

IN THE SUPREME COURT OF THE STATE OF NEVADA

* * * * *

MINH NGUYET LUONG,

Petitioner,

vs.

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

Respondents,

and

JAMES W. VAHEY,

Real Party in Interest.

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

**PETITIONER'S
APPENDIX**

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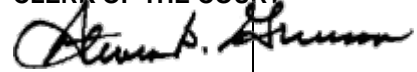
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174.	Scheduling Order and Order Setting Civil Non-Jury Trial	12/12/2021	AA003491 - AA003493
175.	Stipulation and Order for Guardian Ad Litem	12/13/2021	AA003494 - AA003499
176.	Defendant's Exhibit Appendix in Support of December 16, 2021, Return Hearing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

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

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

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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-17-

) Dept.: H

) **Hearing Date: August 13, 2020**

) **Hearing Time: 1:30 p.m.**

DEFENDANT'S PRE-TRIAL MEMORANUM

COMES NOW, Defendant, MINH NGUYET LUONG, by and through her
counsel, Fred Page, Esq. and hereby submits her Pre-Trial Memorandum.

I.

STATEMENT OF ESSENTIAL FACTS

A. Names of the parties:

1. MINH NGUYET LUONG, Defendant

2. JAMES VAHEY, Plaintiff.

B. Date of Marriage: July 8, 2006

1 **C. Names and Ages of the Children:**

- 2 1. Hannah, March 19, 2009 (age 11)
- 3 2. Matthew, June 26, 2010, (age 10)
- 4
- 5 3. Selena, April 4, 2014, (age 6)

6 **D. Resolved Issues:**

- 7
- 8 1. Personal and subject matter jurisdiction.
- 9 2. Incompatibility.
- 10 3. The validity of the Prenuptial Agreement.
- 11
- 12 4. The language in the Decree of Divorce.

13 **E. Unresolved Issues:**

- 14
- 15 1. Construction/interpretation of the prenuptial agreement.
- 16 2. Interpretation of the Findings of Fact, Conclusions of Law, and
- 17 Order filed September 19, 2019.
- 18
- 19 3. Areas of Dispute in the Marital Settlement Agreement.
- 20 4. Errors in the Exhibits attached to the Marital Settlement
- 21 Agreement submitted by Jim.
- 22
- 23 5. Entry of the Marital Settlement Agreement and Decree of Divorce.
- 24
- 25 6. Attorney's fees.

26 **II.**

27 **CHILD CUSTODY**

28 Not applicable.

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**III.
CHILD SUPPORT**

Not applicable.

**IV.
FACTUAL BACKGROUND**

On June 14, 2006, as authorized by Chapter 123A, Minh and Jim entered into a Prenuptial Agreement in which the parties contracted out of the community property regime. The Agreement was entered into at Jim's insistence.

In the Prenuptial Agreement, the parties listed the property, debts, and annual income that each had prior to the time of the marriage and that they intended to keep their property, debt, and income as their separate property. There is no dispute as to the validity of the Prenuptial Agreement. There is dispute as to how some areas of the Prenuptial Agreement should be disputed.

The Prenuptial Agreement contained the following relevant agreements.

1. Any property owned at the time of the marriage would remain their separate property. Page 7.
2. Any income, earnings, and property acquired by each of them during the marriage would remain their separate property. Pages 7-11
3. There would be no transmutation of separate property into community property unless there was executed agreement. Page 8.

1 4. The parties agreed that they were going to share “family living expenses”
2 during the marriage. Pages 13-14.

3 5. As part of that sharing of family living expenses, Jim agreed to pay for
4 75 percent of those expenses and Minh agreed to pay for 25 percent of
5 those expenses. Page 14.

6
7 6. The parties recognize that there may be occasions where each party's
8 respective contribution to the Family Living Expenses is not precise.
9 Each such party will have until February 15, of the following calendar
10 year to bring the issue to the other parties' attention informing the other
11 of the amount that needed to be paid. If the demand was not made then
12 the reimbursement would be waived. Page 15.

13
14 Before the parties got married to each other, the parties purchased four
15 parcels of land in Cochise County, Arizona. The agreement was that Minh would
16 pay the property taxes on the odd numbered years and Jim would pay the property
17 taxes on the even numbered years.

18
19 On July 8, 2006, Minh and Jim were married to each other.

20
21 In 2008, Minh purchased the dock for the house at Lake Las Vegas for
22 \$20,000. Jim never paid Minh back for the \$20,000.

23
24 In approximately 2011 or 2012, Minh and Jim went and purchased an Acura
25 TL. Minh and Jim went to the sellers house. Minh gave the seller \$10,000 cash
26
27
28

1 for the vehicle and the seller delivered the title. Jim took the title for the vehicle
2 and registered the vehicle in his name only. Jim never told Minh he registered the
3 vehicle in his name only even though Minh is the one who paid for the vehicle.
4

5 In December 2016, Minh purchased the loan that Jim had with Western
6 Alliance Bank that had a remaining principal balance of \$954,400.49. Minh had to
7 purchase the loan from Western Alliance Bank by borrowing from her margin
8 account at her investment firm because Jim was unable to refinance the building
9 and the ten-year commercial loan period was expired.
10
11

12 The monthly payments were to be \$6,928.62. Jim never signed the
13 Forbearance Agreement for another year. Minh gave Jim a \$72,156.03 discount
14 on the amount for which she purchased the loan. If Minh were told that Jim now
15 believes she owes money for taxes she would have not provided Jim a discount.
16
17

18 Also, because Jim kept postponing and postponing on signing the
19 Forbearance Agreement, for the next year, Minh kept paying interest on her margin
20 account on the \$954,400.49 she borrowed from her investment account for Jim for
21 the next 12-months at approximately 3 percent interest.
22

23 On December 13, 2018, because he lied to the family about moving to
24 California, Jim filed the Complaint for Divorce in this matter. On December 18,
25 2018, Jim had a Joint Preliminary Injunction issued. In the Joint Preliminary
26 Injunction, both parties were prevented from changing the beneficiaries of any
27
28

1 health insurance policies without written consent of the parties or permission of the
2 Court.

3 On December 14, 2018, Minh and Jim had a meeting with the accountant,
4 Ty Anderson. The meeting first time the topic of taxes owed by Minh or Jim was
5 ever brought up. Mr. Anderson will testify that the topic of taxes was never
6 brought up until the beginning of the divorce. Jim never told Minh that he had filed
7 a Complaint for Divorce.
8

9
10 Minh paid the property taxes for the Cochise County land for 2017. Jim
11 refused to pay the property taxes for 2018 for the Cochise County land and Minh
12 was forced to pay.¹
13

14
15 On September 20, 2019, the Court entered its Findings of Fact, Conclusions,
16 of Law, and Order regarding child custody and relocation in this matter.
17 Subsequent to that September Order, Jim was tasked with drafting the Decree of
18 Divorce and Marital Settlement Agreement.
19

20 This evidentiary hearing is being held because of Jim's inability to provide a
21 Marital Settlement Agreement that can be entered by this Court.² The language in
22
23

24
25 ¹ Jim should then be responsible for property taxes for 2019 and 2020. Minh will
26 testify that when she asked Jim to pay the taxes he ignored and then his office
27 manager emailed Minh and told Minh that "he doesn't have to pay the taxes."

28 ² After a number of back and forth revisions, it appears that the language in the
Decree of Divorce has been agreed upon.

1 the Marital Settlement Agreement (hereinafter “MSA”), which will need to be
2 incorporated into the Decree of Divorce, needs to be resolved by this Court.

3 Jim tried to engage in overreaching and claim on pages 13-14 of the MSA
4 that taxes owed for 2014, 2015, 2016, and 2017 tax years are still outstanding. No,
5 they are not. The taxes were paid by the parties when they were owed.
6

7 Both parties, per their agreement, for 2014, 2015, 2016, and 2017 each paid
8 one-half of the balance that was owed. The evidence and testimony will show that
9 each party wrote a check to the Internal Revenue Service for one-half of the
10 amount owed, or the amount that Ty Anderson told them they had to pay.
11

12 Evidence and testimony will show that for 2014, 2015, 2016, and 2017,
13 neither party asked for “reimbursement” from the other. The parties by their
14 conduct, the subsequent passage of time, and by the act of each writing a check,
15 modified any prior agreement that may have existed in the Prenuptial Agreement.
16 The parties’ accountant, Ty Anderson, will confirm this fact as well.
17

18 The Prenuptial Agreement, on page 28, states in pertinent part,
19

20 In the event the parties file a joint federal income tax return for any
21 qualifying year, the parties’ accountant shall prepare the calculations
22 setting forth the amount of tax due on each party’s separate property
23 income and gain, and each party shall then be required to tender the
24 appropriate share of the total tax due.
25

26 The parties, and Mr. Anderson, will confirm that he was never requested by
27 Jim party to prepare any calculations at any point during this time of preparing
28

1 taxes for the parties. Evidence and testimony will show that Jim never requested a
2 retroactive accounting.

3 The parties are unable to come to an agreement regarding the MSA in this
4 regard. Jim is not permitted to come back *5 years* later and request a retroactive
5 accounting. Paragraph C from Section IV of the MSA on pages 13-14 should be
6 removed. The fact that *5 plus years* have passed from when the taxes were equally
7 paid by the parties through to the present date without a request for a retroactive
8 accounting is a significant undisputed fact.

9 The 529 accounts being held on behalf of the children have a balance of
10 roughly \$1,000,000. The accounts are solely in Minh's name. The vast majority
11 of the contributions were made by Minh, or by Minh's family. Despite the
12 accounts being held solely in Minh's name, and the vast majority of the
13 contributions coming from Minh or her family, Jim, in the MSA he drafted, is
14 wanting that 25 percent of the accounts to be transferred into his name.

15 The Prenuptial Agreement, on page 8, states that there will be no
16 transmutation of separate property. The Agreement further states on page 9, that
17 "all property owned by either party at any time during the parties' marriage shall
18 be such party's sole and separate property, and that the parties shall never have or
19 create any community property at any time during their marriage." On page 10,
20 the agreement states that separate property will include "all property, wherever
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1 situated, owned or acquired by either party at any time during the parties' marriage
2 ...”

3
4 On page 23, of the Agreement, the parties agreed that there is a conclusive
5 presumption that any property in which title is held in the sole name of either party
6 at any time after their marriage conclusively shall be presumed to be the sole and
7
8 separate property of the party in whose sole name title is held regardless of the
9 source of funds used to acquire the property. Despite that clear language in the
10 Prenuptial Agreement, Jim is trying to take the 529 accounts Minh has been
11 managing.
12

13 The MSA referenced a number of Exhibits. One Exhibit referenced is Jim's
14 Exhibit B which purports to be the assets owned by him. The total assets is listed
15 as being \$9,041,039. When one adds up the numbers on the page, the total actually
16 comes to \$4,361,162. Either the numbers are incorrect or a page is missing from
17 the Exhibit.
18
19

20 Minh further advises that Jim's profit sharing through his business is missing
21 and defined benefit plan through E-Trade is missing. Minh additionally advises
22 that the balances on the mortgages for which Jim owes her are incorrect. The
23 MSA further fails to account for an approximately \$72,000 forbearance that Minh
24 took when she purchased the mortgage on the building housing the medical
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1 practice because Jim was unable to refinance the loan after the ten year term
2 expired.

3
4 Until those errors and omissions are corrected, there can be no agreement on
5 the MSA.

6 In addition, there was no Exhibit C attached to the email sent from Jim's
7
8 counsel that was supposed to be part of the MSA. What should be Exhibit C is
9 actually labeled "Exhibit B" which caused a significant amount of confusion in
10 trying to determine what was being referenced by Jim. Notwithstanding that,
11 many of the accounts and numbers are no longer correct. Examples include,
12

- 13 1. MidCounty Bank checking account ending in 9082 no longer exists.
- 14 2. MidCounty Bank chcking account ending in 9096 no longer exists.
- 15 3. MidCountry Bank check account ending in 9243 no longer exists.
- 16 4. MidCountry Bank checking account ending in 9250 no longer exists.
- 17 5. MidCounty Bank checking accounyt ending in 9537 no longer exists.
- 18 6. The balance of Capital Group American Funds 401k/profit sharing plan is
19 incorrect.
- 20 7. The Toothfairy/HCON Defined Benefit Plan E-Trade (retirement plan)
21 ending in 0517 balance is incorrect.
- 22 8. The value of the Tesla is incorrect.
- 23 9. The value of the business is at best \$900,000, not \$1,500,000.
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1 10.The value of the land in Arizona is much much less than what is listed. In
2 addition, Jim fails to list the land entirely in his Exhibit B.

3 In summary, all of the assets for Jim are not listed, and the assets listed for
4 Minh are greatly overstated and include assets that have not existed for years, in
5 addition to the Exhibit for Minh's assets and debts being apparently mislabeled. It
6 is unknown as to whether Jim is going to provide corrected Exhibits by the time of
7 the evidentiary hearing.
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11 **V.**
12 **AREAS OF DISPUTE IN THE PROPOSED MARITAL SETTLEMENT**
13 **AGREEMENT DRAFTED BY JIM**

14 **A. Jim's Position Regarding the Taxes Is Incorrect**

15 Jim is trying to claim on pages 13-14 of the MSA that taxes owed for 2014,
16 2015, 2016, and 2017 tax years are still outstanding. They are not. The taxes were
17 paid when they were owed. Both parties per their agreement each paid
18 approximately one-half for the balance that was owed.
19

20 The evidence and testimony will show that each party wrote a check to the
21 Internal Revenue Service for their approximately one-half share. The parties by
22 their conduct, the subsequent passage of time, and by the act of each writing a
23 check, modified any prior agreement that may have existed in the Prenuptial
24 Agreement.
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1 Jim has waited 5 years to find an issue. The doctrine of laches should
2 apply. *In Home Sav. Ass'n v. Bigelow*, 779 P.2d 85, 105 Nev. 494 (Nev., 1989),
3 the Nevada Supreme Court stated, laches is more than mere delay in seeking to
4 enforce one's rights, it is delay that works a disadvantage to another, citing to
5 *Cooney v. Pedroli*, 49, 55, 62235 P. 637, 640 (1925) (quoting *Chase v. Chase*, 37
6 A. 804, 805 (R.I. 1897). Here, Jim **5 years**, until *after* he filed a Complaint for
7 Divorce had he lied to the family about agreeing to move to California. Jim's
8 delay of **five years** makes the granting of the relief he requests inequitable.
9
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11

12 Jim has also waived the right to complain how the taxes were paid after 5
13 years. Waiver has been defined as "the intentional relinquishment of a known
14 right." *See Mahban v. MGM Grand Hotel*, 100 Nev. 593, 596, 691 P.2d 421, 423
15 (1984). "[w]aiver may be implied from conduct which evidences an intention to
16 waive a right, or by conduct which is inconsistent with any other intention than to
17 waive the right." *Id*; *Reynolds v. Travelers' Ins. Co.*, 176 Wash 36, 28 P.2d 310
18 (1934) (waiver may be implied from conduct which evidences an intention to
19 waive a right, or by conduct which is inconsistent with any other intention than to
20 waive the right). *See also, Gepford v. Gepford*, 116 Nev. 1033, 13 P.3d 47 (2000).
21
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24

25 Jim's decision to not do anything for **5 years** should obviously be concluded
26 as being a waiver of asking for any reimbursement of taxes for which he and Minh
27 wrote out equal checks for any monies owed.
28

Equitable estoppel is also applicable. Equitable estoppel applies when, (1) the party to be estopped must be apprised of the true facts, (2) that party must intend that his conduct shall be acted upon or must so act that the party asserting estoppel has the right to believe it was so intended, (3) the party asserting estoppel must be ignorant of the true state of the facts, and (4) the party asserting estoppel must have detrimentally relied on the other party's conduct. *Las Vegas Convention and Visitors Authority v. Miller*, 191 P.3d 1138 (Nev. 2008).

