00 a.m. on the Friday before Father's
12 Day (or at the time the children get out of school if the children are in
13 school on such Friday), until the following Monday morning at 9:00 a.m.

14 7. MOTHER'S DAY: IT IS FURTHER ORDERED, ADJUDGED,
15 AND DECREED that regardless of which parent is entitled to have the
16 children on the Sunday designated as "Mother's Day," MINH shall be
17 entitled to have the children from 9:00 a.m. on the Friday before Mother's
18 Day (or at the time the children get out of school if the children are in
19 school on such Friday), until the following Monday morning at 9:00 a.m.

20 8. CHILDREN'S BIRTHDAYS: IT IS FURTHER ORDERED,
21 ADJUDGED, AND DECREED that the parent entitled to have the
22 children on any particular day, based upon the above custody schedule,
23 shall continue to be so entitled to have the children on that particular day
24 even though it may be the birthday of one of the parties' children.

25 9. OTHER NATIONALLY AND STATE-OBSERVED
26 HOLIDAYS: IT IS FURTHER ORDERED, ADJUDGED, AND
27 DECREED that with respect to such nationally observed holidays and
28 holidays observed by the State of Nevada, such as Martin Luther King

1 Day, President's Day, Memorial Day, Labor Day, and any other such
2 holiday where the Monday of any particular week is observed as a national
3 or state holiday, and the Fourth of July, Columbus Day, and Veterans' Day
4 holidays, the parent who has the actual physical custody of the children
5 based upon the above custody schedule shall continue to be so entitled to
6 have the children on that particular day even though it may be such a
7 holiday.

8 10. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
9 that the physical custody provisions as they apply to both parents as set
10 forth above in subparagraphs A(2) through A(8) shall take precedence over
11 the alternating weekly custody schedule provided in subparagraph A(1).
12 At the conclusion of each of the holiday time periods set forth in
13 subparagraphs A(2) through A(8), the parties shall resume their alternating
14 weekly schedule as set forth in subsection A(1) as if the alternating weekly
15 schedule had not been interrupted by the holiday time period.

16 11. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
17 that in effectuating and implementing the aforementioned physical custody
18 arrangements, the parties shall exchange the children at the children's
19 school if the children are attending school at the time the exchange is to
20 occur or, if the children are not attending school, the parties shall exchange
21 the children at the Lake Las Vegas South Shore guard station.

22 C. CHILD SUPPORT

23 1. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
24 that based on the significant income of the parties and their ability to
25 support the children, neither party shall owe a child support obligation to
26 the other party under the child support provisions set forth in NAC
27 425.005 et seq.

28 . . .

1 2. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
2 that JIM shall continue to maintain health insurance for the minor
3 children. Each party shall be responsible for one-half ($\frac{1}{2}$) the cost of the
4 medical insurance JIM provides for the minor children. JIM currently pays
5 \$964.00 per month for the children's health insurance. Thus, MINH shall
6 pay to JIM \$432.00 per month for her one-half ($\frac{1}{2}$) portion of the
7 children's health insurance.

8 3. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
9 that the parties shall equally share the cost of all medical, surgical, dental,
10 orthodontic, psychological, and optical expenses of the minor children
11 which are not paid by any medical insurance covering the children. Each
12 party shall be responsible for the payment of his or her share of such
13 medical-related expenses, regardless of which party actually pays or incurs
14 such expense, and the party actually paying any such expense shall be
15 reimbursed by the other for his or her one-half ($\frac{1}{2}$) share of the same.
16 Within thirty (30) days from the date either party actually incurs and pays
17 for any such medical-related expense for any minor child, such party shall
18 provide the other party with the appropriate written verification of such
19 expense, and such party also shall provide written verification of his or her
20 actual payment of the same. Any such reimbursement required pursuant
21 to this Order shall be paid within thirty (30) days of the party's receipt of
22 the other party's written request for such reimbursement, which shall
23 include written verification of such expense having been incurred by the
24 other party. IT IS FURTHER ORDERED that each party's obligation to
25 pay such medical-related expenses (i.e., both the medical insurance and any
26 medical expenses not paid by such insurance) shall continue until each
27 child becomes legally emancipated or reaches the age of eighteen (18)
28 years, whichever first occurs; however, if the child for whom such support

1 is being paid has not been legally emancipated and is still attending high
2 school at the time of the child's 18th birthday, such child support shall
3 continue until the child graduates from high school or attains the age of
4 nineteen (19) years, whichever first occurs.

5 4. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
6 that each party shall be equally responsible for the cost of the children's
7 school tuition and expenses.

8 5. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
9 that given the parties' significant incomes, there will be no order for the
10 parties to equally share the cost of the children's extracurricular activities.
11 The parties may seek a Court order regarding any specific expense for the
12 children upon which they are unable to reach an agreement to share the
13 expense.

14 D. NOTICES

15 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, and
16 the parties are put on notice, that the following Nevada statutory
17 provisions apply to each party:

18 1. The provisions of NRS 125C.006, NRS 125C.0065, NRS
19 125C.007, and NRS 125C.0075 apply to each party. Specifically, such
20 Nevada statutory provisions provide as follows with respect to a parent's
21 desire to relocate with the minor children to a place outside the State of
22 Nevada or to a place within the State of Nevada that is at such a distance
23 that the relocation would substantially impair the ability of the other
24 parent to maintain a meaningful relationship with the minor children –
25 (these provisions do not apply to vacations planned by either parent):

26 **NRS 125C.006 Consent required from noncustodial**
27 **parent to relocate child when primary physical custody**
28 **established; petition for permission from court; attorney's**
fees and costs.

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

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

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

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

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

13 (b) For the purpose of harassing the custodial
14 parent.

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

17 **NRS 125C.0065 Consent required from non-**
18 **relocating parent to relocate child when joint physical**
19 **custody established; petition for primary physical custody;**
attorney's fees and costs.

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

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

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

28 ...

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

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

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

9 3. A parent who relocates with a child pursuant to this
10 section before the court enters an order granting the parent
11 primary physical custody of the child and permission to
12 relocate with the child is subject to the provisions of NRS
13 200.359.

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

16 1. In every instance of a petition for permission to
17 relocate with a child that is filed pursuant to NRS 125C.006 or
18 125C.0065, the relocating parent must demonstrate to the
19 court that:

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

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

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

27 2. If a relocating parent demonstrates to the court the
28 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;

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

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

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

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

18 **NRS 125C.0075 Unlawful relocation with child;
19 attorney's fees and costs. If a parent with primary
20 physical custody or joint physical custody relocates with
21 a child in violation of NRS 200.359.**

22 1. The court shall not consider any post-relocation
23 facts or circumstances regarding the welfare of the child or the
24 relocating parent in making any determination.

25 2. If the non-relocating parent files an action in
26 response to the violation, the non-relocating parent is entitled
27 to recover reasonable attorney's fees and costs incurred as a
28 result of the violation.

2. NRS 125C.0045(6) provides as follows with respect to either
parent's violation of this Court Order:

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

1 3. Pursuant to NRS 125C.0045(7) and (8), the terms of the
2 Hague Convention of October 25, 1980, adopted by the Fourteenth
3 Session of the Hague Conference on Private International Law, apply if a
4 parent abducts or wrongfully retains a child in a foreign country. The
5 Court finds and concludes that the minor children's habitual residence is
6 located in the County of Clark, State of Nevada, within the United States
7 of America. NRS 125C.0045(7) and (8) specifically provide as follows:

8 Section 7. In addition to the language required pursuant
9 to subsection 6, all orders authorized by this section must
10 specify that the terms of the Hague Convention of October 25,
11 1980, adopted by the 14th Session of the Hague Conference
12 on Private International Law, apply if a parent abducts or
13 wrongfully retains a child in a foreign country.

14 Section 8. If a parent of the child lives in a foreign
15 country or has significant commitments in a foreign country:

16 (a) The parties may agree, and the court shall
17 include in the order for custody of the child, that the United
18 States is the country of habitual residence of the child for the
19 purposes of applying the terms of the Hague Convention as set
20 forth in Subsection 7.

21 (b) Upon motion of one of the parties, the court
22 may order the parent to post a bond if the court determines
23 that the parent poses an imminent risk of wrongfully removing
24 or concealing the child outside the country of habitual
25 residence. The bond must be in an amount determined by the
26 court and may be used only to pay for the cost of locating the
27 child and returning the child to his or her habitual residence if
28 the child is wrongfully removed from or concealed outside the
country of habitual residence. The fact that a parent has
significant commitments in a foreign country does not create
a presumption that the parent poses an imminent risk of
wrongfully removing or concealing the child.

1 4. Pursuant to the terms of the Parental Kidnapping Prevention
2 Act, 28 U.S.C. § 1738A, and the Uniform Child Custody Jurisdiction and
3 Enforcement Act, NRS 125A.005, et seq., the courts of Nevada have
4 exclusive modification jurisdiction of the custody, visitation, and child
5 support terms relating to the child at issue in this case so long as either of
6 the parents, or the child, continue to reside in Nevada.

1 5. Pursuant to NRS 125.007, the parties are placed on notice that
2 the wages and commissions of the party responsible for paying support are
3 subject to assignment or withholding for the purpose of payment of the
4 foregoing obligation of support as provided in NRS 31A.025 through
5 31A.350, inclusive.

6 6. Pursuant to NRS 125B.095, if an installment of an obligation
7 to pay support for a child becomes delinquent in the amount owed for one
8 (1) month's support, a 10% per annum penalty must be added to the
9 delinquent amount. In this regard, NRS 125B.095 provides as follows:

10 **NRS 125B.095 Penalty for delinquent payment of**
11 **installment of obligation of support.**

12 1. Except as otherwise provided in this section and
13 NRS 125B.012, if an installment of an obligation to pay
14 support for a child which arises from the judgment of a court
15 becomes delinquent in the amount owed for 1 month's
16 support, a penalty must be added by operation of this section
17 to the amount of the installment. This penalty must be
18 included in a computation of arrearages by a court of this State
19 and may be so included in a judicial or administrative
20 proceeding of another state. A penalty must not be added to
21 the amount of the installment pursuant to this subsection if the
22 court finds that the employer of the responsible parent or the
23 district attorney or other public agency in this State that
24 enforces an obligation to pay support for a child caused the
25 payment to be delinquent.

26 2. The amount of the penalty is 10 percent per
27 annum, or portion thereof, that the installment remains
28 unpaid. Each district attorney or other public agency in this
State undertaking to enforce an obligation to pay support for
a child shall enforce the provisions of this section.

1 7. Pursuant to NRS 125B.140, if an installment of an obligation
2 to pay support for a child becomes delinquent, the Court will determine
3 interest upon the arrearages at a rate established pursuant to NRS 99.040,
4 from the time each amount became due. Interest will continue to accrue
5 on the amount ordered until it is paid, and additional attorney's fees must
6 be allowed if required for collection.

7 . . .

1 8. Pursuant to NRS 125B.145, the parties are placed on notice
2 that the Court's order for support will be reviewed by the Court at least
3 every three (3) years to determine whether the order should be modified.
4 The review will be conducted upon the filing of a request by (1) a parent
5 or legal guardian of the child; or (2) the Division of Welfare and
6 Supportive Services of the Department of Health and Human Services, its
7 designated representative or the District Attorney's Office, if the Division
8 of Welfare and Supportive Services or the District Attorney has
9 jurisdiction over the case. In this regard, NRS 125B.145 provides as
10 follows:

11 1. An order for the support of a child must, upon the
12 filing of a request for review by:

13 (a) The Division of Welfare and Supportive
14 Services of the Department of Health and Human Services, its
15 designated representative or the district attorney, if the
16 Division of Welfare and Supportive Services or the district
17 attorney has jurisdiction in the case; or

18 (b) A parent or legal guardian of the child, be
19 reviewed by the court at least every 3 years pursuant to this
20 section to determine whether the order should be modified or
21 adjusted. Each review conducted pursuant to this section must
22 be in response to a separate request.

23 2. If the court:

24 (a) Does not have jurisdiction to modify the
25 order, the court may forward the request to any court with
26 appropriate jurisdiction.

27 (b) Has jurisdiction to modify the order and,
28 taking into account the best interests of the child, determines
that modification or adjustment of the order is appropriate, the
court shall enter an order modifying or adjusting the previous
order for support in accordance with the requirements of NRS
125B.070 and 125B.080.

 3. The court shall ensure that:

 (a) Each person who is subject to an order for the
support of a child is notified, not less than once every 3 years,
that the person may request a review of the order pursuant to
this section; or

1 (b) An order for the support of a child includes
2 notification that each person who is subject to the order may
request a review of the order pursuant to this section.

3 4. An order for the support of a child may be reviewed
4 at any time on the basis of changed circumstances. For the
5 purposes of this subsection, a change of 20 percent or more in
6 the gross monthly income of a person who is subject to an
order for the support of a child shall be deemed to constitute
changed circumstances requiring a review for modification of
the order for the support of a child.

7 5. As used in this section:

8 (a) "Gross monthly income" has the meaning
9 ascribed to it in NRS 125B.070.

10 (b) "Order for the support of a child" means such
11 an order that was issued or is being enforced by a court of this
state.

12 9. The parties are put on notice that NAC 425.165 provides the
13 following:

14 NOTICE: If you want to adjust the amount of child support
15 established in this order, you MUST file a motion to modify
16 the order with or submit a stipulation to the court. If a motion
17 to modify the order is not filed or a stipulation is not
18 submitted, the child support obligation established in this
19 order will continue until such time as all children who are the
20 subject of this order reach 18 years of age or, if the youngest
child who is subject to this order is still in high school when he
or she reaches 18 years of age, when the child graduates from
high school or reaches 19 years of age, whichever comes first.
Unless the parties agree otherwise in a stipulation, any
modification made pursuant to a motion to modify the order
will be effective as of the date the motion was filed.

21 10. The parties shall provide the information required by NRS
22 125.130, NRS 125.230, and NRS 125B.055, on a separate form to be
23 submitted to the Court and the Division of Welfare and Supportive
24 Services of the Department of Health and Human Services ("Welfare
25 Division") within ten (10) days from the date the Court enters this Decree
26 of Divorce terminating the parties' marriage. The parties shall update such
27 information filed with the Court and the Welfare Division within ten (10)
28 days should any of the information required to be provided become

1 inaccurate. Specifically, at such times as set forth above, each party shall
2 provide the following information to the Court and the Welfare Division,
3 as required by NRS 125.130, NRS 125.230, and NRS 125B.055: (1) such
4 party's social security number; (2) such party's residential and mailing
5 address; (3) such party's telephone number; (4) such party's driver's
6 license number; (5) the name, address, and telephone number of such
7 party's employer; and (6) the social security number of each minor child.
8 Such information shall be maintained by the Clerk of the Court and the
9 Welfare Division in a confidential manner, and such information shall not
10 be made part of the public record.

11 III. MERGER OF MARITAL SETTLEMENT AGREEMENT

12 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
13 the parties' Marital Settlement Agreement be, and the same hereby is,
14 ratified, confirmed, and approved by this Court, and the same is
15 incorporated and merged into, and shall become a part of, this Decree of
16 Divorce as if the same were included in this Decree in its entirety.

17 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
18 the parties' Marital Settlement Agreement, a copy of which has been filed
19 with the Court as a sealed document, shall remain a sealed document in
20 the Court's files, and the same shall not be open to public inspection.

21 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
22 each party shall comply with each and every provision set forth in, and
23 perform all acts and obligations required by, the Marital Settlement
24 Agreement, under penalty of contempt.

25 IV. ADDITIONAL ORDERS

26 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
27 regarding each party's request for reimbursement for the payment of
28 expenses for the parties' children, MINH is entitled to reimbursement from

1 JIM in the amount of \$4,000.00 and JIM is entitled to reimbursement
2 from MINH in the amount of \$16,059.00. Accordingly, MINH shall pay
3 \$12,059.00 to JIM within sixty (60) days of September 4, 2020, and this
4 amount is reduced to judgment, shall accrue interest at the statutory rate,
5 and is collectible by all lawful means.

6 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
7 as and for her reimbursement to JIM of her one-half ($\frac{1}{2}$) portion of the
8 children's health insurance for the period of January 2019 to September
9 2020, MINH shall pay \$8,771.00 to JIM within sixty (60) days of
10 September 4, 2020, and this amount is reduced to judgment, shall accrue
11 interest at the statutory rate, and is collectible by all lawful means.

12 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
13 as and for her reimbursement to JIM for the cost of her health insurance
14 for the period of January 2019 to September 2020, MINH shall pay
15 \$11,946.00 to JIM within sixty (60) days of September 4, 2020, and this
16 amount is reduced to judgment, shall accrue interest at the statutory rate,
17 and is collectible by all lawful means.

18 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
19 the 529 accounts the parties established for their children shall each be
20 divided into two (2) separate accounts (529 accounts), with MINH having
21 one (1) such account in her name for the benefit of the children, and JIM
22 having the other account in his name for the benefit of the children. In
23 this regard, MINH shall be entitled to receive seventy five percent (75%)
24 of the monies currently held in the 529 accounts, and JIM shall receive the
25 remaining twenty five percent (25%) of the monies held in the 529
26 accounts. Such accounts shall be held by each party for the benefit of the
27 children and shall continue to be held by each party in trust for the child
28 for whom the account has been opened, and each party agrees to use the

monies held in each child's account for the benefit of the child's attainment of his or her post-high school education. The parties have a fiduciary responsibility to use the monies in the 529 accounts for the benefit of the children, and shall account to each other regarding the 529 accounts.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that MINH's request for reimbursement for any monies paid toward the Acura and the dock for JIM's home is denied for insufficient proof.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that JIM's request for the Court to apportion the payment of the parties' tax liabilities for the 2014, 2015, 2016, and 2017 tax years pursuant to the parties' Premarital Agreement and based on the tax liability owed by each party for that party's separate property is denied.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the parties shall pay their own respective attorneys' fees, experts' fees, and costs incurred in this matter.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Joint Preliminary Injunction entered in this matter is dissolved.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this matter will be kept in a confidential and sealed file in accordance with the Order of this Court entered on January 3, 2019.

DATED this ____ day of _____, 2020.

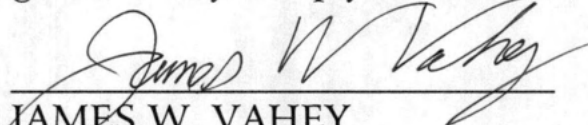
DISTRICT JUDGE

...

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...

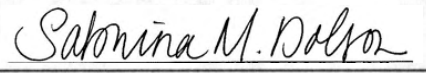
1 The parties to this action, JAMES W. VAHEY, Plaintiff, and MINH
2 NGUYET LUONG, Defendant, hereby STIPULATE AND AGREE to the
3 Court's entry of the Decree of Divorce set forth above, and each party
4 agrees to fully comply with the same.

5 
6 JAMES W. VAHEY
7 Plaintiff

MINH NGUYET LUONG
Defendant

8
9 Submitted by:
10 THE DICKERSON KARACSONYI
LAW GROUP

Approved as to form and content:
PAGE LAW FIRM

11 By 
12

By _____

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

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6930 South Cimarron Road #140
Las Vegas, Nevada 89113
Attorney for Defendant

18 Decree of Divorce (James W. Vahey v. Minh Nguyet Luong, Case No. D-18-581444-D)
19
20
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25
26
27
28

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

Sabrina Dolson

From: Sabrina Dolson
Sent: Monday, October 19, 2020 10:20 AM
To: Fred Page
Cc: Bob Dickerson; Edwardo Martinez
Subject: Vahey v. Luong
Attachments: Findings of Fact, Conclusions of Law, Order and Judgment.004.pdf; MSA.017 (10-18-20).pdf

Mr. Page:

Attached please find the proposed Marital Settlement Agreement and the proposed Findings of Fact, Conclusions of Law, and Decree of Divorce. Please let us know if Dr. Luong has any requested revisions. If Dr. Luong approves of the MSA and Decree of Divorce as is, please sign and return these documents so that we may submit same to the Court.

Best Regards,

Sabrina M. Dolson, Esq.

The Dickerson Karacsonyi Law Group
Telephone (702) 388-8600
Facsimile (702) 388-0210
1745 Village Center Circle
Las Vegas, Nevada 89134
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****Please note my email address has changed to sabrina@thedklawgroup.com**

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NOTICE REQUIRED BY IRS (IRS CIRCULAR 230 DISCLOSURE): As required by U.S. Treasury Regulations governing tax practice, you are hereby advised that any written tax advice contained herein was not written or intended to be used (and cannot be used) by any taxpayer for the purpose of avoiding penalties that may be imposed under the U.S. Internal Revenue Code.

1 **FFCL**
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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.

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

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

25 Dates and Times of Evidentiary Hearing:
26 August 13, 2020 at 9:00 a.m.
27 September 4, 2020 at 9:00 a.m.

28 This matter having come on regularly for trial before the Honorable Judge T. Arthur Ritchie, Jr.; Plaintiff, JAMES W. VAHEY ("JIM"), appearing via Blue Jeans with his attorneys, ROBERT P. DICKERSON, ESQ., and SABRINA M. DOLSON, ESQ., of THE DICKERSON KARACSONYI LAW GROUP; and Defendant, MINH NGUYET LUONG ("MINH"), appearing via Blue Jeans with her attorney, FRED PAGE, ESQ., of PAGE LAW FIRM. This divorce action is at issue upon JIM's Complaint for Divorce, MINH's Answer and Counterclaim for Divorce, and JIM's Reply to the Counterclaim. The cause having been submitted

1 for decision and judgment, and the Court having before it all the files,
2 pleadings, and papers in the action, having heard all the testimony and
3 examined the evidence offered by each party, being fully apprised in the
4 premises and being satisfied that the action has been duly and regularly
5 commenced, and good cause appearing therefor, the Court finds and
6 concludes as follows:

7 THE COURT HEREBY FINDS that it has complete jurisdiction in
8 the premises, both as to the subject matter of this divorce action and as to
9 the parties to this action; that for more than six (6) weeks before the
10 commencement of this action JIM was, has been, and is now an actual
11 bona fide resident and domiciliary of the State of Nevada, actually and
12 physically residing and being domiciled in Clark County, Nevada during
13 all of said period of time; that the parties have three (3) minor children the
14 issue of their marriage, namely, HANNAH VAHEY, born March 19, 2009,
15 MATTHEW VAHEY, born June 26, 2010, and SELENA VAHEY, born
16 April 4, 2014 (hereinafter sometimes collectively referred to as the
17 “children” and individually referred to as a “child”); that the parties have
18 no other minor children, including no adopted minor children, and MINH
19 is not now pregnant; that on August 8, 2019, September 5, 2019, and
20 September 11, 2019, the Court held an evidentiary hearing on the issues
21 of child custody and child support, and entered its Findings of Fact,
22 Conclusions of Law, and Decision and Order on September 20, 2019
23 (“September 20, 2019 Decision and Order”); that the Court’s said
24 September 20, 2019 Decision and Order is merged and incorporated into
25 this Decree as if the same were included in its entirety in this Decree, with
26 the exception of the child custody and child support orders that have been
27 modified as set forth herein; that both parties have completed the seminar
28 for separating parents as required by EDCR 5.302; that on or about June

1 14, 2006, the parties entered into a Premarital Agreement, which is valid
2 and enforceable in all respects; that the parties entered into a Marital
3 Settlement Agreement resolving issues pertaining to each party's waiver of
4 alimony, the division of property, the allocation of debts, the confirmation
5 to each of their respective separate property, and all other issues relating
6 or incident to their marriage to each other, with the exception of the issues
7 addressed at trial on August 13, 2020 and September 4, 2020, and upon
8 which this Court has issued Orders herein; that the Marital Settlement
9 Agreement effectuated the terms of the parties' Premarital Agreement
10 except as otherwise agreed upon by the parties in the Marital Settlement
11 Agreement or as otherwise set forth herein; that a copy of the parties'
12 Marital Settlement Agreement has been submitted to the Court for as a
13 sealed and confidential document, and the same shall remain a sealed
14 document in the Court's files; that the parties' said Marital Settlement
15 Agreement is merged and incorporated into this Decree as if the same were
16 included in its entirety in this Decree; that Plaintiff, JAMES W. VAHEY,
17 is entitled to an absolute Decree of Divorce from Defendant, MINH
18 NGUYET LUONG, on the grounds of incompatibility.

19 THE COURT FURTHER FINDS that the parties each have a
20 financial obligation to support their children. In the September 20, 2019
21 Decision and Order, the Court generally accepted the parties'
22 representations that neither party requested child support from the other
23 party, health insurance would be provided for the children, and the parties
24 would share equally in the children's expenses, including the children's
25 private school tuition and related expenses, all medical and dental expenses
26 not covered by health insurance, and all agreed upon extracurricular
27 activities. THE COURT FURTHER FINDS that the September 20, 2019
28 Decision and Order was not a final order concerning child support.

1 However, due to the parties' significant incomes, their abilities to support
2 the children, and their waivers of child support, there will not be an order
3 for one party to pay child support to the other party under NAC 425.005
4 et seq. THE COURT FURTHER FINDS that the parties' waivers to child
5 support do not violate public policy.

6 THE COURT FURTHER FINDS that JIM provides health insurance
7 for the parties' minor children and pays \$864.00 per month for said health
8 insurance. In the September 20, 2019 Decision and Order, the Court
9 ordered the parties to each provide health insurance for the children.
10 MINH does not provide health insurance for the children. Accordingly,
11 MINH's one-half ($\frac{1}{2}$) portion of the children's health insurance provided
12 by JIM is \$432.00 per month.

13 THE COURT FURTHER FINDS that MINH's one-half ($\frac{1}{2}$) portion
14 of the children's health insurance provided by JIM for the period of
15 January 2019 to September 2020 is \$8,771.00.

16 THE COURT FURTHER FINDS that, pursuant to Section VI(J) of
17 the parties' Premarital Agreement, the parties expressly agreed to eliminate
18 and forever waive any right either may have to receive an award of
19 alimony, spousal support, maintenance, or any other type of support,
20 whether it be temporary or permanent or periodic or lump sum after the
21 separation or divorce of the parties. THE COURT FURTHER FINDS that
22 since the parties' separation in January 2019, JIM has maintained health
23 insurance for MINH and MINH has refused to reimburse to JIM for the
24 monthly premiums JIM paid for such health insurance. THE COURT
25 FURTHER FINDS that MINH owes \$11,946.00 to JIM for the health
26 insurance premiums JIM has paid for MINH from January 2019 to
27 September 2020.

28 . . .

1 THE COURT FURTHER FINDS that MINH submitted an
2 appropriate reimbursement claim for \$4,000.00, which consists of
3 unreimbursed medical expenses, expenses for extracurricular activities, and
4 other expenses for the children paid for by MINH. THE COURT
5 FURTHER FINDS that JIM submitted an appropriate reimbursement
6 claim for \$16,059.00, which consists of the cost of the children's private
7 school tuition, unreimbursed medical expenses, expenses for extracurricular
8 activities, and other expenses for the children paid for by JIM.

9 THE COURT FURTHER FINDS that there is insufficient proof
10 regarding the \$20,000.00 spent on a dock for JIM's home for which
11 MINH requested reimbursement, including when the dock was installed
12 and how it was paid.

13 THE COURT FURTHER FINDS that there is insufficient proof
14 regarding the \$10,000.00 spent on an Acura for which MINH requested
15 reimbursement, including when it was purchased, how it was purchased,
16 how it was titled, whether it was purchased with each party's consent, and
17 whether it is owned free and clear.

18 THE COURT FURTHER FINDS that the ratio of capital investment
19 in the 529 accounts established by the parties for their children was
20 approximately 25% by JIM and 75% by MINH and her family members.
21 THE COURT FURTHER FINDS that the 529 accounts were established
22 during the marriage for the intended, sole purpose of providing resources
23 for the children's educations, and are held in MINH's name for the benefit
24 of the children. THE COURT FINDS that it is not dividing the 529
25 accounts based on any contract purportedly entered into by the parties or
26 pursuant to the parties' Premarital Agreement as it does not include any
27 provision regarding 529 accounts. THE COURT FURTHER FINDS that
28 MINH's claim that JIM's contribution to the 529 accounts was a gift to

1 MINH as her separate property is not accepted by the Court. THE
2 COURT FURTHER FINDS that it has discretion to apportion the 529
3 accounts, and dividing the 529 accounts pursuant to each party's capital
4 contributions is an appropriate and logical way to divide the 529 accounts.

5 THE COURT FURTHER FINDS that MINH demonstrated a settled
6 purpose by JIM to waive his right to enforce Section XVIII, "Income Tax
7 Return," of the parties' Premarital Agreement. JIM had a legal right to
8 enforce Section XVIII of the parties' Premarital Agreement for the 2014,
9 2015, 2016, and 2017 tax years, and JIM never made a demand
10 concerning those rights and his conduct is a legal bar to requesting the
11 Court to go back and enforce that provision. The timing of JIM's claim to
12 apportion the tax liabilities owed by each person for the 2014, 2015, 2016,
13 and 2017 tax years is unreasonably delayed, and MINH reasonably relied
14 on JIM's conduct. THE COURT FINDS that JIM is estopped from
15 asserting the division of tax liability claim.

16 THE COURT FURTHER FINDS that in regards to attorneys' fees,
17 the parties each have sufficient resources to pay their own attorneys' fees
18 and costs. THE COURT FURTHER FINDS that attorneys' fees pursuant
19 to NRS 18.010 are not warranted due to the Court's finding that neither
20 party pursued their claims or defenses unreasonably, without any legal
21 basis, or to harass or inappropriately advance claims. The parties brought
22 forth legitimate claims the Court needed to resolve.

23 Thus, with good cause appearing therefor, the Court hereby enters
24 the following Orders:

25 I. TERMINATION OF THE PARTIES' MARRIAGE

26 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the
27 bonds of matrimony heretofore and now existing between JIM and MINH
28 be dissolved, set aside, and forever held for naught, and that JIM be, and

1 he hereby is, awarded and decreed an absolute and final Decree of Divorce
2 from MINH, and that the parties, and each of them, is hereby restored to
3 the status of a single, unmarried person.

