

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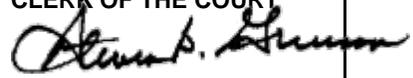
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174.	Scheduling Order and Order Setting Civil Non-Jury Trial	12/12/2021	AA003491 - AA003493
175.	Stipulation and Order for Guardian Ad Litem	12/13/2021	AA003494 - AA003499
176.	Defendant's Exhibit Appendix in Support of December 16, 2021, Return Hearing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

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

15 **CLARK COUNTY, NEVADA**

16 **JAMES W. VAHEY,**

17 Plaintiff,

18 v.

19 **MINH NGUYET LUONG,**

20 Defendant.

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

23 **PLAINTIFF’S AMENDED PRETRIAL MEMORANDUM**

24 Date and Time of Trial:
25 August 13, 2020 at 9:00 a.m.

26 **I. BRIEF STATEMENT OF FACTS**

27 **A. Names and Ages of Parties:**

- 28 1. Plaintiff, JAMES W. VAHEY (“Jim”), 57 years old.
- 29 2. Defendant, MINH NGUYET LUONG (“Minh”), 47 years old.

30 **B. Date of Marriage:** July 8, 2006

31 **C. Resolved Issues:**

32 This Court held an evidentiary hearing on child custody and child
33 support on August 8, September 5, and September 11, 2019. This Court

1 issued its Findings of Fact, Conclusions of Law, and Decision and Order
2 (“Decision and Order”) on September 20, 2019, setting forth its orders
3 regarding child custody and child support. The Court ordered the parties
4 to share joint legal custody and found it would be in the children’s best
5 interest for the parties to share joint physical custody. Decision and Order,
6 pg. 15, lines 1-10. Given Minh’s representations that she intended to
7 relocate to California with or without the children, the Court gave Minh
8 the opportunity to decide whether she wanted to share joint physical
9 custody in Las Vegas. Decision and Order, pg. 15, lines 1-10; *see also* Order
10 from April 22, 2020 Hearing, pg. 3, lines 9-19. If Minh was steadfast in
11 her decision to relocate to California without the children and chose to
12 forego her joint physical custody rights, Jim would be awarded primary
13 physical custody, almost in the nature of a default. Decision and Order,
14 pg. 15, lines 1-10; *see also* Order from April 22, 2020 Hearing, pg. 3, lines
15 9-19.

16 Minh ultimately decided to forego her joint physical custody rights,
17 and thus Jim was awarded primary physical custody of the children.
18 Pursuant to the Decision and Order and Minh’s choice to move to
19 California without the children, Minh was awarded visitation with the
20 children on certain enumerated holiday weekends and extended school
21 breaks throughout the year, which she could exercise in California, and
22 one non-holiday weekend each month, which she was required to exercise
23 in Nevada. Decision and Order, pg. 29, line 21, to pg. 30, line 13.

24 At the hearing held on April 22, 2020, the Court temporarily
25 modified the custody order to give Minh the opportunity to reconsider her
26 decision not to share physical custody of the children. Order from April
27 22, 2020 Hearing, pg. 5, lines 5-8. Accordingly, the Court ordered the
28 parties to share physical custody of the children on a week on/week off

1 basis until May 28, 2020, the next date the parties were to appear before
2 the Court. Order from April 22, 2020 Hearing, pg. 6, line 27, to pg. 7, line
3 10. The Court ordered Minh must exercise her custody time with the
4 children in Nevada. Order from April 22, 2020 Hearing, pg. 7, lines 2-3.
5 The Court ordered the parties to advise the Court at the May 28, 2020
6 hearing of their intent to either continue with the week on/week off
7 custody arrangement, enter a different physical custody arrangement, or
8 inform the Court an evidentiary hearing is necessary to enter a joint
9 physical custody arrangement as a permanent order. Order from April 22,
10 2020 Hearing, pg. 7, lines 13-19. The Court subsequently continued the
11 May 28, 2020 evidentiary hearing to August 13, 2020.

12 Jim's counsel sent correspondence to Minh's counsel on April 27,
13 2020. Exhibit 1, April 27, 2020 Letter from Sabrina Dolson to Fred Page.
14 Jim informed Minh he agreed with the Court that joint physical custody
15 is in the children's best interest, and has no objection if Minh chooses to
16 continue with the week on/week off custody arrangement permanently.
17 Given the Court's Order that Minh is to exercise her temporary week
18 on/week off visitation in Nevada and given Minh's representation at the
19 April 22, 2020 hearing that she was no longer residing at the 9742 West
20 Tompkins Avenue home when she has custody of the children in Nevada,
21 Jim requested that Minh provide the address where she will be staying
22 with the children. Exhibit 1. Minh did not provide Jim her address in
23 Nevada or respond regarding whether she intends to share joint physical
24 custody permanently.

25 In her Opposition to Jim's Emergency Motion, filed June 29, 2020,
26 Minh stated:

27 Jim continues to complain that he does not know where Minh
28 stays when she exercises her custodial time in Las Vegas. Mot.
at page 7 line 11. Minh has informed Jim of her address where

1 she lives in Irvine. Minh's driver's license is still at Jim's
2 address in Henderson. Any tax return would list a Nevada
3 address. Sometimes Minh stays at her cousin's in Las Vegas.
4 Otherwise, she and the children are exploring in Minh's RV.

5 Pg. 13, lines 6-14. This is the only response Jim has received regarding
6 where Minh resides with the children while she is in (or supposed to be in)
7 Nevada, and this obviously does not answer Jim's question. Minh's
8 address in Irvine is irrelevant as it not in Nevada. The fact that Minh's
9 driver's license still lists Jim's address is irrelevant as she does not reside
10 there and has not resided there since January 2019. The fact that "any tax
11 return," not even Minh's tax return specifically, would list "a" Nevada
12 residence provides no information to answer Jim's question. Lastly, Minh's
13 representations that sometimes she stays at her cousin's home in Las
14 Vegas and sometimes she takes the children exploring in her RV does not
15 answer Jim's question as to where Minh resides, and will continue to
16 reside if she chooses to share joint physical custody of the children, in
17 Nevada. Given the children are to return to school soon, and given the
18 Court's Order that Minh is to exercise her custody time in Nevada, it is
19 important that Minh actually have a stable residence in Nevada if she is
20 to have custody of the children every other week.

21 In addition to the foregoing, Minh has never stated her intent to Jim
22 as to whether she will continue sharing joint physical custody of the
23 children with him in Nevada. As stated above, on April 27, 2020, Jim's
24 counsel sent a letter to Minh's counsel informing Minh that Jim agreed
25 with the Court that joint physical custody was in the children's best
26 interest, and he had no objection to this custody arrangement on a
27 permanent basis. Minh has not responded to Jim's offer to make the
28 current custody arrangement a permanent one. Once Minh informs the
...

1 Court if it is her intent to continue sharing joint physical custody in
2 Nevada, and provides her Nevada address, child custody will be resolved.

3 D. Names, Birth Dates, and Ages of Children:

4 1. Hannah Vahey, born March 19, 2009 (11 years old);

5 2. Matthew Vahey, born June 26, 2010 (10 years old); and

6 3. Selena Vahey, born April 4, 2014 (6 years old).

7 **II. BRIEF STATEMENT OF CONTESTED LEGAL AND FACTUAL**
8 **ISSUES REGARDING THE DISTRIBUTION OF PROPERTY**
9 **AND DEBTS**

9 A. Background Facts and Procedural History

10 Jim and Minh were married on July 8, 2006. On June 14, 2006, the
11 parties entered into a valid and binding Premarital Agreement, which
12 “addresses, controls, and resolves all marital issues that exist between the
13 parties which are incident to the parties’ divorce, with the sole exception
14 of the issues of child custody and child support.” In Jim’s Complaint for
15 Divorce, filed December 13, 2018, he alleged:

16 VII.

17 The parties’ Premarital Agreement is a valid and binding
18 agreement between the parties.

19 VIII.

20 The parties’ Premarital Agreement addresses, controls,
21 and resolves all marital issues that exist between the parties
22 which are incident to the parties’ divorce, with the sole
23 exception of the issues of child custody and child support.

24 IX.

25 By way of their Premarital Agreement, the parties have
26 set forth their mutual desire and intent to establish, determine,
27 and settle between themselves all of their relative property
28 rights, interests, and obligations with respect to each other,
including, without limitation, each party’s respective property
rights, the rights of either party to be supported by the other
party, and all financial obligations each party has relative to
the other party.

28 . . .

1 X.

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

5 XI.

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

10 Minh admitted to each of these allegations in her Answer and
11 Counterclaim for Divorce, filed January 11, 2019. Answer, pg. 2, lines 7-
12 16. In addition, at the February 18, 2020 Case Management Conference,
13 this Court confirmed it previously determined the Prenuptial Agreement
14 is valid. *See* February 18, 2020 Court Minutes.

15 In this Court's Decision and Order, this Court set forth its orders
16 regarding child custody and child support, and directed "the parties to
17 submit a stipulated divorce judgment to the court by October 18, 2019."
18 Decision and Order, pg. 32, lines 19-21. Thus, on October 4, 2019,
19 Robert P. Dickerson, Esq., emailed Minh's counsel at that time, Neil
20 Mullins, Esq., informing him he would prepare the Stipulated Decree of
21 Divorce if he had not already begun to do so. Mr. Dickerson also
22 requested a response to a previous email he had sent on August 19, 2019
23 regarding revisions to the proposed Marital Settlement Agreement, which
24 the parties had been drafting and revising for several months. On October
25 7, 2019, Mr. Mullins informed Mr. Dickerson he had been relieved as
26 counsel and Minh had retained Fred Page, Esq., to substitute as counsel.

27 On October 9, 2019, Mr. Page filed his Substitution of Attorney. On
28 October 10, 2019, Mr. Dickerson made his first of many communications

1 with Mr. Page. With that October 10, 2019 email, Mr. Dickerson
2 provided Mr. Page with the proposed Decree of Divorce the Court directed
3 the parties to submit to the Court by October 30, 2010. Unfortunately,
4 since that initial communication on October 10, 2019, little progress has
5 been made in finalizing the Decree of Divorce and the Marital Settlement
6 Agreement to be merged and incorporated into the Decree of Divorce to
7 be entered by the Court. Thus, when the Court learned of the impasse the
8 parties have reached with respect to finalizing their divorce at the February
9 18, 2020 Case Management Conference, the Court scheduled an
10 evidentiary hearing on the remaining disputes.

11 On February 14, 2020, Minh filed her Individual Case Management
12 Conference Brief, raising two issues with the Marital Settlement
13 Agreement. First, Minh claims she does not owe Jim for income taxes he
14 paid for her separate property income for 2014 through 2018. Second,
15 Minh claims the 529 accounts established for the children should be
16 awarded to her as her separate property on behalf of the children with her
17 being in control as the trustee.

18 In addition to the foregoing, several other issues have arisen since
19 the Court entered its Decision and Order that this Court must resolve to
20 finalize the parties' divorce. First, Minh has refused to comply with this
21 Court's Decision and Order and to reimburse Jim for her one-half ($\frac{1}{2}$)
22 portion of the children's school and extracurricular expenses pursuant to
23 the 30/30 rule. Second, Minh also has refused to provide or contribute to
24 the cost of the children's health insurance or to reimburse Jim for her one-
25 half ($\frac{1}{2}$) portion of the children's medical expenses that are not covered by
26 health insurance. Third, Minh has even refused to pay for her own health
27 insurance despite the fact the parties have been separated since January
28 2019. Lastly, Jim is requesting this Court find that Minh's withholding of

1 the children from Jim for five (5) weeks, twenty-four (24) days of which
2 were Jim's custody days, be determined wrongful, and award Jim twenty-
3 four (24) days of make up custody time to be exercised three (3) days at
4 a time. Each of these issues will be discussed in detail below.

5 B. Tax Issues

6 Minh's position that she is not obligated to reimburse Jim for the
7 portion of income taxes he paid on her separate property income for 2014
8 through 2018 is directly contrary to the parties' agreement in their
9 Premarital Agreement, which Minh admits is valid and binding. The
10 parties' Premarital Agreement provides:

11 If it is advantageous for the parties to file a joint income tax
12 return during their marriage, the parties shall file such a joint
13 tax return, and the tax liability shall be minimized by each
14 party's cooperation in claiming and itemizing as many
15 deductions as possible. Any tax obligation shall be divided
16 proportionately based upon the taxable income earned by the
17 respective party. In the event the parties file a joint federal
18 income tax return for any qualifying year, the parties'
19 accountant shall prepare calculations setting forth the amount
20 of tax due on each party's separate property income and gains,
21 and each party shall then be required to tender the appropriate
22 share of the total tax due.

23 Exhibit 2, Premarital Agreement, pg. 28, ¶ XVIII.

24 Pursuant to the parties' agreement, the parties filed a joint income
25 tax return for the 2014, 2015, 2016, 2017, and 2018 tax years. For each
26 of these tax years, each party paid one-half ($\frac{1}{2}$) the amount of the total tax
27 liability owed, with the understanding their accountant would prepare
28 calculations setting forth the amount of tax owed on each party's separate
property income and gains, and the party who paid less than the amount
owed on their separate property income and gains would then reimburse
the other party for their appropriate share of the total tax due. The parties
discussed this over the years, and despite not immediately doing so, it was
understood and agreed they would have their accountant calculate the

1 proper division of the tax obligations based on their proportionate taxable
2 separate property income. However, during the marriage, the parties were
3 both busy professionals who managed their own successful practices and
4 raised their three (3) children, and they deferred the proper calculation of
5 the division of the tax liability. Nevertheless, the parties discussed, not
6 only with each other, but also with Ty Anderson, their accountant, their
7 intention to eventually do so pursuant to their Premarital Agreement.

8 Mr. Anderson prepared calculations setting forth the amount of tax
9 each party owed for 2014, 2015, 2016, and 2017, based on each party's
10 separate property income and gains. Exhibit 3. For the 2014, 2015, 2016,
11 and 2017 tax years, the parties paid a total of \$2,097,903 in federal taxes.
12 Exhibit 3. The parties equally divided this tax liability, each contributing
13 \$1,048,951.50. Pursuant to Mr. Anderson's calculations, the portion of
14 taxes attributed to Jim's separate property amounted to \$751,702.00 and
15 the portion of taxes attributed to Minh's separate property amounted to
16 \$1,346,201.00. Exhibit 3. Thus, Jim overpaid \$297,249.50, and Minh
17 should reimburse this amount to Jim pursuant to the parties' Premarital
18 Agreement, which both parties admit is valid and binding. Once Mr.
19 Anderson calculates the proper allocation of taxes to each party for their
20 2018 taxes, the parties should be responsible for their share and if one
21 party paid more than their share, he or she should have to reimburse the
22 other party.

23 C. The Children's 529 Accounts

24 Minh requests the Court award the children's 529 accounts to her
25 as her separate property on behalf of the children with her being in control
26 of the accounts as the trustee. However, the parties previously reached an
27 agreement as to how the children's 529 accounts would be divided. Mr.
28 Dickerson provided a draft Marital Settlement Agreement to Minh's prior

1 counsel, Mr. Mullins. On May 29, 2019, Mr. Mullins emailed Mr.
2 Dickerson regarding the provision in the Marital Settlement Agreement
3 that divided the children's 529 accounts. **Exhibit 4**. Mr. Mullins stated:

4 Jim will get one-fourth of the 529 plans and Minh 3/4ths
5 (according to contributions), and with provisions that neither
6 will withdraw, except for college tuition and room and
7 boarding without both parties approving by email. And each
8 party would provide annual statements to the other. We
disagree Jim should get half, as such is even contrary to the the
[sic] PMA. But Jim should not mind, as we are protecting the
children anyway.

9 **Exhibit 4**. On May 31, 2019, Mr. Dickerson responded to Mr. Mullins
10 email and indicated that this was acceptable to Jim. **Exhibit 5**.

11 Thereafter, on July 23, 2019, Mr. Dickerson emailed Mr. Mullins
12 suggesting the parties agree to an actual dollar amount of the children's
13 529 accounts to be transferred to Jim, which would reduce the possibility
14 of the parties disputing in the future. **Exhibit 6**. Mr. Mullins responded
15 on August 16, 2019, stating:

16 [W]e are in agreement with placing an exact dollar amount to
17 be transferred from the children's 529 accounts in accordance
18 with our previous agreement. My client is in the process of
19 obtaining the records from the plan administrator so we can
calculate the exact figure to be transferred to a 529 account in
Jim's name only.

20 **Exhibit 7**. Mr. Dickerson responded to Mr. Mullins on August 19, 2019,
21 stating: "Please provide me with the current balance held in each 529
22 account and your client's suggestion as to the amount to be transferred to
23 the new 529 accounts to be opened by Jim." **Exhibit 8**.

24 Eighth Judicial District Court Rule 7.50 and District Court Rule 16
25 provide that an agreement or stipulation between the parties or their
26 attorneys is effective if it is "in writing subscribed by the party against
27 whom the same shall be alleged, or by the party's attorney." "When parties
28 to pending litigation enter into a settlement, they enter into a contract,"

1 which is subject to general principles of contract law. *Grisham v. Grisham*,
2 289 P.3d 230, 234 (Nev. 2012) (citing *Mack v. Estate of Mack*, 125 Nev. 80,
3 95, 206 P.3d 98, 108 (2009)). “[A] stipulated settlement agreement
4 requires mutual assent, or a ‘meeting of the minds,’ on ‘the contract’s
5 essential terms.’” *Id.* (internal citations omitted). If the material terms are
6 lacking or are insufficiently certain and definite for a court to ascertain
7 what is required of each party and to compel compliance, then a valid
8 contract cannot exist. *Id.* (citing *May v. Anderson*, 121 Nev. 668, 672, 119
9 P.3d 1254, 1257 (2005)).

10 Here, the parties had mutually assented to the essential terms of the
11 Marital Settlement Agreement, including the division of the children’s 529
12 accounts, and were finalizing the remaining, minor details. In fact, in the
13 August 16, 2019 letter from Mr. Mullins, he stated:

14 I have reviewed your comments regarding the revised *Marital*
15 *Settlement Agreement* (“MSA”) with my client that was attached
16 to your email dated July 23, 2019 (as well as the follow up
email dated August 9, 2019) and believe we are very close to
a full and final resolution of the non-custody related issues.

17 Exhibit 7, pg. 1. In the August 16, 2019 letter, Mr. Mullins provides
18 Minh’s responses to the comments and proposed revisions to the Marital
19 Settlement Agreement sent by Mr. Dickerson on July 23, 2019. Exhibit
20 7, pg. 1. Mr. Mullins lists nine (9) responses from Minh. Exhibit 7, pg. 1-
21 3. Of these nine (9) responses, only two (2) pertain to continued
22 disagreements between the parties, and they are minor disagreements
23 regarding nonessential issues and terms to be included in the Marital
24 Settlement Agreement. These disagreements concern the parties’ family
25 photos, of which Jim requested copies, and the children’s furniture and
26 personal property, which Jim believed Minh took a majority of when she
27 moved. These issues were not essential terms to the parties’ Marital
28 Settlement Agreement, which is demonstrated by Mr. Dickerson’s August

1 19, 2019 email responding to Mr. Mullin’s August 16, 2019 letter. In the
2 August 19 email, Mr. Dickerson states:

3 5. We respectfully disagree with your comments and
4 conclusions. With that said, let’s just forget the issue of the
5 photographs and move on to more important issues.

6 6. We respectfully disagree with your characterization of the
7 patio set being jointly purchased and your opinion that Jim is
8 “nickel-and-diming” your client In light of your client’s
9 position, let’s just forget the issue and move on to more
10 important things.