Without going into extensive analysis, all of the elements can be met here. Jim knew what the Prenuptial Agreement stated. He still wrote out the checks and did not request reimbursement for **5 years**. By Jim and Minh doing the same thing of sharing the taxes for the past **5 years**, he led everyone to believe that he intended for the parties to share the tax burden equally. Had he told Minh that he was planning on asking for money back, she would have acted differently, and by Jim not omitting telling that when he filed for divorce that he was going to ask for a retroactive accounting, Minh detrimentally relied.

The parties are unable to come to an agreement regarding the MSA in this regard. Paragraph C from Section IV on pages 13-14 should be removed for the reasons given.

1 **B. The Children's 529 Account Should Be Confirmed As Being Minh's**
2 **Separate Property on Behalf of the Children With Her Being in Control**
3 **as the Trustee**

4 The 529 accounts being held on behalf of the children has a balance of
5 roughly \$1,000,000. The accounts are solely in Minh's name. The vast majority
6 of the contributions were made by Minh or by Minh's family. Despite the
7 accounts being held solely in Minh's name, and the vast majority of the
8 contributions coming from Minh or her family, Jim is wanting that 25 percent of
9 the accounts to be transferred into his name.
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12 The Prenuptial Agreement, on page 8, states that there will be no
13 transmutation of separate property. The Agreement further states on page 9, that
14 "all property owned by either party at any time during the parties' marriage shall
15 be such party's sole and separate property, and that the parties shall never have or
16 create any community property at any time during their marriage." On page 10,
17 the agreement states that separate property will include "all property, wherever
18 situated, owned or acquired by either party at any time during the parties' marriage
19 . . ."
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23 On page 23, of the Agreement, the parties agreed that there is a conclusive
24 presumption that any property in which title is held in the sole name of either party
25 at any time after their marriage conclusively shall be presumed to be the sole and
26 separate property of the party in whose sole name title is held regardless of the
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1 source of funds used to acquire the property. The 529 should be confirmed as
2 being Minh's sole and separate property with her being the custodian for the
3 benefit of the children.
4

5 **C. The Exhibits referenced in the Marital Settlement Agreement Appear to**
6 **be Either Incorrect or are Incorrectly Labeled**

7 As indicated, the MSA referenced a number of Exhibits. As also detailed
8 above, the Exhibits were either incorrect or completely omitted. One of the
9 reasons the evidentiary hearing had to be held is that none of the Exhibits provided
10 by Jim were either accurate or provided.
11

12
13 **VI.**
14 **AREAS OF DISPUTE IN THE REQUESTS FOR REIMBURSEMENT**
15 **FROM JIM**

16 The areas for which Jim is seeking reimbursement were only added to the
17 evidentiary hearing at the July 13, 2020, hearing. Therefore, there has been limited
18 time in which to get fully prepared for the matter. Exhibits may be submitted
19 shortly before the hearing.
20

21 Below is the proposed resolution of the items that both parties are raising.

22 **1. Tuition**
23

24 Jim claims the amount of the tuition that Minh owes is \$15,568. The school
25 principal sent Minh a bill that showed the tuition for the children was actually
26 \$22,504.30 from October 2019, forward. Attending school is a Family Living
27 Expense as set out in the Prenuptial Agreement at pages 13-14. As to the Family
28

1 Living Expense, the parties agreed that Jim would contribute 75% to family
2 expenses and Minh 25%.

3 In spite of the terms set out in the Prenuptial Agreement, Minh has also
4 asked Jim to set it up where she can pay the children's tuition. Minh asked Jim to
5 turn off his automatic payment for three months so that she could pay the tuition
6 for three months and so on. Jim's response was to ignore Minh and instead file a
7 Motion falsely claiming that she was refusing to pay the tuition.
8

9 **2. Extracurricular Activities**

10
11 There should be no factual dispute when the children were with Minh, there
12 is no factual dispute that Jim refused to pay for any extracurricular activities in
13 which he was not involved. Now that Jim has had the children most of the time, he
14 demands that Minh pay for extracurricular activities in which she is not involved.
15

16 The closest one can come to language addressing extracurricular activities is
17 on page 32 of the Decree wherein it is stated, the parties agree to equally share . . .
18 expenses for the children's extracurricular activities that the parties agree are best
19 for the children. . .”
20

21 A problem with that is there never was any stipulation or agreement.
22 Another problem is that the authorized financial orders that may be entered
23 regarding children are for child support, health insurance premiums allocable to the
24 minor children, unreimbursed medical expenses, and now, daycare. There is no
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1 independent statutory authority to independently enter orders for payment of
2 extracurricular activities.

3 The inadvertent inclusion of such language for which there was no
4 agreement and for which there is no statutory authority may be seen as being a
5 clerical error correctible under NRCP 60(a). An additional problem is that there is
6 no agreement that activities in which the children participate during the parent's
7 respective time is best for the children. Given those problems, there is no basis for
8 Jim to request reimbursement.
9
10

11 The best either party can hope for is the language of the Prenuptial
12 Agreement on pages 13-14, wherein it is agreed that Jim will pay for 75 percent of
13 Family Expenses and Minh will pay for 25 percent of the Family Expenses. This
14 outcome assumes that extracurricular activities that each parent enrolls the children
15 in their own time are family expenses.
16
17
18

19 **3. There is no Legal Basis for Jim to Demand Reimbursement for**
20 **Health Insurance Paid on Behalf of Minh**

21 The parties are still married to each other. Until the parties are divorced,
22 there is no basis under the law for Minh to have to pay for one-half of the health
23 insurance. Jim is an employee of the medical practice that he shares with two
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1 other physicians. The practice pays for the health insurance premiums without
2 deduction from Jim's paycheck.³

3 The Prenuptial Agreement, on page 15, specifically provides that neither
4 party is to pay support to the other.⁴ By asking for payment of the health insurance
5 premiums that are completely paid by his employer with no deduction from his
6 paycheck, Jim is asking for support both retroactively which is barred by law, and
7 which is not permitted by the terms of the Prenuptial Agreement that Jim wanted.
8

9 **4. Jim Should Pay for His Own Counseling Costs**

10
11 There is no reasonable factual dispute. The children hate being with Jim.
12 The children *love* with Minh. The children *run* to Minh when it is her time to be
13 with them. The children still have to be *dragged* screaming and crying out of
14 Minh's vehicle to be returned to Jim. At the July 31, exchange, Hannah refused to
15 stay in Jim's vehicle and ran into the back of Minh's van and physically refused to
16 allow herself be dragged out.
17
18

19
20 Minh had other matters to which she needed to attend so she took Hannah
21 back to her dental office and suggested to Jim that he come pick up Hannah later.
22
23

24 ³ Most notably, the Venetian does the same thing for its employees.

25
26 ⁴ Neither party shall be entitled to receive alimony, spousal support, maintenance
27 or other compensation (collectively referred to as 'alimony') from the other upon
28 the separation and/or divorce of the parties, specifically including any temporary
alimony during the pendency of any divorce, separate maintenance, or other legal
proceeding involving the parties . . .

1 Jim told her to drop off Hannah the following morning. Minh dropped off Hannah
2 the following morning and when she dropped off Hannah, Jim had two police cars
3 waiting at the gate.
4

5 Jim, and only Jim, has wrecked his relationship with the children. Jim has
6 punched Hannah in the face, has choked her, has removed the locks from her
7 bathroom and bedroom doors, follows her around the house videotaping her, stands
8 in her bedroom and stares at her while she sleeps, and interrogated her about why
9 she does not want to live with him.
10
11

12 When the children are with Minh, they are happy and contented. The
13 children need no counseling when they are with her. Hannah eats well and is a
14 happy and sociable child. When the children are with Jim, they are unhappy and
15 miserable, and everyone agrees that the children need counseling.
16
17

18 In addition, the counseling could be covered by insurance, but Jim refuses to
19 put any of the sessions on the health insurance. Minh has tried to have those
20 communications with Jim about him utilizing the insurance, but Jim has refused to
21 respond.
22

23 There is no legal or factual basis for Minh to pay for any counseling when
24 the counseling is needed for the relationship between Jim and the children and
25 none is needed for the relationship between Minh and the children.
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1 **5. Health Insurance Premiums for the Children**

2 Upon information and belief, the health insurance premiums for the children
3 are fully paid for by Jim's employer. The Decree states that if the employer
4 provides insurance that parent should provide. Again, the available evidence
5 appears that the health insurance premiums are paid by the company. It is only the
6 unreimbursed medical expenses that are to be equally divided. No evidence to the
7 contrary has been provided. There should be no reason for reimbursement of
8 anything.
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12 **VII.**
13 **AREAS OF DISPUTE IN THE REQUESTS FOR REIMBURSEMENT**
14 **FROM JIM**

15 **1. Jim Refuses to Pay for Extracurricular Activities for the Children**

16 Minh has the children enrolled in extracurricular activities during her time
17 with the children and Jim refuses to pay for those extracurricular activities. For
18 Selena for 2019, Minh had Selena enrolled in a swimming class. Minh paid
19 \$544.00 for the class. Jim refused to contribute anything. For 2019, Minh had
20 Matthew and Hannah enrolled in tennis lessons. Minh paid \$2,300 for the lessons.
21 Matthew has been involved in golf lessons. For 2019, Minh paid \$1,000. Minh
22 had Matthew in marital arts. Minh paid 115.69. Minh had Selena in dance. Minh
23 paid 400. Jim refused to contribute anything.
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1 The total owed for the extracurricular activities one-half of \$4,423.87 or
2 \$2,211.94 if that is how Jim wants to interpret the Findings of Fact, Conclusions of
3 Law and Order. If the Court wants to consider the extracurricular activities as
4 Family Expenses as set out in the controlling Prenuptial Agreement then the
5 amount Jim owes is \$2,883.
6

7 **2. Jim Refuses to Pay for Taxes on the Cochise County Land**

9 From the time the land was purchased, the parties were alternating paying
10 the taxes on the Cochise County land. Minh paid for 2017 and 2018. The
11 agreement was that Minh would pay for the odd years and Jim would pay for the
12 even years. Jim refused to pay for 2018 and Minh had to pay. Jim should then be
13 responsible for property taxes for 2019 and 2020. Minh will testify that when she
14 asked Jim to pay the taxes he ignored and then his office manager emailed Minh
15 and told Minh that “he doesn’t have to pay the taxes.”
16
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19 There are four separate parcels of land. Parcel 1 is parcel APN 206-24-
20 00508. Parcel 2 APN 206-24-00302. Parcel 3 is APN 118-02-004H1. Parcel 4 is
21 APN 118-02-004J6.
22

23 The taxes and interest owed for parcel 206-24-00508 for 2019 is \$966.27.
24 The taxes and interest owed for parcel 206-24-00302 for 2019 is \$966.92. The
25 taxes and interest owed for parcel 118-02-004H1 for 2019 is \$862.78. The taxes
26
27
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1 and interest owed for 118-02-004J6 is \$862.78. The total taxes owed by Jim for
2 the four parcels is \$3,658.75.

3 **3. Jim Refuses to Pay for One-Half of the Unreimbursed Medical**
4 **Expenses That Minh has Incurred**

5 Jim refuses to pay for one-half of the medical expenses Minh has incurred
6 on behalf of the children. Matthew has a bill from ABC pediatrics for \$35 that Jim
7 has refused to pay. Hannah has an optometrist bill for \$70 that Jim refuses to pay.
8 The children's dental expenses were \$4,341 and Jim refuses to pay. Minh paid for
9 the children's eye glasses without any contribution from Jim. The amount is
10 \$983.69.
11

12 **4. Jim Refuses to Contribute Anything for the Educational Expenses**
13 **that Minh has Incurred**

14 Minh has incurred educational expenses for Matthew and Hannah in an IXL
15 education yearly membership. The cost is \$239 per child for a total of \$478.
16 There is also tutoring, school clothes, notebooks, and uniforms. The total of these
17 items is \$2,249.92
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22 **III.**
23 **JIM'S REQUEST FOR COMPENSATORY TIME SHOULD BE**
24 **REJECTED AGAIN**

25 Jim's request for compensatory time was rejected by this Court at the
26 hearing on April 22, 2020. The Court found in the Order drafted by Jim,

27 THE COURT FURTHER FINDS that regarding Jim's request for
28 makeup custodial time, Minh's withholding of the children from Jim

1 must be determined to be wrongful in order for Jim to be awarded
2 makeup time. Video Transcript, 10:27:20. Minh obtained an ex parte
3 Protection Order Against Domestic Violence (“TPO”), entered in Case
4 No. T-20-204489-T, which affected the Court’s Custody Order. Video
5 Transcript, 10:27:30. The Court is not concluding today that Minh’s
6 denial of Jim’s custody time was wrongful. Video Transcript,
7 10:27:36. The Court is also concerned it would not be in the children’s
8 best interest for the children to be away from Minh for the same period
9 of time as they have been away from Jim. Video Transcript, 10:27:47.

10 Order at page 5, line 21, to page 6, line 3.

11 Further, the Court stated, “THE COURT FURTHER ORDERS that Jim’s
12 request for twenty-four (24) days of makeup custodial time is denied. Video
13 Transcript, 10:27:20.” Despite that clear and unambiguous order, Jim willfully
14 ignores what the statute states and keeps bringing up the request time and
15 time again. The matter is *res judicata*. Under NRS 125C.020, in order for there
16 to be compensatory time, any withholding must be wrongful.⁵ Minh kept the
17 children because the children were covered by the protective order just as she
18 was covered by the protective order.

19 Jim claims that the prosecutor decided not to pursue charges because the
20 allegations were false. The city attorney *never* stated the allegations were false.

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24 ⁵ NRS 125C.020(1) states,

25 In a dispute concerning the rights of a noncustodial parent to visit his
26 or her child, the court may, if it finds that the noncustodial parent is
27 being wrongfully deprived of his or her right to visit, enter a judgment
28 ordering the custodial parent to permit additional visits to compensate
for the visit of which the noncustodial parent was deprived.

1 Minh, Hannah, and Matthew gave consistent statements to the investigating
2 officer. The city attorney stated that he did “feel” that this was a good case.

3 The city attorney indicated that there was a recording in which it was
4 claimed that there was scuffling over property. It was pointed out to him that if
5 the recording was admitted into evidence that Jim would be waiving his right to
6 self-incrimination and that he could be cross-examined.
7

8
9 If Jim did not want to subject himself to cross-examination (as he should
10 not) then the recording would not come in because there was no one to lay a
11 foundation. Since the recording would not come in the only pieces of evidence
12 would be the three consistent statements from Minh, Hannah, and Matthew that
13 Jim attacked and violently battered her.
14
15

16 When this fact was pointed out to the city attorney, the response was
17 awkward silence on his part. Cases are determined upon facts and not “feelings.”
18

19 Because there is no wrongful withholding, Minh keeping the children was
20 done pursuant to Court order and therefore cannot be wrongful as required by
21 statute.
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**IX.
ATTORNEY'S FEES**

Fees may be awarded under *Brunzell v. Golden Gate National Bank*.⁶

Application of those factors is as follows:

1. Counsel is very experienced in domestic relations litigation.
2. The case itself has been somewhat complex requiring some significant focus on the issues of characterization.
3. Counsel has expended a significant amount of skill, time, and attention to the work in this case.
4. Minh should be considered as being the prevailing party as the positions she is advocating are well supported by Nevada case law.

Fees may also be awarded to Minh under NRS 18.010 as the positions set forth by Minh should be the positions accepted by this Court. A *Brunzell* Brief can be provided post-trial.

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**VIII.
LIST OF WITNESSES**

1. Plaintiff.
2. Defendant.

⁶ 85 Nev. 345, 455 P.2d 31 (1969)

**IX.
LIST OF EXHIBITS**

- A. Prenuptial Agreement
- B. Marital Settlement Agreement
- C. Decree of Divorce.
- D. 529 Account statements for the children. DEFT000001-DEFT0000094.
- E. Proof of college fund checks. DEFT000095-DEFT000097.'
- F. Certificate of Custodian of Records for records from College America.
DEFT0000098-DEFT000099.
- G. Email from Dr. Luong to Jim dated January 23, 2020, requesting assistance
from Jim regarding a foot and ankle problem that Hannah i having.
DEFT000J 00-DEFT000I01.
- H. Email from Dr. Luong to Jim dated Janaury 24, 2020, regarding a foot and
ankle problem that Hannah is having. DEFT000I02-DEFT000I04.
- I. Email from Dr. Luong to Jim dated April 27, 2020, regarding Hannah not
eating well. DEFT000I05-DEFT000I09.
- J. Email from Dr. Luong to Jim dated April 28, 2020, requesting that Jim ay
for one-half of the pediatrician's bill. DEFT000I10-DEFT000I13.
- K. Email from Dr. Luong to .Jim dated April 28, 2020, requesting that Jim pay
for one-half of the optomistrist bill for Hannah. DEFT000I 14 DEFT000I17.