4 II. CHILD CUSTODY AND CHILD SUPPORT

5 A. PHYSICAL CUSTODY

6 1. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
7 that, with the exception of the modification to the custody schedule,
8 holiday schedule, and child support orders as set forth herein, the Court's
9 September 20, 2019 Decision and Order is incorporated and merged into
10 this Decree of Divorce as though the same were set forth herein in full. In
11 this regard, the Court finds that MINH initially chose to move to Irvine,
12 California, without the children, as the Court addresses such option in the
13 Court's September 20, 2019 Decision and Order; however, during the trial
14 proceedings on August 13 and September 4, 2020, MINH testified that
15 she now intends to reside in Clark County, Nevada, during her custodial
16 time with the children. Thus, based on MINH's said testimony, IT IS
17 ORDERED, ADJUDGED, AND DECREED that JIM and MINH shall
18 have joint physical custody of their minor children, HANNAH VAHEY,
19 born March 19, 2009, MATTHEW VAHEY, born June 26, 2010, and
20 SELENA VAHEY, born April 4, 2014, and shall alternate custody on a
21 week on/week off basis from Friday at 9:00 a.m. to Friday at 9:00 a.m. as
22 the parties have been doing since April 23, 2020 pursuant to the Order
23 from April 22, 2020 Hearing, entered on June 1, 2020.

24 2. SUMMER BREAK FROM SCHOOL: IT IS FURTHER
25 ORDERED, ADJUDGED, AND DECREED that during the children's
26 summer vacation or intersession break, the parties shall alternate custody
27 of the children every two (2) weeks. The two (2) week alternating schedule
28 shall begin with the party who is scheduled to have the children for their

1 last week of school. To begin the two (2) week alternating schedule, one
2 (1) additional week shall be added to the end of the party's custody week
3 that encompasses the children's last week of school, which will give that
4 party two (2) consecutive weeks to begin the two (2) week alternative
5 summer schedule. The purpose of beginning the two (2) week alternating
6 schedule with the parent who has custody of the children during their last
7 week of school is to ensure each parent receives five (5) weeks of the
8 children's ten (10) week summer vacation or intersession break.

9 3. CHRISTMAS VACATION OR WINTER BREAK: IT IS
10 FURTHER ORDERED, ADJUDGED, AND DECREED that JIM and
11 MINH shall share the children's Christmas or Winter break from school
12 (the "Winter Break") as follows:

13 a. The children's Winter Break shall be divided into two (2)
14 "approximately equal" time periods. The first time period shall begin on
15 the day the children get out of school for the Winter Break (at the time
16 school ends for the day), and shall end at noon on the day that is the
17 halfway point of the Winter Break. However, the parent entitled to have
18 the children for the first time period shall be entitled to have the children
19 for the entire Christmas Day (December 25th) until at least noon (12:00
20 p.m.) on December 26th (or until noon on the day the first time period
21 ends if such day is after December 26th). The second time period shall
22 begin at noon on the day the first time period ends, and it shall continue
23 until the day the children return to school (at the time school begins for
24 the day).

25 b. JIM and MINH shall alternate the time periods they have
26 with the children each year. During all odd numbered years, JIM shall
27 have the children during the first time period, and MINH shall have the
28 children during the second time period. During all even numbered years,

1 MINH shall have the children during the first time period, and JIM shall
2 have the children during the second time period.

3 4. THANKSGIVING: IT IS FURTHER ORDERED,
4 ADJUDGED, AND DECREED that every odd numbered year, MINH
5 shall have the children for the Thanksgiving holiday. During even
6 numbered years, JIM shall have the children for the Thanksgiving holiday.
7 Such vacation period shall begin on the day and at the time the children
8 get out of school for the Thanksgiving vacation from school, and continue
9 until the day and at the time the children are required to return to school
10 after Thanksgiving Day.

11 5. EASTER VACATION OR SPRING BREAK: IT IS FURTHER
12 ORDERED, ADJUDGED, AND DECREED that JIM shall have the
13 children during the entire period of the children's Easter or Spring break
14 vacation from school every odd numbered year. MINH shall have the
15 children for such vacation period every even numbered year. Such
16 vacation period shall start when the children get out of school to begin the
17 Easter or Spring break vacation, and shall continue until the day and at the
18 time the children are required to return to school after the Easter or Spring
19 break vacation.

20 6. FATHER'S DAY: IT IS FURTHER ORDERED, ADJUDGED,
21 AND DECREED that regardless of which parent is entitled to have the
22 children on the Sunday which is designated "Father's Day," JIM shall be
23 entitled to have the children from 9:00 a.m. on the Friday before Father's
24 Day (or at the time the children get out of school if the children are in
25 school on such Friday), until the following Monday morning at 9:00 a.m.

26 7. MOTHER'S DAY: IT IS FURTHER ORDERED, ADJUDGED,
27 AND DECREED that regardless of which parent is entitled to have the
28 children on the Sunday designated as "Mother's Day," MINH shall be

1 entitled to have the children from 9:00 a.m. on the Friday before Mother's
2 Day (or at the time the children get out of school if the children are in
3 school on such Friday), until the following Monday morning at 9:00 a.m.

4 8. CHILDREN'S BIRTHDAYS: IT IS FURTHER ORDERED,
5 ADJUDGED, AND DECREED that the parent entitled to have the
6 children on any particular day, based upon the above custody schedule,
7 shall continue to be so entitled to have the children on that particular day
8 even though it may be the birthday of one of the parties' children.

9 9. MARTIN LUTHER KING, JR. HOLIDAY: IT IS FURTHER
10 ORDERED, ADJUDGED, AND DECREED that JIM shall have the
11 children for the Martin Luther King, Jr. Holiday every odd numbered year,
12 and MINH shall have the children for such Holiday every even numbered
13 year. The parties recognize that the Martin Luther King Jr. Holiday is
14 observed on the third Monday of January each year, and the Holiday shall
15 begin upon the children's release from school prior to the Monday on
16 which the Holiday is observed and shall continue until the day and at the
17 time the children are required to return to school after the Holiday is
18 observed.

19 10. PRESIDENTS' DAY HOLIDAY: IT IS FURTHER ORDERED,
20 ADJUDGED, AND DECREED that MINH shall have the children for the
21 Presidents' Day Holiday every odd numbered year, and JIM shall have the
22 children for such Holiday every even numbered year. The parties
23 recognize that the Presidents' Day Holiday is observed on the third
24 Monday of February each year, and the Holiday shall begin upon the
25 children's release from school prior to the Monday on which the Holiday
26 is observed and shall continue until the day and at the time the children
27 are required to return to school after the Holiday is observed.

28 . . .

1 11. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
2 that the physical custody provisions as they apply to both parents as set
3 forth above in subparagraphs A(2) through A(10) shall take precedence
4 over the alternating weekly custody schedule provided in subparagraph
5 A(1). At the conclusion of each of the holiday time periods set forth in
6 subparagraphs A(2) through A(10), the parties shall resume their
7 alternating weekly schedule as set forth in subsection A(1) as if the
8 alternating weekly schedule had not been interrupted by the holiday time
9 period.

10 12. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
11 that in effectuating and implementing the aforementioned physical custody
12 arrangements, the parties shall exchange the children at the children's
13 school if the children are attending school at the time the exchange is to
14 occur or, if the children are not attending school, the parties shall exchange
15 the children at the Lake Las Vegas South Shore guard station of JIM's
16 home.

17 B. CHILD SUPPORT

18 1. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
19 that based on the significant income of the parties and their ability to
20 support the children, neither party shall owe a child support obligation to
21 the other party under the child support provisions set forth in NAC
22 425.005 et seq.

23 2. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
24 that JIM shall continue to maintain health insurance for the minor
25 children. Each party shall be responsible for one-half ($\frac{1}{2}$) the cost of the
26 medical insurance JIM provides for the minor children. JIM currently pays
27 \$964.00 per month for the children's health insurance. Thus, MINH shall
28 . . .

1 pay to JIM \$432.00 per month for her one-half (1/2) portion of the
2 children's health insurance.

3 3. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
4 that the parties shall equally share the cost of all medical, surgical, dental,
5 orthodontic, psychological, and optical expenses of the minor children
6 which are not paid by any medical insurance covering the children. Each
7 party shall be responsible for the payment of his or her share of such
8 medical-related expenses, regardless of which party actually pays or incurs
9 such expense, and the party actually paying any such expense shall be
10 reimbursed by the other for his or her one-half (1/2) share of the same.
11 Within thirty (30) days from the date either party actually incurs and pays
12 for any such medical-related expense for any minor child, such party shall
13 provide the other party with the appropriate written verification of such
14 expense, and such party also shall provide written verification of his or her
15 actual payment of the same. Any such reimbursement required pursuant
16 to this Order shall be paid within thirty (30) days of the party's receipt of
17 the other party's written request for such reimbursement, which shall
18 include written verification of such expense having been incurred by the
19 other party. IT IS FURTHER ORDERED that each party's obligation to
20 pay such medical-related expenses (i.e., both the medical insurance and any
21 medical expenses not paid by such insurance) shall continue until each
22 child becomes legally emancipated or reaches the age of eighteen (18)
23 years, whichever first occurs; however, if the child for whom such support
24 is being paid has not been legally emancipated and is still attending high
25 school at the time of the child's 18th birthday, such child support shall
26 continue until the child graduates from high school or attains the age of
27 nineteen (19) years, whichever first occurs.

28 . . .

1 4. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
2 that each party shall be equally responsible for the cost of the children's
3 school tuition and expenses.

4 5. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
5 that given the parties' significant incomes, there will be no order for the
6 parties to equally share the cost of the children's extracurricular activities.
7 The parties may seek a Court order regarding any specific expense for the
8 children upon which they are unable to reach an agreement to share the
9 expense.

10 C. NOTICES

11 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, and
12 the parties are put on notice, that the following Nevada statutory
13 provisions apply to each party:

14 1. The provisions of NRS 125C.006, NRS 125C.0065, NRS
15 125C.007, and NRS 125C.0075 apply to each party. Specifically, such
16 Nevada statutory provisions provide as follows with respect to a parent's
17 desire to relocate with the minor children to a place outside the State of
18 Nevada or to a place within the State of Nevada that is at such a distance
19 that the relocation would substantially impair the ability of the other
20 parent to maintain a meaningful relationship with the minor children –
21 (these provisions do not apply to vacations planned by either parent):

22 **NRS 125C.006 Consent required from noncustodial**
23 **parent to relocate child when primary physical custody**
24 **established; petition for permission from court; attorney's**
25 **fees and costs.**

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

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

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

6 2. The court may award reasonable attorney's fees and
7 costs to the custodial parent if the court finds that the
8 noncustodial parent refused to consent to the custodial
9 parent's relocation with the child:

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

12 (b) For the purpose of harassing the custodial
13 parent.

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

18 **NRS 125C.0065 Consent required from non-**
19 **relocating parent to relocate child when joint physical**
20 **custody established; petition for primary physical custody;**
21 **attorney's fees and costs.**

22 1. If joint physical custody has been established
23 pursuant to an order, judgment or decree of a court and one
24 parent intends to relocate his or her residence to a place
25 outside of this State or to a place within this State that is at
26 such a distance that would substantially impair the ability of
27 the other parent to maintain a meaningful relationship with the
28 child, and the relocating parent desires to take the child with
him or her, the relocating parent shall, before relocating:

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

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

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

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

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

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

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

6 1. In every instance of a petition for permission to
7 relocate 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
11 the move, and the move is not intended to deprive the non-
12 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
16 benefit 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 interests
22 of the child, the relocating parent and the non-relocating
23 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
28 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

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

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

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

9 **NRS 125C.0075 Unlawful relocation with child;**
10 **attorney's fees and costs. If a parent with primary**
11 **physical custody or joint physical custody relocates with**
12 **a child in violation of NRS 200.359.**

13 1. The court shall not consider any post-relocation
14 facts or circumstances regarding the welfare of the child or the
15 relocating parent in making any determination.

16 2. If the non-relocating parent files an action in
17 response to the violation, the non-relocating parent is entitled
18 to recover reasonable attorney's fees and costs incurred as a
19 result of the violation.

20 2. NRS 125C.0045(6) provides as follows with respect to either
21 parent's violation of this Court Order:

22 PENALTY FOR VIOLATION OF ORDER: THE
23 ABDUCTION, CONCEALMENT OR DETENTION OF A
24 CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE
25 AS A CATEGORY D FELONY AS PROVIDED IN NRS
26 193.130. NRS 200.359 provides that every person having a
27 limited right of custody to a child or any parent having no right
28 of custody to the child who willfully detains, conceals or
removes the child from a parent, guardian or other person
having lawful custody or a right of visitation of the child in
violation of an order of this court, or removes the child from
the jurisdiction of the court without the consent of either the
court or all persons who have the right to custody or visitation
is subject to being punished for a category D felony as provided
in NRS 193.130.

3. Pursuant to NRS 125C.0045(7) and (8), the terms of the
Hague Convention of October 25, 1980, adopted by the Fourteenth
Session of the Hague Conference on Private International Law, apply if a
parent abducts or wrongfully retains a child in a foreign country. The
Court finds and concludes that the minor children's habitual residence is

1 located in the County of Clark, State of Nevada, within the United States
2 of America. NRS 125C.0045(7) and (8) specifically provide as follows:

3 Section 7. In addition to the language required pursuant
4 to subsection 6, all orders authorized by this section must
5 specify that the terms of the Hague Convention of October 25,
6 1980, adopted by the 14th Session of the Hague Conference
7 on Private International Law, apply if a parent abducts or
8 wrongfully retains a child in a foreign country.

9 Section 8. If a parent of the child lives in a foreign
10 country or has significant commitments in a foreign country:

11 (a) The parties may agree, and the court shall
12 include in the order for custody of the child, that the United
13 States is the country of habitual residence of the child for the
14 purposes of applying the terms of the Hague Convention as set
15 forth in Subsection 7.

16 (b) Upon motion of one of the parties, the court
17 may order the parent to post a bond if the court determines
18 that the parent poses an imminent risk of wrongfully removing
19 or concealing the child outside the country of habitual
20 residence. The bond must be in an amount determined by the
21 court and may be used only to pay for the cost of locating the
22 child and returning the child to his or her habitual residence if
23 the child is wrongfully removed from or concealed outside the
24 country of habitual residence. The fact that a parent has
25 significant commitments in a foreign country does not create
26 a presumption that the parent poses an imminent risk of
27 wrongfully removing or concealing the child.

28 4. Pursuant to the terms of the Parental Kidnapping Prevention
Act, 28 U.S.C. § 1738A, and the Uniform Child Custody Jurisdiction and
Enforcement Act, NRS 125A.005, et seq., the courts of Nevada have
exclusive modification jurisdiction of the custody, visitation, and child
support terms relating to the child at issue in this case so long as either of
the parents, or the child, continue to reside in Nevada.

 5. Pursuant to NRS 125.007, the parties are placed on notice that
the wages and commissions of the party responsible for paying support are
subject to assignment or withholding for the purpose of payment of the
foregoing obligation of support as provided in NRS 31A.025 through
31A.350, inclusive.

6. Pursuant to NRS 125B.095, if an installment of an obligation to pay support for a child becomes delinquent in the amount owed for one (1) month's support, a 10% per annum penalty must be added to the delinquent amount. In this regard, NRS 125B.095 provides as follows:

NRS 125B.095 Penalty for delinquent payment of installment of obligation of support.

1. Except as otherwise provided in this section and NRS 125B.012, if an installment of an obligation to pay support for a child which arises from the judgment of a court becomes delinquent in the amount owed for 1 month's support, a penalty must be added by operation of this section to the amount of the installment. This penalty must be included in a computation of arrearages by a court of this State and may be so included in a judicial or administrative proceeding of another state. A penalty must not be added to the amount of the installment pursuant to this subsection if the court finds that the employer of the responsible parent or the district attorney or other public agency in this State that enforces an obligation to pay support for a child caused the payment to be delinquent.

2. The amount of the penalty is 10 percent per annum, or portion thereof, that the installment remains unpaid. Each district attorney or other public agency in this State undertaking to enforce an obligation to pay support for a child shall enforce the provisions of this section.

7. Pursuant to NRS 125B.140, if an installment of an obligation to pay support for a child becomes delinquent, the Court will determine interest upon the arrearages at a rate established pursuant to NRS 99.040, from the time each amount became due. Interest will continue to accrue on the amount ordered until it is paid, and additional attorney's fees must be allowed if required for collection.

8. Pursuant to NRS 125B.145, the parties are placed on notice that the Court's order for support will be reviewed by the Court at least every three (3) years to determine whether the order should be modified. The review will be conducted upon the filing of a request by (1) a parent or legal guardian of the child; or (2) the Division of Welfare and Supportive Services of the Department of Health and Human Services, its

1 designated representative or the District Attorney's Office, if the Division
2 of Welfare and Supportive Services or the District Attorney has
3 jurisdiction over the case. In this regard, NRS 125B.145 provides as
4 follows:

5 1. An order for the support of a child must, upon the
6 filing of a request for review by:

7 (a) The Division of Welfare and Supportive
8 Services of the Department of Health and Human Services, its
9 designated representative or the district attorney, if the
10 Division of Welfare and Supportive Services or the district
11 attorney has jurisdiction in the case; or

12 (b) A parent or legal guardian of the child, be
13 reviewed by the court at least every 3 years pursuant to this
14 section to determine whether the order should be modified or
15 adjusted. Each review conducted pursuant to this section must
16 be in response to a separate request.

17 2. If the court:

18 (a) Does not have jurisdiction to modify the
19 order, the court may forward the request to any court with
20 appropriate jurisdiction.

21 (b) Has jurisdiction to modify the order and,
22 taking into account the best interests of the child, determines
23 that modification or adjustment of the order is appropriate, the
24 court shall enter an order modifying or adjusting the previous
25 order for support in accordance with the requirements of NRS
26 125B.070 and 125B.080.

27 3. The court shall ensure that:

28 (a) Each person who is subject to an order for the
support of a child is notified, not less than once every 3 years,
that the person may request a review of the order pursuant to
this section; or

 (b) An order for the support of a child includes
notification that each person who is subject to the order may
request a review of the order pursuant to this section.

 4. An order for the support of a child may be reviewed
at any time on the basis of changed circumstances. For the
purposes of this subsection, a change of 20 percent or more in
the gross monthly income of a person who is subject to an
order for the support of a child shall be deemed to constitute
changed circumstances requiring a review for modification of
the order for the support of a child.

1 5. As used in this section:

2 (a) “Gross monthly income” has the meaning
3 ascribed to it in NRS 125B.070.

4 (b) “Order for the support of a child” means such
5 an order that was issued or is being enforced by a court of this
6 state.

7 9. The parties shall provide the information required by NRS
8 125.130, NRS 125.230, and NRS 125B.055, on a separate form to be
9 submitted to the Court and the Division of Welfare and Supportive
10 Services of the Department of Health and Human Services (“Welfare
11 Division”) within ten (10) days from the date the Court enters this Decree
12 of Divorce terminating the parties’ marriage. The parties shall update such
13 information filed with the Court and the Welfare Division within ten (10)
14 days should any of the information required to be provided become
15 inaccurate. Specifically, at such times as set forth above, each party shall
16 provide the following information to the Court and the Welfare Division,
17 as required by NRS 125.130, NRS 125.230, and NRS 125B.055: (1) such
18 party’s social security number; (2) such party’s residential and mailing
19 address; (3) such party’s telephone number; (4) such party’s driver’s
20 license number; (5) the name, address, and telephone number of such
21 party’s employer; and (6) the social security number of each minor child.
22 Such information shall be maintained by the Clerk of the Court and the
23 Welfare Division in a confidential manner, and such information shall not
24 be made part of the public record.

25 III. MERGER OF MARITAL SETTLEMENT AGREEMENT

26 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
27 the parties’ Marital Settlement Agreement be, and the same hereby is,
28 ratified, confirmed, and approved by this Court, and the same is
29 . . .

1 incorporated and merged into, and shall become a part of, this Decree of
2 Divorce as if the same were included in this Decree in its entirety.

3 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
4 the parties' Marital Settlement Agreement, a copy of which has been filed
5 with the Court as a sealed document, shall remain a sealed document in
6 the Court's files, and the same shall not be open to public inspection.

7 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
8 each party shall comply with each and every provision set forth in, and
9 perform all acts and obligations required by, the Marital Settlement
10 Agreement, under penalty of contempt.

11 IV. ADDITIONAL ORDERS

12 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
13 regarding each party's request for reimbursement for the payment of
14 expenses for the parties' children, MINH is entitled to reimbursement from
15 JIM in the amount of \$4,000.00 and JIM is entitled to reimbursement
16 from MINH in the amount of \$16,059.00. Accordingly, MINH shall pay
17 \$12,059.00 to JIM within sixty (60) days of September 4, 2020, and this
18 amount is reduced to judgment, shall accrue interest at the statutory rate,
19 and is collectible by all lawful means.

20 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
21 as and for her reimbursement to JIM of her one-half ($\frac{1}{2}$) portion of the
22 children's health insurance for the period of January 2019 to September
23 2020, MINH shall pay \$8,771.00 to JIM within sixty (60) days of
24 September 4, 2020, and this amount is reduced to judgment, shall accrue
25 interest at the statutory rate, and is collectible by all lawful means.

26 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
27 as and for her reimbursement to JIM for the cost of her health insurance
28 for the period of January 2019 to September 2020, MINH shall pay

1 \$11,946.00 to JIM within sixty (60) days of September 4, 2020, and this
2 amount is reduced to judgment, shall accrue interest at the statutory rate,
3 and is collectible by all lawful means.

4 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
5 the 529 accounts the parties established for their children shall each be
6 divided into two (2) separate accounts (529 accounts), with MINH having
7 one (1) such account in her name for the benefit of the children, and JIM
8 having the other account in his name for the benefit of the children. In
9 this regard, MINH shall be entitled to receive seventy five percent (75%)
10 of the monies currently held in the 529 accounts, and JIM shall receive the
11 remaining twenty five percent (25%) of the monies held in the 529
12 accounts. Such accounts shall be held by each party for the benefit of the
13 children and shall continue to be held by each party in trust for the child
14 for whom the account has been opened, and each party agrees to use the
15 monies held in each child's account for the benefit of the child's
16 attainment of his or her post-high school education. The parties have a
17 fiduciary responsibility to use the monies in the 529 accounts for the
18 benefit of the children, and shall account to each other regarding the 529
19 accounts.

20 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
21 MINH's request for reimbursement for any monies paid toward the Acura
22 and the dock for JIM's home is denied for insufficient proof.

23 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
24 JIM's request for the Court to apportion the payment of the parties' tax
25 liabilities for the 2014, 2015, 2016, and 2017 tax years pursuant to the
26 parties' Premarital Agreement and based on the tax liability owed by each
27 party for that party's separate property is denied.

28 . . .

1 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
2 the parties shall pay their own respective attorneys' fees, experts' fees, and
3 costs incurred in this matter.

4 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
5 the Joint Preliminary Injunction entered in this matter is dissolved.

6 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
7 this matter will be kept in a confidential and sealed file in accordance with
8 the Order of this Court entered on January 3, 2019.

9 DATED this ____ day of _____, 2020.

10

11

DISTRICT JUDGE _____

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1 The parties to this action, JAMES W. VAHEY, Plaintiff, and MINH
2 NGUYET LUONG, Defendant, hereby STIPULATE AND AGREE to the
3 Court's entry of the Decree of Divorce set forth above, and each party
4 agrees to fully comply with the same.

5
6 JAMES W. VAHEY
7 Plaintiff

MINH NGUYET LUONG
Defendant

8
9 Submitted by:
10 THE DICKERSON KARACSONYI
LAW GROUP

Approved as to form and content:
PAGE LAW FIRM

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

By _____
FRED PAGE, ESQ.
Nevada Bar No. 006080
6930 South Cimarron Road #140
Las Vegas, Nevada 89113
Attorney for Defendant

18 Decree of Divorce (James W. Vahey v. Minh Nguyet Luong, Case No. D-18-581444-D)
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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into on the ____ day of _____, 2020, by and between MINH NGUYET LUONG (“MINH”) and JAMES W. VAHEY (“JIM”). JIM and MINH sometimes will be collectively referred to in this Agreement as the “parties,” and individually may be referred to as a “party.”

W I T N E S S E T H:

WHEREAS, the parties to this Agreement were married on July 8, 2006, in Henderson, Nevada, and ever since such date have been and now are married to each other;

WHEREAS, on or about June 14, 2006, approximately three (3) weeks prior to the parties’ marriage, the parties entered into a Premarital Agreement (the “Premarital Agreement”);

WHEREAS, the parties, and each of them, acknowledge and agree that the said Premarital Agreement is a valid and binding agreement between the parties;

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

WHEREAS, as a consequence of disputes and numerous differences, divorce proceedings have been initiated in the Eighth Judicial District Court of the State of Nevada, in and for the County of Clark (the “Court”), for the purpose of terminating their marriage;

WHEREAS, the parties have separated and presently are living separate and apart from each other, and have been since January 2019;

WHEREAS, except as otherwise provided in this Agreement, it is the mutual wish and desire of the parties that a full and final adjustment and settlement of their property

rights, interests, and claims against each other be had, settled, and determined at the present time by this integrated Agreement; and all questions concerning the support of the parties, with the parties releasing and forever discharging each other from any liability for alimony, spousal support, and maintenance (collectively referred to in this Agreement as “alimony”), also be settled and determined in finality at this time;

WHEREAS, this Agreement shall be subject to the approval and order of the Court in the divorce action involving the parties currently pending in the Eighth Judicial District Court of Nevada, County of Clark, Case No. D-18-581444-D (the “Court”);

WHEREAS, the parties have agreed to submit certain issues to Court and a trial on those issues was conducted on August 13, 2020, and September 4, 2020; and

WHEREAS, at the conclusion of the trial on September 4, 2020, the Court orally stated its findings of facts, conclusions of law, and decision and orders on the issues the parties submitted to the Court; and

WHEREAS, the Court’s findings of fact, conclusions of law, and decisions and orders on such issues are included in the Decree of Divorce the parties will be submitting to the Court with this Agreement; and

WHEREAS, the Decree of Divorce being submitted to the Court resolves parties’ dispute over the contested issues submitted to the Court, as well as the Court’s final orders on all child custody and child support issues previously submitted to the Court, as set forth in the Court’s interlocutory Child Custody/Support Order entered on September 20, 2019, as referenced in Section II of this Agreement.

NOW, THEREFORE, in consideration of the foregoing facts and the mutual agreements and covenants contained in this Agreement, it is covenanted, agreed, and promised by each party hereto as follows:

...
...
...

I.

ACKNOWLEDGMENT OF RECITALS

The parties acknowledge, warrant, represent, and agree that the recitals set forth on pages one and two of this Agreement are true and correct, and the same are incorporated in this Section I as though the same are repeated in this Section in full.

II.

CHILD CUSTODY AND CHILD SUPPORT

On September 20, 2019, the Court entered its Findings of Fact, Conclusions of Law, Decision and Order (the “Court’s Child Custody/Support Order”), a copy of which is attached to this Agreement as **Exhibit A**. The parties understand and agree that the said Child Custody/Support Order is an interlocutory Order of the Court, and the Decree of Divorce being submitted to the Court sets out the Court’s final orders with respect to the child custody and child support issues.

JIM and MINH agree that MINH shall be entitled to claim the minor child, Hannah, as a dependent each year for any tax benefits, and JIM shall be entitled to claim the minor child, Matthew, as a dependent each year for any tax benefits. Until such time as MINH is no longer able to claim Hannah as a dependent, the parties shall alternate claiming the minor child, Selena, as a dependent. JIM shall be entitled to claim Selena in odd-numbered years, and MINH shall be entitled to claim Selena in even-numbered years. At such time MINH is no longer able to claim Hannah as a dependent, MINH shall claim Selena as a dependent. At such time JIM is no longer able to claim Matthew as a dependent, the parties shall alternate claiming the minor child, Selena, as a dependent. JIM shall be entitled to claim Selena as a dependent in odd-numbered years, and MINH shall be entitled to claim Selena as a dependent in even-numbered years. Each party agrees to execute such documentation as may be required by the Internal Revenue Service of the Treasury Department of the United States, or any other state or federal governmental agency, specifically including IRS Form 8332,

required to evidence and/or effectuate the other party's entitlement to any such dependency exemption to which he or she is entitled pursuant to this subparagraph, and the same shall be delivered to the other party during or before the January immediately following the calendar tax year in question.

III.

WAIVER OF ALIMONY

JIM and MINH agree that they each forever waive any right or claim he or she may have, now or at any time in the future, to receive alimony from the other, whether for the present time, for any time in the future, or for any time in the past. The parties expressly agree that neither party is in need of alimony from the other.

IV.

CONFIRMATION OF EACH PARTY'S SEPARATE PROPERTY AND DEBT

A. The parties acknowledge and agree that, pursuant to the terms of their Premarital Agreement, the parties have no community or jointly owned property, nor do they have any community or joint debt. The parties further acknowledge and agree that all property held in JIM's name, as well as all his personal property in his possession, is JIM's sole and separate property, and all debt owed by JIM is his separate debt. Similarly, except as the Court has ordered with respect to the 529 accounts opened during the parties' marriage for the benefit of the parties' children, the parties also acknowledge and agree that all property held in MINH's name, as well as all her personal property in her possession, is MINH's sole and separate property, and all debt owed by MINH is her separate debt.

B. The parties further acknowledge that JIM's sole and separate debt, secured by his property, includes two (2) promissory notes in favor of MINH, which combined balances were originally \$1,590,760.81 (the "MINH Promissory Notes"). Nothing in this agreement shall be interpreted or construed as a release of JIM's continuing obligations to MINH under the MINH Promissory Notes. MINH is still entitled to her

prioritized collateral on JIM's assets to secure payment of those obligations, which shall also survive the Decree in this matter.

C. As noted in subparagraph B of this Section IV, JIM currently owes to MINH and/or Luong Investments, LLC, and shall continue to owe until paid in full, the remaining balance on that certain *Forbearance Agreement* dated December 31, 2017. The original New Note Balance, incident to this *Forbearance Agreement*, was \$890,760.81. The parties agree that interest and principal payments shall continue to be due and owing from JIM to MINH and shall survive the Decree of Divorce as a sole and separate obligation of JIM and his business entities. Additionally, JIM individually, and as trustee of the Via Mira Monte Trust, owes MINH and Luong Investments, LLC, the balance remaining on that certain *Promissory Note* dated July 26, 2017, which original balance was \$700,000.00. The parties agree that interest and principal payments shall continue to be due and owing from JIM and MINH and shall survive the Decree of Divorce as a sole and separate obligation of JIM and his business entities. All terms and conditions of the *Forbearance Agreement* dated December 31, 2017, and the Promissory Note dated July 26, 2017, shall continue to govern.

D. MINH'S REVOCABLE TRUST AND HER FAMILY PROTECTION TRUST: The parties acknowledge and agree that, during the parties' marriage, MINH created two (2) separate trusts, namely, (1) MNL Revocable Trust, and (2) MNL Family Protection Trust (collectively, "MINH's Trusts"). The parties further acknowledge and agree that all the assets held in each such trust was MINH's sole and separate property at the time she conveyed such property to the trust. JIM acknowledges and agrees that he has no interest in any property held in either of MINH's Trusts. Additionally, to the extent JIM is named in either of MINH's Trusts, including any reference to him as MINH's "spouse," whether as a beneficiary, trustee, successor trustee, or in any other respect, JIM relinquishes and waives any and all rights, claims, and benefits he may have under MINH's Trusts. The parties agree that any reference in either of MINH's Trusts

to her “spouse” shall not be a reference to JIM, and JIM waives any rights, interests, or claims he may have as MINH’s spouse.