11 **Exhibit 8.**

12 Given the parties had mutually assented to the essential terms of the
13 Marital Settlement Agreement and were finalizing the remaining, minor
14 details, this Court should enforce the parties’ agreement that one-fourth
15 of the amount of the children’s 529 accounts would be transferred to a
16 529 account in Jim’s name, which he would maintain for the benefit of the
17 children. The parties agreed Minh would obtain statements for the
18 children’s 529 accounts to determine the amount equaling one-fourth
19 (1/4), which would then be transferred to Jim.

20 D. Minh’s Refusal to Contribute to the Children’s Expenses

21 The Court ordered that neither party would pay child support to the
22 other party. Decision and Order, pg. 32, lines 1-3. However, the Court
23 entered orders confirming the parties’ agreement to share equally in the
24 cost of the children’s private school tuition and related expenses. Decision
25 and Order, pg. 32, lines 2-4. The Court specifically noted that Jim

26 waives child support from Minh Luong in consideration for an
27 agreement that the parties share equally the significant private
28 school tuition and related expenses, all medical and dental
expenses for the children that are not covered by insurance,
expenses for the children’s extracurricular activities that the
parties agree are best for the children, and tutoring or
education expenses that the parties agree are best for the
children.

...

1 Decision and Order, pg. 23, line 24, to pg. 24, line 4. The Court ordered
2 the parties shall follow the 30/30 rule for expenses, which requires the
3 parent who paid for the expense to provide the other parent a copy of the
4 receipt of payment within thirty (30) days of payment, and the other
5 parent to reimburse one-half (½) of such expenses within thirty (30) days.
6 Decision and Order, pg. 32, lines 7-13.

7 On multiple occasions, Jim has requested Minh reimburse him for
8 her one-half (½) portion of the children's expenses, but Minh has refused.
9 In addition to Jim contacting Minh directly, on May 26, 2020, Jim's
10 counsel sent Minh's counsel a letter specifically addressing these financial
11 issues. **Exhibit 9**. To date, Minh has not responded nor reimbursed Jim
12 for any of the expenses.

13 1. *Children's School Tuition and School Related Expenses*

14 Jim's assistant, Bo Bautista, initially sent an email to Minh on
15 October 30, 2019, providing receipts for payments made for the children's
16 private school tuition, school uniforms, and Matthew's martial arts class.
17 **Exhibit 10**. Attached to Ms. Bautista's email is a Summary of Charges
18 and Payments from Challenger School for the period of January 1, 2019
19 to October 30, 2019. **Exhibit 10**. Minh produced a Summary of Charges
20 and Payments from Challenger School for the period of October 1, 2019
21 to June 20, 2020 in her Appendix of Exhibits filed June 29, 2020. **Exhibit**
22 **11**. These Summaries of Charges and Payments show that Jim made the
23 following payments for the children's 2019-2020 school year:

- 24 1. August 20, 2019: \$3,892.00
- 25 2. September 3, 2019: \$3,913.00
- 26 3. October 1, 2019: \$3,892.00
- 27 4. October 8, 2019: \$388.00
- 28 5. November 1, 2019: \$4,318.00

1	6.	December 16, 2019:	\$4,256.00
2	7.	January 15, 2020:	\$4,318.00
3	8.	February 18, 2020:	\$4,356.00
4	10.	March 16, 2020:	\$4,318.00
5	<u>TOTAL:</u>		<u>\$33,651.00</u>

6 These payments include the cost of Matthew’s and Hannah’s extended
7 care, which was recommended by Hannah’s teacher, Ms. Baron. The total
8 cost of extended care was \$2,434.24 for the 2019-2020 school year.
9 **Exhibit 11.** Thus, if this Court does not find Minh should be equally
10 responsible for the cost of the children’s extended care, the cost of the
11 children’s tuition and application fees for the 2019-2020 school year
12 amounted to \$31,216.76 (= \$33,651.00 - \$2,434.24). Minh’s one-half
13 (½) portion of this amount is \$15,608.38. In addition to the foregoing,
14 Ms. Bautista’s October 2019 email also requested Minh reimburse Jim for
15 her one-half (½) portion of the children’s school uniforms, which is
16 \$188.84 as Jim paid \$377.67. **Exhibit 10.**

17 On January 22, 2020, Jim emailed Minh requesting she reimburse
18 him for her one-half (½) portion of the cost of the Challenger School
19 applicant fees for the 2020-2021 school year, which totaled \$525, and
20 provided her a copy of the check with which he paid these fees. **Exhibit**
21 **11, 12, and 13.** Minh has not reimbursed Jim for her portion of the
22 Challenger School applicant fees, which is \$262.50.

23 Based on the foregoing, Minh must be ordered to reimburse Jim
24 \$15,608.38 for her portion of the children’s school tuition for the 2019-
25 2020 school year, \$262.50 for her portion of the Challenger School
26 applicant fee for the 2020-2021 school year, and \$188.84 for her portion
27 of the children’s school uniforms.

28 . . .

1 2. *Minh's Refusal to Contribute to the Children's Extracurricular*
2 *Activities*

3 Within a week of the Court entering its Decision and Order, Minh
4 informed Jim she no longer approved of the extracurricular activities in
5 which the children were enrolled in Nevada and would not contribute to
6 the cost. **Exhibit 14.** Minh's position is obviously not in the children's
7 best interest. Minh also had previously agreed to Matthew's participation
8 in his martial arts class. Jim's assistant, Bo Bautista, sent an email to Minh
9 on October 30, 2019, providing the receipt for the \$460.24 payment made
10 for Matthew's martial arts class. **Exhibit 10.** Thus, Minh must be ordered
11 to reimburse Jim \$230.12 for her one-half (1/2) portion of Matthew's
12 martial arts class. Given the Court ordered there would not be a child
13 support award based on the parties' agreement to equally divide private
14 school tuition and related expenses, all medical and dental expenses for the
15 children that are not covered by insurance, expenses for the children's
16 extracurricular activities that the parties agree are best for the children,
17 and tutoring or education expenses that the parties agree are best for the
18 children, Minh must reimburse Jim for her one-half (1/2) portion of
19 Matthew's martial arts class, to which she previously agreed was in
20 Matthew's best interest.

21 3. *Minh's Refusal to Contribute to the Children's Health Insurance and*
22 *Unreimbursed Medical Expenses*

23 The Court ordered both parties to provide health insurance for the
24 children if offered through employment. Decision and Order, pg. 31, lines
25 14-16. Jim provides health insurance for the children through his practice.
26 Minh does not provide health insurance for the children. Accordingly, Jim
27 is requesting the Court order Minh to pay one-half (1/2) of the health
28 insurance premium Jim pays for the children. The parties separated in

1 January 2019 and the Court's Decision and Order was entered in
2 September 2019. From January 2019 to November 2019, the cost of the
3 children's health insurance was \$806.91 per month (or \$268.97 per child
4 per month). **Exhibit 10**. From December 2019 to the present, the cost of
5 the children's health insurance is \$866.58 per month (or \$288.86 per
6 child per month). **Exhibit 15**. Accordingly, Minh's one-half ($\frac{1}{2}$) portion
7 of the children's health insurance from January to November 2019 is
8 \$4,438.01 ($\$806.91 \times 11/2$), and from December 2019 to August 2020 is
9 \$3,899.61 ($\$866.58 \times 9/2$), which together totals \$8,337.62. Thus, the
10 Court should order Minh to reimburse Jim \$8,337.62 for her one-half ($\frac{1}{2}$)
11 portion of the children's health insurance for the period of January 2019
12 to August 2020, and order Minh to pay one-half ($\frac{1}{2}$) of the children's
13 health insurance premium on the first of the month from September 1,
14 2020 going forward.

15 In addition, Jim has requested Minh reimburse him for several
16 medical expenses that were not covered by insurance. On December 19,
17 2019, Jim emailed Minh requesting she reimburse him for her one-half
18 ($\frac{1}{2}$) portion of the cost of the children's December 19, 2019 therapy
19 session with Dr. Gravley, and provided proof of the \$175.50 payment.
20 **Exhibit 16**. Minh's one-half ($\frac{1}{2}$) equals \$87.78. On February 19, 2020,
21 Jim sent Minh a text message with the receipt for Hannah's
22 ophthalmology appointment, which cost \$125. **Exhibit 17**. Minh's one-
23 half ($\frac{1}{2}$) equals \$62.50. On March 3 and 9, 2020, Jim sent Minh emails
24 requesting she reimburse him for one-half ($\frac{1}{2}$) the cost of Selena's
25 ophthalmology appointment and eye drops. **Exhibit 18**; **Exhibit 19**. Jim
26 paid \$70 for the ophthalmology appointment and \$15 for eye drops.
27 Thus, Minh's one-half ($\frac{1}{2}$) equals \$35.00 and \$7.50, respectively. The
28 Court should order Minh to reimburse Jim for each of these expenses.

1 E. Minh's Refusal to Pay for Her Own Health Insurance

2 Jim has been paying for the full cost of Minh's health insurance since
3 they separated in January 2019. Jim has requested Minh reimburse him
4 for the cost, but she has refused to do so. Jim also has requested Minh
5 obtain her own health insurance policy given they have been separated for
6 more than a year and a half, but Minh refuses. Minh claims Jim should
7 have to pay for her health insurance until they are divorced.

8 The parties agreed that beginning on and as of the date of their
9 marriage, Jim would contribute and pay for approximately seventy-five
10 percent (75%) of the "family living expenses," and Minh would contribute
11 and pay for approximately twenty-five percent (25%) of the "family living
12 expenses." Exhibit 2, pg. 14, ¶ VI(I)(2). The parties' Premarital
13 Agreement defines which expenses the parties agree constitute "family
14 living expenses":

15 The parties specifically intend for their Family Living Expenses
16 to include the following expenses for the parties' primary
17 family residence in which the parties jointly reside during their
18 marriage: all utility expenses and expenses for any service being
19 supplied or provided to the primary family residence (i.e., gas,
20 electricity, sewer, garbage/trash pick-up, telephone, cable
21 television, etc.), all expenses for the cleaning, maintenance,
22 and up-keep of the home, and the cost of all household
23 supplies purchased for use in the home. Additionally, Family
Living Expenses shall include all food for the parties and their
children, all clothing and other necessities for the parties'
children, family vacations participated in by both parties,
family vacations participated in with the consent of both
parties whereby one party is vacationing with one or more of
the parties' children, and all other family outings,
entertainment, and similar family events in which both parties
participate.

24 Exhibit 2, pg. 13-14, ¶ VI(I)(1). The Premarital Agreement further
25 provides that not be included in the above definition of "family living
26 expenses" are "any expenses incurred primarily for the benefit of one of
27 the parties and not the other party (such as the purchase of each party's
28 respective clothing and person supplies, each party's personal

1 entertainment or involvement in events or activities that do not include
2 the other party, and other such expenditures that primarily benefit one of
3 the parties and not the other). Exhibit 2, pg. 13, ¶ VI(I)(1). Most
4 importantly, the Premarital Agreement provides that “The parties agree
5 that the provisions of this subparagraph I(2) shall not apply if the parties
6 are separated or a divorce action is pending between the parties.” Exhibit
7 2, pg. 14, ¶ VI(I)(2).

8 Based on the parties’ agreements set forth in their Premarital
9 Agreement, Minh’s health insurance would not be considered part of the
10 “family living expenses.” Minh’s health insurance is an expense incurred
11 primarily for the benefit of her and not Jim or the parties’ children. Given
12 the Premarital Agreement specifically states that any expense incurred
13 primarily for the benefit of one of the parties and not the other party is
14 not included “family living expenses,” Minh’s health insurance is not a
15 family living expenses to be shared by the parties.

16 Even if this Court found Minh’s health insurance was a “family
17 living expense” to be shared by the parties, the Premarital Agreement
18 specifically states that the parties agree the provision regarding the sharing
19 of “family living expenses” shall not apply if the parties are separated or
20 a divorce action is pending between them. On December 13, 2018, Jim
21 filed his Complaint for Divorce, initiating the divorce action. In January
22 2019, the parties physically separated when Minh moved out of Jim’s
23 residence. Thus, given a divorce action has been pending between the
24 parties since December 2018 and the parties have been separated since
25 January 2019, the provisions regarding the sharing of “family living
26 expenses” shall not apply as of December 2018 pursuant to the parties’
27 Premarital Agreement. Moreover, even if Minh’s health insurance was a
28 “family living expense,” Minh has not been complying with the Premarital

1 Agreement, which states she must contribute twenty-five percent (25%)
2 toward the cost of the “family living expenses.”

3 The cost of Minh’s health insurance from January 2019 through
4 November 2019 was \$549.55 per month, which amounts to \$6,045.05 for
5 this period. Exhibit 15. From December 2019 to the present, Minh’s
6 health insurance increased to \$590.17 per month. Exhibit 15. Thus, for
7 the period of December 2019 to August 2020, Minh’s health insurance
8 totaled \$5,311.53. Jim is requesting the Court order Minh to reimburse
9 Jim for the health insurance premiums he paid from January 2019 to
10 August 2020, which totals \$11,356.58. Jim also is requesting the Court
11 order Minh to obtain her own health insurance policy for September 2020
12 going forward.

13 F. Makeup Custody Time for Jim

14 As this Court is well aware, there was an incident between the parties
15 on March 20, 2020, at approximately 4:00 p.m., when Minh arrived at
16 Jim’s house to pick up the children for their Spring Break vacation. During
17 this incident, Minh tried to take Jim’s kitesurf board, damaged Jim’s
18 kitesurf board by slamming it against the garage floor, struck Jim’s vehicle
19 with a U-shaped aluminum handle, tried to push a ladder onto Jim’s
20 vehicle, tried to pull a key rack off of his garage wall, grabbed the ladder
21 (which Jim had tried to place inside his house, but was still near the garage
22 door) and struck it on the door frame and wall inside Jim’s home, kicked
23 Jim in the shins, and tried to bait Jim to hit her. Minh also verbally
24 accosted Jim, telling him he was the “lowest scum ever” and a “son of a
25 bitch.” Thankfully, Jim audio recorded the incident and video recorded
26 part of the incident. Attached as Exhibit 20 is the audio recording and a
27 transcript of the audio recording, and attached as Exhibit 21 is the video
28 recording and a transcript of the video recording.

1 After the incident, and despite being the physical aggressor, Minh
2 then filed a police report accusing Jim of domestic violence. This resulted
3 in Jim’s arrest and Jim had to spend a night in jail. Minh also obtained a
4 Protection Order Against Domestic Violence (“TPO”) based on her false
5 allegations of domestic violence, and withheld the children from Jim for
6 thirty-four (34) days, twenty-four (24) of which were Jim’s custody days.

7 At the April 22, 2020 hearing, Jim requested the Court award him
8 twenty-four (24) days of makeup custody time. The Court initially denied
9 Jim’s request, finding that “Minh’s withholding of the children from Jim
10 must be determined to be wrongful in order for Jim to be awarded makeup
11 time.” Order from April 22, 2020 Hearing, pg. 5, lines 21-26. At that time,
12 it was unknown whether Jim would actually be charged with domestic
13 violence. Thankfully, after reviewing Minh’s allegations and evidence
14 submitted, the prosecutor determined there was no factual or legal basis
15 to pursue charges against Jim and declined to prosecute Jim. The
16 prosecutor’s decision to not pursue charges against Jim, and the audio and
17 video recordings of the incident demonstrate Minh’s allegations of
18 domestic violence were untrue. Minh used her false allegations of domestic
19 violence to wrongfully obtain a TPO and deprive Jim of his custody time.
20 Minh not only withheld the children from Jim for over a month, but also
21 deprived Jim of communication with his children for approximately eleven
22 (11) days.

23 Based on the prosecutor’s decision to not prosecute Jim, Jim renewed
24 his request for twenty-four (24) days of makeup custody time as the Court
25 can now determine Minh’s withholding of the children was wrongful. At
26 the July 13, 2020 hearing, the Court clarified that Jim’s request for
27 twenty-four (24) days of makeup custody time is denied without prejudice
28 as the Court had not yet made a finding that Minh’s withholding of the

1 children from Jim was wrongful. The Court ordered that Jim will be
2 entitled to consideration for compensatory time if and when the Court
3 makes that finding. Once the Court reviews the audio and video
4 recordings at the evidentiary hearing, and based on the prosecutor
5 declining to pursue charges against Jim, this Court should award Jim
6 twenty-four (24) days of makeup custody time.

7 At the April 22, 2020 hearing, the Court stated it was “concerned it
8 would not be in the children’s best interest for the children to be away
9 from Minh for the same period of time as they have been away from Jim.”
10 Order from April 22, 2020 Hearing, pg. 5, line 28 - pg. 6, line 3. Jim is not
11 requesting this Court grant him twenty-four (24) consecutive days of
12 custody makeup time. Jim is willing to break up these makeup custody
13 days in groups of three (3) days.

14 G. Attorneys’ Fees

15 Jim also respectfully submits that he is entitled to an award of
16 attorneys’ fees pursuant to NRS 18.010 and EDCR 7.60(b). NRS
17 18.010(2)(b) permits litigants to recover their attorneys’ fees where the
18 Court finds that a claim or defense of an opposing party was brought
19 without reasonable ground or to harass the prevailing party. EDCR
20 7.60(b)(1) and (3) permit the Court to sanction a party for presenting or
21 maintaining a motion “which is obviously frivolous, unnecessary or
22 unwarranted,” or for multiplying “the proceedings in a case as to increase
23 costs unreasonably and vexatiously.”

24 Since March 2020, Jim has filed two (2) Emergency Motions to
25 address Minh’s actions and the detrimental effect they are having on the
26 children. Jim was first required to file an Emergency Motion in March
27 2020 after Minh made false allegations of domestic violence against Jim
28 and obtained a TPO to withhold the children from him. In his March

1 2020 Emergency Motion, Jim also brought to the Court's attention the
2 multiple issues he was having coparenting with Minh, including (1)
3 Minh's refusal to cordially, verbally communicate with Jim in front of the
4 children, which Minh has continued to do to this day; (2) Minh's
5 denigration and disparagement of Jim in front of the children, telling Jim
6 he is beneath her, beneath dirt, a low life, selfish, a son of a bitch, etc.; (3)
7 Minh's refusing to inform Jim of where the children will be staying when
8 they are away from her Irvine home; (4) Minh's refusal to return the
9 children's ski gear, which Jim provided to her; (5) Minh's refusal to
10 contribute to the children's school and extracurricular activities expenses;
11 (6) Minh's moving her and Hannah's seats at Selena's Christmas
12 performance after Jim sat next to them; (7) Minh's manipulation of the
13 children; and (8) Minh's refusal to facilitate communication between the
14 children and Jim while the children are with her, to name a few.

15 After the Court directed the parties to attempt to resolve the parent-
16 child issues at the April 22, 2020 hearing, Jim's counsel immediately sent
17 a letter on April 27, 2020 to address the most important parent-child
18 issues, particularly the issue of the children's therapy. Minh did not
19 respond at all to Jim's letter. Rather, on May 18, 2020, Minh's counsel
20 sent Jim's counsel a letter again falsely accusing Jim of abuse. **Exhibit 22.**
21 Jim responded the following day, again attempting to resolve the most
22 important issues. **Exhibit 23.** Attached to Jim's May 19, 2020 letter was
23 a Stipulation and Order addressing the parent-child issues the Court
24 directed the parties to resolve prior to the next hearing. Minh again
25 ignored Jim's attempts to resolve such issues.