- 1 L. Email from Or. Luong to .Jim dated April 30, 2020, requesting that Jim not
2 make medical appointments for the children without first discussing with
3 her. DEFT000118-DEFT000120.
4
- 5 M. Email from Dr. Luong to Jim dated .June 8, 2020, regarding educational
6 program for the children for which she is seeking reimbursement
7 DEFT000121-DEFT000124.
8
- 9 N. Email from Dr. Luong to Jim dated .June 8, 2020, regarding Hannah not
10 doing well and Selena's eyesight. DEFT000125-DEFT000128.
11
- 12 O. Email from Dr. Luong to Jim dated July IO, 2020, requesting that he pay for
13 the swim class. DEFT000129-DEFT000130.
14
- 15 P. Email from Dr. Luong to Jim date July 13, 2020, requesting that he pay for
16 tennis lessons for Matthew. DEFT000131-DEFT000132.
17
- 18 Q. Email from Dr. Luong to Jim dated June 21, 2020, regarding her fifth
19 request to Jim to pay for the taxes on the Chocise County land
20 DEFT000133-DEFT000136.
21
- 22 R. Email from Dr. Luong to Jim dated July 28, 2020, regarding her sixth
23 request to Jim to pay for the taxes on the Chocise County land
24 DEFT000137-DEFT000141.
25
- 26 S. Proof of payment by Minh for taxes for land in Cochise County for 2017 and
27 2018. DEFT000142-DEFT000146.
28

- 1 T. Receipt for proof of payment by Minh for medical expense for Matthew
2 dated January 2020. DEFT000147.
- 3 U. Receipt for proof of payment by Minh for optometrist expense at Ideal
4 Eyecare for Hannah. DEFT000148.
- 5 V. Acknowledgment of payment for swim school for Selana. DEFT000149-
6 DEFT000150.
- 7 W. Acknowledgement of payment for tennis lessons for Matthew and Hannah
8 for the period of January 2019, through December 2019. DEFT000151.
- 9 X. Email from Minh to Jim dated January 11, 2020, requesting that Jim assist
10 her in setting up an account so that she can pay the tuition to the school
11 directly. DEFT000152.
- 12 Y. Email from Minh to Jim from approximately September or October 2019,
13 regarding unreimbursed medical expenses and extracurricular activities.
14 DEFT000153-DEFT000154.
- 15 Z. Interim spreadsheet from Minh to Jim regarding the monies he owes for the
16 children. DEFT000155.
- 17 AA. Forbearance Agreement that Jim executed from 2017. DEFT000156-
18 DEFT000159.
- 19 BB. Communications between Minh and the parties' accountant, Ty Anderson.
20 DEFT000160-DEFT000175.
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- 1 CC. Spreadsheet summarizing the expenses Minh has paid for the children for
2 which Jim has refused to contribute. DEFT000176-DEFT000177.
3
4 DD. Receipts for private tutoring that Minh has provided for the children.
5 DEFT000178-DEFT000187.
6
7 EE. Receipt for school supplies for the children from Costco. DEFT000188-
8 DEFT000190.
9
10 FF. Receipt for Selena's dress for her dance recital. DEFT000191-
11 DEFT000195.
12
13 GG. Proof payment for Matthew's golf lessons. DEFT000196-DEFT000198.
14
15 HH. Receipt for school books for the children. DEFT000199-DEFT000204.
16
17 II. Proof of payment by Minh for insurance for the vehicles dated March 17.
18 2020. DEFT000205-DEFT206.
19
20 JJ. Credit card statements showing proof of payment by Minh for educational,
21 medical, and extracurricular expenses for the children. DEFT000207-
22 DEFT000222.
23
24 KK. Receipt for payment by Minh of medical expenses for Hannah from March
25 and May 2019, at ABC Pediatrics. DEFT000223-DEFT000224.
26
27 LL. Proof of payment for glasses at Costco for Minh for July 2019.
28 DEFT000225-DEFT000228

1 MM. Proof of payment for optometrist visit for Hannah and Selena for May 2019.

2 DEFT000229-DEFT000232.

3
4 **X.**
5 **UNUSUAL LEGAL OR FACTUAL ISSUES**

6 None.

7 **XI.**
8 **LENGTH OF TRIAL**

9 One-half day.

10
11 DATED this 10th day of August 2020

12 PAGE LAW FIRM

13
14 /s/ *FRED PAGE*

15 _____
16 FRED PAGE, ESQ.
17 Nevada Bar No. 6080
18 6930 South Cimarron Road, Suite 140
19 Las Vegas, Nevada 89113
20 (702) 823-2888
21 Attorney for Defendant
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CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of August 2020, the foregoing
DEFENDANT’S PRE-TRIAL MEMORANDUM was served pursuant to NEFCR
9 via e-service to Robert Dickerson, Esq. attorney for Plaintiff.

/s/ Fred Page

An employee of Page Law Firm

88

88

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

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Facsimile: (702) 388-0210

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Attorneys for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

JAMES W. VAHEY,

Plaintiff,

v.

MINH NGUYET LUONG,

Defendant.

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

ORDER FROM JULY 13, 2020 HEARING

This matter having come before the Honorable Judge T. Arthur Ritchie, Jr., on the 13th day of July, 2020, for a hearing on Plaintiff's Emergency Motion to Resolve Parent-Child Issues and for Attorneys' Fees and Costs ("Emergency Motion"); Defendant's Opposition to Plaintiff's Emergency Motion 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 ("Opposition and Countermotion"); and Plaintiff's Reply to Defendant's Opposition to Plaintiff's Emergency Motion and Opposition to Defendant's Countermotion ("Reply"); Plaintiff, JAMES W. VAHEY ("Jim"), present telephonically with his attorneys, ROBERT P. DICKERSON, ESQ., and

1 SABRINA M. DOLSON, ESQ., of THE DICKERSON KARACSONYI
2 LAW GROUP, and Defendant, MINH NGUYET LUONG (“Minh”),
3 present telephonically with her attorney, FRED PAGE, ESQ., of PAGE
4 LAW FIRM. The Court, having reviewed the papers and pleadings on file
5 herein, having considered the argument of each party’s counsel, and good
6 cause appearing therefore, hereby FINDS and ORDERS as follows:

7 THE COURT HEREBY FINDS that it has subject matter jurisdiction
8 at any time during the minority of the children to address parent child
9 issues, including the custody, care, education, maintenance, and support
10 of the children, even though custody has been resolved in this case,
11 pursuant to NRS 125C.0045. Video Transcript, 11:22:40.

12 THE COURT FURTHER FINDS that there is no adequate cause to
13 modify custody for reasons set forth in the Order from April 22, 2020
14 hearing. The record is clear regarding the basis for the current custody
15 order. Video Transcript, 11:23:00.

16 THE COURT FURTHER FINDS that both parties have agreed there
17 are issues relating to Hannah Vahey and both parties have suggested that
18 the Court support a therapeutic approach to addressing those issues. Video
19 Transcript, 11:23:20. THE COURT FURTHER FINDS it is not
20 considering an appointment pursuant to NRCP 16.22, and is not seeking
21 a custody evaluation. Video Transcript, 11:23:35. THE COURT
22 FURTHER FINDS it rejects the notion that the therapist would be
23 delegated judicial powers or to testify at a custody hearing. Video
24 Transcript, 11:23:50.

25 THE COURT FURTHER FINDS that there are parent-child issues
26 concerning Hannah Vahey. Video Transcript, 11:24:18. It does not matter
27 if the issues are between the minor child and the father or the minor child
28 and the mother. Video Transcript, 11:24:23. The Court has a

1 responsibility to issue orders that are in the best interest of the child as it
2 relates to establishing a therapeutic resource supported by both parents
3 that would allow the child to work through those issues with the parents.
4 Video Transcript, 11:24:28.

5 THE COURT HEREBY ORDERS that Jim's request for Bree Mullin
6 to be appointed as the children's psychologist is GRANTED. Video
7 Transcript, 11:25:08. Consequently, THE COURT FURTHER ORDERS
8 that Minh's request to appoint Jen Mitzel as the children's therapist is
9 DENIED. Video Transcript, 11:26:05. THE COURT FURTHER ORDERS
10 that Ms. Mullin is not to provide reports to the Court to be used in
11 custody litigation as she is to be used as a resource in addressing the
12 parent-child issues with Hannah. Video Transcript, 11:25:40. THE
13 COURT FURTHER ORDERS that Minh must support and participate in
14 the process of and cooperate with Ms. Mullin as the children's
15 psychologist. Video Transcript, 11:25:56. THE COURT FURTHER
16 ORDERS the parties to report to the Court on August 13, 2020 as to the
17 fact that the therapeutic relationship has been established and what has
18 occurred in the time between this hearing and the August 13, 2020
19 hearing. Video Transcript, 11:29:00.

20 THE COURT FURTHER ORDERS that each party must inform the
21 other party in writing where the children will be whenever the children will
22 be away from the custodial parent's home for a period of two (2) nights or
23 more. Video Transcript, 11:26:40.

24 THE COURT FURTHER ORDERS that Jim's request for scheduled
25 telephonic communication between the parent and the children during the
26 other parent's custody timeshare is DENIED at this time. Video
27 Transcript, 11:26:50.

28 . . .

1 THE COURT FURTHER ORDERS that, regarding the financial
2 issues, the requests for reimbursement are deferred until final judgment is
3 entered. Video Transcript, 11:27:00.

4 THE COURT FURTHER ORDERS that the request for attorneys'
5 fees and costs is deferred until final judgment is entered. Video Transcript,
6 11:27:50.

7 THE COURT FURTHER ORDERS that Minh's request to modify
8 custody is DENIED as there is not adequate cause to modify child custody.
9 Video Transcript, 11:23:00.

10 THE COURT FURTHER ORDERS that Jim's request for twenty-
11 four (24) days of makeup custody time is DENIED WITHOUT
12 PREJUDICE as the Court has not yet made a finding that Minh's
13 withholding of the children from Jim was wrongful. Jim will be entitled to
14 consideration for compensatory time if and when the Court makes that
15 finding. Video Transcript, 11:29:23.

16 THE COURT FURTHER ORDERS that Minh's request for the
17 appointment of a guardian ad litem is DENIED as a guardian ad litem is
18 not necessary. Video Transcript, 11:26:10.

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1 THE COURT FURTHER ORDERS that Minh's request for a child
2 interview is DENIED as child interviews are second-hand and not
3 admissible, and the probative value is not outweighed by the prejudice.
4 Video Transcript, 11:26:10.

5 DATED this ____ day of August, 2020. Dated this 11th day of August, 2020

6 

7 DISTRICT COURT JUDGE

8 F6B 76B CCB5 361E

9 T. Arthur Ritchie

10 District Court Judge

11 Respectfully submitted:

Approved as to form and content:

12 THE DICKERSON KARACSONYI
13 LAW GROUP

PAGE LAW FIRM

14 /s/ Sabrina M. Dolson
15 ROBERT P. DICKERSON, ESQ.
16 Nevada Bar No. 000945
17 SABRINA M. DOLSON, ESQ.
18 Nevada Bar No. 013105
19 1745 Village Center Circle
20 Las Vegas, Nevada 89134
21 Attorneys for Plaintiff

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

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4

5
6 James W. Vahey, Plaintiff

CASE NO: D-18-581444-D

7 vs.

DEPT. NO. Department H

8 Minh Nguyet Luong, Defendant.
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 8/11/2020

15 Sabrina Dolson

Sabrina@thedklawgroup.com

16 Robert Dickerson

Bob@thedklawgroup.com

17 Info info email

info@thedklawgroup.com

18 Fred Page

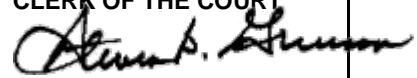
fpage@pagelawoffices.com

19 Edwardo Martinez

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NEOJ
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Attorneys for Plaintiff

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

JAMES W. VAHEY,

Plaintiff,

v.

MINH NGUYET LUONG,

Defendant.

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

NOTICE OF ENTRY OF ORDER FROM JULY 13, 2020 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 JULY 13, 2020
HEARING, a true and correct copy of which is attached hereto, was
entered in the above-entitled matter on the 11th day of August, 2020.

DATED this 11th day of August, 2020.

THE DICKERSON KARACSONYI
LAW GROUP

By /s/ Sabrina M. Dolson #13105 for
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Plaintiff

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[X] pursuant to NEFCR 9, NRCPP 5(b)(2)(E), and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

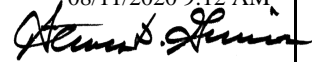
[] pursuant to NRCPP 5(b)(2)(C), by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

[] pursuant to NRCPP 5(b)(2)(F), to be sent via facsimile, by duly executed consent for service by electronic means; and

[] pursuant to NRCPP 5(b)(2)(A), by hand-delivery with signed Receipt of Copy.

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

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CLERK OF THE COURT

ORDR

THE DICKERSON KARACSONYI LAW GROUP
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Attorneys for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

JAMES W. VAHEY,

Plaintiff,

v.

MINH NGUYET LUONG,

Defendant.

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

ORDER FROM JULY 13, 2020 HEARING

This matter having come before the Honorable Judge T. Arthur Ritchie, Jr., on the 13th day of July, 2020, for a hearing on Plaintiff's Emergency Motion to Resolve Parent-Child Issues and for Attorneys' Fees and Costs ("Emergency Motion"); Defendant's Opposition to Plaintiff's Emergency Motion 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 ("Opposition and Countermotion"); and Plaintiff's Reply to Defendant's Opposition to Plaintiff's Emergency Motion and Opposition to Defendant's Countermotion ("Reply"); Plaintiff, JAMES W. VAHEY ("Jim"), present telephonically with his attorneys, ROBERT P. DICKERSON, ESQ., and

1 SABRINA M. DOLSON, ESQ., of THE DICKERSON KARACSONYI
2 LAW GROUP, and Defendant, MINH NGUYET LUONG (“Minh”),
3 present telephonically with her attorney, FRED PAGE, ESQ., of PAGE
4 LAW FIRM. The Court, having reviewed the papers and pleadings on file
5 herein, having considered the argument of each party’s counsel, and good
6 cause appearing therefore, hereby FINDS and ORDERS as follows:

7 THE COURT HEREBY FINDS that it has subject matter jurisdiction
8 at any time during the minority of the children to address parent child
9 issues, including the custody, care, education, maintenance, and support
10 of the children, even though custody has been resolved in this case,
11 pursuant to NRS 125C.0045. Video Transcript, 11:22:40.

12 THE COURT FURTHER FINDS that there is no adequate cause to
13 modify custody for reasons set forth in the Order from April 22, 2020
14 hearing. The record is clear regarding the basis for the current custody
15 order. Video Transcript, 11:23:00.

16 THE COURT FURTHER FINDS that both parties have agreed there
17 are issues relating to Hannah Vahey and both parties have suggested that
18 the Court support a therapeutic approach to addressing those issues. Video
19 Transcript, 11:23:20. THE COURT FURTHER FINDS it is not
20 considering an appointment pursuant to NRCP 16.22, and is not seeking
21 a custody evaluation. Video Transcript, 11:23:35. THE COURT
22 FURTHER FINDS it rejects the notion that the therapist would be
23 delegated judicial powers or to testify at a custody hearing. Video
24 Transcript, 11:23:50.

25 THE COURT FURTHER FINDS that there are parent-child issues
26 concerning Hannah Vahey. Video Transcript, 11:24:18. It does not matter
27 if the issues are between the minor child and the father or the minor child
28 and the mother. Video Transcript, 11:24:23. The Court has a

1 responsibility to issue orders that are in the best interest of the child as it
2 relates to establishing a therapeutic resource supported by both parents
3 that would allow the child to work through those issues with the parents.
4 Video Transcript, 11:24:28.