E. JIM’S REVOCABLE TRUST AND HIS FAMILY PROTECTION TRUST:

The parties acknowledge and agree that, during the parties’ marriage, JIM created two (2) separate trusts, namely, (1) JWV Revocable Trust, and (2) JWV Family Protection Trust (collectively, “JIM’s Trusts”). The parties further acknowledge and agree that all the assets held in each such trust was JIM’s sole and separate property at the time he conveyed such property to the trust. MINH acknowledges and agrees that she has no interest in any property held in either of JIM’s Trusts. Additionally, to the extent MINH is named in either of JIM’s Trusts, including any reference to her as JIM’s “spouse,” whether as a beneficiary, trustee, successor trustee, or in any other respect, MINH relinquishes and waives any and all rights, claims, and benefits she may have under JIM’s Trusts. The parties agree that any reference in either of JIM’s Trusts to his “spouse” shall not be a reference to MINH, and MINH waives any rights, interests, or claims he may have as JIM’s spouse.

F. EACH PARTY’S SEPARATE PROPERTY INTEREST IN THE ARIZONA PROPERTIES: Each party owns, as his or her sole and separate property, the following interests in real property located in Arizona:

1. The parcel located at the South Half of the Northwest quarter of the Northwest Quarter of Section 28, Township 5 South, Range 2 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona, of which JIM has a 67.039% interest, as his sole and separate property, and MINH has a 20.803% interest, as her sole and separate property;

2. The parcel located at the North Half of the Northwest quarter of the Northwest quarter of Section 28, Township 5 South, Range 2 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona, of which JIM has a 67.039% interest,

...

as his sole and separate property, and MINH has a 20.803% interest, as her sole and separate property;

3. The parcel that is comprised of a portion of Section 36, Township 16 South, Range 24 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, of which JIM has a 50% interest, as his sole and separate property, and MINH has a 50% interest, as her sole and separate property;

4. The parcel that is comprised of a portion of Section 36, Township 16 South, Range 24 East, and Section 1, Township 17 South, Range 24 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, of which JIM has a 50% interest, as his sole and separate property, and MINH has a 50% interest, as her sole and separate property;

5. The parcel that is comprised of a portion of Section 1, Township 17 South, Range 24 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, of which JIM has a 50% interest, as his sole and separate property, and MINH has a 50% interest, as her sole and separate property; and

6. The parcel that is comprised of a portion of Section 1, Township 17 South, Range 24 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, of which JIM has a 50% interest, as his sole and separate property, and MINH has a 50% interest, as her sole and separate property.

Each party will continue to own his or her respective ownership interest in each such parcel of real property as his or her sole and separate property. With respect to the ongoing payment of property taxes and all other costs and expenses relating to each such parcel of real property, each party shall pay his or her proportionate share of the same. At such time as either party elects to sell any of the above-referenced parcels of real property, which is owned only by the parties and is not owned with any other person or entity, they shall mutually select a realtor and place the property on the market for sale. Notwithstanding the foregoing, if only one party desires to sell any such parcel of real

property that is owned by the parties with no other co-owner, the party who does not desire to sell the property at such time shall have the right to purchase the other party's ownership interest in the property under such terms that are acceptable to both parties. If the parties are unable to agree to such terms, then the parties shall mutually select a realtor and place the property on the market for sale, as provided above.

V.

CHILDREN'S 529 PLANS

The issue of the divisions of the two (2) separate 529 accounts has been decided by the Court and the Court's decision on this issues is included in the Decree of Divorce being submitted to the Court.

VI.

AGREEMENT SHALL MERGE INTO DECREE OF DIVORCE

The provisions of this Agreement shall be merged into the Court's Decree of Divorce.

V.

EXECUTION OF NECESSARY DOCUMENTS

JIM and MINH shall execute quitclaim deeds, stock transfers, and any and all other instruments that may be required in order to effectuate the transfer of any and all interest either may have in and to the property award to the other party pursuant to this Agreement or the Court's Decree of Divorce. Upon failure of either party to execute and deliver any such deed, conveyance, title, certificate or other document or instrument to the other party, or as otherwise provided in this Agreement, the Court's Decree of Divorce and/or this Agreement shall constitute and operate as such properly executed document, and the County Auditor and County Recorder and any and all other public and private officials are hereby authorized and directed to accept the Court's Decree of Divorce and/or this Agreement in lieu of the document regularly required for such conveyance or transfer.

VII.

ENFORCEMENT OF AGREEMENT

If either party institutes any action or proceeding to enforce, or for the breach of any of the terms of this Agreement, or any of the terms or orders of the Court's Decree of Divorce, the prevailing party shall be entitled to recover his or her attorneys' fees and costs from the other party.

VIII.

GOVERNING LAW

The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement. This Agreement and the rights of the parties hereto shall be governed and interpreted in all respects by the law applied to contracts made wholly to be performed within the State of Nevada.

IX.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an executed original, but all of which together shall be deemed one and the same document.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands to this Agreement the year and date above written.

MINH NGUYET LUONG

JAMES W. VAHEY

ACKNOWLEDGMENTS

STATE OF NEVADA)
COUNTY OF CLARK) ss.

On this ____ day of _____, 2020, personally appeared before me, a Notary Public in and for said County and State, MINH NGUYET LUONG, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, and who acknowledged that she executed the instrument.

Notary Public

STATE OF NEVADA)
COUNTY OF CLARK) ss.

On this ____ day of _____, 2020, personally appeared before me, a Notary Public in and for said County and State, JAMES W. VAHEY, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, and who acknowledged that he executed the instrument.

Notary Public

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

PAGE LAW FIRM

ATTORNEY AT LAW
6930 SOUTH CIMARRON ROAD, SUITE 140, LAS VEGAS, NEVADA 89113
TELEPHONE (702) 823-2888 | MOBILE (702) 469-3278 | FACSIMILE (702) 628-9884

October 26, 2020

Fred Page, Esq.
email: fpage@pagelawoffices.com

VIA E-SERVICE ONLY

Sabrina Dolson, Esq.
Dickerson Karacsonyi Law Group
1745 Village Center Circle
Las Vegas, Nevada 89134

Re: James W. Vahey v. Minh Nguyet Luong
PLF Client: Minh Nguyet Luong
Case No.: D-18-581444-D
Subject: Proposed Decree of Divorce

Dear Ms. Dolson:

It was believed that back in December 2019, that we had the Decree of Divorce resolved and the terms contained therein agreed. Please review the Decree of Divorce that was emailed to this office on December 30, 2019. It was advised to Mr. Dickerson then that the only items that needed to be modified was the spelling of the street name for my office and refer to "attorney" rather than "attorneys."

At the Case Management Conference on February 18, 2020, it was pointed out to the Court that the terms in the Decree had been agreed to and that no further changes were needed. The Minutes stated, "they feel the Decree does not contain the issues that are in the Prenuptial Agreement." It was advised to the Court at the February 18, calendar call, that that only item that needed to be addressed was the construction of the Prenuptial Agreement. For reasons that are unclear, you have chosen to rewrite the previously agreed to Decree of Divorce at considerable unnecessary expense to both parties.

For example, on page 3, lines 14-18, you wrote that the Marital Settlement Agreement would be merged into the Decree. Mr. Dickerson and myself specially agreed that the MSA would *not* merge and would survive as its own separate document except for Section II of the MSA. Yet, despite that clear communication between Mr. Dickerson and myself you have taken it upon yourself to remove that agreed upon language and put the exact opposite of that. Please put the Decree back in the form that it was in on December 30, 2019.

You have inserted numerous findings that are unsupported by any reference to any time index whatsoever. There have been issues pointed out in prior correspondence from prior

Sabrina Dolson, Esq.
October 26, 2020
Page 2

hearings where there were findings that were attempted to be inserted that were unsupported by the record.

Additional changes that need to be made are as follows:

The language on page 7, lines 4-23, has been changed adequately to reflect the Court's new orders.

On page 7, line 24, through page 8, line 8, it is stated that for summer break that the parties are to have the children for two weeks on and then two weeks off. The same is not reflected in the Minutes. Please provide a time index or removed.

On page 8, line 9, through line 2, you unilaterally insert language that varies from the Findings of Fact, Conclusions of Law, and Order (FFCLO) filed September 20, 2019, regarding Winter Break. Please conform to the FFCLO or put in the time index wherein the Court modified those orders.

On page 9, lines 3-10, you unilaterally, altered the Thanksgiving holiday from what is in the FFCLO. We are without authority to change the terms entered by a judge. Please conform to the FFCLO or put in the time index wherein the Court modified those orders.

On page 9, lines 11-19, for Easter/Spring Break, please see above. Please conform to the FFCLO or put in the time index wherein the Court modified those orders.

On page 9, line 20, through page 10, line 3, for Mother's and Father's Day, please see above. Please conform to the FFCLO or put in the time index wherein the Court modified those orders.

On page 10, lines 9-27, for the three-day holidays, please see above. Please conform to the FFCLO or put in the time index wherein the Court modified those orders.

On page 11, lines 10-16, the orders that the Minh conduct 100 percent of the transportation were temporary in nature and were based upon the expectation that Minh would be relocating to California. Now that Minh back in Las Vegas for the sake of the children, the standard receiving parent should be implemented. The Court never made a specific order at either the August 13, or September 4, 2020, hearing date. Accordingly, the language should be removed and should be replaced with the receiving parent pick up.

Sabrina Dolson, Esq.
October 26, 2020
Page 3

It is stylistic, but it is awkward to have “1. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED . . .” and so on. The Decree, I think, would read better if it was IT IS HEREBY ORDRED, ADJUDGED AND DECREED as follows: 1., 2.” and so on.

On page 11, line 23, through page 12, line 2, it was indicated that Minh would be covering the children for health insurance. Please modify accordingly.

On page 13, lines 4-9. Please remove the language regarding extracurricular activities. There is no statutory authority for any district court judge to order a parent to pay for extracurricular activities. There was no authority under NRS 125B.080 and there is no authority under NAC 425. The only way a parent can bind him or herself to pay for extracurricular activities is through a stipulation. There was and is no stipulation in this case. In short, since the Court could not order one parent to pay for extracurricular activities, there is no reason for the language “. . . there will be no order for the parties to equally share the cost of the children’s extracurricular activities.” Please remove.

In the Decree that Mr. Dickerson and this office agreed to, there was a specific definition of joint legal custody. You have failed to include that specific definition of joint legal custody in the proposed Decree of Divorce. Please include.

As to the statutory references you have failed to include any reference to NAC 425. Any Decree involving children will be rejected absent a reference to NAC 425.

Once again, you have included merger language regarding the MSA on page 20, line 24, through page 21, line 10. Please review the prior proposed Decree that Mr. Dickerson and myself agreed to and remove the merger language and put in the stand-alone language.

Your time and attention to this matter are appreciated. Should you have any questions or concerns, please do not hesitate to contact us at the number above.

Very truly yours,

PAGE LAW FIRM

/s/ *Fred Page*

Fred Page, Esq.

FCP

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

Sabrina Dolson

From: Fred Page <fpage@pagelawoffices.com>
Sent: Friday, October 30, 2020 6:43 PM
To: Sabrina Dolson
Subject: Vahey v. Luong - Merger v. Non-Merger

Ms. Dolson,

In my prior communication to you, I indicated that the prior agreement between Bob and myself was that the MSA would not merge. That was in error. The MSA should merge.

Should you have any questions or concerns, please do not hesitate to contact me.

Nevada State Bar Certified Family Law Specialist
Page Law Firm
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EXHIBIT 5

EXHIBIT 5

EXHIBIT 5

THE DICKERSON KARACSONYI LAW GROUP

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November 3, 2020

Fred Page, Esq.
Page Law Firm
6930 South Cimarron Road, Suite 140
Las Vegas, Nevada 89113
fpage@pagelawoffices.com

SENT VIA E-MAIL

Re: *James W. Vahey v. Minh Nguyet Luong*

Dear Fred:

This letter is being sent in response to your October 26, 2020 letter, and pursuant to EDCR 5.501 in an attempt to reach a resolution of modifications to the holiday and Summer Break timeshare that was set forth in the Court's September 20, 2019 Findings of Fact, Conclusions of Law, Decision and Order ("September 2019 Order"). I am in receipt of your email dated October 30, 2020, wherein you have admitted that there was never a "clear communication between Mr. Dickerson and [yourself]" to include a provision providing the MSA will not merge into the Decree of Divorce, and that I did not "take[] it upon [myself] to remove that agreed upon language," as you falsely stated in your October 26, 2020 letter.

Given you did not recall your and Mr. Dickerson's agreement to merge the MSA into the Decree, you also may not recall that at the September 4, 2020 evidentiary hearing, Judge Ritchie directed the parties to discuss a holiday and Summer Break schedule. As I hope you are aware, the holiday and Summer Break schedule set forth in the Court's September 2019 Order was premised on the fact that Dr. Luong decided to relocate to California without her children and would only have visitation with them in Nevada one (1) weekend a month. Accordingly, the September 2019 Order provides her with most three-day weekends, the entirety of the children's Spring Break from school, and six (6) consecutive weeks in the summer. Judge Ritchie understood that the holiday and Summer Break schedule would need to be modified given Dr. Luong's change of heart to be a joint physical custodian of the children, which is why he directed the parties to discuss same. Even Dr. Luong understood the Court's direction as she sent a

Fred Page, Esq.
November 3, 2020
Page 2

proposed holiday and Summer Break schedule to Dr. Vahey for his consideration, which begs the question as to whether you even discussed Dr. Vahey's proposal with Dr. Luong before sending your October 26, 2020 correspondence.

In response to Dr. Luong's proposed holiday and Summer Break schedule, we set forth Dr. Vahey's proposed Summer Break schedule and a holiday schedule in the Decree for Dr. Luong's consideration. We did not expect Dr. Luong to accept all of Dr. Vahey's proposals, and Dr. Vahey will consider any modifications Dr. Luong suggests. However, you cannot reasonably expect that the holiday and Summer Break schedule set forth in the September 2019 Order will remain unmodified (and it appears not even Dr. Luong had such an absurd expectation) and I hope you did not provide your client with such unsound advice. Accordingly, please provide us with Dr. Luong's requested modifications to Dr. Vahey's proposed holiday and Summer Break schedule, or an alternate proposed schedule.

If it truly is Dr. Luong's unreasonable position that the holiday and Summer Break schedule set forth in the September 2019 Order should not be modified at all, please advise us of same so that we may file an appropriate motion with the Court. Please be advised that we will be seeking attorneys' fees and costs if Dr. Luong takes such an nonsensical position.

Regarding your request to revise the provision regarding transportation for custody exchanges, we do not agree to such a revision. Since the Court ordered the custody exchanges to occur at the guard gate of Dr. Vahey's residence, the custody exchanges have been much more smooth and the children have been transferring with little to no incident. In addition, Dr. Vahey, understandably, is not comfortable with the exchanges taking place at either party's residence considering Dr. Luong's reprehensible conduct at the last custody exchange that occurred at Dr. Vahey's home. Dr. Vahey insists the parties continue to abide by the Court's order, which is in the children's best interest.

Regarding your requested revision to page 11, line 23, through page 12, line 2, we will not revise same. The Court ordered Dr. Luong to pay for on-half ($\frac{1}{2}$) of the cost of the health insurance Dr. Vahey provides for the children. As you stated in your October 26, 2020 letter, "[w]e are without authority to change the terms entered by a judge."

Regarding your request to delete the language at page 13, lines 4-9, it appears you misread the provision. The provision states that "there will be no order for the parties

Fred Page, Esq.
November 3, 2020
Page 3

to equally share the cost of the children's extracurricular activities." Please try to read the provisions more carefully so we can avoid unnecessary waste of time and finances addressing non-issues. This is not the first occurrence of your misunderstanding of a provision, or failing to accurately recall an agreement, as addressed above, and such has resulted in a substantial waste of time and resources.

Regarding your request for the definition of joint legal custody to be included in the Decree, I will add same.

Regarding your request for the applicable provisions of NAC 425 to be included, I will add same.

Please advise as to whether Dr. Luong has any requested revisions to the holiday and Summer Break schedule proposed by Dr. Vahey, or whether it is Dr. Luong's new position that the holiday and Summer Break timeshare set forth in the September 2019 should not be modified, by Tuesday, November 10, 2020.

Sincerely,

/s/ Sabrina M. Dolson

Sabrina M. Dolson

cc: James Vahey

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

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November 10, 2020

Fred Page, Esq.

email: fpage@pagelawoffices.com

VIA E-SERVICE ONLY

Sabrina Dolson, Esq.

Dickerson Karacsonyi Law Group

1745 Village Center Circle

Las Vegas, Nevada 89134

Re: James W. Vahey v. Minh Nguyet Luong

PLF Client: Minh Nguyet Luong

Case No.: D-18-581444-D

Subject: Vacation/Holiday Schedule/Pick Up/Drop Off/Health Insurance

Dear Ms. Dolson:

We are in receipt of the correspondence from your office dated November 10, 2020, regarding the proposed Vacation/Holiday Schedule. Dr. Luong responds to Jim's proposal below.

Vacation:

While not addressed in the proposed Decree, there should be no need for a vacation schedule since the parties are following a 2 week on/2 week off schedule during the summer. Both parties should have a sufficient amount of time to take the children on any summer vacations.

Holidays:

Thanksgiving

Dr. Luong is fine with Jim having Thanksgiving in the even numbered years and her having Thanksgiving in the odd numbered years.

Winter Break

Dr. Luong's birthday is December 27. Dr. Luong requests that Winter Break regardless of whether she gets the first half or the second half, that her portion of the Winter Break encompasses her birthday. Therefore, when Dr. Luong has the first half of Winter Break, the

Sabrina Dolson, Esq.
November 10, 2020
Page 2

first half will go from the day school lets out to include December 27, and return the children at noon on December 28. When Dr. Luong has the second half of Winter Break, she would get the children at noon on December 26, and keep them until the Monday of which school resumes.

Martin Luther King Day

With the way the alternating weekends work out, for January 2021, if Jim gets Martin Luther King Day in the odd numbered years, she will not see the children for 4 weekends. Dr. Luong proposes that she receives the children for Martin Luther King Day in the odd numbered years and Jim receives Martin Luther King Day in the even numbered years.

President's Day

Because Dr. Luong would like to have Martin Luther King Day in the odd numbered years, Dr. Luong proposes that Jim have President's Day in the odd numbered years and Dr. Luong have President's Day in the even numbered years.

Easter/Spring Break

Dr. Luong requests that she have Easter/Spring Break during the odd numbered years and Jim have Easter/Spring Break in the even numbered years.

Mother's Day/Father's Day/Children's Birthdays

Dr. Luong is fine with Jim's proposal in those days.

Memorial Day

Memorial Day was not addressed in the proposed Decree. Dr. Luong proposes that she receive Memorial Day in the odd numbered years and Jim receive Memorial Day in the even numbered years. Memorial Day would be defined as are the other three day holidays.

Labor Day

Labor Day was not addressed in the proposed Decree. Dr. Luong proposes that she receive Labor Day in the even numbered years and Jim receive Labor Day in the odd numbered years. Labor Day would be defined as are the other three day holidays.

Sabrina Dolson, Esq.
November 10, 2020
Page 3

Fourth of July/Columbus Day/Veterans Day

Because the Fourth of July falls during the two week summer breaks, Dr. Luong recommends that the Fourth of July be allocated to the parent who has the children during their regularly scheduled time. Because school is still in session for Columbus Day and Veterans Day, Dr. Luong recommends that the children stay with the parent who has the children during their regularly scheduled time.

Pick Up/Drop Off:

If you recall what was stated in Court on September 4, was,

Judge: Well, if, if they're attending the school, going to school in a traditional sense, then the exchanges would continue to take place at the school. And if they're not, uh, at the school they're remote learning from whatever home they're at they've been exchanging, or you would like the court to clarify that it's at the guard gate, that Lake Las Vegas, right?

Page: Yes. Please. I'd like to clarify though, would be at the receiving parent's house.

Court: Okay. And so, so that would be, that would be right when we had a place, right.

Later on the Court stated,

Court: Now, if mom establishes residence and that's inconvenient for her, then the court would, would consider modifying that order to have a receiving parent protocol.

Dr. Luong has established a residence in Las Vegas. Therefore, a receiving parent protocol should be implemented as occurs in every other case. Please modify the proposed Decree accordingly.

Health Insurance:

Dr. Luong's one-half portion of the health insurance premium allocable to the children is approximately \$450 per month. Dr. Luong has been able to obtain equivalent health insurance for the children at a much lower cost. The cost of the premium for the children is approximately \$400 per month. Jim's one-half portion will be approximately \$200 per month or approximately one-half of what Dr. Luong is being charged now.

Sabrina Dolson, Esq.
November 10, 2020
Page 4

There is no good reason to not utilize the health insurance for the children Dr. Luong has been able to obtain. Please confirm Jim's agreement as to Dr. Luong providing the health insurance for the children at a substantial savings.

Your time and attention to this matter are appreciated. Should you have any questions or concerns, please do not hesitate to contact us at the number above.

Very truly yours,

PAGE LAW FIRM

/s/ *Fred Page*

Fred Page, Esq.

FCP

EXHIBIT 7

EXHIBIT 7

EXHIBIT 7

THE DICKERSON KARACSONYI LAW GROUP

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November 18, 2020

Fred Page, Esq.
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fpage@pagelawoffices.com

SENT VIA E-MAIL

Re: *James W. Vahey v. Minh Nguyet Luong*

Dear Fred:

This letter is being sent in response to your November 10, 2020 letter.

Vacation:

Dr. Vahey agrees that there is no need for a vacation schedule given the parties will share a two week on/two week off schedule during the summer and both parties will be able to take vacation with the children during their respective two week custody timeshare.

Holidays:

Thanksgiving - The parties are in agreement. Given the Decree of Divorce will not be entered prior to the children's Thanksgiving Break this year, please confirm Dr. Luong agrees Dr. Vahey will have the children for their Thanksgiving Break from school this year.

Winter Break - Dr. Vahey does not agree the Decree should provide that either party will have custody of the children on their respective birthdays. The parties are able to celebrate their birthdays with the children before or after their birthdays if they do not have custody of the children on their actual birthday.

Easter/Spring Break - Dr. Vahey does not agree that Dr. Luong should have the children's Easter/Spring Break from school in odd numbered years and he in even numbered years. Dr. Luong had the children for their Easter/Spring Break from school this year. Thus, Dr. Luong should continue to have the children for the Easter/Spring Break from school in even numbered years, and Dr. Vahey should have the children in odd numbered years. This would also ensure each party has custody of the children for either the Easter/Spring Break or the Thanksgiving Break each year.

Three-Day Holiday Weekends - For the three-day holiday weekends, including Martin Luther King, Jr. Day, President's Day, Memorial Day, and Labor Day, Dr. Vahey proposes that they be allocated to the parent who is scheduled to have the children on such dates pursuant to their regular custody schedule. This will simplify the holiday schedule and given the parties share custody on a week on/week off schedule, each party should have a similar amount of three-day holiday weekends with the children over the years.

In order to prevent the parties from having custody of the children on the same three-day holiday weekends each year, we have attempted to ensure the parties will alternate the three-day holiday weekends with the division of the children's Summer Break from school. The provision we propose including in the Decree is as follows:

SUMMER BREAK FROM SCHOOL: IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the parties shall equally divide the children's summer vacation or intersession break. Presently, the children's summer vacation or intersession break from school is ten (10) weeks long. In order to ensure each party receives five (5) weeks of the children's ten (10) week summer vacation or intersession break, one parent will have custody of the children for the first week of summer vacation or intersession break and one party will have the last week of summer vacation or intersession break. The middle eight (8) weeks of the children's summer vacation or intersession break shall be divided equally into four (4) two week parts, which the parties shall alternate two (2) weeks on/two (2) weeks off. Accordingly, the parent who has custody of the children pursuant to the regular custody schedule on the children's last week of school will also have the children for the first week of summer vacation or intersession break. The parties will then alternate the eight (8) weeks following the first week of summer vacation or intersession break on a two (2) week on/two (2) week off basis. The parent who did not have the

children for the first week of summer will then have the children for the last week of the summer vacation or intersession break until the Friday before school begins, when the parties will resume the regular week on/week off schedule. This ensures each parent receives five (5) weeks of the children's ten (10) week summer vacation or intersession break.

Given there are fifty-two (52) weeks in the year, which the parties are primarily alternating on a week on/week off basis (apart from the children's summer vacation or intersession break), the above "Summer Break from School" provision should ensure each party does not receive the same weeks, and thereby the same three-day holiday weekends, each year.

Fourth of July, Columbus Day, and Veteran's Day - Dr. Vahey agrees to Dr. Luong's proposal that the Fourth of July, Columbus Day, and Veteran's Day be allocated to the parent who has the children during their regularly scheduled time.

Pick Up/Drop Off:

Although the Court stated it would consider modifying its orders regarding the location of the custody exchanges, we believe the Court would maintain its current order if we provided Dr. Vahey's concerns regarding modification of same.

First, as we discussed in our November 3, 2020 letter, Dr. Vahey has reasonable concerns for exchanging the children at the parties' residences. The last time the parties exchanged the children at Dr. Vahey's home, Dr. Luong entered his home without permission, attempted to take property from his home, and then falsely accused him of domestic violence. Accordingly, Dr. Vahey does not feel comfortable exchanging the children at either party's residence where false allegations of violence may be made.

Second, prior to the Court's order for the custody exchanges to occur at the guard gate of Dr. Vahey's home, Dr. Vahey would often arrive at Dr. Luong's home to be told that he would need to enter her home to retrieve the children because Dr. Luong could not force them to leave her home. This resulted in extremely stressful and long custody exchanges. Since the parties have been exchanging the children at the guard gate of Dr. Vahey's home, the custody exchanges have been much less stressful for the children and much less time consuming. Additionally, for obvious reasons discussed above, Dr. Vahey would absolutely not feel comfortable if Dr. Luong told Dr. Vahey he needed to retrieve the children from her home.

Third, for a vast majority of the custody exchanges, the parties exchange the children at their school. The only time the parties exchange custody at the guard gate of Dr. Vahey's home is during the children's Summer Break and any holidays in which the children are not in school on Fridays. Thus, the Court's order does not significantly inconvenience Dr. Luong, and given the parties' children have become accustomed to the custody exchanges occurring at the guard gate of Dr. Vahey's home, Dr. Vahey believes the Court's current order is in their best interest.

Fourth, there is concern Dr. Luong would try to claim that Dr. Vahey should have to pick up the children from her California home if she took the children there for her custody time and if there was an order that the receiving parent was required to pick up the children.

Based on the foregoing, Dr. Vahey does not agree that the location of the custody exchanges should be modified. If Dr. Luong insists on bringing this issue before the Court, we would agree to submit briefs on the issue to allow the Court to decide whether it should modify its order.

Health Insurance:

Dr. Vahey does not agree to modify the Court's order that Dr. Luong shall reimburse Dr. Vahey for one-half ($\frac{1}{2}$) the cost of the health insurance Dr. Vahey provides for the children. Dr. Luong has provided no information regarding the health insurance she claims to have obtained for the children, and just because the plan is cheaper does not mean it is comparable to the health insurance Dr. Vahey provides. Dr. Vahey has experience dealing with various health insurance providers and plans, and researched the best plan for the parties' children. During the parties' marriage, Dr. Vahey always provided health insurance for the children, and there was never any complaints by Dr. Luong regarding same. Accordingly, Dr. Vahey does not agree to modify the Court's order.

Please advise as to whether Dr. Luong is agreeable to the foregoing by Monday, November 23, 2020, and I will make the agreed upon revisions to the Findings of Fact, Conclusions of Law, and Decree of Divorce.

Sincerely,

/s/ Sabrina M. Dolson

Sabrina M. Dolson

cc: James Vahey

EXHIBIT 8

EXHIBIT 8

EXHIBIT 8

Sabrina Dolson

From: Sabrina Dolson
Sent: Monday, December 21, 2020 2:02 PM
To: Fred Page
Cc: Bob Dickerson
Subject: Vahey v. Luong
Attachments: JWV MSA - Signed.pdf; Findings of Fact, Conclusions of Law, Order and Judgment.FINAL.pdf

Mr. Page:

We have not received a response to our letter dated November 18, 2020. Judge Ritchie indicated at the last hearing that it was a priority to have the parties divorced as soon as possible. We have attached hereto the Marital Settlement Agreement and Findings of Fact, Conclusions of Law, and Decree of Divorce, both of which have been signed and executed by Dr. Vahey and our firm.

To our knowledge, Dr. Luong does not have any objection to the terms of the MSA. If that is the case, please have Dr. Luong execute the MSA and return same to us as soon as possible.

We do not know if Dr. Luong has any objection to the provisions set forth in the Decree of Divorce as we did not receive a response to our last letter. If Dr. Luong has any objection to the holiday provisions, please let us know as soon as possible. The longer holidays are equally shared between the parties, and if the three-day weekends are allocated to the parent who has the children during their regularly scheduled time as we propose, the parties should equitably share those as well given they share custody on a week on/week off basis for most of the year.

Regarding the remaining issues the parties have not reached an agreement on, the custody exchange location was not changed by the Court at the evidentiary hearing, and the Court's order regarding health insurance for the children is accurately stated in the Decree. Absent an agreement by the parties, it is not appropriate to change the Court's prior orders in the Decree. Accordingly, if Dr. Luong does not have any requested revisions to the holiday provisions, please have Dr. Luong sign the Decree and return same to us so that we may submit the Decree to the Court and finally get these parties divorced.

Thank you for your time and attention to this matter.

Best Regards,

Sabrina M. Dolson, Esq.

The Dickerson Karacsonyi Law Group
Telephone (702) 388-8600
Facsimile (702) 388-0210
1745 Village Center Circle
Las Vegas, Nevada 89134

****Please note my email address has changed to sabrina@thedklawgroup.com**

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into on the ____ day of _____, 2020, by and between MINH NGUYET LUONG ("MINH") and JAMES W. VAHEY ("JIM"). JIM and MINH sometimes will be collectively referred to in this Agreement as the "parties," and individually may be referred to as a "party."

