IN THE SUPREME COURT OF THE STATE OF NEVADA

* * * * * * * * * *

Electronically Filed
Apr 08 2022 09:32 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

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.: D.C. Case No.: D-18-581441-D **PETITIONER'S APPENDIX**

Attorneys for Petitioner:
Marshal S. Willick, Esq.
Nevada State Bar No. 2515
3860 East Bonanza Road, Suite 201
Las Vegas, Nevada 89110
Telephone (702) 438-4100
Email: Info@willicklawgroup.com

Fred Page, Esq.
Nevada State Bar No. 6080
PAGE LAW FIRM
6930 South Cimarron Road, Suite 140
Las Vegas, Nevada 89113
Telephone: (702) 823-2888
Email: Fpage@pagelawoffices.com

Attorneys for Respondent:
Robert Dickerson, Esq.
Dickerson Karacsonyi Law Group
1645 Village Center Circle, Suite 291
Las Vegas, Nevada 89134

VOLUME XIV

Docket 84522 Document 2022-11015

APPENDIX INDEX

#	DOCUMENT	FILE STAMP DATE	PAGES
	VOLUME I		
1.	Complaint for Divorce	12/13/2018	AA000001 - AA000007
2.	Ex Parte Motion to Seal File	12/13/2018	AA000008 - AA000011
3.	Request for Issuance of Joint Preliminary Injunction	12/13/2018	AA000012 - AA000013
4.	Summons	12/13/2018	AA000014 - AA000015
5.	Ex Parte Order Sealing File	1/3/2019	AA000019 - AA000020
6.	Notice of Entry of Ex Parte Order Sealing File	1/4/2019	AA000021 - AA000025
7.	Answer and Counterclaim for Divorce	1/11/2019	AA000026 - AA000033
8.	Reply to Counterclaim for Divorce	1/24/2019	AA000034 - AA000039
9.	General Financial Disclosure Form	1/29/2019	AA000040 - AA000051
10.	Defendant's Motion for Primary Physical Custody to Relocate with Minor Children to Southern California	1/29/2019	AA000052 - AA000079
11.	Notice of Entry of Stipulation to Reschedule Case Management Conference	2/14/2019	AA000080 - AA000084

12.	Plaintiff's Opposition to Defendant's Motion for Primary Physical Custody to Relocate with Minor Children to Southern California and Countermotion for Joint Physical Custody	2/20/2019	AA000088 - AA000120
13.	Appendix of Exhibits to Defendant's Reply to Plaintiff's Opposition to Defendant's Motion for Primary Physical Custody ro Relocate With Minor Children to California	3/5/2019	AA000121 - AA000146
14.	Defendant's Reply to Plaintiff's Opposition to Defendant's Motion for Primary Physical Custody to Relocate with Minor Children to California	3/5/2019	AA000147 - AA000180
15.	Clerk's Notice of Hearing	3/6/2019	AA000181
16.	Receipt of Copy	3/12/2019	AA000182
17.	Notice of Taking of Deposition of Plaintiff, James W. Vahey	3/13/2019	AA000183 - AA000185
18.	Plaintiff's Witness List	4/18/2019	AA000186 - AA000190
19.	General Financial Disclosure Form	4/26/2019	AA000191 - AA000199
20.	Declaration of James W. Vahey Regarding His Income	4/2019	AA000200 - AA000206
21.	Notice of Entry of Order from Hearing on March 12, 2019	5/2/2019	AA000207 - AA000210
22.	Defendant's Motion for Order Permitting Minor Children to Testify at Evidentiary Hearing	6/20/2019	AA000214 - AA000225
VOLUME II			
23.	Notice of Hearing	6/20/2019	AA000213
24.	Appendix of Exhibits in Support of Plaintiff's Opposition to Defendant's Motion for Order Permitting Minor Children to Testify at Evidentiary Hearing	7/12/2019	AA000226 - AA000244

25.	Plaintiff's Opposition to Defendant's Motion for Order Permitting Minor Children to Testify at Evidentiary Hearing	7/12/2019	AA000245 - AA000258
26.	Errata to Plaintiff's Opposition to Defendant's Motion for Order Permitting Minor Children to Testify at Evidentiary Hearing	7/15/2019	AA000259 - AA000263
27.	Defendant's Motion for Order Permitting Minor Children to Testify at Evidentiary Hearing	7/18/2019	AA000264 - AA000274
28.	Notice of Rescheduling of Hearing	7/18/2019	AA000275 - AA000276
29.	Notice of Entry of Stipulation and Order Appointing Dr. Michelle Gravely as Children's Therapist	7/30/2019	AA000277 - AA000281
30.	Defendant's Witness List	7/31/2019	AA000285 - AA000288
31.	Defendant's Pre-Trial Memorandum	8/2/2019	AA000295 - AA000326
32.	Errata to Defendant's Pre-Trial Memorandum	8/2/2019	AA000289 - AA000294
33.	Plaintiff's Pre-Trial Memorandum	8/2/2019	AA000327 - AA000408
34.	Receipt of Defendant's N.R.C.P. 16.2 Production -9 and Disclosure of Witness	8/2/2019	AA000409
35.	Notice of Seminar Completion	8/5/2019	AA000410 - AA000412
36.	Receipt of Copy	8/7/2019	AA000413
VOLUME III			
37.	Defendant's Trial Brief	9/3/2019	AA000414 - AA000477
38.	Certificate of Seminar Completion	9/7/2019	AA000478 - AA000480

39.	Findings of Fact, Conclusions of Law, Decision and Order	9/20/2019	AA000481 - AA000512
40.	Notice of Entry of Order	9/20/2019	AA000513 - AA000545
41.	Substitution of Attorney	10/9/2019	AA000546 - AA000547
42.	Notice of Hearing	1/22/2020	AA000548 - AA000549
43.	Appendix of Exhibits in Support of Plaintiff's Individual Case Management Conference Brief	2/10/2020	AA000550 - AA000641
VOLUME IV			
44.	Plaintiff's Individual Case Management Conference Brief	2/10/2020	AA000642 - AA000647
45.	Defendant's Individual Case Management Conference	2/14/2020	AA000648 - AA000656
46.	Order Setting Evidentiary Hearing	2/19/2020	AA000657 - AA000661
47.	Plaintiff's Witness List	3/5/2020	AA000662 - AA0000665
48.	Plaintiff's Pre-Trial Memorandum	3/13/2020	AA000666 - AA000856
VOLUME V			
49.	Defendant's Exhibit Appendix in Support of Motion to Extend Temporary Protective Order T-20-204489-T, to Change Custody on an Interim Basis, for an Interview of the Minor Children and to Change Custody	3/27/2020	AA000857 - AA000883
50.	Defendant's Motion to Extend Temporary Protective Order T-20-204489-T, to Change Custody on an Interim Basis, for an Interview of the Minor Children and to Change Custody	3/27/2020	AA000884 - AA000910

51.	Notice of Entry of Stipulation and Order to Continue ,arch 19, 2020 Trial	3/27/2020	AA000911 - AA000916
52.	Plaintiff's Emergency Motion for Immediate Return of the Children, Dissolution of TPO Modification of Child Custody, Appointment of a New Therapist for the Children, an Order to Show Cause Why Defendant Should not be Held in Contempt, and to Resolve Other Parent Child Issues	3/27/2020	AA000917 - AA000973
53.	Plaintiff's Ex Parte Application for Issuance of Order to Show Cause	3/27/2020	AA000974 - AA001045
VOLUME VI			
54.	Appendix of Exhibits in Support of Plaintiff's Emergency Motion for Immediate Return of the Children, Dissolution of TPO Modification of Child Custody, Appointment of a New Therapist for the Children, an Order to Show Cause Why Defendant Should not be Held in Contempt, and to Resolve Other Parent Child Issues	3/27/2020	AA001112 - AA001177
55.	Certificate of Service	3/30/2020	AA001046
56.	Certificate of Service	3/30/2020	AA001047
57.	Defendant's Response to Plaintiff's Ex Parte Application for an Order to Show Cause	3/30/2020	AA001048 - AA001109
58.	Notice of Hearing	3/30/2020	AA001110
59.	Notice of Hearing	3/30/2020	AA001111
60.	Plaintiff's Ex Parte Motion for Order Shortening Time on Plaintiff's Emergency Motion for Immediate Return of the Children, Dissolution of TPO, Modification of Child Custody, Appointment of a New Therapist for the Children, an Order to Show Cause Why Defendant Should not be Held in Contempt. and to Resolve Other Parent Child Issues	3/31/2020	AA001178 - AA001192

61.	Defendant's Response to Plaintiff's Ex Parte Motion for and Order Shortening Time	4/1/2020	AA001193 - AA001203
62.	Order Shortening Time	4/7/2020	AA001204 - AA001205
63.	Amended Order Setting Evidentiary Hearing	4/8/2020	AA001206 - AA001208
64.	Notice of Entry of Order Shortening Time	4/8/2020	AA001209 - AA001213
65.	Appendix of Exhibits in Support of Plaintiff's Opposition to Defendant's Motion to Extend Temporary Protective Order T-20-204489-T, to Change Custody on an Interim Basis, for an Interview of the Minor Children and to Change Custody	4/10/2020	AA001214 - AA001237
66.	Plaintiff's Opposition to Defendant's Motion to Extend Temporary Protective Order T-20-204489-T, to Change Custody on an Interim Basis, for an Interview of the Minor Children and to Change Custody	4/10/2020	AA001238 - AA001267
VOLUME VII			
67.	Appendix of Exhibits in Support of Plaintiff's Reply to Defendant's Opposition to Plaintiff's Emergency Motion for Immediate Return of the Children, Dissolution of TPO, Modification of Child Custody, Appointment of a New Therapist for the Children, an Order to Show Cause Why Defendant Should not be Held in Contempt. and to Resolve Other Parent Child Issues	4/15/2020	AA001268 - AA001328

68.	Plaintiff's Reply to Defendant's Opposition to Plaintiff's Emergency Motion for Immediate Return of the Children, Dissolution of TPO, Modification of Child Custody, Appointment of a New Therapist for the Children, an Order to Show Cause Why Defendant Should not be Held in Contempt. and to Resolve Other Parent Child Issues	4/15/2020	AA001329 - AA001352
69.	Defendant's Opposition to Plaintiff's Emergency Motion for Immediate Return of the Children, Dissolution of TPO, Modification of Child Custody, Appointment of a New Therapist for the Children, an Order to Show Cause Why Defendant Should not be Held in Contempt. and to Resolve Other Parent Child Issues	4/19/2020	AA001353 - AA001387
70.	Defendant's Exhibit Appendix in Support of Opposition to Plaintiff's Emergency Motion for Immediate Return of the Children, Dissolution of TPO, Modification of Child Custody, Appointment of a New Therapist for the Children, an Order to Show Cause Why Defendant Should not be Held in Contempt. and to Resolve Other Parent Child Issues	4/19/2020	AA001388 - AA001396
71.	Defendant's Exhibit Appendix in Support of Reply to Opposition to Motion to Extend Temporary Protective Order T-20-204489-T, to Change Custody on an Interim Basis, to Change Custody, and for an Interview of the Minor Children	4/20/2020	AA001397 - AA001457
72.	Defendant's Opposition to Motion to Extend Temporary Protective Order T-20-204489-T, to Change Custody on an Interim Basis, to Change Custody, and for an Interview of the Minor Children	4/20/2020	AA001458 - AA001491
VOLUME VIII			

73.	Second Amended Order Setting Evidentiary Hearing	5/11/2020	AA001492 - AA001495
74.	Notice of Entry of Order from April 22, 2020 Hearing	6/1/2020	AA001496 - AA001507
75.	Plaintiff's Emergency Motion to Resolve Parent-Child Issues and for Attorney's Fees and Costs	6/5/2020	AA001518 - AA001552
76.	Appendix of Exhibits in Support of Plaintiff's Emergency Motion to Resolve Parent-Child Issues and for Attorney's Fees and Costs	6/5/2020	AA001553 - AA001675
77.	Notice of Hearing	6/8/2020	AA001676
78.	Defendant's Exhibit Appendix in Support of Opposition to Plaintiff's Emergency Motion to Resolve Parent-Child Issues and for Attorney's Fees and Costs and Countermotion to Appoint Jen Mitzel as the Children's Therapist, for an Interview of the Minor Children or in the Alternative for the Appointment of a Guardian Ad Litem, to Change Custody, and for Attorney's Fees and Costs	6/29/2020	AA001677 - AA001705
VOLUME IX			
79.	Defendant's Opposition to Plaintiff's Emergency Motion to Resolve Parent-Child Issues and for Attorney's Fees and Costs and Countermotion to Appoint Jen Mitzel as the Children's Therapist, for an Interview of the Minor Children or in the Alternative for the Appointment of a Guardian Ad Litem, to Change Custody, and for Attorney's Fees and Costs	6/29/2020	AA001706 - AA001741
80.	Notice of Hearing	6/30/2020	AA001742

81.	Plaintiff's Reply in Support of His Emergency Motion to Resolve Parent-Child Issues and for Attorney's Fees and Costs and Opposition to Countermotion to Appoint Jen Mitzel as the Children's Therapist, for an Interview of the Minor Children or in the Alternative for the Appointment of a Guardian Ad Litem, to Change Custody, and for Attorney's Fees and Costs	7/6/2020	AA001743 - AA001770
82.	Defendant's Reply to Plaintiff's Opposition to Countermotion to Appoint Jen Mitzel as the Children's Therapist, for an Interview of the Minor Children or in the Alternative for the Appointment of a Guardian Ad Litem, to Change Custody, and for Attorney's Fees and Costs	7/9/2020	AA001771 - AA001788
83.	Defendant's Exhibit Appendix in Support of Reply to Plaintiff's Opposition to Countermotion to Appoint Jen Mitzel as the Children's Therapist, for an Interview of the Minor Children or in the Alternative for the Appointment of a Guardian Ad Litem, to Change Custody, and for Attorney's Fees and Costs	7/10/2020	AA001789 - AA001804
84.	Defendant's Second Exhibit Appendix in Support of Reply to Plaintiff's Opposition to Countermotion to Appoint Jen Mitzel as the Children's Therapist, for an Interview of the Minor Children or in the Alternative for the Appointment of a Guardian Ad Litem, to Change Custody, and for Attorney's Fees and Costs	7/12/2020	AA001805 - AA001809
85.	Plaintiff's Pretrial Memorandum	8/6/2020	AA001810 - AA001839
VOLUME X			
86.	Plaintiff's Amended Pretrial Memorandum	8/6/2020	AA001840 - AA002152
VOLUME XI			

87.	Defendant's Pre-Trial Memorandum	8/10/2020	AA002153 - AA002183
88.	Notice of Entry of Order from July 13, 2020 Hearing	8/11/2020	AA002192 - AA002197
89.	Notice of Entry of Order from July 13, 2020 Hearing	8/11/2020	AA002184 - AA002191
90.	Receipt of Copy	8/12/2020	AA002198
91.	Amended Order Setting Evidentiary Hearing	8/14/2020	AA002199 - AA002201
92.	Supplemental Appendix of Exhibits in Support of Plaintiff's Emergency Motion to Resolve Parent-Child Issues and for Attorney's Fees and Costs	9/3/2020	AA002202 - AA002212
93.	Defendant's Exhibit Appendix in Support Motion to Enter Decree of Divorce, for an Interim Change in Custody, and to Change Custody, and for Attorney's Fees and Costs	2/11/2021	AA002213 - AA002265
94.	Defendant's Motion to Enter Decree of Divorce, for an Interim Modification of Custody, to Change Custody, and for attorney's Fees and Costs	2/11/2021	AA002266 - AA002299
95.	Notice of Hearing	2/11/2021	AA002300
96.	Notice of Hearing	2/11/2021	AA002301
VOLUME XII			
97.	Appendix of Exhibits in Support of Plaintiff's Motion to Transfer Case to Department Hand to Enter Plaintiff's Proposed Findings of Fact, Conclusions of Law, and Decree of Divorce	2/11/2021	AA002303 - AA002455
98.	Notice of Rescheduling of Hearing	2/26/2021	AA002456 - AA002457

99.	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 Dcree of Divorce	3/5/2021	AA002458 - AA002477
100.	Defendant's 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	3/5/2021	AA002478 - AA002512
VOLUME XIII			
101.	Appendix of Exhibits in Support of Plaintiff's Opposition to Defendant's Motion to Enter Decree of Divorce, for an Interim Modification of Custody, to Change Custody and for Attorney's Fees and Costs	3/5/2021	AA002513 - AA002531
102.	Plaintiff's Opposition to Defendant's Motion to Enter Decree of Divorce, for an Interim Modification of Custody, to Change Custody and for Attorney's Fees and Costs	3/5/2021	AA002532 - AA002560
103.	Defendant's Exhibit Appendix in Support of [Reply to] Opposition to Motion to Enter Decree of Divorce. for an Interim Modification of Custody, to Change Custody, and for Attorney's Fees and Costs	3/15/2021	AA002561 - AA002576
104.	Defendant's Reply to Opposition to Motion to Enter Decree of Divorce, for an Interim Modification of Custody, to Change Custody and for Attorney's Fees and Costs	3.15/2021	AA002577 - AA002610
105.	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 of Divorce	3/15/2021	AA002611 - AA002627

106.	Plaintiff's Reply in Support of Motion to Transfer Case to Department H and to Enter Plaintiff's Proposed Findings of Fact, Conclusions of Law, and Decree of Divorce	3/15/2021	AA002628 - AA002647
107.	Defendant's Supplemental Exhibit Appendix in Support of 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	3/22/2021	AA002648 - AA002657
108.	Findings of Fact, Conclusions of Law, and Decree of Divorce	3/26/2021	AA002658 - AA002683
109.	Defendant's Brief Regarding Outstanding Issues	4/2/2021	AA002684 - AA002692
110.	Plaintiff's Brief for April 13, 2021 Hearing	4/2/2021	AA002693 - AA002704
111.	Notice of Entry of Findings of Fact, Conclusions of Law, and Decree of Divorce	4/8/2021	AA002705 - AA002733
VOLUME XIV			
112.	Transcription of April 13, 2021, Hearing	4/13/2021	AA003980 - AA004008
113.	Defendant's Documents Filed Regarding Outstanding Issues	4/23/2021	AA002737 - AA002773
114.	Document Filed Pursuant to Court Order Plaintiff's United Healthcare Insurance Policy Summary of Benefits and Coverage	4/23/2021	AA002774 - AA002788
115.	Notice of Entry of Order from March 22, 2021, Hearing	5/11/2021	AA002789 - AA002797
116.	Order from April 13, 2021 Hearing and April 28, 2021 Minute Order	5/18/2021	AA002804 - AA002811
117.	Notice of Entry Order from April 13, 2021 Hearing and April 28, 2021 Minute Order	5/19/2021	AA002812 - AA002822

118.	Notice of Appeal	6/14/2021	AA002823 - AA002824
119.	Stipulation and Order Modifying Findings of Fact, Conclusions of Law, and Decree of Divorce	8/8/2021	AA002836 - AA002839
120.	Notice of Entry of Stipulation and Order Modifying Findings of Fact, Conclusions of Law, and Decree of Divorce	8/9/2021	AA002840 - AA002846
121.	Defendant's Notice of Completion of Cooperative Parentig Class	8/16/2021	AA002847 - AA002850
122.	Defendant's Motion to Correct Clerical error in the Decree of Divorce Regarding the 529 Accounts, or in the Alternative, to Set Aside the Terms in the Decree of Divorce Regarding the Division of the 529 Accounts and for Attorney's Fees and Costs	9/27/2021	AA002851 - AA002864
123.	Certificate of Service	9/28/2021	AA002865 - AA002867
124.	Notice of Hearing	9/28/2021	AA002868 - AA002869
125.	Notice of Change of Firm Address	10/12/2021	AA002870 - AA002872

126.	Appendix of Exhibits in Support of Plaintiff's Opposition to Defendant's Motion to Correct Clerical error in the Decree of Divorce Regarding the 529 Accounts, or in the Alternative, to Set Aside the Terms in the Decree of Divorce Regarding the Division of the 529 Accounts and for Attorney's Fees and Costs and Emergency Countermotion for Immediate Return of Hannah to Jim's Custody, an Order that Hannah Immediately Participate in Therapy with Dr. Dee Pierce, an Order that Hannah have a Forensic Psychiatric Evaluation, an Order Requiring the Parties to Participate in Co-Parenting Counseling with Dr. Bree Mullin, Sole Legal Custody, School Choice Determination, Return of the Children's Passports, and Attorney's Fees and Costs	10/12/2021	AA002873 - AA002900
127.	Certificate of Seminar Completion	10/12/2021	AA002901 - AA002904
VOLUME XV			
128.	Plaintiff's Opposition to Defendant's Motion to Correct Clerical error in the Decree of Divorce Regarding the 529 Accounts, or in the Alternative, to Set Aside the Terms in the Decree of Divorce Regarding the Division of the 529 Accounts and for Attorney's Fees and Costs and Emergency Countermotion for Immediate Return of Hannah to Jim's Custody, an Order that Hannah Immediately Participate in Therapy with Dr. Dee Pierce, an Order that Hannah have a Forensic Psychiatric Evaluation, an Order Requiring the Parties to Participate in Co-Parenting Counseling with Dr. Bree Mullin, Sole Legal Custody, School Choice Determination, Return of the Children's Passports, and Attorney's Fees and Costs	10/12/2021	AA002905 - AA002946
129.	Notice of Entry of Order Shortening Time	10/13/2021	AA002947 - AA002951

130.	Order Shortening Time	10/13/2021	AA002952 - AA002954
131.	Ex Parte motion for Order Shortening Time on Plaintiff's Opposition to Defendant's Motion to Correct Clerical error in the Decree of Divorce Regarding the 529 Accounts, or in the Alternative, to Set Aside the Terms in the Decree of Divorce Regarding the Division of the 529 Accounts and for Attorney's Fees and Costs and Emergency Countermotion for Immediate Return of Hannah to Jim's Custody, an Order that Hannah Immediately Participate in Therapy with Dr. Dee Pierce, an Order that Hannah have a Forensic Psychiatric Evaluation, an Order Requiring the Parties to Participate in Co-Parenting Counseling with Dr. Bree Mullin, Sole Legal Custody, School Choice Determination, Return of the Children's Passports, and Attorney's Fees and Costs	10/13/2021	AA002955 - AA002962
132.	Defendant's Exhibit Appendix in Support of Reply to Plaintiff's Opposition to Defendant's Motion to Correct Clerical error in the Decree of Divorce Regarding the 529 Accounts, or in the Alternative, to Set Aside the Terms in the Decree of Divorce Regarding the Division of the 529 Accounts and for Attorney's Fees and Costs and Opposition to Emergency Countermotion for Immediate Return of Hannah to Jim's Custody, an Order that Hannah Immediately Participate in Therapy with Dr. Dee Pierce, an Order that Hannah have a Forensic Psychiatric Evaluation, an Order Requiring the Parties to Participate in Co-Parenting Counseling with Dr. Bree Mullin, Sole Legal Custody, School Choice Determination, Return of the Children's Passports, and Attorney's Fees and Costs	10/17/2021	AA002963 - AA002982

133.	Defendant's Reply to Plaintiff's Opposition to Defendant's Motion to Correct Clerical error in the Decree of Divorce Regarding the 529 Accounts, or in the Alternative, to Set Aside the Terms in the Decree of Divorce Regarding the Division of the 529 Accounts and for Attorney's Fees and Costs and Opposition to Emergency Countermotion for Immediate Return of Hannah to Jim's Custody, an Order that Hannah Immediately Participate in Therapy with Dr. Dee Pierce, an Order that Hannah have a Forensic Psychiatric Evaluation, an Order Requiring the Parties to Participate in Co-Parenting Counseling with Dr. Bree Mullin, Sole Legal Custody, School Choice Determination, Return of the Children's Passports, and Attorney's Fees and Costs	10/17/2021	AA002983 - AA003035
134.	Stipulation and Order Resolving Outstanding Issues on Appeal (and Memorandum of Understanding	10/17/2021	AA003036 - AA003040
135.	Certificate of Service	10/18/2021	AA002043 - AA003044
136.	Notice of Intent to Serve Subpoena Duces Tecum	10/19/2021	AA003045 - AA003047
137.	Subpoena Duces Tecum	10/19/2021	AA003048 - AA003051
138.	Subpoena Duces Tecum to Challenger School	10/25/2021	AA003052 - AA003061
139.	Subpoena Duces Tecum to Ernest A. Becker Sr. Middle School	10/25/2021	AA003062 - AA003071

140.	Appendix of Exhibits in Support of Plaintiff's Motion for an Order to Show Cause to Issue Against Defendant for Violations of the Court's October 18, 2021 Orders, to Compel Compliance with the Court's Orders, for an Order for Matthew to Attend Counseling, for Temporary Sole Legal and Sole Physical Custody of the Minor Children, for an Order that Defendant Pay Child Support to Plaintiff, for an Award of Attorney's Fees and Costs, and for Other Related Relief	10/31/2021	AA003072 - AA003093
VOLUME XVI			
141.	Plaintiff's Motion for an Order to Show Cause to Issue Against Defendant for Violations of the Court's October 18, 2021 Orders, to Compel Compliance with the Court's Orders, for an Order for Matthew to Attend Counseling, for Temporary Sole Legal and Sole Physical Custody of the Minor Children, for an Order that Defendant Pay Child Support to Plaintiff, for an Award of Attorney's Fees and Costs, and for Other Related Relief	10/31/2021	AA003094 - AA003137
142.	Ex Parte Application for Issuance of an Order to Show Cause Against Defendant	11/1/2021	AA003138 - AA003145
143.	Amended Notice of Hearing	11/1/2021	AA003146 - AA003149
144.	Notice of Hearing	11/1/2021	AA003150 - AA003153
145.	Order Shortening Time	11/1/2021	AA003154 - AA003156
146.	Order to Show Cause	11/1/2021	AA003157 - AA003159
147.	Receipt of Copy	11/2/2021	AA003160 - AA003161

148.	Notice of Entry of Order Shortening Time	11/2/2021	AA003162 - AA003166
149.	Notice of Entry of Order to Show Cause	11/2/2021	AA003167 - AA003171
150.	Receipt of Copy	11/2/2021	AA003172
151.	Defendant's Opposition to Plaintiff's Motion for an Order to Show Cause Against Defendant for Violations of the Court's October 18, 2021, Orders, to Compel Compliance with the Court's Orders, for an Order for Matthew to Attend Counseling, for Temporary Sole Legal and Sole Physical Custody of the Minor Children. for an Order that Defendant Pay Child Support to Plaintiff, for an Award of Attorney's Fees and Costs, and for Other Related Relief and Countermotion for Attorney's Fees	11/3/2021	AA003173 - AA003205
152.	Amended Trial Subpoena	11/3/2021	AA003206 - AA003213
153.	General Financial Disclosure Form	11/3/2021	AA003214 - AA003221
154.	Declaration of James W. Vahey Regarding His Income	11/3/2021	AA003222 - AA003233
155.	Trial Subpoena	11/3/2021	AA003234 - AA003241
VOLUME XVII			
156.	Transcript of Hearing Held on November 3, 2021	11/3/2021	AA003242 - AA003353
157.	Defendant's Supplemental Exhibits	11/8/2021	AA003354 - AA003369
158.	Order Regarding Minor Children's Schooling	11/8/2021	AA003370 - AA003372

159.	Notice of Entry of Order	11/9/2021	AA003373 - AA003380
160.	Notice of Entry of Order Regarding Minor Children's Schooling	11/9/2021	AA003381 - AA003386
161.	Order from October 18, 2021, Hearing	11/9/2021	AA003387 - AA003391
162.	Order from November 12, 2021 Hearing	11/12/2021	AA003392 - AA003394
163.	Notice of Entry of Order from November 12, 2021 Hearing	11/12/2021	AA003398 - AA003403
164.	Order Regarding Hannah Vahey's School Attendance	11/14/2021	AA003404 - AA003406
165.	Plaintiff's Memorandum of Attorneys' Fees and Costs	11/15/2021	AA003407 - AA003422
166.	Findings of Fact, Conclusions of Law and Order Regarding Minor Children's Schooling	11/18/2021	AA003423 - AA003434
167.	Notice of Entry of Findings of Fact, Conclusions of Law and Order Regarding Minor Children's Schooling	11/18/2021	AA003435 - AA003448
168.	Notice of Entry of Order	11/18/2021	AA003449 - AA003454
169.	Order Regarding Hannah Vahey's School Attendance	11/18/2021	AA003455 - AA003457
VOLUME XVIII			
170.	Defendant's Objection/Response to Plaintiff's Memorandum of Fees and Costs	11/24/2021	AA003458 - AA003466
171.	Guardian Ad Litem Report	12/6/2021	AA003467 - AA003474
172.	Notice of Appeal	12/8/2021	AA003475 - AA003481

173.	Notice of Entry of Stipulation and Order	12/13/2021	AA003482 - AA003490
174.	Scheduling Order and Order Setting Civil Non-Jury Trial	12/12/2021	AA003491 - AA003493
175.	Stipulation and Order for Guardian Ad Litem	12/13/2021	AA003494 - AA003499
176.	Defendant's Exhibit Appendix in Support of December 16, 2021, Return Hearing	12/15/2021	AA003500 - AA003512
177.	Supplement to Order from November 12, 2021 Hearing	1/31/2022	AA003513 - AA003516
178.	Notice of Entry of Supplement to Order from November 12, 2021 Hearing	2/1/2022	AA003517 - AA003523
179.	Guardian Ad Litem Report	2/2/2022	AA003524 - AA003527
180.	Declaration of James W. Vahey Regarding Case Status	2/5/2022	AA003528 - AA003537
181.	Defendant's Exhibit Appendix in Support of February 8, 2022, Return Hearing	2/7/2022	AA003538 - AA003564
182.	Defendant's Supplement and Response for the February 3, 2022, Return Hearing	2/7/2022	AA003565 - AA003587
183.	Transcript of Hearing Held on February 8, 2022	2/8/2022	AA003588 - AA003609
184.	Notice of Entry of Order from December 16, 2021 Hearing	2/15/2022	AA003610 - AA003619
185.	Order from December 16, 2021 Hearing	2/15/2022	AA003620 - AA003628
186.	Notice of Hearing	3/15/2022	AA003629 - AA003630
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.	Re3ceipt 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

P:\wp19\LUONG,M\APPENDIX\00554146.WPD/jj

112

112

Clerk: You're on the record, Your Honor.

Judge: Good afternoon. This is the time set for case D18581444D. If counsels like to make their appearances, starting with counsel for the plaintiff.

Sabrina Dolson: Sabrina Dolson, Bar No. 13105, appears on behalf of the plaintiff, who appears telephonically.

Judge: Mr. Page.

Fred Page: Good afternoon. Fred Page, Bar No. 6080, on behalf of the defendant who is present with me.

Judge: All right. I had time to read all the briefs, and I am thankful that Judge Ritchie signed the decree of divorce, and that's taken care of. And that also narrows down the issues. I have a couple of questions. Um... two are specifically for Mr. Page and your client. Um, is your client back working now, or she's just getting paid for being the owner?

Defendant: I'm working part-time, Your Honor.

Mr. Page: That's a little bit in between.

Judge: In between, okay. And Mr. Page, you saw the chart they prepared regarding the insurance your client has is not really health insurance, right?

Defendant: It is health insurance, Your Honor.

Judge: Well, it doesn't pay for anything, though.

Defendant: It does, Your Honor.

Mr. Page: If we need to have an evidentiary hearing on this as to have the insurance provider come in and explain that, uh, who has a lot more, uh, credentials than Dr. Vahey does, then we will go ahead and do that. But it is health insurance. It does pay for medical coverage. It is what it is. It comes from UnitedHealthcare. The same people that, uh, basically provide insurance for Dr. Vahey.

Judge: Miss Dolson?

Mr. Page: And I understand we're coming for you. But I find it problematic to take what, uh, Mr. Vahey puts down here in a chart as being correct just because he put it down there. Uh, he provides no substantiation for any of it, and if need be, we can have the insurance agent, who, uh, Dr. Luong purchased this from, go ahead explain to everyone in exquisite detail as to how it actually is health insurance. Or Dr. Vahey suggested it's not health insurance because he says it's not health insurance doesn't really get us anywhere, doesn't meet any burden of proof.

Defendant: Your Honor, I have been using that insurance, and I haven't had to pay anything.

Ms. Dolson: May I respond, Your Honor?

Judge: Go ahead.

Ms. Dolson: Okay. So, as you can see, Dr. Vahey went through the insurance policy in detail to create that chart. Uh, they had the opportunity to provide, um, documentation showing exactly what their health insurance provides, and they haven't. Judge Ritchie had already decided the matter. Initially, he did order both parties to maintain health insurance for the children. However, upon learning at the, um, evidentiary hearing in 2020 that Dr. Luong was not providing health insurance, he just then resolved the matter and said, "Okay. Dr. Vahey has been providing health insurance for the children this entire time and even throughout the duration of the parties' marriage." And ordered, uh, Dr. Luong to reimburse Dr. Vahey, not only for, uh, one half the cost of the children's insurance going forward but also for one half of the cost of he had paid, uh, since the parties are separated. Uh, Dr. Luong has not reimbursed Dr. Vahey for any portion of the children's health insurance that Judge Ritchie ordered her to.