5 THE COURT HEREBY ORDERS that Jim's request for Bree Mullin
6 to be appointed as the children's psychologist is GRANTED. Video
7 Transcript, 11:25:08. Consequently, THE COURT FURTHER ORDERS
8 that Minh's request to appoint Jen Mitzel as the children's therapist is
9 DENIED. Video Transcript, 11:26:05. THE COURT FURTHER ORDERS
10 that Ms. Mullin is not to provide reports to the Court to be used in
11 custody litigation as she is to be used as a resource in addressing the
12 parent-child issues with Hannah. Video Transcript, 11:25:40. THE
13 COURT FURTHER ORDERS that Minh must support and participate in
14 the process of and cooperate with Ms. Mullin as the children's
15 psychologist. Video Transcript, 11:25:56. THE COURT FURTHER
16 ORDERS the parties to report to the Court on August 13, 2020 as to the
17 fact that the therapeutic relationship has been established and what has
18 occurred in the time between this hearing and the August 13, 2020
19 hearing. Video Transcript, 11:29:00.

20 THE COURT FURTHER ORDERS that each party must inform the
21 other party in writing where the children will be whenever the children will
22 be away from the custodial parent's home for a period of two (2) nights or
23 more. Video Transcript, 11:26:40.

24 THE COURT FURTHER ORDERS that Jim's request for scheduled
25 telephonic communication between the parent and the children during the
26 other parent's custody timeshare is DENIED at this time. Video
27 Transcript, 11:26:50.

28 . . .

1 THE COURT FURTHER ORDERS that, regarding the financial
2 issues, the requests for reimbursement are deferred until final judgment is
3 entered. Video Transcript, 11:27:00.

4 THE COURT FURTHER ORDERS that the request for attorneys'
5 fees and costs is deferred until final judgment is entered. Video Transcript,
6 11:27:50.

7 THE COURT FURTHER ORDERS that Minh's request to modify
8 custody is DENIED as there is not adequate cause to modify child custody.
9 Video Transcript, 11:23:00.

10 THE COURT FURTHER ORDERS that Jim's request for twenty-
11 four (24) days of makeup custody time is DENIED WITHOUT
12 PREJUDICE as the Court has not yet made a finding that Minh's
13 withholding of the children from Jim was wrongful. Jim will be entitled to
14 consideration for compensatory time if and when the Court makes that
15 finding. Video Transcript, 11:29:23.

16 THE COURT FURTHER ORDERS that Minh's request for the
17 appointment of a guardian ad litem is DENIED as a guardian ad litem is
18 not necessary. Video Transcript, 11:26:10.

19 . . .

20 . . .

21 . . .

22 . . .

23 . . .

24 . . .

25 . . .

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27 . . .

28 . . .

1 THE COURT FURTHER ORDERS that Minh's request for a child
2 interview is DENIED as child interviews are second-hand and not
3 admissible, and the probative value is not outweighed by the prejudice.
4 Video Transcript, 11:26:10.

5 DATED this ____ day of August, 2020. Dated this 11th day of August, 2020

6 

7 DISTRICT COURT JUDGE

8 F6B 76B CCB5 361E

9 T. Arthur Ritchie

10 District Court Judge

11 Respectfully submitted:

Approved as to form and content:

12 THE DICKERSON KARACSONYI
13 LAW GROUP

PAGE LAW FIRM

14 /s/ Sabrina M. Dolson
15 ROBERT P. DICKERSON, ESQ.
16 Nevada Bar No. 000945
17 SABRINA M. DOLSON, ESQ.
18 Nevada Bar No. 013105
19 1745 Village Center Circle
20 Las Vegas, Nevada 89134
21 Attorneys for Plaintiff

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

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4

5
6 James W. Vahey, Plaintiff

CASE NO: D-18-581444-D

7 vs.

DEPT. NO. Department H

8 Minh Nguyet Luong, Defendant.
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 8/11/2020

15 Sabrina Dolson

Sabrina@thedklawgroup.com

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18 Fred Page

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19 Edwardo Martinez

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Steven D. Grierson

1 **ROC**
2 THE DICKERSON KARACSONYI LAW GROUP
3 ROBERT P. DICKERSON, ESQ.
4 Nevada Bar No. 000945
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11 Email: info@thedklawgroup.com

12 Attorneys for Plaintiff

13 DISTRICT COURT
14 FAMILY DIVISION

15 CLARK COUNTY, NEVADA

16 JAMES W. VAHEY,

17 Plaintiff,

18 v.

19 MINH NGUYET LUONG,

20 Defendant.

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

23 RECEIPT OF COPY

24 RECEIPT of PLAINTIFF, JAMES W. VAHEY'S, TRIAL EXHIBITS
25 is hereby acknowledged this 11 day of August, 2020, at 4:49 p.m.

26 PAGE LAW FIRM

27 *M G S S S*
28 FRED PAGE, ESQ.
Nevada Bar No. 006080
6930 South Cimarron Road, Suite 140
Las Vegas, Nevada 89113
Attorney for Defendant

Exh. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40.

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1 OSEH
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6 **DISTRICT COURT**
7 **FAMILY DIVISION**
8 **CLARK COUNTY, NEVADA**
9

10 JAMES W. VAHEY,
11

12 Plaintiff,
13

14 vs.
15

16 MINH NGUYET LUONG,
17

18 Defendant.
19

CASE NO.: D-18-581444-D
DEPARTMENT H
RJC-Courtroom 3G

20 **AMENDED ORDER SETTING EVIDENTIARY HEARING**
21

22 Date of Hearing: September 4, 2020
23

24 Time of Hearing: 9:00 a.m.
25

26 **IT IS HEREBY ORDERED** that in order to hear further testimony, the
27 above-entitled case has been set for the 4th day of September, 2020, at the hour
28 of 9:00 a.m. to 11:30 a.m., in Department H at the Regional Justice Center, 200
Lewis Avenue, Courtroom 3G, Las Vegas, Nevada.

IT IS FURTHER ORDERED that no continuances will be granted to
either party unless written application is made to the Court, served upon

1 opposing counsel or proper person litigant, and a hearing held at least three (3)
2 days prior to the Evidentiary Hearing. *If this matter settles, please advise the*
3 *Court as soon as possible.*
4

5 Dated this 14th day of August, 2020

6 
7

8 B68 98A 9459 DD9F
9 T. Arthur Ritchie
10 District Court Judge

11 **CERTIFICATE OF SERVICE**

12 On or about the file stamp date, a copy of the foregoing Amended Order
13 Setting Evidentiary Hearing was:

14 ☒ E-served pursuant to NEFCR 9; or mailed, via first-class mail, postage
15 fully prepaid to:
16

17
18 Robert P. Dickerson, Esq. for
19 PLAINTIFF

20 Fred Page, Esq. for
21 DEFENDANT

22 Katrina Rausch

23 Katrina Rausch
24 Judicial Executive Assistant
25 Department H
26
27
28

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 James W. Vahey, Plaintiff

CASE NO: D-18-581444-D

7 vs.

DEPT. NO. Department H

8 Minh Nguyet Luong, Defendant.
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 8/14/2020

15 Sabrina Dolson

Sabrina@thedklawgroup.com

16 Robert Dickerson

Bob@thedklawgroup.com

17 Info info email

info@thedklawgroup.com

18 Fred Page

fpage@pagelawoffices.com

19 Edwardo Martinez

edwardo@thedklawgroup.com

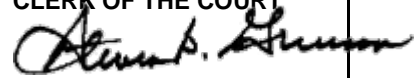
20
21
22 If indicated below, a copy of the above mentioned filings were also served by mail
23 via United States Postal Service, postage prepaid, to the parties listed below at their last
known addresses on 8/17/2020

24 Fred Page

6930 South Cimmaron Road Suite 140
Las Vegas, NV, 89113

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EXHS
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Attorneys for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

JAMES W. VAHEY,
Plaintiff,

v.

MINH NGUYET LUONG,
Defendant.

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

**SUPPLEMENTAL APPENDIX OF EXHIBITS IN SUPPORT OF
PLAINTIFF'S EMERGENCY MOTION TO RESOLVE PARENT-
CHILD ISSUES AND FOR 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 Supplemental Appendix of Exhibits in Support of Plaintiff's Emergency Motion to Resolve Parent-Child Issues and for Attorneys' Fees and Costs. The supplemental exhibits will be identified in bold and blue text.

...

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...

1	Title/Description of Document	Exhibit Number
2	April 27, 2020 Letter from Sabrina M. Dolson, Esq. to Fred Page, Esq.	1
3	Text Messages Exchanged Between Jim and Minh from April 23 to 25, 2020	2
4	Text Messages Exchanged Between Jim and Minh on April 29, 2020	3
5	Psychology Today – Bree Mullins	4
6	May 18, 2020 Letter from Fred Page, Esq. to Sabrina M. Dolson, Esq.	5
7	May 19, 2020 Letter from Sabrina M. Dolson, Esq. to Fred Page, Esq.	6
8	Photographs Found in Hannah’s Room	7
9	Letters from Hannah to Jim	8
10	May 13, 2020 Email from Dr. Michelle Gravley to Jim and Minh	9
11	May 1, 2020 Email from Dr. Michelle Gravley to Jim and Minh	10
12	June 1, 2020 Email from Dr. Michelle Gravley to Jim and Minh	11
13	Text Messages Regarding Communication with Children	12
14	May 26, 2020 Letter from Fred Page, Esq. to Sabrina M. Dolson, Esq.	13
15	May 26, 2020 Letter from Sabrina M. Dolson, Esq. to Fred Page, Esq.	14
16	Emails Exchanged Between Jim and Minh Regarding Reimbursement for the Children’s Expenses	15
17	January 24, 2020 Email from Jim to Minh Requesting Reimbursement for Challenger School Applicant Fees	16
18	Copy of Check Paying Challenger School Applicant Fees	17
19	Health Insurance Premium Rates	18
20	December 19, 2019 Email from Jim to Minh Regarding Dr. Gravley’s Bill	19
21	February 19, 2020 Text Message from Jim to Minh Regarding Hannah’s Ophthalmology Appointment	20

March 3 and 9, 2020 Emails from Jim to Minh Regarding Selena's Ophthalmology Appointment and Eye Drops	21
Google Maps Showing Time to Drive from Challenger School to Bree Mullins' Office	22
Google Maps Showing Time to Drive from Challenger School to Jen Mitzel's Office	23
Psychology Today – Jen Mitzel	24
Text Messages Exchanged Between Hannah and Jim	25
Text Messages Exchanged Between Minh and Jim Regarding Hannah's Therapy	26

DATED this 3rd day of September, 2020.

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
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Attorneys for Plaintiff

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☒ pursuant to NEFCR 9, NRCP 5(b)(2)(E), and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

☐ pursuant to NRCP 5(b)(2)(C), by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

☐ pursuant to NRCP 5(b)(2)(F), to be sent via facsimile, by duly executed consent for service by electronic means;

☐ pursuant to NRCP 5(b)(2)(A), by hand-delivery with signed Receipt of Copy.

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

24
25
26
27
28

EXHIBIT 25

EXHIBIT 25

EXHIBIT 25



Hannah E. >

Yesterday 7:07 PM

Cancel the hot lunch for the rest of the week

7:07 PM

I don't think I can.
They still charge for short notice

7:08 PM

Delivered

One of the infected classes students has a brother that is in my class so if u still plan on making me go to school with some stupid cloth over my mouth to protect me then consider yourself a bad parent

7:08 PM

Not like u can get be a worst parent

7:10 PM

U already r

7:10 PM

So either pay for it or cancel it

7:11 PM



iMessage





Hannah E. >

I don't think I can.
They still charge for short
notice

7:08 PM

Delivered

One of the infected classes
students has a brother that
is in my class so if u still
plan on making me go to
school with some stupid
cloth over my mouth to
protect me then consider
yourself a bad parent

7:08 PM

Not like u can get be a worst
parent

7:10 PM

U already r

7:10 PM

So either pay for it or cancel
it

7:11 PM

And don't let me get COVID
unless u want me to

7:11 PM

Oh right, u do

7:11 PM



iMessage



EXHIBIT 26

EXHIBIT 26

EXHIBIT 26



Nguyet >

Yesterday 4:59 PM

I discussed the counselor with Hannah. Will you please also talk to her. She really needs to hear your support.

4:59 PM

Yesterday 7:00 PM

Have you talked with Hannah the way Nate Minetto recommended? Nguyet, please help her to cooperate. Just like everything else, if you and I are on the same page, just like Nate said, Hannah will cooperate.
Thanks

7:00 PM

Today 8:48 AM

Please call and speak with Hannah.



iMessage





Nguyet >

Today 8:48 AM

Please call and speak with Hannah.
She told me you didn't want her to go to the therapist. Just like Nate said, if you and I are on a united front Hannah is more likely to cooperate.
Thank you in advance for your support for Hannah

8:48 AM

I talked to Hannah yesterday. I did not tell her that I don't want to go. I encouraged her to go but I also told her I am not going to force her. She said the reason she doesn't want to go is because no body listens to her any way.

9:10 AM

Please talk to her now to encourage her to cooperate

9:11 AM



iMessage





Nguyet >

I talked to Hannah yesterday. I did not tell her that I don't want to go. I encouraged her to go but I also told her I am not going to force her. She said the reason she doesn't want to go is because no body listens to her any way.

9:10 AM

Please talk to her now to encourage her to cooperate

9:11 AM

Delivered

When she asks me to ask you to do something and your response to me was not to be in the middle and that she needs to deal with you directly. Now you are asking me to do the same. You need to deal with her directly. I already asked her.

9:13 AM

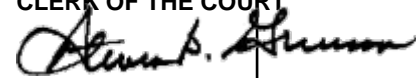


iMessage



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EXHS
FRED PAGE, ESQ.
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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 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**

COMES NOW, Defendant, MINH NGUYET LUONG, by and through her
counsel, Fred Page, Esq. and hereby submits her Exhibit Appendix in Support of
her Motion to Enter Decree of Divorce and for Attorney's Fees and Costs. The
Exhibit Appendix is as follows:

Exhibit A: A copy of the Case Information Sheet provided by the
Henderson Police Department regarding Hannah and Matthew
attempting to run away from Jim.

1 **Exhibit B:** Correspondence dated December 19, 2019, to Jim's counsel
2 advising as to what Jim did and advising that Hannah's grades
3 had precipitously dropped from "A's" and "B's" to "C's" and
4 "D's" and an "F." The correspondence further indicates to
5 Jim's counsel that Matthew lays on the floor of the van and
6 cries and screams at the custody exchanges.
7

8
9 **Exhibit C:** A copy of the card provided by provided by the Henderson
10 Police Department dated January 5, 2020, wherein it is stated
11 by the officer that Jim refused to get out of the house and assist
12 with the exchange.
13
14

15 **Exhibit D:** A copy of Hannah's grades for the first term of the 2019-2020
16 school year.
17

18 **Exhibit E:** A copy of Matthew's grades for the first term of the 2019-2020
19 school year.
20

21 **Exhibit F:** Copy of the print out provided by the Henderson Police
22 Department regarding the battery constituting domestic
23 violence incident.
24

25 **Exhibit G:** Minh's witness statement dated March 20, 2020, wherein she
26 details the battery committed by Jim against her.
27
28

1 **Exhibit H:** A copy of the printout of the Henderson Municipal Court
2 regarding the criminal charges that were filed against Jim. The
3 case was eventually closed.
4

5 **Exhibit I:** Correspondence dated May 26, 2020, responding to Jim's
6 correspondence dated May 19, 2020.
7

8 **Exhibit J:** Correspondence regarding health insurance dated October 7,
9 2020.
10

11 **Exhibit K:** Correspondence dated October 11, 2020, inquiring as to the
12 when the Decree and Marital Settlement Agreement might be
13 expected.
14

15 **Exhibit L:** Correspondence dated November 10, 2020, with Minh's
16 detailed response to Jim's proposal regarding vacations and
17 holidays.
18

19 **Exhibit N:** Correspondence dated December 23, 2020, wherein it was
20 advised that the summer schedule Jim wanted was overly
21 complicated, that Minh agreed to withdraw her request that she
22 have the children on her birthday. For the three day weekends
23 Minh proposed that the party that picks up the children on
24 Friday keep the children for that week until the following
25 Friday without taking into account the holiday. As to health
26
27
28

1 insurance, Minh provided detailed information regarding the
2 policy from United Health Care.