WITNESSETH:

WHEREAS, the parties to this Agreement were married on July 8, 2006, in Henderson, Nevada, and ever since such date have been and now are married to each other;

WHEREAS, on or about June 14, 2006, approximately three (3) weeks prior to the parties' marriage, the parties entered into a Premarital Agreement (the "Premarital Agreement");

WHEREAS, the parties, and each of them, acknowledge and agree that the said Premarital Agreement is a valid and binding agreement between the parties;

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

WHEREAS, as a consequence of disputes and numerous differences, divorce proceedings have been initiated in the Eighth Judicial District Court of the State of Nevada, in and for the County of Clark (the "Court"), for the purpose of terminating their marriage;

WHEREAS, the parties have separated and presently are living separate and apart from each other, and have been since January 2019;

WHEREAS, except as otherwise provided in this Agreement, it is the mutual wish and desire of the parties that a full and final adjustment and settlement of their property

rights, interests, and claims against each other be had, settled, and determined at the present time by this integrated Agreement; and all questions concerning the support of the parties, with the parties releasing and forever discharging each other from any liability for alimony, spousal support, and maintenance (collectively referred to in this Agreement as "alimony"), also be settled and determined in finality at this time;

WHEREAS, this Agreement shall be subject to the approval and order of the Court in the divorce action involving the parties currently pending in the Eighth Judicial District Court of Nevada, County of Clark, Case No. D-18-581444-D (the "Court");

WHEREAS, the parties have agreed to submit certain issues to Court and a trial on those issues was conducted on August 13, 2020, and September 4, 2020; and

WHEREAS, at the conclusion of the trial on September 4, 2020, the Court orally stated its findings of facts, conclusions of law, and decision and orders on the issues the parties submitted to the Court; and

WHEREAS, the Court's findings of fact, conclusions of law, and decisions and orders on such issues are included in the Decree of Divorce the parties will be submitting to the Court with this Agreement; and

WHEREAS, the Decree of Divorce being submitted to the Court resolves parties' dispute over the contested issues submitted to the Court, as well as the Court's final orders on all child custody and child support issues previously submitted to the Court, as set forth in the Court's interlocutory Child Custody/Support Order entered on September 20, 2019, as referenced in Section II of this Agreement.

NOW, THEREFORE, in consideration of the foregoing facts and the mutual agreements and covenants contained in this Agreement, it is covenanted, agreed, and promised by each party hereto as follows:

...

...

...

I.

ACKNOWLEDGMENT OF RECITALS

The parties acknowledge, warrant, represent, and agree that the recitals set forth on pages one and two of this Agreement are true and correct, and the same are incorporated in this Section I as though the same are repeated in this Section in full.

II.

CHILD CUSTODY AND CHILD SUPPORT

On September 20, 2019, the Court entered its Findings of Fact, Conclusions of Law, Decision and Order (the "Court's Child Custody/Support Order"), a copy of which is attached to this Agreement as Exhibit A. The parties understand and agree that the said Child Custody/Support Order is an interlocutory Order of the Court, and the Decree of Divorce being submitted to the Court sets out the Court's final orders with respect to the child custody and child support issues.

JIM and MINH agree that MINH shall be entitled to claim the minor child, Hannah, as a dependent each year for any tax benefits, and JIM shall be entitled to claim the minor child, Matthew, as a dependent each year for any tax benefits. Until such time as MINH is no longer able to claim Hannah as a dependent, the parties shall alternate claiming the minor child, Selena, as a dependent. JIM shall be entitled to claim Selena in odd-numbered years, and MINH shall be entitled to claim Selena in even-numbered years. At such time MINH is no longer able to claim Hannah as a dependent, MINH shall claim Selena as a dependent. At such time JIM is no longer able to claim Matthew as a dependent, the parties shall alternate claiming the minor child, Selena, as a dependent. JIM shall be entitled to claim Selena as a dependent in odd-numbered years, and MINH shall be entitled to claim Selena as a dependent in even-numbered years. Each party agrees to execute such documentation as may be required by the Internal Revenue Service of the Treasury Department of the United States, or any other state or federal governmental agency, specifically including IRS Form 8332,

required to evidence and/or effectuate the other party's entitlement to any such dependency exemption to which he or she is entitled pursuant to this subparagraph, and the same shall be delivered to the other party during or before the January immediately following the calendar tax year in question.

III.

WAIVER OF ALIMONY

JIM and MINH agree that they each forever waive any right or claim he or she may have, now or at any time in the future, to receive alimony from the other, whether for the present time, for any time in the future, or for any time in the past. The parties expressly agree that neither party is in need of alimony from the other.

IV.

CONFIRMATION OF EACH PARTY'S SEPARATE PROPERTY AND DEBT

A. The parties acknowledge and agree that, pursuant to the terms of their Premarital Agreement, the parties have no community or jointly owned property, nor do they have any community or joint debt. The parties further acknowledge and agree that all property held in JIM's name, as well as all his personal property in his possession, is JIM's sole and separate property, and all debt owed by JIM is his separate debt. Similarly, except as the Court has ordered with respect to the 529 accounts opened during the parties' marriage for the benefit of the parties' children, the parties also acknowledge and agree that all property held in MINH's name, as well as all her personal property in her possession, is MINH's sole and separate property, and all debt owed by MINH is her separate debt.

B. The parties further acknowledge that JIM's sole and separate debt, secured by his property, includes two (2) promissory notes in favor of MINH, which combined balances were originally \$1,590,760.81 (the "MINH Promissory Notes"). Nothing in this agreement shall be interpreted or construed as a release of JIM's continuing obligations to MINH under the MINH Promissory Notes. MINH is still entitled to her

prioritized collateral on JIM's assets to secure payment of those obligations, which shall also survive the Decree in this matter.

C. As noted in subparagraph B of this Section IV, JIM currently owes to MINH and/or Luong Investments, LLC, and shall continue to owe until paid in full, the remaining balance on that certain *Forbearance Agreement* dated December 31, 2017. The original New Note Balance, incident to this *Forbearance Agreement*, was \$890,760.81. The parties agree that interest and principal payments shall continue to be due and owing from JIM to MINH and shall survive the Decree of Divorce as a sole and separate obligation of JIM and his business entities. Additionally, JIM individually, and as trustee of the Via Mira Monte Trust, owes MINH and Luong Investments, LLC, the balance remaining on that certain *Promissory Note* dated July 26, 2017, which original balance was \$700,000.00. The parties agree that interest and principal payments shall continue to be due and owing from JIM and MINH and shall survive the Decree of Divorce as a sole and separate obligation of JIM and his business entities. All terms and conditions of the *Forbearance Agreement* dated December 31, 2017, and the *Promissory Note* dated July 26, 2017, shall continue to govern.

D. MINH'S REVOCABLE TRUST AND HER FAMILY PROTECTION TRUST: The parties acknowledge and agree that, during the parties' marriage, MINH created two (2) separate trusts, namely, (1) MNL Revocable Trust, and (2) MNL Family Protection Trust (collectively, "MINH's Trusts"). The parties further acknowledge and agree that all the assets held in each such trust was MINH's sole and separate property at the time she conveyed such property to the trust. JIM acknowledges and agrees that he has no interest in any property held in either of MINH's Trusts. Additionally, to the extent JIM is named in either of MINH's Trusts, including any reference to him as MINH's "spouse," whether as a beneficiary, trustee, successor trustee, or in any other respect, JIM relinquishes and waives any and all rights, claims, and benefits he may have under MINH's Trusts. The parties agree that any reference in either of MINH's Trusts

to her "spouse" shall not be a reference to JIM, and JIM waives any rights, interests, or claims he may have as MINH's spouse.

E. JIM'S REVOCABLE TRUST AND HIS FAMILY PROTECTION TRUST:

The parties acknowledge and agree that, during the parties' marriage, JIM created two (2) separate trusts, namely, (1) JWV Revocable Trust, and (2) JWV Family Protection Trust (collectively, "JIM's Trusts"). The parties further acknowledge and agree that all the assets held in each such trust was JIM's sole and separate property at the time he conveyed such property to the trust. MINH acknowledges and agrees that she has no interest in any property held in either of JIM's Trusts. Additionally, to the extent MINH is named in either of JIM's Trusts, including any reference to her as JIM's "spouse," whether as a beneficiary, trustee, successor trustee, or in any other respect, MINH relinquishes and waives any and all rights, claims, and benefits she may have under JIM's Trusts. The parties agree that any reference in either of JIM's Trusts to his "spouse" shall not be a reference to MINH, and MINH waives any rights, interests, or claims he may have as JIM's spouse.

F. EACH PARTY'S SEPARATE PROPERTY INTEREST IN THE ARIZONA PROPERTIES: Each party owns, as his or her sole and separate property, the following interests in real property located in Arizona:

1. The parcel located at the South Half of the Northwest quarter of the Northwest Quarter of Section 28, Township 5 South, Range 2 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona, of which JIM has a 67.039% interest, as his sole and separate property, and MINH has a 20.803% interest, as her sole and separate property;

2. The parcel located at the North Half of the Northwest quarter of the Northwest quarter of Section 28, Township 5 South, Range 2 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona, of which JIM has a 67.039% interest,

...

as his sole and separate property, and MINH has a 20.803% interest, as her sole and separate property;

3. The parcel that is comprised of a portion of Section 36, Township 16 South, Range 24 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, of which JIM has a 50% interest, as his sole and separate property, and MINH has a 50% interest, as her sole and separate property;

4. The parcel that is comprised of a portion of Section 36, Township 16 South, Range 24 East, and Section 1, Township 17 South, Range 24 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, of which JIM has a 50% interest, as his sole and separate property, and MINH has a 50% interest, as her sole and separate property;

5. The parcel that is comprised of a portion of Section 1, Township 17 South, Range 24 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, of which JIM has a 50% interest, as his sole and separate property, and MINH has a 50% interest, as her sole and separate property; and

6. The parcel that is comprised of a portion of Section 1, Township 17 South, Range 24 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, of which JIM has a 50% interest, as his sole and separate property, and MINH has a 50% interest, as her sole and separate property.

Each party will continue to own his or her respective ownership interest in each such parcel of real property as his or her sole and separate property. With respect to the ongoing payment of property taxes and all other costs and expenses relating to each such parcel of real property, each party shall pay his or her proportionate share of the same. At such time as either party elects to sell any of the above-referenced parcels of real property, which is owned only by the parties and is not owned with any other person or entity, they shall mutually select a realtor and place the property on the market for sale. Notwithstanding the foregoing, if only one party desires to sell any such parcel of real

property that is owned by the parties with no other co-owner, the party who does not desire to sell the property at such time shall have the right to purchase the other party's ownership interest in the property under such terms that are acceptable to both parties. If the parties are unable to agree to such terms, then the parties shall mutually select a realtor and place the property on the market for sale, as provided above.

V.

CHILDREN'S 529 PLANS

The issue of the divisions of the two (2) separate 529 accounts has been decided by the Court and the Court's decision on this issues is included in the Decree of Divorce being submitted to the Court.

VI.

AGREEMENT SHALL MERGE INTO DECREE OF DIVORCE

The provisions of this Agreement shall be merged into the Court's Decree of Divorce.

V.

EXECUTION OF NECESSARY DOCUMENTS

JIM and MINH shall execute quitclaim deeds, stock transfers, and any and all other instruments that may be required in order to effectuate the transfer of any and all interest either may have in and to the property award to the other party pursuant to this Agreement or the Court's Decree of Divorce. Upon failure of either party to execute and deliver any such deed, conveyance, title, certificate or other document or instrument to the other party, or as otherwise provided in this Agreement, the Court's Decree of Divorce and/or this Agreement shall constitute and operate as such properly executed document, and the County Auditor and County Recorder and any and all other public and private officials are hereby authorized and directed to accept the Court's Decree of Divorce and/or this Agreement in lieu of the document regularly required for such conveyance or transfer.

VII.

ENFORCEMENT OF AGREEMENT

If either party institutes any action or proceeding to enforce, or for the breach of any of the terms of this Agreement, or any of the terms or orders of the Court's Decree of Divorce, the prevailing party shall be entitled to recover his or her attorneys' fees and costs from the other party.

VIII.

GOVERNING LAW

The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement. This Agreement and the rights of the parties hereto shall be governed and interpreted in all respects by the law applied to contracts made wholly to be performed within the State of Nevada.

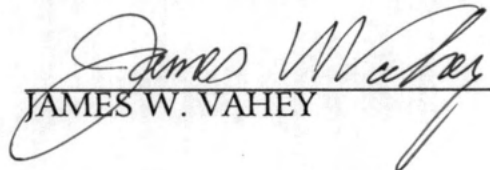
IX.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an executed original, but all of which together shall be deemed one and the same document.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands to this Agreement the year and date above written.

MINH NGUYET LUONG



JAMES W. VAHEY

ACKNOWLEDGMENTS

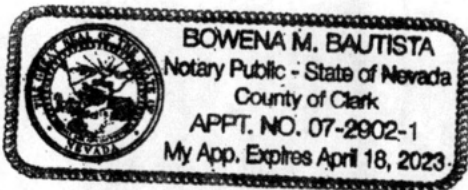
STATE OF NEVADA)
COUNTY OF CLARK) ss.

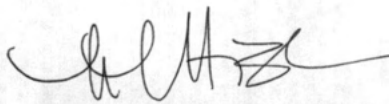
On this ____ day of _____, 2020, personally appeared before me, a Notary Public in and for said County and State, MINH NGUYET LUONG, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, and who acknowledged that she executed the instrument.

Notary Public

STATE OF NEVADA)
COUNTY OF CLARK) ss.

On this 16th day of December, 2020, personally appeared before me, a Notary Public in and for said County and State, JAMES W. VAHEY, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, and who acknowledged that he executed the instrument.





Notary Public

1 **FFCL**
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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11 Email: info@thedklawgroup.com
12 Attorneys for Plaintiff

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

16 **JAMES W. VAHEY,**
17
18 **Plaintiff,**

19 **v.**

20 **MINH NGUYET LUONG,**
21
22 **Defendant.**

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

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

27 **Dates and Times of Evidentiary Hearing:**
28 **August 13, 2020 at 9:00 a.m.**
September 4, 2020 at 9:00 a.m.

29 This matter having come on regularly for trial before the Honorable
30 Judge T. Arthur Ritchie, Jr.; Plaintiff, JAMES W. VAHEY ("JIM"),
31 appearing via Blue Jeans with his attorneys, ROBERT P. DICKERSON,
32 ESQ., and SABRINA M. DOLSON, ESQ., of THE DICKERSON
33 KARACSONYI LAW GROUP; and Defendant, MINH NGUYET LUONG
34 ("MINH"), appearing via Blue Jeans with her attorney, FRED PAGE,
35 ESQ., of PAGE LAW FIRM. This divorce action is at issue upon JIM's
36 Complaint for Divorce, MINH's Answer and Counterclaim for Divorce,
37 and JIM's Reply to the Counterclaim. The cause having been submitted

1 for decision and judgment, and the Court having before it all the files,
2 pleadings, and papers in the action, having heard all the testimony and
3 examined the evidence offered by each party, being fully apprised in the
4 premises and being satisfied that the action has been duly and regularly
5 commenced, and good cause appearing therefor, the Court finds and
6 concludes as follows:

7 THE COURT HEREBY FINDS that it has complete jurisdiction in
8 the premises, both as to the subject matter of this divorce action and as to
9 the parties to this action; that for more than six (6) weeks before the
10 commencement of this action JIM was, has been, and is now an actual
11 bona fide resident and domiciliary of the State of Nevada, actually and
12 physically residing and being domiciled in Clark County, Nevada during
13 all of said period of time; that the parties have three (3) minor children the
14 issue of their marriage, namely, HANNAH VAHEY, born March 19, 2009,
15 MATTHEW VAHEY, born June 26, 2010, and SELENA VAHEY, born
16 April 4, 2014 (hereinafter sometimes collectively referred to as the
17 “children” and individually referred to as a “child”); that the parties have
18 no other minor children, including no adopted minor children, and MINH
19 is not now pregnant; that on August 8, 2019, September 5, 2019, and
20 September 11, 2019, the Court held an evidentiary hearing on the issues
21 of child custody and child support, and entered its Findings of Fact,
22 Conclusions of Law, and Decision and Order on September 20, 2019
23 (“September 20, 2019 Decision and Order”); that the Court’s said
24 September 20, 2019 Decision and Order is merged and incorporated into
25 this Decree as if the same were included in its entirety in this Decree, with
26 the exception of the child custody and child support orders that have been
27 modified as set forth herein; that both parties have completed the seminar
28 for separating parents as required by EDCR 5.302; that on or about June

1 14, 2006, the parties entered into a Premarital Agreement, which is valid
2 and enforceable in all respects; that the parties entered into a Marital
3 Settlement Agreement resolving issues pertaining to each party's waiver of
4 alimony, the division of property, the allocation of debts, the confirmation
5 to each of their respective separate property, and all other issues relating
6 or incident to their marriage to each other, with the exception of the issues
7 addressed at trial on August 13, 2020 and September 4, 2020, and upon
8 which this Court has issued Orders herein; that the Marital Settlement
9 Agreement effectuated the terms of the parties' Premarital Agreement
10 except as otherwise agreed upon by the parties in the Marital Settlement
11 Agreement or as otherwise set forth herein; that a copy of the parties'
12 Marital Settlement Agreement has been submitted to the Court as a sealed
13 and confidential document, and the same shall remain a sealed document
14 in the Court's files; that the parties' said Marital Settlement Agreement is
15 merged and incorporated into this Decree as if the same were included in
16 its entirety in this Decree; that Plaintiff, JAMES W. VAHEY, is entitled to
17 an absolute Decree of Divorce from Defendant, MINH NGUYET
18 LUONG, on the grounds of incompatibility.

19 THE COURT FURTHER FINDS that the parties each have a
20 financial obligation to support their children. In the September 20, 2019
21 Decision and Order, the Court generally accepted the parties'
22 representations that neither party requested child support from the other
23 party, health insurance would be provided for the children, and the parties
24 would share equally in the children's expenses, including the children's
25 private school tuition and related expenses, all medical and dental expenses
26 not covered by health insurance, and all agreed upon extracurricular
27 activities. THE COURT FURTHER FINDS that the September 20, 2019
28 Decision and Order was not a final order concerning child support.

1 However, due to the parties' significant incomes, their abilities to support
2 the children, and their waivers of child support, there will not be an order
3 for one party to pay child support to the other party under NAC 425.005
4 et seq. THE COURT FURTHER FINDS that the parties' waivers to child
5 support do not violate public policy.

6 THE COURT FURTHER FINDS that JIM provides health insurance
7 for the parties' minor children and pays \$864.00 per month for said health
8 insurance. In the September 20, 2019 Decision and Order, the Court
9 ordered the parties to each provide health insurance for the children.
10 MINH does not provide health insurance for the children. Accordingly,
11 MINH's one-half ($\frac{1}{2}$) portion of the children's health insurance provided
12 by JIM is \$432.00 per month.

13 THE COURT FURTHER FINDS that MINH's one-half ($\frac{1}{2}$) portion
14 of the children's health insurance provided by JIM for the period of
15 January 2019 to September 2020 is \$8,771.00.

16 THE COURT FURTHER FINDS that, pursuant to Section VI(J) of
17 the parties' Premarital Agreement, the parties expressly agreed to eliminate
18 and forever waive any right either may have to receive an award of
19 alimony, spousal support, maintenance, or any other type of support,
20 whether it be temporary or permanent or periodic or lump sum after the
21 separation or divorce of the parties. THE COURT FURTHER FINDS that
22 since the parties' separation in January 2019, JIM has maintained health
23 insurance for MINH and MINH has refused to reimburse to JIM for the
24 monthly premiums JIM paid for such health insurance. THE COURT
25 FURTHER FINDS that MINH owes \$11,946.00 to JIM for the health
26 insurance premiums JIM has paid for MINH from January 2019 to
27 September 2020.

28 . . .

1 THE COURT FURTHER FINDS that MINH submitted an
2 appropriate reimbursement claim for \$4,000.00, which consists of
3 unreimbursed medical expenses, expenses for extracurricular activities, and
4 other expenses for the children paid for by MINH. THE COURT
5 FURTHER FINDS that JIM submitted an appropriate reimbursement
6 claim for \$16,059.00, which consists of the cost of the children's private
7 school tuition, unreimbursed medical expenses, expenses for extracurricular
8 activities, and other expenses for the children paid for by JIM.

9 THE COURT FURTHER FINDS that there is insufficient proof
10 regarding the \$20,000.00 spent on a dock for JIM's home for which
11 MINH requested reimbursement, including when the dock was installed
12 and how it was paid.

13 THE COURT FURTHER FINDS that there is insufficient proof
14 regarding the \$10,000.00 spent on an Acura for which MINH requested
15 reimbursement, including when it was purchased, how it was purchased,
16 how it was titled, whether it was purchased with each party's consent, and
17 whether it is owned free and clear.

18 THE COURT FURTHER FINDS that the ratio of capital investment
19 in the 529 accounts established by the parties for their children was
20 approximately 25% by JIM and 75% by MINH and her family members.
21 THE COURT FURTHER FINDS that the 529 accounts were established
22 during the marriage for the intended, sole purpose of providing resources
23 for the children's educations, and are held in MINH's name for the benefit
24 of the children. THE COURT FINDS that it is not dividing the 529
25 accounts based on any contract purportedly entered into by the parties or
26 pursuant to the parties' Premarital Agreement as it does not include any
27 provision regarding 529 accounts. THE COURT FURTHER FINDS that
28 MINH's claim that JIM's contribution to the 529 accounts was a gift to

1 MINH as her separate property is not accepted by the Court. THE
2 COURT FURTHER FINDS that it has discretion to apportion the 529
3 accounts, and dividing the 529 accounts pursuant to each party's capital
4 contributions is an appropriate and logical way to divide the 529 accounts.

5 THE COURT FURTHER FINDS that MINH demonstrated a settled
6 purpose by JIM to waive his right to enforce Section XVIII, "Income Tax
7 Return," of the parties' Premarital Agreement. JIM had a legal right to
8 enforce Section XVIII of the parties' Premarital Agreement for the 2014,
9 2015, 2016, and 2017 tax years, and JIM never made a demand
10 concerning those rights and his conduct is a legal bar to requesting the
11 Court to go back and enforce that provision. The timing of JIM's claim to
12 apportion the tax liabilities owed by each person for the 2014, 2015, 2016,
13 and 2017 tax years is unreasonably delayed, and MINH reasonably relied
14 on JIM's conduct. THE COURT FINDS that JIM is estopped from
15 asserting the division of tax liability claim.

16 THE COURT FURTHER FINDS that in regards to attorneys' fees,
17 the parties each have sufficient resources to pay their own attorneys' fees
18 and costs. THE COURT FURTHER FINDS that attorneys' fees pursuant
19 to NRS 18.010 are not warranted due to the Court's finding that neither
20 party pursued their claims or defenses unreasonably, without any legal
21 basis, or to harass or inappropriately advance claims. The parties brought
22 forth legitimate claims the Court needed to resolve.

23 Thus, with good cause appearing therefor, the Court hereby enters
24 the following Orders:

25 I. TERMINATION OF THE PARTIES' MARRIAGE

26 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the
27 bonds of matrimony heretofore and now existing between JIM and MINH
28 be dissolved, set aside, and forever held for naught, and that JIM be, and

1 he hereby is, awarded and decreed an absolute and final Decree of Divorce
2 from MINH, and that the parties, and each of them, is hereby restored to
3 the status of a single, unmarried person.

4 II. CHILD CUSTODY AND CHILD SUPPORT

5 A. LEGAL CUSTODY PROVISIONS

6 The parents shall have joint legal custody of the minor children,
7 which entails the following:

8 1. Each party shall consult and cooperate with the other in
9 substantial questions relating to educational programs, significant changes
10 in social environment, and health care of the children.

11 2. Each party shall have access to medical and school records
12 pertaining to their children and be permitted to independently consult
13 with any and all professionals involved with the children.

14 3. All schools and counselors for the children shall be selected
15 jointly by the parties. In the event the parties cannot agree to the selection
16 of a school, the children shall be maintained in the school then being
17 attended, pending mediation and/or the issuance of an appropriate Order
18 by the Court having appropriate jurisdiction over the issue.

19 4. All health care providers, including all psychological counselors
20 and mental health providers, for the children shall be selected jointly by
21 the parties.

22 5. Each party shall be empowered to obtain emergency health care
23 for the children without the consent of the other party. Each party shall
24 notify the other party as soon as reasonably possible as to any illness
25 requiring medical attention, or any emergency involving the children.

26 6. Both parties may participate in all activities involving any of
27 their children, including, but not limited to, such activities as open house,
28 attendance at all school and church activities and events, athletic events,

1 school plays, graduation ceremonies, school carnivals, and any other events
2 involving the children.

3 7. Each party shall provide the other party with the address and
4 telephone number at which the minor children reside, and to notify the
5 other party at least ten (10) days prior to any change of address and
6 provide the telephone number of such address change as soon as it is
7 assigned.

8 8. Each party shall provide the other party with a travel itinerary
9 and, whenever reasonably possible, telephone numbers at which the
10 children can be reached whenever the children will be away from that
11 party's home for a period of two (2) nights or more.

12 9. The parties shall encourage liberal communication between the
13 children and the other party. Each party shall be entitled to reasonable
14 telephone/FaceTime communication with the children, as well as
15 communicating with the children through or by any other form of
16 communication, including text messages and emails; and each party agrees
17 that he or she will not unreasonably interfere with the children's right to
18 privacy during any such telephone/FaceTime conversations and/or other
19 forms of communication. Each party agrees to be restrained, and is
20 restrained, from unreasonably interfering with the children's right to
21 privacy during such telephone conversations.

22 10. Neither party shall interfere with each child's right to transport
23 the child's clothing and personal belongings freely between the parties'
24 respective homes. Each party agrees that he or she will forthwith return to
25 the other party any such children's clothing and/or personal belonging
26 purchased by the other party.

27 11. Neither party shall disparage the other in the presence of the
28 children, nor shall either party make any comment of any kind that would

1 demean the other party in the eyes of the children. Additionally, each
2 party agrees to instruct their respective family and friends that no
3 disparaging remarks are to be made regarding the other party in the
4 presence of the children. The parties shall take all action necessary to
5 prevent such disparaging remarks from being made in the presence of the
6 children.

7 12. The parties further agree to communicate directly with each
8 other regarding the needs and well being of their children and each party
9 agrees not to use the children to communicate with the other party
10 regarding parental issues.

11 B. PHYSICAL CUSTODY

12 1. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
13 that, with the exception of the modification to the custody schedule,
14 holiday schedule, and child support orders as set forth herein, the Court's
15 September 20, 2019 Decision and Order is incorporated and merged into
16 this Decree of Divorce as though the same were set forth herein in full. In
17 this regard, the Court finds that MINH initially chose to move to Irvine,
18 California, without the children, as the Court addresses such option in the
19 Court's September 20, 2019 Decision and Order; however, during the trial
20 proceedings on August 13 and September 4, 2020, MINH testified that
21 she now intends to reside in Clark County, Nevada, during her custodial
22 time with the children. Thus, based on MINH's said testimony, IT IS
23 ORDERED, ADJUDGED, AND DECREED that JIM and MINH shall
24 have joint physical custody of their minor children, HANNAH VAHEY,
25 born March 19, 2009, MATTHEW VAHEY, born June 26, 2010, and
26 SELENA VAHEY, born April 4, 2014, and shall alternate custody on a
27 week on/week off basis from Friday at 9:00 a.m. to Friday at 9:00 a.m. as
28 . . .

1 the parties have been doing since April 23, 2020 pursuant to the Order
2 from April 22, 2020 Hearing, entered on June 1, 2020.

3 2. SUMMER BREAK FROM SCHOOL: IT IS FURTHER
4 ORDERED, ADJUDGED, AND DECREED that the parties shall equally
5 divide the children's summer vacation or intersession break. Presently, the
6 children's summer vacation or intersession break from school is ten (10)
7 weeks long. In order to ensure each party receives five (5) weeks of the
8 children's ten (10) week summer vacation or intersession break, one parent
9 will have custody of the children for the first week of summer vacation or
10 intersession break and one party will have the last week of summer
11 vacation or intersession break. The middle eight (8) weeks of the
12 children's summer vacation or intersession break shall be divided equally
13 into four (4) two week parts, which the parties shall alternate two (2)
14 weeks on/two (2) weeks off. Accordingly, the parent who has custody of
15 the children pursuant to the regular custody schedule on the children's last
16 week of school will also have the children for the first week of summer
17 vacation or intersession break. The parties will then alternate the eight (8)
18 weeks following the first week of summer vacation or intersession break on
19 a two (2) week on/two (2) week off basis. The parent who did not have the
20 children for the first week of summer will then have the children for the
21 last week of the summer vacation or intersession break until the Friday
22 before school begins, when the parties will resume the regular week
23 on/week off schedule. This ensures each parent receives five (5) weeks of
24 the children's ten (10) week summer vacation or intersession break.

25 3. CHRISTMAS VACATION OR WINTER BREAK: IT IS
26 FURTHER ORDERED, ADJUDGED, AND DECREED that JIM and
27 MINH shall share the children's Christmas or Winter break from school
28 (the "Winter Break") as follows:

1 a. The children's Winter Break shall be divided into two (2)
2 "approximately equal" time periods. The first time period shall begin on
3 the day the children get out of school for the Winter Break (at the time
4 school ends for the day), and shall end at noon on the day that is the
5 halfway point of the Winter Break. However, the parent entitled to have
6 the children for the first time period shall be entitled to have the children
7 for the entire Christmas Day (December 25th) until at least noon (12:00
8 p.m.) on December 26th (or until noon on the day the first time period
9 ends if such day is after December 26th). The second time period shall
10 begin at noon on the day the first time period ends, and it shall continue
11 until the day the children return to school (at the time school begins for
12 the day).

13 b. JIM and MINH shall alternate the time periods they have
14 with the children each year. During all odd numbered years, JIM shall
15 have the children during the first time period, and MINH shall have the
16 children during the second time period. During all even numbered years,
17 MINH shall have the children during the first time period, and JIM shall
18 have the children during the second time period.

19 4. THANKSGIVING: IT IS FURTHER ORDERED,
20 ADJUDGED, AND DECREED that every odd numbered year, MINH
21 shall have the children for the Thanksgiving holiday. During even
22 numbered years, JIM shall have the children for the Thanksgiving holiday.
23 Such vacation period shall begin on the day and at the time the children
24 get out of school for the Thanksgiving vacation from school, and continue
25 until the day and at the time the children are required to return to school
26 after Thanksgiving Day.

27 5. EASTER VACATION OR SPRING BREAK: IT IS FURTHER
28 ORDERED, ADJUDGED, AND DECREED that JIM shall have the

1 children during the entire period of the children's Easter or Spring break
2 vacation from school every odd numbered year. MINH shall have the
3 children for such vacation period every even numbered year. Such
4 vacation period shall start when the children get out of school to begin the
5 Easter or Spring break vacation, and shall continue until the day and at the
6 time the children are required to return to school after the Easter or Spring
7 break vacation.