We consistently have issues, um, with getting Dr. Luong to reimburse Dr. Vahey for anything. So, allowing the parties to both have insurance policies for the children will honestly just cause more problems for these parties. You've already known that there's a high conflict case. They can't, uh, agree to anything, especially if it comes to Dr. Luong reimbursing Dr. Vahey. We had this issue in 2019 or 2020 with the children's tuition. Or Dr. Vahey was paying it and asking for Dr. Luong to reimburse him for one-half the amount based on Judge Ritchie's orders. And he couldn't even get her to do that because she refused to pay him directly.

It's just issue after issue just because of the animosity between the parties. Dr. Vahey has provided the same policy for the children throughout the duration of the marriage. There was never an issue. If the parties are going to be allowed to have two health insurance policies, I mean, the issues that are going to arise between which doctors the parties take the children to and who has to reimburse who for what? I mean, it's gonna cause so many problems. Uh, we believe that Judge Ritchie's order at the evidentiary hearing in 2020 should be upheld, and Dr. Luong should have to reimburse, uh, Dr. Vahey for one-half the cost of the health insurance, which is, I believe, $432 per month.

Mr. Page: Your Honor, briefly, I want to respond to that. They claim that we have an opportunity to provide a rebuttal. No, we did not. This was a blind brief they were supposed to submit on the, um, whatever day we submitted that on. And they decided on their own to have this created out of the whole cloth chart from Dr. Vahey as to what he believes the benefits of his insurance are versus the negatives of Dr. Luong's insurance. They said we hadn't provided the health insurance information to them. Yes, we have. They have been sent a copy of the policy and the coverages, uh, that Dr. Luong's policy provides. We sent that back to him in October and November of 2020. They refused to consider it whatsoever, which is why we are here today.

I know, Your Honor, at the last hearing, you stated that the health insurance issues were already addressed in the September 20, 2019 order, page 32, lines 14 through 16. Both parents shall

provide health insurance, if available. So, mom can provide her private insurance, and they each can provide insurance. They'll be double covered, and they continue to pay that. Those were your words, Your Honor, from the March 22 hearing, uh, just less than 3 weeks ago. So, we regarded it as already being a resolved issue based upon what your statements were at that time. For them to say that there's the constant conflict that mom won't pay the tuition for Challenger School is a reason why she should have to continue to pay insurance, that surely it has a better policy here is simply wrong.

The problem with the tuition was Dr. Vahey wanted her to pay the wrong amount. Eventually, she just made it arranged so that she pays the school directly, so she knows that she's paying the wrong amount. Dr. Vahey cannot create the problem and then complain about the problem that he creates. That is a misrepresentation of the record. But I think we're entitled to rely on both yours, and the order, uh, from the September 20, 2019 hearing or the order was filed September 20, 2019, where it says both parents will provide health insurance if available. Health insurance is available[?] to both parties, my client, and health insurance for the children. It's a better policy.

Mr. Vahey refuses to acknowledge that it's a better policy and demands that she pay for one half of the policy that he has that's more expensive. If we want to really find out what's a better policy, then we have the insurance agent come in. But absent, uh, any finding from any sort of person may be qualified as an expert in the area of health insurance. Uh, mom should be providing her health insurance, and dad should bring his health insurance if that's what he wants to do. However, if we get to an evidentiary hearing and it turns out that mom's health insurance policy is a better policy, then I would invite the order, Your Honor, to make an order that dad should pay for one half of the policy that mom is providing for the children because it is a better policy and provides better overall coverage for the children than what dad's policy is currently providing. Uh, but to say things out here like we have an opportunity to provide a rebuttal. No, we didn't.

It's just a blatantly false misrepresentation on the record that we had the opportunity when these are both blind filings. Um, I think the record, uh, should be well established in both the order, your statements, and what Dr. Luong has provided to Dr. Vahey that there is a better policy that she has, and she should, uh, continue to provide the policy, uh, going forward, unless Your Honor wants to have an additional evidentiary hearing as to whether Dr. Vahey needs to pay for one half of that policy.

Judge: Well, it's not a comparable policy if it doesn't comply with the ACA requirements and it doesn't coordinate benefits with the insurance he has. Because they have standard rules on coordination of benefits, whichever parent's birthday comes first, that's the primary insurance, and that insurance should take over paying primary and secondary insurance. But what I'm reading[?] there, that's not what she has. She has an accident policy that will pay something when they get injured. That's not... [crosstalk]

Mr. Page: That's not true, Your Honor. It pays for things like X-rays, medicines, illnesses, and all of that. Just because Dr. Vahey has put it down in print at the behest of his attorney that it's only an accident policy doesn't make it true. And if we have to go to an evidentiary hearing to show that what Dr. Vahey is trying to represent to you is false, then we certainly would ask for an

award[?] of attorneys fees for him misrepresent himself[?] to the court by trying to mislead, Your Honor. This is health insurance. It is not accident insurance. We made that very clear to them.

Judge: Okay. Well, luckily, Judge Ritchie resolved the problem, and you knew that at the last hearing when I didn't know that he changed his order. And your client knew that in August and September, when you had hearings and Judge Ritchie changed his order and said she's to reimburse him for half of the health insurance policy. And guess what? That's child support. [crosstalk]

Mr. Page: That's not.

Judge: They can go to the DA's office and open a case, and they'll garnish your wages for it.

Mr. Page: Your Honor, if I may clarify the record here for you. The issue at, I believe it was the August and September 2020 hearings, was that they were asking for mom to reimburse dad for the health insurance that he provided during the pendency of the marriage, and Judge Ritchie ordered that during the time that the parties were separated up through the time of the September 4 decision that he made, mom was going to owe dad for one-half of the health insurance period payments that he paid during that time. Judge Richie then indicated that if Mom wanted to provide health insurance for the kids that she was free to do so. And that was part of the minutes, I'm pretty sure, from these September 4 hearings. So, there is no order that judge Richie has modified. There is none that mom is to continue paying for one-half of the health insurance premiums for dad going forward. That would be, quite frankly, just an incorrect understanding of the record.

Ms. Dolson: That's absolutely not true, Your Honor; that Judge Ritchie ordered Dr. Luong in the decree of divorce. [inaudible] clearly the decree of divorce that you signed. That was absolutely Judge Richie's orders.

Mr. Page: No, it is not.

Ms. Dolson: It is very clear. I can provide you with the exact [inaudible].

Mr. Page: The only reason that I was able to sign up between because you tried to slip it past me, and then I got rejected. Otherwise, you make an argument while he had the chance to sign it, then he didn't. You gave me until 3 o'clock on a Friday afternoon to try and respond to the decree that you know I had hearings, and I had files[?]. And then it was rejected by the Department Euro[?], and then after it was rejected by the argue[?]. The only reason I did sign is that Judge has thrown in her comments from the March 22 hearing. She said, "Submit it even if Mr. Page doesn't sign it." I at least want to have the appearance of being cooperative if I can with the opposing counsel in trying to sign things that are put before me, but no, there is nothing.

Judge: It's right here on page 13, lines 20-26. Further order that Jim shall continue to maintain health insurance for my children. Each party shall be responsible for one-half the cost of the medical insurance Jim provides the minor children. Jim currently pays $864 per month for the children's health insurance. That means[?] shall pay Jim $432 per month for her one-half of this

portion in health insurance. And then through September, that's reduced to judgment for $8771, and that's for the period of January 19 through September, so Judge Richie made that order.

Ms. Dolson: It's also specifically stated in Judge Richie's court minutes.

Mr. Page: If I have to make a motion to alter or amend or to set aside under NRP 60B, then that's what we need to do because that is an incorrect statement of what the September 20, 2019 order said, that both parents shall provide health insurance, if available. So, if Mom can provide her private insurance, each party shall provide insurance. That is what Judge Richie's prior order was. And if they played games with that order to change it to something that Your Honor will be misled on, then that's something we need to correct.

Judge: Well, I mean, I'm just telling you it's in there, and I don't think knowing the process the way I know it, Judge Ritchie didn't sign off on this without someone checking it to make sure it matched what he ordered.

Mr. Page: Your Honor, if I may jump in here. The order was submitted to Judge Richie probably at 4 o'clock on a Friday. It was filed by him by no later than a couple of hours within that evening. It was filed by 7:46 on March 26, so it was in front of him by maybe 3 hours for tops[?]. If someone wants to think that there's a 26-page decree that he compared with the September 20, 2019 order, I don't think that's really a realistic expectation. He wanted to wash his hands off this case as quickly as he could. Have the parties move on with their lives if they could, and then he did so. That certainly doesn't mean that the language that's in there is in any way, shape, or form accurately. If it hadn't been kicked back by your law clerk or your JEA, then I would have gone through without my signature. I guess I would have had a bigger bone of contention. But the fact of the matter remains is that the language that was in the September 20, 2019 order is what it is, and it's unambiguous. It says both parties shall provide health insurance if available.

Judge: Judge Richie changed that order when you guys went to the trial in August and September of last year.

Mr. Page: He didn't change anything at that trial as it relates to health insurance as mom being responsible for one-half of it. That would be an incorrect reading of the record that I submitted to you. There's no support for that contention anywhere in the record. I can even take a quick look at the minutes.

Judge: Well, it makes sense with him also reducing to judgment 8700 against your client for half of the health insurance policy from January 19 through September because your client didn't [inaudible]. It makes perfect sense because your client [inaudible] [crosstalk].

Mr. Page: Your Honor, let's take a look here. Take a look at the minutes from the September 4 hearing. The minutes state that plaintiff shall continue to provide medical insurance for the minor children. If the defendant gets insurance, the order related to insurance can be reviewed since the defendant is ordered to pay $432 for one-half of the insurance cost. That's what the minutes say. That's what she's done. She acted in accordance with those minutes. So therefore, to say that Judge Richie changed his order would be inaccurate. We were trying to just get things done, so

we complied with what you wanted by having a decree submitted by March 26. When we take a look at the overall landscape, that means that mom is going to be paying for one-half of the insurance going forward because the statements that Judge Richie made on September 4 directly contradict that. Directly. They're leading you down the wrong path, Your Honor. They are changing the record, and that's wrong.

Ms. Dolson: That's absolutely not true. Judge Richie said that if you[?] will review it, and if Dr. Luong got in health insurance, that doesn't mean that just getting any policy that he would absolutely change his order. He ordered Dr. Luong to reimburse Dr. Vahey for one-half the cost of the health insurance, and he would consider reviewing it if she obtained health insurance which will require you to file a motion to change his orders. Her health insurance is not comparable to Dr. Vahey's. It doesn't [unintelligible]. It only covers up to $10,000 after that. She's completely required to pay for all expenses after $10,000. It's not comparable at all. And Dr. Vahey used her exact policy that was provided by you guys to create that chart.

Mr. Page: Dr. Vahey is not qualified to create a chart. He's not an insurance person. He's a physician. That does not make him an insurance agent.

Judge: That makes [inaudible] aware of what is reimbursed and not reimbursed because he has to deal with that every day.

Mr. Page: Yes, so does Dr. Luong. That doesn't mean that... [inaudible] [crosstalk]

Judge: Dental[?] insurance is very different. Dental[?] insurance and what they pay is a very different issue that... [crosstalk] The good news for me is I don't have to change Judge Richie's order. There's not a proper motion in front of me. Judge Richie's order is clear and not subject to interpretation, so I'm not changing that. Which Challenger Campus did the children go to?

Ms. Dolson: I had to ask my client, Your Honor.

Plaintiff: Serene.

Judge: I'm sorry. Say that again. I couldn't hear you, ma'am.

Plaintiff: Serene, 250[?] Eastern young[?].

Ms. Dolson: The Silverado campus.

Judge: Okay. And that only goes to 8th grade?

Plaintiff: Yes.

Ms. Dolson: I [inaudible] yes.

Judge: And that's their oldest in 7-3[?]?

Plaintiff: 6th[?] grade, Your Honor.

Judge: 6th[?], okay. At least we don't have to deal with that issue anytime soon because my overall statement is it's sad that two people who are so educated in the fields that their educated in. And decided to have these three children together, but can't put them first and can't stop fighting. It's sad that the court has to micromanage everything, including something as really these people should be able to work out a health insurance issue. And say, who has the best? Who has the less cost? Do[?] that. They should be able to agree... Hold on. They should be able to agree on whether or not mom's policy is even a health insurance policy or accident insurance, but they can't.

So, guess what? I get to make the orders, and if I get to see these parties again, I'm going to make orders that nobody's going to like because I'm going to appoint somebody else to deal with micromanaging their day-to-day fights over every little thing. With regard to the custody exchanges, I find that mom made the decision to reestablish her residence in Nevada over 35 miles away from where dad lives and also far away from the children's current school campus. So, I'm going to order that she is still going to be responsible for all exchanges that are not at the school, and they will continue to occur at the guard gate. With regard to phone contact, in this case, this age of children daily phone contact is excessive. If you guys got along and could do this and not be using phone contact to interfere with what's going on in the other parent's home, then I wouldn't have to make orders. But I'm going to make orders and put limits on them.

The non-custodial parent may call the children on Saturday, Monday, and Wednesday evenings at 7:30 p.m., 10 minutes for each child. That means if dad calls, the children have to get on the phone. You better answer the phone and the children have to get on the phone. If they don't want to talk longer to dad, then that's between them. But you've got to get out of the middle of it. So, it is basically an opportunity, three times a week during your non-custodial weeks for you to check in with the children. But the other parent, both of you, are competent parents. What you can't do is get along. There's no evidence that either one of you doesn't take good care of your children. You may parent differently, but there's no evidence that that somebody's parenting falls below the level of acceptable. So, you both have to respect that the other parents are going to parent differently. You are two different people.

I would like you both to complete a high conflict online course and to complete Teen Triple P Parenting. Teen Triple P is now offered online. That's free through the parenting project, and there are several providers for the high-conflict online course that are either 8 or 12 hours. I'm ordering them both to do it and file proof of that before anyone files another motion on any child issues. If I see a motion filed, and I don't have proof that that parent is done these two things, I'm just going to issue a minute order denying that motion. And if you guys come back again on parenting issues, I'm gonna have to appoint a parenting coordinator, and I might also have you do the cooperative parenting course together with the provider, and whoever I think is least cooperative might have to pay for all of that. This fighting has got to stop. What I do know is that you guys are putting undue stress on your children. It's unnecessary, unhealthy, and they deserve to be children, not just to be stuck in the middle of this fighting between their parents.

I get it. You're mad, ma'am, that he didn't let you move to California, and you lost that issue. But

that doesn't mean your kid should have to suffer. They should have a relationship with you and healthy love and respect for you, and the same with their dad. You guys chose to have these children together, so you must have saw[?] something every [unintelligible] in the other party to have three children together and to do this. You guys have to stop fighting. You may not get along. You may not be best friend. You're not going to be sitting next to each other at your children's weddings.

Okay, but you can be civil with each other and can put the children first. Because guess what? When they get to that wedding, they might not invite either of you on the road you're going. They may say, "I'm probably going to go get married and neither parents going to be there." Neither parents [inaudible] significant other because all they're going to do is create drama. They may not invite you to their college graduations. They may just invite you everywhere, but you can't keep doing this to them. It's no wonder your oldest has issues. Because she's the oldest and is most aware of what's going on. Yeah, I'm sure she has those systemic issues going on because of the stress. Let her be a kid.

Mr. Page: [inaudible] guide, loving her, and have some say in her life, and he doesn't give her that. He treats her like an object, not like a person. You could read that in the email messages or text messages that he sends to her. He talks after[?]. He doesn't talk with her. It is horribly apparent to anyone that ever hasn't been before you, but it's hardly apparent. He talks at people. He does not talk with them. It's a little wonder, given everything else has occurred, that they battered her in front of him, has punched her in the nose, that the oldest child [crosstalk] [inaudible] is not happy with him.

Ms. Dolsen: These are completely inappropriate comments, and they have all been proven false.

Mr. Page: No, they have it. And perhaps [inaudible]. He punched his daughter in the nose. He battered my client. The kids watched it. I dare you to interview these kids.

Ms. Dolsen: Oh my gosh. These are absolutely inappropriate comments. He did not do that. None of this is before the Judge. [inaudible] heard all this. And Judge Richie... [inaudible] [crosstalk].

Mr. Page: [inaudible] didn't occur because we have witnesses, therefore[?] the children.

Ms. Dolsen: That's absolute... [inaudible]

Judge: Mr. Page, you know what the mental health professional will start recommending is there's continued resistance on the child's part. The standard operating recommendation is that they spend more time with the parent. They're resisting being with not less. So, that's why it's in your client's best interest to make sure that things are working.

Mr. Page: That's only if there's alienation. There is no finding of alienation. This kid's been through two different counselors who don't work. Not one of them has found that there's any alienation. What they do find is that she has a fractured relationship with her father that he's unwilling to repair.

Ms. Dolsen: They've never made any findings like that. That's completely inappropriate from the record as well. These therapists are not there to determine alienation. They're there to help Hannah.

Mr. Page: They determine alienation; that's part of therapy. They have to make their own therapeutic diagnosis and work on that, and alienation isn't the therapy that they're working on. It's with your anxiety and depression.

Ms. Dolsen: None of them has determined that it's her relationship with her father. They're dealing with her issues.

Mr. Page: Or issues are with her father.

Defendant: Every single conversation is about how Jim could be a better parent to Hannah.

Ms. Dolsen: That is an absolutely false rumor.

Mr. Page: They have joint sessions with Nate Minetto[?]. That's what the sessions are about; how Jim could be a better parent to Hannah. And my client is tired of paying for therapy for Jim.

Judge: At this point in time, it is an ongoing[?] reimburse medical expense that the parties are going to share what's not covered by there. And she is going to continue to attend counseling with the counselor until the counselor exits her from therapy. We let the counselors do that and say, "Okay, she's getting better. She needs to come once a month," and then they exit her from therapy.

Mr. Page: Nate Minetto[?] is not doing any good[?]. We also made a request because the therapy is not working, that we find a different therapist because he's not working. He remains not[?] to participate in therapy.

Defendant: He keep[?] prize[?], and she leaves the room during therapy. She hasn't done therapy for the last 6 weeks. And the session is between Jim, Mr. Minetto, and me on how to improve Jim's relationship with the kids.

Ms. Dolsen: Your Honor, [inaudible] information about this. Mr. Minetto[?] actually did inform Dr. Vahey and Dr. Luong that he is, I believe, temporarily suspending the sessions with Hannah because she refuses to cooperate. She desperately needs to see a therapist. So, Dr. Vahey will be looking into possible other therapists. But because the parties cannot get her to the therapy appointments virtually, he's going to be looking to see if he could find a provider that's willing to take her in person, given Mr. Minetto's[?] temporary suspension. Mr. Minetto did state that if the parties can work together and get Hannah to these sessions, he absolutely will continue to see her. But until then, online is not just not working that way.

Mr. Page: That's part of Jim [unintelligible]. Jim said, "I'm going to find a therapist. Minh and I are going to find a therapist for our child." Again, he talks at people. He barks out orders. He

doesn't communicate with people

Ms. Dolson: He hasn't done anything yet. He has every intention of communicating with Dr. Luong regarding it. So, he finds who's willing to do therapy for Hannah. He would not make a unilateral decision.

Mr. Page: He just made it because you stated that he would go out and find a therapist. You can't back still[?] that.

Ms. Dolson: He would present it to Dr. Luong before making any decision. He's not making any unilateral decisions.

Mr. Page: You just said he was.

Ms. Dolson: No, I didn't.

Judge: Any professionals who dealt with these situations are going to say exactly what the problem is that the parents are fighting all the time and they have been fighting for more than 2 years straight. So, yes, that's going to affect the children in terms of stress. And then now, she's going into puberty and that thing on top of it. I don't doubt. I do think she needs therapy, you too. If Mr. Minetto is not working and if therapy in person is better and you can find somebody who will do it in person with the social distancing, then do that. I'm not discounting what you're saying. If what you're saying is true, it's all going to come home to roost[?] for him as she gets older, and then eventually, she'll get to where she won't go there.

Mr. Page: [inaudible], but we're trying to call it alienation when it's not alienation. Its dad has a bad relationship, unable to parent a child. I know that you... [crosstalk] [inaudible]

Judge: I mean, it's really hard for your client to be saying that when she made a choice to leave her children behind because you want to be in California. She made that choice. She was given a choice, and she moved to California. [crosstalk]

Mr. Page: She moved to California because she would know that Jim was not going to fail parenting these kids, which is exactly what he's done. He's failed completely and utterly.

Ms. Dolson: That is a... [crosstalk]

Mr. Page: Now, as part of the children going to school, mom's house is closer to the children's School than Jim's house is, yet you're punishing her when you claim that she created the problem of distance when her house is actually closer to Challenger than Dr. Vahey's house is. I think that's a misunderstanding of the record. I think it's unfair to mom. And it is also quite frankly biased against mom by claiming that she moved farther away when her house is actually closer to the children's school than Dr. Vahey's. And yet, she's punished by having to do one-half percent of the transportation. She's punished because of the decree when the minutes state that the court would review the order related to health insurance. That was forward-looking. It's not backward-looking.

Judge: She's not being punished on the health insurance. She had 2 years to get her own policy and waited 2 years to do it, thinking that it was just going to go away, and she didn't have to comply with an order to reimburse him for the... [crosstalk] Just like she hasn't complied with... as she paid any of the things she owes him.

Mr. Page: She has to pay within 60 days of the decree being filed. The decree was filed less than 60 days ago. Moreover, there was no order for her to pay for one-half of the cost of the health insurance. This was an open issue that Judge Richie had to resolve at the August and September 2020 hearings. [crosstalk] She didn't defy anything, and it's wrong to say that she's defying anything when she has not. Judge Ritchie left the door open, which is what we briefed the issue on the order related to insurance can be reviewed since the defendant is required to pay $432 for one-half of the cost of the insurance. That was intended[?] to review. That's what you invited us to do when you said that we should file the briefs, and now you're saying that we needed to have filed a motion. No matter what my client does, she's always being deemed. That's not fair. So, it's biased against her, quite honestly. If we have to file a motion on this to have the insurance guy come in and provide a detailed statement as an expert, then I guess that's what you have to do. But Judge Richie left the issue of insurance open for what we're dealing with here today. And you're saying it's already been closed. Why do you specifically leave it open? You left it open.

Judge: That's a final order. I'm reading right from the minutes. The order can be reviewed, that means it's a final order because he had given your client the opportunity to provide health insurance too for 2 years; by September, it's almost 2 years.

Mr. Page: Your Honor, you misunderstand it. He didn't give her the opportunity. It was an open question as to whether she would have to reimburse Dr. Vahey for one-half of the health insurance during the pendency of the divorce. Now that the pendency of the divorce is over and done with, we brought up the issue of health insurance to Judge Richie at the September 4 hearing. That's how you responded to it. He said, "If she gets insurance, then we can review it. That's why the minutes reflect that way. We can't punish her for not having provided insurance for the prior 2 years, because there was no obligation for her to do so. They were still married.

Ms. Dolson: There was the September 2018 order.

Judge: She was supposed to do one or the other. [inaudible] neither. Yeah, she's supposed to... [inaudible] [crosstalk] Well, that's what Judge Richie did say. And that's why there's a judgment for your client, and she definitely owes him not only the $8700, but she definitely owes him for October, November, and December, even under your best-case scenario, because she didn't get insurance until January, right?

Mr. Page: No. She got insurance in September, didn't you?

Defendant: I wanted to, and I informed him, but then he just ignored me. He wouldn't ever sponsor me, Your Honor. I sent him the information. I said, "I'm getting insurance for the children. Can you please go ahead and terminate your insurance?" And he ignored me for the whole 3 months.

Judge: Yeah, I would too, based on the fact that you didn't do it. All through 19 or 20, he's had the same, "Oh, I see. I wouldn't have discontinued the insurance." That would have been irresponsible of him to do. Under the facts of this case, that would have been... [crosstalk] [inaudible]

Defendant: In my understanding, Your Honor, was that if I get the insurance, then Judge Richie would change her insurance. So, when I was looking for insurance, I informed him because I wanted him to make that decision too.

Mr. Page: And it's not the issue to drop the insurance. He just ignored her altogether. The opposing council ignored us basically altogether as well. They gave us no substantive response when we provided the insurance policy information to them.

Judge: Okay. Well, I'm not going to change the order that's in the decree on the health insurance. So, she can drop her policy or not and just pay him. It does look exactly like he's saying that it's all about her just not wanting to pay him money that he cannot stand writing that check when it's for the children.

Defendant: That's not true, Your Honor. I paid for the children a lot more than he had throughout our whole marriage. That is not true at all. I even let him borrow money to save[?] his practice.

Judge: Yeah. I want to go back to what the transportation issue, Mr. Page. Because I want to make sure I'm clear. They go to school at 2:15 in Eastern Silverado Ranch, right? Dad lives over in Lake Las Vegas in Henderson.

Defendant: Yes.

Judge: What are the cross streets? You said that her new house, which is going to be finished soon, is 39 point something miles away. So, how was she closer to the school than he was?

Mr. Page: You said you're closer to the school from where you're going to be?

Defendant: Yes.

Mr. Page: Okay.

Judge: What are the major cross streets where your house is?

Defendant: Lake Mead And 215. Jim's house is also like Las Vegas. It takes about 7 to 10 minutes just to get out of his community, Your Honor.

Plaintiff: I know. I know where[?] he is.

Mr. Page: You're closer[?] to [inaudible] in 95 or G-15?

Defendant: Lake Mead.

Mr. Page: Lake Mead is closer, okay. Lake Mead And 215 up to over in Summerlin.

Judge: The only thing she could pick farther away from dad would be if she got something on Mount Charleston.

Defendant: Your Honor...

Mr. Page: No. She could have been in North West, Las Vegas. She could have been in Skye Canyon. She could have been up in the Farm Road area.

Judge: Again, these are choices and she [inaudible] [crosstalk]

Defendant: Your Honor, I chose outside of town because the kids have cousins who live on this side of town that I'm close to.

Judge: Okay. Based on her choice, where she's living, and the fact that she only works part-time. She's going to do the transportation for the exchanges that can't occur at school. The goal is for them to be mostly at school, but that's what I'm ordering. Ms. Dolson, I need an order from today on the things that didn't[?] resolve in order for them both to do on the Triple-T and the high conflict online course. What I'm afraid of, especially with their means, is they're just going to keep filing motion after motion after motion. Nothing is going to get resolved, and all that happens is that the children are in a constant state of stress and distress, worrying about their parents and what they're fighting about now. And what one of them is going to say, instead of just being able to be children, enjoy their time with dad, enjoy their time with mom. Even if you two are parallel parents is better than what you're doing to them right now.

Ms. Dolson: May I ask a question, Your Honor?

Judge: Yes.

Ms. Dolson: Regarding the order for telephonic communications on Saturdays [inaudible] took place at 7:30. The only concern I have is that the telephone conversations will go on for an hour. Can we just set a reasonable time? I hate to leave... [crosstalk]

Judge: Ten minutes for each child.

Mr. Page: Also, another issue, Your Honor. Judge Richie, at the July 11th hearing of 2020, indicated there would be no set schedule. I quoted the language that he said; that means that mom can call them for... You limited, at last, turn[?] it to ten minutes, and now you're limited further. There's been no adequate cause I submit based upon any evidence provided to you that would allow us to view a motion for reconsideration on Judge Richie's order long after the ability to file an appeal on his order has long since passed. There is nothing that says mom has to be limited to those three days, or dad has to be limited in those three days. There's nothing in the record that would give rise to another[?] cause to modify Judge Richie's July 11, 2020 order.

Because right now, what do we have here is... Well, we can modify Judge Richie's order from July 11th, but we can't modify Judge Richie's decree, even though he made different statements at the September 4 hearing. So, no matter what we do either, we can't modify it no matter what we're doing. Mom is always the one being negatively impacted, no matter what. It's inconsistent.

Ms. Dolson: May I have a respond, Your Honor?

Judge: Go. I do believe that there was a motion on that issue. I could change the order on the health insurance, but I don't have adequate information to do that. I haven't said that it's not...

Mr. Page: I can give you the information. I can file a motion.

Defendant: Your Honor, what is wrong with both of us providing insurance for the kids?

Ms. Dolson: I think we've already addressed this over and over again, Your Honor.

Judge: The problem is if that's right, that your insurance is not real insurance, then he's bearing more of the burden of the medical expenses than you are.

Defendant: Your Honor, because of my insurance, we haven't had to pay the copay of his insurance. Though, we are coordinating benefits. Because of my insurance, we haven't had to pay insurance copays. So, I don't understand why you'd say that my insurance is not a true insurance. I go to my OB-GYN. I don't have to pay anything. I go get my eyeglasses done, I don't have to pay anything. The same insurance[?] with the kids.

Judge: Okay. So, you have EOB[?] done from the visits for you and the children that your insurance has paid?

Defendant: They haven't sent me anything, Your Honor. [crosstalk] I'm sorry?

Judge: I mean, you've had that insurance; maybe I guess the kids haven't had anything, maybe? You've had that insurance to January 1st, right?

Mr. Page: No, before that. About[?] the health insurance win. I'm sorry, Jim, where's [inaudible]?

Defendant: Your Honor, I took the kids to their dermatologist, to eye doctors, and to the therapist. We haven't had to pay copays because of my insurance.

Judge: So, it covers the therapist for like Hannah's therapy?

Defendant: No, because Jim's copay is $35. And then, as what I said, it's about a dissipative[?] $35. It doesn't cover copay[?] at all.

Mr. Page: You just said that.

Ms. Dolson: So, there's one issue already with her health insurance. It doesn't cover any of the

therapies that children need.

Defendant: No. The mental therapy, both insurance are not covered. The only therapy that's not covered is the physical therapy for Hannah, which is only 10 sessions long. And his copay is only $30, so they said, "Don't bother using the second insurance." But everything else we have taken the kids to, there's no copays for both of us for all the kids.

Ms. Dolson: I think you've already addressed the issue, Your Honor.

Judge: My goal and the reason I have that... [crosstalk]

Defendant: Your Honor, I'm sorry.

Judge: Hold on. The goal... [crosstalk]

Defendant: I'm sorry, Your Honor. The pharmacy insurance with my insurance is cheaper than Jim's insurance, and I provided that to them during the last hearing.

Judge: Because the idea of two insurances would eliminate a lot of fighting issues, but they have to be comparable to be fair. That's my concern.

Defendant: None of us had to come out of pocket with both insurances. So, I don't understand why that would be going to be problematic. He just [inaudible]. I have mine, and both kids are covered. Anything that's not covered, we can split.

Ms. Dolson: That's not the way it would work out, Your Honor, given the amount of conflict everything has been. There are no issues that we've been able to resolve with the opposing party, even [inaudible]. He hasn't been reimbursed for any of the unreimbursed expenses that he's been... [crosstalk]

Defendant: He hasn't reimbursed me for any of my expenses either, Your Honor.

Mr. Page: I've got copies of the receipts right here.

Defendant: And he hasn't been reimbursed me either. So, I sent him an email asking him, "Please make a ledger of what I owe and what you owe, and then tell me how much at all." And he hasn't done that. So, it's not that I haven't been paying; he hasn't either.

Ms. Dolson: I think it's very clear that the parties were going to...

Mr. Page: It's more of the "let's blame him." All they ever do is blame them for everything.

Judge: The OurFamilyWizard doesn't help with the past expenses. That, I don't know, and I don't have enough information on who owes who and what on the past expenses for the children. But going forward, you both should be able to easily upload any reimbursable expenses, if any. And if mom's right on the insurance coverage, then there should be more limited reimbursement

issues, because the medical stuff should be covered. If she's right about the insurance coverage and then they're just copays for Hannah's therapy that's being built to his insurance, and then there are copays for the medicines that the children have because I think the pharmacies will only build one insurance. I don't think that they will do both insurances. So, her copays are smaller look like under his chart.

Defendant: That is true, Your Honor. I've taken them to go pick up medicine and they said, "Your insurance is cheaper. We'd just going to use your insurance," and that has been the case, Your Honor.

Judge: Okay. What I'd like to do on that issue, well, you clearly owe him for 2 years of that $432. The question is whether or not, in January, if they've had that double coverage, what I need to see is both of your brokers gave you a summary of what's covered. So, it's like invincible... [crosstalk]

Defendant: We give[?] it back to you last time, Your Honor. It has been submitted.

Mr. Page: I'm pretty sure it was part of my exhibit appendix.

Judge: Okay. Then, let me look at that issue because it does... I know you can hear me, Dr. Vahey. I didn't want to mess up this. Dr. Vahey, I know that you can hear me. If you have double coverage, it does at least reduce some of the disputes between the two of you, and you know she's not going to give you the $432 anyway. So, having her pay for health insurance and having them double-covered would, to me, resolve some issues.

Ms. Dolson: Obtain[?], Your Honor, the issue that we're going to have is fighting over which doctors to take the children to. Fighting over if my insurance covers this, then I'm not going to reimburse you for whatever your insurance didn't pay. And then once... Because Dr. Luong's health insurance is very limited. She pays a $500 deductible, and then it only covers up to $10,000 in accidents. To anything, you know, over $10,000 is not covered. If Dr. Vahey's health insurance has to be used, I can guarantee there's going to be so many issues with who has to reimburse who, which is why it's just simpler to allow Judge Richie's order to... [crosstalk]

Judge: There would still be reimbursement issues, whether it's only his insurance, or only hers, or they both have both of them.