3 **Exhibit O:** Correspondence dated January 21, 2021, from Minh's counsel
4 to Jim's counsel summarizing the areas that were in agreement
5 and the area for which there was still no agreement.
6

7
8 DATED this 11th day of February 2021

9 PAGE LAW FIRM

10
11
12 

13 FRED PAGE, ESQ.
14 Nevada Bar No. 6080
15 6930 South Cimarron Road, Suite 140
16 Las Vegas, Nevada 89113
17 (702) 823-2888
18 Attorney for Defendant/Counterclaimant
19
20
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EXHIBIT A

EXHIBIT A

EXHIBIT A



**Henderson Police Department
Incident Report**

3/30/2020 12:53:08 PM

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

Incident: HP191217000097

Report:

Date/Time: 12/17/2019 06:02:09

Officer: CUNNINGHAMC

Address: 33 GRAND MEDITERRA BLVD - SOUTH SHORE GUARD SHACK

Type: 418A - 418A - FOUND PERSON

Comments:

Date/Time:

Comment:

12/17/2019 6:03:08 AM

PR HAS 1 6 YO BOY AND 1 7 YO GIRL AT THE GATE WHO TOLD PR THEY RAN AWAY, AMJ AND AFJ

12/17/2019 6:03:20 AM

THEY DONT KNOW THEIR ADDR

12/17/2019 6:31:21 AM

27 VIA MIRA MONTE

12/17/2019 6:37:18 AM

VAHEY, JAMES WALTER RECORD STATUS: CURRENT SOC: DOB: 12151962

12/17/2019 7:01:31 AM

REC'G CALL FROM MOM LUONG, MINH PH 702-353-2319 & SHE IS REQ'G OFCR CALL HER ALL CHILDREN C4, NO SIGNS OF NEGLECT/ABUSE. CHILDREN WERE UPSET DUE TO MOM AND DADS DIVORCE, CHILDREN STATED THEY WANTED TO SEE MOM AND THATS THE REASON THEY RAN AWAY TO THE GUARD SHACK. MATTHEW AND HANNAH VAHNEY

12/17/2019 7:39:37 AM

THIS RECORD HAS BEEN REDACTED
PURSUANT TO
NRS 239B.030 / 603A.040 - PERSONAL
INFORMATION

EXHIBIT B

EXHIBIT B

EXHIBIT B

PAGE LAW FIRM

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

December 19, 2019

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

VIA E-SERVICE ONLY

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

Re: James W. Vahey v. Minh Nguyet Luong
PLF Client: Minh Nguyet Luong
Case No.: D-18-581444-D
Subject: The Children Running Away From Mr. Vahey's House

Dear Bob:

It appears that your client did not inform you, but in the early morning hours of Tuesday, December 17, 2019, Hannah, Matthew, and Selena developed a coordinated plan and ran away from Mr. Vahey's house. The children only got as far as the guardhouse. When the children got to the guardhouse they informed the guard they missed their mother and wanted to be with her.

The guard contacted Ms. Luong, and the Henderson Police Department. The children were then taken back to Mr. Vahey's house. Mr. Vahey's negligence of allowing the children to exit the house, at apparently any time, is borderline neglect for which Child Protective Services can become involved.

Ms. Luong immediately drove to Lake Las Vegas. When she got there, the Henderson Police Department was already there, apparently taking a report of what had transpired. Ms. Luong asked Mr. Vahey to enter the house so that she could check on the children. Mr. Vahey's response was to refuse her reasonable request to check on the children's wellbeing and shut the door on her.

Your office was subsequently called to discuss what had occurred. Mr. Vahey never contacted your office to let anyone know what had occurred. It appears by not contacting your office, while there is an open case, Mr. Vahey may have been trying to avoid disclosing what had occurred or cover up what had occurred while the children were with him. When it was reported to your office what had happened and the concerns, that Ms. Luong had, it was retorted back that she is "brainwashing" the children. It seems unlikely that the Court is going to be assumed that the response for Mr. Vahey allowing the children to run away is not to take any responsibility, but rather to attack and blame Ms. Luong.

Robert Dickerson, Esq.

December 19, 2019

Page 2

Everyone should agree that it appears that the children are failing to thrive in Mr. Vahey's care. Hannah's grades have dropped from A's and B's to C's and D's and an F. At this rate, Hannah may be held back a grade. Matthew lays on the floor of the van and cries and screams at the custody exchanges.

Now that he has primary physical custody, Mr. Vahey has placed a surveillance camera *inside* Hannah's bedroom so that he can watch what she is doing, at all times. A soon to be entering puberty girl is unable to sleep and dress without being videotaped. Mr. Vahey taking the approach of "you do what I tell you to do, when I tell you to do it," or treating her as an infant or toddler for which there are cameras is unlikely to be construed as being in her best interests. Mr. Vahey is emotionally scarring the child. Please confirm that Mr. Vahey has removed the surveillance camera from Hannah's room.

Joint legal custody requires that each parent is entitled to privacy during their communications with the other parent. Mr. Vahey has taken away that privacy and is violating the terms of joint legal custody. Mr. Vahey has taken away the children's iPhones and iPads. The children are required to communicate with Ms. Luong on Mr. Vahey's phone. The children communicate through earpieces. When Ms. Luong speaks with the children the children only have one earpiece in their ear. The other earpiece is in Mr. Vahey's ear so that he can monitor the communications. Please confirm that that Mr. Vahey will return the children's iPhones and iPads and that he will respect Ms. Luong's and the children's right of privacy and cease violating the terms of joint legal custody.

Again, the children are failing to thrive in Mr. Vahey's care. The therapist for the children is failing to provide any meaningful assistance. Rather than taking the designation of primary physical custodian as a designation of responsibility and act accordingly, Mr. Vahey has taken the designation as an excuse to try and exercise power and control over Ms. Luong. In addition, Mr. Vahey tries to blame Ms. Luong for the children failing to thrive rather than co-parent.

Rather than shutting out Ms. Luong it is requested by Ms. Luong that Mr. Vahey engage in co-parenting and look for solutions together so that the children are able to thrive.

PAGE LAW FIRM

Robert Dickerson, Esq.
December 19, 2019
Page 3

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

Very truly yours.

PAGE LAW FIRM

A handwritten signature in black ink, appearing to read 'Fred Page', written over a horizontal line.

Fred Page, Esq.

FCP

EXHIBIT C

EXHIBIT C

EXHIBIT C



**Henderson Police Department
Incident Report**

3/30/2020 1:07:26 PM

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

Incident: HP200105000617

Report:

Date/Time: 01/05/2020 19:24:52

Officer: WOODSJ

Address: 27 VIA MIRA MONTE -

Type: 437 - 437 - KEEP PEACE/ASST CITIZEN

Comments:

Date/Time:

Comment:

1/5/2020 7:26:14 PM

PR NEEDS TO DROP OFF HER THREE KIDS TO EX HUSBAND ,, 5,9,10 YO REFUSING TO GET OUT OF VEH , MALE REFUSING TO COME OUT OF RESIDENCE,, PR IN A GRY TESLA

1/5/2020 8:15:05 PM

CHILDREN WENT INSIDE WITH FATHER WITHOUT INCIDENT

EXHIBIT D

EXHIBIT D

EXHIBIT D



CHALLENGER
SCHOOL

Achievement Report

2019-2020

Child ID: 002-050-487

Birthday: 3/19/09

For Hannah Vahey

5th Grade

Silverado Campus

	1st Term 8/19/19 - 12/22/19	2nd Term 12/23/19 - 5/29/20
LANGUAGE ARTS		
Reading/Literature	B	
Writing/Composition	B-	
Grammar	D (1)	
Spelling/Vocabulary	C+	
Speech/Memorization	B+	
MATHEMATICS		
Computation/Application	B-	
SCIENCE		
Science	D (1)	
LOGIC		
Word Processing/Programming	B-	
Thinking Skills	B	
HISTORY/GEOGRAPHY		
World History I	C-	
ANCILLARY SUBJECTS		
Penmanship	S	
Music	S+	
Art	S+	
PE/Sports	S	
Comportment	E	
Partial Days Absent	1	0
Days Absent		

COMMENTS:	1st Term
Improved participation	
Improved study habits	
Capable student	
(1) Has difficulty grasping concepts	

Teacher:

Mrs. Baron

Signature:

Ms. Baron

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.

The achievements for first through fourth grades are reported in percentages. Fifth through eighth grades are reported with letters.

A = 94% and above	B+ = 87-89%	C+ = 77-79%	D = 60-69%	E = Excellent	S- = Below satisfactory
A- = 90-93%	B = 84-86%	C = 74-76%	F = Below 60%	S+ = Above satisfactory	U = Unsatisfactory
	B- = 80-83%	C- = 70-73%		S = Satisfactory	

VOLUME XI

AA002226

EXHIBIT E

EXHIBIT E

EXHIBIT E


For Matthew Vahey
4th Grade
Silverado Campus

	1st Term 8/19/19 - 12/22/19	2nd Term 12/23/19 - 5/29/20
LANGUAGE ARTS		
Reading/Literature	81%	
Writing/Composition	89%	
Grammar	84% (1)	
Spelling/Vocabulary	86%	
Speech/Memorization	92%	
MATHEMATICS		
Computation/Application	95% (2)	
SCIENCE		
Science	83%	
LOGIC		
Word Processing/Programming	93%	
Thinking Skills	82%	
HISTORY/GEOGRAPHY		
History	75% (3)	
ANCILLARY SUBJECTS		
Penmanship	S+	
Music	S+	
Art	S+	
PE/Sports	S+	
Comportment	E	
Partial Days Absent	Days Absent	3 3

COMMENTS:	1st Term
Determined student	
Progressing well	
(1) Off to a good start	
(2) Excels in this area	
(3) Has difficulty applying concepts	

Teacher:
Ms. Rebecca Wagner
Signature:
R Wagner

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.

The achievements for first through fourth grades are reported in percentages. Fifth through eighth grades are reported with letters.

A = 94% and above	B+ = 87-89%	C+ = 77-79%	D = 60-69%	E = Excellent	S- = Below satisfactory
A- = 90-93%	B = 84-86%	C = 74-76%	F = Below 60%	S+ = Above satisfactory	U = Unsatisfactory
	B- = 80-83%	C- = 70-73%		S = Satisfactory	

EXHIBIT F

EXHIBIT F

EXHIBIT F

INFORMATION FOR VICTIMS OF DOMESTIC VIOLENCE

MY NAME IS OFFICER: D. RODRIGUEZ

AGENCY: HENDERSON PD

EVENT #: 20-05662

If an arrest is made, suspect will be taken to:

HENDERSON Detention.

NEVADA LAW REQUIRES ME TO INFORM
YOU OF THE FOLLOWING INFORMATION:

For information regarding the suspect's CHARGES or
RELEASE from jail, call:

Clark County Detention Center 702-671-3900
Las Vegas City Detention Center 702-229-6460
North Las Vegas Detention Center 702-633-1400
Henderson Jail 702-267-4600
24-Hour TDD 1-800-326- 6868

You may also request notification of the suspect's release from custody
by calling the above numbers.

Victim Services (702) 267-4727

Family Violence Intervention Program website:

www.clarkcountycourts.us

Click on Family Division, Family Violence Intervention

COMMUNITY RESOURCES

Safe Nest Crisis Line/Shelter 702-646-4981
Counseling 702-877-0133
Henderson SAFE House Crisis Line/Shelter 702-564-3227
Counseling 702-451-4203
Protection Orders - Family Court 702-455-3400
Emergency Protection Order 702-646-4981
(If suspect is arrested and in custody) available 24-hours,
including weekends & Holidays

This card is provided by:
The EIGHTH JUDICIAL DISTRICT COURT
FAMILY VIOLENCE INTERVENTION PROGRAM

REV. 11-15

EXHIBIT G

EXHIBIT G

EXHIBIT G

HPD 0080

44525

95

574

11. Normative

(2) Descendant operators are those ϕ for which $\phi = \phi_1 \phi_2$ for some $\phi_1, \phi_2 \in \mathcal{H}$.

24-28

[illegible]

doi:10.1016/j.jmb.2006.04.012

THE INTERVIEW OF THE WITNESS
WITNESS NO. 2 - WITNESS

HPD 0155

PAGE 2 OF

20

2000

STATE OF NEW YORK

IN SENATE

January 1, 2000

Assembly

Committee on

Governmental

Administration and Finance

Subcommittee on Governmental Administration and Finance

Public Hearing on the Proposed New York State

Police

Witness No. 2

Witness No. 2

Witness No. 2

Witness No. 2

Witness No. 2

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Witness No. 2

Witness No. 2

EXHIBIT H

EXHIBIT H

EXHIBIT H

ase Type:
RIMINAL
ase Status:
LOSED
ile Date:
3/20/2020
CM Track:

ction:
ATTERY CONSTITUTING DOMESTIC VIOLENCE, FIRST OFFENSE
tatus Date:
3/20/2020
ase Judge:
URR, RODNEY T
ext Event:

Information Party Charge Ticket/Citation # Event Docket

Party Information

VAHEY, JAMES WALTER
- DEFENDANT
DOB
12/15/1962

Party Charge Information

VAHEY, JAMES WALTER
Charge # 1
61844 - MISDEMEANOR BATTERY CONSTITUTING DOMESTIC VIOLENCE, FIRST OFFENSE
Original Charge
61844 BATTERY CONSTITUTING DOMESTIC VIOLENCE, FIRST OFFENSE (MISDEMEANOR)
Ticket #
Date of Offense
03/20/2020

Party Charge Disposition
Disposition Date
Disposition
05/18/2020
NO CHARGES FILED

Ticket/Citation #

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

Events

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

Docket Information

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

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

EXHIBIT I

EXHIBIT I

EXHIBIT I

PAGE LAW FIRM

ATTORNEY AT LAW

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

May 26, 2020

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

VIA E-SERVICE ONLY

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

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

Dear Ms. Dolson:

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

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

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

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

Sabrina Dolson, Esq.
May 26, 2020
Page 2

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

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

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

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

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

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

Sabrina Dolson, Esq.
May 26, 2020
Page 3

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

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

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

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

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

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

Sabrina Dolson, Esq.

May 26, 2020

Page 4

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

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

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

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

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

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

PAGE LAW FIRM

Sabrina Dolson, Esq.
May 26, 2020
Page 5

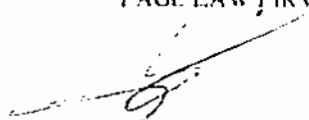
other as long as they wish, just as she gave him unlimited time in which to speak to the children. At best, Dr. Luong will agree to a minimum of 10 minutes for each child, but no maximum.

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

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

Very truly yours,

PAGE LAW FIRM



Fred Page, Esq.

FCP

EXHIBIT J

EXHIBIT J

EXHIBIT J

PAGE LAW FIRM

ATTORNEY AT LAW
6930 SOUTH CIMARRON ROAD, SUITE 140, LAS VEGAS, NEVADA 89113
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October 7, 2020

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

VIA E-SERVICE ONLY

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

Re: **James W. Vahey v. Minh Nguyet Luong**
PLF Client: Minh Nguyet Luong
Case No.: D-18-581444-D
Subject: Insurance

Dear Ms. Dolson:

The Minutes from the evidentiary hearing states, "Plaintiff shall continue to provide medical insurance for minor children. 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." Dr. Luong advises that the children will be covered by medical insurance that she has obtained for them.

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

Very truly yours,

PAGE LAW FIRM

/s/ *Fred Page*

Fred Page, Esq.