8 6. FATHER'S DAY: IT IS FURTHER ORDERED, ADJUDGED,
9 AND DECREED that regardless of which parent is entitled to have the
10 children on the Sunday which is designated "Father's Day," JIM shall be
11 entitled to have the children from 9:00 a.m. on the Friday before Father's
12 Day (or at the time the children get out of school if the children are in
13 school on such Friday), until the following Monday morning at 9:00 a.m.

14 7. MOTHER'S DAY: IT IS FURTHER ORDERED, ADJUDGED,
15 AND DECREED that regardless of which parent is entitled to have the
16 children on the Sunday designated as "Mother's Day," MINH shall be
17 entitled to have the children from 9:00 a.m. on the Friday before Mother's
18 Day (or at the time the children get out of school if the children are in
19 school on such Friday), until the following Monday morning at 9:00 a.m.

20 8. CHILDREN'S BIRTHDAYS: IT IS FURTHER ORDERED,
21 ADJUDGED, AND DECREED that the parent entitled to have the
22 children on any particular day, based upon the above custody schedule,
23 shall continue to be so entitled to have the children on that particular day
24 even though it may be the birthday of one of the parties' children.

25 9. OTHER NATIONALLY AND STATE-OBSERVED
26 HOLIDAYS: IT IS FURTHER ORDERED, ADJUDGED, AND
27 DECREED that with respect to such nationally observed holidays and
28 holidays observed by the State of Nevada, such as Martin Luther King

1 Day, President's Day, Memorial Day, Labor Day, and any other such
2 holiday where the Monday of any particular week is observed as a national
3 or state holiday, and the Fourth of July, Columbus Day, and Veterans' Day
4 holidays, the parent who has the actual physical custody of the children
5 based upon the above custody schedule shall continue to be so entitled to
6 have the children on that particular day even though it may be such a
7 holiday.

8 10. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
9 that the physical custody provisions as they apply to both parents as set
10 forth above in subparagraphs A(2) through A(8) shall take precedence over
11 the alternating weekly custody schedule provided in subparagraph A(1).
12 At the conclusion of each of the holiday time periods set forth in
13 subparagraphs A(2) through A(8), the parties shall resume their alternating
14 weekly schedule as set forth in subsection A(1) as if the alternating weekly
15 schedule had not been interrupted by the holiday time period.

16 11. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
17 that in effectuating and implementing the aforementioned physical custody
18 arrangements, the parties shall exchange the children at the children's
19 school if the children are attending school at the time the exchange is to
20 occur or, if the children are not attending school, the parties shall exchange
21 the children at the Lake Las Vegas South Shore guard station.

22 C. CHILD SUPPORT

23 1. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
24 that based on the significant income of the parties and their ability to
25 support the children, neither party shall owe a child support obligation to
26 the other party under the child support provisions set forth in NAC
27 425.005 et seq.

28 . . .

1 2. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
2 that JIM shall continue to maintain health insurance for the minor
3 children. Each party shall be responsible for one-half ($\frac{1}{2}$) the cost of the
4 medical insurance JIM provides for the minor children. JIM currently pays
5 \$964.00 per month for the children's health insurance. Thus, MINH shall
6 pay to JIM \$432.00 per month for her one-half ($\frac{1}{2}$) portion of the
7 children's health insurance.

8 3. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
9 that the parties shall equally share the cost of all medical, surgical, dental,
10 orthodontic, psychological, and optical expenses of the minor children
11 which are not paid by any medical insurance covering the children. Each
12 party shall be responsible for the payment of his or her share of such
13 medical-related expenses, regardless of which party actually pays or incurs
14 such expense, and the party actually paying any such expense shall be
15 reimbursed by the other for his or her one-half ($\frac{1}{2}$) share of the same.
16 Within thirty (30) days from the date either party actually incurs and pays
17 for any such medical-related expense for any minor child, such party shall
18 provide the other party with the appropriate written verification of such
19 expense, and such party also shall provide written verification of his or her
20 actual payment of the same. Any such reimbursement required pursuant
21 to this Order shall be paid within thirty (30) days of the party's receipt of
22 the other party's written request for such reimbursement, which shall
23 include written verification of such expense having been incurred by the
24 other party. IT IS FURTHER ORDERED that each party's obligation to
25 pay such medical-related expenses (i.e., both the medical insurance and any
26 medical expenses not paid by such insurance) shall continue until each
27 child becomes legally emancipated or reaches the age of eighteen (18)
28 years, whichever first occurs; however, if the child for whom such support

1 is being paid has not been legally emancipated and is still attending high
2 school at the time of the child's 18th birthday, such child support shall
3 continue until the child graduates from high school or attains the age of
4 nineteen (19) years, whichever first occurs.

5 4. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
6 that each party shall be equally responsible for the cost of the children's
7 school tuition and expenses.

8 5. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
9 that given the parties' significant incomes, there will be no order for the
10 parties to equally share the cost of the children's extracurricular activities.
11 The parties may seek a Court order regarding any specific expense for the
12 children upon which they are unable to reach an agreement to share the
13 expense.

14 D. NOTICES

15 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, and
16 the parties are put on notice, that the following Nevada statutory
17 provisions apply to each party:

18 1. The provisions of NRS 125C.006, NRS 125C.0065, NRS
19 125C.007, and NRS 125C.0075 apply to each party. Specifically, such
20 Nevada statutory provisions provide as follows with respect to a parent's
21 desire to relocate with the minor children to a place outside the State of
22 Nevada or to a place within the State of Nevada that is at such a distance
23 that the relocation would substantially impair the ability of the other
24 parent to maintain a meaningful relationship with the minor children –
25 (these provisions do not apply to vacations planned by either parent):

26 **NRS 125C.006 Consent required from noncustodial**
27 **parent to relocate child when primary physical custody**
28 **established; petition for permission from court; attorney's**
fees and costs.

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

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

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

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

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

13 (b) For the purpose of harassing the custodial
14 parent.

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

17 **NRS 125C.0065 Consent required from non-**
18 **relocating parent to relocate child when joint physical**
19 **custody established; petition for primary physical custody;**
attorney's fees and costs.

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

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

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

28 ...

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

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

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

9 3. A parent who relocates with a child pursuant to this
10 section before the court enters an order granting the parent
11 primary physical custody of the child and permission to
12 relocate with the child is subject to the provisions of NRS
13 200.359.

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

16 1. In every instance of a petition for permission to
17 relocate with a child that is filed pursuant to NRS 125C.006 or
18 125C.0065, the relocating parent must demonstrate to the
19 court that:

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

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

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

27 2. If a relocating parent demonstrates to the court the
28 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;

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

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

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

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

18 **NRS 125C.0075 Unlawful relocation with child;
19 attorney's fees and costs. If a parent with primary
20 physical custody or joint physical custody relocates with
21 a child in violation of NRS 200.359.**

22 1. The court shall not consider any post-relocation
23 facts or circumstances regarding the welfare of the child or the
24 relocating parent in making any determination.

25 2. If the non-relocating parent files an action in
26 response to the violation, the non-relocating parent is entitled
27 to recover reasonable attorney's fees and costs incurred as a
28 result of the violation.

2. NRS 125C.0045(6) provides as follows with respect to either
parent's violation of this Court Order:

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

1 3. Pursuant to NRS 125C.0045(7) and (8), the terms of the
2 Hague Convention of October 25, 1980, adopted by the Fourteenth
3 Session of the Hague Conference on Private International Law, apply if a
4 parent abducts or wrongfully retains a child in a foreign country. The
5 Court finds and concludes that the minor children's habitual residence is
6 located in the County of Clark, State of Nevada, within the United States
7 of America. NRS 125C.0045(7) and (8) specifically provide as follows:

8 Section 7. In addition to the language required pursuant
9 to subsection 6, all orders authorized by this section must
10 specify that the terms of the Hague Convention of October 25,
11 1980, adopted by the 14th Session of the Hague Conference
12 on Private International Law, apply if a parent abducts or
13 wrongfully retains a child in a foreign country.

14 Section 8. If a parent of the child lives in a foreign
15 country or has significant commitments in a foreign country:

16 (a) The parties may agree, and the court shall
17 include in the order for custody of the child, that the United
18 States is the country of habitual residence of the child for the
19 purposes of applying the terms of the Hague Convention as set
20 forth in Subsection 7.

21 (b) Upon motion of one of the parties, the court
22 may order the parent to post a bond if the court determines
23 that the parent poses an imminent risk of wrongfully removing
24 or concealing the child outside the country of habitual
25 residence. The bond must be in an amount determined by the
26 court and may be used only to pay for the cost of locating the
27 child and returning the child to his or her habitual residence if
28 the child is wrongfully removed from or concealed outside the
country of habitual residence. The fact that a parent has
significant commitments in a foreign country does not create
a presumption that the parent poses an imminent risk of
wrongfully removing or concealing the child.

1 4. Pursuant to the terms of the Parental Kidnapping Prevention
2 Act, 28 U.S.C. § 1738A, and the Uniform Child Custody Jurisdiction and
3 Enforcement Act, NRS 125A.005, et seq., the courts of Nevada have
4 exclusive modification jurisdiction of the custody, visitation, and child
5 support terms relating to the child at issue in this case so long as either of
6 the parents, or the child, continue to reside in Nevada.

1 5. Pursuant to NRS 125.007, the parties are placed on notice that
2 the wages and commissions of the party responsible for paying support are
3 subject to assignment or withholding for the purpose of payment of the
4 foregoing obligation of support as provided in NRS 31A.025 through
5 31A.350, inclusive.

6 6. Pursuant to NRS 125B.095, if an installment of an obligation
7 to pay support for a child becomes delinquent in the amount owed for one
8 (1) month's support, a 10% per annum penalty must be added to the
9 delinquent amount. In this regard, NRS 125B.095 provides as follows:

10 **NRS 125B.095 Penalty for delinquent payment of**
11 **installment of obligation of support.**

12 1. Except as otherwise provided in this section and
13 NRS 125B.012, if an installment of an obligation to pay
14 support for a child which arises from the judgment of a court
15 becomes delinquent in the amount owed for 1 month's
16 support, a penalty must be added by operation of this section
17 to the amount of the installment. This penalty must be
18 included in a computation of arrearages by a court of this State
19 and may be so included in a judicial or administrative
20 proceeding of another state. A penalty must not be added to
21 the amount of the installment pursuant to this subsection if the
22 court finds that the employer of the responsible parent or the
23 district attorney or other public agency in this State that
24 enforces an obligation to pay support for a child caused the
25 payment to be delinquent.

26 2. The amount of the penalty is 10 percent per
27 annum, or portion thereof, that the installment remains
28 unpaid. Each district attorney or other public agency in this
State undertaking to enforce an obligation to pay support for
a child shall enforce the provisions of this section.

1 7. Pursuant to NRS 125B.140, if an installment of an obligation
2 to pay support for a child becomes delinquent, the Court will determine
3 interest upon the arrearages at a rate established pursuant to NRS 99.040,
4 from the time each amount became due. Interest will continue to accrue
5 on the amount ordered until it is paid, and additional attorney's fees must
6 be allowed if required for collection.

7 . . .

1 8. Pursuant to NRS 125B.145, the parties are placed on notice
2 that the Court's order for support will be reviewed by the Court at least
3 every three (3) years to determine whether the order should be modified.
4 The review will be conducted upon the filing of a request by (1) a parent
5 or legal guardian of the child; or (2) the Division of Welfare and
6 Supportive Services of the Department of Health and Human Services, its
7 designated representative or the District Attorney's Office, if the Division
8 of Welfare and Supportive Services or the District Attorney has
9 jurisdiction over the case. In this regard, NRS 125B.145 provides as
10 follows:

11 1. An order for the support of a child must, upon the
12 filing of a request for review by:

13 (a) The Division of Welfare and Supportive
14 Services of the Department of Health and Human Services, its
15 designated representative or the district attorney, if the
16 Division of Welfare and Supportive Services or the district
17 attorney has jurisdiction in the case; or

18 (b) A parent or legal guardian of the child, be
19 reviewed by the court at least every 3 years pursuant to this
20 section to determine whether the order should be modified or
21 adjusted. Each review conducted pursuant to this section must
22 be in response to a separate request.

23 2. If the court:

24 (a) Does not have jurisdiction to modify the
25 order, the court may forward the request to any court with
26 appropriate jurisdiction.

27 (b) Has jurisdiction to modify the order and,
28 taking into account the best interests of the child, determines
that modification or adjustment of the order is appropriate, the
court shall enter an order modifying or adjusting the previous
order for support in accordance with the requirements of NRS
125B.070 and 125B.080.

 3. The court shall ensure that:

 (a) Each person who is subject to an order for the
support of a child is notified, not less than once every 3 years,
that the person may request a review of the order pursuant to
this section; or

1 (b) An order for the support of a child includes
2 notification that each person who is subject to the order may
request a review of the order pursuant to this section.

3 4. An order for the support of a child may be reviewed
4 at any time on the basis of changed circumstances. For the
5 purposes of this subsection, a change of 20 percent or more in
6 the gross monthly income of a person who is subject to an
order for the support of a child shall be deemed to constitute
changed circumstances requiring a review for modification of
the order for the support of a child.

7 5. As used in this section:

8 (a) "Gross monthly income" has the meaning
9 ascribed to it in NRS 125B.070.

10 (b) "Order for the support of a child" means such
11 an order that was issued or is being enforced by a court of this
state.

12 9. The parties are put on notice that NAC 425.165 provides the
13 following:

14 NOTICE: If you want to adjust the amount of child support
15 established in this order, you MUST file a motion to modify
16 the order with or submit a stipulation to the court. If a motion
17 to modify the order is not filed or a stipulation is not
18 submitted, the child support obligation established in this
19 order will continue until such time as all children who are the
20 subject of this order reach 18 years of age or, if the youngest
child who is subject to this order is still in high school when he
or she reaches 18 years of age, when the child graduates from
high school or reaches 19 years of age, whichever comes first.
Unless the parties agree otherwise in a stipulation, any
modification made pursuant to a motion to modify the order
will be effective as of the date the motion was filed.

21 10. The parties shall provide the information required by NRS
22 125.130, NRS 125.230, and NRS 125B.055, on a separate form to be
23 submitted to the Court and the Division of Welfare and Supportive
24 Services of the Department of Health and Human Services ("Welfare
25 Division") within ten (10) days from the date the Court enters this Decree
26 of Divorce terminating the parties' marriage. The parties shall update such
27 information filed with the Court and the Welfare Division within ten (10)
28 days should any of the information required to be provided become

1 inaccurate. Specifically, at such times as set forth above, each party shall
2 provide the following information to the Court and the Welfare Division,
3 as required by NRS 125.130, NRS 125.230, and NRS 125B.055: (1) such
4 party's social security number; (2) such party's residential and mailing
5 address; (3) such party's telephone number; (4) such party's driver's
6 license number; (5) the name, address, and telephone number of such
7 party's employer; and (6) the social security number of each minor child.
8 Such information shall be maintained by the Clerk of the Court and the
9 Welfare Division in a confidential manner, and such information shall not
10 be made part of the public record.

11 III. MERGER OF MARITAL SETTLEMENT AGREEMENT

12 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
13 the parties' Marital Settlement Agreement be, and the same hereby is,
14 ratified, confirmed, and approved by this Court, and the same is
15 incorporated and merged into, and shall become a part of, this Decree of
16 Divorce as if the same were included in this Decree in its entirety.

17 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
18 the parties' Marital Settlement Agreement, a copy of which has been filed
19 with the Court as a sealed document, shall remain a sealed document in
20 the Court's files, and the same shall not be open to public inspection.

21 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
22 each party shall comply with each and every provision set forth in, and
23 perform all acts and obligations required by, the Marital Settlement
24 Agreement, under penalty of contempt.

25 IV. ADDITIONAL ORDERS

26 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
27 regarding each party's request for reimbursement for the payment of
28 expenses for the parties' children, MINH is entitled to reimbursement from

1 JIM in the amount of \$4,000.00 and JIM is entitled to reimbursement
2 from MINH in the amount of \$16,059.00. Accordingly, MINH shall pay
3 \$12,059.00 to JIM within sixty (60) days of September 4, 2020, and this
4 amount is reduced to judgment, shall accrue interest at the statutory rate,
5 and is collectible by all lawful means.

6 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
7 as and for her reimbursement to JIM of her one-half ($\frac{1}{2}$) portion of the
8 children's health insurance for the period of January 2019 to September
9 2020, MINH shall pay \$8,771.00 to JIM within sixty (60) days of
10 September 4, 2020, and this amount is reduced to judgment, shall accrue
11 interest at the statutory rate, and is collectible by all lawful means.

12 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
13 as and for her reimbursement to JIM for the cost of her health insurance
14 for the period of January 2019 to September 2020, MINH shall pay
15 \$11,946.00 to JIM within sixty (60) days of September 4, 2020, and this
16 amount is reduced to judgment, shall accrue interest at the statutory rate,
17 and is collectible by all lawful means.

18 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
19 the 529 accounts the parties established for their children shall each be
20 divided into two (2) separate accounts (529 accounts), with MINH having
21 one (1) such account in her name for the benefit of the children, and JIM
22 having the other account in his name for the benefit of the children. In
23 this regard, MINH shall be entitled to receive seventy five percent (75%)
24 of the monies currently held in the 529 accounts, and JIM shall receive the
25 remaining twenty five percent (25%) of the monies held in the 529
26 accounts. Such accounts shall be held by each party for the benefit of the
27 children and shall continue to be held by each party in trust for the child
28 for whom the account has been opened, and each party agrees to use the

1 monies held in each child's account for the benefit of the child's
2 attainment of his or her post-high school education. The parties have a
3 fiduciary responsibility to use the monies in the 529 accounts for the
4 benefit of the children, and shall account to each other regarding the 529
5 accounts.

6 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
7 MINH's request for reimbursement for any monies paid toward the Acura
8 and the dock for JIM's home is denied for insufficient proof.

9 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
10 JIM's request for the Court to apportion the payment of the parties' tax
11 liabilities for the 2014, 2015, 2016, and 2017 tax years pursuant to the
12 parties' Premarital Agreement and based on the tax liability owed by each
13 party for that party's separate property is denied.

14 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
15 the parties shall pay their own respective attorneys' fees, experts' fees, and
16 costs incurred in this matter.

17 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
18 the Joint Preliminary Injunction entered in this matter is dissolved.

19 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
20 this matter will be kept in a confidential and sealed file in accordance with
21 the Order of this Court entered on January 3, 2019.

22 DATED this ____ day of _____, 2020.

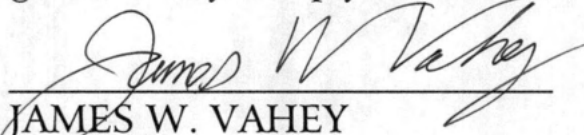
23
24 _____
25 DISTRICT JUDGE

26 . . .

27 . . .

28 . . .

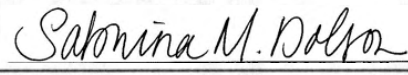
1 The parties to this action, JAMES W. VAHEY, Plaintiff, and MINH
2 NGUYET LUONG, Defendant, hereby STIPULATE AND AGREE to the
3 Court's entry of the Decree of Divorce set forth above, and each party
4 agrees to fully comply with the same.

5 
6 JAMES W. VAHEY
7 Plaintiff

MINH NGUYET LUONG
Defendant

8
9 Submitted by:
10 THE DICKERSON KARACSONYI
LAW GROUP

Approved as to form and content:
PAGE LAW FIRM

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

By _____
FRED PAGE, ESQ.
Nevada Bar No. 006080
6930 South Cimarron Road #140
Las Vegas, Nevada 89113
Attorney for Defendant

18 Decree of Divorce (James W. Vahey v. Minh Nguyet Luong, Case No. D-18-581444-D)
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EXHIBIT 9

EXHIBIT 9

EXHIBIT 9

PAGE LAW FIRM

ATTORNEY AT LAW
6930 SOUTH CIMARRON ROAD, SUITE 140, LAS VEGAS, NEVADA 89113
TELEPHONE (702) 823-2888 | MOBILE (702) 469-3278 | FACSIMILE (702) 628-9884

December 23, 2020

Fred Page, Esq.
email: fpage@pagelawoffices.com

VIA E-SERVICE ONLY

Sabrina Dolson, Esq.
Dickerson Karacsonyi Law Group
1745 Village Center Circle
Las Vegas, Nevada 89134

Re: James W. Vahey v. Minh Nguyet Luong
PLF Client: Minh Nguyet Luong
Case No.: D-18-581444-D
Subject: Email Dated December 21, 2020

Dear Ms. Dolson:

We are in receipt of the correspondence from your in response to the email dated 1office dated November 10, 2020, regarding the proposed Vacation/Holiday Schedule. Dr. Luong responds to Jim's proposal below.

Vacation:

We are in agreement that there is no need for a vacation schedule since the parties are in agreement that summer should be a two week on/two week off schedule.

Summer Break:

What Jim has proposed for summer break is unnecessarily complicated. As set out below, because the three day holidays move throughout the calendar, there is no guarantee that one parent will always receive the holiday. If Jim believes his position to be correct please have him provide some substantiation regarding the same. The two weeks on/two weeks off should commence the first full week the children are out of school, and should end the first full week school reconvenes.

Holidays:

Thanksgiving

Dr. Luong is fine with Jim having Thanksgiving in the even numbered years and her having Thanksgiving in the odd numbered years.

Sabrina Dolson, Esq.

December 23, 2020

Page 2

Winter Break

Dr. Luong's birthday is meaningful to her and she would like spend the day with the children. However, as long as the provision is reciprocal, that Jim is not similarly entitled to have the children on his birthday, then Dr. Luong will withdraw her request.

Martin Luther King Day, President's Day, Memorial Day, and Labor Day

Given Jim's response, rather than observing by three-day weekends, Dr. Luong proposes that the party who has the children commencing that Friday at the exchange that the parent who has the children for that week continue having the children until the following Friday. The there will be less interaction between the parties this way. Because the timing of the holidays is going to vary from year to year there is no reason to engage in extra calculations to make sure it is exactly even.

Easter/Spring Break

The only reason Dr. Luong had Easter/Spring Break last year was due to the fact that she was residing in Irvine, California. Dr. Luong reiterates her request to have the children for Easter/Spring Break for the odd numbered years.

Mother's Day/Father's Day/Children's Birthdays

The parties are in agreement on this issue.

Fourth of July/Columbus Day/Veterans Day

The parties are in agreement on this issue.

Pick Up/Drop Off:

Dr. Luong has no issue with picking up the children at the guard gate is Jim believes that the she will somehow try to try and enter his house without permission. Dr. Luong's accusation of violence by Jim toward her was and is accurate and was witnessed by all three children. The audio recording that Jim, for some unknown reason submitted, also backs up her accusation.

The standard in Nevada is that the receiving parent picks up. The Court specifically stated as such. If Jim wants to record the pickups at Dr. Luong's house he is free to do so. There should be no reason why Jim would have to enter Dr. Loung's house to pick up the

Sabrina Dolson, Esq.
December 23, 2020
Page 3

children. Nothing has been established, but it seems reasonable that Dr. Luong will have security cameras at her house.

The statement is made that forcing Dr. Luong to have to do 100 percent of the transportation would "not significantly inconvenience her." There is no reason in fact or law for anyone to have to cater to Jim because he does not want to be inconvenienced, but is somehow okay for Dr. Luong to be inconvenienced.

The claim that Dr. Luong would somehow force Jim to pick up the children in California is just silly. Of course, any custody exchanges, would take place in Nevada. It is surprising that Jim would even bring up such a thing to try and avoid having the receiving parent pick up.

Accordingly, the receiving parent will need to pick up the children at the commencement of their time share.

Health Insurance:

Attached as Exhibit A is the health insurance summary purchased by Dr. Luong. The coverage is the same only less expensive. Again, Dr. Luong's one-half portion of the health insurance premium allocable to the children is approximately \$400 per month. Dr. Luong has been able to obtain equivalent health insurance for the children at a much lower cost. The cost of the premium for the children is approximately \$400 per month. Jim's one-half portion will be approximately \$200 per month or approximately one-half of what Dr. Luong is being charged now.

There is no good reason to not utilize the health insurance for the children Dr. Luong has been able to obtain as it is less expensive and provides equivalent coverage.

Your time and attention to this matter are appreciated. Should you have any questions or concerns, please do not hesitate to contact us at the number above.

Very truly yours,

PAGE LAW FIRM

Fred Page, Esq.

Enc.
FCP

EXHIBIT A

VOLUME XII

AA002432

Health Coverage Summary

Freedom Life Insurance Company of America, a USHEALTH Group® company, offers you the option of applying for coverage under the following individual insurance plans.

Your total estimated monthly cost for all of the plans listed below is \$690.37



PremierChoice

The PremierChoice Specified Disease/Sickness and Accident PPO Plans provide first dollar payments for expenses incurred for covered healthcare services without a calendar year deductible having to be first satisfied. These plans utilize the nationwide **UnitedHealthcare Choice Plus Network** and pay the expenses charged for covered services after the PPO discount, up-to each benefit maximum. Plus, you can buy more coverage if you need it, including PremierMed, the catastrophic safety net, without additional underwriting! Ask your Agent how!

Coverage Selected:
Primary Insured: Plan 1
Child 1: Plan 1
Child 2: Plan 1
Child 3: Plan 1

For more detailed information - click below:

[Popular Plan Features](#)

[PremierChoice Brochure](#)



PremierChoice Health & Wellness

The PremierChoice Health & Wellness PPO Plans provide **first dollar fixed indemnity benefit payments for wellness and health screening services without having to satisfy a calendar year deductible**. These plans utilize the nationwide **UnitedHealthcare Choice Plus Network**.

Coverage Selected:
Primary Insured: Plan 3
Child 1: Plan 3
Child 2: Plan 3
Child 3: Plan 3

For more detailed information - click below:

[Popular Plan Features](#)

[PremierChoice Health & Wellness Brochure](#)

The above description is intended only as a general information and only provides a brief overview of some of the standard benefits of the product(s) shown above. Please click the links for more details on each plan including any limitations or exclusions.



PremierMed

The PremierMed Plan provides comprehensive outpatient and inpatient short term medical expense coverage and also utilizes the nationwide **UnitedHealthcare Choice Plus Network**. After a \$3,000 deductible is met, which is less than the typical deductible available on either an ACA bronze or silver plan in the federally facilitated marketplace, 100% of incurred expenses for covered sickness and bodily injury is paid.

But, why pay for comprehensive medical expense coverage until you need it?

With the PremierChoice Plans and the PremierChoice Rider providing each insured with the guaranteed right to Upgrade to the comprehensive medical coverage of PremierMed, you don't have to buy comprehensive coverage until you need it.

For more detailed information - click below:

[Popular Plan Features](#)

[PremierMed Brochure](#)



MedGuard - Lump Sum Benefit Critical Illness Insurance

The MedGuard Plan provides lump sum benefit payments to the insured to help offset any out of pocket healthcare expenses or other household expenses if a covered critical health incident occurs in the future. Additionally, even if a covered critical health incident does not occur, 100% of the Plan's benefit amount is paid to the named beneficiary upon the insured's death. This unique and valuable MedGuard coverage is achieved by combining the Plan's 5-year renewable term life benefit payable to the named beneficiary with a stated percentage of the Plan's life benefit paid in lump sum to the insured for covered critical illnesses, injuries and surgeries. The life benefit is reduced by the amount of lump sum benefits paid.

Primary's Benefit: \$29,462.00

Child 1's Benefit: \$10,000.00

Child 2's Benefit: \$10,000.00

Child 3's Benefit: \$10,000.00

For more detailed information - click below:

[Popular Plan Features](#)

[MedGuard Brochure](#)



AccidentProtector - Excess Bodily Injury Medical Expense Coverage

AccidentProtector is an excess medical expense coverage insurance plan, designed to help fill the gap of out-of-pocket expenses you may incur as a result of accidental bodily injury. The plan pays up to the selected excess medical expense amount after the applicable deductible is met.

Primary Insured: \$500.00 Deductible with \$10,000.00 Accident Coverage

Child 1: \$500.00 Deductible with \$10,000.00 Accident Coverage

Child 2: \$500.00 Deductible with \$10,000.00 Accident Coverage

Child 3: \$500.00 Deductible with \$10,000.00 Accident Coverage

For more detailed information - click below:

[Popular Plan Features](#)

[AccidentProtector Brochure](#)



PremierVision

The PremierVision plan is easy to use and can help save you money with both insurance benefits and negotiated discounts provided by the Spectera Eyecare Network. PremierVision provides benefits for the annual comprehensive eye exam, corrective standard lenses and frames, or corrective contact lenses in lieu of lenses and frames.

Coverage Selected:

Primary Insured

Child 1

Child 2

Child 3

For more detailed information - click below:

[Popular Plan Features](#)

[PremierVision Brochure](#)

Your total estimated monthly cost for all of the plans listed above is \$690.37

The above description is intended only as a general information and only provides a brief overview of some of the standard benefits of the product(s) shown above. Please click the links for more details on each plan including any limitations or exclusions.

EXHIBIT 10

EXHIBIT 10

EXHIBIT 10

THE DICKERSON KARACSONYI LAW GROUP

ROBERT P. DICKERSON
JOSEF M. KARACSONYI
NATALIE E. KARACSONYI
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January 5, 2021

Fred Page, Esq.
Page Law Firm
6930 South Cimarron Road, Suite 140
Las Vegas, Nevada 89113
fpage@pagelawoffices.com

SENT VIA E-MAIL

Re: *James W. Vahey v. Minh Nguyet Luong*

Dear Fred:

This letter is being sent in response to your December 23, 2020 letter to address the remaining issues between the parties.

Holidays:

Easter/Spring Break - The parties still do not agree regarding the custody schedule for the Easter/Spring Break holiday. Dr. Luong has provided no reasoning for her request to have custody of the children for their Easter/Spring Break holiday two (2) years in a row. The fact that Dr. Luong had the children for their Easter/Spring Break holiday this year due to her residing in California is not sufficient reasoning to give her the holiday two (2) years in a row. The Court would fairly alternate this holiday and award the Easter/Spring Break holiday to Dr. Vahey in odd years. It is not reasonable to continue to argue over the sharing of this holiday. Dr. Luong should continue to have the children for the Easter/Spring Break from school in even numbered years, and Dr. Vahey should have the children in odd numbered years. This would also ensure each party has custody of the children for either the Easter/Spring Break or the Thanksgiving Break each year.