Ms. Dolson: Except now, the person who...

Defendant: [inaudible] have the $500 deductible, that's least inaccurate. There is no copay for the first three visits each year. Jim's insurance has a copay, that's the difference. The $5000 is if we get hospitalized, which we don't ever, all of those [inaudible]. There's no reason we have to be.

Judge: And what's your birthday in the year versus his? Who probably comes first?

Defendant: [inaudible] first. Mine's December 27. Jim is December 15.

Judge: [laughs] Both in December, huh? Okay. So, his would be primary on something that's covered by both insurances.

Defendant: Yeah, I know. It has been really good with both insurances. Like, for example, my pharmacy insurance came out a lot less than his. The reason they're fighting, Your Honor, for me to have to pay his portion is because it's paid by his office and he gets 100% deductible. Yet, he makes me pay for 50% of his office expenses. That's what they're trying to do.

Judge: Somebody has to pay it. The best CPAs are passing it on to you personally because you get the best deduction on your personal. It flows through to there and you both have that same issue. You could run it through your practice and... [crosstalk]

Defendant: But I'm not requesting him to pay for my... Your Honor. I'm requesting we both pay for the children's insurance.

Ms. Dolson: Your Honor, her insurance also does not cover anything for surgery, any kind of inpatient or outpatient surgery.

Defendant: That's not true, Your Honor.

Mr. Page: Yes, it does. I've looked at it. I looked at the comments from the insurance agent. Yes, it does.

Ms. Dolson: Based on the information you provided us, that's how Dr. Vahey has created this entire chart.

Mr. Page: You might want to talk to the insurance agent. He knows more.

Ms. Dolson: It's not necessarily true because they...

Defendant: Your Honor, I don't understand what is wrong with providing both insurances for the kids. I mean, that's like Judge Ritchie suggested at the beginning, and that's exactly what I did.

Mr. Page: It's what he suggested at the September 4 hearing.

Ms. Dolson: Dr. Vahey has informed me that he did speak to the insurance agent, prior to creating his charge and make sure that it was accurate. Though, I'm really certain that your insurance does not provide anything for surgery. It doesn't provide any kind of benefit for occupational therapy, physical therapy, speech therapy, or mental health.

Defendant: None of those is what we need anyway. The mental health is not covered by his insurance right now, either. So, for Hannah to do therapy with Nate, it's not covered.

Ms. Dolson: Your Honor, the main issue is that Dr. Vahey provides better insurance. So, if Dr. Luong is allowed to, you know, provide health insurance to their children, double-covered. Dr. Luong's paying $400 and Dr. Vahey is paying $800 for better insurance to make sure the

children are covered for all these issues that her health insurance doesn't cover. It's not necessarily fair, which is why Judge Richie's order is the fairest order. I mean, he had the same health insurance policy during the parties' marriage. There were never any complaints about it. But now that she used to reimburse him, all of a sudden she wants her own policy for her children. That's the main issue. She doesn't want to pay him. He has really good health insurance for the children.

Defendant: I think you would have to pay this... [inaudible] Mine is good because we don't have a copay when we take them to the doctors.

Mr. Page: There was no reason for her to pay during the time, either marriage until September 4, because the issue was that because when they're are still married to each other, not only should she be covered under his insurance but the policy should be for the children, he got to render his insurance as well. Once Judge Richie clarified that because there was no order. She went ahead and obtain her own insurance, not only for herself but for the children as well. She has her own separate policy. She's covered by insurance. That's because Judge Ritchie on September 4 said, "You have to contribute for it." So, she's contributing to that for herself and for her children. Moreover, Judge Richie made it explicit that the order related to insurance can be reviewed since the defendant has been ordered to pay the plaintiff for one-half of the cost of insurance. It can be reviewed by her getting her own insurance or following Judge Richie's directions.

Judge: Okay, I am reviewing it. And what would help me, I'm looking at your exhibits and I see the emails were Brian Ortego[?].

Mr. Page: I've looked at my exhibits. I don't see it in there, Your Honor. I was doing a quick look while they were speaking with my client.

Judge: Both health insurance policies provide an easy visual summary of benefits. If I could get both of them and look at them, I can give you a ruling on that issue, but in my mind, it would help alleviate my concern that this is a game. If she reimbursed him for what she owed him, that would show some good faith to him and to the court, but this is not a game that's being played on health insurance. I mean, Judge Richie's orders [crosstalk] [inaudible] is clear.

Mr. Page: The minutes stated that the amount shall be paid within 60 days of the entry of the decree. Once exceeds[?], parties[?] shall pay. [unintelligible]

Judge: Okay.

Defendant: Your Honor, both of our insurances have the same providers. So, for Ms. Dolson to say, you know, we're going to pick different doctors, that's not accurate, Your Honor. They're both the same insurance providers. I make sure it will be the same. The only reason why his insurance is more expensive is it's group insurance. It includes all his employees, which have a lot of medical illnesses. That's why his insurance is more expensive. That's the only difference.

Judge: So, you're under UnitedHealthcare also?

Defendant: Yes. Yes, Your Honor.

Mr. Page: That's what we mentioned at the beginning. She[?] was under UnitedHealthcare as well. It's the same company.

Ms. Dolson: It's not the same policy, that's the difference though.

Judge: No. It probably isn't the same policy, but if you give me the summaries, I can look at them and say, "Okay. They both... one might be a UnitedHealthcare Silver PPO. And one might be a Gold PPO." That may be one of the differences, but she's right that group insurance costs more even under the ACA Group insurance cost more.

Defendant: There's a reason why I have to pay more because he's using his company. I'm only using mine and the kids and that's why it's cheaper for us because we don't use other people as a pool.

Mr. Page: And the other people in his pool have medical conditions, expensive ones.

Judge: Well, they can't write them on those anymore.

Ms. Dolson: Exactly.

Mr. Page: I didn't know that.

Judge: But the policy... Yes, that's one of the things at ACA. Luckily, I was in any group that the ACA gave us cheaper-, better policies for a lot less than we were paying before the ACA. So, I'm aware of those things with ratings and stuff, but they don't do that anymore. It's only based on gender and age now, [inaudible] but...

Defendant: And my age... my age and the kids are a lot younger than his staff.

Judge: Yes, I get the kids' insurance is there, but if you get me the summaries of both plans, I'm going to take that one issue under submission. I want the summaries. How soon can you get those to me?

Mr. Page: [inaudible] I've got one trial this week. It's actually in front of you[?]. And then, I've got an all-day trial on Monday.

Ms. Dolson: I could... [crosstalk]

Judge: [inaudible] to do it, right?

Ms. Dolson: Yeah. We're just submitting the policy...

Judge: No, just submit the summary of the policy that says, "Okay. This is a Gold PPO and this much, you know, for in-network and out-of-network, for prescriptions specialist." It has all of

those outlined that they have to give a summary that they have to give to each member too under innate[?] passes. So, if you give me each, just file it and serve the other person does a cover sheet. So, if say next Friday, is that doable? And then...

Mr. Page: Next Friday, that should be doable.

Ms. Dolson: I mean... we are just submitting the policy, right? It's just submitting a policy. We can do it by this Friday.

Mr. Page: Not a chance. I've got an all-day-, I've got day 3 of a day 4 trial on Monday, and a half-day trial next Tuesday.

Judge: Next Friday signs[?] because that I know... It's going to go on... [crosstalk]

Mr. Page: I have a half-day trial on Tuesday next week.

Judge: Okay. It's going to go on my April 27th chamber's calendar, and I'll issue a minute order on that. And then, we can put all the things in one order that what I'd order today and that one issue. If her policy is a PPO through UnitedHealthcare, then I'm leaning towards that, and she will owe him for the 2 years. And then since January, they should have double coverage and work if she's telling the truth and I look at the summaries of what she has, it should be there. If she's not and I look at the summaries and they're so different, then I may leave it that way. But I'll give you an order. If you get a minute order on the 27th, with one way or the other about that, and then as those that you can put that in the order and those three things, and we'll close this case for a little while, hopefully.

Mr. Page: But when do you want the summaries by?

Judge: Next Friday, the 23rd.

Mr. Page: Okay.

Judge: Yeah, next Friday's fine because I have a Judicial College next week anyway. So, if you have something in front of me next week, you will[?] have Judge Hardcastle[?], Jerry Hardcastle.

Mr. Page: That's okay.

Defendant: Your Honor, it's not just some money thing which I think should be really easy for you to decide, but I'm extremely concerned about Hannah, Your Honor. She's in so much pain. Ms. Dolson, why are you shaking your head? I don't understand. I am her mother. [crosstalk]

Ms. Dolson: This is not...

Defendant: I am concerned[?].

Judge: I am concerned with an 11-year-old that has depression and has issues too. I don't know

though what the solution is or what the problem is, or if she is born that way? [crosstalk]

Defendant: No, Your Honor. Your Honor, please.

Mr. Page: This happened when Jim back out on his work, which she was most aware of the family's plans to move to California. And then, once Jim, actually had to spend time raising the children, he doesn't relate well to children, and that... [crosstalk]

Ms. Dolson: That is so... so inappropriate. Your Honor, this is not before the court. Judge Richie [inaudible] this. This is absolute...

Mr. Page: Take a look at the messages your client writes. He talks at people. He does not speak with them.

Defendant: No, may I please just have five minutes of your time, Your Honor? Hannah is so depressed and I'm so concerned. Her grades just going to fail, Your Honor. And I presented it to Jim and I begged him, "Please let me take care of Hannah." Hannah is very difficult to teach. I've always had to stay on top of her with private tutoring and the private tutors gave up on her. So, I ended up having to teach her all on my own, and I'm on top of her and I'm not able to do that when she's only with me half of the time. I'm not asking for custody. I'm just asking to improve Hannah's grades. She has so much pain. Every day, she writes a log of what kind of pain she has in her body, and it's not fake, Your Honor. She asked Jim to get her medication and he knows this. And I reach out to Jim asking, "Let's help Hannah," and there's just no response. So, Your Honor, can you please do something? I don't know what else to do for Hannah, but she cries and cries all the time.

Ms. Dolson: Your Honor, can I please respond? I know this is completely inappropriate to debate[?]. Before you begin...

Judge: I would like to hear from your client, what he thinks as well with Hannah.

Ms. Dolson: He's actually been trying to unmute himself, but he can't. Is there anyone who can help him unmute his from the coarse[?] side? He's been trying from his phone to unmute.

Mr. Page: He unmuted now.

Ms. Dolson: There you go. Okay, so you can [inaudible].

Plaintiff: I think I was muted by the court. Can people hear me now?

Judge: I can hear you. It's your turn. What do you think is going on with Hannah?

Plaintiff: I think Hannah has been put into a terrible situation. She's been put into a situation with incredible conflict[?] like the conflict[?] between trying to satisfy all the needs of men and yet carry on a regular life. He's acting out just as you said. I've been misrepresented to her and somebody just as Fred Page misrepresented that we had a family agreement. We were moving to

California, which is far[?] than the truth. Please don't interrupt me, sir.

Judge: Hold on. It is his turn. Whether it was forced or not, he did interrupt and I would listen to your client, Mr. Page. Go ahead, Dr. Vahey.

Plaintiff: Anyway, we're not here to retry the case. We spent 4 days in evidentiary hearing and it was very, very challenging for everybody. But the truth did come out and there was no family agreement. And first of all, there was none. Had there been one, as Judge Richie said, "Things change." Certainly, things changed after anomaly[?]. I made it very clear to Minh[?] before she bought the house in California that I didn't approve and I did not want to do that. Just because I would travel with my family, just because I was helping in with a punch list, does nothing to the fact that we had a family agreement. My error was not making it known to the children, the troubles that we were having in our family. But that has nothing to do with where we're at now. And back to Hannah, Hannah...

Judge: Is she in pain[?]?

Plaintiff: Yes. But Judge, Hannah did far better last year when she was in full custody with me than she has this year when she's in 50/50 custody with the two of us. Last year in a full cut[?], we did not have the alienation issues and these acting out, and, you know, I don't want to do it because you're there. I don't want to eat it because you made it. It was far different. Once 50/50 custody started, it was a downward spiral. And then, when the school year started, her performance has been very difficult.

Judge: How much has this school year been in person or online? Challenger makes its own rules, so I don't know.

Defendant: It's been in person the whole time, Your Honor.

Plaintiff: Totally in person.

Judge: Totally in person, and she's still...

Defendant: Your Honor, Hannah is not getting worse because it was 50/50 before or now. It's worse because she's mentally worse. It has nothing to do with, you know, before, Jim was 100%. He wasn't 100% or full year last year.

Mr. Page: The child ran away from home.

Defendant: Both her[?] and Matthew ran away from home. Jim punched her, and the other two[?] found blood all over the sink to the other... [crosstalk]

Plaintiff: Your Honor, that's false. That's false, Your Honor.

Mr. Page: He doesn't make a [inaudible].

Judge: Okay. We do need... she's in 6th grade. I am concerned about her being depressed. I am concerned about her failing classes, and I don't know what her history. Being new to the case, I'm stabbing in the dark [crosstalk] has her story.

Defendant: She almost had almost always, Your Honor.

Mr. Page: Yeah. She used to be about a straight-A student as did Matthew or as was Matthew.

Ms. Dolson: Actually, we addressed this in front of Judge Richie, and we showed all of Judge Ritchie the grades and stuff and how Hannah... [crosstalk]

Defendant: It has gone worse, Your Honor. It wasn't the same.

Mr. Page: They got worse since that Jim took over. That [inaudible] is clear, and you can't [inaudible].

Judge: Okay. Hold on. Hold on. I can only hear one person at a time.

Ms. Dolson: Can I please respond to their claims about the grades?

Judge: Well, I hear what you're saying. I'm really concerned, but if there's alienation going on, even a subtle kind and then rewarding mom with having more time and dad less time, that's the relationship she needs to work on is with dad, then that's not going to happen. So, if we need to get her tutor, I don't care if you both get separate tutors if that's what the best you guys can do, but if she needs help with her schoolwork... But it's her underlying issue is she's depressed and the counseling is not working, she may need to be evaluated by a child psychiatrist to see what exactly the problem is. What exactly the remedy is? Eleven-year-olds are young. They do start them on antidepressants sometimes, but I'm worried about her getting worse as puberty goes on, as teenage problems start coming up, and boys and all of that, and peer pressure, and she's at a challenging school. Anyway, that's the point of why you guys put them there is to have insurance.

Mr. Page: My client is related[?] to the child's psychiatrist because she wants the child to get help and it's not an alienation case. The terms keep me in bandied[?] about. But this is not about alienation. This is about Jim not being able to relate to children. This is about the children witnessing Jim pushing and shoving Minh. And this is also about Jim burning her arm, punching her in the face. That's the... [crosstalk] [inaudible]

Plaintiff: These are false, Your Honor.

Ms. Dolson: Your Honor, Judge Richie... [crosstalk]

Mr. Page: If this is false, just go ahead and ask the child.

Ms. Dolson: Judge, I think all[?] of these allegations and Judge Richie determined that he did not change custody even after they made these months ago. They've been even saying this over and

over and over again. These are all things that happened, and for one[?], not to happen because Dr. Vahey has never hit his child. These are all allegations that they have been making for the past year. Judge Richie heard all of this. He never changed custody, even[?] all these allegations. They just keep repeating that you're going to do something different.

Mr. Page: [inaudible] the other[?] is going to happen.

[crosstalk]

Defendant: Your Honor, I'm just concerned about Hannah's well-being and her grades. I'm not trying to fight for custody. I just want to find a solution to help Hannah. I'm not interested in hearing what they're denying. The grades show she's getting 39%, I believe in the 30s in her Math for her midterm report that I just received in the mail. And she gets F and Ds on every other one, Your Honor.

Judge: My gut instinct especially if she hasn't had these problems in the past, is that she's under undue strain from this prolonged fight between her parents' litigation. She's old enough to know what's going on whether or not somebody told her intentionally or she heard, you know, about... Each of you has a side of the story about this move to California, and that seemed to be the central issue to fight about for a long time. And if she's taken aside one way or the other for whatever reason.

Defendant: Your Honor, she [crosstalk] [inaudible]. She had witnessed all of these from the beginning, Your Honor. We included our children to go searching for homes for over 3 years.

Mr. Page: They looked at schools together. The kids did.

Defendant: So, it's not something that I said, Your Honor. They witnessed. They lifted[?]. They go to the houses that we looked at and they pick up the rooms that they want to go to live in [inaudible].

Plaintiff: Grade[?] 8, Your Honor.

Judge: But this is the reality, and you need to explain to your daughter, "This is the reality." And your impression that he's just not capable of parenting doesn't help you guys have joint custody and that's not going to change anytime soon. So, and if it keeps getting worse, the way it's going to change is going to be more towards dad's favor than yours because of her rejecting. Then, she needs more time with him, not less. But I think you guys should look at a psychiatrist and have a total evaluation. Does she needs counseling? Which type of counseling would work? Because we don't want to leave her in this situation and it gets worse as she gets older and more teenage pressure and stuff. My gut is that you choose... You two parents got to get along even if it's not being friendly. Be civil to each other. Treat each other with respect.

Plaintiff: Judge, Minh and her new boyfriend gave me the timid[?] treatment at every exchange. I think it's morning, they don't answer. I say, "How are you?" They don't answer.

Judge: Your kids see that, and they know that there are problems between the two of you.

Defendant: I don't want any confrontations. That's why I don't want to talk to him because he talks down to me and I don't want my kids to see that it's okay for the husband to speak to the mom that way. So, I do not want to have any conversations at all, Your Honor, because of how he talks at me.

Plaintiff: That's not true, Your Honor.

Mr. Page: Any rude communication from him is nothing but talking to somebody. I've reviewed what he sends to Hannah, what he sends to my client. He talks at people. It just jumps off the page the way he communicates with people.

Defendant: I don't want any confrontations, Your Honor.

Ms. Dolson: [inaudible] Dr. Vahey will agree to a psychological evaluation to get her any help that she needs. And we have asked Judge Ritchie for that before. So, if Dr. Luong is willing to agree to that, we absolutely agree to that. Something that Hannah needs and should be done.

Mr. Page: First, let's correct the record. They've never asked for a psychological evaluation. They've never asked for Judge Richie's order that the child attends therapy. They've never asked for evaluation by a child psychiatrist. The tweaking[?] of the record to try and paint my client in a negative light as though she's somehow uncooperative is absolutely wrong and it's ongoing and continuing this case to do nothing other than try and blame my client or for Jim's conduct.

Judge: Okay. This is what we're going to do is since your client, Mr. Page, is working part-time. She has more time to research. Look at the providers. Look at the options of her and give him three names of a child psychiatrist who can evaluate her and see what is needed. And if they need to consult with a psychologist, they know how to do that. The psychiatrist knows how to do that. And see what exactly needs to happen to help her. You two are not without the means to help your daughter and get her the help she needs. I don't know if she just needs tutoring, she needs time, I don't know what she needs. I'm not an expert. And neither one of you have the expertise in that. But I know you both want to do what's best for your daughter. And so... [crosstalk]

Mr. Page: I'm sorry.

Judge: Mr. Page, go ahead.

Mr. Page: What happens in the simple case? This doesn't need to be a complicated case. When you have a child that's unhappy with one parent, they go live with the other parent where they are happier. This happens in 95% of the cases. We only see the tip. We only see the 5% that are litigated and it shouldn't be so simple. The child... [crosstalk]

Judge: There are a lot of complicated issues and layers to why she's unhappy and I'm not going to change anything right now. We're going to work together to find her help and that's what we're

going to do. And yes, everybody has disappointments in life, especially children because they're not in control of their lives and she needs to learn coping skills so that she can handle that she's going to have worse things happens. When she has boyfriends break up with her or whatever she's interested in. I'm not making a judgment that way, but she's going to have heartbreak. She's going to have normal experiences, friends that are mean to her, talk behind your back. All of these things, she needs coping skills, so that it doesn't end up in a meltdown. So, she can't function normally and that kind of stuff. So, three names, Ma'am. It doesn't need to be... Both of your communication is dysfunctional with each other because you both take it the wrong way. You could say this guy is blue and somebody's going to think that. So, just put it, "Here's the three people that I think could help Hannah," and then he pick one of them. Because he works full time. You work part-time. That's the only reason I'm saying you have the time to research it. Find somebody that's on a provider list for one or both insurances, and let's get that done. Let's get her help. If she's not cooperating with the counselor, getting a new counselor is probably not likely to help that either. She's got to want... Counseling only works if you want help.

Plaintiff: Let me share one thing about the insurance. [inaudible] insurance is court-ordered. It's not covered. And also, I wasn't able to speak earlier. I think I was muted on that end. But if it's court-ordered and for forensic purposes, it's not covered under health insurance.

Judge: It's not court-ordered.

Plaintiff: The previous counseling was covered. The recent one that was court-ordered is not covered. And I don't know if there's any way around that. Certainly, Minh and I are in agreement that maybe we should get the court order... Oh, there are also no diagnoses and forensic cases. Hannah's not been diagnosed with depression and has not been diagnosed with the psychosomatic disease. Hannah's has not been diagnosed with alienation. As far as I know, there is no diagnosis.

Defendant: That's not true, Your Honor. Mr. Menato[?] said that Hannah has severe anxiety and depression.

Judge. Okay. I am not ordering the evaluation. What I'm ordering is you two parents to work together to get her help. And we need to start somewhere. Neither one of you are mental health experts either. But you do have some knowledge and have a network of people to look at and talk to your colleagues and say who's good to deal with an 11-year-old. My 11-year-old is in distress. No matter whose fault, your fault, her fault, nobody's fault, everybody's fault. She's in distress, and I want her to get help in an order that you two as her parents cooperate to get that done. That's all I can do and hope that you guys will put her first so that it can't continue. And I don't think the answer is for her to say stay primarily with Mom. I'm sorry. I don't see that as the answer here, and Judge Ritchie heard all the evidences. He didn't see that as an answer either.

Defendant: He didn't see the grades that she has now, Your Honor. And she didn't prevent all the psychosomatic pain[?].

Judge: Okay. I've given you guys more than an hour for this. I set you on a special setting. My order is clear; what you guys need to do, Ma'am, you get him the names of three people that you

think could help evaluate Hannah and get her the help, and he can pick one. All right.

Mr. Page: Are you personally[?] modifying Judge Richie's July 11 order that she is now limited to days in which she can contact her children?

Ms. Dolson: Yes. That was very clear.

Judge: I'm limiting both of them, yes, on that because I don't think it helps.

Defendant: Your Honor, Hannah is so depressed. To limit her not to have the ability to reach out to me, Your Honor, it's gonna make it worse. She stays in her room and she doesn't eat, Your Honor. I have to call her and text her and persuade her to go out and eat something and play with her siblings. Otherwise, she locks herself in her room and she refused to eat or drink or play with anybody else.

Mr. Page: That's a court [unintelligible].

Judge: That's a co-dependency issue that's not healthy. Kids will eat when they want to. When they're hungry, they will eat and dad is going to have to figure it out. It is his custodial time. He needs to be free to exercise that custodial time and not inherent[?]. And I won't let him interfere with what's going on in your house either. And you guys can parent differently and the kids can still be fine.

Mr. Page: The issue of Hannah is that she falls below the range of normal for both height and weight for her age. And it's more of a medical concern rather than codependency concerning mom wants her to eat is still actually grow some and put on some weight.

Ms. Dolson: Your Honor, you've made your orders and they continue to argue. This is absolutely...

Judge: Yes. I'm going to cut you off on this now. We're not changing any of the custodial orders. We're not changing anything. I'll make an order on the health insurance issue once I look at those summaries of the benefits side by side. And then, the rest of the orders I've made, I'm not changing my mind on them.

Plaintiff: Judge, let me share one concern.

Defendant: [inaudible] be fair that I have to be the only one to transport the kids, Your Honor.

Ms. Dolson: [laughs]

Defendant: It wasn't[?] like an offense why I have to be the only one to do that when he gets the benefits of everything else.

Judge: Okay. I'm not entertaining any more arguments.

Plaintiff: Can I say one concern regarding the telephone contact, please.

Judge: Okay, go ahead.

Plaintiff: My concern is that Hannah has a cell phone. Even if I were to shut off the Wi-Fi, she has unlimited cell data. The only way that it's going to be possible to act on your recommendation is that if from Minh says that, you know, we're only going to be talking for 10 minutes in 3 times a week. Now, Minh cannot throw me under the bus and say, "Oh, Daddy did this. Mommy loves you so much and I wish I could, but this is all I can do." So, that's just another moment to alienate me. It has to be clear to Hannah from my end and Minh's end, consistently, that this is what we're going to do. Because what we've done has not work, we're going to do this now.

Mr. Page: He's 11, going on 12-year-old child, you can't take a cell phone away because dad wants power and control over how he's going to dictate what would have 11 or 12-year-old is going to do in his possession.

Plaintiff: You're wrong, Mr. Page. It's not about... [crosstalk]

Judge: Well, you might not want [inaudible] about cell phones. I take the cell phone, period, because they're not old enough to make good decisions about them, but that's me. So, luckily, you guys have a constitutional right to parent the way you want to. If the time is excessive, you're not being fair to your daughter and you're not being fair to your ex-husband.

Defendant: Your Honor, Hannah uses her cell phone to ask me to help her with her homework. And that's what we do also.

Judge: That's dad's responsibility. It's dad's responsibility. You haven't given him the chance. [crosstalk]

Defendant: [inaudible] each other.

Judge: I'm not changing my order. There's a reason for the order, and you can both tell your daughter that the Judge is the big meanie. I don't know what else to say to you, but you can't keep interfering with his time, Ma'am. And if it's his time, you're going to unlock him there with his way[?]. And if she's not doing her school work or not eating on his time. Then, I might have to do something about that when it's in front of me. But my hope is you guys stay out of court and take care until he stay out of court.

Mr. Page: What's going to happen is it's going to fail. And then, we'll have to be back in court. But you'll take the parenting class first. We'll get those things taken care of, and this case is going to play out how I think. Your Honor, I understand how it's going to play out.

Ms. Dolson: So, we can expect...

Mr. Page: We've been doing this a long time.

Judge: Unfortunately, people who have less financial means, they just figure out how to get along. That's my two cents[?] for the day. I hope that you guys can work together to your best, but I have to put a limit, ma'am, on you interfering with dad's custodial time. And he has the right to check in with the children on your weeks too, and it's limited. But he has the right to check in with them, and maybe he chooses not to do that because it's overwhelming or it doesn't work. He's saying that you don't even let him have phone contact the whole darn week. [crosstalk] And then, you're playing every day and doing... [crosstalk]

Defendant: Your Honor, that's not true. I let the kids. I persuade the kids. I bribed them. I threatened them to talk to him. But when he gets on the phone, they'd run away and hide, Your Honor, and they cried. It's what Jim does that makes them feel that way. You can't blame that on me.

Plaintiff: It's not it. Like I said, it's not an alienation case. [inaudible] does that causes them to behave like that in present. There is no issue whatsoever with Matthew or Selena. The relationship is perfect. This is about exactly what you said.

Defendant: Matthew and Hannah ran away from home. That is not a perfect relationship.

Judge: This whole situation is not perfect. Ma'am, I do see you undermining dad's time and parenting authority. That's what I'm looking at from an outside person, and that's why I'm setting limits.

Defendant: Can you please tell me what I did that caused that?

Mr. Page: She encourages the children to speak to the father. She pulls the [inaudible] of being the breakthrough[?] that they go back to him. If that's not encouraging a relationship by physically manhandling the kids and forcing them to go to their dad, I don't know what is.

Ms. Dolson: Your Honor, you've made your orders. You've been very clear. I think you've given us almost an hour and a half.

Judge: All right. I have a 2:30. I have to go take care of that. I'm not going to change any orders today. I will make an order on the health insurance, and you guys need to go forward and do the things that have been ordered.

Ms. Dolson: Thank you, Your Honor.

Judge: Thank you.

Mr. Page: Thank you for your time.

Plaintiff: Thank you.

[END]

113

113

Electronically Filed
4/23/2021 10:16 PM
Steven D. Grierson
CLERK OF THE COURT

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

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

JAMES W. VAHEY, Plaintiff, vs. MINH NGUYET LUONG, Defendant.	Case No.: D-18-581444-D Dept.: U

DEFENDANT'S DOCUMENTS FILED REGARDING OUTSTANDING ISSUES

COMES NOW Defendant, MINH NGUYET LUONG, by and through her counsel, Fred Page Esq., of Page Law Firm and hereby submits her Documents Filed Regarding Outstanding Issues.

DATED this 23rd day of April 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

POINTS AND AUTHORITIES

In the Minutes from the September 4, 2020, hearing Judge Ritchie stated, "if Defendant gets insurance, the order related to insurance can be reviewed since Defendant is ordered to Plaintiff pay $432.00 for one half of the cost of insurance."

Exhibit A is the Health Coverage Summary for the health insurance policy purchased by Minh. The health insurance policy provided by Minh provides equivalent coverage for a lower premium.

Exhibit B is an executed Declaration from Brian Ortega explaining that the health insurance policy purchased by Minh is a health insurance policy that is on the United Healthcare Choice Plus PPO network, meaning that the network is the same as Jim's network. Mr. Ortega obtained for Minh the most comparable plan possible on the private market, and for which she pays a much lower premium. Mr. Ortega further indicates that the for the day to day needs, there is no deductible.

Exhibit C is an EOB for Children's Bone and Spine showing that the Minh might owe the provider $62.50 while co-pay amount on Jim's policy is $70.00.

Exhibit D are additional EOB's showing that Minh may owe the providers, nothing or neglible amounts for physician visits.

Exhibit E are Mapquest printouts showing that the differences in travel distance from the respective residences to Challenger School is negligible while the travel time is similar as well with the travel time from Jim's residence is listed as being greater than the travel time from Minh's residence. Also, as part of Exhibit E, Mapquests shows that Minh's office is only 9.5 miles or 14 minutes from her new home. It should be considered reasonable for Minh to be closer to her office. Ih In addition, Minh advises that Jim has been discussed with Hannah on attending Bishop Gorman for high school, which is very close to Minh's residence.

Exhibit F are Hannah's grades as discussed from the prior hearing.

CONCLUSION

WHEREFORE, Defendant, MINH NGUYET LUONG, respectfully requests that the Court enter orders,

1. That the Court order that her health insurance policy be used or that the children be double covered.

///

///

///

///

///

2. For any further relief that the Court deems proper and just.

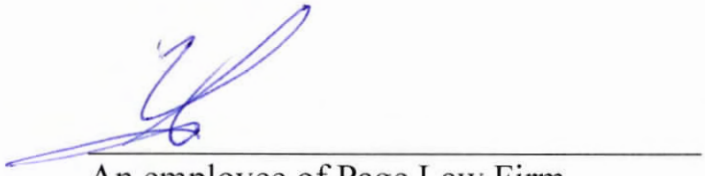
DATED this 23rd day of April 2021

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

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 23rd day of April 2021, the foregoing supplemental BRIEF REGARDING OUTSTANDING ISSUES was served pursuant to NEFCR 9 via e-service to Robert Dickerson, Esq., attorney for Plaintiff.



An employee of Page Law Firm

EXHIBIT A

EXHIBIT A

EXHIBIT A

UnitedHealthcare
Choice Plus Network

FREEDOM LIFE®
A UnitedHealthcare Company

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 B

EXHIBIT B

EXHIBIT B

DECLARATION OF BRIAN ORTEGA

I, Brian Ortega, being duly sworn, declares and states,

1. I am the licensed insurance agent that sold the health insurance policy to Minh at issue in this matter.

2. First foremost, the health insurance policy Minh purchased from me is a real health insurance policy, not an "accident policy" as was contended at the prior hearing.

3. The health insurance policy is on the United Healthcare Choice Plus PPO network.

4. With the United Healthcare Choice Plus plan, the first thing that happens on any claim, is that the client receives a provider discount.

5. That discount can range anywhere from a 50 – 80% discount just for being on the network. That is a benefit innate to being on a PPO network. Then in addition to that, the plan provides secondary benefit amounts, which are the amounts found on the plan brochure.

6. After both discounts are applied, the customer would pay whatever amount, if any, is left on the bill. If there was no provider discount, and just the plan benefit amount, then yes, the claim could be made that that would not be health insurance as then it would just be an indemnity plan. But, as mentioned, there is the

provider discount that always applies first, which is where the bulk of the discounts come from and cannot be overlooked.

7. Secondly, I tried to get for Minh the most comparable plan we could on the private market.

8. The Plan is utilizing the same network, (United Healthcare Choice Plus), and the same prescription carrier, (Optum Rx).

9. There is not going to be a way to get the same exact plan on an individual basis. However, essentially has the same coverage as the Plan Jim Vahey has with the Plan Minh purchased having no deductible on all the day to day needs, such as physician visits, prescriptions, imaging, wellness visits, etc, and having minimal out of pocket expense on all those needs, it is the best fit when looking on the private market as it would allow the client to get access to benefits immediately, as opposed to going with a limited benefit short term plan that would have a $5000 - $10000 deductible on average that would cover nothing prior to reaching those deductibles.