26 On May 26, 2020, Minh sent a responsive letter to Jim's May 19,
27 2020 letter. **Exhibit 24.** Minh spent a vast majority of her five (5) page
28 letter continuing to accuse Jim of domestic violence, of lying to the

1 children about moving to California, and of being solely responsible for
2 Hannah's unhappiness. Needless to say, none of Jim's suggestions to
3 resolve the parent-child issues were acknowledged, and Minh's letter did
4 nothing to move the parties in the right direction of coparenting to meet
5 the best interests of the children. Minh even asks in the letter at one
6 point, "What is wrong with your client?" More concerning, despite
7 Hannah's alarming behavior, Minh stated she would no longer pay for the
8 cost of therapy with Dr. Gravley and blamed Jim for all of the parties'
9 problems. Based on this response, it was abundantly clear Minh had no
10 interest in resolving any parent-child issues, requiring Jim to file his second
11 Emergency Motion in June 2020.

12 In addition, Jim's counsel sent Minh's counsel a separate letter
13 regarding the financial issues on May 26, 2020. Exhibit 25. Minh never
14 responded to this letter. Jim has tried time and time again to coparent
15 with Minh and reduce the need for Court intervention. Minh not only
16 completely disregarded Jim's attempts to resolve the parent-child issues,
17 but continuously sent letters perpetuating her false allegations of domestic
18 abuse and blaming Jim for all of the parties' problems.

19 In addition, Minh is financially harassing Jim because she knows she
20 is in a superior financial position. Minh is refusing to comply with the
21 parties' Premarital Agreement regarding the proper allocation of each
22 party's tax liability based on their separate property for each year in which
23 the parties filed a joint tax return. Minh is also financially harassing Jim
24 by refusing to pay her health insurance despite the fact the parties have
25 been separated since January 2019. Accordingly, Minh's oppositions and
26 counter motions (in which she also unreasonably sought to modify custody
27 multiple times) were obviously frivolous, unnecessary, and unwarranted,
28 and brought without reasonable ground and to harass Jim. Minh has

1 multiplied the proceedings in this case as to increase costs unreasonably
2 and vexatiously, and forced Jim to file two Emergency Motions. Thus, Jim
3 is entitled to an award of attorneys' fees and costs pursuant to NRS
4 18.010 and EDCR 7.60(b).

5 Pursuant to *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349,
6 455 P.2d 31, 33 (1969), in awarding attorneys' fees and costs, this Court
7 will need to make specific findings regarding the quality of Jim's advocates,
8 the character of the work done, the work actually performed, and the
9 result. To assist the Court in making the necessary findings regarding the
10 quality of Jim's advocates, Robert P. Dickerson charges an hourly fee of
11 \$600 for his services. Sabrina M. Dolson's hourly fee is \$350. These fees
12 are customary and reasonable in this locality for similarly situated persons
13 and cases. Mr. Dickerson has been practicing law for forty-three (43)
14 years, with the last twenty-six (26) plus years devoted to the practice of
15 family law. He is a former President of the State Bar of Nevada, and Clark
16 County Bar Association, and is AV rated both as to skill and ethics. Ms.
17 Dolson has been licensed to practice law in Nevada since 2013, is a
18 member of the Family Law Section of the State Bar of Nevada, and has
19 practiced in the area of family law since becoming licensed. The Dickerson
20 Karacsonyi Law Group is an AV Preeminent rated law firm, the highest
21 level of professional excellence. All attorneys at the firm have extensive
22 experience in family law, and a reputation for competency.

23 **III. LIST OF EXHIBITS**

24 1. Email sent by Robert P. Dickerson, Esq., to Neil Mullins, Esq.,
25 on January 9, 2019, with attached "Parenting Agreement.006 (sent to NM
26 1-9-19).pdf" and "MSA.008 (sent to NM 1-9-19).pdf," Bates Nos.
27 PLTF002060 - PLTF002109.

28 . . .

- 1 2. Email sent by Neil Mullins, Esq., to Robert P. Dickerson, Esq.,
2 on May 29, 2019, Bates Nos. PLTF002110 - PLTF002111.
- 3 3. Email sent by Robert P. Dickerson, Esq., to Neil Mullins, Esq.,
4 on May 31, 2019, Bates Nos. PLTF001795 - PLTF001797.
- 5 4. Email sent by Robert Clapp to Robert P. Dickerson, Esq., on
6 June 24, 2019, with attached "MSA.008 (1-9-19) (Revised 6.24.19).wpd,"
7 and "MSA - redline 6.24.19 nmm.wpd," Bates Nos. PLTF002112 -
8 PLTF002155.
- 9 5. Email sent by Robert P. Dickerson, Esq., to Neil Mullins, Esq.,
10 on July 23, 2019, with attached "MSA.009A (Mullin's Revisions with
11 Bob's Comments).pdf," Bates Nos. PLTF002156 - PLTF002175.
- 12 6. Email sent by Robert P. Dickerson, Esq., to Neil Mullins, Esq.,
13 on August 9, 2019, Bates Nos. PLTF001798 - PLTF001801.
- 14 7. Correspondence from Neil Mullins, Esq., to Robert P.
15 Dickerson, Esq., dated August 16, 2019, Bates Nos. PLTF001802 -
16 PLTF001820.
- 17 8. Email from Robert P. Dickerson, Esq., to Neil Mullins, Esq.,
18 dated August 19, 2019, Bates Nos. PLFT001821 - PLTF001823.
- 19 9. Email from Robert P. Dickerson, Esq., to Neil Mullins, Esq.,
20 dated October 4, 2019, Bates Nos. PLFT002176 - PLTF002179.
- 21 10. Email sent by Neil Mullins, Esq., to Robert P. Dickerson, Esq.,
22 on October 7, 2019, Bates Nos. PLTF002180 - PLTF002183.
- 23 11. Email from Robert P. Dickerson, Esq., to Fred Page, Esq., dated
24 October 10, 2019, Bates No. PLFT002184.
- 25 12. Premarital Agreement, entered into by James W. Vahey and
26 Minh Nguyet Luong on June 14, 2006, Bates Nos. PLTF001973 -
27 PLTF002028.
- 28 ...

- 1 13. 2014 U.S. Individual Income Tax Return for James W. Vahey
2 and Minh Nguyet Luong, Bates Nos. PLTF001824 - PLTF001872.
- 3 14. 2015 U.S. Individual Income Tax Return for James W. Vahey
4 and Minh Nguyet Luong Bates Nos. PLTF002029 - PLTF002059.
- 5 15. 2016 U.S. Individual Income Tax Return for James W. Vahey
6 and Minh Nguyet Luong, Bates Nos. PLTF001873 - PLTF001926.
- 7 16. 2017 U.S. Individual Income Tax Return for James W. Vahey
8 and Minh Nguyet Luong, Bates Nos. PLTF000010 - PLTF000085.
- 9 17. 2018 U.S. Individual Income Tax Return for James W. Vahey
10 and Minh Nguyet Luong, Bates Nos. PLTF001927 - PLTF001972.
- 11 18. James Vahey and Minh Luong Income Comparison for tax
12 purposes produced by Ty Anderson in response to Subpoena Duces
13 Tecum, Bates No. PLTF002185.
- 14 19. Email from Minh Luong to James Vahey dated September 27,
15 2019, Bates Nos. PLTF002202 - PLTF002204.
- 16 20. January 17-18, 2020 email exchanges between Minh Luong
17 and James Vahey regarding reimbursement for private school tuition,
18 Bates Nos. PLFT002205 - PLTF002207.
- 19 21. October 30, 2019 email to Minh Luong regarding
20 reimbursement for school uniforms, extracurricular activities, and private
21 school tuition, and attached receipts and statements, Bates Nos.
22 PLTF002208 - PLTF002215.
- 23 22. January 22 and 24, 2020 emails exchanged between Minh
24 Luong and James Vahey regarding reimbursement for private school
25 tuition, Bates No. PLTF002264.
- 26 23. Photograph of check to pay Challenger School applicant fees,
27 Bates No. PLTF002265.
- 28 . . .

- 1 24. March 14, 2020 email from James Vahey to Minh Luong
2 regarding Challenger School tuition, Bates Nos. PLTF002266 -
3 PLTF002267.
- 4 25. December 19, 2019 Email from James Vahey to Minh Luong
5 regarding Dr. Gravely's bill, Bates Nos. PLTF002268 - PLTF002270.
- 6 26. February 19, 2020 text message from James Vahey to Minh
7 Luong regarding Hannah's ophthalmology appointment, Bates No.
8 PLTF002271.
- 9 27. March 3, 2020 email from James Vahey to Minh Luong
10 regarding Selena's ophthalmology appointment, Bates Nos. PLTF002272 -
11 PLTF002274.
- 12 28. March 9, 2020 email from James Vahey to Minh Luong
13 regarding Selena's eye drops, Bates Nos. PLTF002275 - PLTF002278.
- 14 29. Photographs of aluminum handle, Bates Nos. PLTF002219 -
15 PLTF002220.
- 16 30. Photograph of ladder, Bates No. PLTF002221.
- 17 31. Audio recording and transcript of March 20, 2020 incident,
18 Bates Nos. PLTF002222 - PLTF002228.
- 19 32. Video recording and transcript of March 20, 2020 incident,
20 Bates No. PLTF002229.
- 21 33. Photographs of damage caused by Minh Luong on March 20,
22 2020, Bates Nos. PLTF002230 - PLTF002236.
- 23 34. April 27, 2020 letter from Sabrina M. Dolson, Esq., to Fred
24 Page, Esq., Bates Nos. PLTF002279 - PLTF002281.
- 25 35. May 18, 2020 letter from Fred Page, Esq., to Sabrina M.
26 Dolson, Esq., Bates Nos. PLTF002285 - PLTF002286.
- 27 36. May 19, 2020 letter from Sabrina M. Dolson, Esq., to Fred
28 Page, Esq., Bates Nos. PLTF002287 - PLTF002297.

1 37. May 26, 2020 letter from Fred Page, Esq., to Sabrina M.
2 Dolson, Esq., Bates Nos. PLTF002321 - PLTF002325.

3 38. May 26, 2020 letter from Sabrina M. Dolson, Esq., to Fred
4 Page, Esq., Bates Nos. PLTF002326 - PLTF002330.

5 39. Hand Center of Nevada Health Insurance Current and
6 Renewal Rates.

7 40. Challenger School Summary of Charges and Payments from
8 October 1, 2019 to June 20, 2020.

9 **IV. LIST OF WITNESSES**

10 1. JAMES W. VAHEY, Plaintiff
11 c/o THE DICKERSON KARACSONYI LAW GROUP
12 1745 Village Center Circle
Las Vegas, Nevada 89134
Telephone: (702) 388-8600

13 Dr. Vahey is expected to testify as to the facts and circumstances
14 concerning all matters at issue in this action.

15 2. MINH NGUYET LUONG, Defendant
16 c/o PAGE LAW FIRM
6930 South Cimarron Road, Suite 140
17 Las Vegas, Nevada 89113
Telephone: (702) 469-3278

18 Dr. Luong is expected to testify as to the facts and circumstances
19 concerning all matters at issue in this action.

20 3. Ty Anderson
21 ANDERSON RICHARDSON & CO., PLLC
10091 Park Run Drive, Suite 200
22 Las Vegas, Nevada 89145
Telephone: (702) 308-3400

23 Mr. Anderson is expected to testify as to the facts and circumstances
24 regarding the taxes paid by the parties for the 2014, 2015, 2016, 2017,
25 and 2018 tax years, and how the taxes each party owed for these tax years
26 would be apportioned, if at all, to each party.

27 . . .

28 . . .

1 4. Neil Mullins, Esq.
2 KAINEN LAW GROUP, PLLC
3 3303 Novat Street, Suite 200
4 Las Vegas, Nevada 89129
5 Telephone: (702) 823-4900

6 Mr. Mullins is expected to testify as to the facts and circumstances
7 regarding the agreements reached by the parties as to the division of the
8 children's 529 plans.

9 5. Bowena Bautista
10 265 Trailing Putt Way
11 Las Vegas, Nevada 89148
12 (702) 326-0137

13 Ms. Bautista is expected to testify as to the facts and circumstances
14 regarding Jim's requests for reimbursement from Minh for her one-half
15 (1/2) portion of the children's expenses.

16 Jim reserves the right to call any necessary rebuttal witnesses or any
17 witness named or called by Minh.

18 **V. LIST OF SUBSTANTIAL PROPERTY, ALL SECURED AND**
19 **UNSECURED INDEBTEDNESS, AND THE PROPOSED**
20 **DISPOSITION OF ASSETS AND LIABILITIES**

21 The parties' property and debt should be divided pursuant to the
22 June 14, 2006 Premarital Agreement, and as set forth in the Marital
23 Settlement Agreement, attached hereto as **Exhibit 26**, and the Decree of
24 Divorce attached hereto as **Exhibit 27**, both of which were provided to
25 Minh on January 28, 2020.

26 DATED this 6th day of August, 2020.

27 THE DICKERSON
28 KARACSONYI LAW GROUP

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

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

THE DICKERSON KARACSONYI LAW GROUP

ROBERT P. DICKERSON
JOSEF M. KARACSONYI
NATALIE E. KARACSONYI
SABRINA M. DOLSON
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April 27, 2020

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

SENT VIA E-MAIL

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

Dear Fred:

This letter is being sent to address the parent child issues Judge Ritchie directed the parties to resolve on their own at the hearing last week. We believe it would be in everyone's best interest if our clients started cooperating to resolve these issues without having to involve the Court.

Judge Ritchie entered temporary custodial orders requiring the parties to share custody on a week on week off basis in Nevada. Jim agrees with Judge Ritchie that joint physical custody is in the children's best interest, and has no objection if Minh chooses to continue with this arrangement permanently. Minh represented that she is no longer residing with the children at her 9742 West Tompkins Avenue home when she has custody of the children. Can you please have Minh provide the address where she will be staying with the children as soon as possible?

Given both parties' concerns for the children's well-being, we believe it would be beneficial for us to discuss with our clients how important it is that they do not speak to the children about this matter or involve them in their disputes. We also believe the children would be much less stressed about disappointing one parent or the other if both parties agree to allow the children's clothing, belongings, and possessions to transfer freely with the children at custodial exchanges regardless of who purchased the items. The parties have purchased these items for the children's use and benefit, and it only hurts the children when these items are not available for their use.

For example, at the custodial exchange on April 23, 2020, the children did not have their iPads, which they use to complete their homework. Minh informed Jim she would not allow the children to bring the iPads to Jim's because she purchased them. Jim was required to purchase electronics for the children to complete their homework at his home as he did not have separate electronics for each child to use at the same time. Matthew also did not have his book, for which he is required to write a book report. Jim asked Minh to FedEx the book to him, but Minh told Jim to purchase another copy. Normally, this would only require a trip to the book store. However, given the closing of many businesses because of the COVID-19 pandemic, this was not an option for Jim. Jim also could not order a paperback copy of the book for it to be delivered to his home in time for Matthew to be able to continue reading the book and begin his book report. Jim ended up purchasing a Kindle version of the book, but because Jim does not have a Kindle, Matthew must read the book on Jim's cell phone. Jim is not trying to criticize Minh or cause more disputes between them; he would simply like the parties to agree that regardless of who purchased certain items for the children, it only benefits the children for these items to transfer freely with them so there is no interruption to their needs and school work.

Lastly, it appears the parties agree the children should attend therapy to address the effects the parties' divorce has had on them. Jim is especially concerned about Hannah. Minh stated she noticed Hannah is eating much less. Jim has observed this as well since the children were returned to him on April 24, 2020. Jim would like Hannah to return to therapy as soon as possible. Jim respectfully requests Minh research Bree Mullins as he believes she is qualified to address the children's needs. Ms. Mullins is a psychologist who has worked with high-conflict families in navigating the divorce process, improving co-parenting, and guiding children to achieve their full potential. Ms. Mullins' office is located only seven (7) minutes from the children's school, which would be convenient for the parties if they continue to share joint physical custody. This will be particularly helpful once the children return to school as their therapy sessions will most likely be scheduled immediately after school. The parties would have sufficient time after therapy to get the children home to complete homework, have dinner, and get ready for bed. Jim has researched Jen Mitzel and believes she may not be qualified to handle the children's needs as she is not a psychologist, but rather a clinical social worker/therapist. Ms. Mitzel's office is also located approximately twenty-four (24) minutes from the children's school. Jim would also like to suggest that both parties participate in therapy with the children, if the therapist they choose agrees this would be beneficial. Please let us know Minh's thoughts on Ms. Mullins and whether she has any other recommendations.

Fred Page, Esq.
April 27, 2020
Page 3

We wanted to address the most important issues affecting the welfare of the children as soon as possible, most importantly, providing the children with the therapy they need. We will be sending a separate letter to address the financial issues the parties need to resolve in the next few days.

Thank you for your time and attention to this matter. We hope we are able to resolve many, if not all, of the parent child custody issues between our clients so the parties can focus on what is important here, their children.

Sincerely,

/s/ Sabrina M. Dolson

Sabrina M. Dolson

cc: James Vahey

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

PREMARITAL AGREEMENT

THIS PREMARITAL AGREEMENT ("Agreement") is made and entered into this 14th day of June, 2006, by and between:

JAMES W. VAHEY, M.D., a single man, and a resident of County of Clark, State of Nevada, hereinafter referred to as "JIM"; and

MINH NGUYET LUONG, D.D.S., a single woman, and a resident of the County of Clark, State of Nevada, hereinafter referred to as "MINH";

WITNESSETH:

WHEREAS, the parties to this Agreement anticipate their marriage to one another on or about July 8, 2006; and

WHEREAS, while both JIM and MINH, as of the date of this Agreement, own their own respective homes in Clark County, Nevada (i.e., MINH owns and keeps the vast majority of her personal property and clothing in her home located at 9742 West Tompkins Avenue, Las Vegas, Nevada, and JIM owns and lives in his home at 27 Via Mira Monte, Henderson, Nevada), JIM and MINH acknowledge that, since approximately January, 2005, if not earlier, they have spent a considerable amount of time living together in JIM's 27 Via Mira Monte residence, where they expect to continue to live and cohabit together both before and after their upcoming marriage; and

WHEREAS, JIM and MINH wish to make clear their respective desires that each of them shall retain to himself or herself all property which each may own as of the date of this Agreement, as well as all property each may own as of the date of their contemplated marriage, and that the parties shall continue to have the sole ownership, care, and control of their respective property after the date of their contemplated marriage, as well as during any period they may cohabit and live together prior to their marriage; and

WHEREAS, the parties have, to date, made no contribution to the separate property of the other party; and

WHEREAS, this Agreement is made in consideration of the contemplated marriage of the parties to this Agreement, and it is made and entered into to clarify and define their intent with respect to their relationship and the legal effect of such relationship, both before and after their contemplated marriage; and


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WHEREAS, the parties have been discussing and negotiating between themselves the terms of this Agreement since at least February, 2006, and the parties' efforts have resulted in this Agreement being acceptable to both parties; and

WHEREAS, the parties enter into this Agreement pursuant to the provisions of the Uniform Premarital Agreement Act, as enacted in the State of Nevada under Chapter 123A of the Nevada Revised Statutes, NRS 123A.010, et seq., and the parties expressly acknowledge and understand that NRS 123A.050 provides as follows:

"1. Parties to a premarital agreement may contract with respect to:

(a) The rights and obligations of each of the parties in any of the property of either or both of them whenever and wherever acquired or located;

(b) The right to buy, sell, use, transfer, exchange, abandon, lease, consume, expend, assign, create a security interest in, mortgage, encumber, dispose of, or otherwise manage and control property;

(c) The disposition of property upon separation, marital dissolution, death, or the occurrence or nonoccurrence of any other event;

(d) The modification or elimination of alimony or support or maintenance of a spouse;

(e) The making of a will, trust or other arrangement to carry out the provisions of the agreement;

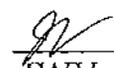
(f) The ownership rights in and disposition of the death benefit from a life insurance policy;

(g) The choice of law governing the construction of the agreement; and

(h) Any other matter, including their personal rights and obligations, not in violation of public policy or a statute imposing a criminal penalty.