Three-Day Holiday Weekends - I believe the parties are in agreement regarding the sharing of three-day holiday weekends. For the three-day holiday weekends, including Martin Luther King, Jr. Day, President's Day, Memorial Day, and Labor Day, these holiday weekends will be allocated to the parent who is scheduled to

Fred Page, Esq.
January 5, 2021
Page 2

have the children on such dates pursuant to their regular custody schedule. Please correct me if I misunderstood your letter.

Summer Break - We understand the Summer Break custody schedule may seem overly complicated, but it ensures that the parties equally divide the ten (10) week period. If the two (2) week on/two (2) week off schedule commences the first full week the children are out of school, one parent would receive six (6) weeks of the Summer Break and the other parent would receive four (4). Accordingly, please have Dr. Luong reconsider the following provision for Summer Break:

SUMMER BREAK FROM SCHOOL: IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that during the children's summer vacation or intersession break, the parties shall alternate custody of the children every two (2) weeks. In order to ensure each party receives five (5) weeks of the children's ten (10) week summer vacation or intersession break, the parent who has custody of the children pursuant to the regular custody schedule on the children's last week of school will also have the children for the first week of summer vacation or intersession break. The parties will then alternate the eight (8) weeks following the first week of summer vacation or intersession break on a two (2) week on/two (2) week off basis. The parent who did not have the children for the first week of summer will then have the children for the last week of the summer vacation or intersession break until the Friday before school begins, when the parties will resume the regular week on/week off schedule. This ensures each parent receives five (5) weeks of the children's ten (10) week summer vacation or intersession break.

Miscellaneous Issue - Based on the parties' week on/week off custody schedule, it is possible for one party to have three (3) consecutive weeks with the children if Spring Break is awarded to the party whose regular custody week falls before and after Spring Break. Hannah's therapist does not believe that it is in Hannah's best interest for there to be long consecutive periods of custody that deviate from the regular week on/week off schedule. To ensure neither parent has the children for three (3) consecutive weeks, Dr. Vahey proposes that when such an instance occurs, the parents will modify the custody schedule and the parent who is not scheduled to have the children for Spring Break will begin their custody week the Monday the children return to school from Spring Break and will have custody for the following eleven (11) days, until the second Friday following Spring Break when the parties will resume the regular week on/week off custody schedule.

Pick Up/Drop Off:

Dr. Vahey does not agree to modify the Court's order regarding the location of the custody exchanges. Yesterday, January 4, 2021, was a perfect example of how changing the location of the custody exchanges would not be in the children's best interest. During Dr. Vahey's custody time, Dr. Luong picked up the children from school one hour before school ended without informing Dr. Vahey. Dr. Luong refused to respond to any of Dr. Vahey's phone calls, emails, or text messages regarding the custody schedule and the fact she improperly took the children during Dr. Vahey's custody time. It was not until approximately 5:25 p.m. last night, after Hannah's therapy session concluded, that Dr. Luong finally responded to Dr. Vahey and informed him she would give him five (5) minutes to pick up the children.

Dr. Vahey, fortunately, was across the street and drove over to pick up the children. As occurred in the past, the custody exchange took far longer (approximately 15 to 20 minutes) than it does at the guard gate of Dr. Vahey's home. Dr. Luong also reverted back to behaving inappropriately in front of the children, pointing her finger at Dr. Vahey and telling him "I told you never talk to me, ever." As expected, Hannah struggled with the custody exchange much more than the parties' two (2) younger children. Hannah was terrible towards Dr. Vahey and the other children the entire drive home and secluded herself in her bedroom upon returning home. Hannah was very disturbed by yesterday's events, and remained angry and withdrawn for the rest of yesterday evening and through this morning. Hannah's behavior was in stark contrast to her behavior the nine (9) days prior.

This type of emotional turmoil is not in the children's best interest. Accordingly, Dr. Vahey does not agree to modify the Court's order regarding the custody exchange location, at least until Hannah's therapist believes it is no longer necessary for the custody exchanges to occur at the guard gate of Dr. Vahey's home. Dr. Luong is free to preserve her right to file a motion requesting the Court modify its order that the custody exchanges occur at the guard gate.

Health Insurance:

Dr. Vahey does not agree that the health insurance purchased by Dr. Luong is equivalent to the policy he provides for the children. The Court has already ruled on this issue, and Dr. Vahey does not agree to the modification of same. Dr. Luong is free to

Fred Page, Esq.
January 5, 2021
Page 4

preserve her right to file a motion regarding the health insurance issue if she would like to request the Court to modify its prior orders.

Lastly, please advise whether Dr. Luong is agreeable to including a *nunc pro tunc* provision in the Decree of Divorce and Marital Settlement Agreement, dating the Decree of Divorce and Marital Settlement Agreement to the date of the evidentiary hearing, September 4, 2020.

Please advise as to whether Dr. Luong is agreeable to the foregoing as soon as possible, and I will make the agreed upon revisions to the Findings of Fact, Conclusions of Law, and Decree of Divorce.

Sincerely,

/s/ Sabrina M. Dolson

Sabrina M. Dolson

cc: James Vahey

EXHIBIT 11

EXHIBIT 11

EXHIBIT 11

PAGE LAW FIRM

ATTORNEY AT LAW
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January 21, 2021

Fred Page, Esq.
email: fpage@pagelawoffices.com

VIA E-SERVICE ONLY

Sabrina Dolson, Esq.
Dickerson Karacsonyi Law Group
1745 Village Center Circle
Las Vegas, Nevada 89134

Re: James W. Vahey v. Minh Nguyet Luong
PLF Client: Minh Nguyet Luong
Case No.: D-18-581444-D
Subject: Correspondence Dated January 5, 2021

Dear Ms. Dolson:

We are in receipt of the correspondence from your office dated January 5, 2021, regarding the proposed Vacation/Holiday Schedule. Dr. Luong responds to Jim's proposal below.

Vacation:

We are in agreement that there is no need for a vacation schedule since the parties are in agreement that summer should be a two week on/two week off schedule.

Summer Break:

Since it is agreed that the summer break proposal is overly complicated, it should be agreed that the parties should simply follow a two week on/two week off schedule. Complication only leads to more misunderstandings and litigation between the parties.

Holidays:

Thanksgiving

It appears the parties are in agreement regarding Thanksgiving.

Winter Break

It appears that the parties are in agreement regarding Winter Break as Dr. Luong withdrew her reasonable request regarding her having the children on her birthday.

Sabrina Dolson, Esq.
January 21, 2021
Page 2

Martin Luther King Day, President's Day, Memorial Day, and Labor Day

It appears that the parties are in agreement regarding the three-day weekends.

Easter/Spring Break

The only reason Dr. Luong had Easter/Spring Break last year was due to the fact that she was residing in Irvine, California. Dr. Luong reiterates her request to have the children for Easter/Spring Break for the odd numbered years.

Mother's Day/Father's Day/Children's Birthdays

The parties are in agreement on this issue.

Fourth of July/Columbus Day/Veterans Day

The parties are in agreement on this issue.

Miscellaneous Issue:

It is asserted because of the week on/week off schedule that it is possible for one party to have three consecutive weeks with the children. That is exactly happened to Dr. Luong after the first of the year. In response, Jim was completely unsympathetic to Dr. Luong's plight and this office was the recipient of at least two threatening communications from your office.

As to the therapist's comment that it would not be healthy for Hannah to go three weeks without seeing one parent, we have seen no report confirming such a conclusion. It is curious that Jim saw no problem with him having the children for three weeks straight when it was to his benefit. Now that the converse is true, Dr. Luong having the children for three weeks straight is somehow contrary to the children's best interests.

Pick Up/Drop Off:

Jim's manufactured complaints have nothing to do with the receiving parenting picking up when their custodial time starts. January is certainly anything but a "perfect" example as you contend in what appears to be a strawman argument. On January 4, Dr. Luong had some confusion with the schedule, she picked up the children, she discussed the same with counsel, and after the schedule was discussed and analyzed, the children were returned to Jim after

Sabrina Dolson, Esq.
January 21, 2021
Page 3

Hannah's therapy session ended. It is a rank false statement to claim that Dr. Luong would only give Jim five minutes to get the children "or else."

It is an equally rank false statement to claim that Jim was "fortunately" across the street to pick up the children. Dr. Luong knew he was there because she could see him creepily sitting in his car in the dark in the parking lot like some kind of stalker from her car - and because he told her he was there.

The complaint is made that Hannah "struggled" more in the custody exchange. The claim is false. The custody exchange went like all other custody exchanges. Jim should take proactive steps to mend his relationship with the children. Instead, Jim does he always does - blame Dr. Luong. The only person who is responsible for Jim's fractured relationship with the children is Jim. The reality is that Jim is solely responsible for his poor relationship with the children.

Jim complains that Hannah told him "I told you never talk to me ever." January 4, would not be the first time that Hannah has told him that. Jim has had a fractured relationship with Hannah ever since he revealed to the family that he was lying to them and that he had no intention of relocating to California with Dr. Luong.

Jim complaints that Hannah secludes herself in her bedroom and won't leave every time she has to go back to his house. That has been the situation for over a year now. Jim allows Hannah to do whatever she wants when she is at his house, do homework¹ if and when she wants, leave her room if and when she wants, and eats if and when she wants. Your client is being untruthful with you if he is telling you anything different.

Quite frankly, there would have been no harm if the children stayed with Dr. Luong that evening, she could have returned them to school the following morning, and Jim picked them up from school. That would have been the least disruptive course of action for the children. However, Jim likes to create conflict and try and act like a bully. Jim chose to escalate matters by having counsel send threatening letters, and then waiting the in the parking lot for Hannah's therapy session to end so he could demand the children as though the children were property.

Finally, there is no recommendation from the therapist that exchanges occur at the guard gate. As Judge Ritchie made explicitly clear, he ordered that the therapist was not to be used as a tool for custody and visitation matters. It is apparent that there is every intention of disobeying

¹ The homework and science projects are not done while Hannah is with Jim and then those projects have to be made up during Dr. Luong's custodial time to try and keep Hannah from failing.

Sabrina Dolson, Esq.
January 21, 2021
Page 4

the judge's orders. Should you attempt to violate the judge's orders Dr. Luong will be seeking a finding of contempt and removal of the therapist from the case.²

The first excuse proffered by Jim regarding pick-ups and drop-offs was that it was "not convenient" for him. The second excuse was silly excuse that Dr. Luong might make Jim pick up the children in California. The third excuse now being proffered is that the exchanges would be difficult or emotionally traumatic. The exchanges have always been difficult. However, the children belong to both of these parties and they need to work through this issue together. If Jim wants to give the children to Dr. Luong so he does not have to participate in custody exchanges because they are "too difficult" for him but not "too difficult" for Dr. Luong, Dr. Luong accepts.

Again, what occurs in literally every other custody case should occur in this case – receiving parent shall pick up. Once again, Judge Ritchie specifically stated as such. If Jim wants to record the pickups at Dr. Luong's house he is free to do so. There should be no reason why Jim would have to enter Dr. Luong's house to pick up the children.

Health Insurance:

Jim fails to address Dr. Luong's contention that she can obtain equivalent coverage at a lesser cost. Jim fails to provide any substantiation. Instead, Jim's response is a conclusory that he does not "agree" that the health insurance purchased by Dr. Luong is "equivalent." Jim asserting that "it is because I say it is," is circular reasoning that fails to meet any cogent level of legal proof. Again, there is no good reason for the parties to utilize the less expensive policy. The objective is to save the parties' some money.

Dr. Luong will pay for her health insurance for the children and Jim will continue paying for his health insurance. The children will be double covered. Again, please advise as to Jim's agreement.

Dr. Luong's Health Insurance:

Inexplicably, Jim has kept Dr. Luong on his health insurance after the September 4, 2020, evidentiary hearing. Also, inexplicably, Jim has been demanding that Dr. Luong pay for insurance that he no longer has to provide and she does not want him to provide. Please have

² The Order from the July 13, 2020, hearing at page 3, lines 9-12, stated, "THE COURT FURTHER ORDERS that Ms. Mullin is not to provide reports to the Court to be used in custody litigation as she is to be used as a resource in addressing the parent-child issues with Hannah. Video Transcript, 11:25:40." (Emphasis added).

Sabrina Dolson, Esq.
January 21, 2021
Page 5

Jim stop asking Dr. Luong for payment for anything after September 4, and to remove her immediately.

Nunc Pro Tunc:

There should be no issue in making the Decree *nunc pro tunc* to September 4, 2020.

Summary:

Summer Break should be a non-issue as the proposal is overly complicated. Dr. Luong's requests regarding Easter/Spring Break, the pick-up and drop-off location, and health insurance are reasonable and are supported by statute and practice in the Eighth Judicial District Court. Please advise as to Jim's agreement.

Your time and attention to this matter are appreciated. Should you have any questions or concerns, please do not hesitate to contact us at the number above.

Very truly yours,

PAGE LAW FIRM

A handwritten signature in blue ink, appearing to be 'Fred Page', written over the printed name.

Fred Page, Esq.

FCP

EXHIBIT 12

EXHIBIT 12

EXHIBIT 12

PAGE LAW FIRM

ATTORNEY AT LAW
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February 1, 2021

Fred Page, Esq.
email: fpage@pagelawoffices.com

VIA E-SERVICE ONLY

Sabrina Dolson, Esq.
Dickerson Karacsonyi Law Group
1745 Village Center Circle
Las Vegas, Nevada 89134

Re: James W. Vahey v. Minh Nguyet Luong
PLF Client: Minh Nguyet Luong
Case No.: D-18-581444-D
Subject: Jim is Limiting Communications with Dr. Luong and the Children

Dear Ms. Dolson:

In the Order from the July 13, 2020, hearing, Jim's request to limit the amount of time Dr. Luong is able to speak to the children was denied. The Order stated, "... Jim's request for scheduled telephonic communication between the parent and the children during the other parent's custody timeshare is DENIED at this time." Order at page 3, lines 24-26.

Despite that order, Dr. Luong reports that Jim has been trying to limit Dr. Luong telephonic contact with the children. Jim has been telling Dr. Luong that she cannot call the children at 5:00 o'clock and then tells them that she has to call them at between 7 and 8 o'clock. There is nothing in the Order that permits Jim to limit Dr. Luong's access to the children.

Dr. Luong additionally advises that Jim has been continuing to record the telephone calls between herself and the children. Please instruct your client that there is no authority for any phone calls to be recorded and that he cease recording the calls.

The therapist has recommended that it would be beneficial that the children learn a second language, Vietnamese. With that recommendation, Dr. Luong has been taking an hour each night to teach the children Vietnamese. The children all get on a conference video call with their iPads and Dr. Luong has been teaching them Vietnamese. Learning the language that Dr. Luong's side of the family speaks is something the very much children look forward to. Jim's initial response was "no" unless the children were given instruction in Catholicism.

Instead of encouraging the children to engage in what can only be considered as being a beneficial activity, Dr. Luong reports that Jim has been telling the children that they need to get off the call because it is getting late and they need to go bed. What Jim is doing is very

PAGE LAW FIRM

Sabrina Dolson, Esq.
February 1, 2021
Page 2

upsetting to them because the children are enjoying their lessons. Jim should not be creating the problem of forcing Dr. Luong of calling later in the evening and then complain of the problem he creates of having Dr. Luong call later in the evening.

Furthermore, Hannah is continuing to do poorly in school and is unhappy when she is at Jim's residence. The focus should be on what is best for Hannah. The depression and grades are almost certainly connected. The parties should stipulate to a trial period in which Hannah resides with Dr. Luong and see if Hannah's grades and depression improve. In addition, Dr. Luong is the one who has historically assisted the children with their schoolwork. If Hannah improves, then the parties will have done what is best for Hannah.

Your time and attention to this matter are appreciated. Should you have any questions or concerns, please do not hesitate to contact us at the number above.

Very truly yours,

PAGE LAW FIRM

A handwritten signature in blue ink, appearing to read 'Fred Page', is written over the printed name.

Fred Page, Esq.

FCP

EXHIBIT 13

EXHIBIT 13

EXHIBIT 13

How much longer will you torture the children. Hannah has been locking herself in her room for 2 years now. She doesn't want to leave her room because she doesn't want to see your face. She starves herself until she knows you are not in the dining room/kitchen area. Is this the kind of relationship you want with your children? You force Hannah to go to therapy so you can continuously torture her and you expect her to heal? Again, the more you try to alienate the children the more they will hate you. Is this what you are trying to accomplish? You are very successful if that is what you want. Do you know the children are counting till the day you die? They were so happy when they found out your actual age. How sad is that? Do you think any kids would wish their parent to die if the parent were good to them? This is how much they hate being with you. I did not want to tell you these because it is hurtful but you need to know to reflect on it.

On Jan 31, 2021, at 4:09 PM, Nate Minetto <nminetto@psychinstituteLV.com> wrote:

Minh:

I am out of town. I am guessing you would just need to speak to Jim regarding these matters.

Minh,

I will give you a call before Friday to discuss the information in the appointment. I will need to work with you both in to help Hannah.

Nathaniel Minetto, MA, LCPC
Licensed Clinical Professional Counselor
Psychology Institute of Las Vegas, PLLC
P: 702-546-9600
F: 702-829-8065

www.PsychInstituteLV.com

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From: Minh Nguyet Luong <luongdds@gmail.com>
Sent: Sunday, January 31, 2021 4:03 PM
To: Nate Minetto <nminetto@psychinstituteLV.com>
Subject: Re: alienation

I am out of town. I am guessing you would just need to speak to jim regarding these matters.

Minh Nguyet Luong, DDS
Toothfairy Children's Dental
8000 W. Sahara Ave #180
Las Vegas, NV 89117
Cell: 702-353-2319
Office: 702-222-9700
Fax: 702-564-0005

On Jan 31, 2021, at 3:18 PM, Nate Minetto <nminetto@psychinstituteLV.com> wrote:

I have confirmed the appointment for 2pm on Tuesday.

Nathaniel Minetto, MA, LCPC
Licensed Clinical Professional Counselor
Psychology Institute of Las Vegas, PLLC
P: 702-546-9600
F: 702-829-8065
www.PsychInstituteLV.com
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From: James Vahey <hotsail.jim@gmail.com>
Sent: Sunday, January 31, 2021 1:37 PM
To: Minh Nguyet Luong <luongdds@gmail.com>
Cc: Nate Minetto <nminetto@psychinstituteLV.com>
Subject: Re: alienation

Thank you.
It would be really helpful.
I have office on Monday and surgery on Tuesday.
I can rearrange surgery so we can meet on Tuesday.
Thanks

James W. Vahey, M.D.

On Jan 31, 2021, at 11:51 AM, James Vahey <hotsail.jim@gmail.com> wrote:

Nguyet,
The kids told me you wanted to do a movie. You are creating so much stress for them. Remember, parents are not supposed to schedule activities for their children while the children are in the custody of the other, especially without discussing it privately together ahead of time.
I respect your time. Please respect ours.

James W. Vahey, M.D.

On Jan 31, 2021, at 11:45 AM, Minh Nguyet Luong <luongdds@gmail.com> wrote:

Jim,
The children asked to have a movie date with me tonight at 4:45. Matthew said he will inform his friend that his play date will have to end then. Please don't disrupt our plan. Again, the judge placed the order that you are not allowed to limit my contacts with the children. Please do not violate the judge's direct order.

Minh Nguyet Luong, DDS
Toothfairy Children's Dental
8000 W. Sahara Ave #180
Las Vegas, NV 89117
Cell: 702-353-2319
Office: 702-222-9700
Fax: 702-564-0005

On Jan 30, 2021, at 3:14 PM, Nate Minetto
<nminetto@psychinstituteLV.com> wrote:

Jim and Minh,

I have a 2pm appointment available
on Monday and a 2pm available on
Tuesday to discuss this email.

Nathaniel Minetto, MA, LCPC
Licensed Clinical Professional Counselor
Psychology Institute of Las Vegas, PLLC
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From: Minh Nguyet Luong
<luongdds@gmail.com>
Sent: Friday, January 29, 2021 8:32 PM
To: Jim Vahey <hotsail.jim@gmail.com>
Cc: Nate Minetto
<nminetto@psychinstituteLV.com>
Subject: alienation

Hi Nate,

You spoke about allowing the children to speak for one hour each day and to sign up for a class they enjoy. I incorporated a class during the one hour I get to speak with them

which is Vietnamese. I suggested to do it at 5pm. At first, Jim wouldn't allow Matthew and Selena to participate. He told Matthew that if he doesn't do Catholic class during my custody then they are not allowed to learn Vietnamese while they are with him. I have texts from Matthew telling me that. He then told the children that they are only allowed to speak to me between 7 and 8. We abide by that and changed our class to between 7 and 8 even though you did say that the children should be able to talk to the other parent any time they want. During court, Jim tried to have the judge limit amount of contacts the children should have with me. It was denied. Judge Ritchie stated that there will not be any limits and that the children should be allowed to contact the other parent any time and for as long as they want. Today, Jim wouldn't allow Selena to speak to me even though it was during the one hour he forced us to use. His excuse was that they go to bed at 8:30 which is clearly a lie because I know they stay up way pass 10pm when they are with Jim. Regardless, he forced us into the hour between 7 and 8 but now his excuse is that they sleep at 8:30 therefore they are not allowed to speak to me between 7 and 8. He forced Selena out of the room while we were Facetiming. Selena screamed out: "Later daddy! Later!". Hannah and Matthew witnessed the whole event. Hannah begged Jim to allow Selena to stay for the lesson but Jim grabbed Selena and left the room.

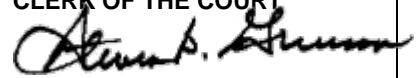
We spent your time and mine to discuss items on helping the children specially Hannah to heal and get along with Jim yet Jim constantly sabotage his own relationship with his own children. We force Hannah to go to therapy when obviously Jim should be the one getting therapy and learn how to manage and get along with his children. I don't understand what is the purpose of our meetings when you give us suggestions and yet Jim just continuously defy them. I try to do what you recommend but I am not getting cooperation from the other parent. Please speak to Jim as he needs help.

Minh Nguyet Luong, D.D.S
Toothfairy Children's Dental
8000 W. Sahara Ave #180
Las Vegas, NV 89117
Cell: 702-353-2319
Office: 702-222-9700

Minh Nguyet Luong, D.D.S
Toothfairy Children's Dental
8000 W. Sahara Ave #180
Las Vegas, NV 89117
Cell: 702-353-2319
Office: 702-222-9700

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

**JAMES W. VAHEY,
PLAINTIFF
VS.
MINH NGUYET LUONG,
DEFENDANT.**

**CASE NO: D-18-581444-D
DEPARTMENT U**

NOTICE OF RESCHEDULING OF HEARING

Please be advised that the date and time of a hearing set before the **Honorable DAWN R. THRONE** has been changed. The Plaintiff's **Motion to Transfer Case to Department H and to Enter Plaintiff's Proposed Findings of Fact, Conclusions of Law and Decree of Divorce**, presently scheduled for **March 18, 2021, at 1:30 PM**, has been rescheduled to the **22nd day of March, 2021, at 10:00 AM in RJC Courtroom 14D.**

HONORABLE DAWN R. THRONE

By: /s/ Suzanna Zavala
Suzanna Zavala
Judicial Executive Assistant

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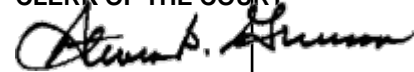
Robert P. Dickerson, Esq.
Sabrina M. Dolson, Esq.
1745 Village Center Circle
Las Vegas, NV 89134
info@thedklawgroup.com
Attorneys for Plaintiff

fpape@pagelawoffices.com

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EXHS
FRED PAGE, ESQ.
NEVADA BAR NO. 6080
PAGE LAW FIRM
6930 SOUTH CIMARRON ROAD, SUITE 140
LAS VEGAS, NEVADA 89113
(702) 823-2888 office
(702) 628-9884 fax
Email: fpage@pagelawoffices.com
Attorney for Defendant

**EIGHTH JUDICIAL DISTRICT COURT
COUNTY OF CLARK
STATE OF NEVADA**

JAMES W. VAHEY,
Plaintiff,

vs.

MINH NGUYET LUONG,
Defendant.

Case No.: D-18-581444-D

Dept.: U

Hearing Date: March 22, 2021

Hearing Time: 10:00 a.m.

**DEFENDANT'S EXHIBIT APPENDIX IN SUPPORT OPPOSITION TO
PLAINTIFF'S MOTION TO TRANSFER CASE TO DEPARTMENT H, TO
ENTER PLAINTIFF'S PROPOSED FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND DECREE OF DIVORCE**

COMES NOW, Defendant, MINH NGUYET LUONG, by and through her
counsel, Fred Page, Esq. and hereby submits her Exhibit Appendix in Support of
her Opposition to Plaintiff's Motion to Transfer Case to Department H, to Enter
Plaintiff's Proposed Findings of Fact, Conclusions of Law, and Decree of Divorce.

The Exhibit Appendix is as follows:

Exhibit A: A copy of the printout of the Henderson Municipal Court
Register of Actions. The case number is 20CR002146.

Exhibit B: A copy of the correspondence to Jim's counsel dated May 25, 2020, regarding that conversation with the Henderson City Attorney.

Exhibit C: Copies of the text messages Minh sent to Jim expressing her frustration that Jim refuses to help with the exchanges.

Exhibit D: A copy of the Henderson Police Department Incident Report.

One of the police officers stated in his report “Dad did not leave house to help with the children.

Exhibit E: A copy of that text string wherein Hannah stated she saw Jim push Minh.

Exhibit F: A copy of the correspondence sent to Jim dated April 3, 2020, wherein it was advised that Jim was free to speak to the children.

DATED this 4th day of March 2021

PAGE LAW FIRM

FRED PAGE, ESQ.

Nevada Bar No. 6080

6930 South Cimarron Road, Suite 140

Las Vegas, Nevada 89113

(702) 823-2888

Attorney for Defendant/Counterclaimant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 4th day of March 2021, the foregoing EXHIBIT APPENDIX IN SUPPORT OF OPPOSITION was served pursuant to NEFCR 9 via e-service to Sabrina Dolson, Esq., attorney for Plaintiff.



An employee of Page Law Firm

EXHIBIT A

EXHIBIT A

EXHIBIT A

20CR002146 CITY OF HENDERSON VS VAHEY, JAMES WALTER RTB

Case Type:
CRIMINAL

Case Status:
CLOSED

File Date:
03/20/2020

DCM Track:

Action:
BATTERY CONSTITUTING DOMESTIC VIOLENCE, FIRST OFFENSE

Status Date:
03/20/2020

Case Judge:
BURR, RODNEY T

Next Event:

[All Information](#) [Party](#) [Charge](#) [Ticket/Citation #](#) [Event](#) [Docket](#)

Party Information

VAHEY, JAMES WALTER
- DEFENDANT

- DOB
- 12/15/1962

Party Charge Information

- VAHEY, JAMES WALTER
- 61844 - MISDEMEANOR BATTERY CONSTITUTING DOMESTIC VIOLENCE, FIRST OFFENSE
- Original Charge
- 61844 BATTERY CONSTITUTING DOMESTIC VIOLENCE, FIRST OFFENSE (MISDEMEANOR)
- Ticket #
- Date of Offense
- 03/20/2020

Party Charge Disposition

Disposition Date
Disposition
05/18/2020
NO CHARGES FILED

Ticket/Citation

- Citation # :
- Offense Date
- 03/20/2020
- Officer
- RODRIGUEZ, DAISY(2403)
- Speed Cited
- Speed Limit
- Location
- 27 VIA MIRA MONTE HENDERSON NV 89011
- Accident
- N
- Work Zone
- Haz Mat

Events

Date/Time	Location	Type	Result	Event Judge
05/18/2020 09:00 AM	DEPARTMENT 3	CRIMINAL ARRAIGNMENT	NO CHARGES FILED / CASE VACATED	BURR, RODNEY T

Docket Information

Date	Description
03/20/2020	CHARGE INITIATED AT THE HENDERSON DETENTION CENTER
03/21/2020	PROBABLE CAUSE REVIEW COMPLETED OR HEARING HELD

VOLUME XII

AA002462

<u>Date</u>	<u>Description</u>
03/21/2020	JAIL RELEASE - RELEASED ON OWN RECOGNIZANCE
03/23/2020	TIME SPENT IN CUSTODY
03/23/2020	COURT DATE SET
05/07/2020	ARR-NOT GUILTY PLEA VIA FAX
05/12/2020	NOTICE OF CASE STATUS
05/18/2020	COUNTER.
05/18/2020	NO CHARGES FILED / CASE VACATED
05/18/2020	EVENT PARTICIPANTS.
05/18/2020	CASE CLOSED

EXHIBIT B

EXHIBIT B

EXHIBIT B

PAGE LAW FIRM

ATTORNEY AT LAW
6930 SOUTH CIMARRON ROAD, SUITE 140, LAS VEGAS, NEVADA 89113
TELEPHONE (702) 823-2888 | MOBILE (702) 469-3278 | FACSIMILE (702) 628-9884

May 25, 2020

Fred Page, Esq.
email: fpage@pagelawoffices.com

VIA E-SERVICE ONLY

Sabrina Dolson, Esq.
Dickerson Karacsonyi Law Group
1745 Village Center Circle
Las Vegas, Nevada 89134

Re: James W. Vahey v. Minh Nguyet Luong
PLF Client: Minh Nguyet Luong
Case No.: D-18-581444-D
Subject: Correspondence Dated May 19, 2020

Dear Ms. Dolson:

We are in receipt of the correspondence from your office dated May 19, regarding various issues. In the correspondence it is complained that no response was received to the correspondence from your office dated April 27. To be brief, Dr. Luong stands firm in her request for using Jen Mitzel, she is still deciding on whether she wants to resume joint physical custody here in Nevada at the conclusion of the summer, and Jim can certainly afford to purchase a Kindle. It is ludicrous to claim that someone of makes the kind of income as Jim does complains that he cannot "afford" to purchase a Kindle so Matthew had to read the book on Jim's cellphone.

As to the allegations against Jim are true and it is offensive to try and call them false. The domestic violence allegations were not properly dropped, it is negligence on the part of the city attorney.

We spoke to the city attorney for Henderson, he stated that he did "feel" that this was a good case. He indicated that there was a recording in which it was claimed that there was scuffling over property. It was pointed out to him that if the recording was admitted into evidence that Jim would be waiving his right to self-incrimination and that he could be cross-examined.

Therefore, if Jim did not want to subject himself to cross-examination (as he should not) then the recording would not come in because there was no one to lay a foundation. Since the recording would not come in the only pieces of evidence would be the three consistent statements from Dr. Luong, Hannah, and Matthew that Jim attacked and violently battered her. When this fact was pointed out to the city attorney, the response was awkward silence on his

Sabrina Dolson, Esq.
May 25, 2020
Page 2

part. Cases are determined upon facts and not "feelings." It was apparent that the city attorney spent zero time engaging in any meaningful analysis regarding the case all to the detriment of Hannah, Matthew, and Selena.