Executed this 23rd day of April 2021

/s/ Brian Ortega
BRIAN ORTEGA

DECLARATION OF BRIAN ORTEGA
DOCX · 15 KB

Healthcare Choice Plus PPO network.

4. With the United Healthcare Choice Plus plan, the first thing that happens on any claim is that the client receives a provider discount.

5. That discount can range anywhere from a 50-80% discount just for being on the network. That is a benefit innate to being on a PPO network. Then in addition to that, the plan provides secondary benefit amounts, which are the amounts found on the plan brochure.

6. After both discounts are applied, the customer would pay whatever amount, if any, is left on the bill. If there was no provider discount, and just the plan benefit amount, then yes, the claim could be made that that would not be health insurance as then it would just be an indemnity plan. But, as mentioned, there is the provider discount that always applies first, which is where the bulk of the discounts come from and cannot be overlooked.

7. Secondly, I tried to get for Minh the most comparable plan we could on the private market.

8. The Plan It is utilizing the same network, (United Healthcare Choice Plus), and the same prescription carrier, (Optum Rx).

9. There is not going to be a way to get the same exact plan on an individual basis. However, essentially has the same coverage as the Plan Jim Valley has with: the Plan Minh purchased having no deductible on all the day to day needs, such as physician visits, prescriptions, imaging, wellness visits, etc. and having minimal out of pocket expense on all those needs, it is the best fit when looking on the private market as it would allow the client to get access to benefits immediately, as opposed to going with a limited benefit short term plan that would have a $2000 - $10000

https://outlook.office.com/mail/inbox/id/AAQkAGU0MmQ1NmJkLWM0NjgtNDI0NS1hOVhjLTNmM2JkMzM4MGY5YwAQANqHzdpmpxC1yNm1UhvZI... 1/2

deductible on average that would cover nothing prior to reaching those deductibles.

Executed this 23 day of April 2021

BRIAN ORTEGA

EXHIBIT C

EXHIBIT C

EXHIBIT C

P200000015

Freedom Life Insurance Company of America

300 Burnett Street
Suite 200
Fort Worth, TX 76102
Return Service Requested

Questions? Contact us at
(800) 387-9027

002263
0101

MINH LUONG
100 PARK VISTA DR UNIT 3126
LAS VEGAS, NV 89138-3044

Claim No.: 210841176-S
Plan #: 52SDHP3HR/
Insured: MINH LUONG
Policy/Certificate: 52X2441678
Claimant: HANNAH VALLEY
Patient ID: 0437613
Settlement Date: 03/31/2021

EOB

EXPLANATION OF BENEFITS

Line No.	Provider Description	Date(s) Of Service	Total Charges	Provider Discount	Excluded Charges	Deductible	Benefit Amount	Paid At	Amount Paid By Plan
01	CHILDRENS BONE AND SPI PHYSICIAN	02/18-02/18/2021	234.00	114.05	44.95	0.00	75.00	100%	75.00
02	CHILDRENS BONE AND SPI XRAY	02/18-02/18/2021	185.00	117.05	17.95	0.00	50.00	100%	50.00
		TOTALS	419.00	231.10	62.90	0.00	125.00		125.00
							Provider Payment Amount		125.00
							Amount You May Owe Provider		62.90

Payee	Amount
CHILDRENS BONE AND SPINE SURGERY	125.00

00000614-A

Claim Remarks

Line No.	Explanation
1,2	(Line 01-$44.95)(Line 02-$17.95) Maximum benefit paid per schedule
1,2	UnitedHealthcare Choice Plus-Charge exceeds fee schedule/maximum allowable or contracted/legislated fee arrangement. Patient is not responsible for this amount.
***	The Company does not waive and specifically reserves its right to assert and rely upon any/all reasons for which coverage for this claim may not be available under the terms of the policy/certificate

Any expenses erroneously applied to a deductible or copay, if applicable, or paid under any section or provision of the policy/certificate shall not constitute a waiver or modification of any conditions, terms, definitions or limitations contained in the policy/certificate.

THIS IS NOT A BILL

United Healthcare

Claim Information

Patient Name: [illegible]

Insured Name: JAMES W [illegible]

Claim ID: [illegible]

Claim Status: Processed as Primary

Claim Payment Amount: [illegible]

Member ID: [illegible]

Patient Account Number: [illegible]

Rendering Provider: [illegible]

Member Date of Birth: [illegible]

Patient Responsibility: [illegible]

Patient Responsibility Description: [illegible]

Service Line Information

Begin Service Date	End Service Date	Rendering NPI	Unit Code	Units/Days	Billed Amount	Allowed Amount	Deductible Amount	Copay Amount	Coinsurance Amount	Other Adjustments	Adjustment Codes	Provider Paid	Remark Codes
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	[illegible]	$111.05	CO-45	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$185.00	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$117.50	CO-45	$67.50
[illegible]					[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$231.10		$117.50	

Claim Information

[redacted]

EXHIBIT D

EXHIBIT D

EXHIBIT D

Freedom Life Insurance
Company of America

300 Burnett Street
Suite 200
Fort Worth, TX 76102
Return Service Requested

MIXED AADC 890
19458 0.8765 MB 0.436

MINH LUONG 378
100 PARK VISTA DR UNIT 3126
LAS VEGAS, NV 89138-3044

Questions? Contact us at
(800) 387-9027

1 OF 4

ENV 19458

Claim No.: 210992440-S
Plan #: 52PCWH13R/
Insured: MINH LUONG
Policy/Certificate: 52X244167D
Claimant: MATTHEW VAHEY
Patient ID: VAH19521XX458164
Settlement Date: 04/13/2021

EOB

EXPLANATION OF BENEFITS

Line No.	Provider Description	Date(s) Of Service	Total Charges	Provider Discount	Excluded Charges	Deductible	Benefit Amount	Paid At	Amount Paid By Plan
01	ABC PEDIATRICS PHYSICIAN	02/23-02/23/2021	60.00	25.80		0.0	200.0	100%	200.00
02	ABC PEDIATRICS IMMUNIZATION	02/23-02/23/2021	40.00	18.71		0.0	50.0	100%	50.00
03	ABC PEDIATRICS IMMUN ADMIN	02/23-02/23/2021	35.00	11.16	23.84	0.0	0.0	0%	0.00
		TOTALS	135.00	55.67	23.84	0.00	250.00		250.00

Provider Payment Amount 79.33
Amount You May Owe Provider 0.00

Payee	Amount
ABC PEDIATRICS	79.33
LUONG MINH	170.67

Claim Remarks

Line No.	Explanation
1,2,3	UnitedHealthcare Choice Plus-Charge exceeds fee schedule maximum allowable or contracted/legislated fee arrangement. Patient is not responsible for this amount.
3	(Line 03-$23.84) No benefit due - not a listed policy benefit
***	The Company does not waive and specifically reserves its right to assert and rely upon any/all reasons for which coverage for this claim may not be available under the terms of the policy/certificate

Any expenses erroneously applied to a deductible or copay, if applicable, or paid under any section or provision of the policy/certificate shall not constitute a waiver or modification of any conditions, terms, definitions or limitations contained in the policy/certificate.

THIS IS NOT A BILL

Freedom Life Insurance Company of America

300 Burnett Street
Suite 200
Fort Worth, TX 76102
Return Service Requested

Questions? Contact us at
(800) 387-9027

000855
0101

MINH LUONG
100 PARK VISTA DR UNIT 3126
LAS VEGAS, NV 89138-3044

260

Claim No.: 210956337-S
Plan #: 52F WEF 5R7
Insured: MINH LUONG
Policy/Certificate: 52X244167D
Claimant: MINH LUONG
Patient ID: 1177126486
Settlement Date: 04/07/2021

EOB

EXPLANATION OF BENEFITS

Line No.	Provider Description	Date(s) Of Service	Total Charges	Provider Discount	Excluded Charges	Deductible	Benefit Amount	Paid At	Amount Paid By Plan
01	LABORATORY MEDICINE C PAP SMEAR	03/10-03/10/2021	120.00	83.28	1.72	0.00	35.00	100%	35.00
		TOTALS	120.00	83.28	1.72	0.00	35.00		35.00

Provider Payment Amount 35.00
Amount You May Owe Provider 1.72

Payee	Amount
LABORATORY MEDICINE CONSULTANT	35.00

Claim Remarks

Line No.	Explanation
1	(Line 01-$1.72) Maximum benefit paid per schedule
1	UnitedHealthcare Choice Plus-Charge exceeds fee schedule/maximum allowable or contracted/legislated fee arrangement. Patient is not responsible for this amount.
***	The Company does not waive and specifically reserves its right to assert and rely upon any/all reasons for which coverage for this claim may not be available under the terms of the policy/certificate

Any expenses erroneously applied to a deductible or copay, if applicable, or paid under any section or provision of the policy/certificate shall not constitute a waiver or modification of any conditions, terms, definitions or limitations contained in the policy/certificate.

THIS IS NOT A BILL

Freedom Life Insurance Company of America

300 Burnett Street
Suite 200
Fort Worth, TX 76102
Return Service Requested

Questions? Contact us at
(800) 387-9027

MINH LUONG
100 PARK VISTA DR UNIT 3126
LAS VEGAS NV 89138-3044

266

Claim No.: 210992438-S
Plan #: 52SDUP3IR
Insured: MINH LUONG
Policy/Certificate: 52X244167B
Claimant: HANNAH VAHEY
Patient ID: VAH18893XX458911
Settlement Date: 04/12/2021

LOB

EXPLANATION OF BENEFITS

Line No.	Provider Description	Date(s) Of Service	Total Charges	Provider Discount	Excluded Charges	Deductible	Benefit Amount	Paid At	Amount Paid By Plan
01	ABC PEDIATRICS PHYSICIAN	03/05-03/05/2021	143.00	61.00	7.00	0.0	75.00	100%	75.00
		TOTALS	143.00	61.00	7.00	0.00	75.00		75.00
							Provider Payment Amount		75.00
							Amount You May Owe Provider		7.00

Payee	Amount
ABC PEDIATRICS	75.00

Claim Remarks Line No.	Explanation
1	(Line 01-$7.00) Maximum benefit paid per schedule
1	UnitedHealthcare Choice Plus-Charge exceeds fee schedule maximum allowable or contracted/legislated fee arrangement. Patient is not responsible for this amount
***	The Company does not waive and specifically reserves its right to assert and rely upon any/all reasons for which coverage for this claim may not be available under the terms of the policy/certificate

Any expenses erroneously applied to a deductible or copay, if applicable, or paid under any section or provision of the policy/certificate shall not constitute a waiver or modification of any conditions, terms, definitions or limitations contained in the policy/certificate.

THIS IS NOT A BILL

P2009003015

Freedom Life Insurance Company of America

300 Burnett Street
Suite 200
Fort Worth, TX 76102
Return Service Requested

MIXED AADC 890
19458 0.8765 MB 0.436
MINH LUONG 378
100 PARK VISTA DR UNIT 3126
LAS VEGAS, NV 89138-3044

Questions? Contact us at
(800) 387-9027

Claim No.: 210992139-S
Plan #: 52SDHP31R/
Insured: MINH LUONG
Policy/Certificate: 52X244167B
Claimant: HANNAH VAHEY
Patient ID: VAH18893XX457867
Settlement Date: 04/13/2021

1 OF 4

EXPLANATION OF BENEFITS

Line No.	Provider Description	Date(s) Of Service	Total Charges	Provider Discount	Excluded Charges	Deductible	Benefit Amount	Paid At	Amount Paid By Plan
01	ABC PEDIATRICS PHYSICIAN	02/19-02/19/2021	143.00	61.00	7.00	0.0	75.00	100%	75.00
		TOTALS	143.00	61.00	7.00	0.00	75.00		75.00
							Provider Payment Amount		75.00
							Amount You May Owe Provider		7.00

Payee	Amount
ABC PEDIATRICS	75.00

Claim Remarks Line No.	Explanation
1	(Line 01-$7.00) Maximum benefit paid per schedule
1	UnitedHealthcare Choice Plus-Charge exceeds fee schedule maximum allowable or contracted/legislated fee arrangement. Patient is not responsible for this amount.
***	The Company does not waive and specifically reserves its right to assert and rely upon any, all reasons for which coverage for this claim may not be available under the terms of the policy/certificate.

Any expenses erroneously applied to a deductible or copay, if applicable, or paid under any section or provision of the policy/certificate shall not constitute a waiver or modification of any conditions, terms, definitions or limitations contained in the policy/certificate.

THIS IS NOT A BILL

P200000343

Freedom Life Insurance Company of America

300 Burnett Street
Suite 200
Fort Worth, TX 76102
Return Service Requested

Questions? Contact us at
(800) 387-9027

MIXED AADC 890
19458 0.8765 MB 0.436

MINH LUONG
100 PARK VISTA DR UNIT 3126
LAS VEGAS, NV 89138-3044

378

Claim No.: 210992441-S
Plan #: 52PCWEL3R/
Insured: MINH LUONG
Policy/Certificate: 52X2441671D
Claimant: HANNAH VAHEY
Patient ID: VAH18893XX458160
Settlement Date: 04/13/2021

EOB

EXPLANATION OF BENEFITS

Line No.	Provider Description	Date(s) Of Service	Total Charges	Provider Discount	Excluded Charges	Deductible	Benefit Amount	Paid At	Amount Paid By Plan
01	ABC PEDIATRICS PHYSICIAN	02/23-02/23/2021	60.00	25.80		0.00	200.00	100%	200.00
02	ABC PEDIATRICS IMMUNIZATION	02/23-02/23/2021	40.00	18.71		0.00	50.00	100%	50.00
03	ABC PEDIATRICS IMMUNIZATION	02/23-02/23/2021	350.00	63.02	236.98	0.00	50.00	100%	50.00
04	ABC PEDIATRICS IMMUN ADMIN	02/23-02/23/2021	70.00	22.32	47.68	0.00	0.00	0%	0.00
		TOTALS	520.00	129.85	284.66	0.00	300.00		300.00
								Provider Payment Amount	300.00
								Amount You May Owe Provider	90.15

Payee	Amount
ABC PEDIATRICS	300.00

Claim Remarks Line No.	Explanation
1,2,3,4	UnitedHealthcare Choice Plus-Charge exceeds fee schedule maximum allowable or contracted/legislated fee arrangement. Patient is not responsible for this amount
3	(Line 03-$236.98) Maximum benefit paid per schedule
4	(Line 04-$47.68) No benefit due - not a listed policy benefit
***	The Company does not waive and specifically reserves its right to assert and rely upon any/all reasons for which coverage for this claim may not be available under the terms of the policy/certificate.

Any expenses erroneously applied to a deductible or copay, if applicable, or paid under any section or provision of the policy/certificate shall not constitute a waiver or modification of any conditions, terms, definitions or limitations contained in the policy/certificate.

THIS IS NOT A BILL

Freedom Life Insurance Company of America

300 Burnett Street
Suite 200
Fort Worth, TX 76102
Return Service Requested

Questions? Contact us at
(800) 387-9027

ALL FOR AADC 890
17394 0.5486 A8 0.436

MINH LUONG 324
100 PARK VISTA DR UNIT 3126
LAS VEGAS, NV 89138-3044

Claim No.: 210885986-S
Plan #: 52PC WELLBR
Insured: MINH LUONG
Policy/Certificate: 52X244167D
Claimant: MINH LUONG
Patient ID: 34734Z31362
Settlement Date: 04/02/2021

FOB

EXPLANATION OF BENEFITS

Line No.	Provider Description	Date(s) Of Service	Total Charges	Provider Discount	Excluded Charges	Deductible	Benefit Amount	Paid At	Amount Paid By Plan
01	LEWIS PHYSICIAN	03/10-03/10/2021	200.00	112.45		0.0	200.0	100%	200.00
02	LEWIS LABORATORY	03/10-03/10/2021	15.00	15.00		0.0	0.0	0%	0.00
		TOTALS	215.00	127.45	0.00	0.00	200.00		200.00
							Provider Payment Amount		87.55
							Amount You May Owe Provider		0.00

Payee		Amount
LEWIS		87.55
LUONG	MINH	112.45

Claim Remarks Line No.	Explanation
1	UnitedHealthcare Choice Plus-Charge exceeds fee schedule maximum allowable or contracted/legislated fee arrangement. Patient is not responsible for this amount.
2	This is not a separately reimbursable service or supply
***	The Company does not waive and specifically reserves its right to assert and rely upon any all reasons for which coverage for this claim may not be available under the terms of the policy/certificate

Any expenses erroneously applied to a deductible or copay, if applicable, or paid under any section or provision of the policy/certificate shall not constitute a waiver or modification of any conditions, terms, definitions or limitations contained in the policy/certificate.

THIS IS NOT A BILL

EXHIBIT E

EXHIBIT E

EXHIBIT E

YOUR TRIP TO:

1725 E Serene Ave

Scan this QR code for directions on your mobile device:

25 MIN | 24.1 MI

Est. fuel cost: $2.16

Trip time based on traffic conditions as of 7:21 PM on April 23, 2021. Current Traffic: Light

Print a full health report of your car with HUM vehicle diagnostics **(800) 906-2501**

1. Start out going **north** on Ascension Pointe Ct toward Ansel Ct.
   Then 0.01 miles — 0.01 total miles
2. Turn **right** onto Ansel Ct.
   Then 0.03 miles — 0.04 total miles
3. Take the 1st **right** onto Terra Firma Ln.
   If you reach Reverence Pkwy you've gone about 0.3 miles too far.
   Then 0.07 miles — 0.11 total miles
4. Turn **left** onto Desert Hope Dr.
   Then 0.19 miles — 0.30 total miles
5. Turn **right** onto Reverence Pkwy.
   Then 0.47 miles — 0.77 total miles
6. Turn **left** onto W Lake Mead Blvd.
   Then 0.24 miles — 1.02 total miles
7. Merge onto County Hwy-215 S.
   Then 16.86 miles — 17.88 total miles
8. Stay **straight** to go onto I-215 E.
   Then 5.04 miles — 22.92 total miles
9. Take the **Eastern Avenue** exit, EXIT 7.
   Then 0.36 miles — 23.28 total miles
10. Keep **right** to take the **Eastern Ave S** ramp.
    Then 0.06 miles — 23.34 total miles
11. Merge onto S Eastern Ave.
    Then 0.12 miles — 23.46 total miles

12. Turn **right** onto E Serene Ave.

If you reach Candelaria Ave you've gone about 0.1 miles too far.

Then 0.55 miles — 24.00 total miles

13. Turn **left**.

If you reach Topanza Canyon St you've gone about 0.1 miles too far.

Then 0.04 miles — 24.05 total miles

14. Turn **right**.

Then 0.02 miles — 24.06 total miles

15. 1725 E Serene Ave, Las Vegas, NV 89123-3217, 1725 E SERENE AVE.

Save to My Maps

Use of directions and maps is subject to our Terms of Use. We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

95
95
Las Vegas

YOUR TRIP TO:

1725 E Serene Ave, Las Vegas, NV, 89123-3...

Scan this QR code for directions on your mobile device:

29 MIN | 17.1 MI

Est. fuel cost: $2.11

Trip time based on traffic conditions as of 7:29 PM on April 23, 2021. Current Traffic: Light

Print a full health report of your car with HUM vehicle diagnostics **(800) 906-2501**

1. Start out going **southwest** on Via Mira Monte toward Rue Mediterra Dr.
   Then 0.14 miles — 0.14 total miles
2. Turn **left** onto Via di Como.
   Then 0.29 miles — 0.43 total miles
3. Turn **right** onto Grand Mediterra Blvd (Gate access required).
   Then 1.97 miles — 2.41 total miles
4. Enter next roundabout and take the 3rd exit onto Lake Las Vegas Pkwy.
   Then 0.85 miles — 3.26 total miles
5. Keep **right** at the fork to continue on Lake Las Vegas Pkwy.
   Then 0.40 miles — 3.66 total miles
6. Turn **right** onto E Lake Mead Pkwy/NV-564. Continue to follow NV-564.
   Then 5.26 miles — 8.91 total miles
7. Stay **straight** to go onto W Lake Mead Pkwy/NV-564 W.
   Then 1.40 miles — 10.31 total miles
8. Stay **straight** to go onto I-215 W.
   Then 5.60 miles — 15.91 total miles
9. Take the **Eastern Avenue** exit, EXIT 7.
   Then 0.28 miles — 16.18 total miles
10. Turn **left** onto S Eastern Ave.
    Then 0.29 miles — 16.48 total miles
11. Turn **right** onto E Serene Ave.
    E Serene Ave is 0.2 miles past S Eastern Ave.

    If you reach Candelaria Ave you've gone about 0.1 miles too far.

    Then 0.55 miles — 17.02 total miles

12. Turn **left**.

If you reach Topanza Canyon St you've gone about 0.1 miles too far.

Then 0.04 miles — 17.06 total miles

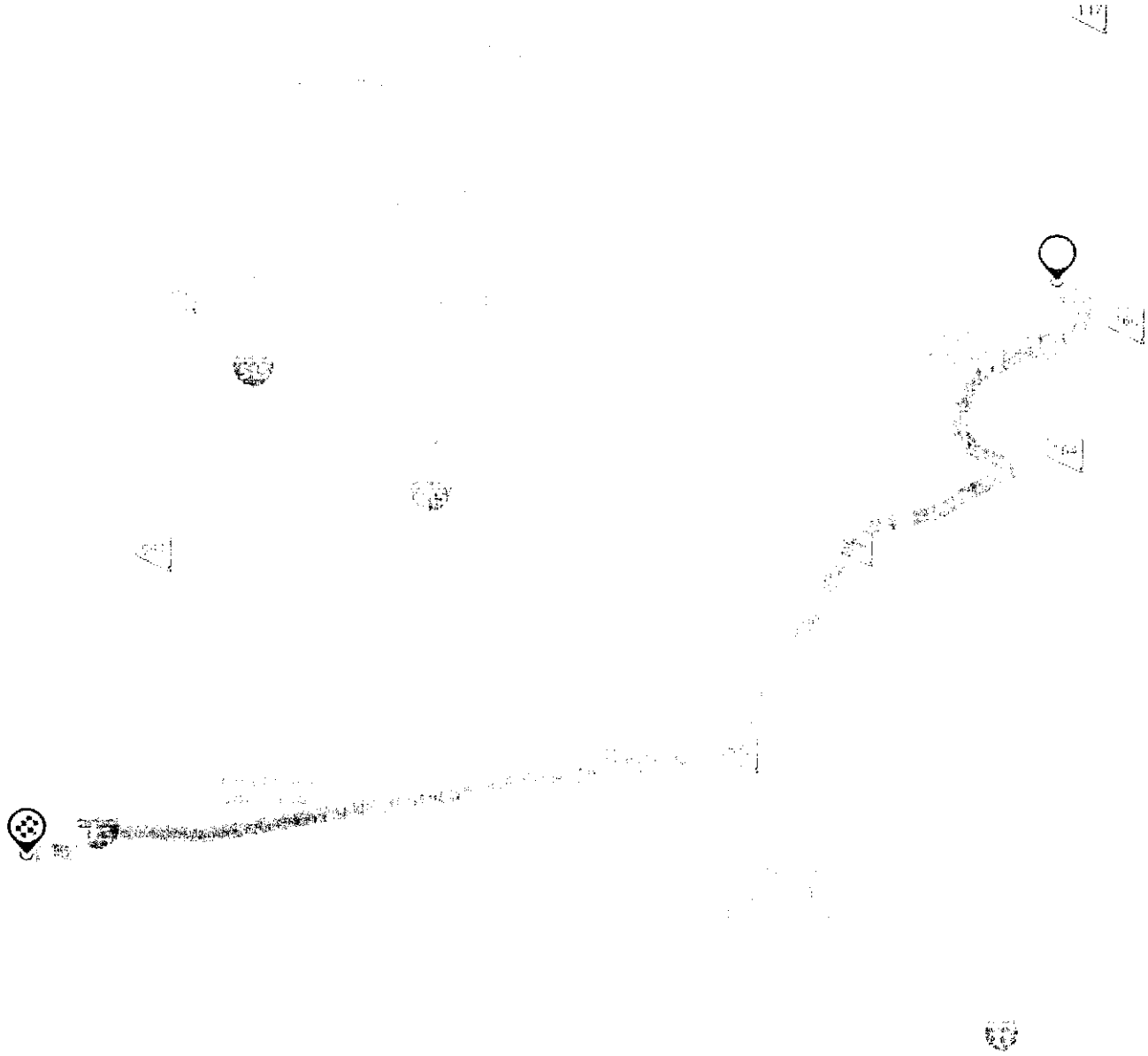
13. Turn **right**.

Then 0.02 miles — 17.08 total miles

14. 1725 E Serene Ave, Las Vegas, NV 89123-3217, 1725 E SERENE AVE.

Save to My Maps

Use of directions and maps is subject to our Terms of Use. We don't guarantee accuracy, route conditions or usability. You assume all risk of use.



YOUR TRIP TO:

8000 W Sahara Ave

Scan this QR code for directions on your mobile device:

14 MIN | 9.5 MI

Est. fuel cost: $1.19

Trip time based on traffic conditions as of 9:47 PM on April 23, 2021. Current Traffic: Light

Print a full health report of your car with HUM vehicle diagnostics **(800) 906-2501**

1. Start out going **north** on Ascension Pointe Ct toward Ansel Ct.

   Then 0.01 miles — 0.01 total miles

2. Turn **right** onto Ansel Ct.

   Then 0.03 miles — 0.04 total miles

3. Take the 1st **right** onto Terra Firma Ln.

   If you reach Reverence Pkwy you've gone about 0.3 miles too far.

   Then 0.07 miles — 0.11 total miles

4. Turn **left** onto Desert Hope Dr.

   Then 0.19 miles — 0.30 total miles

5. Turn **right** onto Reverence Pkwy.

   Then 0.47 miles — 0.77 total miles

6. Turn **left** onto W Lake Mead Blvd.

   Then 0.24 miles — 1.02 total miles

7. Merge onto County Hwy-215 S.

   Then 3.92 miles — 4.94 total miles

8. Take EXIT 25 toward **Sahara Avenue**.

   Then 0.24 miles — 5.17 total miles

9. Merge onto Hughes Park Dr.

   Then 0.11 miles — 5.28 total miles

10. Turn **left** onto W Sahara Ave.

    If you reach County Hwy-215 S you've gone about 0.3 miles too far.

    Then 4.10 miles — 9.39 total miles

11. Make a **U-turn** onto W Sahara Ave.

If you reach S Miller Ln you've gone a little too far.

Then 0.08 miles

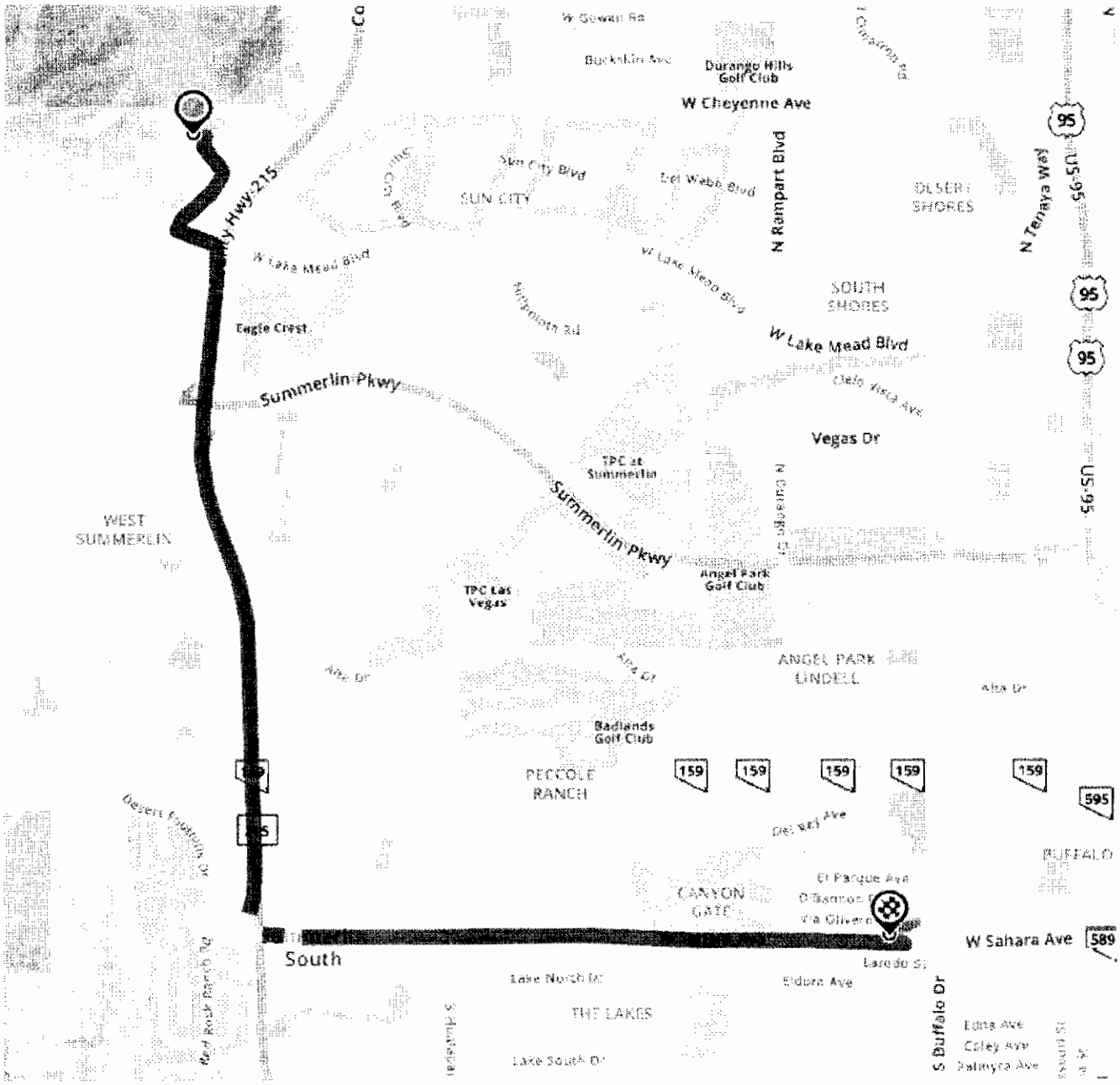
9.46 total miles

12. 8000 W Sahara Ave, Las Vegas, NV 89117-1956, 8000 W SAHARA AVE is on the **right**.

Your destination is just past W Sahara Ave.

Save to My Maps

Use of directions and maps is subject to our Terms of Use. We don't guarantee accuracy, route conditions or usability. You assume all risk of use.



CHALLENGER SCHOOL

Mid-Term Report

Child ID: 002-050-487
Rebecca Wagner
10/16/2020

For Hannah Vahey
Grade 6
Silverado

	1st Term 8/17-12/18/20	
Language Arts		
Reading/Literature	68%	D
Writing/Composition	89%	B
Grammar	52%	F
Spelling/Vocabulary	66%	D
Speech/Debate/Theater	80%	B
Mathematics		
Pre-Algebra	81%	B
Science		
Earth Science	69%	D
Logic		
Word Processing/Programming	n/a	
Critical Thinking	88%	B
History/Geography		
World History II	49%	F

Challenger prefers students to view their grades as a measure of progress toward Challenger's standard of excellence. A grade of 80 percent or above indicates that the student is meeting the Challenger standard for the subject. A grade below 70 percent is not considered to be a passing grade.

A	=	94% and above	C+	=	77–79%
A-	=	90–93%	C	=	74–76%
B+	=	87–89%	C-	=	70–73%
B	=	84–86%	D	=	60–69%
B-	=	80–83%	F	=	Below 60%

RWagner
Teacher signature

10-28-20
Date

Parents—You are receiving two copies of your child's mid-term report. Please sign and return one copy on the next school day, and keep one copy for your records.

☐ Check here if you would like a follow-up conference.

Parent name printed | Parent signature | Date

© 2019 Challenger Schools

CHALLENGER SCHOOL

Mid-Term Report

Child ID: 002-050-487
Rebecca Wagner
3/12/2021

For Hannah Vahey
Grade 6
Silverado

	2nd Term 1/4-6/4/21
Language Arts	
Reading/Literature	58%
Writing/Composition	79%
Grammar	42%
Spelling/Vocabulary	65%
Speech/Debate/Theater	64%
Mathematics	
Pre-Algebra	35%
Science	
Earth Science	72%
Logic	
Word Processing/Programming	n/a
Critical Thinking	45%
History/Geography	
World History II	39%

Challenger prefers students to view their grades as a measure of progress toward Challenger's standard of excellence. A grade of 80 percent or above indicates that the student is meeting the Challenger standard for the subject. A grade below 70 percent is not considered to be a passing grade.

A	=	94% and above	C+	=	77–79%
A-	=	90–93%	C	=	74–76%
B+	=	87–89%	C-	=	70–73%
B	=	84–86%	D	=	60–69%
B-	=	80–83%	F	=	Below 60%

R Wagner
Teacher signature

3/19/21
Date

Parents—You are receiving two copies of your child's mid-term report. Please sign and return one copy on the next school day, and keep one copy for your records.

☐ Check here if you would like a follow-up conference.