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2. The right of a child to support may not be adversely affected by a premarital agreement.”

WHEREAS, it is the intent of the parties to define and set forth in this Agreement each party's respective rights in and to the property owned by each of them as of the date of this Agreement, as well as each party's respective rights in and to the property owned by each of them prior to their marriage (including any period the parties have and/or will cohabit and live together prior to their contemplated marriage) and all property acquired by each of them after the marriage, and to further contract with each other with respect to the matters set forth in NRS 123A.050(1), as provided in this Agreement; and

WHEREAS, each of the parties presently is possessed of sole and separate property, the amounts and nature of which, as well as the income being derived therefrom, have been fully, fairly and reasonably disclosed by each to the other; and each party further has fully, fairly and reasonably disclosed to the other his and her respective financial obligations; and

WHEREAS, each party further acknowledges, warrants, and represents that he or she has made such investigation and inquiries and received such disclosure regarding the other party's financial condition, prospects, earnings, and expectancies as such party desires and feels necessary, specifically including, but not limited to, the financial statements and disclosures attached to this Agreement as EXHIBIT A and EXHIBIT B, and neither party seeks any further disclosure from the other party prior to entering into this Agreement; and

WHEREAS, it mutually is intended and desired by both parties to this Agreement that the property owned by each at the time of this Agreement, as well as the property owned by each at the time of their upcoming marriage, shall remain their respective sole and separate property at all times after the date of this Agreement and at all subsequent times after their marriage, and be subject only to the sole control, use and benefit of the party owning it at the time of their said marriage ceremony, and that no joint or community interest shall ever be acquired in any such property; and

WHEREAS, by way of this Agreement, the parties intend and desire to define and clarify their respective rights, if any, in the property of the other, and in any jointly owned property they might accumulate after the date of their marriage, and to avoid such interest which, except for the operation of this Agreement, they might otherwise acquire in the property of the other as a consequence of their marital relationship, or otherwise; and


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WHEREAS, both parties wish to make clear and acknowledge that no obligation for support or financial contribution from one party to the other shall arise as a result of their contemplated marriage, or as a result of any period the parties have or will cohabit and live together before such marriage, either now or at any time in the future; and

WHEREAS, the parties desire to enter their marital relationship as independent persons, and to have their relationship be a natural consequence of their mutual love and affection toward each other, without material or economic consideration; and

WHEREAS, JIM and MINH acknowledge to each other that, to and as of the date of this Agreement, they have not made any agreements, express or implied, granting to the other any interest in their respective property or income or any rights for support from said property or income, and that each does not now have, possess, or claim any right or interest in the present or future income, property, or assets of the other; and

WHEREAS, by execution of this Agreement, each party expresses his or her intention not to claim any interest whatsoever in the property now owned or hereafter accumulated or acquired by the other party, or in any of the income, rents, issues, profits, or appreciation derived therefrom, except as expressly provided in this Agreement; and

WHEREAS, both parties have employed independent counsel of their own choice to advise them on the matters set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained in this Agreement, and with the intention of being legally bound by this Agreement, the parties agree and understand as follows:

I.

INCORPORATION OF RECITALS

The recitals set forth above are true and correct and are incorporated herein as part of this Agreement.

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II.

WAIVER OF PREMARITAL CLAIMS AND RIGHTS

A. **JIM's Release Of Rights Acquired Through Relationship With MINH Prior to Marriage.** JIM acknowledges and declares that he has no rights in or claim to any property presently owned by MINH. Nevertheless, JIM hereby releases and forever discharges MINH from any and all matters, action(s), cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, cost or expense, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent ("Claims"), which JIM now has or may hereafter have against MINH, by reason of any matter, cause, case, statute, or thing whatsoever from the beginning of time to the date hereof, and for all time hereafter, including but not limited to any rights or claims JIM may have pursuant to or under the authority of the decision of the Nevada Supreme Court in Western States Construction, Inc. v. Lois Michoff, 108 Nev. 931, 840 P. 2d 1220 (1992), Hay v. Hay, 100 Nev. 196, 678 P.2d 672 (1984), or any subsequent court decision or statute passed to codify either or both such decisions, which arises out of JIM's and MINH's relationship prior to their marriage.

B. **MINH's Release Of Rights Acquired Through Relationship With JIM Prior to Marriage.** MINH acknowledges and declares that she has no rights in or claim to any property presently owned by JIM. Nevertheless, MINH hereby releases and forever discharges JIM from any and all matters, action(s), cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, cost or expense, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent ("Claims"), which MINH now has or may hereafter have against JIM, by reason of any matter, cause, case, statute, or thing whatsoever from the beginning of time to the date hereof, and for all time hereafter, including but not limited to any rights or claims MINH may have pursuant to or under the authority of the decision of the Nevada Supreme Court in Western States Construction, Inc. v. Lois Michoff, 108 Nev. 931, 840 P. 2d 1220 (1992), Hay v. Hay, 100 Nev. 196, 678 P.2d 672 (1984), or any subsequent court decision or statute passed to codify either or both such decisions, which arises out of MINH's and JIM's relationship prior to their marriage.

C. **Cohabitation Does Not Create Fiduciary Relationship.** MINH and JIM hereby acknowledge and agree that, notwithstanding the fact that they have cohabited together prior to the date of this Agreement, and in the event they continue to cohabit prior to the date of their marriage, such cohabitation shall have no bearing



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the fact that this Agreement is, has been, and was negotiated and concluded at arms's length. Each party has or anticipates accumulating assets and income which he or she desires to retain as his or her respective separate property and his or her own assets and accumulations. For the purpose of negotiating, signing, abiding by, and enforcing the validity of this Agreement, the parties acknowledge and agree that no fiduciary relationship exists between MINH and JIM.

III.

EFFECTIVE DATE OF AGREEMENT

The provisions of Section II of this Agreement are and shall be effective immediately upon execution of this Agreement by both parties, and the effectiveness of the same is not conditional upon the actual marriage of the parties. All other provisions of this Agreement, however, shall take effect on the date on which the marriage contemplated by the parties has been solemnized under the laws of the State of Nevada. Such other provisions of this Agreement shall be and become effective only in the event the contemplated marriage between the parties shall be solemnized. If the parties' contemplated marriage is not so solemnized, then and in such event, such other provisions of this Agreement shall be and become wholly null and void.

IV.

PROPERTY OF THE PARTIES

A. **Acknowledgment.** To the extent explained in Section VII of this Agreement ("Disclosure of Property"), each party to this Agreement acknowledges that the property set forth below is the total amount of property each owns as of the date of this Agreement, and, unless otherwise specifically indicated, the ownership of said property is held separately by each of the parties to this Agreement.

B. **Property Owned by JIM.** JIM does allege and aver that the property listed on EXHIBIT A attached to this Agreement and incorporated herein by reference is all of the real and personal property owned by him.

C. **Property Owned by MINH.** MINH does allege and aver that the property listed on EXHIBIT B attached to this Agreement and incorporated herein by reference is all of the real and personal property owned by her.


MINH


JIM

V.

NO CHILDREN BY PRIOR MARRIAGE OR RELATIONSHIP

Each party declares that he or she does not have any children from a prior marriage or relationship, and neither has any adopted children.

VI.

INTENT OF THE PARTIES AND STATUS OF PROPERTY

A. **Property Rights.** The parties intend, desire and agree that all property owned respectively by each of them at the time of their marriage, of whatever type or nature, whether it be real, personal, or mixed, and wherever it may be found, shall be and forever remain each such party's respective sole and separate property, and all appreciation, increments, addition, improvements, income and fruits therefrom also shall be and forever remain each such party's respective sole and separate property, regardless of any interest either party might have acquired in the separate property of the other by reason of their marriage, counsel, advice, energy and efforts heretofore or hereafter. The parties also intend, desire and agree that all property acquired by either of them from any source during their marriage, including earnings from their respective employment at any time during their marriage, shall be considered their respective sole and separate property (i.e., the separate property of the one so acquiring the same), and any property acquired by them jointly shall be treated as the separate property of each to the extent of the consideration for purchase furnished by each party, unless a different status is accorded under the terms of this Agreement. In this regard, the parties hereby agree that all wages, salaries and other earnings of each party shall, during their marriage, constitute the separate property of the party earning or receiving such wage, salary, or earning. Each party hereby waives any potential community property right which that party may have with respect to any property owned by either of them, or acquired by either or both of them in the future, except as otherwise provided in this Agreement. Neither party shall claim or acquire any right or interest (community property, special equity, equitable distribution, or otherwise) in the estate of the other, by reason of their marriage, even if an increase results, in whole or in part, from the personal services, skill, efforts or work of either party during the marriage. The terms of this provision are specifically intended to preclude the application of the rule of law set forth in the California case of Pereira v. Pereira, as well as the Nevada case law adopting Pereira, as

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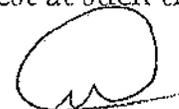
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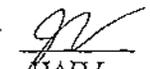
set forth in Johnson v. Johnson, 89 Nev. 244, 510 P.2d 625 (1973), Schulman v. Schulman, 92 Nev. 707, 558 P.2d 525 (1976), and Cord v. Neuhoff, 94 Nev. 21, 573 P.2d 1170 (1978), or any subsequent or similar ruling or decision regarding a pro rata interest of one party in the separate property business or enterprise of the other party.

B. **No Transmutation of Separate Property.** The parties agree that at no time during their marital relationship shall there be any transmutation of any of their respective separate property interests into jointly owned or community property except by an express written agreement signed by both parties and executed with the same formality as this Agreement. Unless otherwise expressly provided in this Agreement, the following events shall, under no circumstance, be evidence of any intention by either party, or of an agreement between the parties, to transmute their separate property interests into jointly owned or community property:

1. The taking of title to property, whether real or personal, in joint tenancy or in any other joint or common form;
2. The designation of one party by the other as a beneficiary of his or her estate;
3. The commingling by one party of his or her separate funds or property with jointly owned funds or property, or with the separate funds or property of the other party;
4. Any oral statements by either party;
5. Any written statement by either party other than an express written agreement of transmutation;
6. The payment from jointly held funds of any separate obligation, including, but not limited to, the payment of any mortgage/home loan, interest, or real property taxes on a separately owned residence or other real property; and
7. The joint occupation of a separately owned residence or any other such property.

C. **Separate Property of JIM.** The parties expressly agree that any and all real and personal property owned by or belonging to JIM at the time of his marriage to MINH, and any property in which he may have an interest at such time, specifically


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including, but not limited to, the property listed on EXHIBIT A attached to this Agreement, and all income derived from any of such separate property, along with any and all increases in the value of such separate properties, shall be and forever remain his sole and separate property under his exclusive control and management.

D. **Separate Property of MINH.** The parties expressly agree that any and all real and personal property owned by or belonging to MINH at the time of her marriage to JIM, and any property in which she may have an interest at such time, specifically including, but not limited to, the property listed on EXHIBIT B attached to this Agreement, and all income derived from any of such separate property, along with any and all increases in the value of such separate properties, shall be and forever remain her sole and separate property under her exclusive control and management.

E. **Wages, Salaries and Other Earnings.** The parties agree that all wages, salaries and other earnings received by either party during their marriage shall constitute the separate property of the party earning or receiving the wage or salary.

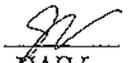
F. **“Property” Defined.** For the purpose of this Agreement, “property” shall mean and include any interest, present or future, legal or equitable, vested or contingent, in real or personal property, including income and earnings, and any additional property as may be included from time to time within the definition of that term as defined under NRS 123A.030(2), as may hereinafter be amended. Without limiting the forgoing definition, the term “property” further shall include, without limitation, all property of any and every kind or nature, whether real or personal or mixed, tangible or intangible, moveable or immoveable or otherwise, and wherever situated. The terms “owned” or “acquired” with respect to property of a party shall include property held by the party in his or her name, or in trust for the benefit of that party, or otherwise held for the benefit to the party.

G. **“Separate Property” Defined.** The parties agree that, for the purpose of this Agreement, all “property” owned by either party at any time during the parties’ marriage shall be such party’s sole and separate property, and that the parties shall never have or create any community property at any time during their marriage. In this regard, and for the purposes of this Agreement, the term “separate property” shall mean and include, without limitation:

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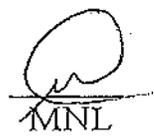
1. all property owned by either party at the time of the parties' marriage, regardless of how such property may have been acquired by the party – (with respect to JIM, this includes all property listed in EXHIBIT A attached to this Agreement; with respect to MINH, this includes all property listed in EXHIBIT B attached to this Agreement);

2. all property, wherever situated, owned or acquired by either party at any time during the parties' marriage, which shall include, but not be limited to, all property acquired by either party through or by gift, family loan, inheritance, bequest or devise, or as a beneficiary of any trust;

3. all property in the nature of, or invested in, professional degrees, professional licenses, professional practice or professional or business employment, whether as employee, sole proprietor, partner or member or shareholder of a business entity or a professional corporation (collectively "professional practice or business entity"), and all property and assets of such professional practice or business entity owned by either party at the time of the marriage or acquired by either party during the marriage – (with respect to JIM, such professional practice or business entity shall include, but not necessarily be limited to, all stock owned by JIM in James W. Vahey, M.D., Ltd., a Nevada professional corporation, as well as the other business entities listed in the attached EXHIBIT A; and, similarly, with respect to MINH, such professional practice or business entity shall include, but not necessarily be limited to, all stock owned by MINH in Minh-Nguyet Luong, D.D.S., a Professional Corporation, and in Dr. Minh Nguyet Luong, Professional Corporation, both of which are Nevada professional corporations, as well as the other business entities listed in the attached EXHIBIT B);

4. any property owned by either party at the time of the marriage or acquired by either party during the marriage and held in his or her name, including, without limitation, earnings, commissions, income, proceeds, profits, savings, investments, accumulations, accretions, and any reinvestment of the same, derived from or attributable to any property described in this Section VI of this Agreement, or the sale or exchange or reinvestment or other disposition of any property described in this Section VI (for example, the net proceeds from the sale or other disposition of one party's separate property shall be such party's separate property);

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5. any income, whether payable in cash or in kind (including, without limitation, salary, deferred compensation, commissions, bonuses, stock awards stock options, and phantom stock) earned by either party in consideration of such party's employment or personal services during a time when the parties are married and whether or not residing in a community property jurisdiction;

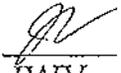
6. any appreciation or enhancement in value of any property described in this Section VI at the time of or during the marriage of the parties, whether or not such property was acquired through, or any savings, accumulation or enhancement or appreciation in value was due to, the personal services, skills, work, management, or efforts of the party owning such property and irrespective of any contribution thereto, or to the appreciation or enhancement in value thereof, by the other party through his or her personal services, skills, work, management, or efforts; and

7. all property recognized under Nevada law as being each party's respective sole and separate property.

H. Financial Responsibilities for Separate Property.

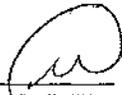
1. During their marriage to each other, JIM shall be shall be solely responsible for the payment of all financial obligations and debts relating or pertaining to or resulting from JIM's ownership of his separate property. With respect to JIM's ownership of the residence and real property located at 27 Via Mira Monte, Henderson, Nevada (the "Via Mira Monte Residence"), JIM shall be solely responsible for the payment of 100% of all expenses and debt associated with JIM's continued ownership of such residential property, specifically including the payment of the following: all home loan/mortgage payments (principle, interest, and impound charges); all homeowner association fees or other similar such fees (if any); all real property taxes and assessments; all insurance charges and premiums for any insurance coverage for the residential property; any improvements made to the residential property; and all household furniture, furnishings, appliances, and electronics JIM purchases to be placed in the home. All such expenses referenced immediately above are referred to in this Agreement as "Separate Property Home Ownership Expenses." All such Separate Property Home Ownership Expenses which are associated with JIM's continued ownership of the Via Mira Monte Residence, or any other residential property in which JIM owns a 100% interest as his sole and separate property, shall be paid 100% by JIM, regardless of whether the parties are or are not living in such residential property as their primary family residence at any time during the parties' marriage. Additionally, if the parties are not living in the Via Mira Monte Residence (or any other residential property in which JIM owns a 100% interest as his sole and separate property) as their primary


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family residence during their marriage, JIM also shall be responsible for the payment of all other expenses relating to the Via Mira Monte Residence (or any other residential property in which JIM owns a 100% interest as his sole and separate property), specifically including, but not necessarily limited to, all utility expenses and expenses for any service being supplied or provided to such residence (such as, and for example only, gas, electricity, sewer, garbage/trash pick-up, telephone, cable television, etc.), as well as all expenses for the cleaning, maintenance, and up-keep of the home, and any expenses incurred for the purchase of household supplies to be used in the home. However, if the parties are living in the Via Mira Monte Residence (or any other residential property in which JIM owns a 100% interest as his sole and separate property) as their primary family residence at any time during their marriage, during such period of time the parties actually reside in such residence, all such utility expenses and expenses for any service being supplied or provided to the property (i.e., gas, electricity, sewer, garbage/trash pick-up, telephone, cable television, etc.), all expenses for the cleaning, maintenance, and up-keep of the home, and the cost of all household supplies purchased for use in the home, shall be considered to be "Family Living Expenses," as defined in subparagraph I(i) of this Section VI of this Agreement, and all such Family Living Expenses shall be paid as provided below in subparagraph I of this Section VI.

2. During their marriage to each other, MINH shall be shall be solely responsible for the payment of all financial obligations and debts relating or pertaining to or resulting from MINH's ownership of her separate property. With respect to MINH's ownership of the residence and real property located at 9742 West Tompkins Avenue, Las Vegas, Nevada (the "Tompkins Residence"), MINH shall be solely responsible for the payment of 100% of all expenses and debt associated with MINH's continued ownership of such residential property, specifically including the payment of the following: all home loan/mortgage payments (principle, interest, and impound charges); all homeowner association fees or other similar such fees (if any); all real property taxes and assessments; all insurance charges and premiums for any insurance coverage for the residential property; any improvements made to the residential property; and all household furniture, furnishings, appliances, and electronics MINH purchases to be placed in the home. All such expenses referenced immediately above are referred to in this Agreement as "Separate Property Home Ownership Expenses." All such Separate Property Home Ownership Expenses which are associated with MINH's continued ownership of the Tompkins Residence, or any other residential property in which MINH owns a 100% interest as her sole and separate property, shall be paid 100% by MINH, regardless of whether the parties are or are not living in such residential property as their primary family residence at any time during the parties' marriage. Additionally, if the parties are not living in the Tompkins Residence (or any other residential property in which MINH owns a 100% interest as her sole and separate


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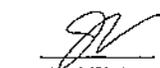
property) as their primary family residence during their marriage, MINH also shall be responsible for the payment of all other expenses relating to the Tompkins Residence (or any other residential property in which MINH owns a 100% interest as her sole and separate property), specifically including, but not necessarily limited to, all utility expenses and expenses for any service being supplied or provided to such residence (such as, and for example only, gas, electricity, sewer, garbage/trash pick-up, telephone, cable television, etc.), as well as all expenses for the cleaning, maintenance, and up-keep of the home, and any expenses incurred for the purchase of household supplies to be used in the home. However, if the parties are living in the Tompkins Residence (or any other residential property in which MINH owns a 100% interest as her sole and separate property) as their primary family residence at any time during their marriage, during such period of time the parties actually reside in such residence, all such utility expenses and expenses for any service being supplied or provided to the property (i.e., gas, electricity, sewer, garbage/trash pick-up, telephone, cable television, etc.), all expenses for the cleaning, maintenance, and up-keep of the home, and the cost of all household supplies purchased for use in the home, shall be considered to be "Family Living Expenses," as defined in subparagraph I(1) of this Section VI of this Agreement, and all such Family Living Expenses shall be paid as provided below in subparagraph I of this Section VI.