FCP

EXHIBIT K

EXHIBIT K

EXHIBIT K

PAGE LAW FIRM

ATTORNEY AT LAW
6930 SOUTH CIMARRON ROAD, SUITE 140, LAS VEGAS, NEVADA 89113
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October 11, 2020

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

VIA E-SERVICE ONLY

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

Re: **James W. Vahey v. Minh Nguyet Luong**
PLF Client: Minh Nguyet Luong
Case No.: D-18-581444-D
Subject: Decree and Marital Settlement Agreement

Dear Ms. Dolson:

Judge Ritchie issued his decision from the bench on September 4. Please advise as to when we may expect to receive the proposed Decree and Marital Settlement Agreement. Also, Dr. Luong is still waiting for Jim's response regarding the changes to the schedule she proposed.

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

Very truly yours,

PAGE LAW FIRM

/s/ *Fred Page*

Fred Page, Esq.

FCP

EXHIBIT L

EXHIBIT L

EXHIBIT L

PAGE LAW FIRM

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

November 10, 2020

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

VIA E-SERVICE ONLY

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

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

PLF Client: Minh Nguyet Luong
Case No.: D-18-581444-D
Subject: Vacation/Holiday Schedule/Pick Up/Drop Off/Health Insurance

Dear Ms. Dolson:

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

Vacation:

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

Holidays:

Thanksgiving

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

Winter Break

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

Sabrina Dolson, Esq.
November 10, 2020
Page 2

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

Martin Luther King Day

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

President's Day

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

Easter/Spring Break

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

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

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

Memorial Day

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

Labor Day

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

Sabrina Dolson, Esq.
November 10, 2020
Page 3

Fourth of July/Columbus Day/Veterans Day

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

Pick Up/Drop Off:

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

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

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

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

Later on the Court stated,

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

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

Health Insurance:

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

PAGE LAW FIRM

Sabrina Dolson, Esq.
November 10, 2020
Page 4

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

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

Very truly yours,

PAGE LAW FIRM

/s/ Fred Page

Fred Page, Esq.

FCP

EXHIBIT M

EXHIBIT M

EXHIBIT M

EXHIBIT N

EXHIBIT N

EXHIBIT N

PAGE LAW FIRM

ATTORNEY AT LAW
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TELEPHONE (702) 823-2888 | MOBILE (702) 469-3278 | FACSIMILE (702) 628-9884

December 23, 2020

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

VIA E-SERVICE ONLY

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

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

Dear Ms. Dolson:

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

Vacation:

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

Summer Break:

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

Holidays:

Thanksgiving

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

Sabrina Dolson, Esq.
December 23, 2020
Page 2

Winter Break

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

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

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

Easter/Spring Break

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

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

The parties are in agreement on this issue.

Fourth of July/Columbus Day/Veterans Day

The parties are in agreement on this issue.

Pick Up/Drop Off:

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

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

PAGE LAW FIRM

Sabrina Dolson, Esq.
December 23, 2020
Page 3

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

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

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

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

Health Insurance:

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

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

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

Very truly yours,

PAGE LAW FIRM

Fred Page, Esq.

Enc.
FCP

EXHIBIT A

UnitedHealthcare
Choice Plus Network



Health Coverage Summary

Freedom Life Insurance Company of America, a USHEALTH Group company, offers the following coverage options 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 pay benefit for expenses covering the covered healthcare services without a calendar year deductible having to be satisfied. These plans allow the participant private UnitedHealthcare Choice Plus Network and pay the expenses starting for covered services after the PPO discount, up to each benefit maximum. Plus, you can buy more coverage if you need it, including PremierCare, 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 UnitedHealthcare Choice Plus Network.

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

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 summary of the plan. It does not constitute a contract. Please click the links for more details on each plan, including the complete plan description.



PremierMed

The PremierMed Plan provides comprehensive outpatient and inpatient short term medical expense coverage and also will pay for the nationwide **UnitedHealthcare Choice Plus Network**. After a \$500 deductible is met, which is less than the annual deductible available on either an ACA bronze or silver plan in the federally designated marketplace, 100% of a covered illness or injury 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 additional guaranteed issue life insurance, 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 expenses of medical treatments, hospital care, 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 20-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 illness 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 amount of out-of-pocket expenses you may incur as a result of accidental bodily injury. The plan pays up to the selected excess medical accident amount a selected 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 diagnosed patients and diagnosed presbyopia provided by the Spectera Eyecare Network. PremierVision provides benefits for the annual comprehensive eye exam, correction 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 risks associated with the products shown above. Please click the links for more details on each plan, including all limitations or exclusions.

EXHIBIT O

EXHIBIT O

EXHIBIT O

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February 11, 2021

Fred Page, Esq.
email: fpagelawoffices.com

VIA E-SERVICE ONLY

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

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

Dear Ms. Dolson:

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

Vacation:

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

Summer Break:

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

Holidays:

Thanksgiving

It appears the parties are in agreement regarding Thanksgiving.

Winter Break

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

Sabrina Dolson, Esq.
February 11, 2021
Page 2

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

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

Easter/Spring Break

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

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

The parties are in agreement on this issue.

Fourth of July/Columbus Day/Veterans Day

The parties are in agreement on this issue.

Miscellaneous Issue:

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

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

Pick Up/Drop Off:

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

Sabrina Dolson, Esq.
February 11, 2021
Page 3

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

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

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

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

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

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

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

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

Sabrina Dolson, Esq.
February 11, 2021
Page 4

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

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

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

Health Insurance:

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

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

Dr. Luong's Health Insurance:

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

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

PAGE LAW FIRM

Sabrina Dolson, Esq.
January 21, 2021
Page 5

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

Nunc Pro Tunc:

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

Summary:

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

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

Very truly yours,

PAGE LAW FIRM

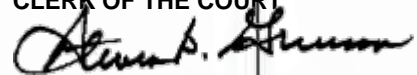


Fred Page, Esq.

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Attorney for Defendant

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

JAMES W. VAHEY,
Plaintiff,

vs.

MINH NGUYET LUONG,
Defendant.

Case No.: D-18-581444-D

Dept.: U

Hearing Date:

Hearing Time:

ORAL ARGUMENT REQUESTED X YES NO

**DEFENDANT'S MOTION TO ENTER DECREE OF DIVORCE, FOR AN
INTERIM MODIFICATION OF CUSTODY, TO CHANGE CUSTODY,
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 RECIPT 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 Enter Decree of
Divorce, for an Interim Modification of Custody, to Change Custody, and for

1 Attorney's Fees and Costs. This Motion is based upon the papers and pleadings on
2 file, the attached Points and Authorities and any oral argument that this Court may
3 wish to entertain.
4

5 DATED this 11th day of February 2021
6

7 PAGE LAW FIRM
8

9 
10

11 FRED PAGE, ESQ.
12 Nevada Bar No. 6080
13 6930 South Cimarron Road, Suite 140
14 Las Vegas, Nevada 89113
15 (702) 823-2888
16 Attorney for Defendant/Counterclaimant
17
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28

POINTS AND AUTHORITIES

I.

FACTUAL BACKGROUND

A. Introduction

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 10 ½) and Selena Vahey, April 4, 2014, (age 6 ½).

The case has been intensely litigated from its inception through to the present. Because the case is now in front of a new court, a more detailed factual background is provided to provide context and to summarize what has previously occurred.

B. History of the Case

Prior to the parties getting married to each other, Jim insisted upon there being a prenuptial agreement because he was a physician and Minh was a dentist and as a physician Jim was going to earn more than she did. Essentially, Jim wanted terms that everything he earned would stay his separate property and every Minh earned would stay her separate property.

Over the course of the marriage, as it relates to earnings, the exact opposite occurred. Minh has been far more successful in her professional practice than has

1 been Jim. By the time the Complaint for Divorce was filed, Jim owed Minh for the
2 mortgage on the residence (which was his separate property) and owed Minh for
3 the mortgage on building containing his practice (which was also his separate
4 property) in order to bail Jim out of the financial difficulties he placed himself.¹

6 One of the agreements the parties had was that they, as a family, were going
7 to relocate to California. Minh's family primarily resides in California and the
8 environment, educational and otherwise, was more child friendly. The parties,
9 along with the children, took multiple trips to California to look at properties. The
10 parties eventually settled on purchasing a property in Irvine, California. The
11 children were well aware of the agreement the parties had. Hannah and Matthew
12 (particularly Hannah) remember Jim's statements that they would move to
13 California well. The children participated in selecting furniture for their rooms and
14 investigated the school they would be attending.

19 When the time came to move, Jim reneged on the agreement, the marriage
20 fractured. The Complaint for Divorce was filed December 13, 2018. The Answer
21 and Counterclaim was filed on January 11, 2019.

23 On January 29, 2019, Minh filed a Motion for primary physical custody and
24 to relocate with the children to California. The basis for the Motion was that Jim
25

27 ¹ Jim still owes Minh approximately \$1,500,000 for the monies she has had to front to bail him
28 out. Minh purchased the mortgages from the banks to bail out Jim and he now has to make
payments to her.

1 and Minh had an agreement that they would relocate to California. Minh sought to
2 follow through on the agreement and relocate to California with the children. The
3 relocation was set for a two day evidentiary hearing and the evidentiary hearing
4 was held on September 5, and September 11, 2019.²

6 On September 20, 2019, the Court issued its Findings of Fact, Conclusions
7 of Law, Decision and Order. In the Order, the Court denied Minh's request to
8 relocate. The Court ordered that as long as Minh resided in Las Vegas that the
9 parties would continue sharing joint physical custody on a week on/week off basis.
10 If Minh followed through on her plans to relocate, the Court set forth a detailed out
11 of state visitation schedule that included holidays and vacations.

15 Subsequent to the Order being entered, Minh followed through and in
16 October 20129, relocated back to Irvine, California. The children's behavior
17 deteriorated and the children's grades deteriorated once Minh relocated. The
18 police had to be involved in a number of custody exchanges because Minh was
19 unable to get the children to go to Jim. Rather than acknowledge the distress in
20 which the children find themselves, Jim's response has been to blame Minh.

24 ² At the evidentiary hearing, Jim tried to claim that the home in Irving, California was a vacation
25 home. The claim by Jim is still false.

26 The parties agreed in 2014 that they would retire in 5 years. In order to do that in 2015, the
27 parties started looking at houses that they would use as a vacation house until they retired. That
28 is why the term "vacation home" was put in the memo portion of the earnest money deposit of
the houses in 2015 and 2016 that the parties did not purchase. The house in Irvine was to be a
vacation home until the parties retired. When 2018 arrived and it was time to retire, Jim reneged
on his agreement and the divorce commenced.

1 On December 17, 2019, Hannah and Matthew ran away from Jim's house.
2 Jim resides in a guard gated community. The children biked in the dark at 6:00 a.m.
3 uphill for 1.7 miles which is the distance from Jim's house to the guardhouse. The
4 children only got as far as the guardhouse. When the children got to the guardhouse
5 they informed the guard they missed their mother and wanted to be with her.
6

7
8 The guard contacted Minh, and the Henderson Police Department. The
9 children were then taken back to Jim's house. Minh was in town when the children
10 ran away. Upon being notified, Minh immediately drove to Lake Las Vegas. When
11 she got there, the Henderson Police Department was already there, taking a report
12 of what had transpired.³
13
14

15 Minh asked Jim to enter the house so that she could check on the children.
16 Jim's response was to shut the door in her face.⁴ When Jim took the children to
17 school later that morning, Jim physically battered Hannah. Correspondence was
18 sent out Jim's counsel as to what Jim did and advising that Hannah's grades had
19 precipitously dropped from "A's" and "B's" to "C's" and "D's" and an "F." It was
20
21
22

23
24 ³ A copy of the Case Information Sheet provided by the Henderson Police Department to Minh is
25 attached for the Court's convenience as Exhibit A.

26 ⁴ Jim's counsel was contacted, discuss what had occurred, they initially disclaimed any
27 knowledge as to what happened. When it was reported to Jim's counsel as what had happened
28 and the concerns, Minh had, she was attacked that was "brainwashing" the children and there
was no acceptance of any responsibility on Jim's part as to the children running away. Jim's
counsel later tried to claim that they "knew of what happened shortly after it occurred."

1 further advised to Jim's counsel that Matthew lays on the floor of the van and cries
2 and screams at the custody exchanges.⁵

3
4 When it suited Jim, the children were being required to communicate with
5 Minh on Jim's phone. Jim was having children have to communicate through
6 earpieces. The children the children only have one earpiece in their ear. The other
7 earpiece is in Jim's ear so that he could monitor the communications. The children
8 complain that Jim is recording the Facetime conversations that that they have with
9 Minh.
10

11
12 The exchanges of the children continued going badly. The children had to
13 be physically removed kicking and crying from Minh's vehicle by Minh because
14 the children refuse to return to Jim. On January 5, 2020, Metro had to be called
15 because the children locked themselves in Minh's car and refused to get out of the
16 car to go to Jim.⁶ On another occasion Minh was unable to get the children into the
17 house. Minh called
18
19

20 The children, particularly Hannah, were not doing well at school, or
21 emotionally. Hannah went from being a near 4.0 student to 2.35 grade point
22
23
24
25

26 ⁵ A copy of the correspondence is attached for the Court's convenience as Exhibit B.

27 ⁶ A copy of the card provided by the Henderson Police Department wherein it is stated by the
28 officer that Jim refused to get out of the house and assist with the exchange dated January 5,
2020, is attached for the Court's convenience as Exhibit C.

1 average student. For the 2019-2020 school year Hannah's grades declined by
2 approximately 41 percent since Jim assumed primary physical custody.⁷

3 Matthew's grades decreased as well. Like Hannah, Matthew was essentially
4 a straight "A" student. Matthew s gone from straight "A's" to straight "B's" and a
5 "C."⁸ Matthew is now a 3.2 grade point average student. For the 2019-2020
6 school year, Matthew's grades declined by approximately 20 percent since Jim
7 assumed primary physical custody.⁹

8 Spring Break for 2020 was moved by Challenger School to March 20, from
9 April 6 because of COVID-19. Challenger school sent out an email to all of the
10 parents. It appears from text messages from Jim to Minh and vice versa that Jim
11 was aware that Spring Break had been moved up.

12 On Sunday, March 22, Jim sent Minh a text message telling her that
13 Challenger made a change and that Spring Break was going to be a week earlier
14 Minh responded that she would take the children for that week but that she would
15 be owed a weekend.

16 On Friday, March 20, 2020, Jim's counsel sent a cryptic emergency email
17 falsely alleging that Minh was "not cooperating" and "not communicating."
18

19 ⁷ $2.35/4.0 - 1 = .4125$

20 ⁸ A copy of Matthew's grades is attached for the Court's convenience as Exhibit D.

21 ⁹ $3.2/4.0 - 1 = .20$

1 A response was provided back that it was incorrect and libelous to allege
2 that Minh was "refusing to communicate and coparent."¹⁰

3 Later that day on March 20, 2020, Minh arrived at the former marital
4 residence to pick up the children for Spring Break visitation. After Minh put the
5 children in her vehicle, she told Jim that she still had some of her personal
6 belongings there and wanted to pick up her windsurfing board as the board was her
7 separate property. When Minh asked for the windsurfing board, she advises that
8 Jim told her he, did not "know where it is."

9 Minh advises she told Jim that the board was stored in the garage. Because
10 her vehicle was parked in front of the garage, and it was convenient for Minh to
11 take the board from the garage and put the board in the vehicle. Jim told Minh if
12 she could find the board, she should take it.

13 The windsurfing board was stored up high in the garage. Minh got the
14 ladder, climbed up the ladder, and got her windsurfing board down herself. Jim
15 refused to hold the ladder and watched Minh get the board. After Minh got the
16 board down and while Minh was carrying the windsurfing board out of the garage,
17 Jim changed his mind and told Minh that the board was "his" and that that Minh
18 was "not allowed to take it."

19 ¹⁰ It appeared that Jim was attempting to manufacture a situation wherein he would refuse to
20 turn over the children. There was no other reason to send an "emergency email, given that
21 earlier in the week the parties had already discussed Spring Break visitation, and agreed upon
22 it."