Parent name printed | Parent signature | Date

© 2019, Challenger Schools

13-05.01-20

EXHIBIT F

EXHIBIT F

EXHIBIT F

CHALLENGER SCHOOL

Mid-Term Report

Child ID: 002-050-487
Rebecca Wagner
10/16/2020

For Hannah Vahey
Grade 6
Silverado

	1st Term 8/17-12/18/20	
Language Arts		
Reading/Literature	68%	D
Writing/Composition	89%	B
Grammar	52%	F
Spelling/Vocabulary	66%	D
Speech/Debate/Theater	80%	B
Mathematics		
Pre-Algebra	81%	B
Science		
Earth Science	69%	D
Logic		
Word Processing/Programming	n/a	
Critical Thinking	88%	B
History/Geography		
World History II	49%	F

Challenger prefers students to view their grades as a measure of progress toward Challenger's standard of excellence. A grade of 80 percent or above indicates that the student is meeting the Challenger standard for the subject. A grade below 70 percent is not considered to be a passing grade.

A	=	94% and above	C+	=	77–79%
A-	=	90–93%	C	=	74–76%
B+	=	87–89%	C-	=	70–73%
B	=	84–86%	D	=	60–69%
B-	=	80–83%	F	=	Below 60%

Teacher signature

10-28-20
Date

Parents—You are receiving two copies of your child's mid-term report. Please sign and return one copy on the next school day, and keep one copy for your records.

☐ Check here if you would like a follow-up conference.

Parent name printed | Parent signature | Date

© 2019 Challenger Schools

CHALLENGER SCHOOL

Mid-Term Report

Child ID: 002-050-487
Rebecca Wagner
3/12/2021

For Hannah Vahey
Grade 6
Silverado

	2nd Term 1/4-6/4/21
Language Arts	
Reading/Literature	58%
Writing/Composition	79%
Grammar	42%
Spelling/Vocabulary	65%
Speech/Debate/Theater	64%
Mathematics	
Pre-Algebra	35%
Science	
Earth Science	72%
Logic	
Word Processing/Programming	n/a
Critical Thinking	45%
History/Geography	
World History II	39%

Challenger prefers students to view their grades as a measure of progress toward Challenger's standard of excellence. A grade of 80 percent or above indicates that the student is meeting the Challenger standard for the subject. A grade below 70 percent is not considered to be a passing grade.

A	=	94% and above	C+	=	77–79%
A-	=	90–93%	C	=	74–76%
B+	=	87–89%	C-	=	70–73%
B	=	84–86%	D	=	60–69%
B-	=	80–83%	F	=	Below 60%

RWagner
Teacher signature

3/19/21
Date

Parents—You are receiving two copies of your child's mid-term report. Please sign and return one copy on the next school day, and keep one copy for your records.

☐ Check here if you would like a follow-up conference.

Parent name printed | Parent signature | Date

© 2019, Challenger Schools

13-05.01-20

114

114

Electronically Filed
4/23/2021 11:43 AM
Steven D. Grierson
CLERK OF THE COURT

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

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

JAMES W. VAHEY, Plaintiff, v. MINH NGUYET LUONG, Defendant.	CASE NO. D-18-581444-D DEPT NO. U

DOCUMENT FILED PURSUANT TO COURT ORDER: PLAINTIFF'S UNITED HEALTHCARE INSURANCE POLICY SUMMARY OF BENEFITS AND COVERAGE

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 submits the attached Summary of Benefits and Coverage for

. . .

. . .

. . .

. . .

. . .

. . .

. . .

the United Healthcare insurance policy covering Plaintiff and the parties' minor children as ordered by the Court at the April 13, 2021 hearing.

DATED this 23rd day of April, 2021.

THE DICKERSON KARACSONYI LAW GROUP

By /s/ *Sabrina M. Dolson*

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

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of THE DICKERSON KARACSONYI LAW GROUP, and that on this 23rd day of April, 2021, I caused the above and foregoing document entitled DOCUMENT FILED PURSUANT TO COURT ORDER: PLAINTIFF'S UNITED HEALTHCARE INSURANCE POLICY SUMMARY OF BENEFITS AND COVERAGE to be served as follows:

[X] pursuant to NRCP 5(b)(2)(E) 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;

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

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

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

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

/s/ Edwardo Martinez
An employee of The Dickerson Karacsonyi Law Group

UnitedHealthcare
A UnitedHealth Group Company

UnitedHealthcare
185 Asylum Street
Cityplace I
Hartford, CT 06103

October 23, 2020

GA788553BW

VAHEY & GLUCK HAND SURGERY, LLP DBA HAND CENTER OF NEVADA
8585 S EASTERN AVE 100
LAS VEGAS, NV 891230000

Dear Customer:

The Affordable Care Act requires all health plan issuers and group health plans to provide eligible enrollees with a Summary of Benefits and Coverage (SBC). The SBC provides you information to better understand your plan and allows you to compare coverage options.

You are receiving this package due to one of the following plan coverage events that requires you to receive an SBC.

- Upon application for coverage,
- Prior to any material modification of your plan coverage,
- Prior to your plan renewal, or
- You are a special enrollee.

If you are an Employer, you can find your group's SBC documents by logging into www.employereservices.com and select "Summary of Benefits and Coverage" under the Resources menu.

For more information regarding this document, please visit uhc.com/summary or contact the Member Services number on the back of your ID card.

Very truly yours,

Christopher Hock
UnitedHealthcare

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.welcometouhc.com or by calling 1-800-782-3740. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary or call 1-866-487-2365 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	Network: $500 Individual / $1,000 Family out-of-Network: $1,000 Individual / $2,000 Family Per policy year.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Preventive care and categories with a copay are covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Network: $7,500 Individual / $15,000 Family out-of-Network: $15,000 Individual / $30,000 Family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, health care this plan doesn't cover and penalties for failure to obtain preauthorization for services.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.welcometouhc.com or call 1-800-782-3740 for a list of network providers.	This plan uses a provider Network. You will pay less if you use a provider in the plan's Network. You will pay the most if you use an out-of-Network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your Network provider might use an out-of-Network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$35 copay per visit, deductible does not apply	50% coinsurance	Virtual visits (Telehealth) - No Charge by a Designated Virtual Network Provider. If you receive services in addition to office visit, additional copays, deductibles, or coinsurance may apply e.g. surgery.
	Specialist visit	$70 copay per visit, deductible does not apply	50% coinsurance	If you receive services in addition to office visit, additional copays, deductibles, or coinsurance may apply e.g. surgery.
	Preventive care/screening/immunization	No Charge	50% coinsurance	Includes preventive health services specified in the health care reform law. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	$15 copay per service, deductible does not apply	50% coinsurance	Preauthorization required for out-of-Network for certain services or benefit reduces to 50% of allowed. X-ray - $50 copay per service, deductible does not apply .
	Imaging (CT/PET scans, MRIs)	20% coinsurance	50% coinsurance	Preauthorization required for out-of-Network or benefit reduces to 50% of allowed.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.welcometouhc.com.	Tier 1 - Your Lowest-Cost Option	Deductible does not apply. Retail: $15 copay Mail-Order: $37.50 copay	Deductible does not apply. Retail: $15 copay	Provider means pharmacy for purposes of this section. Retail: Up to a 31 day supply. Mail-Order*: Up to a 90 day supply or *Preferred 90 Day Retail Network pharmacy. If you use an out-of-Network pharmacy (including a mail order pharmacy), you may be responsible for any amount over the allowed amount. Copay is per prescription order up to the day supply limit listed above. You may need to obtain certain drugs, including certain specialty drugs, from a pharmacy designated by us. Certain drugs may have a preauthorization requirement or may result in a higher cost. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. See the website listed for information on drugs covered by your plan. Not all drugs are covered. If a dispensed drug has a chemically equivalent drug, the cost difference between drugs in addition to any applicable copay and/or coinsurance may be applied. Certain preventive medications and Tier 1 contraceptives are covered at No Charge.
	Tier 2 - Your Midrange-Cost Option	Deductible does not apply. Retail: $40 copay Mail-Order: $100 copay	Deductible does not apply. Retail: $40 copay	
	Tier 3 - Your Midrange-Cost Option	Deductible does not apply. Retail: $75 copay Mail-Order: $187.50 copay	Deductible does not apply. Retail: $75 copay	
	Tier 4 - Additional High-Cost Options	Deductible does not apply. Retail: $300 copay Mail-Order: $750 copay	Deductible does not apply. Retail: $300 copay	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	50% coinsurance	Preauthorization required for certain services for out-of-Network or benefit reduces to 50% of allowed.
	Physician/surgeon fees	20% coinsurance	50% coinsurance	None
If you need immediate medical attention	Emergency room care	$500 copay per visit, deductible does not apply.	$500 copay per visit, deductible does not apply.	None
	Emergency medical transportation	20% coinsurance	20% coinsurance	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Urgent care	$50 copay per visit, deductible does not apply	50% coinsurance	If you receive services in addition to urgent care visit, additional copays, deductibles, or coinsurance may apply e.g. surgery.
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	50% coinsurance	Preauthorization required for out-of-Network or benefit reduces to 50% of allowed.
	Physician/surgeon fees	20% coinsurance	50% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	$35 copay per visit, deductible does not apply	50% coinsurance	Network partial hospitalization /intensive outpatient treatment: 20% coinsurance Preauthorization required for certain services for out-of-Network or benefit reduces to 50% of allowed.
	Inpatient services	20% coinsurance	50% coinsurance	Preauthorization required for out-of-Network or benefit reduces to 50% of allowed.
If you are pregnant	Office visits	No Charge	50% coinsurance	Cost sharing does not apply for preventive services. Depending on the type of services, a copayment, deductibles, or coinsurance may apply.
	Childbirth/delivery professional services	20% coinsurance	50% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery facility services	20% coinsurance	50% coinsurance	Inpatient preauthorization apply for out-of-Network if stay exceeds 48 hours (C-Section: 96 hours) or benefit reduces to 50% of allowed.
If you need help recovering or have other special health needs	Home health care	20% coinsurance	50% coinsurance	Preauthorization required for out-of-Network or benefit reduces to 50% of allowed.
	Rehabilitation services	$35 copay per outpatient visit, deductible does not apply	50% coinsurance	Limits per policy year: Physical, Speech, Occupational: 60 visits (combined); Pulmonary: 20 visits; Cardiac Unlimited.
	Habilitation services	$35 copay per outpatient visit, deductible does not apply	50% coinsurance	Limits per policy year: Physical, Speech, Occupational: 60 visits (combined). Cost share applies for outpatient services only. Preauthorization required for out-of-Network inpatient services or benefit reduces to 50% of allowed.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Skilled nursing care	20% coinsurance	50% coinsurance	Skilled nursing is limited to 100 days per policy year. (Inpatient Rehabilitation and Habilitation limited to 60 days each). Preauthorization required for out-of-Network or benefit reduces to 50% of allowed.
	Durable medical equipment	20% coinsurance	50% coinsurance	Covers 1 per type of Durable medical equipment (including repair/replace) every 3 years. Preauthorization required for out-of-Network Durable medical equipment over $1,000 or no coverage.
	Hospice services	20% coinsurance	50% coinsurance	Preauthorization required for out-of-Network before admission for an Inpatient Stay in a hospice facility or benefit reduces to 50% of allowed.
If your child needs dental or eye care	Children's eye exam	No Charge	50% coinsurance	One exam every 12 months.
	Children's glasses	$25 copay per frame, deductible does not apply	50% coinsurance	One pair every 12 months. Costs may increase depending on the frames selected. You may choose contact lenses instead of eyeglasses. The benefit does not cover both.
	Children's dental check-up	0% coinsurance	50% coinsurance	Cleanings covered 2 times per 12 months.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Cosmetic Surgery
- Dental Care (Adult)
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Routine Eye Care (Adult)
- Routine Foot Care
- Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric Surgery- 1 procedure/lifetime
- Chiropractic care-25 visits per policy year
- Hearing Aids
- Infertility Treatment-artificial insemination only
- Private Duty Nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: 1-866-444-3272 or www.dol.gov/ebsa/healthreform for the U.S. Department of Labor, Employee Benefits Security Administration. You may also contact us at 1-800-782-3740 . Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: 1-800-782-3740 ; or the Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Nevada Division of Insurance at 775-687-0700 or 702-486-4009 or www.doi.state.nv.us.

Does this plan provide Minimum Essential Coverage? Yes.
If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes.
If your plan doesn't meet the Minimum Value Standards , you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:
Spanish (Español): Para obtener asistencia en Español, llame al 1-800-782-3740 .
Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-782-3740 .
Chinese (中文): 如果需要中文的帮助，请拨打这个号码 1-800-782-3740 .
Navajo (Dine): Dinek'ehgo shika at' ohwol ninisingo, kwiijigo holne' 1-800-782-3740 .

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- **The plan's overall deductible** $ 500
- **Specialist copayment** $70
- **Hospital (facility) coinsurance** 20%
- **Other coinsurance** 20%

This EXAMPLE event includes services like:

Specialist office visits *(prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests *(ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	$12,800
In this example, Peg would pay:	
Cost Sharing	
Deductibles	$500
Copayments	$100
Coinsurance	$1,900
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	$2,560

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- **The plan's overall deductible** $ 500
- **Specialist copayment** $70
- **Hospital (facility) coinsurance** 20%
- **Other coinsurance** 20%

This EXAMPLE event includes services like:

Primary care physician office visits *(including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	$7,400
In this example, Joe would pay:	
Cost Sharing	
Deductibles	$100
Copayments	$1,700
Coinsurance	$0
What isn't covered	
Limits or exclusions	$30
The total Joe would pay is	$1,830

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- **The plan's overall deductible** $ 500
- **Specialist copayment** $70
- **Hospital (facility) coinsurance** 20%
- **Other coinsurance** 20%

This EXAMPLE event includes services like:

Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	$1,900
In this example, Mia would pay:	
Cost Sharing	
Deductibles	$500
Copayments	$700
Coinsurance	$50
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	$1,250

The plan would be responsible for the other costs of these EXAMPLE covered services

Notice of Non-Discrimination

We do not treat members differently because of sex, age, race, color, disability or national origin.

If you think you were treated unfairly because of your sex, age, race, color, disability or national origin, you can send a complaint to the Civil Rights Coordinator.
Online: UHC_Civil_Rights@uhc.com
Mail: Civil Rights Coordinator. UnitedHealthcare Civil Rights Grievance. P.O. Box 30608 Salt Lake City, UTAH 84130

You must send the complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again. If you need help with your complaint, please call the toll-free number listed within this Summary of Benefits and Coverage (SBC), TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

You can also file a complaint with the U.S. Dept. of Health and Human Services.
Online: https://ocrportal.hhs.gov/ocr/portal/lobby.jsf
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.
Phone: Toll-free 1-800-368-1019, 800-537-7697 (TDD)
Mail: U.S. Dept. of Health and Human Services.
200 Independence Avenue, SW Room 509F, HHH
Building Washington, D.C. 20201

We provide free services to help you communicate with us. Such as, letters in other languages or large print. Or, you can ask for an interpreter. To ask for help, please call the number contained within this Summary of Benefits and Coverage (SBC), TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

ATENCIÓN: Si habla **español (Spanish)**, hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al número gratuito que aparece en este Resumen de Beneficios y Cobertura (Summary of Benefits and Coverage, SBC).

請注意：如果您說中文 **(Chinese)**，我們免費為您提供語言協助服務。請撥打本福利和承保摘要 (Summary of Benefits and Coverage, SBC) 內所列的免付費電話號碼。

XIN LƯU Ý: Nếu quý vị nói tiếng **Việt (Vietnamese)**, quý vị sẽ được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi số điện thoại miễn phí ghi trong bản Tóm lược về quyền lợi và đài thọ bảo hiểm (Summary of Benefits and Coverage, SBC) này.

알림: 한국어**(Korean)**를 사용하시는 경우 언어 지원 서비스를 무료로 이용하실 수 있습니다. 본 혜택 및 보장 요약서(Summary of Benefits and Coverage, SBC)에 기재된 무료전화번호로 전화하십시오.

PAUNAWA: Kung nagsasalita ka ng **Tagalog (Tagalog)**, may makukuha kang mga libreng serbisyo ng tulong sa wika. Pakitawagan ang toll-free na numerong nakalista sa Buod na ito ng Mga Benepisyo at Saklaw (Summary of Benefits and Coverage o SBC).

ВНИМАНИЕ: бесплатные услуги перевода доступны для людей, чей родной язык является **русском (Russian)**. Позвоните по бесплатному номеру телефона, указанному в данном «Обзоре льгот и покрытия» (Summary of Benefits and Coverage, SBC).

تنبيه: إذا كنت تتحدث العربية **(Arabic)**، فإن خدمات المساعدة اللغوية المجانية متاحة لك. يُرجى الاتصال برقم الهاتف المجاني المدرج بداخل مخلص المزايا والتغطية (Summary of Benefits and Coverage، SBC) هذا.

ATANSYON: Si w pale **Kreyòl ayisyen (Haitian Creole)**, ou kapab benefisye sèvis ki gratis pou ede w nan lang pa w. Tanpri rele nimewo gratis ki nan Rezime avantaj ak pwoteksyon sa a (Summary of Benefits and Coverage, SBC).

ATTENTION : Si vous parlez **français (French)**, des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeler le numéro sans frais figurant dans ce Sommaire des prestations et de la couverture (Summary of Benefits and Coverage, SBC).

UWAGA: Jeżeli mówisz po **polsku (Polish)**, udostępniliśmy darmowe usługi tłumacza. Prosimy zadzwonić pod bezpłatny numer podany w niniejszym Zestawieniu świadczeń i refundacji (Summary of Benefits and Coverage, SBC).

ATENÇÃO: Se você fala **português (Portuguese)**, contate o serviço de assistência de idiomas gratuito. Ligue para o número gratuito listado neste Resumo de Benefícios e Cobertura (Summary of Benefits and Coverage - SBC).

ATTENZIONE: in caso la lingua parlata sia l'**italiano (Italian)**, sono disponibili servizi di assistenza linguistica gratuiti. Chiamate il numero verde indicato all'interno di questo Sommario dei Benefit e della Copertura (Summary of Benefits and Coverage, SBC).

ACHTUNG: Falls Sie **Deutsch (German)** sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Bitte rufen Sie die in dieser Zusammenfassung der Leistungen und Kostenübernahmen (Summary of Benefits and Coverage, SBC) angegebene gebührenfreie Rufnummer an.

注意事項：**日本語 (Japanese)** を話される場合、無料の言語支援サービスをご利用いただけます。本「保障および給付の概要」(Summary of Benefits and Coverage, SBC) に記載されているフリーダイヤルにてお電話ください。

توجه: اگر زبان شما فارسی **(Farsi)** است، خدمات امداد زبانی به طور رایگان در اختیار شما می باشد. لطفاً با شماره تلفن رایگان ذکر شده در این خلاصه مزایا و پوشش (Summary of Benefits and Coverage، SBC) تماس بگیرید.

ध्यान दें: यदि आप **हिंदी (Hindi)** बोलते हैं, आपको भाषा सहायता सेबाएं, नि:शुल्क उपलब्ध हैं। लाभ और कवरेज (Summary of Benefits and Coverage, SBC) के इस सारांश के भीतर सूचीबद्ध टोल फ्री नंबर पर कॉल करें।

CEEB TOOM: Yog koj hais Lus **Hmoob (Hmong)**, muaj kev pab txhais lus pub dawb rau koj. Thov hu rau tus xov tooj hu dawb teev muaj nyob ntawm Tsab Ntawv Nthuav Qhia Cov Txiaj Ntsim Zoo thiab Kev Kam Them Nqi (Summary of Benefits and Coverage, SBC) no.

ចំណាប់អារម្មណ៍: បើសិនអ្នកនិយាយភាសាខ្មែរ **(Khmer)** សេវាជំនួយភាសាដោយឥតគិតថ្លៃ នឹងមានសំរាប់អ្នក។ សូមទូរស័ព្ទទៅលេខឥតគិតថ្លៃ ដែលមានកត់នៅក្នុង សេចក្តីសង្ខេបអត្ថប្រយោជន៍ និងការគ្រប់ដណ្ដប (Summary of Benefits and Coverage, SBC) នេះ។

PAKDAAR: Nu saritaem ti **Ilocano (Ilocano)**, ti serbisyo para ti baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyam. Maidawat nga awagan ti awan bayad na nu tawagan nga numero nga nakalista iti uneg na daytoy nga Dagup dagiti Benipisyo ken Pannakasakup (Summary of Benefits and Coverage, SBC).

DÍÍ BAA'ÁKONÍNÍZIN: **Diné (Navajo)** bizaad bee yániłti'go, saad bee áka'anída'awo'ígíí, t'áá jíík'eh, bee ná'ahóót'i'. T'áá shǫǫdí Naaltsoos Bee 'Aa'áhayání dóó Bee 'Ak'é'asti' Bee Baa Hane'í (Summary of Benefits and Coverage, SBC) biyi' t'áá jíík'ehgo béésh bee hane'í biká'ígíí bee hodíílnih.

OGOW: Haddii aad ku hadasho **Soomaali (Somali)**, adeegyada taageerada luqadda, oo bilaash ah, ayaad heli kartaa. Fadlan wac lambarka bilaashka ah ee ku yaalla Soo-koobitaanka Dheefaha iyo Caymiska (Summary of Benefits and Coverage, SBC).

115

115

Electronically Filed
5/11/2021 11:35 AM
Steven D. Grierson
CLERK OF THE COURT

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

Attorneys for Plaintiff

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

JAMES W. VAHEY, Plaintiff, v. MINH NGUYET LUONG, Defendant.	CASE NO.: D-18-581444-D DEPT NO.: U

NOTICE OF ENTRY OF ORDER FROM MARCH 22, 2021 HEARING

TO: MINH NGUYET LUONG, Defendant; and

TO: FRED PAGE, ESQ. of PAGE LAW FIRM, Attorney for Defendant:

. . .

. . .

. . .

. . .

. . .

. . .

. . .

. . .

PLEASE TAKE NOTICE that an ORDER FROM MARCH 22, 2021 HEARING, a true and correct copy of which is attached hereto, was entered in the above-entitled matter on the 11th day of May, 2021.

DATED this 11th day of May, 2021.

THE DICKERSON KARACSONYI
LAW GROUP

By /s/ *Sabrina M. Dolson*

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

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of THE DICKERSON KARACSONYI LAW GROUP, and that on this 11th day of May, 2021, I caused the above and foregoing document entitled NOTICE OF ENTRY OF ORDER FROM MARCH 22, 2021 HEARING to be served as follows:

[X] pursuant to NRCP 5(b)(2)(E) 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;

[ ] to be sent via facsimile, by duly executed consent for service by electronic means

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

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

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

/s/ Edwardo Martinez
An employee of The Dickerson Karacsonyi Law Group

Electronically Filed
05/11/2021 9:03 AM
CLERK OF THE COURT

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

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

JAMES W. VAHEY, Plaintiff, v. MINH NGUYET LUONG, Defendant.	CASE NO. D-18-581444-D DEPT NO. U

ORDER FROM MARCH 22, 2021 HEARING

This matter having come before the Honorable Judge Dawn R. Throne, on the 22nd day of March, 2021, for a hearing on 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 ("Plaintiff's Motion"); Defendant's Opposition to Plaintiff's Motion ("Defendant's Opposition"); Plaintiff's Reply; Defendant's Motion to Enter Decree of Divorce, for an Interim Modification of Custody, to Change Custody, and for Attorney's Fees and Costs ("Defendant's Motion"); Plaintiff's Opposition to Defendant's Motion ("Plaintiff's Opposition"); and Defendant's Reply. Plaintiff, JAMES W. VAHEY ("Jim"), present 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"), present via Blue Jeans with her attorney, FRED PAGE, ESQ., of PAGE LAW FIRM. The Court, having reviewed the papers and pleadings on file herein, having considered the argument of each party's counsel, and good cause appearing therefore, hereby FINDS and ORDERS as follows:

THE COURT HEREBY FINDS that this Court has a duty to preside over this case, and only the Chief Judge or Presiding Judge has authority to reassign this case to Judge Ritchie. Video Transcript, 10:31:15.

THE COURT FURTHER FINDS that Judge Ritchie should review and sign the Findings of Fact, Conclusions of Law, and Decree of Divorce because he held the evidentiary hearing on August 13, 2020 and September 4, 2020 and issued his orders from the bench. Video Transcript, 10:31:25. As the counsel directed to draft the Decree of Divorce, Plaintiff's counsel should not wait any longer for opposing counsel's countersignature on the Decree of Divorce and should submit the proposed Decree of Divorce to Judge Ritchie. Video Transcript, 10:31:31.

THE COURT FURTHER FINDS that this Court cannot hear requests to change Judge Ritchie's orders until Judge Ritchie enters the Decree of Divorce. Video Transcript, 10:32:03.

THE COURT FURTHER FINDS that although Judge Ritchie previously held that there would be no set schedule for telephone calls, Jim is absolutely correct that Minh's constant telephone calls with the children are interfering with his custody time. Video Transcript, 10:37:29; 10:40:08. Minh cannot do Vietnamese lessons with the children during Jim's custody time. Video Transcript, 10:37:50. Minh also cannot schedule to watch movies with the children during Jim's custody time. Video Transcript, 10:37:52. The noncustodial parent's telephone calls with the children . . .

should be limited to ten (10) minutes, and should not interfere with the other parent's custody time. Video Transcript, 10:37:56.

THE COURT FURTHER FINDS that Jim shall have the children for their Easter or Spring break vacation from school this year, and in odd-numbered years, because Minh had the children for their Spring break vacation in 2020. Video Transcript, 10:34:51; 10:43:36. Minh shall have the children during their Easter or Spring break vacation from school in even-numbered years. Video Transcript, 10:43:36. Such vacation period shall start when the children get out of school to begin the Easter or Spring break vacation, and shall continue until the day and at the time the children are required to return to school after the Easter or Spring break vacation. Video Transcript, 10:37:16.

THE COURT FURTHER FINDS that there is no adequate cause to modify custody. Video Transcript, 10:46:55. Custody of the children, and the issues raised by Minh, have already been tried by Judge Ritchie, and the Court does not find that there is adequate cause under *Rooney v. Rooney*, 109 Nev. 540, 542, 853 P.2d 123, 124 (1993), to make any custody changes. Video Transcript, 10:47:27.

THE COURT FURTHER FINDS that if there continues to be issues with Hannah's behavior and relationship with her father, the Court will address the underlying issues. Video Transcript, 10:47:00. The Court believes part of the issue with Hannah's behavior is her involvement in the parties' conflict, and Minh wanting Hannah to align with her and Minh not supporting Jim. Video Transcript, 10:47:04; 10:48:52. If the Court were to make any interim changes, it would be to have Hannah be in Jim's custody more, not less. Video Transcript, 10:48:43. The Court will not allow either party to triangulate the children to make them think that if they behave badly with one parent, they can have a say in deciding with which parent

they will live. Video Transcript, 10:49:18. The Court believes there is alienation of the children occurring, and a power struggle between the parents. Video Transcript, 10:54:56.

NOW, THEREFORE,

THE COURT HEREBY ORDERS that Plaintiff's request to transfer the case back to Judge Ritchie is DENIED. However, THE COURT FURTHER ORDERS that Judge Ritchie should review and sign the proposed Findings of Fact, Conclusions of Law, and Decree of Divorce because he held the evidentiary hearing on August 13, 2020 and September 4, 2020, and issued his orders from the bench. Video Transcript, 10:31:25. THE COURT FURTHER ORDERS Plaintiff's counsel, as the counsel directed to draft the Decree of Divorce, to submit the proposed Decree of Divorce to Judge Ritchie no later than Friday, March 26, 2021. Video Transcript, 10:31:31; 10:41:46.

THE COURT FURTHER ORDERS that the parties shall utilize Our Family Wizard, and shall sign up for same by Friday, March 26, 2021, at 5:00 p.m. Video Transcript, 10:35:30. Each parent shall pay for their own costs of using Our Family Wizard. Video Transcript, 10:35:45.

THE COURT FURTHER ORDERS that Jim shall have the children during the entire period of the children's Easter or Spring break vacation from school this year, and in odd-numbered years. Video Transcript, 10:43:36. Minh shall have the children during their Easter or Spring break vacation from school in even-numbered years. Video Transcript, 10:43:36. Such vacation period shall start when the children get out of school to begin the Easter or Spring break vacation, and shall continue until the day and at the time the children are required to return to school after the Easter or Spring break vacation. Video Transcript, 10:37:16.

. . .

THE COURT FURTHER ORDERS that the noncustodial parent's telephone calls with the children should be limited to ten (10) minutes per child, and should not interfere with the other parent's custody time. Video Transcript, 10:37:56. Minh cannot do Vietnamese lessons with the children during Jim's custody time. Video Transcript, 10:37:50. Minh also cannot schedule to watch movies with the children during Jim's custody time. Video Transcript, 10:37:52.

THE COURT FURTHER ORDERS that Minh's request to modify custody, permanently or in the interim, is DENIED as there is not adequate cause to modify child custody pursuant to *Rooney v. Rooney*, 109 Nev. 540, 542, 853 P.2d 123, 124 (1993). Video Transcript, 10:46:55.

THE COURT FURTHER ORDERS that Minh's request for a child interview is DENIED. Video Transcript, 10:46:55.

THE COURT FURTHER ORDERS the parties to submit briefs on the following issues, which the Court will address at the April 13, 2021 hearing: (1) health insurance; (2) the holiday timeshare; and (3) the location of the custody exchanges. The briefs shall be limited to five (5) pages. Video Transcript, 10:41:58; 10:44:41.

THE COURT FURTHER ORDERS that a Return Hearing shall be scheduled for April 13, 2021 at 1:30 p.m.

Dated this 11th day of May, 2021

DISTRICT COURT JUDGE (mt)

C7A 29C 0224 EA4A
Dawn R. Throne
District Court Judge

Respectfully submitted:
THE DICKERSON KARACSONYI LAW GROUP

/s/ Sabrina M. Dolson
SABRINA M. DOLSON, ESQ.
Nevada Bar No. 013105
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Plaintiff

Approved as to form and content:
PAGE LAW FIRM

SIGNATURE NOT PROVIDED
FRED PAGE, ESQ.
Nevada Bar No. 006080
6930 South Cimarron Road, Suite 140
Las Vegas, Nevada 89113
Attorney for Defendant

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

James W. Vahey, Plaintiff	CASE NO: D-18-581444-D
vs.	DEPT. NO. Department U
Minh Nguyet Luong, Defendant.	

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 5/11/2021

Sabrina Dolson	Sabrina@thedklawgroup.com
Robert Dickerson	Bob@thedklawgroup.com
Info info email	info@thedklawgroup.com
Fred Page	fpage@pagelawoffices.com
Edwardo Martinez	edwardo@thedklawgroup.com

116

116

Electronically Filed
05/18/2021 11:39 AM
CLERK OF THE COURT

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

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

JAMES W. VAHEY, Plaintiff, v. MINH NGUYET LUONG, Defendant.	CASE NO. D-18-581444-D DEPT NO. U

ORDER FROM APRIL 13, 2021 HEARING AND APRIL 28, 2021 MINUTE ORDER

This matter having come before the Honorable Judge Dawn R. Throne, on the 13th day of April, 2021, for a Return Hearing on Plaintiff's Brief for April 13, 2021 Hearing ("Plaintiff's Brief"), and Defendant's Brief Regarding Outstanding Issues ("Defendant's Brief"). JAMES W. VAHEY ("Jim"), appearing telephonically with his attorney, SABRINA M. DOLSON, ESQ., of THE DICKERSON KARACSONYI LAW GROUP, present via Blue Jeans, and Defendant, MINH NGUYET LUONG ("Minh"), present via

Blue Jeans with her attorney, FRED PAGE, ESQ., of PAGE LAW FIRM. The Court also took the issue of health insurance coverage for the minor children under submission and placed a hearing on the Chambers Calendar for April 27, 2021 to consider Document Filed Pursuant to Court Order: Plaintiff's United Healthcare Insurance Policy Summary of Benefits and Coverage and Defendant's Documents Filed Regarding Outstanding Issues. The Court, having reviewed the papers and pleadings on file herein, having considered the argument of each party's counsel, and good cause appearing therefore, hereby FINDS and ORDERS as follows:

THE COURT HEREBY ADMONISHES the parties that the fighting needs to stop, the parties need to be civil to each other, and the parties need to put the children first. The Court further admonishes the parties that if they come before the Court again regarding parenting issues, a parenting coordinator may be appointed and a cooperative parenting course may be ordered, to be completed together, and whomever the Court believes to be the least cooperative may be responsible to pay for the costs. Hearing Video, 1:48:00; 1:50:51.

THE COURT HEREBY FINDS that with regard to the custody exchanges, Minh chose to reestablish her residence in Nevada over 35 miles from where Jim resides with the children and also far away from the children's current school campus. Hearing Video, 1:48:10. Based on Minh's choice of the location of her residence and the fact that Minh is only working part-time, Minh shall continue to be responsible for all custody exchanges that do not occur at the children's school, which shall continue to occur at the guard gate of Jim's community. Hearing Video, 1:48:10; 2:06:21.