I. Sharing of "Family Living Expenses" During Marriage.

1. "Family Living Expenses" Defined. For the purpose of this Agreement, the parties intend for the term "Family Living Expenses" to include all the monthly family living expenses for the parties as a family unit, which shall include the children of the parties, other than: (a) the "Separate Property Home Ownership Expenses" referenced in subparagraph H of this Section VI, immediately above; (b) all other financial obligations and debts for which each party shall be solely responsible pursuant to subparagraph H of this Section VI of this Section VI (i.e., the debts and obligations relating or pertaining to or resulting from each party's respective separate property), or as otherwise may be provided elsewhere in this Agreement; (c) any expenses incurred primarily for the benefit of one of the parties and not the other party (such as the purchase of each party's respective clothing and personal supplies, each party's personal entertainment or involvement in events or activities that do not include the other party, and other such expenditures that primarily benefit one of the parties and not the other); (d) the purchase by one party of a gift for the other party; (e) the purchase of a gift for any other person that is not mutually agreed upon by the parties. The parties specifically intend for their Family Living Expenses to include the following expenses for the parties' primary family residence in which the parties jointly reside during their marriage: all utility expenses and expenses for any service being supplied



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or provided to the primary family residence (i.e., gas, electricity, sewer, garbage/trash pick-up, telephone, cable television, etc.), all expenses for the cleaning, maintenance, and up-keep of the home, and the cost of all household supplies purchased for use in the home. Additionally, Family Living Expenses shall include all food for the parties and their children, all clothing and other necessities for the parties' children, family vacations participated in by both parties, family vacations participated in with the consent of both parties whereby one party is vacationing with one or more of the parties' children, and all other family outings, entertainment, and similar family events in which both parties participate.

2. **Each Party's Respective Contribution to the Family Living Expenses.** During their marriage, each party intends to contribute to the Family Living Expenses and the support of their family unit, which shall include any children the issue of the parties, taking into consideration each party's respective earning capabilities and such need or requirement for either party to devote his or her energies toward the raising of any of their children. In this regard, the parties acknowledge that both parties are earning, and in the past have earned, a considerable amount of income as a result of their employment in their respective professional practices (i.e., MINH as a dentist and JIM as an orthopedic surgeon), as set forth in Exhibit A and Exhibit B attached to this Agreement. At such time the parties have children, however, the parties anticipate that it is likely JIM's annual income could be at least twice as much as MINH's annual income, particularly if MINH chooses to cut back on the number of hours she currently is devoting to her practice of dentistry in order to care for the parties' children. Thus, unless the parties otherwise agree in writing during their marriage because their anticipation noted above does not become a reality, beginning on and as of the date of the parties' marriage to each other, JIM agrees to contribute and pay for approximately seventy-five percent (75%) of the Family Living Expenses and MINH agrees to contribute and pay for approximately twenty-five (25%) of such Family Living Expenses. JIM and MINH agree to do so by each of them periodically depositing monies for their respective percentage contribution to the payment of the Family Living Expenses into their joint *checking* account referenced in Section XI(B) of this Agreement. The parties agree that the provisions of this subparagraph I(2) shall not apply if the parties are separated or a divorce action is pending between the parties. The parties further agree that, during their marriage, they may enter into a written agreement modifying each party's respective percentage contribution to their Family Living Expenses, such as, and for example only, if the parties do not have children or the circumstances of the parties change in the future.

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3. **Waiver of Claim.** The parties do not intend for the provisions of subparagraph I(2) immediately above to provide either party with a claim or cause of action by the other party should the parties separate or divorce. In this regard, the parties recognize that there may be occasions where each party's respective contribution to the Family Living Expenses is not precisely as provided in subparagraph I(2) of this Section VI. Therefore, the parties agree that should either party believe or claim that the other party has not deposited his or her respective 75% or 25% contribution into the parties' joint *checking* account during any calendar year, such party shall have until February 15th of the following calendar year to bring the issue to the other parties attention, informing the other party of the specific amount he or she needs to deposit into the joint *checking* account in order to become current in his or her contribution for the previous calendar year, provide the other party with the appropriate documentation evidencing the said specific amount that needs to be deposited in the joint *checking* account, and make written demand upon the other party for him or her to deposit such specific amount into the joint *checking* account within thirty (30) from the date of such notice. If a party fails to comply with the requirements set forth above in this subparagraph I(3) and provide the other party with such written demand on or before February 15th of the following calendar year, such party shall be deemed to have waived forever his or her claim to have the other party comply with the provisions of subparagraph I(2) of this Section VI, immediately above, for the said previous calendar year. The parties acknowledge and agree that the purpose and intent of this Waiver of Claim provision set forth in this subparagraph I(3) is to prevent any litigation between the parties over the issue of whether each party has contributed the correct amount to the payment of the Family Living Expenses during the parties' marriage should the parties ever separate or get a divorce, or for any other purpose.

J. **Support Following Separation or Divorce.** The parties intend, desire and agree that neither party shall be entitled to receive alimony, spousal support, maintenance or other compensation (collectively referred to as "alimony") from the other upon 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, as well as any such alimony after the termination of the parties' marriage. In this regard, the parties expressly intend, desire and agree to eliminate and forever waive any right either may have to receive an award of alimony, spousal support, maintenance or any other type of support, whether it be temporary or permanent or periodic or lump sum, except child support for any minor child the issue of the parties' marriage or relationship, if any, after the separation or divorce of the parties. However, in so agreeing, the parties expressly acknowledge, understand, and agree that, notwithstanding their agreement to eliminate and forever waive such alimony or support or maintenance, pursuant to NRS 123A.080(2), a court could require one


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party to provide support to the other party, if the other party is rendered eligible for support under a program of public assistance at the time of the parties' separation or the dissolution of the parties' marriage. Specifically, the parties acknowledge and understand that NRS 123A.080(2), as presently enacted, provides:

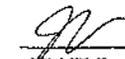
“If a provision of a premarital agreement modifies or eliminates alimony or support or maintenance of a spouse, and that modification or elimination causes one party to the agreement to be eligible for support under a program of public assistance at the time of separation or marital dissolution, a court, notwithstanding the terms of the agreement, may require the other party to provide support to the extent necessary to avoid that eligibility.”

VII.

DISCLOSURE OF PROPERTY

Both parties to this Agreement have made to each other a full, complete, fair and reasonable disclosure of the nature, extent, and probable value of their property, estate, and expectancies. It is understood that, as a result of income from or increases in the value of their presently existing separate property, each party may acquire other and different separate property in the future. It further is understood that, as a result of any income or other such earnings each party may receive from their respective employment, each party may acquire other and different separate property in the future. In this regard, while the parties acknowledge that each has attached as an Exhibit to this Agreement a list of their respective assets, neither party represents that the list of his or her respective assets itemized on the Exhibit is a precise and specific itemization. Both parties agree that the itemized list of their respective assets constitutes a reasonable approximation of the major assets presently owned by each party. Each party represents to the other that he or she has fairly and reasonably disclosed his or her financial situation by the representations contained in the attached Exhibits, with the understanding and only exception being that each such Exhibit was prepared informally and without reference to precise documentation. Each party hereby acknowledges that such party is completely satisfied with the disclosure that has been made by the other party; and each party acknowledges that the disclosure made by the other party has been and is fair and reasonable.


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VIII.

OWNERSHIP OF EACH PARTY'S RESIDENTIAL PROPERTY

A. **MINH's Residence.** The parties hereby acknowledge and agree, and as set forth on EXHIBIT B attached hereto, that the residence and real property located at 9742 West Tompkins Avenue, Las Vegas, Nevada (the "Tompkins Residence"), is MINH's separate property at the time of the execution of this Agreement, and will forever remain her separate property. In this regard, the parties expressly agree that upon and during the marriage of the parties the said residence and all proceeds and accumulations therefrom, shall remain MINH's sole and separate property. Upon the sale of the Tompkins Residence, or upon the divorce or separation of the parties, or upon the death of MINH, the Tompkins Residence shall be MINH's sole and separate property, and MINH shall be free to use, distribute, or dispose of her said separate property as she, in her sole and absolute discretion desires.

B. **JIM's Residence.** The parties hereby acknowledge and agree, and as set forth on EXHIBIT A attached hereto, that the residence and real property located at 27 Via Mira Monte, Henderson, Nevada (the "Via Mira Monte Residence"), is JIM's separate property at the time of the execution of this Agreement, and will forever remain his separate property. In this regard, the parties expressly agree that upon and during the marriage of the parties the said residence and all proceeds and accumulations therefrom, shall remain JIM's sole and separate property. Upon the sale of the Via Mira Monte Residence, or upon the divorce or separation of the parties, the Via Mira Monte Residence shall be JIM's sole and separate property, and JIM shall be free to use, distribute, or dispose of his said separate property as he, in his sole and absolute discretion desires.

C. **Death of JIM During Marriage.** If the parties are using the Via Mira Monte Residence as their primary residence at the time of JIM's death, and JIM is survived by MINH for a period of ninety (90) days or more, and JIM's death occurs at a time when JIM and MINH are married to each other, and provided no divorce proceeding, separate maintenance, or other such legal action is pending between the parties, then the entire interest in the Via Mira Monte Residence shall be received by, and title to the Via Mira Monte Residence shall vest in, MINH as her sole and separate property, as well as all fixtures, furniture, furnishings, artwork, and household wares in the Residence. JIM hereby agrees to make suitable arrangements, by will, trust, or otherwise, to provide and ensure that, upon the termination of the marriage by reason of JIM's death (but not upon the termination of the marriage during JIM's lifetime by legal proceedings), MINH shall become the sole owner of the Via Mira Monte Residence, outright and free of all trusts.


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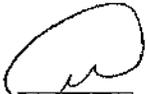

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D. Parties Joint Purchase of Marital Residence During Marriage.

1. The parties acknowledge that upon their marriage they intend to continue to live in the Via Mira Monte Residence and make it their marital residence and their family home. JIM and MINH, however, recognize that, during what they expect to be their long and happy marriage to each other, either or both of them may purchase one or more other residential properties in which the parties choose to reside as their primary family residence. If the parties do purchase any such a new marital residence during their marriage, the parties acknowledge that it presently is their intent for each party to financially contribute to the purchase of such new marital residence, although neither party is bound to do so.

2. If they do both contribute financially to the purchase of any such new marital residence purchased during their marriage, the parties agree that title to the same shall be taken in their joint names (or in the name of a trust or legal entity in which both parties legal ownership interest or rights to the said marital residence is delineated in the relevant operative agreement), and each party's respective ownership interest in such new marital residence shall be proportionate to each party's initial financial contribution toward the down payment and costs incurred for the purchase of the property, and each party's said proportionate interest shall be owned by him or her as his or her sole and separate property. *[For example, and for example only, if both MINH and JIM contribute an equal amount to the purchase of the property, they each will own a 50% interest in the property as their respective sole and separate property. If, however, MINH contributes \$100,000 toward the initial down payment and other costs required to purchase the property and JIM contributes only \$50,000, MINH will own a 66.67% interest in the property and JIM will own a 33.33% interest in the property.]* Thereafter, each party's continued financial contribution toward the purchase and maintenance of the property shall be proportionate to such party's ownership interest. *[For example, and for example only, if each party owned a 50% interest in the property, each party would pay 50% of all monthly home loan/mortgage payments, real property taxes, assessments, insurance costs, home improvement costs, and other such expenses attributable to the ownership of the residence or the improvement of the property. However, if one party owns a 66.67% interest, and the other party owns a 33.33% interest, the party owning the 66.67% interest shall pay 66.67% of all such expenses, and the other party shall pay 33.33% of the same.]*

3. If both parties do so jointly contribute to the purchase of any new marital residence during their marriage, and regardless as to how title to the same may be held, each party's respective percentage ownership interest in the property shall be his or her sole and separate property. Thus, even if the parties take title to any such


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new marital residence as "joint tenants" or as "joint tenants with right of survivorship" or as "community property with right of survivorship", or in any other form or type of ownership designation, each party's respective percentage ownership in the property still shall be his or her sole and separate property. (In this regard, the parties recognize that they may choose to take title to such residential property as "joint tenants" or as "joint tenants with right of survivorship" or as "community property with right of survivorship" for the purpose of having the property, upon the death of either party, pass to the surviving party by operation of law, without the necessity of such property pass to the surviving party through the probate of the deceased party's estate.)

4. If either party shall die at a time when the parties are married to each other, and provided no divorce proceeding is pending between the parties, then the entire interest in any such marital residence the parties have purchase *jointly* together during their marriage shall vest in the surviving party as his or her sole and separate property.

5. Notwithstanding the forgoing provisions of this subparagraph D of this Section VIII, the parties also recognize that only one party may choose to purchase any such new marital residence with his or her sole and separate property, while the other party chooses to not contribute financially to the purchase of the property. In such a situation where only one party financially contributes to the initial payment(s) required to purchase any such new marital residence in which the parties may reside during their marriage, such party making the said financial contribution shall own 100% of the property as his or her sole and separate property, and the and the above provisions of this subparagraphs D(2), D(3), and D(4) of this Section VIII shall not apply.

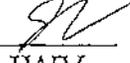
IX.

RETIREMENT BENEFITS

A. The parties intend to define their interest in any retirement plans to which either party may be entitled, now or at any time in the future.

B. The parties agree that any and all retirement plans in which either party has or may have an interest, now or at any time in the future, and all benefits to which either party is or may be entitled under any such retirement plan, shall be and forever remain such party's sole and separate property, specifically including, but not limited to, any and all contributions or additions made to any such retirement plans during the parties' marriage, as well as any and all retirement plans in which either party


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acquires an interest after the date of the parties' marriage. Each party hereby waives any interest, right, or claim he or she may have in or to any such retirement plan in which the other party has or may have an interest, presently or at any time in the future, including all contributions and additions made to any such retirement plan during the parties' marriage and all retirement plans and benefits acquired by either party during their marriage. Each party further agrees to execute an appropriate waiver (in the form attached to this Agreement as Exhibit C) *after* the date of their marriage.

C. The parties acknowledge and agree that each party shall have the absolute right to designate the beneficiary or beneficiaries entitled to receive any survivorship benefit or any other distribution or benefit (collectively "survivorship benefits"), if any, accruing from any retirement plan under which such party is a participant, and which may be payable upon the death of the said participant party. Notwithstanding the forgoing provision, however, each party agrees that, upon the parties' marriage to each other, he or she will designate the other party to be the beneficiary entitled to receive any such survivorship benefits if the parties are married and living together as husband and wife (i.e., the parties are not separated or divorced), and provided no divorce proceeding, separate maintenance action, or other such legal proceeding involving the parties is pending between the parties at the time of the first party's death. Thus, the parties agree that the party so named as the beneficiary shall not be entitled to receive any such survivorship benefits upon the participant party's death if the parties are separated or divorced, or if a divorce proceeding, separate maintenance action, or other such legal proceeding involving the parties is pending between the parties at on the date of the participant party's death, or at a time when such benefits are to be paid or determined. The parties agree to execute appropriate beneficiary designation forms to effectuate this provision.

D. If a party, while married to the other party, receives a distribution from any retirement plan under which such party is a participant, the distribution shall be the participant party's separate property.

E. As used in this Agreement, the term "divorce proceeding" or "divorce action" shall mean and include not only a pending divorce action between the parties, but also any legal action for separate maintenance or any other legal proceeding between the parties that relates to their marital relationship or matters incident to their marital relationship. Additionally, when the terms "separated" or "separation" are used in this Agreement to refer to the parties being considered to be separated from each other, the parties acknowledge, understand, agree, and intend that the parties shall be considered to be separated, and shall be considered as having separated from each other, on and as of the date either party serves upon the other party any written notification of his or her

intent to terminate the parties' marriage, or the date the parties actually physically separate from each other if such written notification is not served upon either of the parties, whichever event first occurs. The parties intend for this definition for determining the date of the parties' separation to apply for the purpose of making any relevant calculation that may become necessary to make for the purpose of apply and effectuating the terms of this Agreement.

F. As used in this Agreement, "retirement plan" shall include any qualified or unqualified pension or profit-sharing plan; a defined compensation plan; phantom stock plan; any stock option plan, restricted or otherwise; and any other plan the purpose of which is to provide for payments to an employee or a beneficiary after the employee has voluntarily or involuntarily separated from service. Additionally, the provisions of this Section IX shall apply regardless of whether the plan was employer funded, employee funded or partially employer/partially employee funded. Moreover, the parties understand, acknowledge, and agree that, and as set forth on Exhibit A and Exhibit B, both JIM and MINH each own multiple IRA accounts, and the provisions of this Section IX shall apply to said IRA accounts.

X.

LIFE INSURANCE POLICIES

The parties agree that neither party shall have any obligation to purchase, acquire, or otherwise provide any policy of life insurance insuring his or her life for the benefit of the other party. In this regard, both parties waive any right or claim they may have to be named as a beneficiary under any life insurance policy insuring the other parties' life.

XI.

NO COMMUNITY OR JOINTLY OWNED PROPERTY

A. **All Future Income, Earnings, Appreciation, Accumulations, Etc., to be Separate Property.** The parties mutually agree that all of the income and earnings, and all increases in value and accumulations, resulting from the other party's personal services, skills, efforts, and work, together with all property acquired, all increases in value, and all income derived therefrom, shall be and forever remain the separate property of the party to whom the earnings and income are attributable. Each party understands that except for this Agreement, such income, earnings, increases in value, accumulations, and acquisitions resulting from the personal services, skills, efforts

and work of the other party during and throughout the marriage would otherwise be community property; and, by this Agreement, such income, earnings, increases in value, accumulations and acquisitions during the marriage are made the separate property of the person to whom the same are attributable.

B. Exception -- Joint Bank Account Funds and Purchases.

Notwithstanding the other provisions of this Agreement to the contrary, the parties agree the only exception to the other provisions of this Agreement shall be such funds which are deposited or accumulated in one or more joint bank *checking* accounts, if any, established by the parties during their marriage, and any property acquired by the parties during their marriage which is directly traceable to the funds in any such joint bank *checking* account, and in which title or ownership is held or purchased in the parties' joint names, if it is possible to so jointly hold title or ownership. The parties intend for this provision to apply to only to any such joint *checking* account opened by the parties *after* the date of their marriage at a federally insured bank (referred to in this Agreement as a "joint bank *checking* account"). The parties do not intend for this provision to apply to any account, investment, or asset in which title to the same is held in one party's name, and thereafter the other party's name is added to the title of the said account, investment, or asset -- (it being the parties' intent that any such account, investment, or asset shall forever remain 100% the sole and separate property of the party in whose name the same originally was held). As such, the sole exception to this Agreement is the existence of any funds in such a joint bank *checking* account established by the parties after their marriage, and the existence of such jointly owned property purchased by the parties during their marriage from such funds. In the event one or more such joint bank *checking* accounts actually exist during the marriage of the parties, and to the extent of any such joint property purchased from such an account, the same shall be regarded as the jointly owned property of the parties, and the same shall be divided equally between the parties should they terminate their marriage by divorce. In order to effectuate the provisions of this subparagraph B of this Section XI, within thirty (30) days of the parties' marriage, JIM agrees to deposit \$3,000 in such a joint bank account established by the parties, and MINH agrees to deposit \$1,000 in such a joint bank account.