The statement is made that Hannah is more psychologically damaged after spending five weeks with Dr. Luong. Cease with the incessant blaming of Hannah's issues on Dr. Luong. The children *thrived* when they were in California. They *loved* it there. There is only person who is responsible for Hannah's distress is Jim. It is Jim who reneged on the family's decision to move to California, it Jim who caused Hannah to run away, it is Jim who battered Hannah, it Jim who battered Dr. Luong in front of Hannah, and it is Jim who refuses to honor Hannah's wishes to live with her mother.

Hannah, Matthew, and Selina wish to live with their mother. How much clearer can it be? No amount of counseling is going to change that. It is why they refuse to get out of vehicle when it is time for them to return to Jim. It is why they run to Dr. Luong when it is her time to spend with her. It is why Hannah is in distress. Your client would rather put his own wants above the children wanting to live primarily with their mother, and instead wants to blame Dr. Luong for everything and incredibly wants to complain that he might actually have to purchase an \$80 Kindle, rather than acknowledge the fact he lied to them about moving and that the children are happier with their mother.

Jim complains that Hannah locks herself in her room for most of the day and that Hannah refuses to speak civilly to him and when she does she yells at him telling him that he lies and everything is his fault, he ruined everything, that he is not her daddy, and that she wishes he was dead. Hannah is correct. Jim did lie to Hannah (and everyone else) about moving to California. And, yes, Jim did ruin everything because he lied to her. Jim brought this all down on himself by lying to the family. Jim further compounds his lie because he knows the children would rather be with their mother.

As to Hannah's reaction of being lied to, and not being with whom she wants to be, in the place she wants to be, welcome to the world of having an unhappy teenage girl. Jim lied to everyone in the family and created this problem. Jim has the greatest problem with Hannah because she has clearest memory of him lying to everyone in the family, and Hannah makes absolutely clear to him that she knows he lied to her. Based upon what Jim has doing, it is only going to get worse.

On top of that, when the children were returned to Jim on April 23, Jim engaged in retribution against Hannah for her making the statement she did against him for battering Dr. Luong. When Hannah got back to the house, she discovered that Jim removed the lock her

Sabrina Dolson, Esq.
May 25, 2020
Page 3

bedroom door and bathroom door so she could not have any expectation of any privacy as a teenage girl. Creepily, Jim now has Matthew sleep in the master bedroom and Jim sleeps in Matthew's bedroom next to Hannah . . . so he can keep an eye on her and make her feel that she has no privacy.

Jim claims that he reduced Hannah's access to electronics to two hours per day, based upon a recommendation from Michelle Gravely and Dr. Sirsy. One, as to "recommendations" from Michelle Gravely, everyone agrees that she is useless, why would anyone take recommendations from her? Two, Jim is lying about Michelle Gravely recommending access of only two hours per day to electronics. Ms. Gravely recommended 3-4 hours per day, not two hours per day.

Jim is uninterested in how much time Hannah spends on electronics. Jim is interested in limiting Hannah's ability to communicate with her mother. It is why Jim disassembled the home phones, so Hannah would not be able to communicate with her mother. The electronics are simply Hannah's preferred way to communicate with her mother. When Hannah is speaking to her mother on the landline, Jim yelled at Hannah, "you time is up" and pulled the plug on the phone disconnecting the phone.

Jim could care less about how much time Hannah spends on electronics. Jim cares a lot about hindering Hannah's relationship with her mother. Hannah can see that as well as anybody. It is about power and control, it is abusive conduct. Jim is causing psychological harm to the children, specifically Hannah. What is wrong with your client? He is singling out and retaliating against Hannah for her making a statement against him and because he resents Hannah's close relationship with her mother. Nobody in their right mind does that.

As to Dr. Sirsy, Dr. Luong has spoken him. Dr. Sirsy never stated that Hannah's use of electronics should be reduced. Dr. Sirsy never stated that Hannah's time on the phone with Dr. Loung should be limited. Dr. Sirsy recommended that Hannah be involved in activities that Hannah likes.

As to Ms. Gravely, Dr. Luong will no longer be paying for any further therapy costs. Jim is the cause of Hannah's unhappiness and she will not further subsidize his mistreatment of Hannah. The more Jim punishes Hannah the more Hannah withdraws. Dr. Luong has no interest in paying for Jim's mistakes and his destruction of his relationship with Hannah. Dr. Luong's relationship with the children is excellent. Everyone will agree no therapy of any kind is required. Jim's relationship with the children is terrible. Everyone will agree the only one who needs therapy is Jim. It is Jim's responsibility to improve his relationship with the children.

Sabrina Dolson, Esq.
May 25, 2020
Page 4

When Hannah is with Dr. Luong that she has no problems like Jim describes of any kind whatsoever. With Dr. Luong, Hannah is happy, cheerful, well-mannered, does not spend an excessive amount of time on electronics, comes out of her room, and she eats well. The only time Hannah becomes distressed is when she has to return to Jim. Hannah is a very well-mannered child with Dr. Luong and is unmanageable with Jim and Jim dares blame Dr. Luong?

Jim complains that Hannah is inconsolable, physically attacks him and destroys property. At no point does Jim get to hang this on anyone but himself. Dr. Luong does not have any problems with Hannah. As stated, Hannah is a model child with her happy, cheerful, well-mannered. There is not a hint of physical aggressiveness from her. The problem is obviously Jim, and Jim alone. What Jim can do to protect himself is to do what is in the children's best interests and turnover primary physical custody to Dr. Luong. If Jim does not want Hannah to be inconsolable, let the children be with her mother. Jim should love the children more than he hates their mother. The children will be happier, and they will love him for giving them the freedom to be with their mother.

It is stated that what precipitated the decline in the children's behavior is Dr. Luong keeping the children for five weeks. Cease with the incessant blaming of Dr. Luong. What precipitated the children's behavior is having to *back* to Jim. They do not want to be there. They want to be with Dr. Luong. That is where they love to be. Since Jim, and the Court, will not listen to them, this is the result. It should be noted even as useless as Dr. Gravelly has been, even she gets that Hannah should not be forced into doing things she does not want to do.

Jim now claims that Selena has made comments about not wanting to use the Vahey surname. Cease with the incessant blaming of Dr. Luong. She has made no comments to any of the children in that regard. Please instruct your client to cease trying to create conflict. Dr. Luong advises that Hannah and Matthew have told her that they want to change their name to Luong. Dr. Luong has told them they do not want to do that. Selena is simply mimicking what she hears from Hannah and Matthew. Jim should focus what he has done to destroy the relationship he has with the children rather than seeking to blame.

Dr. Luong is concerned as Jim has fallen asleep while Matthew and Selena are playing in the pool. Dr. Luong reports that Hannah has told her that Jim fell asleep on the couch and that she tried to wake him up four different times, but each time he fell back asleep. Under no circumstances should a six year old child be unsupervised in a pool. Jim's conduct is neglect. There will not be a second warning.

As to the proposed Stipulation and Order, there is no agreement for Minh to be limited to 10 minutes in which to speak to the children. Dr. Luong and the children may speak to each

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Sabrina Dolson, Esq.
May 25, 2020
Page 5

other as long as they wish, just as she gave him unlimited time in which to speak to the children. At best, Dr. Luong will agree to a minimum of 10 minutes for each child, but no maximum.

There is no agreement to use Bree Mullin. Her having a Ph.D. is no evidence of capability. Since Dr. Luong takes the children exploring Nevada during her times, she will not be providing a travel itinerary. Jim is trying to get around the requirement for an itinerary for a vacation that exists. The request for an "itinerary" is simply nothing more than an attempt by Jim to try and have control and stalk the children as to where the children have been. If Jim wants to know where the children go during their time with Dr. Luong he should work on having a better relationship with them.

Your time and attention to this matter are appreciated. Should you have any questions or concerns, please do not hesitate to contact us at the number above.

Very truly yours,

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A handwritten signature in blue ink, appearing to read 'Fred Page', with a stylized flourish at the end.

Fred Page, Esq.

FCP

EXHIBIT C

EXHIBIT C

EXHIBIT C

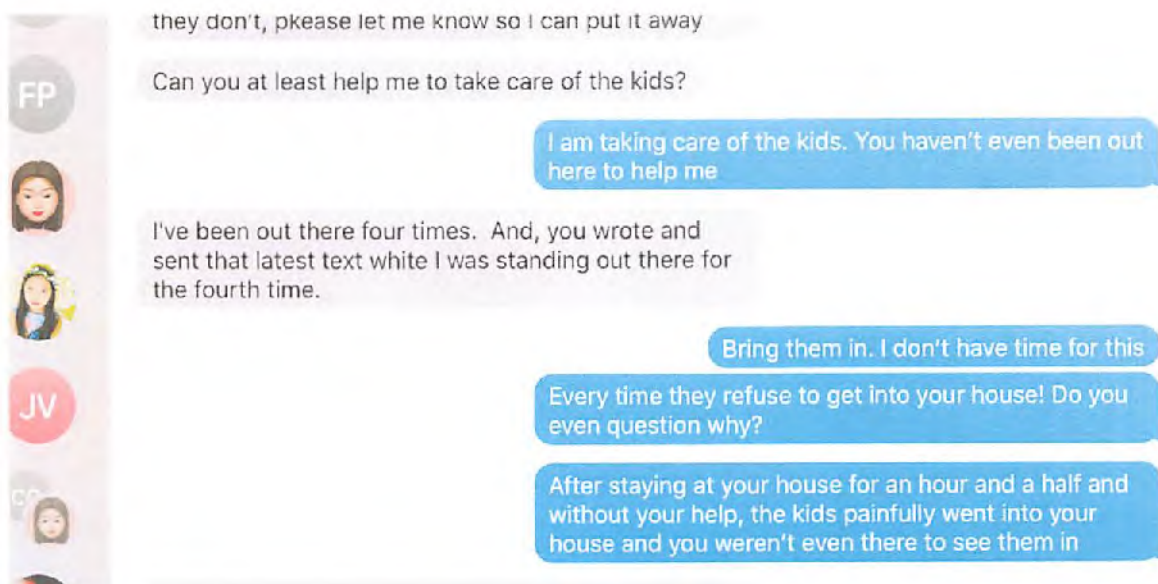
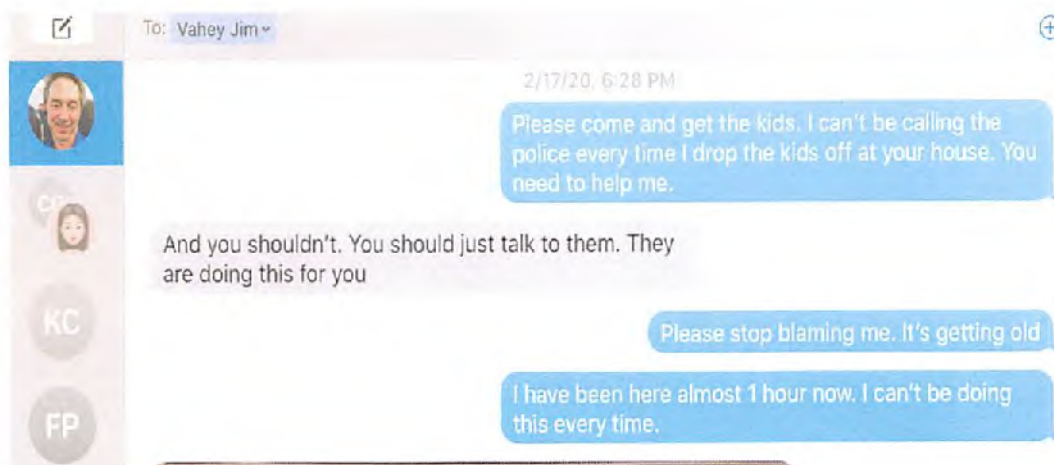
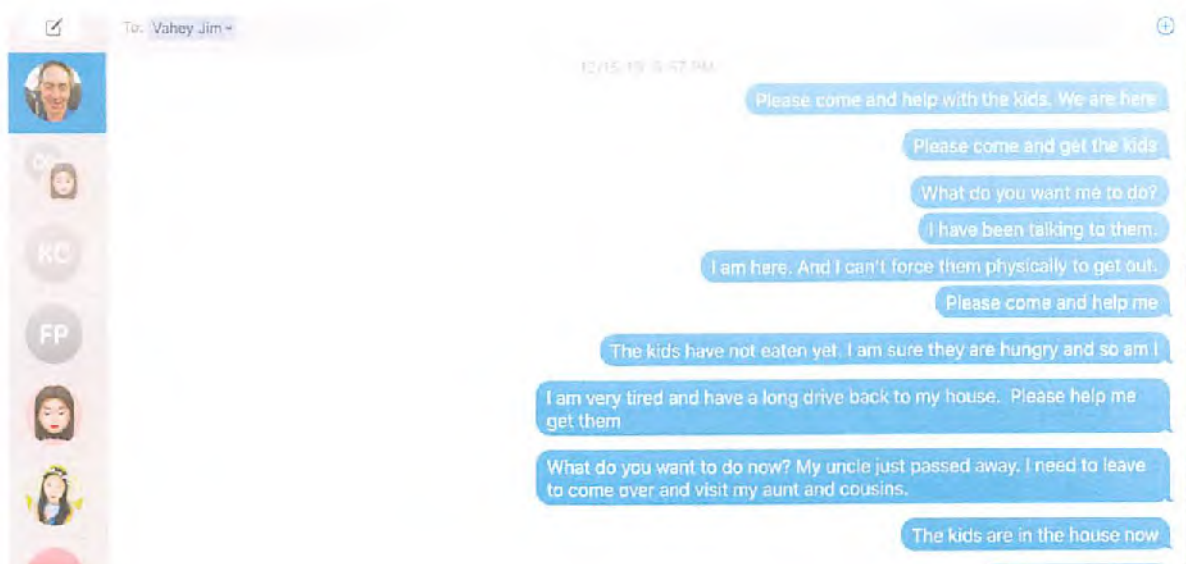


EXHIBIT D

EXHIBIT D

EXHIBIT D



**Henderson Police Department
Incident Report**

3/30/2020 1:07:26 PM

[Back](#) [Close](#)

Incident: HP200105000617	Report:
Date/Time: 01/05/2020 19:24:52	Officer: WOODSJ
Address: 27 VIA MIRA MONTE -	
Type: 437 - 437 - KEEP PEACE/ASST CITIZEN	

Comments:

Date/Time:

1/5/2020 7:26:14 PM

1/5/2020 8:15:05 PM

Comment:

PR NEEDS TO DROP OFF HER THREE KIDS TO EX HUSBAND ,, 5,9,10 YO REFUSING TO GET OUT OF VEH , MALE REFUSING TO COME OUT OF RESIDENCE,, PR IN A GRY TESLA CHILDREN WENT INSIDE WITH FATHER WITHOUT INCIDENT

EXHIBIT E

EXHIBIT E

EXHIBIT E

9:00

LTE



Hannah 🍌 🍌 >

Eta?

6:50 PM

long story short
my dad wouldn't give my mom
back her stuff that she forgot
and a lot of pushing and
shoving happened so we went
to the police and 2 hours later
(now) we are finally leaving

7:05 PM

Is everyone ok?

7:05 PM

yes

7:09 PM

Who pushed who

7:14 PM

my dad pushed my mom

7:15 PM

Did you see it?

7:15 PM

ves

7:15 PM

EXHIBIT F

EXHIBIT F

EXHIBIT F

PAGE LAW FIRM

ATTORNEY AT LAW
6930 SOUTH CIMARRON ROAD, SUITE 140, LAS VEGAS, NEVADA 89113
TELEPHONE (702) 469-3278 | | FACSIMILE (702) 628-9884

April 3, 2020

Fred Page, Esq.
email: fpage@pagelawoffices.com

VIA E-SERVICE ONLY

Robert Dickerson, Esq.
Dickerson Karaesonyi Law Group
1745 Village Center Circle
Las Vegas, Nevada 89134

Re: James W. Vahey v. Minh Nguyet Luong
PLF Client: Minh Nguyet Luong
Case No.: D-18-581444-D
Subject: Telephone Contact for Selena's Birthday

Dear Mr. Dickerson:

Ms. Luong advises that tomorrow April 4, is Selena's birthday. If Jim would like to call Selena tomorrow at noon and wish her a happy birthday he would be welcome to do so. Jim is welcome to speak to Hannah and Matthew as well. The same parameters would apply as to the prior offer. Please inform Jim that he cannot to discuss anything about the March 20, incident. Should that occur, Dr. Luong would have to terminate the call immediately. The calls may be recorded at Dr. Luong's discretion.

As before, we can carve out an exception to the protective order. Please advise as to Jim's agreement.

Your time and attention to this matter are appreciated. Should you have any questions or concerns, please do not hesitate to contact us at the number above.

Very truly yours,

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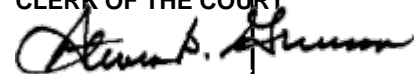


Fred Page, Esq.

FCP

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OPPS
FRED PAGE, ESQ.
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**DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA**

JAMES W. VAHEY,

Plaintiff,

vs.

MINH NGUYET LUONG,

Defendant.

Case No.: D-18-581444-D

Dept.: H

Hearing Date: March 22, 2021

Hearing Time: 10:00 a.m.

**DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION TO
TRANSFER CASE TO DEPARTMENT H AND TO ENTER PLAINTIFF'S
PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
DECREE OF DIVORCE**

COMES NOW Defendant, MINH NGUYET LUONG, by and through her
counsel, Fred Page Esq., of Page Law Firm and hereby submits her Opposition to
Plaintiff, JAMES W. VAHEY'S, Motion to Transfer Case to Department H, and to
Enter Plaintiff's Proposed Findings of Fact, Conclusions of Law, and Decree of
Divorce. This Opposition is based upon the papers and pleadings on file, the

1 attached Points and Authorities and any oral argument that the Court may wish to
2 entertain.
3

4 DATED this 4th day of March 2021

5 PAGE LAW FIRM
6

7 

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POINTS AND AUTHORITIES¹

I.

FACTUAL BACKGROUND

Minh incorporates the factual background section from her Motion to Enter the Decree and for related relief as though fully set forth herein.

II.

OPPOSITION

Jim, in an apparent effort to confuse the Court, has, in parts, elected to put the “statement of facts” in his Motion in non-chronological order jumping from October 2020, to March 2020, to November 2020, to December 2019, to January 2021, and then back to November 2020, within the space of about five pages. Minh will attempt to address the misstatements made by Jim in a more coherent manner than what is presented in his Statement of Facts.

A. Jim’s Factual Misstatements Should Addressed

As has been in every submission from Jim, he serially engages in misstatements of fact. Minh will attempt to address the most significant of those misstatements below.

Page 3, lines 7-12: Jim claims that the parties experienced “custody issues” and he had to file an Emergency Motion

The assertion by Jim that parties experienced “custody issues” and has to file an “Emergency Motion” is so flat out incredible,² it is difficult to know where to

¹ It was believed that the agreement was for Monday, March 9, in which to file the Opposition, but nonetheless, Minh was ready to file and there was no undue prejudice.

1 begin. The "custody issues" existed because Jim battered Minh in front of the
2 children and was arrested and Minh had to file a Motion to Change Custody.

3 On Friday, March 2020, Minh arrived at Jim's house to pick up the children
4 for visitation. Minh got a windsurfing board that belonged her. While Minh had
5 her windsurfing board in her hands, Jim ripped the board out of Minh's hand and
6 shoved Minh multiple times and screamed "get out of my house" at her. The
7 entirety of Jim's attack on Minh was witnessed by the children.
8
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10 When Minh got back to her vehicle Minh was trembling such that Hannah
11 and Selena hugged her and asked her if she was "okay." Minh had to sit in the
12 vehicle for several minutes to try and compose herself because her hands were
13 trembling.
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16 Minh went to the Henderson Police Department to file a report as to what
17 Jim did to her. Minh was interviewed, as were the children, as the children were
18 percipient witnesses to Jim's attack. The same evening, after Minh and the
19 children were interviewed, Jim was arrested by the Henderson Police Department
20 for battery/domestic violence for attacking Minh and battering her in front of the
21 children, based in part by the statements given by the children. Jim was charged
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² The conduct is so misleading it is literally coming before the Court with unclean hands.

1 with battery constituting domestic violence.³ Incredibly, the following day, Jim
2 called Minh to ask her if *she* would bail *him* out of jail.

3
4 Because Jim was arrested and charged with battery constituting domestic
5 violence, Minh sought and received protective order for herself and the children.
6 The protective order was then continued until April 22.

7
8 On March 27, 2020, Minh filed her Motion to Change Custody based upon
9 the domestic violence committed by Jim and because the children were doing
10 poorly in Jim's care emotionally and because their grades were declining
11 dramatically in his care. Jim completely omits Motion the fact that Minh filed a
12 Motion to Change Custody.

13
14 Despite the pending criminal charge and the children's dramatically
15 declining grades,⁴ Judge Ritchie declined Jim's request for the status quo to be
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19 ³ That was the first time that Minh went to the police to report acts of violence
20 committed by Jim against her. However, that attack not the first time Jim has been
21 violent toward her and battered her.

22 ⁴ Hannah went from being essentially a 4.0 student to being 2.35 grade point
23 average student. Hannah suffered a 40 percent decline her grades while being in
24 Jim's care and control.

25 Hannah is now a 1.11 grade point average student because Jim refuses to make
26 sure that Hannah does her homework while in his care. Jim pushes that off on
27 Minh and forces Minh to have to try and make up what was missed during Jim's
28 custodial time.

Matthew went from being an essentially 4.0 student to being a 3.2 grade point
average student. Matthew's grades have declined by approximately 20 percent
after Jim assumed primary physical custody.

1 returned, and Minh's request to change custody, and instead, tried to find a middle
2 ground of having the parties share custody on a week on/week off basis.⁵ As the
3 separation was too difficult on Minh and the children, Minh relocated back to Las
4 Vegas. The parties have been sharing joint physical custody since April 22.

6 **Page 6, line 8-9: Jim's claims that criminal charges were never brought**
7 **against him.**

8 Jim's assertion that criminal charges were never brought against him are
9 absurdly false. Jim was arrested and criminal charged with battery constituting
10 domestic violence. The case number is 20CR002146.⁶ Jim was arraigned,
11 appeared and pled not guilty. The city attorney for Henderson then elected to not
12 pursue the case.
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15 At that time, a conversation was had with city attorney for Henderson. He
16 stated that he did "feel" that the case was a good case. He indicated that there was
17 a recording in which it was claimed that there was scuffling over property. It was
18 pointed out to the city attorney that if the recording was admitted into evidence
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24 ⁵ The Court also declined Jim's request for compensatory visitation even though he
25 could see the children because there was a TPO in place protecting them. Despite
26 the matter being res judicata, Jim ignored that fact and continued to serially
27 demand of Judge Ritchie that he receive compensatory visitation. Judge Ritchie
denied Jim's requests every single time.

28 ⁶ A copy of the printout of the Henderson Municipal Court Register of Actions is
attached for the Court's convenience as Exhibit A. The case number is
20CR002146.

1 that Jim would be waiving his right to self-incrimination and that he could be
2 cross-examined.

3 Therefore, if Jim did not want to subject himself to cross-examination (as he
4 should not) then the recording would not come in because there was no one to lay a
5 foundation. Since the recording would not come in the only pieces of evidence
6 would be the three consistent statements from Minh, Hannah, and Matthew that
7 Jim attacked and violently battered her. When this fact was pointed out to the city
8 attorney, the response was awkward silence on his part.⁷

9 **Page 6, line 9: Jim's claim that Judge Ritchie dissolve the TPO because**
10 **no criminal charges were filed is false.**

11 It is further false by Jim to claim that because no charges were pending that
12 Judge Ritchie dissolved the TPO. When the April 22, 2020, hearing was held the
13 criminal charges against Jim were still pending. Jim was arraigned on May 7, and
14 pled not guilty. The city attorney did not vacate the case until May 18 – almost a
15 month after the April 22, hearing.

16 **Page 6, lines 11-12: Jim's claim that as a result of the events of March**
17 **20, 2020, Judge Ritchie ordered that the exchanges were to occur at**
18 **Jim's home rather than the parties' residences is flat out false.**

19 This claim that Judge Ritchie ordered that Minh conduct all of the
20 transportation because of the March 20, 2020, battery is easily demonstrably false.

21 ⁷ Cases are determined upon facts and not "feelings." It was apparent that the city
22 attorney spent zero time engaging in any meaningful analysis regarding the case all
23 to the detriment of Hannah, Matthew, and Selena. A copy of the correspondence
24 to Jim's counsel dated May 24, 2020, regarding that conversation with the
25 Henderson City Attorney is attached for the Court's convenience as Exhibit B.

1 In the Findings of Fact, Conclusions of Law and Order from the August and
2 September 2019, evidentiary hearing, because Minh was going to relocate to
3 California, Jim was awarded primary physical custody.
4

5 Because Minh was going to be largely traveling to and from California to
6 exercise her visitation, the Court ordered that Minh would conduct the
7 transportation. See Order filed September 20, 2019, at page 31, lines 21-22.
8 Accordingly, it is blatantly false for Jim to allege that as a result of the March 20,
9 2020, battery that Minh was ordered to conduct all of the transportation – rather
10 than at the parties' residences. The *only* change made by Judge Ritchie was that
11 the exchange location would be the guard shack rather than Jim's residence.
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15 **Page 6, lines 18-20: Jim's claim that Minh wants to pick up the children**
16 **from his residence is false.**

17 Minh does not care whether she picks up the children from Jim's residence
18 or the guard gate – and Jim knows that. Jim's excuses up to this point have
19 included that him having to travel is "not convenient" for him, and Minh "might
20 make him pick up the children in California."
21
22

23 **Page 6, line 23, to page 7, line 5: Jim's claims of hostility from Minh are**
24 **false.**

25 Jim complains that Minh is hostile to him. In reality, Jim is only
26 complaining about the exchange that occurred on March 1, 2020. At that
27 exchange, Jim admitted that he "waited for an hour and a half for the children to
28 get out of Minh's RV."

1 After refusing to help Minh for that an hour and a half, and apparently
2 recording the entire hour and a half, Jim then complains that Minh expresses her
3 frustration after receiving no co-parenting from him.⁸
4

5 After Jim creates the situation by refusing to assist Minh, and passively sets
6 back recording, he complains that Minh states that he is “beneath her” “a low life,”
7 and “beneath her.”⁹ Jim is oblivious as to how he criticizes Minh with “are just
8 sitting there,” “you’re their mother, you’re their mother.”¹⁰
9

10 It is extremely difficult to see how Jim referencing self-selected excerpts of
11 this exchange between Minh and Jim helps him in any way. Jim admits that he
12 smugly watched the mother of their children struggle for an hour and a half of
13 trying to get children who are fighting her and who do not want to return to him.
14 Minh’s restraint after struggling in this situation for an hour and a half after
15 receiving no help from Jim and being taunted by him should be seen as being
16 remarkable.¹¹
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21 ⁸ Copies of the text messages Minh sent to Jim are attached for the Court’s
22 convenience as Exhibit C.
23

24 ⁹ Jim actually complains that after an hour and a half of smugly watching Minh
25 struggle with the children, who clearly unhappy residing with him that Minh does
26 not wish to communicate with him.
27

28 ¹⁰ Jim might be better served if actually tried to improve his relationship with the
children rather than thinking only of himself and recording everything.

¹¹ Jim could have done anything other than have complete disregard for Minh (and
the children) trying to get the children out of her vehicle. Instead, Jim stood there,
taunting Minh by doing nothing for an hour and a half while she struggled. The

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2 **Page 7, lines 5-7: Jim claims that Minh refuses to help out with the**
3 **custody exchanges is false.**

4 The claim is false and is easily demonstrated as Jim is the one who refuses
5 to help Minh with the children during custody exchange. Jim stated to Minh: "It
6 is your responsibility to get them into the house."

7
8 In addition to communications like that from Jim to Minh, the children
9 would hide underneath the bed of Minh's campervan and refuse to get out to go
10 into Jim's house. There multiple incidents Minh had to call the Henderson Police
11 Department to come to Jim's house to help with the transfers because the children
12 refuse to get out of Minh's car hiding in the trunk and Jim refusing to help.¹²

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15 **Page 7, lines 7-12: Jim's claim that the exchanges at the guard gate go**
16 **more smoothly is false.**

17 Hannah will still unbuckle herself from Jim's van and go back to Minh's
18 van. Matthew still hides in the back of Minh's van and cries. Hannah will still
19 jump out of Jim's van and begin walking back toward the guard gate. Nothing has
20 changed no matter how much he tries to minimize and deny it.
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24 children watched Jim act in a completely abhorrent way to their mother for an hour
25 and a half, and then Jim complains about seven words that occurred in a span of
26 less than five seconds and then wants a pat on the back for the situation he helped
27 create. The children are intelligent. It is little wonder the children resent him,
28 choose their mother over him, and run away.

¹² A copy of the Henderson Police Department Incident Reports is attached for the Court's convenience as Exhibit D. As one of the police officers stated in his report "Dad did not leave house to help with the children."

1 **Page 7 line 20 to page 8, line 11: Jim's explanation of what occurred on**
2 **January 4, 2021, is simply wrong.**

3 According to Judge Richie's orders: "the custody for the person who has
4 the children for the second part of Christmas Break will end on the morning the
5 children return to school." Jim had the children for the second part of Christmas
6 Break. Based upon that reasonable interpretation of the orders, Minh picked up
7 the children the afternoon of the first day the children returned to school in
8 accordance with the language in the Order.
9

10
11 After Minh picked up the children from school on January 4, she went
12 directly to buy supplies for Hannah to do her science project which Jim failed to
13 do to help Hannah while she was with him. After collecting all the science project
14 supplies, Minh took Hannah directly to Hannah's therapist. During the time Minh
15 was taking care of the academic issues Jim neglected, Jim sent Minh multiple
16 threatening texts and emails demanding for the children – or else.
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20 Jim also followed Minh to Hannah's therapist and stalked them by waiting
21 in his car in the dark parking lot so that his car was directly facing Minh's vehicle.
22 Fearing of Jim's retaliation to the children as he had done to them after many
23 returns that did not go Jim's way and to make peace, Minh agreed to transfer the
24 children back to Jim.¹³
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13 It would have been less stressful and less traumatic for the children for Minh to
keep the children for the night and drop them off at school the following morning
and then have Jim pick up the children from school the following day. However,

Page 8 line 12: Jim Claims that the children now struggle with custody exchanges

The claim is false. All three children, especially Hannah, have always struggled with the custody exchanges. The children have struggled so much that Hannah and Matthew tried to run away from home to be with Minh. Nothing has ever changed. The struggles with the custody exchanges are why the police have been called multiple times.