THE COURT FURTHER FINDS that regarding the telephone contact issue, given the children's ages and the conflict between the parents, daily telephone contact with the non-custodial parent is excessive. Hearing Video, 1:48:38. The Court must put a limit on Minh interfering with Jim's custody time, and Jim has a right to check in with the children during Minh's custody weeks as well, which shall similarly be limited. Hearing Video, 2:51:10. The Court recognizes that Minh is undermining Jim's custody time and parenting authority, which is why the Court is setting these limits. Hearing Video, 2:51:10. Thus, it is in the children's best interest that the non-custodial parent may call the children on Saturdays, Mondays, and Wednesdays at 7:30 p.m., and such calls shall be limited to ten (10) minutes with each child. Hearing Video, 1:49:00; 2:07:27. The custodial parent must answer the call and the children must get on the call. Hearing Video, 1:49:10. If the children want to end the call early, it is between the children and the non-custodial parent. The custodial parent shall not interfere with the calls. Hearing Video, 1:49:24.

THE COURT FURTHER FINDS that it is in Hannah's best interest to continue therapy sessions with Nate Minetto until Mr. Minetto determines she may be exited from therapy. Hearing Video, 1:55:35.

THE COURT FURTHER FINDS that the parties have agreed to have Hannah evaluated by a psychiatrist. Hearing Video, 2:44:54. In order to select that provider, Minh will select three (3) potential psychiatrists to evaluate Hannah, and will provide that list to Jim. Hearing Video, 2:41:12. Jim will then choose one (1) of the three (3) psychiatrists and the parties have agreed to cooperate in scheduling

Hannah to be evaluated by the psychiatrist. Hearing Video, 2:41:12. THE COURT FURTHER FINDS that the solution to helping Hannah is not to have her live primarily with Minh. Hearing Video, 2:45:38.

THE COURT FURTHER NOTES that following the April 13, 2021 hearing, on April 23, 2021, both parties submitted their health insurance summary policies with information regarding the benefits provided.

THE COURT FURTHER NOTES that the Court's decision regarding the health insurance was continued and placed on the Court's chambers calendar for April 27, 2021.

THE COURT FURTHER FINDS that, after review of the health insurance plan documents from both parties, Minh's private health insurance plan does provide benefits similar to Jim's group health insurance plan.

THE COURT FURTHER NOTES that it issued a Minute Order on April 28, 2021 regarding the health insurance determination, which orders stated therein are also set forth below.

NOW, THEREFORE,

THE COURT HEREBY ORDERS that Minh shall be responsible for all custody exchanges that do not occur at the children's school, and such custody exchanges shall continue to occur at the Lake Las Vegas South Shore guard station. Hearing Video, 1:48:25; 2:06:21.

THE COURT FURTHER ORDERS that the non-custodial parent may call the children on Saturdays, Mondays, and Wednesdays at 7:30 p.m., and such calls shall be limited to ten (10) minutes with each child. Hearing Video, 1:49:00; 2:07:27. The custodial parent must answer the call and the children must get on the call. Hearing Video, 1:49:10. If the children want to end the call early, it is between the children and

the non-custodial parent. The custodial parent shall not interfere with the calls. Hearing Video, 1:49:24.

THE COURT FURTHER ORDERS that both parties shall complete a high conflict (eight (8) or twelve (12) hour) online course and a Teen Triple P (Teen Positive Parenting Program) online course provided through the Parenting Project. Hearing Video, 1:50:07. THE COURT FURTHER ORDERS that the parties shall file proof of completion of both courses with the Court prior to filing another motion regarding child issues. Hearing Video, 1:50:36. If either party files a motion without first having filed proof of completion of both courses, the Court will issue a Minute Order denying the motion. Hearing Video, 1:50:41.

THE COURT FURTHER ORDERS that Hannah shall continue therapy sessions with Nate Minetto until Mr. Minetto determines she may be exited from therapy. Hearing Video, 1:55:35.

THE COURT FURTHER ORDERS that both parties shall submit their health insurance summary policies with information regarding the benefits provided by April 23, 2021. Both parties did, in fact, submit their health insurance summary policies with information regarding the benefits provided on April 23, 2021.

THE COURT FURTHER ORDERS that the Court's decision regarding the health insurance shall be continued and placed on the Court's chambers calendar for April 27, 2021 at 2:00 a.m. The Court issued its Minute Order regarding same on April 28, 2021.

THE COURT FURTHER ORDERS that as of January 1, 2021, both Minh and Jim shall provide health insurance coverage for their three (3) minor children, either through their employer or through a private

health insurance plan. THE COURT FURTHER ORDERS that the parties should be able to minimize their out-of-pocket medical expenses for their minor children by using both plans through standard coordination of benefits rules. THE COURT FURTHER ORDERS that both parents shall provide the other parent with a copy of their insurance identification cards and both parents shall provide both identification cards to all providers for the minor children in order to minimize the out-of-pocket expenses.

THE COURT FURTHER ORDERS that in the event either parent becomes unable to provide health insurance coverage for the children, they shall immediately notify the other parent in writing.

THE COURT FURTHER ORDERS that during any period of time that the children are only covered by one health insurance plan, the parent without insurance coverage shall reimburse the parent with insurance coverage for one-half (½) of the cost to provide health insurance coverage for the children only (upon providing written proof of that cost) for each month that the parent is without insurance coverage. THE COURT FURTHER ORDERS that Minh shall reimburse Jim $1,296.00 for her one-half (½) portion of the children's health insurance for the months of October, November, and December 2020 (i.e., $432.00 per month) given she did not have a health insurance policy for the children during those months. Hearing Video, 2:03:01; 2:26:10.

THE COURT FURTHER ORDERS that so long as the children are covered by two (2) policies, each parent shall solely pay their own insurance policy costs. THE COURT FURTHER ORDERS that the parents shall continue to equally share any and all medical, dental, vision, orthodontic,

and mental health expenses for their children that are not covered by their health insurance plans pursuant to the 30/30 rule already set forth in the Findings of Fact, Conclusions of Law, and Decree of Divorce, entered March 26, 2021.

THE COURT FURTHER ORDERS that the case shall be CLOSED upon entry of this Order.

Dated this 18th day of May, 2021

958 B6F BC73 2006
Dawn R. Throne
District Court Judge

DISTRICT COURT JUDGE

Respectfully submitted:
THE DICKERSON KARACSONYI LAW GROUP

/s/ *Sabrina M. Dolson*

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

Approved as to form and content:
PAGE LAW FIRM

SIGNATURE NOT PROVIDED
FRED PAGE, ESQ.
Nevada Bar No. 006080
6930 South Cimarron Road,
Suite 140
Las Vegas, Nevada 89113
Attorney for Defendant

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

James W. Vahey, Plaintiff	CASE NO: D-18-581444-D
vs.	DEPT. NO. Department U
Minh Nguyet Luong, Defendant.	

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 5/18/2021

Sabrina Dolson	Sabrina@thedklawgroup.com
Robert Dickerson	Bob@thedklawgroup.com
Info info email	info@thedklawgroup.com
Fred Page	fpage@pagelawoffices.com
Edwardo Martinez	edwardo@thedklawgroup.com

117

117

Electronically Filed
5/19/2021 9:08 AM
Steven D. Grierson
CLERK OF THE COURT

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

Attorneys for Plaintiff

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

JAMES W. VAHEY, Plaintiff, v. MINH NGUYET LUONG, Defendant.	CASE NO.: D-18-581444-D DEPT NO.: U

NOTICE OF ENTRY OF ORDER FROM APRIL 13, 2021 HEARING AND APRIL 28, 2021 MINUTE ORDER

TO: MINH NGUYET LUONG, Defendant; and

TO: FRED PAGE, ESQ. of PAGE LAW FIRM, Attorney for Defendant:

. . .

. . .

. . .

. . .

. . .

. . .

. . .

. . .

PLEASE TAKE NOTICE that an ORDER FROM APRIL 13, 2021 HEARING AND APRIL 28, 2021 MINUTE ORDER, a true and correct copy of which is attached hereto, was entered in the above-entitled matter on the 18th day of May, 2021.

DATED this 19th day of May, 2021.

THE DICKERSON KARACSONYI LAW GROUP

By /s/ *Sabrina M. Dolson*

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

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of THE DICKERSON KARACSONYI LAW GROUP, and that on this 19th day of May, 2021, I caused the above and foregoing document entitled NOTICE OF ENTRY OF ORDER FROM APRIL 13, 2021 HEARING AND APRIL 28, 2021 MINUTE ORDER to be served as follows:

[X] pursuant to NRCP 5(b)(2)(E) 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;

[ ] to be sent via facsimile, by duly executed consent for service by electronic means

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

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

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

/s/ Edwardo Martinez
An employee of The Dickerson Karacsonyi Law Group

ELECTRONICALLY SERVED
5/18/2021 11:40 AM

Electronically Filed
05/18/2021 11:39 AM
CLERK OF THE COURT

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

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

JAMES W. VAHEY, Plaintiff, v. MINH NGUYET LUONG, Defendant.	CASE NO. D-18-581444-D DEPT NO. U

ORDER FROM APRIL 13, 2021 HEARING AND APRIL 28, 2021 MINUTE ORDER

This matter having come before the Honorable Judge Dawn R. Throne, on the 13th day of April, 2021, for a Return Hearing on Plaintiff's Brief for April 13, 2021 Hearing ("Plaintiff's Brief"), and Defendant's Brief Regarding Outstanding Issues ("Defendant's Brief"). JAMES W. VAHEY ("Jim"), appearing telephonically with his attorney, SABRINA M. DOLSON, ESQ., of THE DICKERSON KARACSONYI LAW GROUP, present via Blue Jeans, and Defendant, MINH NGUYET LUONG ("Minh"), present via

Blue Jeans with her attorney, FRED PAGE, ESQ., of PAGE LAW FIRM. The Court also took the issue of health insurance coverage for the minor children under submission and placed a hearing on the Chambers Calendar for April 27, 2021 to consider Document Filed Pursuant to Court Order: Plaintiff's United Healthcare Insurance Policy Summary of Benefits and Coverage and Defendant's Documents Filed Regarding Outstanding Issues. The Court, having reviewed the papers and pleadings on file herein, having considered the argument of each party's counsel, and good cause appearing therefore, hereby FINDS and ORDERS as follows:

THE COURT HEREBY ADMONISHES the parties that the fighting needs to stop, the parties need to be civil to each other, and the parties need to put the children first. The Court further admonishes the parties that if they come before the Court again regarding parenting issues, a parenting coordinator may be appointed and a cooperative parenting course may be ordered, to be completed together, and whomever the Court believes to be the least cooperative may be responsible to pay for the costs. Hearing Video, 1:48:00; 1:50:51.

THE COURT HEREBY FINDS that with regard to the custody exchanges, Minh chose to reestablish her residence in Nevada over 35 miles from where Jim resides with the children and also far away from the children's current school campus. Hearing Video, 1:48:10. Based on Minh's choice of the location of her residence and the fact that Minh is only working part-time, Minh shall continue to be responsible for all custody exchanges that do not occur at the children's school, which shall continue to occur at the guard gate of Jim's community. Hearing Video, 1:48:10; 2:06:21.

THE COURT FURTHER FINDS that regarding the telephone contact issue, given the children's ages and the conflict between the parents, daily telephone contact with the non-custodial parent is excessive. Hearing Video, 1:48:38. The Court must put a limit on Minh interfering with Jim's custody time, and Jim has a right to check in with the children during Minh's custody weeks as well, which shall similarly be limited. Hearing Video, 2:51:10. The Court recognizes that Minh is undermining Jim's custody time and parenting authority, which is why the Court is setting these limits. Hearing Video, 2:51:10. Thus, it is in the children's best interest that the non-custodial parent may call the children on Saturdays, Mondays, and Wednesdays at 7:30 p.m., and such calls shall be limited to ten (10) minutes with each child. Hearing Video, 1:49:00; 2:07:27. The custodial parent must answer the call and the children must get on the call. Hearing Video, 1:49:10. If the children want to end the call early, it is between the children and the non-custodial parent. The custodial parent shall not interfere with the calls. Hearing Video, 1:49:24.

THE COURT FURTHER FINDS that it is in Hannah's best interest to continue therapy sessions with Nate Minetto until Mr. Minetto determines she may be exited from therapy. Hearing Video, 1:55:35.

THE COURT FURTHER FINDS that the parties have agreed to have Hannah evaluated by a psychiatrist. Hearing Video, 2:44:54. In order to select that provider, Minh will select three (3) potential psychiatrists to evaluate Hannah, and will provide that list to Jim. Hearing Video, 2:41:12. Jim will then choose one (1) of the three (3) psychiatrists and the parties have agreed to cooperate in scheduling

Hannah to be evaluated by the psychiatrist. Hearing Video, 2:41:12. THE COURT FURTHER FINDS that the solution to helping Hannah is not to have her live primarily with Minh. Hearing Video, 2:45:38.

THE COURT FURTHER NOTES that following the April 13, 2021 hearing, on April 23, 2021, both parties submitted their health insurance summary policies with information regarding the benefits provided.

THE COURT FURTHER NOTES that the Court's decision regarding the health insurance was continued and placed on the Court's chambers calendar for April 27, 2021.

THE COURT FURTHER FINDS that, after review of the health insurance plan documents from both parties, Minh's private health insurance plan does provide benefits similar to Jim's group health insurance plan.

THE COURT FURTHER NOTES that it issued a Minute Order on April 28, 2021 regarding the health insurance determination, which orders stated therein are also set forth below.

NOW, THEREFORE,

THE COURT HEREBY ORDERS that Minh shall be responsible for all custody exchanges that do not occur at the children's school, and such custody exchanges shall continue to occur at the Lake Las Vegas South Shore guard station. Hearing Video, 1:48:25; 2:06:21.

THE COURT FURTHER ORDERS that the non-custodial parent may call the children on Saturdays, Mondays, and Wednesdays at 7:30 p.m., and such calls shall be limited to ten (10) minutes with each child. Hearing Video, 1:49:00; 2:07:27. The custodial parent must answer the call and the children must get on the call. Hearing Video, 1:49:10. If the children want to end the call early, it is between the children and

the non-custodial parent. The custodial parent shall not interfere with the calls. Hearing Video, 1:49:24.

THE COURT FURTHER ORDERS that both parties shall complete a high conflict (eight (8) or twelve (12) hour) online course and a Teen Triple P (Teen Positive Parenting Program) online course provided through the Parenting Project. Hearing Video, 1:50:07. THE COURT FURTHER ORDERS that the parties shall file proof of completion of both courses with the Court prior to filing another motion regarding child issues. Hearing Video, 1:50:36. If either party files a motion without first having filed proof of completion of both courses, the Court will issue a Minute Order denying the motion. Hearing Video, 1:50:41.

THE COURT FURTHER ORDERS that Hannah shall continue therapy sessions with Nate Minetto until Mr. Minetto determines she may be exited from therapy. Hearing Video, 1:55:35.

THE COURT FURTHER ORDERS that both parties shall submit their health insurance summary policies with information regarding the benefits provided by April 23, 2021. Both parties did, in fact, submit their health insurance summary policies with information regarding the benefits provided on April 23, 2021.

THE COURT FURTHER ORDERS that the Court's decision regarding the health insurance shall be continued and placed on the Court's chambers calendar for April 27, 2021 at 2:00 a.m. The Court issued its Minute Order regarding same on April 28, 2021.

THE COURT FURTHER ORDERS that as of January 1, 2021, both Minh and Jim shall provide health insurance coverage for their three (3) minor children, either through their employer or through a private

health insurance plan. THE COURT FURTHER ORDERS that the parties should be able to minimize their out-of-pocket medical expenses for their minor children by using both plans through standard coordination of benefits rules. THE COURT FURTHER ORDERS that both parents shall provide the other parent with a copy of their insurance identification cards and both parents shall provide both identification cards to all providers for the minor children in order to minimize the out-of-pocket expenses.

THE COURT FURTHER ORDERS that in the event either parent becomes unable to provide health insurance coverage for the children, they shall immediately notify the other parent in writing.

THE COURT FURTHER ORDERS that during any period of time that the children are only covered by one health insurance plan, the parent without insurance coverage shall reimburse the parent with insurance coverage for one-half (½) of the cost to provide health insurance coverage for the children only (upon providing written proof of that cost) for each month that the parent is without insurance coverage. THE COURT FURTHER ORDERS that Minh shall reimburse Jim $1,296.00 for her one-half (½) portion of the children's health insurance for the months of October, November, and December 2020 (i.e., $432.00 per month) given she did not have a health insurance policy for the children during those months. Hearing Video, 2:03:01; 2:26:10.

THE COURT FURTHER ORDERS that so long as the children are covered by two (2) policies, each parent shall solely pay their own insurance policy costs. THE COURT FURTHER ORDERS that the parents shall continue to equally share any and all medical, dental, vision, orthodontic,

and mental health expenses for their children that are not covered by their health insurance plans pursuant to the 30/30 rule already set forth in the Findings of Fact, Conclusions of Law, and Decree of Divorce, entered March 26, 2021.

THE COURT FURTHER ORDERS that the case shall be CLOSED upon entry of this Order.

Dated this 18th day of May, 2021

958 B6F BC73 2006
Dawn R. Throne
District Court Judge

DISTRICT COURT JUDGE

Respectfully submitted:

THE DICKERSON KARACSONYI LAW GROUP

/s/ *Sabrina M. Dolson*

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

Approved as to form and content:

PAGE LAW FIRM

SIGNATURE NOT PROVIDED

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

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

James W. Vahey, Plaintiff	CASE NO: D-18-581444-D
vs.	DEPT. NO. Department U
Minh Nguyet Luong, Defendant.	

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 5/18/2021

Sabrina Dolson	Sabrina@thedklawgroup.com
Robert Dickerson	Bob@thedklawgroup.com
Info info email	info@thedklawgroup.com
Fred Page	fpage@pagelawoffices.com
Edwardo Martinez	edwardo@thedklawgroup.com

118

118

Electronically Filed
6/14/2021 1:08 PM
Steven D. Grierson
CLERK OF THE COURT

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

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

JAMES W. VAHEY, Plaintiff, vs. MINH NGUYET LUONG, Defendant.	Case No.: D-18-581444-D Dept.: U

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN that Appellant, MINH NGUYET LUONG, by and through her counsel, Fred Page, Esq., hereby appeals to the Supreme Court of Nevada the Order from the April 13, 2021, Hearing and April 28, 2021, Minute Order which was filed on May 18, 2021, copies of which are attached hereto.

DATED this 14th day of June 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/Appellant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 14th day of June 2021 that the foregoing NOTICE OF APPEAL was served pursuant to NECFR 9 by e-service to Robert Dickerson, Esq. attorney for Plaintiff/Respondent

An employee of Page Law Firm

Electronically Filed
5/19/2021 9:08 AM
Steven D. Grierson
CLERK OF THE COURT

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

Attorneys for Plaintiff

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

JAMES W. VAHEY, Plaintiff, v. MINH NGUYET LUONG, Defendant.	CASE NO.: D-18-581444-D DEPT NO.: U

NOTICE OF ENTRY OF ORDER FROM APRIL 13, 2021 HEARING AND APRIL 28, 2021 MINUTE ORDER

TO: MINH NGUYET LUONG, Defendant; and

TO: FRED PAGE, ESQ. of PAGE LAW FIRM, Attorney for Defendant:

. . .

. . .

. . .

. . .

. . .

. . .

. . .

. . .

PLEASE TAKE NOTICE that an ORDER FROM APRIL 13, 2021 HEARING AND APRIL 28, 2021 MINUTE ORDER, a true and correct copy of which is attached hereto, was entered in the above-entitled matter on the 18th day of May, 2021.

DATED this 19th day of May, 2021.

THE DICKERSON KARACSONYI
LAW GROUP

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

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of THE DICKERSON KARACSONYI LAW GROUP, and that on this 19th day of May, 2021, I caused the above and foregoing document entitled NOTICE OF ENTRY OF ORDER FROM APRIL 13, 2021 HEARING AND APRIL 28, 2021 MINUTE ORDER to be served as follows:

[X] pursuant to NRCP 5(b)(2)(E) 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;

[ ] to be sent via facsimile, by duly executed consent for service by electronic means

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

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

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

/s/ Edwardo Martinez
An employee of The Dickerson Karacsonyi Law Group

ELECTRONICALLY SERVED
5/18/2021 11:40 AM

Electronically Filed
05/18/2021 11:39 AM
CLERK OF THE COURT

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

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

JAMES W. VAHEY, Plaintiff, v. MINH NGUYET LUONG, Defendant.	CASE NO. D-18-581444-D DEPT NO. U

ORDER FROM APRIL 13, 2021 HEARING AND APRIL 28, 2021 MINUTE ORDER

This matter having come before the Honorable Judge Dawn R. Throne, on the 13th day of April, 2021, for a Return Hearing on Plaintiff's Brief for April 13, 2021 Hearing ("Plaintiff's Brief"), and Defendant's Brief Regarding Outstanding Issues ("Defendant's Brief"). JAMES W. VAHEY ("Jim"), appearing telephonically with his attorney, SABRINA M. DOLSON, ESQ., of THE DICKERSON KARACSONYI LAW GROUP, present via Blue Jeans, and Defendant, MINH NGUYET LUONG ("Minh"), present via

Blue Jeans with her attorney, FRED PAGE, ESQ., of PAGE LAW FIRM. The Court also took the issue of health insurance coverage for the minor children under submission and placed a hearing on the Chambers Calendar for April 27, 2021 to consider Document Filed Pursuant to Court Order: Plaintiff's United Healthcare Insurance Policy Summary of Benefits and Coverage and Defendant's Documents Filed Regarding Outstanding Issues. The Court, having reviewed the papers and pleadings on file herein, having considered the argument of each party's counsel, and good cause appearing therefore, hereby FINDS and ORDERS as follows:

THE COURT HEREBY ADMONISHES the parties that the fighting needs to stop, the parties need to be civil to each other, and the parties need to put the children first. The Court further admonishes the parties that if they come before the Court again regarding parenting issues, a parenting coordinator may be appointed and a cooperative parenting course may be ordered, to be completed together, and whomever the Court believes to be the least cooperative may be responsible to pay for the costs. Hearing Video, 1:48:00; 1:50:51.

THE COURT HEREBY FINDS that with regard to the custody exchanges, Minh chose to reestablish her residence in Nevada over 35 miles from where Jim resides with the children and also far away from the children's current school campus. Hearing Video, 1:48:10. Based on Minh's choice of the location of her residence and the fact that Minh is only working part-time, Minh shall continue to be responsible for all custody exchanges that do not occur at the children's school, which shall continue to occur at the guard gate of Jim's community. Hearing Video, 1:48:10; 2:06:21.

THE COURT FURTHER FINDS that regarding the telephone contact issue, given the children's ages and the conflict between the parents, daily telephone contact with the non-custodial parent is excessive. Hearing Video, 1:48:38. The Court must put a limit on Minh interfering with Jim's custody time, and Jim has a right to check in with the children during Minh's custody weeks as well, which shall similarly be limited. Hearing Video, 2:51:10. The Court recognizes that Minh is undermining Jim's custody time and parenting authority, which is why the Court is setting these limits. Hearing Video, 2:51:10. Thus, it is in the children's best interest that the non-custodial parent may call the children on Saturdays, Mondays, and Wednesdays at 7:30 p.m., and such calls shall be limited to ten (10) minutes with each child. Hearing Video, 1:49:00; 2:07:27. The custodial parent must answer the call and the children must get on the call. Hearing Video, 1:49:10. If the children want to end the call early, it is between the children and the non-custodial parent. The custodial parent shall not interfere with the calls. Hearing Video, 1:49:24.

THE COURT FURTHER FINDS that it is in Hannah's best interest to continue therapy sessions with Nate Minetto until Mr. Minetto determines she may be exited from therapy. Hearing Video, 1:55:35.

THE COURT FURTHER FINDS that the parties have agreed to have Hannah evaluated by a psychiatrist. Hearing Video, 2:44:54. In order to select that provider, Minh will select three (3) potential psychiatrists to evaluate Hannah, and will provide that list to Jim. Hearing Video, 2:41:12. Jim will then choose one (1) of the three (3) psychiatrists and the parties have agreed to cooperate in scheduling

Hannah to be evaluated by the psychiatrist. Hearing Video, 2:41:12. THE COURT FURTHER FINDS that the solution to helping Hannah is not to have her live primarily with Minh. Hearing Video, 2:45:38.

THE COURT FURTHER NOTES that following the April 13, 2021 hearing, on April 23, 2021, both parties submitted their health insurance summary policies with information regarding the benefits provided.

THE COURT FURTHER NOTES that the Court's decision regarding the health insurance was continued and placed on the Court's chambers calendar for April 27, 2021.

THE COURT FURTHER FINDS that, after review of the health insurance plan documents from both parties, Minh's private health insurance plan does provide benefits similar to Jim's group health insurance plan.

THE COURT FURTHER NOTES that it issued a Minute Order on April 28, 2021 regarding the health insurance determination, which orders stated therein are also set forth below.

NOW, THEREFORE,

THE COURT HEREBY ORDERS that Minh shall be responsible for all custody exchanges that do not occur at the children's school, and such custody exchanges shall continue to occur at the Lake Las Vegas South Shore guard station. Hearing Video, 1:48:25; 2:06:21.

THE COURT FURTHER ORDERS that the non-custodial parent may call the children on Saturdays, Mondays, and Wednesdays at 7:30 p.m., and such calls shall be limited to ten (10) minutes with each child. Hearing Video, 1:49:00; 2:07:27. The custodial parent must answer the call and the children must get on the call. Hearing Video, 1:49:10. If the children want to end the call early, it is between the children and

the non-custodial parent. The custodial parent shall not interfere with the calls. Hearing Video, 1:49:24.

THE COURT FURTHER ORDERS that both parties shall complete a high conflict (eight (8) or twelve (12) hour) online course and a Teen Triple P (Teen Positive Parenting Program) online course provided through the Parenting Project. Hearing Video, 1:50:07. THE COURT FURTHER ORDERS that the parties shall file proof of completion of both courses with the Court prior to filing another motion regarding child issues. Hearing Video, 1:50:36. If either party files a motion without first having filed proof of completion of both courses, the Court will issue a Minute Order denying the motion. Hearing Video, 1:50:41.

THE COURT FURTHER ORDERS that Hannah shall continue therapy sessions with Nate Minetto until Mr. Minetto determines she may be exited from therapy. Hearing Video, 1:55:35.

THE COURT FURTHER ORDERS that both parties shall submit their health insurance summary policies with information regarding the benefits provided by April 23, 2021. Both parties did, in fact, submit their health insurance summary policies with information regarding the benefits provided on April 23, 2021.

THE COURT FURTHER ORDERS that the Court's decision regarding the health insurance shall be continued and placed on the Court's chambers calendar for April 27, 2021 at 2:00 a.m. The Court issued its Minute Order regarding same on April 28, 2021.

THE COURT FURTHER ORDERS that as of January 1, 2021, both Minh and Jim shall provide health insurance coverage for their three (3) minor children, either through their employer or through a private

health insurance plan. THE COURT FURTHER ORDERS that the parties should be able to minimize their out-of-pocket medical expenses for their minor children by using both plans through standard coordination of benefits rules. THE COURT FURTHER ORDERS that both parents shall provide the other parent with a copy of their insurance identification cards and both parents shall provide both identification cards to all providers for the minor children in order to minimize the out-of-pocket expenses.

THE COURT FURTHER ORDERS that in the event either parent becomes unable to provide health insurance coverage for the children, they shall immediately notify the other parent in writing.

THE COURT FURTHER ORDERS that during any period of time that the children are only covered by one health insurance plan, the parent without insurance coverage shall reimburse the parent with insurance coverage for one-half (½) of the cost to provide health insurance coverage for the children only (upon providing written proof of that cost) for each month that the parent is without insurance coverage. THE COURT FURTHER ORDERS that Minh shall reimburse Jim $1,296.00 for her one-half (½) portion of the children's health insurance for the months of October, November, and December 2020 (i.e., $432.00 per month) given she did not have a health insurance policy for the children during those months. Hearing Video, 2:03:01; 2:26:10.

THE COURT FURTHER ORDERS that so long as the children are covered by two (2) policies, each parent shall solely pay their own insurance policy costs. THE COURT FURTHER ORDERS that the parents shall continue to equally share any and all medical, dental, vision, orthodontic,

and mental health expenses for their children that are not covered by their health insurance plans pursuant to the 30/30 rule already set forth in the Findings of Fact, Conclusions of Law, and Decree of Divorce, entered March 26, 2021.

THE COURT FURTHER ORDERS that the case shall be CLOSED upon entry of this Order.

Dated this 18th day of May, 2021

958 B6F BC73 2006
Dawn R. Throne
District Court Judge

DISTRICT COURT JUDGE

Respectfully submitted:

THE DICKERSON KARACSONYI LAW GROUP

/s/ Sabrina M. Dolson

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

Approved as to form and content:

PAGE LAW FIRM

SIGNATURE NOT PROVIDED

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

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

James W. Vahey, Plaintiff	CASE NO: D-18-581444-D
vs.	DEPT. NO. Department U
Minh Nguyet Luong, Defendant.	

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 5/18/2021

Sabrina Dolson	Sabrina@thedklawgroup.com
Robert Dickerson	Bob@thedklawgroup.com
Info info email	info@thedklawgroup.com
Fred Page	fpage@pagelawoffices.com
Edwardo Martinez	edwardo@thedklawgroup.com

119

119

Electronically Filed
08/08/2021 10:26 PM
CLERK OF THE COURT

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

Attorneys for Plaintiff

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

JAMES W. VAHEY, Plaintiff, v. MINH NGUYET LUONG, Defendant.	CASE NO. D-18-581444-D DEPT NO. U

STIPULATION AND ORDER MODIFYING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECREE OF 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 Defendant, MINH NGUYET LUONG ("Minh"), by and through her attorney, FRED PAGE, ESQ., of PAGE LAW FIRM, and hereby stipulate and agree as follows:

WHEREAS, on September 4, 2020, the Court concluded the trial on this divorce case and orally announced on the Court's Record the termination of the parties' marriage.

WHEREAS, the parties intended to, but inadvertently did not, include a provision in the Findings of Fact, Conclusions of Law, and Decree of Divorce ("Decree of Divorce") entered by the Court on March 26, 2021, providing that the Decree of Divorce would be entered *nunc pro tunc* as of the date of the evidentiary hearing, September 4, 2020.

WHEREAS, the parties stipulate and agree that the parties' divorce should be effective as of September 4, 2020.

Now therefore,

IT IS HEREBY STIPULATED that the Decree of Divorce is entered *nunc pro tunc* as of September 4, 2020.

Dated August 6, 2021

THE DICKERSON KARACSONYI LAW GROUP

Sabrina M. Dolson

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

Dated 8-5-21

PAGE LAW FIRM

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

ORDER

Based upon the foregoing Stipulation of the parties, and good cause appearing therefore,

IT IS HEREBY ORDERED that the Decree of Divorce is entered *nunc pro tunc* as of September 4, 2020.

Dated this 8th day of August, 2021

DISTRICT COURT JUDGE

959 7E0 A4FB 3541
Dawn R. Throne
District Court Judge

Respectfully submitted by:

THE DICKERSON KARACSONYI LAW GROUP

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

PAGE LAW FIRM

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

Vahey v. Luong, Case N. D-18-581444-D, Stipulation and Order Modifying Findings of Fact, Conclusions of Law, and Decree of Divorce

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

James W. Vahey, Plaintiff vs. Minh Nguyet Luong, Defendant.	CASE NO: D-18-581444-D DEPT. NO. Department U

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Stipulation and Order was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 8/8/2021

Sabrina Dolson	Sabrina@thedklawgroup.com
Robert Dickerson	Bob@thedklawgroup.com
Info info email	info@thedklawgroup.com
Fred Page	fpage@pagelawoffices.com
Edwardo Martinez	edwardo@thedklawgroup.com
Admin Admin	Admin@pagelawoffices.com

120

120

Electronically Filed
8/9/2021 1:04 PM
Steven D. Grierson
CLERK OF THE COURT

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

Attorneys for Plaintiff

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

JAMES W. VAHEY, Plaintiff, v. MINH NGUYET LUONG, Defendant.	CASE NO.: D-18-581444-D DEPT NO.: U

NOTICE OF ENTRY OF STIPULATION AND ORDER MODIFYING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECREE OF DIVORCE

TO: MINH NGUYET LUONG, Defendant; and

TO: FRED PAGE, ESQ. of PAGE LAW FIRM, Attorney for Defendant:

PLEASE TAKE NOTICE that a STIPULATION AND ORDER MODIFYING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND

. . .

. . .

. . .

. . .

. . .

DECREE OF DIVORCE, a true and correct copy of which is attached hereto, was entered in the above-entitled matter on the 8th day of August, 2021.

DATED this 9th day of August, 2021.