C. Future Purchases Made With a Combination of Separate and Joint Property. Should any portion of such joint property referenced in subparagraph B above be combined with the separate property of either party to make future purchases of any real or personal property, the parties' joint interest and either party's separate property interest in any such property purchased after their marriage shall be prorated and be proportionate to the portion contributed from such joint property and the separate property contribution that respectively were used in the purchase of an equity interest in such property, or in making principle payments, but not interest payment, for the same.

D. **Joint Property Used for Payment on Separate Property.** If the parties' said joint property referenced in subparagraph B above is used to make any payment on any separate property owned by either party, there shall be no joint property interest in such separate property owned by either party. Any joint property that is used in such a manner to make payments on or for the purchase of such separate property shall be considered a gift to the party owning such separate property; and, as such, neither party shall acquire any interest in any such separate property owned by the other party for the use of such joint funds in the purchase of such separate property. Furthermore, neither party shall be entitled to reimbursement for any such joint property that may be used for the purpose of making any such payment relating to the purchase of such separate property owned by the other party.

XII.

CONCLUSIVE PRESUMPTION OF SEPARATE PROPERTY

A. It is the intention of the parties that any property in which title is held in the sole name of either party at any time after their marriage conclusively shall be presumed to be the sole and separate property of the party in whose sole name title is held, with the other party having no title or interest of any kind in or to said property. The parties intend for this conclusive presumption to exist and be applied regardless of the source of the funds used to acquire such property held in the sole name of either party.

B. It further is the intention of the parties that all property defined in subparagraph G of Section VI as being the "separate property" of either party, along with any and all increases in the value of such separate property and all additional property acquired during the parties' marriage with such separate property, conclusively shall be presumed to be, and shall forever remain, such party's the sole and separate property, with the other party having no title or interest of any kind in or to said property. The parties intend for this conclusive presumption to exist and be applied regardless how title to any such separate property may be held during the parties' marriage or at any time in the future.

XIII.

MUTUAL RELEASE

A. The parties hereby disclaim and renounce any and all interest, whether testate or intestate, in the separate property included in the estate of the other. It mutually is agreed that each party waives, discharges, and releases any and all claims

and rights, actual, inchoate, or contingent, in law or equity, which he or she may acquire in the separate property of the other by reason of their marriage, including, but not limited to, the following:

1. The right to a family allowance;
2. The right to a probate homestead;
3. The rights or claims of dower, curtesy, or any other statutory substitute therefor as provided by the statutes of the state in which the parties or either of them may die domiciled or in which they may own real property;
4. The right of election to take against the Will of the other;
5. The right to declare a homestead in the separate property of the other; and
6. The right to act as administrator of the estate of the other.

B. The parties agree that they will not, nor will their heirs, executors, administrators, or assigns, make any claim against the separate property of the other, it being the intention of the parties that any separate property not effectively disposed of by a party during life or by testamentary disposition, shall devolve in the same manner as if the surviving party had predeceased the other party. The parties mutually agree to waive any statutory or common law rights they may have pursuant to intestacy law involving election and/or setting aside any Will upon the death of either party.

C. Without limiting the forgoing provisions of this Section XIII, the parties agree that in the event that either party dies intestate, the surviving party shall not be entitled to the share in the separate property of the deceased party provided by the laws of intestacy of the State of Nevada (or, if the decedent is a resident of another jurisdiction at the time of his or her death, by the laws of intestacy of such jurisdiction), and the surviving party agrees:

1. To disclaim and renounce in writing any interest in the separate property included in the estate of the decedent within one (1) month following the date of notice of the death of the other party.

2. Not to seek or agree to be appointed as the administrator of the estate of the decedent.

3. Not to assert any claim for a widow's or widower's allowance from the Separate property included in the decedent's estate.

4. Not to assert any claim for dower, curtesy, or any like estate against the decedent's separate property.

D. Again without limiting the forgoing provisions of this Section XIII, in the event that either party dies testate, the surviving party agrees:

1. Not to assert any claim for a widow's or widower's allowance from the decedent's separate property.

2. Not to assert any claim for dower, curtesy, or any like estate against the decedent's separate property.

3. Not to claim any statutory or forced share of the decedent's separate property or to make any election against the Will of the deceased party with respect to the decedent's separate property, but to accept whatever provision is made for him or her in such Will with respect to the decedent's separate property.

4. Not to instigate or participate in any proceeding to contest or upset the Will of the deceased party; provided, however, that this clause shall not prevent the surviving party from participating in any such proceedings instituted by others in order to defend the integrity of such Will.

XIV.

RIGHT TO DISPOSE OF PROPERTY

Each party shall have the unconditional right at all times to dispose of any or all of his or her separate property and estate by bill of sale, deed, Will, or otherwise, on his or her sole signature. The parties, by their signatures hereon, hereby ratify and consent to any and all dispositions of the other's said separate property or estate, and each waives any rights he or she may have or acquire in the future in such property.

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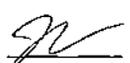
XV.

RIGHT TO DISPOSE OF PROPERTY TO THE OTHER PARTY

A. Notwithstanding any other provisions of this Agreement, either party may, by appropriate written instrument only, transfer, gift, convey, devise, or bequeath any property to the other. Neither party intends by this Agreement to limit or restrict in any way the right to receive any such transfer, gift, conveyance, devise or bequest from the other, except as herein expressly stated. Subject to the provisions of subparagraph B of this Section XV, any property so received, unless otherwise expressly designated, shall be the sole and separate property of the receiving party.

B. Notwithstanding the forgoing provision of this Section XV, the parties acknowledge that during their marriage they may, from time to time, on one or more occasions, acquire and/or hold title in and to certain real or personal property in their joint names, whether it be as joint tenants with rights of survivorship or as community property with rights of survivorship (or any other form of joint ownership where the property would pass automatically to the other party by operation of law upon the death of the first party to pass away). If the parties acquire and/or hold title to any real or personal property in such a manner, the parties acknowledge and agree that their intent in doing so simply is to avoid the necessity of having such property pass to the other party through the probate of the estate of the first party to die (i.e., the parties' intent is to avoid probate with respect to such real or personal property in which title to the same is held in such a fashion). Thus, the parties agree that their intent for holding title to any such real or personal property as joint tenants with rights of survivorship, community property with rights of survivorship, or any other form of joint ownership where the property would pass automatically to the other party by operation of law upon the death of the first party to pass away, is solely for the purpose of having title to such property pass by operation of law to the party who survives the other, *provided the parties are not separated or divorced, or a divorce proceeding is not pending between the parties, at the time of the death of the first party to die.* Except as otherwise expressly and specifically provided in this Agreement, the parties agree that, during their marriage, any such real or personal property in which title is held jointly by the parties, whether title is held "with rights of survivorship" or otherwise, shall be each party's respective separate property to the extent of each party's respective separate property financial contribution/investment in the property. Under no circumstance shall any "gift presumption" arise as a result of one party transferring or acquiring title to any such real or personal property in the joint names of the parties.

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C. As previously noted in this Agreement, the term "divorce proceeding" or "divorce action" shall mean and include not only a pending divorce action between the parties, but also any legal action for separate maintenance or any other legal proceeding between the parties that relates to their marital relationship or matters incident to their marital relationship. Additionally, when the terms "separated" or "separation" are used in this Agreement to refer to the parties being considered to be separated from each other, the parties acknowledge, understand, agree, and intend that the parties shall be considered to be separated, and shall be considered as having separated from each other, on and as of the date either party serves upon the other party any written notification of his or her intent to terminate the parties' marriage, or the date the parties actually physically separate from each other if such written notification is not served upon either of the parties, whichever event first occurs. The parties intend for this definition for determining the date of the parties' separation to apply for the purpose of making any relevant calculation that may become necessary to make for the purpose of apply and effectuating the terms of this Agreement.

XVI.

TRANSMUTATION

Except as otherwise provided in this Agreement, the property or interest in property, now owned or hereafter acquired by the parties, which by the terms of this Agreement are classified as the separate property of one of them, can only become the separate property of the other, or the parties' joint or community property, by a written instrument executed with the same formality as this Agreement by the party whose separate property is to be reclassified.

XVII.

LIABILITY FOR DEBTS

The debts or obligations contracted or incurred by each party prior to their marriage shall be paid by the party who contracted or incurred the same, and the property of the other party shall not be liable in any respect for payment thereof. Furthermore, all debts contracted or incurred during the parties' marriage shall be the separate debt of the party incurring the same, and shall be paid from the separate property of the said party contracting or incurring the same, and the separate property of the other party shall not in any respect be liable for payment thereof. Notwithstanding the foregoing, with respect to any debt or obligation which is expressly taken by the parties in writing as their joint debt or obligation, and which such debt or

obligation is signed by both parties, the same shall be the joint obligation of the parties. Furthermore, it is understood and agreed that the normal household expenses arising from the parties' place of residence, including any expenses relating to the parties' children, if the parties have children, shall be deemed the joint debts and obligations of the parties, and the same shall be paid from any appropriate joint *checking* account established by the parties, as heretofore referred to; and neither party shall be entitled to reimbursement for any payment for such joint debts. All payments from one party's separate property for the debts of the other party or the parties' joint debts shall be and hereby are deemed to be gifts by the party making the payment to the other party.

XVIII.

INCOME TAX RETURN

If it is advantageous for the parties to file a joint income tax return during their marriage, the parties shall file such a joint tax return, and the tax liability shall be minimized by each party's cooperation in claiming and itemizing as many deductions as possible. Any tax obligation shall be divided proportionately based upon the taxable income earned by the respective party. In the event the parties file a joint federal income tax return for any qualifying year, the parties' accountant shall prepare calculations setting forth the amount of tax due on each party's separate property income and gains, and each party shall then be required to tender the appropriate share of the total tax due.

XIX.

NECESSARY DOCUMENTS

Upon the request of the other party, each party shall execute, acknowledge and deliver any additional instruments that may be reasonably required to carry the intention of this Agreement into effect, including such instruments as may be required by the laws of any jurisdiction, now in effect or hereafter enacted, which may affect the property rights of the parties as between themselves or with others.

XX.

DEATH OF PARTY DURING MARRIAGE

The parties agree that each of them shall have the unrestricted right to dispose of their own respective separate property during their lifetime and to make such

arrangements for the disposition and passing of their separate property at the time of their death as each, in his or her sole discretion, desires.

XXI.

TERMINATION OF PARTIES' MARRIAGE BY LEGAL PROCEEDINGS

A. **Division of Property.** Upon the termination of the parties' marriage by legal proceedings, all property and other assets, whether heretofore or hereafter acquired, shall be divided as follows:

1. **Separate Property.** All separate property owned by either party, as heretofore defined in this Agreement, shall remain his or her sole and separate property, to the exclusion of the other party, including all property which, as expressly provided in this Agreement, shall forever remain either party's respective separate property, regardless of how title to the same may be held.

2. **Separate Property Listed on EXHIBIT A.** All property listed in EXHIBIT A, which shall forever remain JIM's separate property, regardless of how title to the same may be held, shall be awarded to JIM as his sole and separate property.

3. **Separate Property Listed on EXHIBIT B.** All property listed in EXHIBIT B, which shall forever remain MINH's separate property, regardless of how title to the same may be held, shall be awarded to MINH as her sole and separate property.

4. **Joint Checking Accounts.** Any joint bank *checking* account, as defined in subparagraph B of Section XI of this Agreement, and any property purchased or acquired as set forth in subparagraphs B, C, and/or D of the said Section XI, shall be divided and allocated between the parties in accordance with the said subparagraphs B, C, and D of Section XI of this Agreement.

5. **Jointly Owned Survivorship Property.** As provided in subparagraph B of Section XV of this Agreement, should the parties, at the time of the termination of marriage by such legal proceedings, own any property in which title to the same is held by the parties as joint tenants with rights of survivorship, community property with rights of survivorship, as tenants by the entirety, or such other form of recognized ownership allowing the property to be transferred by operation of law to the surviving party upon the death of a party, each party's respective separate property


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interest in any such property shall be determined by prorating each party's proportionate separate property contribution to the purchase of an equity interest in such property, or in making principle payments, but not interest payment, for the same. Unless the parties otherwise agree, the party having the greater separate property interest in any such property shall be awarded the property, and such party shall compensate the other party for his or her prorated separate property interest in the same.

6. **Other Jointly Owned Property (such as Tenancy in Common).** Should the parties, at the time of the termination of marriage by such legal proceedings, own any property in which title to the same is held by the parties as tenants in common (or such other form of joint ownership without survivorship rights), each party's respective separate property interest in any such property shall be determined by prorating each party's proportionate separate property contribution to the purchase of an equity interest in such property, or in making principle payments, but not interest payment, for the same. Unless the parties otherwise agree, the party having the greater separate property interest in any such property shall be awarded the property, and such party shall compensate the other party for his or her prorated separate property interest in the same.

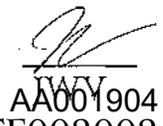
B. **Allocation of Debts.** Upon the termination of the marriage by legal proceedings, all debts and liabilities, whether heretofore or hereafter acquired, shall be allocated between the parties as set forth in Section XVII of this Agreement.

XXII.

MINOR CHILDREN

~~The parties agree and acknowledge that, if any children shall be born to them, or if they shall together legally adopt any children, during their marriage, then following the termination of the marriage by legal proceeding, and during any such legal proceeding, it is the parties' intent that they shall share joint legal and joint physical custody of said children. Except as provided in the preceding sentence, (a) nothing in this Agreement shall be deemed to usurp any other rights that either party may have with regard to said children, including, but not limited to, child support and other matters solely involving said children, and (b) all matters concerning any children of the parties shall be considered separate and apart from the obligations and waivers of the parties hereunder and no provision of this Agreement (except the first sentence of this~~


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~~Section XXII) shall be used before any court as a defense to any obligations ordered concerning any such children only, it being the intention of the parties that (except as provided in the first sentence of this Section XXII) this Agreement governs only the rights and obligations between the parties to this Agreement.~~

XXIII.

BENEFIT AND BINDING EFFECT OF AGREEMENT

This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors, and assigns.

XXIV.

FIDUCIARY DUTY

Each party hereby promises to act in good faith and to deal fairly toward the other in the performance of this Agreement. Each of the parties covenant that after their marriage he or she will willingly and promptly, at any time, upon the request of the other party, or at the request of the other party's heirs, executors, administrators, assigns, trustees, legatees, or devisees, or any of them, join in the execution and acknowledgment of any quitclaim deed, deed, deed of trust, mortgage, lease, or other indenture, instrument or documentation concerning the separate property of the other party, whether during the other party's lifetime or after the other party's death, to release any right or interest said party might have in said separate property of the other.

XXV.

INTENT TO PRESERVE SEPARATE PROPERTY
AND WAIVE RIGHT FOR SUPPORT

By way of this Agreement, it is the intent of the parties to preserve their respective separate property interests in any and all property owned by them at the time of their marriage, or acquired by them in the future, whether it be acquired by gift, devise, bequest, or through the use of their separate property, or the profits therefrom, including their respective future income, wages and other such earnings. The parties also expressly intend to affect and to waive any right they may have to be supported by the

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other, or the estate of the other, after their separation, after their divorce, or after the death of either party, should any such event occur, except as expressly provided by this Agreement.

XXVI.

INTEGRATION

This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by either party to the other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and superseded hereby.

XXVII.

SEVERABILITY

In the event any provision of this Agreement is deemed to be invalid or unenforceable, the same shall be deemed severable from the remainder of this Agreement and shall not cause the remainder of this Agreement to be invalid or unenforceable. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed to be valid to the extent of the scope or breadth permitted by law.

XXVII.

AMENDMENT

This Agreement can be amended only by a written agreement signed by both parties, and executed with the same formality as this Agreement.

XXIX.

GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada.

XXX.

SIGNING OF AGREEMENT

Prior to signing this Agreement, each party hereby stipulates, warrants and represents that such party has consulted with an attorney of his or her choice, and the terms and legal significance of the Agreement, and the effects which it has upon any interest each party might accrue in the property of the other, or any right he or she may have or acquire against the other, have been fully explained by such legal counsel. Each party acknowledges, warrants and represents that he or she fully understands the Agreement and its legal effect; that he or she is signing the same freely and voluntarily; that neither party has any reason to believe the other did not fully understand the terms and effects of the Agreement or that he or she did not freely and voluntarily execute said Agreement; that the terms of this Agreement are not unconscionable as of the date it is being executed by him or her; that he or she has been provided with a fair and reasonable disclosure of the property and financial obligations of the other party, and he or she voluntarily and expressly waives the right to receive any further or additional disclosure of the property and financial obligations of the other party beyond the disclosure provided as of the date of this Agreement; and that he or she has an adequate knowledge of the property and financial obligations of the other party.

XXXI.

NO PARTY DEEMED DRAFTER; INTERPRETATION

The parties agree that neither party shall be deemed to be the drafter of this Agreement and, in the event this Agreement is ever construed by a court of law or equity, such court shall not construe this Agreement or any provision hereof against either party as the drafter of the Agreement. Both parties hereby acknowledge that each of them has contributed substantially and materially to the preparation of this Agreement. No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

XXXII.

COSTS AND EXPENSES

Each party shall bear his or her respective costs and expenses incurred in connection with this Agreement, including without limitation, the negotiation, preparation and consummation thereof.

XXXIII.

ATTORNEYS' FEES

Should either party institute any action or proceeding to enforce any provision hereof, for damages by reason of any alleged breach of any provision hereof, for a declaration of such party's rights or obligations hereunder, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees and costs for the services rendered to such prevailing party.

XXXIV.

CAPTIONS

Section, paragraph, and subparagraph titles or captions herein are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of this Agreement or any provision thereof.

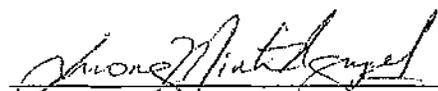
XXXV.

COUNTERPARTS

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

IN WITNESS WHEREOF, the parties to this Agreement have set their hands to and signed this Premarital Agreement the day and year above first written.


JAMES W. VAHEY, M.D.


MINH NGUYET LUONG, D.D.S.

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

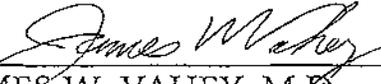
The undersigned hereby certifies that I am an attorney at law, duly licensed and admitted to practice, in the State of Nevada; that I have been employed by JAMES W. VAHEY, M.D. a party to this Premarital Agreement, and that I have advised such party with respect to this Agreement and explained to him the legal effect of it; that JAMES W. VAHEY, M.D. did not appear to sign the Agreement as a result of any undue stress, fear, duress, improper understanding, undue influence, or false inducement and, in fact, did so with an apparent willingness and understanding that evidenced to me that he signed the Agreement because he felt it was fair and in his best interests to do so; and that JAMES W. VAHEY, M.D. has acknowledged his full and complete understanding of the Agreement and its legal consequences, and has freely and voluntarily executed the Agreement in my presence.

DATED this 12th day of June, 2006.

THE DICKERSON LAW GROUP

By 
ROBERT P. DICKERSON, ESQ.
777 N. Rainbow Blvd., Suite 350
Las Vegas, Nevada 89107
Attorneys for JAMES W. VAHEY

I, JAMES W. VAHEY, M.D. have reviewed the Certificate of Independent Legal Advice signed by my attorney, ROBERT P. DICKERSON, ESQ., of THE DICKERSON LAW GROUP, signed on the 12th day of June, 2006, and confirm that my said attorney gave me the legal advice as stated therein and reviewed the Premarital Agreement with me independent of MINH NGUYET LUONG, D.D.S.. I further confirm that my attorney's observations of me are correct.