1 Minh reports that Jim looked like he was going to hit her and charged at her
2 aggressively and tried to wrest the board from her. Jim battered her and pushed
3 her several times, and eventually ripped the board away from her, yelling at her,
4 "the board is mine." After Jim took the board, he threw the board inside the
5 house.
6

7
8 Jim pushed her and then pushed Minh again causing the ladder to fall over,
9 and nearly strike his car. Jim threw the ladder in the house. Jim then pushed Minh
10 again and screamed "get out of my house!" twice.
11

12 The children witnessed everything that Jim did to Minh. When Minh got
13 back to her vehicle she reports she was trembling and that Hannah and Selina
14 hugged her and asked her if she was okay. Minh reports that she had to sit in the
15 vehicle for several minutes to try and compose herself because her hands were
16 trembling.
17
18

19 After Jim attacked her, Minh went to the Henderson Police Department to
20 file a report as to what Jim did to her.¹¹ Minh was interviewed as were the children
21 as the children were percipient witnesses.¹²
22
23
24
25

26 ¹¹ A copy of the print out provided by the Henderson Police Department is attached for the
27 Court's convenience as Exhibit E.

28 ¹² Minh's witness statement dated March 20, is attached for the Court's convenience as Exhibit
F.

1 After Minh and the children were interviewed, Jim was arrested by the
2 Henderson Police Department for battery/domestic violence for attacking Minh
3 and battering her in front of the children. Jim was charged with battery
4 constituting domestic violence.¹³

6 After Jim was arrested, Minh has sought and received protective order. The
7 protective order covered the children as well since the children were witnesses to
8 the battery committed by Jim against Minh.¹⁴ Inexplicably, Jim later actually had
9 Henderson Police Department call her and asking for *her* to bail *him* out.

12 On March 27, 2020, Minh filed her *Motion to Extend Temporary Protective*
13 *Order T-20-204489-T to Change Custody on an Interim Basis, for an Interview of*
14 *the Minor Children, and to Change Custody*. In her Motion, Minh detailed the
15 children's dramatically declining grades, the children's behavior difficulties, and
16 the battery Jim committed against her in front of the children.

19 Also on March 27, 2020, Jim filed an "Emergency"¹⁵ *Motion for Immediate*
20 *Return of the Children, Dissolution of TPO, Modification of Child Custody,*
21 *Appointment of a New Therapist for the Children, an Order to Show Cause Why*
22 *Defendant Should Not Be Held in Contempt, And to Resolve Other Parent Child*

25 ¹³ A copy of the printout of the Henderson Municipal Court is attached for the Court's
26 convenience as Exhibit G. The case number is 20CR002146.

27 ¹⁴ It does not matter how many times Jim tries to deny it, the fact will ***never change*** that ***Jim***
28 ***battered Minh directly in front of the children.***

¹⁵ Jim has never filed a Motion in this case which he has not labeled an emergency.

1 *Issues.* Jim tried to claim that even though there were criminal charges pending
2 against him that the TPO should be dissolved and that Minh should be held in
3 contempt even though she had a TPO against him that covered the children.
4

5 At the April 22, hearing, Minh advised that since she is largely retired she
6 was available fulltime to assist the children with their school work. The children
7 *loved* the five weeks they spent with their mother. Jim claimed that he was
8 working “telemedicine” and that he was at home to take care of the children while
9 they were out of school for COVID-19. That was false. Jim had the children
10 placed in extended care to be babysat until he picks them up at about 6:00 p.m.
11
12

13 The Motions came on for hearing on April 22, 2020. The Court did not find
14 that there was adequate cause yet to re-litigate the issues of custody. The Court did
15 conclude though that if Minh wanted to stay in Nevada that it would return to a
16 week on/week off joint physical custody arrangement from Friday at 9:00 a.m.
17 until Friday at 9:00 a.m. Jim was ordered to have the children one day early, April
18 23, 2020. Jim’s request for compensatory visitation was denied.
19
20
21

22 In keeping with the Court’s orders, on Thursday, April 23, the children were
23 returned to Jim. The children still refused to get out of Minh’s vehicle and go to
24 Jim. When Hannah was ordered returned to Jim that same day he immediately
25 engaged in retribution against her.
26
27

28 Jim confiscated Hannah’s cell phone, iPad, removed locks from her
bedroom and bathroom doors, and disconnected the landline until *he* decided

1 Hannah could speak to her mother. Jim removed the locks on Hannah's bedroom
2 door and bathroom door so she could not have any expectation of any privacy as a
3 teenage girl. Jim then started sleeping in Matthew's bed, next to Hannah's room,
4 so he could keep an "eye on her" and had Matthew sleep in the master bedroom.
5 Hannah complained she would wake up with Jim watching her while she sleeps.¹⁶

6
7
8 Depending on Jim's mood and whether he had taken away Hannah's
9 cellphone, at a certain time of the day dictated by Jim, he would hand Hannah the
10 landline phone and allow Hannah to talk to Minh. During, Hannah and Minh's
11 conversations, Jim would walk into the room and say, "times up" and unplug the
12 landline, ending the conversation.
13
14

15 On May 24, 2020, correspondence was sent to Jim's counsel addressing Jim
16 continuing to blame Minh for everything.¹⁷ On June 6, 2020, Jim filed another
17 "emergency" Motion. This time the Motion was entitled *Plaintiff's Emergency*
18 *Motion to Resolve Parent- Child Issues and for Attorney's Fees and Costs*. There
19 was no emergency, the Motion was only about power and control. Jim demanded
20 that,
21
22

- 23 1. Bree Mullins Psy.D. be appointed as the new therapist and that Ms.
24 Mullins be used in a forensic capacity at "some future hearing."
25

26 ¹⁶ Hannah complains to Minh that many times she will wake up finding Jim standing at her bed
27 staring at her. Hannah asks what Jim wanted and he would not say.

28 ¹⁷ A copy of the correspondence from Minh to Jim's counsel responding to him trying to blame
her for everything is attached for the Court's convenience as Exhibit H.

2. Limiting Minh to ten minutes of video or telephone contact with the children three times per week for ten minutes.
3. For Minh to have to provide a travel itinerary.
4. For Minh to provide her address.
5. For a Behavior Order.
6. For compensatory time.
7. For financial relief regarding tuition, unreimbursed medical bills, etc.

While that Motion was pending, on June 19, Minh transferred the children to Jim. It took ten minutes, but eventually the children reluctantly returned to Jim.¹⁸ Minh advises that at 9:20 a.m. Hannah Facetimed her asking her to turn around. Hannah had gotten out of Jim's van and was walking back toward the guard gate. Hannah asked Minh to come back and pick her up.

Hannah eventually returned to Jim. After she got to Jim's house, Minh reports that called Jim called her on the landline telling her that Jim had confiscated her cell phone and iPad.

That same day, Minh advises that Hannah spoke to her multiple times between 9:20 a.m. and 10:18 a.m. During the phone call at 10:18 a.m. Minh and Hannah heard an automatic recording saying: "you have reached the maximum

¹⁸ By way of contrast, the children *run* to be with Minh when it is her time.

1 capacity of your recording. . .” Jim had intentionally placed a recording device on
2 the landline. Hannah hung up after that.¹⁹

3
4 Hannah called Minh back at 10:41 a.m. telling her that Jim had programmed
5 the landline to record all of their conversations.²⁰ Later that day, Jim became
6 physically violent with Hannah. During an argument at the doorway to her
7 bedroom, Jim punched Hannah in the face with a closed fist, causing her nose to
8 bleed. Jim cleaned up Hannah’s blood while Hannah called Minh crying telling
9 her that Jim punched her. Minh tried to calm Hannah down and then called the
10 Henderson Police Department which then sent officers out to the house to take
11 statements and make a report.
12
13
14

15 Jim tried to claim that Hannah got her bloody nose because she, “turned
16 herself into [his] fist.” The statement from Jim itself defies credulity. The
17 Henderson police officers went to the residence and took reports. There was no
18 blood on Hannah’s nose when they got there, but there was blood on her foot. The
19 police did take a photo of that. Because there was no bruising at the time and no
20 blood in the sink or on Hanna’s nose, as Jim wiped all of that up, the Henderson
21
22
23
24
25

26 ¹⁹ In Nevada, NRS 200.620 provides that the recording of telephone conversations requires the
27 consent of all involved parties. *See also, Lane v. Allstate*, 969 P.2d 938 (Nev. 1998).

28 ²⁰ NRS 200.690 provides that person who records telephone calls, like Jim did, is guilty of a
felony.

1 Police Department concluded that it was “he said/she said” and declined to arrest
2 Jim.

3 On June 24, 2020, Jim grabbed Hannah by the arm and dragged her out of
4 her room to try and lecture her because she did not want to eat.²¹ Hannah kept
5 telling Jim “let me go, let me go.” Hannah told Jim, “I hate my life here. You
6 should know that.” Jim responded, “that is what you and mommy decided” “you
7 and mommy did it,” to which Hannah denied. Jim stated to Hannah, “you decided
8 that I am a bad person,” Jim demanded to know from Hannah, “Am I a bad
9 person,” to which Hannah responded, “let me go.” Jim badgered Hannah again,
10 “Am I a bad person,” and Hannah responded the same way, “let me go.”²² This is
11 clearly an attempt of Jim trying to alienate Hannah from Minh.²³

12 On June 29, 2020, Minh filed her *Opposition and Countermotion*. In her
13 *Opposition and Countermotion*, extensive discussion had to be devoted to Jim
14 personal attacks against Minh, blaming Minh for everything and his misstatements.
15 Minh pointed out that her relationship with the children was great.

16 It was further pointed out that when it was Minh’s time with the children
17 that the children *run* to her, and when it is Jim’s time with the children, the
18

25 ²¹ There is an ongoing issue of Hannah refusing to eat when she is with Jim. Hannah eats well
26 and often when she is with Minh. No force is required to make Hannah eat at Minh’s home.

27 ²² A copy of the video can be provided.

28 ²³ During this time Hannah was texting to Minh in response to Jim’s badgering her, “mommy I can’t live like this
anymore.

1 children have to be physically *dragged* crying and screaming to Jim. Minh also
2 attached the Henderson Police Department Report and attached documents
3 regarding monies that Jim owed her.
4

5 Right before the hearing Jim shoved a hot pan onto Hannah's arm as punish
6 her for wanting to eat the food she fixed for herself and then wash the pan
7 afterwards. Jim caused a burn on Hannah's arm, CPS was contacted, they
8 investigated but they did nothing.
9

10 On July 13, 2020, Jim's Motion came on for hearing. The Court allowed
11 Bree Mullins to be the therapist but explicitly refused to allow Dr. Mullins, or any
12 other therapist to provide any reports and no direction. The miscellaneous
13 financial relief was denied or was deferred to the evidentiary hearing. Jim's
14 continuing request for compensatory time was denied. Despite Jim losing control
15 and punching Hannah in the face, causing her nose to bleed, the Court declined
16 have Hannah interviewed or schedule any further proceedings.
17
18
19

20 On August 13, and September 4, 2020, the evidentiary hearing regarding
21 various reimbursements was held. Minh confirmed she is going to continue to
22 reside in Las Vegas. The Court clarified the exchanges needed to continue to take
23 place at school when children are attending school and when children are virtually
24 learning, exchanges to take place at the guard gate at Lake Las Vegas. However,
25 the Court and the Minutes stated, once Minh re-established a residence and if the
26
27
28

1 exchange at the guard gate location is inconvenient for her that the Court would
2 consider modifying the order to receiving parent pick up protocol.

3 The Court ordered that the parties waived any claims to child support. Jim
4 would continue providing medical insurance for the children. However, if Minh
5 gets insurance, the Court would review that order. Minh was to pay Jim \$432 for
6 one-half of the cost of health insurance. The 30/30 rule would be applied to any
7 unreimbursed medical expenses.
8

9 After various offsets and claims regarding extracurricular activities,
10 unreimbursed medical expenses, tuition and school uniforms, Jim was given a
11 judgment of \$12,059 in his favor. Plaintiff's claim for the health insurance he paid
12 for the children while the parties were still married to each other for \$8,770.41 was
13 granted. Jim's claim for health insurance he paid for Minh while they were still
14 married to each other in the amount \$11,946 was granted. Minh was to receive 75
15 percent of the 529 being held for the children and Jim was to receive 25 percent of
16 the 529 account being held for the children.
17
18
19
20
21

22 Jim's claims against Minh for \$20,000 and \$29,250 respectively were
23 denied. Jimi's requests that Minh be responsible for his share of the taxes which
24 was well over six figures was also denied. Jim's counsel was tasked with drafting
25 the Decree.
26
27
28

1 On October 7, 2020, correspondence was sent to Jim advising that Minh had
2 obtained her own insurance for the children²⁴ On October 11, 2020, as nothing had
3 yet been received correspondence was sent to opposing counsel requesting a status
4 on the Decree.²⁵ On October 12, Minh's asset list was sent to Jim's counsel to be
5 incorporated into the Decree.
6

7
8 On October 19, 2020, Jim sent over the proposed Decree. The proposed
9 Decree contained some objectionable terms. The objectionable terms were as
10 follows:
11

- 12 1. Health insurance on page 4, lines 6-12 as Minh had found equivalent
13 insurance from the same health insurance for a lesser cost.
- 14 2. The summer schedule on page 7, line 24, through page 8, line 8, which
15 was overly complicated.
- 16 3. The Winter Break schedule on page 8, line 13, through page 9, line 2, as
17 Minh was requesting that an arrangement be worked out that she have the
18 children on her birthday is on December 27.
- 19 4. The Spring Break schedule on page 9, lines 11-19, as Minh was
20 requesting that she have the children on the odd numbered years.
- 21 5. The three day holidays of President's Day and Martin Luther King Day
22 on page 10, lines 9-27, as the way Jim was proposing them Minh would
23 not see the children for four weekends.
- 24 6. Memorial Day, Fourth of July, Labor Day, Columbus and Veterans Day
25 were not addressed in the Decree.
26

27 ²⁴ A copy of the correspondence dated October 7, 2020, is attached as Exhibit I.

28 ²⁵ A copy of the correspondence dated October 10, 2020, is attached for the Court's convenience
as Exhibit J.

1 7. The Decree on page 11, lines 10-15, had Minh doing all of the
2 transportation.

3 Some additional progress was made to the proposed Decree such as
4 including the definition of joint legal custody previously agreed upon and
5 including the statutory references to NAC 425.
6

7 On November 10, 2020, Minh sent to Jim a detailed proposal regarding
8 holiday/vacation visitation in an attempt to narrow the outstanding issues. Minh
9 made the following requests:
10

- 11 1. For summer since the parties were following a two week on/two week off
12 schedule, a vacation schedule would not be necessary.
- 13 2. The proposal for Thanksgiving was fine.
- 14 3. Minh reiterated her request that accommodations be made so that she
15 could have the children on her birthday.
- 16 4. Minh requested Martin Luther King Day for the odd numbered years and
17 President's Day in the even numbered years.
- 18 5. Minh requested that she have Spring Break in the odd numbered years.
- 19 6. Minh was in agreement with the proposals regarding Mother's Day,
20 Father's Day and the children's birthdays.
- 21 7. As to Memorial Day, Minh proposed the odd numbered years and for
22 Labor Day Minh proposed the even numbered years.
- 23 8. Minh recommended that no special provisions be made for Fourth of
24 July, Columbus Day, and Veterans Day.
- 25 9. The receiving parent should pick up and Minh when into detail as to what
26 the Court stated at the September 4, hearing that if Minh established a
27 residence in Las Vegas if Minh had a residence here, in response to the
28 statement, "I'd like to clarify though, would be at the receiving parent's

1 house,” Court: “Okay. And that would be, that would be right when we
2 had a place.”

3 10. As to health insurance, Minh advised that she had obtained health
4 insurance for the children at \$450 per month rather than the \$864 policy
5 Jim had acquired.²⁶

6 On November 18, 2020, Jim provided his response. Some of the issues were
7 narrowed. It was agreed that there was no need for a vacation schedule. It was
8 further agreed that the Thanksgiving schedule was fine. Minh proposal regarding
9 Fourth of July, Columbus Day, and Veterans Day were agreed to.
10

11 Other issues were still in contention. Jim refused to accommodate Minh’s
12 request to have the children on her birthday, refused to agree to the proposal
13 regarding the three day holiday weekends, and refused to agree to the proposal
14 regarding Spring Break. Jim attempted to propose for the very first time an overly
15 complicated summer break schedule. Jim refused to agree to anything other than
16 Minh provide 100 percent of the transportation and refused to agree to acquire less
17 expensive health insurance.
18
19
20

21 On December 18, 2021, Minh received the children’s first term report cards
22 from Challenger. Hannah is doing very badly. Hannah has an “F” in Reading, an
23 “F” in Grammar, a “D” in Writing, a “D” in Spelling, a “D” in Earth Science, a
24 “D” in Critical Thinking, a “D” in World History, a “C-” in Pre-Algebra, and a “B-“
25
26
27
28

²⁶ A copy of the correspondence dated November 10, 2020, is attached for the Court’s convenience as Exhibit K.