The reality is that the children are much better bonded with Minh than they are with Jim. The reality is that Jim is doing nothing to develop a bond with the children and is continuing to make his relationship with the children worse by his conduct.

Ever since the separation and up until now while under Jim's custody Hannah still locks herself up in her room, refuses to leave her room. Hannah will quickly go to the kitchen make herself food and bring them back to her room to eat by herself.

Jim's conduct has poisoned his relationship with Hannah. One, the children witnessed Jim battering Minh at his house, and the children made separate statements to the investigating officers which caused Jim's arrest. Two, the children are so unhappy living with Jim and ran away. Three, in after Hannah refused to go into Jim's house at the exchange, in retaliation, Jim confiscated

Jim chose to escalate the difference in the respective understandings of Judge Ritchie's orders into conflict to show that he "won."

1 Hannah's cell phone and prevented her to have any contact with her mom.¹⁴

2 Four, after another exchange when Hannah refused to go into Jim's house,
3 again in retaliation, Jim removed the lock on Hannah's bedroom and bathroom
4 doors allowing her no privacy.¹⁵ Five, during one of Jim's arguments with
5 Hannah, Jim confiscated Hannah's phone and then punched her in the nose
6 causing her nose to bleed.¹⁶ Fearful for Hannah's safety after Hannah called her
7 and that Jim was going to escalate matters further, Minh called the police.¹⁷

8 Six, in yet another incident, Hannah made fried rice. Hannah scooped some
9 fried rice onto her plate and brought it into her room while it was still hot. Jim

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15 ¹⁴ Jim went as far as disconnecting and hiding the telephone with the landline. At a
16 certain time, when Jim saw fit, he would disconnect Hannah the landline
17 telephone. Then, in the middle of Hannah's conversation with Minh, Jim would
18 tell Hannah:" time's up" and unplug the phone.

19 ¹⁵ Jim later tried to fabricate that he was following the therapist's
20 "recommendation" and that he was doing it because he was afraid for Hannah's
21 safety. Minh advises that she followed up with the therapist and the therapist
22 denied of any of those recommendations. The therapist also stated that children
23 need to feel safe and those behaviors do not provide Hannah comfort.

24 ¹⁶ There were no photos of the blood that was in Hannah's sink caused by Jim
25 punching her. Hannah never thought about it, she simply called her mother in a
26 panic. Jim used the phone call to wipe down all the blood. Both Matthew and
27 Selena saw the blood that splattered all over the sink of the powder room.

28 ¹⁷ When the police arrived, they did not arrest Jim because not much blood was left
at the scene and no one was a percipient witness to what Jim did to Hannah. All
the police could see was the blood that was still left on Hannah's foot and took a
photo. Since there was not significant amount of blood left when the police
arrived, they decided not to arrest Jim which does not change the fact that Jim had
physically harmed Hannah.

1 became furious and demanded that Hannah be done eating immediately. Jim took
2 Hannah's plate of fried rice and dumped in the trash. Jim took the hot pan and
3 shoved it onto Hannah's arm causing a burn on her arm.¹⁸
4

5 **Page 9, line 27, to page 10, line 5: Jim's claims regarding health**
6 **insurance premiums are incorrect**

7 Jim claims that Minh went and obtained her own health insurance policy for
8 the children because she does not want to pay Jim directly. Minh obtained her
9 own health insurance policy for the children because it is less expensive for the
10 same or similar coverage.
11

12 Jim omits mentioning that the Court stated in the Minutes from the
13 September 4, 2020, hearing that If Defendant gets insurance, the order related to
14 insurance can be reviewed since Defendant is ordered to Plaintiff pay \$432.00 for
15 one half of the cost of insurance." Minh is seeking what is authorized by the
16 Court to review health insurance because the policy she obtained for the children
17 is much less expensive than the policy Jim has through his employment.
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20 **Page 11, lines 1-4: Jim tries to claim that Minh attempted to use**
21 **telephone communications to interfere with his custody time.**
22

23 Jim tries to claim that Minh was using telephone communications to
24 interfere with his custodial time. This Court should keep in mind that Jim filed
25 that Motion on June 6, 2020, shortly after the April 22, 2020, hearing. The Court
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27

28 ¹⁸ Distraught, Hannah ran back into her room and called Minh. Fearful that there
was another incident that Jim was going to escalate, Minh called the police. By the
time the police arrived, the burn mark faded and they determined that the burn was
not significant enough to make the arrest.

1 should also keep in mind that Jim filed that Motion as an “emergency motion”
2 because of “telephone contact.”¹⁹

3
4 Judge Ritchie rejected the claim of an emergency and the motion was heard
5 in the ordinary course. Judge Ritchie rejected Jim’s allegations of Minh
6 interfering with his custodial time through telephone contact and rejected Jim’s
7 request to limit Minh’s telephonic contact with the children.²⁰ See Order from
8 July 13, 2020, hearing at page 3, lines 24-27. Judge Ritchie also specifically
9 rejected Jim’s attempt to use Hannah’s therapist, that he selected, in a forensic or
10 evaluative capacity against Minh.²¹ See Order from July 13, 2020, hearing at page
11 2, lines 10-12.
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19 ¹⁹ In reality, the Motion was nothing more than attempt by Jim to exercise power
20 and control over Minh and the court system was the only method available to him.
21 Jim tried to request that Minh be limited to 10 minutes of telephone contact three
22 times per week. The Court should be aware that during Minh’s custodial time the
23 children do not really have any interest in speaking to Jim and Jim does not really
24 have any interest in speaking to them.

25 ²⁰ Jim’s attempts control communications do not stop there. During one of the
26 therapy sessions Jim even told Minh and the therapist that Minh’s communication
27 with Hannah at any time “got to be stopped.” Mr. Minetto, the therapist told Jim
28 that it is important for the children to feel comfortable and be able to contact the
other parent at any time. Jim has no interest in a relationship with Hannah, or
anyone else. Jim only has an interest in controlling others.

²¹ Jim picked and retained the therapist.

Page 11, lines 5-7: Jim Still Tries to Claim that He Never Battered Minh

If Jim wants to continue trying to claim that he never battered Minh, then Jim should stipulate to Matthew and Hannah being interviewed as to what they saw that day. However, Jim will never do that because Jim knows that he battered Minh in front of the children.²² The Court does not have to believe either Minh or Jim; the Court can let the matter rise and fall on what the children say.²³

Page 11, lines 14-16: Jim falsely claims that he had very limited telephonic contact during the time the TPO was in effect.

During the time the TPO was in effect that Jim asked to have telephone contact with the children. Minh offered time to Jim and he did not request any additional time. No limits of any kind were placed on the amount of time Jim could speak to the children. Jim was free to speak as long as he wanted so long as he did not try and coach the children as to what they witnessed at March 20, 2020, battery he committed against Minh.

²² Jim will never ever take Minh up on the offer because he knows what the outcome will be.

²³ We know what the children will say because Hannah was texting her aunt, Hieu, who is a Nevada and California licensed attorney as to when they would make it to California after they left the Henderson Police Department. A copy of that text string is attached as Exhibit E wherein Hannah stated she saw Jim push Minh.

1 In addition, Jim was invited to call Selena on her birthday.²⁴ Rather than
2 engaging in serial misstatements in an effort to mislead this Court, it may be better
3 for Jim to admit he received all of the telephonic contact that he wanted for as
4 long as he wanted - and more.
5

6 **Page 11, lines 17-19: Jim's complaints about Minh calling the children**
7 **after the custodial exchange on April 23, 2020, are incorrect**

8 Jim had the opportunity the last time he filed a motion back on June 6,
9 2020, to bring up this complaint. Jim never did anything – for 10 months.
10

11 When the children were returned to Jim after the TPO order was lifted, the
12 transferred was very traumatic. The children hid in Minh's van and refused to
13 leave. Minh finally persuaded them to leave. Because the transfer was difficult,
14 Minh asked to speak to the children to reassure them and make sure they were
15 doing okay emotionally.²⁵
16

17 As it turned out, the first thing Jim did was to retaliate against Hannah.
18 When Hannah returned to Jim's house, she found out that Jim had removed the
19 locks on her bedroom and bathroom doors, giving a young girl no privacy. Jim
20 also immediately confiscated Hannah's electronics as punishment for giving her
21 statement against him to the Henderson police.
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27 ²⁴ A copy of the correspondence sent to Jim dated April 3, 2020, telling him that he
28 was free to speak to the children is attached for the Court's convenience as Exhibit
F.

²⁵ Jim has no insight and to this day believes that it is all about him.

1 Between April 23, 2020, and June 6, 2020, Jim sent two letters, demanding
2 immediate responses and then complaining when responses were not received
3 quickly enough for his satisfaction. Those letters covered a number of different
4 topics. *None* of those topics was Minh contacting the children on April 23, 2020.
5 Waiver and laches should apply. Given that Judge Ritchie also ruled upon this
6 subject *res judicata* should apply as well. There are no new facts to justify Jim's
7 need to try and exercise power and control.
8
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10 **Page 11, line 20, to page 12, line 1: Jim's complaints about the iPad's**
11 **and the children being too young to contract directly are false.**
12

13 Jim's complaints about contacting the children through their iPads was
14 raised by him in his Motion that was filed and heard on April 22, 2020, hearing.²⁶
15 Those complaints were shown to be baseless at that hearing. Despite that Jim tries
16 to bring up iPads again to try and bootstrap his way into limiting Minh's time with
17 the children.
18

19 **Page 12 line 2: Jim's claim that he has not spoken to Hannah on the**
20 **phone since March 2020, is incorrect**
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22 Jim complains that Hannah has not talked to Jim while being with Minh
23 since March 2020. That is incorrect. Hannah apparently does not even talk to Jim
24 while she is in his custody because of his conduct toward her.
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²⁶ The matter should be seen as being *res judicata* from the April 20, 2020, hearing as nothing has changed since then.

1 The reasons why have been explained many times. Hannah resents Jim for
2 changing the family plan of moving to Irvine. Hannah is old enough to most
3 clearly remembers what Jim said about moving to Irvine and knows that Jim is
4 lying he tries to deny ever having said that he would move.²⁷

6 In response, Jim has choked Hannah, berated her, badgered her, slapped
7 her, watched him batter her mother, confiscated her electronics, removed the locks
8 on her bedroom and bathroom doors, burnt her arm, manhandled her, creepily
9 watch her while he thinks she is sleeping, and has punched her in the face
10 claiming that she “ran into” his closed fist.²⁸ Hannah is in counseling, is failing
11 school, and is underweight as well as being extremely undersized for her age.

15 **Page 12, lines 3-12: Jim’s claim that he hands the cell phone to the**
16 **children to speak to Minh is false.**

17 Jim does not hand his cellphone to the children to speak to Minh. This
18 never occurs. Minh contacts Selena and Matthew through their iPads every single
19 day. Minh contacts Hannah through her cellphone. The children are now ages, 7,
20 11, and 12. Other than the times Jim tries to exercise power and control limit the
21 children’s access to their mother, there is no issue of any kind in Minh being able
22 to contact Selena and Matthew on their iPads. Sometimes Selena and Matthew
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26 ²⁷ Minh, Jim, and the children even investigated and visited the school that they
27 would be attending when they moved to California. All of children’s cousins were
28 aware of the move as well.

²⁸ Minh reports that there is some history of mental illness in Jim’s family.

1 will call their cousins in California to play video games online with them, yet Jim
2 claims that they are unable to communicate with him through their iPads. Minh
3 advises that Selena and Matthew are better at using their iPads than she is on hers.
4 Using iPads is like second nature to the children. Jim's claim that the children are
5 "too young" is simply false.²⁹

6
7
8 As recommended by Hannah's therapist, Minh no longer does bribes or
9 punishes the children to get them to speak to Jim because the therapist believes this
10 just defeats the purpose and just negates the cause. Minh now encourages and
11 reminds the children every day to speak to Jim when they are under her care. Minh
12 also encourages Jim to speak to the children any time and for as long as he likes.
13
14

15 **Page 12, lines 14-25: Jim's claim that Minh "unilaterally" decided to**
16 **teach the children Vietnamese is false.**

17 Jim's claim that Minh "unilaterally" decided to teach the children
18 Vietnamese is simply false. Hannah's therapist recommended that the children
19 engage in an extracurricular activity together that they would like. Options were
20 presented to the children for a group activity and the children voted to learn
21 Vietnamese. The children's relatives speak the Vietnamese language and they
22 would like to be part of that.
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27 ²⁹ Minh reports that the children often run and hide when Minh calls Jim and she
28 tries and hand them the phone. Selena sometimes breaks down in tears because
she was forced to speak to Jim. Minh advises that she often had to use different
methods to ensure Jim's communication with the children. She either bribed,
threatened or punished them if they do not speak to him.

1 Jim attempted to prevent that from occurring by telling Matthew that if they
2 do not learn Catholicism while under Minh's care then they will not be allowed to
3 learn Vietnamese. Jim then attempted to exercise power and control because he
4 could not compel Minh to teach the children Catholicism, Jim declared that 5:00
5 p.m. to 6:00 p.m. is "daddy's hour" and that 7:00 p.m. to 8:00 p.m. is "mommy's
6 hour" and that Minh could only call and work with the children on Vietnamese
7 during that hour.
8
9

10 Jim declares in his Motion that he "agreed to allow" Minh to Facetime with
11 the children. As stated, Judge Ritchie denied Jim's request for scheduled
12 telephonic visitation. See Order from July 13, 2020, hearing at page 3, lines 24-
13 26.³⁰ Nothing has changed since that last order.
14
15

16 **Page 12, line 26, to page 13, line 17: Jim's claim that Minh is abusing**
17 **his "generosity" and Minh is "taking advantage of his attempts to**
18 **coparent."**

19 Jim complains that Minh ends up interacting with the children for about an
20 hour during the night during "his" time. Jim also complains as to the amount of
21 time Minh spends teaching Vietnamese, "socializing," and "watching movies."
22 The Court should be concerned as to Jim's stability now that he admits, in all
23 seriousness, how long he believes Minh and the children are doing various
24 activities when they are on the phone or iPad, and that he does not approve. Jim is
25
26
27
28

³⁰ The Court stated, "Jim's request for scheduled telephonic communication between the parent and the children during the other parent's custody timeshare is denied at this time."

1 also admitting that he is willfully violating the terms of joint legal privacy by
2 refusing to allow children to have privacy in their conversations with the other
3 parent.
4

5 **Page 13, line 19, to page 14, line 4: Jim's claims that Minh will not allow**
6 **him to communicate with the children when they are in her custody is**
7 **false.**

8 The Court should take notice that Minh, in keeping with Judge Ritchie's
9 prior orders, encourages the children to speak with Jim, makes sure that she gives
10 Jim and the children privacy, and makes the children available to speak with Jim
11 every single day for as long as he wants – and Jim refers to himself as “generous”
12 by offering “an hour.”³¹ Minh purchased the each of the children their own iPads
13 that they take everywhere. The children can communicate with Jim anytime they
14 want for as long as they want with those iPads. Jim's claims should expire of
15 their own self-inflicted wounds.
16
17
18

19 **Page 14, line 5, to page 16, line 10: Jim's claims that Minh tries to**
20 **schedule activities with the children during Jim's time is false.**

21 Jim complains that Minh expected discretion as to when she could speak to
22 the children, and complains that Minh scheduled a “movie night” when Matthew
23 had a play date because his time with the children is “his” time.
24

25 As stated, Minh encourages the children to speak to Jim, has the children
26 speak to Jim as long as they both want, and gives them privacy. When Minh asks
27
28

³¹ The problem for Jim is that one, he does not call the children very often during the children's weeks with Minh because he likes to work long hours and two, the children do not care to talk to him for that long or at all.

1 for the same consideration in return from Jim, she is attacked as viciously as
2 possible in personal terms, for not receiving "reasonable counsel from her attorney
3 on how to coparent."

4
5 In trying to resolve the issue, Minh turned to the therapist for guidance. In
6 return, Minh is attacked for reaching out to a mental health professional in seeking
7 to resolve an interpersonal conflict between herself and Jim. Specifically, Jim
8 bolds and underlines a section wherein it is stated,
9

10
11 Do you know the children are counting until you die? They were so
12 happy when they found out your actual age. How sad is that. Do you
13 think any kids would wish their parent to die if the parent were good
to them? This is how much they hate being with you.

14 As Minh states to Jim, she did not want to tell him before because it is
15 hurtful. However, Minh very much would like for Jim to have some insight into
16 how his conduct is negatively impacting the children.
17

18 The children are in counseling, and Jim's the conflict with Hannah has
19 deteriorated in into physical violence, the children are doing poorly in school, the
20 children run to Minh when it is her custodial time and have to be pulled to Jim
21 when it is his custodial time. Matthew has jumped into the trunk of Minh's car to
22 hide from Jim multiple times.³²
23
24

25
26
27 ³² Minh recorded Matthew when they were returning from Crystal Cove State Park.
28 The audio can be provided separately.

Minh: What's wrong Matthew? (Matthew crying)
Matthew: He's going to kill me.
Minh: why do you say that?

1 During the most recent transfer on Feb 12, 2021, at noon (due to the
2 children being quarantined) Jim had asked Minh to keep the children till noon
3 since he had to work. At the children's school, the children refused to get out of
4 Minh's van. Matthew hid in the back of the van. When Minh went to Matthew to
5 persuade him to go to Jim, he hugged Minh and refused to let go. It took almost
6 half an hour before Minh was able to persuade them to go to Jim.³³

9 Selena appears to have developed separation anxiety. She continues to
10 wake up in the middle of the night looking for Minh. She cries and asks for Minh
11 while under Jim's care and even under Minh's care.

13 The above are the facts and Jim actually claims that he has a "great"
14 relationship with the children. The statement from Minh, while hurtful, was

16 Matthew: (crying and coughing) He's going to kill me.

17 Minh: Why do you say that, Matthew? Matthew, Mathew, it's ok honey.

18 Matthew: No it's not, He's going to kill me.

19 Minh: Why do you say that?

20 Matthew: He's going to kill me! Mommy, mommy. I don't want to go, I don't want to
go. (coughing crying). I don't want to go!

21 Minh: Matthew, what are you afraid of honey.

22 Matthew: He's going to kill me.

23 Minh: Why do you say that, why do you say that? Matthew.

24 Matthew: I don't want to go back,

25 Minh: Who is going to kill you?

26 Matthew: Daddy.

27 Minh: Why?

28 Matthew: I don't want to be with him. I don't want to be with him. (Crying, coughing).

Minh: What?

Matthew: I don't want to be with him, I don't want to...(coughing crying)

Selena: mommy...inaudible

Minh: Matthew, it's ok honey. Mommy is right here, I'm right here buddy, I'm right
here. shh..shh. It's ok buddy, It's ok honey, it's ok, shh...it's ok. (Matthew crying) ok,
it's ok Matthew. It's ok. Shh. shh.

³³ Minh had to call the police multiple times to help with the transfer because the children refused to go to Jim.

1 meant as a wake up for Jim to see that he needs to stop doing what he is doing.
2 Instead, Jim's response has been to double down on blaming Minh.

3 **Page 16, lines 12-17: Jim's claim that Hannah has not been the same**
4 **after Minh kept the children after the TPO was granted is completely**
5 **false.**

6 *Before* Jim battered Minh in front of the children and she received a TPO,
7
8 Hannah and Matthew ran away from home and both Hannah's and Matthew's
9 grades declined dramatically, Hannah's grades declined by 40 percent and
10 Matthew's grades declined by 20 percent.

11
12 *After* the Court ordered that the children be returned to Jim, he removed the
13 locks from Hannah's bedroom and bathroom in retaliation for her making her
14 statement to the Henderson Police Department when he was arrested for battering
15 Minh – and Jim claims that Hannah has not been the same since the battery – and
16 *his* conduct is somehow Minh's fault. Jim's claims should expire of their own
17 self-inflicted wounds.³⁴

18
19
20 **Page 16, line 22, to page 17, line 3: Jim's claims of alienation are false**
21 **as well.**

22
23 Jim claims that "on Wednesday, February 3, 2021, as Jim was putting
24 Selena to bed, Selena asked Jim why he could not just move to California so they
25 could be happy there." Minh advises that Selena has also asked her this
26 question. Minh did not want to speak ill of Jim or discuss court matters. Minh
27

28

³⁴ Jim also claims the therapy Hannah is having is helpful. That fails to explain why Hannah is now down to a 1.11 grade point average and Jim and Hannah are now deteriorating into physical conflict.

1 just said that she “didn’t know” and left it at that. Jim always seeking to attack
2 and blame, accuses Minh of alienation.

3 **Page 17, lines 4-23: Jim’s claim that there was no agreement to move**
4 **to California is false as well.**

5
6 Jim continues on trying to insist that Minh is lying to the children about the
7 move to California. Starting in 2015, the children went along with Minh and Jim
8 when they were looking at houses in California. In 2015 and 2016, they discussed
9 as a family the agreement to move to California. They discussed as a family
10 where the children would be going to school. The children, particularly Hannah
11 and Matthew, recall looking at houses and the discussions Minh and Jim had
12 about schools.
13
14

15 Jim’s was concern whether they could financially afford the move by
16 2019. Jim and Minh reached out to Jim’s financial advisor to do a Financial Goal
17 Analysis to ensure that the couple can afford the move. The analysis came back
18 with an above 99% certainty that they could afford the move by 2019. In one of
19 the emails sent from the financial advisor, Steve Hazel submitted in court, Mr.
20 Hazel asked Jim where he planned to retire in 2019, in California or Nevada.
21 Jim’s response was California.
22
23

24
25 On one of the deposit checks for the home located in Irvine, California,
26 Minh wrote down in 2016 “vacation home” because it would have been a vacation
27 home until the move in 2019. Jim used that as an excuse and lied to the Court and
28 led the Court to believe him that he never intended to move to California and that

1 the California house was only intended as a vacation house. The children,
2 particularly Hannah and Matthew know better and know that Jim lied to the
3 family, which in part, leads to the poor relationship they have with him.
4

5 **Page 17, line 24, to page 18, line 1: Jim's claims that Minh is**
6 **attempting to "manipulate" the children is false.**

7 Minh encourages the children to call Jim during her custodial time anytime
8 they want for as long as they want. Minh encourages the children to return to Jim
9 at the conclusion of her custodial time and instead has to pull the children from
10 her vehicle to Jim's vehicle because Jim refuses to help.
11

12
13 The children, particularly Hannah and Matthew, resent Jim lying to them
14 because they remember that he promised to move to Irvine as a family. As
15 detailed, Jim is abusive to the children to the point that Matthew hides in the van
16 and cries in terror when he has to return to Jim. Hannah and Jim have reached the
17 point where Jim is punching Hannah in the face and is physically manhandling
18 Hannah to exercise power and control over her. And Jim calls that manipulation –
19 and blames Minh.
20
21

22
23 **Page 18, lines 1-25: Jim's allegations of negative comments from Minh**
24 **are false.**

25 Jim badgers and harasses Hannah, punches Hannah, deprives Hannah of her
26 privacy, and claims that Hannah has a poor relationship with him because of
27 "negative" from Minh. Matthew is frightened of Jim to the point he hides from
28 him and claims that is because of "negative" comments from Minh.

1 In return, Minh encourages the children to call Jim and Jim is free to speak
2 to the children as long as he wants. Minh even purchased iPads and made sure the
3 children could use those iPads to contact Jim at any time, and the best he can do is
4 attack and blame Minh. It appears that Jim is attempt to distract the Court from
5 the problems with the children that he has created by blaming Minh – for
6 everything.
7
8

9 **Page 18, line 26, to page 19, line 11: Jim is simply making a request for**
10 **reconsideration.**

11 Judge Ritchie made it clear at the July 13, hearing; there were to be no
12 schedule telephone contact. No motion for reconsideration or rehearing was filed
13 then and the time for filing such a motion has long since passed. Jim fails to
14 allege any new facts or any new acts that would rise to the level of adequate cause
15 impacting the children's best interests that would give rise for there to any
16 modification of Judge Ritchie's prior orders.
17
18
19

20 **B. Jim Fails to Cite to Any Proper Authority That Would Permit the Case**
21 **to be Transferred Back to Judge Ritchie**

22 Rule 2.7 of the Nevada Code of Judicial Conduct states that, "[a] A judge
23 shall hear and decide matters assigned to the judge, except when disqualification is
24 required by Rule 2.11 [disqualification] or other law." The comments section to
25 that states that "[j]udges must be available to decide the matters that come before
26 the court." The Rule cited by Jim is only applicable to successor cases and
27 subsequent cases in which cases have parties in common. That fact pattern is not
28

1 applicable here. Nothing is intended as a slight against either judge, but this Court
2 is obligated under the Code of Judicial Conduct to hear the matter.

3 **C. Jim's Request to Have the Decree to be Entered as Drafted by Him**
4 **Should be Denied**

5 **1. The Exchange Location Should be Changed**
6

7 Jim actually believes, and argues, Minh should be the only one doing the
8 work. Jim has misrepresented himself to the Court by claiming that the Court did
9 not order Minh to conduct all of the transportation until the March 20, 2020,
10 battery committed by Jim. The reason for the original order was from the
11 September 20, 2019, Order. Because Minh was going to be largely traveling to
12 and from California to exercise her visitation, the Court ordered that Minh would
13 conduct the transportation. *See* Order filed September 20, 2019, at page 31, lines
14 21-22.
15

16
17
18 At the September 4, 2020, hearing, Judge Ritchie stated that the order can
19 be changed once Minh established residence. Following that order, Minh
20 immediately purchased a home to establish residence so she would not be the only
21 one with the burden of transporting the children. As stated, Jim's excuses have
22 been non-sensical, "it's not convenient" for him, Minh might make him pick up
23 the children in California, he does not want Minh at his house, etc. There is no
24 reason for the receiving parent to pick up as occurs in literally every other case in
25 Clark County.
26
27
28

2. Minh's Health Insurance Policy for the Children Should be Used

Jim is trying mislead the court in believing that Minh's insurance has \$3,000 deductible. Jim does this by failing to indicate that \$3,000 would only be in catastrophic incidents. At the beginning, Jim made the excuse that his insurance provides visits with quality providers. Minh searched and provided the same insurance as Jim's (United Health Care) with the same providers.

Under Minh's insurance, there is not a deductible for all basic needs. Jim's insurance has a \$500 deductible- even for basic needs. Because Jim's insurance is through his office, he is bound by a group plan which includes his staff with multiple health conditions causing the price of each employees to go up.

Minh's insurance is an individual insurance which only covers her and the children who are in good health and have no medical complications allowing their premium to be much lower. Jim insists on using his insurance because he's able to deduct the expense as a business expense through his work and have Minh pay for 50% of his office expense.

From a cost perspective Minh's insurance is better. Even if there was a \$3,000 deductible, the \$400 plus dollar per month savings more than makes up the difference. $\$400 \times 12$ months equals \$4,800 in annual savings. Even if there was a \$3,000, the parties would be saving \$1,800 per year and \$2,300 per year after the \$500 deductible Jim has in taken into account.

1 If Jim refuses to terminate the children's insurance under his office's policy
2 then he can pay for 100% of it. Minh will also obtain the children's insurance and
3 she can pay for 100% of it. The children can be double covered.
4

5 **3. Jim's Request for Easter/Spring Break Should be Denied**

6 Jim had the children for three continuous holidays: New Year's Day,
7 Martin Luther King Day, and President Day. Now Jim now also wants the fourth
8 holiday, Spring Break.
9

10 Minh was only allowed to have the children for spring break last year
11 because Jim had the children the rest of the year and Minh was only awarded to
12 have the children during holidays. It should only be reasonable then for Minh to
13 have Easter/Spring Break. *See* NRS 125C.0045.
14
15

16 **4. Jim's Request for a Specific Telephone Schedule Should be Rejected**

17 Jim starts out his request by making an assertion that is unsupported by any
18 facts, "given Minh's actions and unreasonable demands, Jim is again requesting
19 the Court set reasonable boundaries for the parties' telephonic communication
20 with the other parent."
21
22

23 As stated, Judge Ritchie ordered less than eight months ago, there will be
24 no scheduled telephonic contact. In the therapy session with Minh, and Jim, the
25 therapist stated to Jim, that he did not think it was in the children's best interests
26 for there to be scheduled telephonic contact. Despite being told now by two
27 different professionals that what he wants is contrary to the children's best
28

1 interests Jim vexatiously continues demanding the same thing time and time
2 again.

3 As also stated, the matter is *res judicata*. Jim has failed to allege that there
4 any change in circumstances from then until now.³⁵ It is certain if the therapist
5 had changed his mind or had told Jim something different, Jim would be the first
6 person telling the Court about it. Jim has not, which should lead one to conclude
7 that the therapist has not changed his recommendation to Jim and Minh.³⁶
8 Accordingly, Jim's request should be denied.
9
10
11

12 III. 13 CONCLUSION

14 WHEREFORE, based upon the foregoing, Defendant, MINH NGUYET
15 LUONG, respectfully requests that the Court enter orders:
16

17 1. Denying Jim's Motion in its entirety, and;

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24
25
26 ³⁵ The Nevada Supreme Court may have stated it most succinctly in *Wolff v. Wolff*,
27 112 Nev. 1355, 1363, 929 P.2d 916, 921 (1997), when it stated, "calling a duck a
28 horse does not change the fact that it is still a duck." Jim has to work on repairing
his relationship with the children instead of blaming Minh.

³⁶ Of course, Jim is free to call the children any time he wants during Minh's
custodial time.

1 2. For any further relief the Court deems proper and just.

2 DATED this 4th day of March 2021

3
4 PAGE LAW FIRM

5
6 

7 FRED PAGE, ESQ.

8 Nevada Bar No. 6080

9 6930 South Cimarron Road, Suite 140

10 Las Vegas, Nevada 89113

11 (702) 823-2888

12 Attorney for Defendant

1 **DECLARATION IN SUPPORT OF OPPOSITION**

2 I, Minh Luong, declare, under penalty of perjury:

3 I have read this Opposition, and the statements it contains are true and
4
5 correct to the best of my knowledge, except as to those matters based on
6 information and belief, and as to those matters, I believe them to be true. The
7
8 statements contained in this motion are incorporated here as if set forth in full.

9 **I declare under penalty of perjury under the law of the State of Nevada that**
10 **the foregoing is true and correct.**

11 DATED this 5th day of March 2021

12
13
14 /s/ Minh Luong
15 MINH LUONG
16
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 4th day of March 2021, the foregoing OPPOSITION was served pursuant to NEFCR 9 via e-service to Sabrina Dolson, Esq., attorney for Plaintiff.



An employee of Page Law Firm