JAMES W. VAHEY, M.D.

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

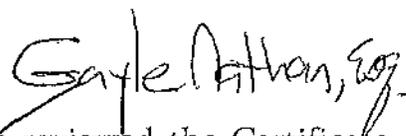
The undersigned hereby certifies that I am an attorney at law, duly licensed and admitted to practice, in the State of Nevada; that I have been employed by MINH NGUYET LUONG, D.D.S., a party to this Premarital Agreement, and that I have advised such party with respect to this Agreement and explained to her the legal effect of it; that MINH NGUYET LUONG, D.D.S. did not appear to sign the Agreement as a result of any undue stress, fear, duress, improper understanding, undue influence, or false inducement and, in fact, did so with an apparent willingness and understanding that evidenced to me that she signed the Agreement because she felt it was fair and in her best interests to do so; and that MINH NGUYET LUONG, D.D.S. has acknowledged her full and complete understanding of the Agreement and its legal consequences, and has freely and voluntarily executed the Agreement in my presence.

DATED this 14th day of June, 2006.

GAYLE A. NATHAN, P.C.

By 

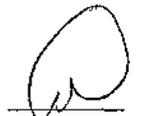
GAYLE A. NATHAN, ESQ.
2785 E. Desert Inn Road, Suite 290
Las Vegas, Nevada 89121
Attorney for MINH NGUYET
LUONG



I, MINH NGUYET LUONG, D.D.S., have reviewed the Certificate of Independent Legal Advice signed by my attorney, ~~HOWARD ECKER, ESQ.~~, of the law firm of ~~ECKER & KAINEN, CHARTERED~~, signed on the 14th day of June, 2006, and confirm that my said attorney gave me the legal advice as stated therein and reviewed the Premarital Agreement with me independent of JAMES W. VAHEY, M.D.. I further confirm that my attorney's observations of me are correct.




MINH NGUYET LUONG, D.D.S.


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EXHIBIT A

EXHIBIT A

EXHIBIT A

EXHIBIT A

The parties expressly agree that the following real and/or personal property is owned by JAMES W. VAHEY, M.D., at the time of the execution of this Agreement, and the same is and shall forever remain his separate property, along with all income derived therefrom and any and all increases in the value thereof:

1. Real Property:

a. the residence and real property located at 27 Via Mira Monte, Henderson, Nevada (the "Via Mira Monte Residence"), subject to all liens and encumbrances of record thereon, specifically including, but not limited to, the outstanding loan obligation owed to Wells Fargo, such loan being secured by a deed of trust encumbrance upon the said property – (the fair market value of such property being approximately \$3,500,000, with the loan amount being approximately \$853,199, resulting in a net equity value of approximately \$2,646,801);

b. the commercial building and real property located at, 8585 Eastern Avenue, Las Vegas, Nevada (the "Other Hand Commercial Property"), which is owned by Other Hand, LLC identified in Section 2(c)(5) hereinafter, subject to all liens and encumbrances of record thereon, specifically including, but not limited to, the outstanding loan obligation owed to Bank West, such loan being secured by a deed of trust encumbrance upon the said property – (the fair market value of such property being approximately \$2,000,000, with the loan amount being approximately \$1,377,270, resulting in a net equity value of approximately \$622,730);

c. JIM's 67% interest in the unimproved real property located at 0 Los Hijos, Maricopa, Arizona (the "Los Hijos Unimproved/Raw Land"), which ownership interest is currently titled exclusively in the name of James W. Vahey, but is in the process of being transferred to Valu, LLC identified in Section 2(d) hereinafter – (the fair market value of such property being approximately \$3,200,000, with JIM's 67% interest having a value of approximately \$2,133,333);

2. Business Interests:

a. the entire interest in JIM's medical practice and profession, specifically including, but not limited to, any and all shares of stock of, and the entire interest in, James W. Vahey, M.D., Ltd., a Nevada professional corporation, doing business as James W. Vahey, M.D., Ltd., and all property and assets of such professional corporation, professional practice, and business entity owned by JIM at the time of the marriage or

acquired by JIM during the marriage, specifically including, but not limited to, said professional corporations 50% ownership in Hand Associates of the Nevada Desert, LLC, an Nevada limited liability company – (JIM is the sole shareholder of James W. Vahey, M.D., Ltd., and his said interest has been valued by the parties at approximately \$1,000,000);

b. any and all future ownership (which is contemplated at the time of the parties execution of this Agreement), either JIM or his aforementioned professional corporation, James W. Vahey, M.D., Ltd., may acquire in Nevada Hand Center LLC, a Nevada limited liability company;

c. JIM's entire interest in the following business entities:

(1) Hand Center of Nevada, LLC, a Nevada limited liability company – (the same being a one hundred percent (100%) membership interest, held in JIM's name, and which the parties have valued at approximately \$0);

(2) Vabron, LLC, a Nevada limited liability company – (the same being a one hundred percent (100%) membership interest, held in JIM's name, and which the parties have valued at approximately \$0);

(3) Left Hand, LLC, a Nevada limited liability company – (the same being a one hundred percent (100%) membership interest, held in JIM's name, and which the parties have valued at approximately \$0), plus the ownership interest of Left Hand, LLC in two million shares of the privately held company Cornerstone Pictures, which has an unknown value;

(4) Right Hand, Ltd., a Nevada corporation – (the same being a one hundred percent (100%) stock ownership interest, held in JIM's name, and which the parties have valued at approximately \$0);

(5) Other Hand, LLC, a Nevada limited liability company – (the same being a one hundred percent (100%) membership interest, held in JIM's name, and which the parties have valued at approximately \$679,124);

d. JIM's membership interest in Valu, LLC, a Nevada limited liability company, in which MINH also is a member of Valu, LLC - Valu, LLC will hold one hundred percent (100%) ownership interest in the Los Hijos Unimproved/Raw land identified in Section 1(d) hereinabove once transfer of title is completed, and any other investment real property purchased by JIM and MINH in the future, with each parties' future interest in said investment real property being proportionate to each party's investment in the investment real property - (JIM's said membership interest in Valu,

LLC having been valued by the parties at approximately \$2,153,458, and itemized as JIM's 67% or \$2,133,333 interest in the Los Hijos Unimproved/Raw land, JIM'S \$20,000 down payment on an additional investment real property in which Valu, LLC will hold one hundred percent (100%) ownership interest, and \$125 for Valu, LLC corporate expenses);

3. Bank and Investment Accounts:

a. the following bank accounts, money market accounts, government security accounts, investment accounts, and any other such investment or other type of accounts held in JIM's name (or as otherwise indicated below) at the following named banks, security brokers or firms, or other financial institution, and all monies, stocks, bonds, and other investments held on deposit in each such account:

- (1) JIM's checking account at Bank West, Account No. XXXXXXX2967 - (the same having approximately \$17,212 currently being held in said account);
- (2) JIM's checking account at Wells Fargo, Account No. XXXXXXX4083 - (the same having approximately \$21,889 currently being held in said account);
- (3) JIM's business checking account at Wells Fargo, Account No. XXXXXXX8245 - (the same having approximately \$22,557 currently being held in said account);
- (4) JIM's investment account at E*Trade, Account No. XXXXXXX9264 - (the same having approximately \$764,827 currently being held in said account);
- (5) JIM's investment account at Fidelity Investments, Account No. XXXXXXX4443 - (the same having approximately \$0 currently being held in said account);
- (6) JIM's investment account at Oberweis, Account No. XXXXXXX294 - (the same having approximately \$0 currently being held in said account); and
- (7) JIM's investment account at Oberweis, Account No. XXXXXXX295 - (the same having approximately \$470,558 currently being held in said account);

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4. Retirement Plans and Retirement-Related Accounts:

a. JIM's interest in all employment related pension, profit sharing, and other such retirement plans or benefits (collectively, "retirement plans") acquired as a result of his employment specifically including, but not limited to, his employment with James W. Vahey, M.D., Ltd., or any other business entity in which JIM was, is or will be employed at any time in the past, at the present time, or at any time in the future, specifically including, but not limited to, the following:

(1) the retirement plan at MFS Retirement, Plan Identification No. XXXXXXX0988 - (the same having a current value of approximately \$203,162);

(2) the 403B retirement plan at Fidelity Investments, Account No. XXXXXXX7238 - (the same having a current value of approximately \$49,906); and

b. JIM's interest in the following IRA accounts and other non-employment related retirement-type or retirement-related accounts, investments, and annuities held in JIM's name at the following banks and financial institutions:

(1) JIM's Individual Retirement Account (IRA) at Fidelity Investments, Account No. XXXXXXX4670 - (the same having an estimated balance/value of approximately \$210,274);

(2) JIM's Individual Retirement Account (IRA) at Oberweis, Account No. XXXXXXX2782 - (the same having an estimated balance/value of approximately \$11,088); and

(3) JIM's Individual Retirement Account (IRA) at Pensco, Account No. XXXXXXX068 - (the same having an estimated balance/value of approximately \$24,700);

5. Other Investment Assets:

a. Maya I215 LLC - Shopping Plaza - (value/balance: \$115,000);

b. Star Investor Group, LLC - Insurance Co. - (value/balance: \$90,100);

c. Sunrise Flamingo Surgery Center, L.P. - (value/balance: \$100,000);

d. Sahara Outpatient Surgery Center, Ltd. - (value/balance: \$41,650);

- g. Pop Talk - (value/balance: \$241,900);
- h. Sniper/Movie Inc. - (value/balance: \$200,000); and
- i. Medwell - (value/balance: \$215,000);

6. Automobiles and Other Motor Vehicles:

- a. the 2004 Acura TL automobile (valued at approximately \$25,000);

7. Miscellaneous Assets:

a. all the household furniture, furnishings, personal belongings and effects currently in JIM's possession and/or currently located in or upon the Via Mira Monte Residence - (which JIM estimates the total value of such personal property items to be approximately \$60,000);

b. all of JIM's clothing and jewelry - (which JIM estimates the total value of such personal property items to be approximately \$10,000); and

c. all monies, rights, and benefits JIM has acquired or accumulated, or will acquire and accumulate in the future, through any past, present or future employment.

The following are JAMES W. VAHEY, M.D.'s current debts and obligations, the same of which shall continue to be his separate debts and obligations:

1. the outstanding obligation in the approximate amount of \$851,199 that is owed to Wells Fargo, the same of which is secured by a deed of trust encumbrance upon the Via Mira Monte Residence;
2. the outstanding obligation in the approximate amount of \$1,377,270 that is owed to Bank West, the same of which is secured by a deed of trust encumbrance upon the "Other Hand" Commercial Property;
3. the outstanding obligation in the approximate amount of \$35,000 that is owed on JIM's Bank of America credit card, Account No. XXXXXXXXX0801 – (owed to Bank of America);
4. the outstanding obligation in the approximate amount of \$133,678 that is owed on JIM's Citibank Simplicity credit card, Account No. XXXXXXXXX5197 – (owed to Citibank);
5. the outstanding obligation in the approximate amount of \$95,000 that is owed on JIM's MBNA World Points credit card, Account No. XXXXXXXXX2581 – (owed to MBNA); and
6. the outstanding obligation in the approximate amount of \$81,969 that is owed on JIM's Chase Platinum MasterCard, Account No. XXXXXX6588 – (owed to Chase Bank).

JAMES W. VAHEY, M.D.'s anticipated gross annual income for 2006, and his gross annual income for the past five years is as follows:

1. Anticipated Gross Annual Income for 2006: \$1,700,000;
2. Gross Annual Income for 2005: \$1,536,791;
3. Gross Annual Income for 2004: \$1,103,468;
4. Gross Annual Income for 2003: \$982,827;
5. Gross Annual Income for 2002: \$830,516; and
6. Gross Annual Income for 2001: \$648,827.



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EXHIBIT B

EXHIBIT B

EXHIBIT B

EXHIBIT B

The parties expressly agree that the following real and/or personal property is owned by MINH NGUYET LUONG, D.D.S., at the time of the execution of this Agreement, and the same is and shall forever remain her separate property, along with all income derived therefrom and any and all increases in the value thereof:

1. Real Property:

a. the residence and real property located at 9742 West Tompkins Avenue, Las Vegas, Nevada (the "Tompkins Residence"), subject to all liens and encumbrances of record thereon, specifically including, but not limited to, the outstanding loan obligation owed to Wells Fargo, such loan being secured by a deed of trust encumbrance upon the said property – (the fair market value of such property being approximately \$350,000, with the loan amount being approximately \$165,000, resulting in a net equity value of approximately \$185,000);

b. the rental residence and real property located at 1829 W. Brewer Avenue, Santa Ana, California (the "O.C. Rental Property"), subject to all liens and encumbrances of record thereon – (the fair market value of such property being approximately \$500,000);

c. the commercial building and real property located at 10925 S. Eastern Avenue, Henderson, Nevada (the "Eastern Commercial Property"), subject to all liens and encumbrances of record thereon, specifically including, but not limited to, the outstanding loan obligation owed to Community Bank, such loan being secured by a deed of trust encumbrance upon the said property – (the fair market value of such property being approximately \$3,200,000, with the loan amount being approximately \$1,700,000, resulting in a net equity value of approximately \$1,500,000);

d. the unimproved real property located at 0 Los Hijos, Maricopa, Arizona (the "Los Hijos Unimproved/Raw Land"), which ownership interest is currently titled exclusively in the name of James W. Vahey, but is in the process of being transferred to Valu, LLC identified in Section 2(e) hereinafter – (the fair market value of such property being approximately \$3,200,000, with MINH's 20% interest having a value of approximately \$640,000);

...



MNL



JWV

2. Business Interests:

a. the entire interest in MINH's dental practice and profession, specifically including, but not limited to, any and all shares of stock of, and the entire interest in, Minh-Nguyet Luong, D.D.S., a Professional Corporation, a Nevada professional corporation, doing business as Toothfairy Children's Dental, and in Dr. Minh Nguyet Luong, Professional Corporation, a Nevada professional corporation, doing business as Got Smile? Dentistry, and all property and assets of such professional corporations, professional practice, and business entities owned by MINH at the time of the marriage or acquired by MINH during the marriage - (MINH is the sole shareholder of Minh-Nguyet Luong, D.D.S., a Professional Corporation, and her said interest has been valued by the parties at approximately \$2,000,000, and she is the sole shareholder of Dr. Minh Nguyet Luong, Professional Corporation, and her said interest has been valued by the parties at approximately \$300,000);

b. MINH's interest in the "trade name" she has registered in the state of Nevada for "Toothfairy Children's Dental" - (which the parties believe has a value of approximately \$2,000,000);

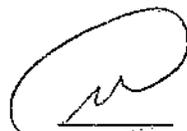
c. MINH's interest in the "service mark" she has registered in the state of Nevada for "Toothfairy Children's Dental" which is a logo that includes an animated - (which the parties believe has a value of approximately \$500,000);

d. MINH's membership interest in Luong Investments, LLC, a Nevada limited liability company - (the same being a one hundred percent (100%) membership interest, held in MINH's name, and which the parties have valued at approximately \$3,200,000); and

e. MINH's membership interest in Valu, LLC, a Nevada limited liability company, in which JIM is also a member of Valu, LLC - Valu, LLC will hold one hundred percent (100%) ownership interest in the Los Hijos Unimproved/Raw land identified in Section I(d) hereinabove once transfer of title is completed, and any other investment real property purchased by JIM and MINH in the future, with each parties' future interest in said investment real property being proportionate to each party's investment in the investment real property - (MINH's said interest in Valu, LLC having been valued by the parties at approximately \$640,000);

...

...


MNL


JWV

3. Bank and Investment Accounts:

a. the following bank accounts, money market accounts, government security accounts, investment accounts, and any other such investment or other type of accounts held in MINH's name (or as otherwise indicated below) at the following named banks, security brokers or firms, or other financial institution, and all monies, stocks, bonds, and other investments held on deposit in each such account:

(1) MINH's checking account at OCTFCU, Account No. XXXXXXX70 - (the same having approximately \$4,000 currently being held in said account);

(2) MINH's savings account at OCTFCU, Account No. XXXXXXX20 - (the same having approximately \$16,000 currently being held in said account);

(3) MINH's money market account at OCTFCU, Account No. XXXXXXX06 - (the same having approximately \$10,000 currently being held in said account); and

(4) MINH'S investment account at Fidelity Investments, Account No. XXXXXX___ - (the same having approximately \$1,300,000 currently being held in said account);

4. Retirement Plans and Retirement-Related Accounts:

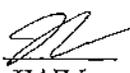
a. MINH's interest in all employment related pension, profit sharing, and other such retirement plans or benefits (collectively, "retirement plans") acquired as a result of her employment specifically including, but not limited to, her employment with Minh-Nguyet Luong, D.D.S., a Professional Corporation, Dr. Minh Nguyet Luong, Professional Corporation, or any other business entity in which MINH was, is or will be employed at any time in the past, at the present time, or at any time in the future, specifically including, but not limited to, the following:

(1) the retirement plan at Merrill Lynch - (the same having a current value of approximately \$195,000);

b. MINH's interest in the following IRA accounts and other non-employment related retirement-type or retirement-related accounts, investments, and annuities held in MINH's name at the following banks and financial institutions:

...

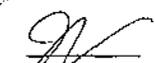

MNL


JWV

The following are MINH NGUYET LUONG, D.D.S.'s current debts and obligations, the same of which shall continue to be her separate debts and obligations:

1. the outstanding obligation in the approximate amount of \$165,000 that is owed to Wells Fargo, the same of which is secured by a deed of trust encumbrance upon the Tompkins Residence;
2. the outstanding obligation in the approximate amount of \$1,700,00 that is owed to Community Bank, the same of which is secured by a deed of trust encumbrance upon the Eastern Commercial Property;
3. the outstanding obligation in the approximate amount of \$50,000 that is owed on MINH's USAA credit card, Account No. XXXXXXXXX___;
4. the outstanding obligation in the approximate amount of \$30,000 that is owed on MINH's Chase credit card, Account No. XXXXXXXXX___;
5. the outstanding obligation in the approximate amount of \$30,000 that is owed on MINH's Chase credit card, Account No. XXXXXXXXX___; and
6. the outstanding obligation in the approximate amount of \$10,000 that is owed for MINH's USC student loan, Account No. XXXXXXXXX___;


MNL


JWV

MINH NGUYET LUONG, D.D.S.'s anticipated gross annual income for 2006, and her gross annual income for the past five years is as follows:

1. Anticipated Gross Annual Income for 2006: \$865,886;
2. Gross Annual Income for 2005: \$865,886;
3. Gross Annual Income for 2004: \$1,035,889;
4. Gross Annual Income for 2003: \$886,607;
5. Gross Annual Income for 2002: \$572,080; and
6. Gross Annual Income for 2001: \$189,325.



MNL



JWV

B-1

ADDITIONAL PROPERTY DISCLOSURES OF MINH NGUYET LUONG, D.D.S.

1. Flamingo Surgery Center , ownership interest value is approximately \$208,250.00
2. Sahara Surgery Center, ownership interest value is approximately \$ 64,000.00.

EXHIBIT C

EXHIBIT C

EXHIBIT C

EXHIBIT C

After the date of the parties' marriage, each party to this Agreement agrees to execute the attached WAIVER REGARDING RETIREMENT ACCOUNTS intended for each such party's respective signature.