1 in Speech/Debate. Hannah's grade point average is a 1.11. Hannah used to be
2 essentially a straight "A" student.²⁷

3 Jim refuses to make Hannah do her homework, refuses to make Hannah to
4 do her book reports, refuses make Hannah do anything anymore. Instead, Jim
5 pushes Hannah's homework and projects off on Minh and Minh is left in the
6 position of trying to have Hannah catch up with the week she lost being with Jim.
7

8
9 Matthew is not somewhat much better, but not by much. Matthew's grade
10 point average is 2.67. Matthew used be essentially a straight "A" student as well.²⁸
11

12 On December 23, 2020, a response was provided. It was advised that the
13 summer schedule Jim wanted was overly complicated. Minh agreed to withdraw
14 her request that she have the children on her birthday. For the three day weekends
15 Minh proposed that the party that picks up the children on Friday keep the children
16 for that week until the following Friday without taking into account the holiday.
17 Spring Break, pick-ups and drop offs were still in dispute as was insurance.²⁹ As
18 to health insurance, Minh provided detailed information regarding the policy from
19 United Health Care.
20
21
22
23
24

25 ²⁷ A copy of Hannah's first term report card is attached for the Court's convenience as Exhibit L.
26

27 ²⁸ A copy of Matthew's first term report card is attached for the Court's convenience as Exhibit
28 M.

²⁹ A copy of the correspondence dated December 23, 2020, is attached for the Court's
convenience as Exhibit N.

1 On January 4, 2021, there was misunderstanding as to whether Minh was
2 supposed to pick up the children. According to the Order whoever has the children
3 for the second part of Christmas, that person time would send would end on the
4 first school day after New Year's, and then the other parent would pick up the
5 children after school. The matter was discussed with Minh and in order to keep
6 peace and prevent Jim from further punishing the children, and the children were
7 returned to Jim after Hannah's therapy session.
8

9
10 On January 5, 2021, Jim responded to Minh's December 23, 2020,
11 correspondence. Agreement was reached as to the three day holidays. The parties
12 were still unable to agree to Spring Break, summer break, the pick-up and drop-
13 offs, and health insurance.
14
15

16 In January, Hannah was working on science project involving different kinds
17 sugars. Jim was not going to help Hannah with the science project and Hannah
18 was not going to be able to do the science project. Minh was helping Hannah out
19 with the science project at her house during her custody time.
20
21

22 On approximately Thursday, January 14, Minh asked Jim if Hannah could
23 stay with her longer so that she could help her out with the science project. Minh
24 also asked if Jim would put his authorization in writing in a letter. Jim responded
25 back "no" on both counts. Hannah told Jim if she was unable to finish the science
26 project she was not going to school the following week.
27
28

1 On Friday, January 15, Minh met with Jim a board for one of Matthew's
2 projects. Minh again asked Jim if Hannah could stay with her and finish the
3 science project. Jim's response was "no you created this." Minh advises that she
4 closed the door on her van and drove off to California as she had appointments
5 there the following week.
6

7
8 Monday, January 18, was a holiday so there was no school. On Tuesday,
9 Hannah refused to go to school and the altercation between Hannah and Jim over
10 her refusal to attend school became physically abusive – Jim physically dragged
11 Hannah kicking and screaming out of her room, across the house and into the van.
12 Jim received Hannah's grades the month prior knew he had to do something. Jim
13 contacted Minh and asked Minh to help Hannah out with the science project of
14 growing crystals.
15

16
17 Tuesday evening, Jim contacted Minh and asked her if she would help out
18 Hannah with her science project. Minh advised Jim that she was not going to
19 come back unless Jim apologized and put in writing that she would not be violating
20 any orders by having Hannah. Jim agreed apologized and put in writing that
21 Hannah could with Minh. The plans were cancelled her plans and Minh
22 immediately drove back to Las Vegas. Minh picked up Hannah, she attended
23 school and did very well on her science project. Hannah was with Minh from
24 Wednesday, January 20, until the following Friday, January 29.
25
26
27
28

1 On January 21, 2021, Minh responded to Jim's January 5, 2021,
2 correspondence. The parties were still unable to agree to summer break, Spring
3 Break, pick-up and drop-off, and health insurance.³⁰
4

5 II. 6 GOVERNING LAW AND ARGUMENT

7 Minh has done what she can to try and resolve the matter outside of Court
8 has required by Eighth District Court Rule 5.501. It is expected that Jim will
9 respond with his usually blaming and personal attacks.
10

11 A. Summer Break Should Remain at Two Weeks On/Two Weeks Off

12 The summer break proposed by Jim is unnecessarily complex and
13 cumbersome. What Jim proposed is as follows:
14

15 . . .during the children's summer vacation or intercession break, the
16 parties shall alternate custody of the children every two weeks. In
17 order to ensure each party receives five weeks of the children's ten
18 week summer vacation or intersession break, the party who has
19 custody of the children pursuant to the regular custody for the first
20 week of summer vacation or intersession break. The parties will then
21 alternate the eight weeks following the first week of summer vacation
22 or intersession break on a two (2) week on/two (2) week off basis.
23 The parent who did not have the children for the first week of summer
24 will then have the children for the last week of the summer vacation
25 or intersession break until the Friday before school begins, when the
26 parties will resume the regular week on/week off schedule. This
27 ensure each parent receives five (5) weeks of the children's ten (10)
28 week summer vacation or intersession break.

³⁰ A copy of the correspondence dated January 21, 2021, is attached for the Court's convenience as Exhibit O.

1 The proposed clause from Jim is 157 words in length. The clause Minh
2 proposes is 20 words in length – two weeks on/two weeks off throughout the
3 summer. What Jim is proposing is an invitation for further conflict and further
4 litigation, all of which are contrary to the children’s best interests.
5

6 As a compromise the custodial time share for the summer break should be
7 the first two week at the beginning of summer on and two weeks at the end of
8 summer. For the weeks in between the parties should exercise week on/week off.
9 Over time, differences in the time share will balance themselves out.
10
11

12 **B. Minh Should Receive Easter/Spring Break in the Odd Numbered Years**

13 Minh requested that she Easter/Spring Break for the odd numbered years.
14 Jim objected. It advised to Jim for the prior year (2020) Minh only had the
15 children for Spring Beak was due to the fact that she was residing in Irvine,
16 California and she was going to get going to get Easter/Spring Break every year
17 anyway.
18
19

20 It was asserted by Jim because of the week on/week off schedule that it is
21 possible for one party to have three consecutive weeks with the children and that
22 might be Spring Break. Jim ignores the fact that is what happened to Minh after
23 the first of the year. In response, Jim was completely unsympathetic to Dr.
24 Luong’s plight when she was unsure of the schedule and inadvertently picked up
25 the children and Minh’s counsel was the recipient of at least two threatening
26 communications from Jim’s counsel within minutes of the pick-up by Minh.
27
28

1 Accordingly, Minh requests that the she receive the children for
2 Easter/Spring Break for the odd numbered years.

3
4 **C. The Receiving Parent Should Pick Up**

5 The standard in Clark County is that the receiving parent pick up. The Court
6 stated at the September 4, hearing,

7
8 Judge: Well, if, if they're attending the school, going to school in a
9 traditional sense, then the exchanges would continue to take place at the
10 school. And if they're not, uh, at the school they're remote learning from
11 whatever home they're at they've been exchanging, or you would like the
12 court to clarify that it's at the guard gate, that Lake Las Vegas, right?

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

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

17 Later on the Court stated,

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

21 Minh has established a residence in Las Vegas. Therefore, a receiving
22 parent protocol should be implemented as occurs in every other case. Jim then
23 tried to come up with excuses as to why what occurs in nearly every other case
24 should not occur in this case.
25

26
27 Jim first claimed that the he should not have to bear the responsibility for
28 picking up the children from Minh's residence because it was "not convenient" for

1 him. The second excuse was that Minh might make Jim pick up the children in
2 California. The third excuse was that Jim might have to go inside Minh's house.
3 The fourth excuse now being proffered is that the exchanges would be difficult or
4 emotionally traumatic.
5

6 The exchanges of the children transitions from Minh to Jim have always
7 been difficult. By contrast, the children *run* to Minh when it is her custodial time.
8 However, the children belong to both of these parties and they need to work
9 through this issue together. Jim should take proactive steps to mend his
10 relationship with the children. Instead, Jim does he always does – blame Minh.
11

12 Jim has also tried to claim that the therapist has “recommended” that the
13 exchanges occur at the guard gate. There is no recommendation from any therapist
14 that exchanges occur at the guard gate. Moreover, Judge Ritchie made it explicitly
15 clear. He ordered that the therapist *was not* to be used as a tool for custody and
16 visitation matters.³¹ It should apparent that there is every intention Jim of
17 disobeying the judge's orders. What occurs in literally every other custody case
18 should occur in this case – receiving parent shall pick up.
19
20
21
22
23
24
25

26 ³¹ The Order from the July 13, 2020, hearing at page 3, lines 9-12, stated, “THE
27 COURT FURTHER ORDERS that Ms. Mullin is not to provide reports to the
28 Court to be used in custody litigation as she is to be used as a resource in
addressing the parent-child issues with Hannah. Video Transcript, 11:25:40.”
(Emphasis added).

1 **D. Minh Should Provide the Health Insurance for the Children**

2 Minh has a health insurance policy for the children from United Health
3 Care for \$460 per month. Jim has a health insurance policy for the children
4 through United Health Care for \$864 per month. The policies appear to be
5 essentially equivalent. Jim was asked to provide some explanation as to why the
6 policy through his practice was better. Jim ignored the request and has ignored
7 the request every time it has been brought up.

8
9 The Minutes from the September 4, 2021, hearing stated in pertinent part,
10
11 “Plaintiff shall continue to provide medical insurance for minor children. If
12 Defendant gets insurance, the order related to insurance can be reviewed since
13 Defendant is ordered to Plaintiff pay \$432.00 for one half of the cost of
14 insurance.” (Emphasis added).

15
16 Minh has obtained insurance that appears to be equivalent in coverage. Per
17 the terms of the Minutes, the orders related to insurance can and should be
18 reviewed. Minh requests that the health insurance that she has obtained for the
19 children be utilized in conformance with the Court’s orders. .

20
21 **E. Hannah Should be Interviewed and Custody Should be Changed**

22
23 Prior to Jim taking primary custody when Minh relocated to California,
24
25 Hannah went from being a near 4.0 grade point average student, to a 2.35 grade
26 point average student. Now, Hannah is a 1.11 grade point average student.
27
28 Hannah’s depression and precipitous drop in her grades is directly related to her

1 happiness in being with Jim. Hannah will not eat when she is around Jim, she will
2 not speak to Jim, she will not do homework, and she will not come out of her room
3 when she is at Jim's house. Jim has told Hannah that she is going to held back but
4 he appears not to care.
5

6 By being with Jim, Hannah is effectively only attending school half of the
7 time and she is falling farther and farther being. The decline in Hannah's grades
8 from essentially being a 4.0 to a 2.35 grade point average student was a material
9 change in circumstances. The decline in Hannah's grades from 2.35 grade point
10 average to a 1.11 grade point average student is also a material change in
11 circumstances. To put it another way, Hannah's grades are half of what they were
12 a year ago.
13
14
15

16 Jim and Hannah are still getting into physical altercations which is also a
17 material change in circumstances. Jim admitting to Minh that he cannot handle
18 Hannah academically and having Minh step in may be seen as a material change in
19 circumstances.
20
21

22 With a 1.11 grade point average with "F"s" in two classes and a 1.11 grade
23 point average, one may reasonably conclude that unless there in an intervention
24 that Hannah may be held back a year. The poor grades should be seen as being
25 attributable to Jim refusing to force Hannah to do any homework, highlighted by
26 him asking Minh to intervene and help out because he cannot.
27
28

1 Hannah reports to Minh that Jim still watches her while he thinks he is
2 sleeping and is now taking pictures while he thinks she is sleeping. Hannah is
3 being abused physically, mentally, and emotionally by Jim. As a result, the
4 children, particularly Hannah are failing to thrive.
5

6 It is submitted that the Court can and should make an interim change in
7 custody pending an evidentiary hearing. By making an interim change to Minh,
8 the Court can measure the improvement both academically and emotionally that
9 will occur while Hannah is staying primarily with Minh. The Court is authorized
10 to enter such an order pursuant to NRS 125C.0045.
11

12 What is continuing to happen with Hannah's grades is serious. In
13 conjunction, Hannah should be interviewed so that her perspective can be
14 evaluated. At her age, Hannah can be an accurate factual reporter; she had no
15 special needs that would prevent her from being an accurate reporter. Having
16 additional information would better allow the Court to have matter be determined
17 on its merits. Any negative impact should be minimal.
18

19 There is adequate cause for there to be further proceedings. Under *Rooney*
20 *v. Rooney*,³² "adequate cause" arises where the moving party presents a *prima facie*
21 case for modification. To constitute a *prima facie* case, one must show that: (1) the
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³² 109 Nev. 540, 853 P.2d 123 (1993)

1 facts alleged in the affidavits are relevant to the grounds for modification; and (2)
2 the evidence is not merely cumulative or impeaching. *Rooney* at 543.

3 The continuing dramatic decline in Hannah's grades, Jim refusing to make
4 Hannah do homework during his custodial time with her, and Jim admitting he
5 cannot help and calling up Minh for academic assistance are relevant to the
6 grounds for modification. The ongoing physical conflict between Hannah and Jim
7 while it has occurred in the past should be seen as being very troubling.
8

9 Because of page limitations contained within the Eighth District Court
10 Rules, the factors under NRS 125C.0035(4) can be addressed orally at the time of
11 the hearing.
12

13
14
15 **F. Minh Should be Awarded the Attorney's Fees She Has Incurred**

16 Space constraints prevent a more detailed argument. Attorney's fees should
17 be awarded to Minh under NRS 18.010(2)(b), NRS 125.040(1)(c), and NRS
18 150.140(3) and under *Brunzell v. Golden Gate National Bank*.³³ The factors can be
19 addressed at the time of the hearing.
20
21

22 **III.**
23 **CONCLUSION**

24 WHEREFORE, based upon the foregoing, Defendant, MINH NGUYET
25 LUONG, respectfully requests that the Court enter orders:
26

27
28 ³³ 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 11th day of February 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

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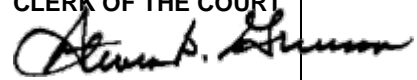
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DISTRICT COURT
CLARK COUNTY, NEVADA

Electronically Filed
2/11/2021 12:20 PM
Steven D. Grierson
CLERK OF THE COURT



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 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 in the above-entitled matter is set for hearing as follows:

Date: March 18, 2021

Time: 1:30 PM

Location: RJC Courtroom 14A
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/ Juanito Nasarro
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.

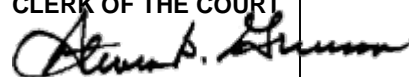
By: /s/ Juanito Nasarro
Deputy Clerk of the Court

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DISTRICT COURT
CLARK COUNTY, NEVADA

Electronically Filed
2/11/2021 4:53 PM
Steven D. Grierson
CLERK OF THE COURT



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 Deft's Motion To Enter Decree Of Divorce For An Interim Modification Of Custody To Change Custody And For Attys Fees And Costs in the above-entitled matter is set for hearing as follows:

Date: March 22, 2021

Time: 10:00 AM

Location: RJC Courtroom 14D
Family Courts and Services Center
601 N. Pecos Road
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/ Jessica Castillo
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/ Jessica Castillo
Deputy Clerk of the Court