THE DICKERSON KARACSONYI
LAW GROUP

By Sabrina M. Dolson

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

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of THE DICKERSON KARACSONYI LAW GROUP, and that on this 9th day of August, 2021, I caused the above and foregoing document entitled NOTICE OF ENTRY OF STIPULATION AND ORDER MODIFYING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECREE OF DIVORCE to be served as follows:

[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;

[ ] to be sent via facsimile, by duly executed consent for service by electronic means

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

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

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

/s/ Edwardo Martinez
An employee of The Dickerson Karacsonyi Law Group

ELECTRONICALLY SERVED
8/8/2021 10:26 PM

Electronically Filed
08/08/2021 10:26 PM
CLERK OF THE COURT

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

Attorneys for Plaintiff

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

JAMES W. VAHEY, Plaintiff, v. MINH NGUYET LUONG, Defendant.	CASE NO. D-18-581444-D DEPT NO. U

STIPULATION AND ORDER MODIFYING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECREE OF 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 Defendant, MINH NGUYET LUONG ("Minh"), by and through her attorney, FRED PAGE, ESQ., of PAGE LAW FIRM, and hereby stipulate and agree as follows:

WHEREAS, on September 4, 2020, the Court concluded the trial on this divorce case and orally announced on the Court's Record the termination of the parties' marriage.

WHEREAS, the parties intended to, but inadvertently did not, include a provision in the Findings of Fact, Conclusions of Law, and Decree of Divorce ("Decree of Divorce") entered by the Court on March 26, 2021, providing that the Decree of Divorce would be entered *nunc pro tunc* as of the date of the evidentiary hearing, September 4, 2020.

WHEREAS, the parties stipulate and agree that the parties' divorce should be effective as of September 4, 2020.

Now therefore,

IT IS HEREBY STIPULATED that the Decree of Divorce is entered *nunc pro tunc* as of September 4, 2020.

Dated August 6, 2021

THE DICKERSON KARACSONYI LAW GROUP

Sabrina M. Dolson

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

Dated 8-5-21

PAGE LAW FIRM

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

ORDER

Based upon the foregoing Stipulation of the parties, and good cause appearing therefore,

IT IS HEREBY ORDERED that the Decree of Divorce is entered *nunc pro tunc* as of September 4, 2020.

Dated this 8th day of August, 2021

DISTRICT COURT JUDGE

959 7E0 A4FB 3541
Dawn R. Throne
District Court Judge

Respectfully submitted by:

THE DICKERSON KARACSONYI LAW GROUP

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

PAGE LAW FIRM

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

Vahey v. Luong, Case N. D-18-581444-D, Stipulation and Order Modifying Findings of Fact, Conclusions of Law, and Decree of Divorce

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

James W. Vahey, Plaintiff vs. Minh Nguyet Luong, Defendant.	CASE NO: D-18-581444-D DEPT. NO. Department U

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Stipulation and Order was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 8/8/2021

Sabrina Dolson	Sabrina@thedklawgroup.com
Robert Dickerson	Bob@thedklawgroup.com
Info info email	info@thedklawgroup.com
Fred Page	fpage@pagelawoffices.com
Edwardo Martinez	edwardo@thedklawgroup.com
Admin Admin	Admin@pagelawoffices.com

121

121

Electronically Filed
8/16/2021 1:32 PM
Steven D. Grierson
CLERK OF THE COURT

SUPP
FRED PAGE, ESQ.
NEVADA BAR NO. 6080
PAGE LAW FIRM
6930 SOUTH CIMARRON RD., 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

DEFENDANT'S NOTICE OF COMPLETION OF COOPERATIVE PARENTING CLASS

Defendant, MINH NGUYET LUONG, by and through her counsel, Fred Page, Esq., hereby attaches her Certificate of Completion of the Parenting Without

Conflict course, as well as the Positive Parenting Program.

DATED this 16th day of August 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

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 16th day of August 2021 that the foregoing CERTIFICATE OF COMPLETION was served pursuant to NEFCR 9 via e-service to Robert P. Dickerson, Esq. and Sabrina M. Dolson, Esq., attorneys for Plaintiff.

An employee of Page Law Firm

Online Parenting Programs

Able 2 Adjust, Inc ™

PO BOX 3808

Rancho Bernardo, CA 92463-3808

(866) 671-2862

CERTIFICATE OF COMPLETION

This certifies that

minh luong

has successfully completed the

8 Hour - Parenting Without Conflict

Date of Birth	Jul 15, 2021
Date of Completion	Aug 08, 2021
Case or Docket No.	D-18-581444-D
District	Clark, Nevada
Administrator	OnlineParentingPrograms
Certificate	OPP_41296216
Certificate Type	Electronic

IMPORTANT NOTIFICATION

Bill Eddy

Bill Eddy LCSW, Esq
New Ways for Families®

VERIFICATION URL

https://www.onlineparentingprograms.com/view-certificate/60f082269659c.html

Certificate

Triple P
Positive Parenting Program
for every parent

Teen Triple P Online

Positive Parenting Program

Awarded to

minh luong

in recognition of completing Teen Triple P Online.

Professor Matt Sanders

Date: Aug 14, 2021

Badges earned

122

122

Electronically Filed
9/27/2021 6:07 PM
Steven D. Grierson
CLERK OF THE COURT

MOT
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 REQUESTED**

ORAL ARGUMENT REQUESTED __X__ YES ____ NO

DEFENDANT'S MOTION TO CORRECT CLERICAL ERROR IN THE DECREE OF DIVORCE REGARDING THE 529 ACCOUNTS, OR IN THE ALTERNATIVE, TO SET ASIDE THE TERMS IN THE DECREE OF DIVORCE REGARDING THE DIVISION OF THE 529 ACCOUNTS AND FOR ATTORNEY'S FEES AND COSTS

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

COMES NOW, Defendant, MINH NGUYET LUONG, by and through her counsel, Fred Page, Esq. and hereby submits her Motion to Correct Clerical Error

in the Decree of Divorce Regarding the 529 Accounts, or in the Alternative, to Set Aside the Terms in the Decree of Divorce Regarding the Division of the 529 Accounts and for Attorney's Fees and Costs. This Motion is based upon the papers and pleadings on file, the attached Points and Authorities and any oral argument that this Court may wish to entertain.

DATED this 27th day of September 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

POINTS AND AUTHORITIES
I.
FACTUAL BACKGROUND

Defendant, MINH LUONG (hereinafter "Minh") and Plaintiff, JAMES VAHEY (hereinafter "Jim"), were married to each other on July 8, 2006, in Henderson, Nevada and have been husband and wife since that time as the Decree of Divorce has not yet been entered. There are three minor children the issue of the marriage to wit: Hannah Vahey March 19, 2009 (age 12), Matthew Vahey, June 26, 2010, (age 11) and Selena Vahey, April 4, 2014, (age 7).[1]

Shortly before the parties were married to each other, Jim insisted that the parties have a prenuptial agreement. In the prenuptial agreement, Jim wanted that all of the income that he would earn after marriage would remain his sole and separate property and that all of the income that Minh would earn after the date of marriage would remain her sole and separate property.

Shortly after each of the children were born, Minh, and Minh's family, contributed $382,203.00 of sole and separate property toward the educational funds for the children. Jim made a contribution of his sole and separate property $113,473.75.

[1] The issues for which resolution and/or clarification is being sought in this Motion are relatively narrow, and because the case has been extensively litigated a more detailed and lengthy factual background section is being omitted.

At the conclusion of the evidentiary hearing on September 4, 2020, the Court made the following statement and order as it related to the 529 accounts for the children:

> The 529 account shall be divided based upon the contribution of percentage. Plaintiff shall receive 25% of the account and control it for the benefit of the children and Defendant shall receive 75% of the account and control it for the benefit of the children.

On March 26, 2021, the Findings of Fact, Conclusions of Law, and Decree of Divorce was entered. On page 24, of the Decree, the following language was included,

> IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the 529 accounts the parties established for their children shall each be divided into two (2) separate accounts (529 accounts), with MINH having one (1) such account in her name for the benefit of the children, and JIM having the other account in his name for the benefit of the children. In this regard, MINH shall be entitled to receive seventy five percent (75%) of the monies currently held in the 529 accounts, and JIM shall receive the remaining twenty five percent (25%) of the monies held in the 529 accounts. Such accounts shall be held by each party for the benefit of the children and shall continue to be held by each party in trust for the child 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.

The last hearing on this matter was on April 13, 2021. At that hearing, the following orders were entered.

1. Minh was continue providing 100 percent of the transportation when the exchanges were not occurring at the school.
2. The non-custodial parent was to have phone calls with the children on Mondays, Wednesdays, and Saturdays at 7:30 p.m. and the calls were to be limited to 10 minutes per child.
3. The parties were to complete a high conflict, 8 or 12 hours, high conflict parenting course as well as Teen Triple P online course. The parties were to file proof of the completion of both courses before filing another motion. If the parties come before the court with parenting issues, a parenting coordinator may be appointed.
4. Minh was to select three names for a psychiatrist and provide them to Jim. One of the three names was to be selected by Jim.

On April 28, 2021, the Court issued a Minute Order regarding health insurance. In the Minute Order, the Court found the Minh's health insurance plan provided benefits similar to Jim's health insurance plan. It was ordered that both Minh and Jim provide health insurance for the children.

On June 14, 2021, Minh filed her Notice of Appeal regarding the Order from the April 13, 2021, hearing and the April 28, Minute Order.

Over the summer, Dr. Michelle Fontennelle-Gilmer was selected to be the psychiatrist for Hannah.

On August 8, 2021, a Stipulation and Order agreeing to enter the Decree of Divorce *nunc pro tunc* to September 4, 2020, was entered.

On August 16, 2021, Minh filed her notices of that she had completed a high conflict online parenting course and the Teen Triple P online course.

On September 17, 2021, the parties attended an appellate settlement conference. At the settlement conference, the parties were able to resolve their outstanding issues. A Memorandum of Understanding was drafted and was signed by the attorneys. The following relevant agreements were set forth in the Memorandum of Understanding:

1. Hannah would continue being seen by Dr. Fontanelle-Gilmer, a child psychiatrist.
2. Dr. Fontantelle-Gilmer would be empowered to make recommendations regarding Hannah. Dr. Fontanelle-Gilmer concludes she is unable to conduct the type of forensic evaluation to make such recommendations, then she would have the authority to refer the matter to another child psychiatrist in Clark County to conduct such a forensic evaluation as Dr. Michelle Fontanelle-Gilmer deems necessary for the purpose of making any recommendations.

3. If Dr. Fontenelle-Gilmer recommended that a change in custody, visitation, timeshare, transportation, phone calls, etc. was in the children's best interest, the parties were to follow her recommendations.

Because an agreement was reached the appeal was dismissed.

On September 20, 2021, Adam Udy of Every Season Wealth Management provided an analysis and Declaration regarding the amounts contributed by Minh and her family and the amounts contributed by Jim toward the children's educational funds. Mr. Udy's analysis showed that the percentages in the Decree were incorrect. Mr. Udy's analysis showed that Minh and her family contributed 77.11 percent of the total value to the 529 accounts and Jim contributed 22.89 percent of the total value to the 529 accounts.[2]

II.
GOVERNING LAW AND ARGUMENT

Minh has done what she can to try and resolve the matter outside of Court has required by Eighth District Court Rule 5.501.

A. The Percentage Awarded to Jim for the 529 Account in the Decree is a Clerical Error That Should be Corrected Under NRCP 60(a)

A math error is a clerical error. Nevada Rule of Civil Procedure 60(a) states, "The court may correct a clerical mistake or a mistake arising from oversight or omission whenever one is found in a judgment, order, or other part of

[2] A copy of the analysis conducted Mr. Udy dated September 25, 2021, is attached for the Court's convenience as Exhibit A

the record." In *McKissick v. McKissick*, 93 Nev. 139, 141, 520 P.2d 1366, 1368 (1977), the Supreme Court held that clerical errors can be corrected at any time under NRCP 60(a), citing to *Alamo Irrigation Co. v. United States*, 81 Nev. 390, 404 P.2d 5 (1965).

The error that occurred in determining the percentages of who is the trustee of the 529 accounts is a clerical. As such, the error can be corrected at any time. The calculations provided by Mr. Udy appear to be relatively straightforward and should be adopted by this Court.

B. In the Alternative, the Percentage Awarded to Jim for the 529 Account in the Decree Should be Corrected Under NRCP 60(b)

To the extent that the Court does not believe that there is a clerical error in the percentages, the terms regarding the 529 accounts can be aside under Nevada Rule of Civil Procedure 60(b)(1). The Rule provides a district court with authority to set aside an Order, in full, or in part, when there is mistake, inadvertence, surprise, or excusable neglect. The Rule states,

> On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:
>
> (1) mistake, inadvertence, surprise, or excusable neglect;
>
> . . .
>
> (c)(1) a motion under Rule 60(b) must be made within a reasonable time — and for reasons (1), (2), and (3) no more than 6 months after the date of the proceeding or the date of service of

> written notice of entry of the judgment or order, whichever date is later. The time for filing the motion cannot be extended under Rule 6(b).

Minh's request is timely.

In *Lesley v. Lesley*, 113 Nev. 727, 941 P.2d 451 (1997) held that the factors to be applied by the court in an NRCP 60(b)(1) motion are whether the movant:

1. Promptly applied to remove the judgment;
2. lacked intent to delay the proceedings;
3. demonstrated good faith; and
4. lacked knowledge of procedural requirements; and
5. the court must consider the general policy in favor of resolving issues on their merits.

In *Lesley, supra*, Supreme Court stated that when it reviews district court decisions on NRCP 60(b) motions, it also examines whether the case "should be tried on the merits for policy reasons," citing *Kahn v. Orme*, 108 Nev. 510, 561, 835 P.2d 790,794 (1992). *Id. at* 113 Nev. at 734, 941 P.2d at 455

The Court in *Leslie* expanded on that holding further stating that: "This court has held that Nevada has a basic underlying policy that cases should be decided on the merits. . . Our policy is heightened in cases involving domestic relations matters," citing *Hotel Last Frontier v. Frontier Prop.* 79 Nev. 150, 380 P.2d 293 (1963); *Price v. Dunn* 106 Nev. 100, 787 P.2d 785 (1990).

The merits of this matter are that the 529 accounts should be divided accurately, and according to the parties' contributions in keeping with the terms of the prenuptial agreement that Jim wanted. Minh is applying promptly,[3] before the expiration of the deadline, has no intent to delay any proceedings, has good faith in bringing this motion, and lacks any firsthand knowledge as to any procedural requirements.

Accordingly, Minh's Motion should be granted and the parties should be directed to divide the 529 accounts according to the correct percentages.

C. Minh May be Awarded the Attorney's Fees She Has Incurred

Attorney's fees may be awarded to Minh under NRS 18.010(2)(b), NRS 125.040(1)(c), and NRS 150.140(3) and under *Brunzell v. Golden Gate National Bank*.[4] The factors can be addressed at the time of the hearing.

III.
CONCLUSION

WHEREFORE, based upon the foregoing, Defendant, MINH NGUYET LUONG, respectfully requests that the Court enter orders:

---

[3] There multiple Supreme Court holdings wherein it was approved to file on either the last possible or shortly before, See *Petersen v. Petersen* 105 Nev. 133, 771 P.2d 159 (1989); *Cook v. Cook*, 112 Nev. 179, 912 P.2d 264 (1996); *Carlson v. Carlson* 108 Nev. 358, 832 P.2d 380 (1992).

[4] 85 Nev. 345, 455 P.2d 31 (1969)

1. Entering the Decree with the following provisions.

a. The summer break be the beginning two weeks and the final two weeks with week on/week off in between requested by Minh be utilized.

b. That Minh receive Easter/Spring Break in the odd numbered years.

c. That the receiving parent pick up.

d. The Minh health insurance policy for the minor children be utilized.

2. That the Court order an interim change in custody of Hannah to try and arrest her precipitous decline in her academic performance and potentially avoid Hannah from being held back a grade.

3. That the Court order an interview of Hannah.

4. For attorney's fees and costs, and;

5. For any further relief the Court deems proper and just.

DATED this 27th day of September 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

DECLARATION IN SUPPORT OF MOTION

I, Minh Luong, declare, under penalty of perjury:

I have read this Motion, and the statements it contains are true and correct to the best of my knowledge, except as to those matters based on information and belief, and as to those matters, I believe them to be true. The statements contained in this motion are incorporated here as if set forth in full.

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

DATED this 27th day of September 2021

MINH LUONG

EXHIBIT A

EVERY SEASON
WEALTH MANAGEMENT
your life journey - our purpose

Declaration of Adam Udy

I, Adam Udy, on Sept 25th of 2021, being duly sworn, declares and state:

1. I am the licensed financial advisor/planner that has consulted both Dr. James Vahey and Dr. Minh Luong in financial strategy and investments since 2017, before the couple's divorce proceeding filed December 2018.
2. I was engaged for services via a signed consulting agreement by both parties. The scope of which was to review investment assets (including performance and expenses), asset allocation, college savings plans (529 Plans), discuss balance sheet and borrowing options, discuss and present model portfolios for retirement/pension plans (Combined Cash Balance Plan for their combined business), and present alternatives and be available for wealth strategy discussions.
3. From the records of the custodian (American Funds) for the college savings accounts, I was able to determine the funding deposits for the 529 accounts for the children. The deposits figures and dates were provided by American Funds and they provided the recourse for the deposits from Dr. Luong (attached separately). Dr. Vahey's contribution was done electronically from the investment firm.
4. **On Feb 6, 2012, when Dr. Vahey made his contribution of $113,473.75, the value of the total accounts solely contributed by Dr. Luong and her family for the children was $382,203 making the total funding by both parties at $495,676.74.**
   From these values, Dr. Luong had contributed 77.11% of the total value. The remaining 22.89% reflects the portion that Dr. Vahey had contributed to the total.

Respectfully,

Adam B. Udy, MS, MBA, CFP®

Private Wealth Advisor

1160 N. Town Center Drive, Suite 370, Las Vegas, NV 89144

p: 702.847.7424 | f: 702.847.7422

Securities offered through Registered Representatives of Cambridge Investment Research, Inc., a broker-dealer, member FINRA/SIPC. Advisory services through Cambridge Investment Research Advisors, Inc., a Registered Investment Advisor. Cambridge and Every Season Wealth Management are not affiliated.

123

123

Electronically Filed
9/28/2021 6:46 PM
Steven D. Grierson
CLERK OF THE COURT

CSERV
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/Counterclaimant.	Case No.: D-18-581444-D Dept.: U

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 28th day of September 2021, the foregoing Defendant's Motion to Correct Clerical Error in the Decree of Divorce Regarding the 529 Accounts, Or in the Alternative, To Set Aside the Terms in the Decree of Divorce Regarding the Division of the 529 Accounts, and for Attorney's Fees and Costs, and the corresponding Notice of Hearing was

served pursuant to NECFR 9 via e-service to Robert Dickerson, Esq., attorney for Plaintiff.

An employee of Page Law Firm

124

124

Electronically Filed
9/28/2021 12:02 PM
Steven D. Grierson
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA
****

James W. Vahey, Plaintiff vs. Minh Nguyet Luong, Defendant.	Case No.: D-18-581444-D Department U

NOTICE OF HEARING

Please be advised that the Defendant's Motion to Correct Clerical Error in the Decree of Divorce Regarding the 529 Accounts, or in the Alternative, to Set Aside the Terms in the Decree of Divorce Regarding the Division of the 529 Accounts and for Attorney's Fees and Costs in the above-entitled matter is set for hearing as follows:

Date: November 03, 2021

Time: 10:00 AM

Location: RJC Courtroom 05D
Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Pamela Woolery
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Pamela Woolery
Deputy Clerk of the Court

DISTRICT COURT
CLARK COUNTY, NEVADA
****

James W. Vahey, Plaintiff vs. Minh Nguyet Luong, Defendant.	Case No.: D-18-581444-D Department U

NOTICE OF HEARING

Please be advised that the Defendant's Motion to Correct Clerical Error in the Decree of Divorce Regarding the 529 Accounts, or in the Alternative, to Set Aside the Terms in the Decree of Divorce Regarding the Division of the 529 Accounts and for Attorney's Fees and Costs in the above-entitled matter is set for hearing as follows:

Date: November 03, 2021

Time: 10:00 AM

Location: RJC Courtroom 05D
Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Pamela Woolery
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Pamela Woolery
Deputy Clerk of the Court

125

125

Electronically Filed
10/12/2021 7:07 PM
Steven D. Grierson
CLERK OF THE COURT

NOTC
THE DICKERSON KARACSONYI LAW GROUP
ROBERT P. DICKERESON, ESQ.
Nevada Bar No. 000945
SABRINA M. DOLSON, ESQ.
Nevada Bar No. 013105
1645 Village Center Circle, Suite 291
Las Vegas, Nevada 89134
Telephone: (702) 388-8600
Facsimile: (702) 388-0210
Email: info@thedklawgroup.com

Attorneys for Plaintiff

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

JAMES W. VAHEY, Plaintiff, v. MINH NGUYET LUONG, Defendant.	CASE NO.: D-18-581444-D DEPT NO.: U

NOTICE OF CHANGE OF FIRM ADDRESS

PLEASE TAKE NOTICE that, effective immediately, THE DICKERSON KARACSONYI LAW GROUP ("TDKLG"), attorneys for Plaintiff, has a new office address as follows:

THE DICKERSON KARACSONYI LAW GROUP
1645 Village Center Circle, Suite 291
Las Vegas, Nevada 89134

. . .

. . .

. . .

. . .

Please direct all future pleading, papers, correspondence, etc. to the above-referenced address. TDKLG's telephone number, facsimile number, and email addresses remain unchanged.

DATED this 12th day of October, 2021.

THE DICKERSON KARACSONYI
LAW GROUP

By /s/ *Sabrina M. Dolson*

ROBERT P. DICKERESON, ESQ.
Nevada Bar No. 000945
SABRINA M. DOLSON, ESQ.
Nevada Bar No. 013105
1645 Village Center Circle, Suite 291
Las Vegas, Nevada 89134
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of THE DICKERSON KARACSONYI LAW GROUP, and that on this 12th day of October, 2021, I caused the above and foregoing document entitled NOTICE OF CHANGE OF FIRM ADDRESS to be served as follows:

[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;

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

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

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

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

/s/ Sabrina M. Dolson
An employee of The Dickerson Karacsonyi Law Group

126

126

Electronically Filed
10/12/2021 11:13 PM
Steven D. Grierson
CLERK OF THE COURT

EXHS
THE DICKERSON KARACSONYI LAW GROUP
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
SABRINA M. DOLSON, ESQ.
Nevada Bar No. 013105
1645 Village Center Circle, Suite 291
Las Vegas, Nevada 89134
Telephone: (702) 388-8600
Facsimile: (702) 388-0210
Email: info@thedklawgroup.com
Attorneys for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

JAMES W. VAHEY, Plaintiff, v. MINH NGUYET LUONG, Defendant.	CASE NO. D-18-581444-D DEPT NO. U

APPENDIX OF EXHIBITS IN SUPPORT OF PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO CORRECT CLERICAL ERROR IN THE DECREE OF DIVORCE REGARDING THE 529 ACCOUNTS, OR IN THE ALTERNATIVE, TO SET ASIDE THE TERMS IN THE DECREE OF DIVORCE REGARDING THE DIVISION OF THE 529 ACCOUNTS AND ATTORNEY'S FEES AND COSTS;

AND

EMERGENCY COUNTERMOTION FOR IMMEDIATE RETURN OF HANNAH TO JIM'S CUSTODY, AN ORDER THAT HANNAH IMMEDIATELY PARTICIPATE IN THERAPY WITH DR. DEE PIERCE, AN ORDER THAT HANNAH HAVE A FORENSIC PSYCHIATRIC EVALUATION, AN ORDER REQUIRING THE PARTIES TO PARTICIPATE IN CO-PARENTING COUNSELING WITH DR. BREE MULLIN, SOLE LEGAL CUSTODY, SCHOOL CHOICE DETERMINATION, RETURN OF CHILDREN'S PASSPORTS, AND ATTORNEYS' FEES AND COSTS

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 Plaintiff's Opposition to Defendant's Motion to Correct Clerical Error in the Decree of Divorce Regarding the 529 Accounts, or in the Alternative, to Set Aside the Terms in the Decree of Divorce Regarding the Division of the 529 Accounts and Attorney's Fees and Costs; and Countermotion for Immediate Return of Hannah to Jim's Custody, an Order that Hannah Immediately Participate in Therapy with Dr. Dee Pierce, an Order that Hannah Have a Forensic Psychiatric Evaluation, an Order Requiring the Parties to Participate in Co-Parenting Counseling with Dr. Bree Mullin, Sole Legal Custody, School Choice Determination, Return of Children's Passports, and Attorneys' Fees and Costs.

Title/Description of Document	**Exhibit Number**
Messages exchanged between Jim and Minh on Our Family Wizard from September 27-29, 2021	1
September 28, 2021 Text Messages from Jim to Minh	2
October 1, 2021 Text Message from Hannah to Jim	3
Plaintiff's Trial Exhibit 2, which was admitted into evidence at August 13 and September 4, 2020 trial	4
Plaintiff's Trial Exhibit 3, which was admitted into evidence at August 13 and September 4, 2020 trial	5
Plaintiff's Trial Exhibit 7, which was admitted into evidence at August 13 and September 4, 2020 trial	6

DATED this 12th day of October, 2021.

THE DICKERSON KARACSONYI LAW GROUP

By /s/ *Sabrina M. Dolson*
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
SABRINA M. DOLSON, ESQ.
Nevada Bar No. 013105
1645 Village Center Circle, Suite 291
Las Vegas, Nevada 89134
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of THE DICKERSON KARACSONYI LAW GROUP, and that on this 12th day of October, 2021, I caused the above and foregoing document entitled *Appendix of Exhibits in Support of Plaintiff's Opposition to Defendant's Motion to Correct Clerical Error in the Decree of Divorce Regarding the 529 Accounts, or in the Alternative, to Set Aside the Terms in the Decree of Divorce Regarding the Division of the 529 Accounts and Attorney's Fees and Costs; and Countermotion for Immediate Return of Hannah to Jim's Custody, an Order that Hannah Immediately Participate in Therapy with Dr. Dee Pierce, an Order that Hannah Have a Forensic Psychiatric Evaluation, an Order Requiring the Parties to Participate in Co-Parenting Counseling with Dr. Bree Mullin, Sole Legal Custody, School Choice Determination, Return of Children's Passports, and Attorneys' Fees and Costs* to be served as follows:

[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.

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

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

/s/ *Sabrina M. Dolson*
An employee of The Dickerson Karacsonyi Law Group

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

never has to give me a grocery list and I always have food for her and it is not her responsibility but yours to make sure there's food for her.

Hannah is 12 years old. She has been cooking food for herself for almost 3 years since you told me to get out of your house Jan 2019. Providing food for your children is the basic necessity that a parent is responsible for. She missed school today because you failed at your job. Hannah is already failing in school. This will cause her to further fall behind in school. Please reevaluate your priority. You are harming the children so much just so you can win.

Message 5 of 61

Sent: 09/24/2021 at 11:20 AM
From: James Vahey
To: minh luong (*First Viewed: 09/26/2021 at 06:29 AM*)
Subject: Hannah's School Work

I spoke with the school. Hannah can do school work from yesterday and today online. I forwarded an email from the school to you. She has a logic test today.

Message 6 of 61

Sent: 09/27/2021 at 08:27 PM
From: James Vahey
To: minh luong (*First Viewed: 09/27/2021 at 09:31 PM*)
Subject: Changing schools for Hannah

Today, Dr. Gilmer told me that she thought it would be good for Hannah to change schools. Dr. Gilmer also said that Hannah did not want to go back to Coral.
If you agree, let's look for another school for Hannah.

Message 7 of 61

Sent: 09/27/2021 at 09:46 PM
From: minh luong
To: James Vahey (*First Viewed: 09/28/2021 at 01:01 PM*)
Subject: RE: Changing schools for Hannah

Dr. Fontenelle thought that Earnest Becker would be good for Hannah since it would be more mellow. I also asked if Matthew would be able to attend Earnest Becker with Hannah and she agrees that it would be good for Hannah to have someone she knows at the new school. Matthew also dislike Challenger and had a melt down at the beginning of this school year. He would also like to move to the same school as Hannah. We agreed to take Dr. Fontenelle's recommendations for the children. I hope you will honor what you agreed to. I am going to take Matthew and Hannah there tomorrow to check it out and turn in the documents they require.

On 09/27/2021 at 08:27 PM, James Vahey wrote:

To: minh luong (*First Viewed: 09/27/2021 at 09:31 PM*)
Subject: Changing schools for Hannah

Today, Dr. Gilmer told me that she thought it would be good for Hannah to change schools. Dr. Gilmer also said that Hannah did not want to go back to Coral.
If you agree, let's look for another school for Hannah.

Message 8 of 61

Sent: 09/28/2021 at 11:33 AM
From: minh luong
To: James Vahey (*First Viewed: 09/28/2021 at 01:15 PM*)
Subject: New school

Following Dr. Fontenelle's recommendation from yesterday's session and as I informed you last night, I took Hannah and Matthew to Earnest Becker intermediate school this morning. They get to see the campus and met the counselors. They got to discuss about the classes they get to choose. Both Hannah and Matthew are excited to be able to take piano. They are both placed in advance levels for academic classes. I explained to the counselors that both usually had done very well in school in the past but the last couple of years have been tough on them. They believe that Hannah and Matthew will still do well in their advance levels. They said if Hannah and Matthew still feel like it's still too tough then they can always be moved out of those levels.
Hannah asked to go to Hyde Park because she knows Jaclyn there. I called the school and we have to be either zoned into that school or get picked through lottery. At this time, it is too late for the lottery for this school year. I will put our names in for lottery next year although Hyde Park has a very high curriculum that Hannah may not be able to keep up since she had fell so far behind. I called another school that Dr. Fontenelle is also very keen on. It's called Doral Academy. It is a charter school and also has to be picked through a lottery process. I think at this point, it is too hard for Hannah to be in a charter school as she had fallen too far behind.
Hannah has serious mental issues that I fear the longer it goes on the harder it will be or impossible to fix. Please reevaluate your priorities. It is not a matter of winning or loosing. WE both are losing our daughter. Please listen to what she is asking for. She doesn't deserve to be mentally ill because of us.
The kids can start school as early as tomorrow. If you want to go check out the school tomorrow and let me know you can do that. However, the longer we wait the worse it will be for the kids as they have already fallen behind and school started over a month ago.

Message 9 of 61

Sent: 09/28/2021 at 01:11 PM
From: James Vahey
To: minh luong (*First Viewed: 09/28/2021 at 01:30 PM*)
Subject: Re: RE: Changing schools for Hannah

Dr. Fontanelle-Gilmer did not recommend Earnest Becker to me. Dr. Gilmer didn't recommend to me to change Matthew to another school. Picking Hannah's new school and whether to transfer Matthew are decisions for us to make jointly and not for you to make unilaterally. Please don't discuss the decisions with them until you and I are in agreement. Please do not take them there or fill out any paperwork until you and I agree on a school and whether Matthew is going to transfer also.
We need to investigate good charter schools that are in close proximity to Challenger where at least Lena, and possibly Matthew, will be continuing. The school also should be fairly equidistant between your residence and mine. Summerlin certainly is not equidistant.

Do not take the kids there today. This will cause more harm to all of them. You and I need to discuss and agree before any changes are made.

On 09/27/2021 at 09:46 PM, minh luong wrote:

To: James Vahey (*First Viewed: 09/28/2021 at 01:01 PM*)
Subject: RE: Changing schools for Hannah

Dr. Fontenelle thought that Earnest Becker would be good for Hannah since it would be more mellow. I also asked if Matthew would be able to attend Earnest Becker with Hannah and she agrees that it would be good for Hannah to have someone she knows at the new school. Matthew also dislike Challenger and had a melt down at the beginning of this school year. He would also like to move to the same school as Hannah. We agreed to take Dr. Fontenelle's recommendations for the children. I hope you will honor what you agreed to. I am going to take Matthew and Hannah there tomorrow to check it out and turn in the documents they require.

On 09/27/2021 at 08:27 PM, James Vahey wrote:

To: minh luong (*First Viewed: 09/27/2021 at 09:31 PM*)

Subject: Changing schools for Hannah

Today, Dr. Gilmer told me that she thought it would be good for Hannah to change schools. Dr. Gilmer also said that Hannah did not want to go back to Coral.
If you agree, let's look for another school for Hannah.

Message 10 of 61

Sent: 09/28/2021 at 01:19 PM

From: James Vahey

To: minh luong (*First Viewed: 09/28/2021 at 01:31 PM*)

Subject: Re: New school

I just read this message. What you've done is unilaterally make a decision that we jointly need to make. Do not start the kids at Earnest Becker or any where else until we discuss and agree on the change.

On 09/28/2021 at 11:33 AM, minh luong wrote:

To: James Vahey (*First Viewed: 09/28/2021 at 01:15 PM*)

Subject: New school

Following Dr. Fontenelle's recommendation from yesterday's session and as I informed you last night, I took Hannah and Matthew to Earnest Becker intermediate school this morning. They get to see the campus and met the counselors. They got to discuss about the classes they get to choose. Both Hannah and Matthew are excited to be able to take piano. They are both placed in advance levels for academic classes. I explained to the counselors that both usually had done very well in school in the past but the last couple of years have been tough on them. They believe that Hannah and Matthew will still do well in their advance levels. They said if Hannah and Matthew still feel like it's still too tough then they can always be moved out of those levels.
Hannah asked to go to Hyde Park because she knows Jaclyn there. I called the school and we have to be either zoned into that school or get picked through lottery. At this time, it is too late for the lottery for this school year. I will put our names in for lottery next year although Hyde Park has a very high curriculum that Hannah may not be able to keep up since she had fell so far behind. I called another school that Dr. Fontenelle is also very keen on. It's called Doral Academy. It is a charter school and also has to be picked through a lottery process. I think at this point, it is too hard for Hannah to be in a charter school as she had fallen too far behind.
Hannah has serious mental issues that I fear the longer it goes on the harder it will be or impossible to fix. Please reevaluate your priorities. It is not a matter of winning or loosing. WE both are losing our daughter. Please listen to what she is asking for. She doesn't deserve to be mentally ill because of us.
The kids can start school as early as tomorrow. If you want to go check out the school tomorrow and let me know you can do that. However, the longer we wait the worse it will be for the kids as they have already fallen behind and school started over a month ago.

Message 11 of 61

Sent: 09/28/2021 at 02:21 PM

From: James Vahey

To: minh luong (*First Viewed: 09/28/2021 at 07:30 PM*)

Subject: Re: New school

Until we reach an agreement on the school to where WE want Hannah transferred, all of the children need to continue at Challenger.
Please don't involve the kids in our discussion until we are in agreement.

On 09/28/2021 at 11:33 AM, minh luong wrote:

To: James Vahey (*First Viewed: 09/28/2021 at 01:15 PM*)

Subject: New school

Following Dr. Fontenelle's recommendation from yesterday's session and as I informed you last night, I took Hannah and Matthew to Earnest Becker intermediate school this morning. They get to see the campus and met the counselors. They got to discuss about the classes they get to choose. Both Hannah and Matthew are excited to be able to take piano. They are both placed in advance levels for academic classes. I explained to the counselors that both usually had done very well in school in the past but the last couple of years have been tough on them. They believe that Hannah and Matthew will still do well in their advance levels. They said if Hannah and Matthew still feel like it's still too tough then they can always be moved out of those levels.
Hannah asked to go to Hyde Park because she knows Jaclyn there. I called the school and we have to be either zoned into that school or get picked through lottery. At this time, it is too late for the lottery for this school year. I will put our names in for lottery next year although Hyde Park has a very high curriculum that Hannah may not be able to keep up since she had fell so far behind. I called another school that Dr. Fontenelle is also very keen on. It's called Doral Academy. It is a charter school and also has to be picked through a lottery process. I think at this point, it is too hard for Hannah to be in a charter school as she had fallen too far behind.
Hannah has serious mental issues that I fear the longer it goes on the harder it will be or impossible to fix. Please reevaluate your priorities. It is not a matter of winning or loosing. WE both are losing our daughter. Please listen to what she is asking for. She doesn't deserve to be mentally ill because of us.
The kids can start school as early as tomorrow. If you want to go check out the school tomorrow and let me know you can do that. However, the longer we wait the worse it will be for the kids as they have already fallen behind and school started over a month ago.

Message 12 of 61

Sent: 09/28/2021 at 10:58 PM

From: James Vahey

To: minh luong (*First Viewed: 09/29/2021 at 07:55 AM*)

Subject: Re: New school

•We have joint legal and joint physical custody of our three children.
•It's illegal for either of us to unilaterally make a decision about changing schools for any of our children without discussing and agreeing with each other.
•You took the kids to Ernest Becker School today without my knowledge or consent.
•Again, you discussed with the children about changing schools, and even worse, you discussed with them your vision for our kids to go to another school that you unilaterally selected without ever including me in the decision.
•Discussing your unilateral decision with them without any agreement from me is wrong and sets them up for serious psychological harm.
•Without my knowledge or consent, you chose to have Hannah and Matthew miss school today and Lena arrive tardy.
•Without any legal right to enroll them, today, you toured the school with them, met counselors, picked classes, and completed paperwork for enrollment.
•Challenger told me that someone from Ernest Becker contacted Challenger informing them that Hannah and Matthew "were withdrawing from Challenger and that they started over there today."

You had no courtesy to include me, and you had no legal right exclude me in any of the decisions and actions you did today with respect to our kids.

* Do not withdraw Hannah or Matthew from Challenger.
* Hannah and Matthew need to attend school at Challenger tomorrow (Wednesday, 9/29/21)
* Do not proceed with enrollment in Ernest Becker or any other school for any of our kids until you and I are in agreement.
* All three of our kids need to attend Challenger tomorrow (You and I can discuss this and come to a decision. Regardless, Hannah, Matthew, and Selena need to attend school tomorrow.)

My Due Diligence
1. I contacted Dr. Gilmer, I verified that what you wrote to me in your OFW message is false. What you wrote were not what her recommendations were.

2. I contacted Challenger and informed them that Hannah and Matthew are not to be withdrawn.
3. I reached Ernest Becker School a couple minutes after closing at 3:30, but will be speaking with them first thing tomorrow morning to inform them that Hannah and Matthew are not to be enrolled at this time.

Nguyet, what I've provided above is enough explanation for not disrupting Hannah's and Matthew's school more than you did today.

It's extremely important that you understand without any doubt that there is no psychological or physical reason for you to change Hannah's or Matthew's school today or tomorrow.

YES, Dr. Fontanelle recommended to us to transfer Hannah to another school. Dr. Fontanelle absolutely did not recommend transferring Hannah (AND CERTAINLY NOT MATTHEW) from Challenger to anywhere including Ernest Becker today, especially without our mutual agreement. (Certainly, secretly without my knowledge or consent.)
Dr. Fontanelle called me this evening. She confirmed that in no way, shape, or form did she recommend that Hannah transfer to Ernest Becker School.
In fact, she told me she didn't recommend it to you, but you were the one who asked her about that specific school.
She was very clear that she made no recommendation that Matthew transfer from Challenger to anywhere. He's not her patient and she's never even met him.

Please call me, email me, text me, or communicate in any way you want. Please never again do anything like what you did today. You did not have the best interest of our kids, or even a recommendation of Dr. Fontanelle, any legal right, my consent, or any other sensible reason to entice the kids with another of your agendas.
Please, Nguyet, let's talk, or if you won't , at least electronically converse.

On 09/28/2021 at 02:21 PM, James Vahey wrote:

To: minh luong (*First Viewed: 09/28/2021 at 07:30 PM*)
Subject: Re: New school

Until we reach an agreement on the school to where WE want Hannah transferred, all of the children need to continue at Challenger.
Please don't involve the kids in our discussion until we are in agreement.

On 09/28/2021 at 11:33 AM, minh luong wrote:

To: James Vahey (*First Viewed: 09/28/2021 at 01:15 PM*)
Subject: New school

Following Dr. Fontenelle's recommendation from yesterday's session and as I informed you last night, I took Hannah and Matthew to Earnest Becker intermediate school this morning. They get to see the campus and met the counselors. They got to discuss about the classes they get to choose. Both Hannah and Matthew are excited to be able to take piano. They are both placed in advance levels for academic classes. I explained to the counselors that both usually had done very well in school in the past but the last couple of years have been tough on them. They believe that Hannah and Matthew will still do well in their advance levels. They said if Hannah and Matthew still feel like it's still too tough then they can always be moved out of those levels.
Hannah asked to go to Hyde Park because she knows Jaclyn there. I called the school and we have to be either zoned into that school or get picked through lottery. At this time, it is too late for the lottery for this school year. I will put our names in for lottery next year although Hyde Park has a very high curriculum that Hannah may not be able to keep up since she had fell so far behind. I called another school that Dr. Fontenelle is also very keen on. It's called Doral Academy. It is a charter school and also has to be picked through a lottery process. I think at this point, it is too hard for Hannah to be in a charter school as she had fallen too far behind.
Hannah has serious mental issues that I fear the longer it goes on the harder it will be or impossible to fix. Please reevaluate your priorities. It is not a matter of winning or loosing. WE both are losing our daughter. Please listen to what she is asking for. She doesn't deserve to be mentally ill because of us.
The kids can start school as early as tomorrow. If you want to go check out the school tomorrow and let me know you can do that. However, the longer we wait the worse it will be for the kids as they have already fallen behind and school started over a month ago.

Message 13 of 61

Sent: 09/29/2021 at 07:11 AM
From: James Vahey
To: minh luong (*First Viewed: 09/29/2021 at 07:55 AM*)
Subject: Hannah's Transfer

I spoke with Cathy at Ernest Becker. I informed her that neither Hannah and/or Matthew were to be enrolled or attend school there today and not until you and I mutually decide.

Message 14 of 61

Sent: 09/29/2021 at 09:18 AM
From: minh luong
To: James Vahey (*First Viewed: 09/29/2021 at 12:30 PM*)
Subject: Hannah and Matthew refusing to go to school

Both Hannah and Matthew refuse to go to Challenger. Earlier at the beginning of this school year, Matthew had a melt down and refuse to go to school. He missed 2 days of school. Again, today, he refused to go to school. He threatened to hurt himself if he is made to go back to Challenger. He had expressed this to both of us many times. He told me that you don't listen to him or care what he thinks or feel. No matter what I said or do he won't go.
Hannah refused to go to challenger last week while she was with you and missed school on Thursday and Friday. She also expressed to you that she never want to go back to you ever again because of the trauma you caused her. I spent 2 hours this morning to convince Hannah to get in the car and go to Challenger. She is at the school with Kim now but refuse to go in. Like you asked me to help you last week. I am reaching out to you to help me. Please persuade her to go into the school. She is there right now.

Please call me so you can persuade Matthew also. I have tried every thing in my power to get them to school. I am reaching out to you for help just like you do with me.

Message 15 of 61

Sent: 09/29/2021 at 01:15 PM
From: James Vahey
To: minh luong (*First Viewed: 09/29/2021 at 01:35 PM*)
Subject: Talking with Matthew and Hannah about school

I was able to talk with Hannah briefly. She's refusing to return to Challenger. She blames me for everything. I was not able to talk with Matthew. He would respond. I tried hanging up and calling back, but Kim's phone went to voicemail. I texted him asking him to call me when he saw my message. I haven't heard back from him. Please see if you can contact him to tell him to call me back.
Thanks

Message 16 of 61

Sent: 09/29/2021 at 01:41 PM
From: minh luong
To: James Vahey (*First Viewed: 09/29/2021 at 01:42 PM*)
Subject: RE: Talking with Matthew and Hannah about school

I gave Kim the message to call you back but if Matthew doesn't want to talk to you it doesn't matter how many times you call back. When they don't want to talk to you and you try to force it on them it only hurt them. There is so much stress on them already.

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

9/27/21

Sent - September 27, 2021 at 7:33 PM - (iMessage) - Delivered

I called your phone to talk to the kids. It went to voicemail. Please call me back so we can talk. Thank you

Received - Nguyet Luong - September 27, 2021 at 7:34 PM - (iMessage)

NL

Sure

Sent - September 27, 2021 at 7:51 PM - (iMessage) - Delivered

It was nice talking to Lena while she bathed. When would be a good time tonight to talk with Matthew? Thanks again

Sent - September 27, 2021 at 8:20 PM - (iMessage) - Delivered

I don't know if you see messages on OFW right away, but, I just wanted to tell you how nice it was tonight to talk to the kids. On OFW, I messaged… "It was nice to talk to Matthew also. Thank you. Your new house looks really nice. Congratulations" Thanks. Have a good night. I look forward to Wednesday evening.

9/28/21

Sent - September 28, 2021 at 1:13 PM - (iMessage) - Delivered

Please look at the OFW message I sent you. Please don't discuss changing schools, which school, or whether Matthew will be changing schools also with the children until you and I are in agreement. Including the kids at this point is harmful to them.

Sent - September 28, 2021 at 1:15 PM - (iMessage) - Delivered

Please do not take the kids to Earnest Becker today. You and I need to investigate and agree on the new school for Hannah first before any discussions and paperwork are started

Sent - September 28, 2021 at 2:20 PM - (iMessage) - Delivered

Hannah's school change
Until we reach an agreement on the school where WE want Hannah transferred, all of the children need to continue at Challenger. Please don't involve the kids in our discussion until we are in agreement.

Sent - September 28, 2021 at 10:59 PM - (iMessage) - Delivered

Please check OFW for an important message

Sent - September 28, 2021 at 11:00 PM - (iMessage) - Delivered

In case you didn't hear a prompt from OFW, here's a text copy
•We have joint legal and joint physical custody of our three children. •It's illegal for either of us to unilaterally make a decision about changing schools for any of our children without discussing and agreeing with each other. •You took the kids to Ernest Becker School today without my knowledge or consent. •Again, you discussed with the children about changing schools, and even worse, you discussed with them your vision for our kids to go to another school that you unilaterally selected without ever including me in the decision. •Discussing your unilateral decision with them without any agreement from me is wrong and sets them up for serious psychological harm. •Without my knowledge or consent, you chose to have Hannah and Matthew miss school today and Lena arrive tardy. •Without any legal right to enroll them, today, you toured the school with them, met counselors, picked classes, and completed paperwork for enrollment. •Challenger told me that someone from Ernest Becker contacted Challenger informing them that Hannah and Matthew "were withdrawing from Challenger and that they started over there today." You had no courtesy to include me, and you had no legal right exclude me in any of the decisions and actions you did today with respect to our kids. • Do not withdraw Hannah or Matthew from Challenger. • Hannah and Matthew need to attend school at Challenger tomorrow (Wednesday, 9/29/21) • Do not proceed with enrollment in Ernest Becker or any other school for any of our kids until you and I are in agreement. • All three of our kids need to attend Challenger tomorrow (You and I can discuss this and come to a decision. Regardless, Hannah, Matthew, and Selena need to attend school tomorrow.) My Due Diligence 1. I contacted Dr. Gilmer, I verified that what you wrote to me in your OFW message is false. What you wrote were not what her recommendations were. 2. I contacted Challenger and informed them that Hannah and Matthew are not to be withdrawn. 3. I reached Ernest Becker School a couple minutes after closing at 3:30, but will be speaking with them

first thing tomorrow morning to inform them that Hannah and Matthew are not to be enrolled at this time. Nguyet, what I've provided above is enough explanation for not disrupting Hannah's and Matthew's school more than you did today. It's extremely important that you understand without any doubt that there is no psychological or physical reason for you to change Hannah's or Matthew's school today or tomorrow. YES, Dr. Fontanelle recommended to us to transfer Hannah to another school. Dr. Fontanelle absolutely did not recommend transferring Hannah (AND CERTAINLY NOT MATTHEW) from Challenger to anywhere including Ernest Becker today, especially without our mutual agreement. (Certainly, secretly without my knowledge or consent.) Dr. Fontanelle called me this evening. She confirmed that in no way, shape, or form did she recommend that Hannah transfer to Ernest Becker School. In fact, she told me she didn't recommend it to you, but you were the one who asked her about that specific school. She was very clear that she made no recommendation that Matthew transfer from Challenger to anywhere. He's not her patient and she's never even met him. Please call me, email me, text me, or communicate in any way you want. Please never again do anything like what you did today. You did not have the best interest of our kids, or even a recommendation of Dr. Fontanelle, any legal right, my consent, or any other sensible reason to entice the kids with another of your agendas. Please, Nguyet, let's talk, or if you won't , at least electronically converse.

9/29/21

Sent - September 29, 2021 at 7:12 AM - (iMessage) - Delivered

Check OFW for a new message regarding our children not attending Ernest Becker School

Received - Nguyet Luong - September 29, 2021 at 9:19 AM - (iMessage)

NL

Please check OFW

Received - Nguyet Luong - September 29, 2021 at 10:16 AM - (iMessage)

NL

Please check OFW

Received - Nguyet Luong - September 29, 2021 at 12:54 PM - (iMessage)

Kim Chen

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

Received - Hannah E. Vahey - September 23, 2021 at 9:28 PM - (iMessage)

HV

It was and now thanks to u I'm not going to school tommorow

9/24/21

Sent - September 24, 2021 at 11:24 AM - (iMessage) - Delivered

School Work
I spoke with Miss Shelly at school. She said you can do your school work online. You have a logic test today. If you need help getting online, I'm available to help you or you can ask Mommy. I forwarded Miss Shelly's email to Mommy and will also forward to you.

Received - Hannah E. Vahey - September 24, 2021 at 11:29 AM - (iMessage)

HV

This number has blocked you, please try again later at 714-616-8900

10/1/21

Received - Hannah E. Vahey - October 1, 2021 at 3:00 PM - (iMessage)

HV

I'm only going with you if you sign a paper saying that you will NOT wake me up at night, NOT make me text u when I go to bed, that you will NOT take my stuff, and will NOT bother me. If you don't have a paper signed by you saying that then I will not be going and you can't make me. You have to pick up lena soon so u better decide quickly or you will be late.

10/6/21

Received - Hannah E. Vahey - October 6, 2021 at 8:23 AM - (iMessage)

HV

I need my backpack to do my work and it will be your fault if you do not return it to me

Sent - October 6, 2021 at 8:53 AM - (iMessage) - Delivered

Your backpack is at my office. You can pick it up there. If you don't, I'll bring it to your appointment at 4:00 tomorrow.

Received - Hannah E. Vahey - October 6, 2021 at 8:53 AM - (iMessage)

HV

Do not come to the appointment tomorrow I do not want to see you

Received - Hannah E. Vahey - October 6, 2021 at 7:40 PM - (iMessage)

HV

Is this Lena?

10/11/21

Received - Hannah E. Vahey - October 11, 2021 at 11:46 AM - (iMessage)

HV

Do not come to the appointment I don't know how many times I'm going to have to tell you this but if

you come I will leave and if I do not get a text back from you saying you will not go I will not be going and we will have to reschedule because of you. You can drop matthews stuff off at the gaurd gate or at mommy's office today but if I don't get a text back from you saying that you will now go then I will not be going. I do not want to see you at all so do not come or I will be leaving

Received - Hannah E. Vahey - October 11, 2021 at 3:01 PM - (iMessage)

HV

Will you be going or not

Sent - October 11, 2021 at 3:21 PM - (iMessage) - Delivered

I just spoke with Dr. Fontanelle's office. They said they won't be meeting with Mommy or me this afternoon, so I won't be coming.

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

Bob Dickerson

From: Neil Mullins <Neil@kainenlawgroup.com>
Sent: Wednesday, May 29, 2019 11:40 AM
To: Bob Dickerson
Subject: Vahey v. Luong

Bob:
I have tried repeatedly to redline the MSA. It was drafted with the idea of the Parenting Agreement being attached, and with addressing support issues between the parties, health insurance etc. We previously sent you response to that. We cannot agree to a parenting agreement until the custody an relocation hearing is concluded. It does not make sense addressing support or health insurance issues until we have a custody agreement or order.

We need a completely new MSA without addressing the children issues at all. The remaining issues regarding property are as follows:

529 Accounts
Jim will get one-fourth of the 529 plans and Minh 3/4ths (according to contributions), and with provisions that neither will withdraw, except for college tuition and room and board without both parties approving by email. And each party would provide annual statements to the other. We disagree Jim should get half, as such is even contrary to the the PMA. But Jim should not mind, as we are protecting the children anyway.

Arizona Property

The parties would continue to own together their joint interests in the Arizona properties until one of them wants to sell. If one sells, both sell, unless one offers to buy out with a mutually selected appraisal.

Alternatively, Minh would be comfortable if the properties were contributed to a trust for the sole benefit of their children, with both parties being trustees.

Cars and Dock (personal property issues)

Minh contributed 10k for an Acura now worth 2k or less. Jim's name.
Minh paid 20k for a dock in Jim's name.
Audi alleged to be in both names and worth 5k.

Minh offers that Jim keep the Dock and the Acura. Minh would keep the Audi and receive $7,000.00 from Jim. She had previously offered to accept 10K and the Audi.

We require language reaffirming the loans made by Minh to James, originally $1.7 million will survive the Decree. And that they each prepare the Separate Property lists as attachments.

It is my understanding, that with the above issues resolved, a new MSA could be prepared. If you prefer that I prepare it, I am willing , but just want the above issues resolved first.

Please call me with any questions.

With best regards,

Neil M. Mullins, Esq.
Nevada Board Certified Family Law Specialist

Kainen Law Group
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
T: 702.823.4900
F: 702.823.4488

CONFIDENTIALITY NOTICE: This transmission (including any attachments) may contain information which is confidential, attorney work product and/or subject to the attorney/client privilege, and is intended solely for the recipient(s) named above. If you are not a named recipient, any interception, copying, distribution, disclosure, or use of this transmission or any information contained in it is strictly prohibited, and may be subject to criminal and civil penalties. If you have received this transmission in error, please immediately call us collect at (702) 823-4900, delete the transmission from all forms of electronic or other storage, and destroy all hard copies. DO NOT forward this transmission. Thank you.

EXHIBIT 5

EXHIBIT 5

EXHIBIT 5

Sabrina Dolson

From: Bob Dickerson
Sent: Friday, May 31, 2019 5:35 PM
To: Neil Mullins
Cc: Sabrina Dolson; Aisja Allen; Donna Padilla
Subject: RE: Vahey v. Luong

Neil,

Thank you for your email below regarding settlement of the property issues. I have discussed your client's proposed settlement with Jim, and I have responded in the text of your email below.

I look forward to learning your client's response on what appears to be the only disputed issue.

Bob Dickerson

Robert P. Dickerson, Esq.
The Dickerson Karacsonyi Law Group
Telephone (702) 388-8600
Facsimile (702) 388-0210
1745 Village Center Circle
Las Vegas, Nevada 89134
www.thedklawgroup.com

From: Neil Mullins <Neil@kainenlawgroup.com>
Sent: Wednesday, May 29, 2019 11:40 AM
To: Bob Dickerson <bob@thedklawgroup.com>
Subject: Vahey v. Luong

Bob:
I have tried repeatedly to redline the MSA. It was drafted with the idea of the Parenting Agreement being attached, and with addressing support issues between the parties, health insurance etc. We previously sent you response to that. We cannot agree to a parenting agreement until the custody an relocation hearing is concluded. It does not make sense addressing support or health insurance issues until we have a custody agreement or order. **[ACCEPTABLE. DELETE THE CHILD CUSTODY AND CHILD SUPPORT PROVISIONS.]**

We need a completely new MSA without addressing the children issues at all. **[AGREED]** The remaining issues regarding property are as follows:

529 Accounts
Jim will get one-fourth of the 529 plans and Minh 3/4ths (according to contributions), and with provisions that neither will withdraw, except for college tuition and room and board without both parties approving by email. And each party would provide annual statements to the other. We disagree Jim should get half, as such is even contrary to the the PMA. But Jim should not mind, as we are protecting the children anyway. **[THIS IS ACCEPTABLE]**

Arizona Property

The parties would continue to own together their joint interests in the Arizona properties until one of them wants to sell. If one sells, both sell, unless one offers to buy out with a mutually selected appraisal. **[EACH PARTY WILL CONTINUE TO OWN HIS OR HER RESPECTIVE OWNERSHIP INTEREST IN EACH PARCEL OF PROPERTY. SUCH OWNERSHIP WILL BE EACH PARTY'S SOLE AND SEPARATE PROPERTY. I NEED MORE INFORMATION ON HOW TITLE CURRENTLY IS HELD. DO YOU HAVE A COPY OF THE DEED FOR EACH OF THE FOUR PARCELS? ARE THERE MORE THAN FOUR PARCELS? YOU AND I CAN WORK ON THE LANGUAGE TO BE INCLUDED IN THE MSA.]**

Alternatively, Minh would be comfortable if the properties were contributed to a trust for the sole benefit of their children, with both parties being trustees. **[NO, THIS IS NOT NECESSARY.]**

Cars and Dock (personal property issues)

Minh contributed 10k for an Acura now worth 2k or less. Jim's name.
Minh paid 20k for a dock in Jim's name.
Audi alleged to be in both names and worth 5k.

Minh offers that Jim keep the Dock and the Acura. Minh would keep the Audi and receive $7,000.00 from Jim. She had previously offered to accept 10K and the Audi. **[THIS IS NOT ACCEPTABLE. MINH CAN HAVE THE ACURA AND THE AUDI, AS WELL AS THE THULE LUGGAGE RACK SHE HAS IN HER POSSESSION. JIM WILL RECEIVE THE DOCK.]**

We require language reaffirming the loans made by Minh to James, originally $1.7 million will survive the Decree. And that they each prepare the Separate Property lists as attachments. **[YOU AND I NEED TO CONFIRM THE AMOUNT OF THE OUTSTANDING BALANCE OWED ON THE LOANS. NO PROBLEM REAFFIRMING THE AMOUNT PRESENTLY OWED, AND NO PROBLEM WITH HAVING THE OUTSTANDING BALANCE OF THE LOANS SURVIVING THE DECREE OF DIVORCE. DO YOU BELIEVE IT IS NECESSARY FOR US TO INCLUDE A DETAILED LIST OF EACH PARTY'S SEPARATE PROPERTY? I SUGGEST WE SIMPLY LIST THE MOST SIGNIFICANT ASSETS, AND THEN INCLUDE SOMETHING ALONG THE LINES, "AND ALL OTHER PERSONAL PROPERTY CURREINTLY IN EACH PARTY'S POSSESSION." BUT, WITH THAT SAID, NO PROPLEM ON THE LIST – WE JUST NEED TO DETERMINE HOW DETAILED THE LIST NEEDS TO BE.]**

It is my understanding, that with the above issues resolved, a new MSA could be prepared. If you prefer that I prepare it, I am willing , but just want the above issues resolved first. **[THANK YOU. PLEASE FEEL FREE TO REVISE THE INITIAL DRAFT OF THE PROPOSED MSA I PREVIOUSLY PROVIDED TO YOU. I SENT IT TO YOU IN A WORD PERFECT FORMAT. I LOOK FORWARD TO RECEIVING THE REVISED DRAFT FROM YOU.]**

Please call me with any questions.

With best regards,

Neil M. Mullins, Esq.
Nevada Board Certified Family Law Specialist
Kainen Law Group
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
T: 702.823.4900
F: 702.823.4488

CONFIDENTIALITY NOTICE: This transmission (including any attachments) may contain information which is confidential, attorney work product and/or subject to the attorney/client privilege, and is intended solely for the recipient(s) named above. If you are not a named recipient, any interception, copying, distribution, disclosure, or use of this transmission or any information contained in it is strictly prohibited, and may be subject to criminal and civil penalties. If you have received this transmission in error, please immediately call us collect at (702) 823-4900, delete the

transmission from all forms of electronic or other storage, and destroy all hard copies. DO NOT forward this transmission. Thank you.

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

August 16, 2019

Via E-mail: bob@thedklawgroup.com Only
Robert P. Dickerson, Esq.
THE DICKERSON KARACSONYI LAW GROUP
1745 Village Center Circle
Las Vegas, Nevada 89134

Re: James Vahey v. Minh Luong
Case No. D-18-581444-D
****Confidential Settlement Correspondence per NRS 48.105.***

Dear Bob:

I have reviewed your comments regarding the revised *Marital Settlement Agreement* ("MSA") with my client that was attached to your email dated July 23, 2019 (as well as the follow up email dated August 9, 2019) and believe we are very close to a full and final resolution of the non-custody related issues. Please consider the following Minh's response to your comments and proposed revisions to the parties' MSA:

1. Paragraph II, at Page 2, we agree to your proposed language for the Child Custody and Child Support paragraph.

2. Paragraph IV, at Page 4, Subsection A, per your request, I agree to insert $1,590,760.81, which is the exact original combined balance of the *Forbearance Agreement* and *Promissory Note*, instead of the $1.7 million dollar reference currently set forth therein.

3. Paragraph IV, at Page 4, Subsection B and C, I have prepared and enclosed a draft copy of Minh's **Exhibit B** and for consistency/uniformity, I will be sending you a template contemporaneously herewith so your office can complete **Exhibit A** on your client's behalf.

4. Paragraph IV, at Page 4, Subsection D, regarding your comment that you need copies of the *Forbearance Agreement* (dated December 31, 2017) and

Edward Kainen
Neil M. Mullins **Andrew L. Kynaston**
Katherine L. Provost **Racheal H. Mastel**

3303 Novat St #200 Las Vegas, NV 89129 • T: 702.823.4900 F: 702.823.4488 • www.KainenLawGroup.com

Promissory Note (dated July 26, 2017), these promissory notes were produced in discovery months ago and are also located in Minh's Trial Exhibits "CCC" and "DDD" for your reference.

5. On Page 4, regarding the family photos, Minh paid for the family photos without any contribution from Jim. Furthermore, Jim is withholding certain personal property paid for by Minh, including the painting above Jim's fireplace. At Jim's expense, Minh will duplicate the photos when Jim returns the painting purchased by Minh. However, Jim can keep the frame to said painting, if he so desires.

6. On Page 4, in response to your allegation that Minh "took far more of the children's furniture and personal property," it is simply false. Minh left substantially more than half of the children's furniture than she removed. Furthermore, she also left to Jim quite a bit of furniture that she solely purchased such as the master bedroom set, the living room furniture, the dining room set (which was jointly purchased), and the patio set (which was jointly purchased). Your client is receiving much of the property that my client purchased, and should cease the petty nickel-and-diming of my client.

7. Paragraph IV, at Page 5, Subsection G, regarding the deeds for the four Arizona parcels, I am enclosing copies of the deeds to three of the four parcels (which were also produced in our discovery productions). In discovery, I also produced the Operating Agreement of VALU, LLC, which delineates the ownership interest in the company that, from my understanding, owns the fourth parcel. Your client is the majority owner of VALU, LLC, and he needs to find the deed for the fourth parcel and produce it, as my client is not in possession of this deed.

8. Paragraph IV, at Page 6, Subsection H(2), we agree to reduce the dock amount from $20,000.00 to $10,000.00.

9. Paragraph V, at Page 6, we are in agreement with placing an exact dollar amount to be transferred from the children's 529 accounts in accordance with our previous agreement. My client is in the process of obtaining the records from the plan administrator so we can calculate the exact figure to be

transferred to a 529 account in Jim's name only. Regarding striking the second portion of that paragraph, I agree that the court cannot order such a provision regarding parents paying for post-secondary education, but this was **your** language set forth in Jim's initial proposed MSA that my client agreed with. It was never changed in subsequent edits. Therefore, I find it peculiar that Jim now wants the language removed. We obviously will not contest its removal, but I do ask Jim to reconsider his decision. Having such an agreement can go a long way in getting these parties to cooperate regarding decisions concerning the education of the children going forward.

Should you have any questions related to the contents herein or enclosures herewith, feel free to contact my office at your convenience.

With best regards,

KAINEN LAW GROUP, PLLC

By: _____
NEIL M. MULLINS, ESQ.

cc: Minh Luong
Enclosures as listed herein above

127

127

Electronically Filed
10/12/2021 7:00 PM
Steven D. Grierson
CLERK OF THE COURT

CRTF
THE DICKERSON KARACSONYI LAW GROUP
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
SABRINA M. DOLSON, ESQ.
Nevada Bar No. 013105
1645 Village Center Circle, Suite 291
Las Vegas, Nevada 89134
Telephone: (702) 388-8600
Facsimile: (702) 388-0210
Email: info@TheDKlawgroup.com

Attorneys for Plaintiff

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

JAMES W. VAHEY, Plaintiff, v. MINH NGUYET LUONG, Defendant.	CASE NO. D-18-581444-D DEPT NO. U

CERTIFICATES OF SEMINAR COMPLETION

ATTACHED hereto please find the Certificates of Completion of the Clark County Department of Family Services Parenting Project's Teen Triple P (Positive Parenting Program) and the 8 Hour - Parenting Without Conflict for Plaintiff, JAMES VAHEY.

DATED this 12th day of October, 2021.

THE DICKERSON KARACSONYI
LAW GROUP

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

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of THE DICKERSON KARACSONYI LAW GROUP, and that on this 12th day of October, 2021, I caused the above and foregoing document entitled CERTIFICATE OF SEMINAR COMPLETION, to be served as follows:

[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;

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

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

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

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

/s/ Sabrina M. Dolson
An employee of The Dickerson Karacsonyi Law Group

Clark County Department of Family Services Parenting Project

Certificate

This certifies that

James Vahey

has successfully completed

Teen Triple P (Positive Parenting Program)

June 30, 2021

Program Coordinator

Hours: 17.5
Client Id: 109713

Parenting Project
3900 Cambridge Street, Suite 203
Las Vegas, NV 89119
(702) 455-5295

Online Parenting Programs

Able 2 Adjust, Inc ™
PO BOX 3804
Paso Robles, CA 93447-3804
(866) 504-2883

CERTIFICATE OF COMPLETION

This certifies that

James Vahey

has successfully completed the

8 Hour - Parenting Without Conflict

I certify under penalty of perjury that the foregoing is true & correct.

.....
(parent signature)

Date of Registration	**Jun 13, 2021**
Date of Completion	**Jul 04, 2021**
Court Case Number	**D-18-581444-D**
District	**Clark, Nevada**
Administrator	**OnlineParentingPrograms**
Certificate	**OPP_41261542**
Delivery Type	**Electronic**

COVENANT CERTIFICATION

IMPORTANT NOTIFICATION

This is your official Certificate of Completion. Submit this certificate to your attorney or the judge assigned to your case. Only official copies will be accepted.

Bill Eddy

Bill Eddy LCSW, Esq
New Ways for Families®

VERIFICATION URL

https://www.onlineparentingprograms.com/view-certificate/60c6da2f3348d.html