WAIVER REGARDING RETIREMENT ACCOUNTS

I, MINH NGUYET LUONG, D.D.S., spouse of JAMES W. VAHEY, M.D. with full knowledge of the provisions of the Employee Retirement Income Security Act, 29 U.S.C. § 1055, freely and voluntarily waive all rights I may have thereunder with regard to any and all retirement plans in which my spouse has or may have an interest, now or at any time in the future. I further give my consent to any election or beneficiary designation my spouse may make pursuant to 29 U.S.C. § 1055(c)(1)(A) and expressly permit my spouse to make and to change any beneficiary designation under any such retirement plan without any requirement of further consent from me. I further understand and acknowledge that I am hereby irrevocably waiving my right to require my spouse to obtain my consent before making any election or changing any beneficiary designation with respect to any such retirement plans and that my spouse's designation of a beneficiary other than myself will cause any survivor benefits under any such retirement plan to be paid to someone other than myself.

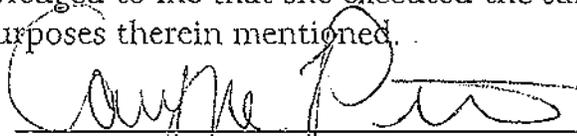
DATED this ____ day of _____, 2006.



MINH NGUYET LUONG, D.D.S.

STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

On this 14th day of June, 2006, personally appeared before me, the undersigned, a Notary Public in and for said County and State, MINH NGUYET LUONG, D.D.S., known to me to be the person described in and who executed the foregoing instrument; and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.



Notary Public in and for said
County and State

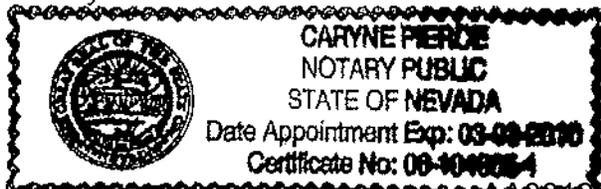


EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

**James Vahey and Minh Luong
Income Comparison**

2014	Total Combined	James Vahey	Minh-Nguyet Luong <A>	JH Tax	ML Tax
W-2 Wages	485,175	242,500	247,091	84,258	85,853
Investment Income	59,188	26,638	26,638 	9,256	9,256
S-Corp/Partnership	596,171	357,440	240,227	124,195	83,468
Taxable Income	1,140,534	626,578	513,956	217,708	178,577
		55%	45%		
Federal Tax	396,285				
2015	Total Combined	James Vahey	Minh-Nguyet Luong	JH Tax	ML Tax
W-2 Wages	494,116	247,025	247,091	94,977	95,003
Interest / Dividends	48,423	17,946	30,477	6,900	11,718
ST Capital Gains	10,781	(2,129)	12,910	(819)	4,964
LT Capital Gains	83,716	(70,000)	153,716 <C>	(14,000)	30,743
S-Corp/Partnership	934,411	405,774	528,637	156,014	203,253
Itemized Deductions	(12,191)	(6,096)	(6,096) 	(2,344)	(2,344)
Taxable Income	1,559,256	592,521	966,736	240,729	343,337
		38%	62%		
Federal Tax	584,066				
2016	Total Combined	James Vahey	Minh-Nguyet Luong	JH Tax	ML Tax
W-2 Wages	494,000	247,000	247,000	88,045	88,045
Interest / Dividends	20,762	6,633	14,130	2,364	5,037
ST Capital Gains	(38,914)	(285)	(38,629)	(102)	(13,770)
LT Capital Gains	288,414	243,415	44,999 <C>	57,933	9,000
S-Corp/Partnership	627,019	21,038	605,981	7,499	216,006
Tesla Credit	-	-	- <E>	-	(7,500)
Itemized Deductions	(17,517)	(8,759)	(8,759) 	(3,122)	(3,122)
Taxable Income	1,373,764	509,042	864,722	152,617	293,695
		37%	63%		
Federal Tax	446,312				
2017	Total Combined	James Vahey	Minh-Nguyet Luong	JH Tax	ML Tax
W-2 Wages	504,000	252,000	252,000	91,496	91,496
Interest / Dividends	18,271	2,123	16,148 <D>	771	5,863
ST Capital Gains	13,762	-	13,762	-	4,997
LT Capital Gains	599,292	-	599,292 <D>	-	142,631
S-Corp/Partnership	943,907	143,352	800,555	52,048	290,664
Foreign Tax Credit	-	-	-	-	(1,391)
Itemized Deductions	(20,199)	(10,100)	(10,100) 	(3,667)	(3,667)
Taxable Income	2,059,033	133,253	790,456	140,647	530,593
		14%	86%		
Federal Tax	671,240				

JH Total Tax Liability	ML Total Tax Liability
\$751,702	\$1,346,201

Difference in Tax Burden
\$594,500

Note 1> The analysis was prepared assuming all tax payments and refunds were allocated 50/50 between JH and ML

Note 2> The analysis is based on all "ordinary income" taxed at an effective rate and spread equally between JH and ML

- <A> The 2014 Federal Tax Return prepared by previous CPA Firm
- Assume split equally
- <C> Long term capital gains taxed at 20% (plus "NIIT" of 3.8% when applicable)
- <D> Qualified dividends of \$43,724 were reclassified as long term capital gains and taxed at 23.8%
- <E> In 2016 - Minh purchased a Tesla automobile and received a \$7,500 tax credit

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

Bob Dickerson

From: Neil Mullins <Neil@kainenlawgroup.com>
Sent: Wednesday, May 29, 2019 11:40 AM
To: Bob Dickerson
Subject: Vahey v. Luong

Bob:

I have tried repeatedly to redline the MSA. It was drafted with the idea of the Parenting Agreement being attached, and with addressing support issues between the parties, health insurance etc. We previously sent you response to that. We cannot agree to a parenting agreement until the custody an relocation hearing is concluded. It does not make sense addressing support or health insurance issues until we have a custody agreement or order.

We need a completely new MSA without addressing the children issues at all. The remaining issues regarding property are as follows:

529 Accounts

Jim will get one-fourth of the 529 plans and Minh 3/4ths (according to contributions), and with provisions that neither will withdraw, except for college tuition and room and board without both parties approving by email. And each party would provide annual statements to the other. We disagree Jim should get half, as such is even contrary to the the PMA. But Jim should not mind, as we are protecting the children anyway.

Arizona Property

The parties would continue to own together their joint interests in the Arizona properties until one of them wants to sell. If one sells, both sell, unless one offers to buy out with a mutually selected appraisal.

Alternatively, Minh would be comfortable if the properties were contributed to a trust for the sole benefit of their children, with both parties being trustees.

Cars and Dock (personal property issues)

Minh contributed 10k for an Acura now worth 2k or less. Jim's name.

Minh paid 20k for a dock in Jim's name.

Audi alleged to be in both names and worth 5k.

Minh offers that Jim keep the Dock and the Acura. Minh would keep the Audi and receive \$7,000.00 from Jim. She had previously offered to accept 10K and the Audi.

We require language reaffirming the loans made by Minh to James, originally \$1.7 million will survive the Decree. And that they each prepare the Separate Property lists as attachments.

It is my understanding, that with the above issues resolved, a new MSA could be prepared. If you prefer that I prepare it, I am willing , but just want the above issues resolved first.

Please call me with any questions.

With best regards,

Neil M. Mullins, Esq.
Nevada Board Certified Family Law Specialist

Kainen Law Group
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
T: 702.823.4900
F: 702.823.4488



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EXHIBIT 5

EXHIBIT 5

EXHIBIT 5

Sabrina Dolson

From: Bob Dickerson
Sent: Friday, May 31, 2019 5:35 PM
To: Neil Mullins
Cc: Sabrina Dolson; Aisja Allen; Donna Padilla
Subject: RE: Vahey v. Luong

Neil,

Thank you for your email below regarding settlement of the property issues. I have discussed your client's proposed settlement with Jim, and I have responded in the text of your email below.

I look forward to learning your client's response on what appears to be the only disputed issue.

Bob Dickerson

*Robert P. Dickerson, Esq.
The Dickerson Karacsonyi Law Group
Telephone (702) 388-8600
Facsimile (702) 388-0210
1745 Village Center Circle
Las Vegas, Nevada 89134
www.thedklawgroup.com*

From: Neil Mullins <Neil@kainenlawgroup.com>
Sent: Wednesday, May 29, 2019 11:40 AM
To: Bob Dickerson <bob@thedklawgroup.com>
Subject: Vahey v. Luong

Bob:

I have tried repeatedly to redline the MSA. It was drafted with the idea of the Parenting Agreement being attached, and with addressing support issues between the parties, health insurance etc. We previously sent you response to that. We cannot agree to a parenting agreement until the custody an relocation hearing is concluded. It does not make sense addressing support or health insurance issues until we have a custody agreement or order. **[ACCEPTABLE. DELETE THE CHILD CUSTODY AND CHILD SUPPORT PROVISIONS.]**

We need a completely new MSA without addressing the children issues at all. **[AGREED]** The remaining issues regarding property are as follows:

529 Accounts

Jim will get one-fourth of the 529 plans and Minh 3/4ths (according to contributions), and with provisions that neither will withdraw, except for college tuition and room and board without both parties approving by email. And each party would provide annual statements to the other. We disagree Jim should get half, as such is even contrary to the the PMA. But Jim should not mind, as we are protecting the children anyway. **[THIS IS ACCEPTABLE]**

Arizona Property

The parties would continue to own together their joint interests in the Arizona properties until one of them wants to sell. If one sells, both sell, unless one offers to buy out with a mutually selected appraisal. **[EACH PARTY WILL CONTINUE TO OWN HIS OR HER RESPECTIVE OWNERSHIP INTEREST IN EACH PARCEL OF PROPERTY. SUCH OWNERSHIP WILL BE EACH PARTY'S SOLE AND SEPARATE PROPERTY. I NEED MORE INFORMATION ON HOW TITLE CURRENTLY IS HELD. DO YOU HAVE A COPY OF THE DEED FOR EACH OF THE FOUR PARCELS? ARE THERE MORE THAN FOUR PARCELS? YOU AND I CAN WORK ON THE LANGUAGE TO BE INCLUDED IN THE MSA.]**

Alternatively, Minh would be comfortable if the properties were contributed to a trust for the sole benefit of their children, with both parties being trustees. **[NO, THIS IS NOT NECESSARY.]**

Cars and Dock (personal property issues)

Minh contributed 10k for an Acura now worth 2k or less. Jim's name.
Minh paid 20k for a dock in Jim's name.
Audi alleged to be in both names and worth 5k.

Minh offers that Jim keep the Dock and the Acura. Minh would keep the Audi and receive \$7,000.00 from Jim. She had previously offered to accept 10K and the Audi. **[THIS IS NOT ACCEPTABLE. MINH CAN HAVE THE ACURA AND THE AUDI, AS WELL AS THE THULE LUGGAGE RACK SHE HAS IN HER POSSESSION. JIM WILL RECEIVE THE DOCK.]**

We require language reaffirming the loans made by Minh to James, originally \$1.7 million will survive the Decree. And that they each prepare the Separate Property lists as attachments. **[YOU AND I NEED TO CONFIRM THE AMOUNT OF THE OUTSTANDING BALANCE OWED ON THE LOANS. NO PROBLEM REAFFIRMING THE AMOUNT PRESENTLY OWED, AND NO PROBLEM WITH HAVING THE OUTSTANDING BALANCE OF THE LOANS SURVIVING THE DECREE OF DIVORCE. DO YOU BELIEVE IT IS NECESSARY FOR US TO INCLUDE A DETAILED LIST OF EACH PARTY'S SEPARATE PROPERTY? I SUGGEST WE SIMPLY LIST THE MOST SIGNIFICANT ASSETS, AND THEN INCLUDE SOMETHING ALONG THE LINES, "AND ALL OTHER PERSONAL PROPERTY CURRENTLY IN EACH PARTY'S POSSESSION." BUT, WITH THAT SAID, NO PROBLEM ON THE LIST – WE JUST NEED TO DETERMINE HOW DETAILED THE LIST NEEDS TO BE.]**

It is my understanding, that with the above issues resolved, a new MSA could be prepared. If you prefer that I prepare it, I am willing , but just want the above issues resolved first. **[THANK YOU. PLEASE FEEL FREE TO REVISE THE INITIAL DRAFT OF THE PROPOSED MSA I PREVIOUSLY PROVIDED TO YOU. I SENT IT TO YOU IN A WORD PERFECT FORMAT. I LOOK FORWARD TO RECEIVING THE REVISED DRAFT FROM YOU.]**

Please call me with any questions.

With best regards,

Neil M. Mullins, Esq.
Nevada Board Certified Family Law Specialist
Kainen Law Group
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
T: 702.823.4900
F: 702.823.4488



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transmission from all forms of electronic or other storage, and destroy all hard copies. DO NOT forward this transmission.
Thank you.

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

Bob Dickerson

From: Bob Dickerson
Sent: Tuesday, July 23, 2019 1:58 PM
To: Neil Mullins
Cc: Sabrina Dolson; Aisja Allen; Donna Padilla
Subject: Vahey/Luong MSA
Attachments: MSA.009A (Mullin's Revisions with Bob's Comments).pdf

Neil,

Thank you for sending me your suggested revisions to the proposed MSA. I have attached your revised draft with my handwritten comments and suggestions. Please review the attached. The following are my comments:

PAGE 2:

I think my suggested revisions to Section II are self-explanatory and I am sure they are acceptable to you. This is pretty simple.

PAGE3:

Jim informs me that Minh owes him money for overpayments he has made toward their joint tax return which are attributable to Minh's income. It is my understanding that Jim's CPA is preparing an analysis to show the monies Minh owes to Jim. I was unaware of this issue and unfortunately do not fully understand it. Does your client know what Jim is referencing when he tells me that Minh owes him money for the over payment he has paid for the taxes related to her income? We may need Jim to explain this further to both of us so we better understand it.

PAGE 4:

1. Is the original principal amount of the monies Jim owes to Minh the \$1,590,760.81 referenced in paragraph D? If so, the reference to the "originally \$1.7 million" needs to be changed to \$1,590,760.81. Please provide me with the Forbearance Agreement and the Promissory Note referenced in paragraph D.
2. We obviously need our clients to prepare the Exhibit A and Exhibit B to be attached to the MSA.
3. Minh has some family photos Jim would like to copy.
4. Jim believes Minh took far more of the children's furniture and personal property. Is there a way we can work on this? I do not know whether we are

talking about a significant amount. I am sure Minh's position is that she divided everything equally. Unfortunately, however, Minh was the one who unilaterally made the decisions on what she would be taking and what she would leave for Jim. Just let me know your client's thoughts on this issue.

PAGE 5 through 7:

1. I need the Deeds to the Arizona properties. It is my understanding that 4 parcels are in Jim and Minh's names, with each owning a 50% interest. There apparently are 2 additional parcels in which Jim owns a bigger percentage interest in the 2 parcels, which also includes other people who own the 2 parcels. With respect to the 2 parcels owned with other people, I do not believe the following provision will work: "At such time as either party elects to sell the property, they shall mutually select a realtor and place the property on the market for sale." Additionally, I suggest that we need to allow one party to buy out the interest of the other party if only one party wants to sell his or her interest in the 4 parcels owned solely by Jim and Minh. What do you think?
2. Jim believes the current fair market value of the dock is \$10,000. I suggest you either make the revision reflecting a \$10,000 value or simply leaving the values out of paragraphs H(1) and H(2).
3. With respect to the Children's 529 accounts, I suggest that we include the actual dollar amount that will be transferred to Jim's new 529 account for each child. This will save any dispute in the future. Also, Jim does not want either party having to contractually agree at this time that they will pay for their children's college education, and he definitely does not believe they should commit to paying for each child's graduate school or professional school. Those issues should be decided by each party at the time each child is ready to attend college or any professional or graduate school. Jim does not believe, and I agree, that the children's education is not something that should just be handed to each child. He believes the circumstances for each child at the relevant time is what should be considered by him and Minh when these education expenses become a reality.

The remainder of my comments and suggested revisions simply pertain to the pagination of the provisions at pages 10, 11, 15, and 16.

I will be returning to my office on August 7. Hopefully, you will be able to discuss these minor issues with your client and provide me with your response before I return on August 7.

Thank you for your attention to this matter.

Bob Dickerson

Robert P. Dickerson, Esq.
The Dickerson Karacsonyi Law Group
Telephone (702) 388-8600
Facsimile (702) 388-0210
1745 Village Center Circle
Las Vegas, Nevada 89134
www.thedklawgroup.com

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into on the ____ day of _____, 2019 by and between MINH NGUYET LUONG (“MINH”), a resident of the County of Clark, State of Nevada, and JAMES W. VAHEY (“JIM”), a resident of the County of Clark, State of Nevada. JIM and MINH sometimes will be collectively referred to in this Agreement as the “parties”, and individually may be referred to as a “party.”

WITNESSETH:

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

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

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

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

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

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

WHEREAS, it is the mutual wish and desire of the parties that a full and final adjustment and settlement of their property rights, interests, and claims against each other be had, settled, and determined at the present time by this integrated Agreement; and that all questions concerning the support of the parties, with the parties releasing and forever discharging each other from any liability

for alimony, spousal support, and maintenance (collectively referred to in this Agreement as "alimony"), be settled and determined in finality at this time, such provisions for alimony being an inseparable part of the property settlement and of this integrated Agreement; and

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

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

I.

ACKNOWLEDGMENT OF RECITALS AND LIVING SEPARATE AND APART

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

B. The parties further agree that at all times hereafter it shall be lawful for each party to live separate and apart from the other, free from the marital control, interference, restraint, and authority of the other, either directly or indirectly, as if each party were sole, separate, and unmarried. Neither party shall molest, harass, disturb or malign the other to their children, or to his or her friends, neighbors, relatives, employers, employees, co-workers, agents, or any other person, in any manner whatsoever.

II.

CHILD CUSTODY AND CHILD SUPPORT

A. JIM and MINH shall have joint legal custody of the parties' minor children, with the physical custody arrangements ~~being provided in a subsequent order or parenting agreement after an evidentiary hearing concerning custody and relocation being decided by the Court,~~ *the payment of child support shall be* ~~or by a separate written agreement signed by each party.~~ *or by a separate written agreement signed by each party.*

The parties agree that all issues concerning

III.

WAIVER OF ALIMONY

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

B. Each party's waiver of any right or claim to alimony is intended to be non-modifiable by and court. Specifically, the parties agree that this provision, as well as all other provisions of this Agreement, shall be non-modifiable, and specifically state and agree that no court shall have jurisdiction of any kind over either party's property or with respect to the terms of this Agreement to modify this or any other provision of this Agreement without the specific written consent of both parties to this Agreement.

C. JIM and MINH intend that this Section IV shall not merge into any Decree of Divorce that may be entered following execution of this Agreement, but rather shall survive, so as to render its terms non-modifiable within the meaning of Nevada law as articulated in Ballin v. Ballin, 78 Nev. 224, 371 P.2d 32 (1962); Rush v. Rush, 82 Nev. 59, 410 P.2d 757 (1966); and Renshaw v. Renshaw, 96 Nev. 541, 611 P.2d 1070 (1980).

IV.

CONFIRMATION OF EACH PARTY'S SEPARATE PROPERTY AND DEBT

A. The parties acknowledge and agree that, pursuant to the terms of their Premarital Agreement, and except as provided below in this Agreement with respect to the property in Arizona held in both parties' names (the "Arizona Property"), the parties have no community or jointly owned property, nor do they have any community or joint debt. The parties further acknowledge and agree that all property held in JIM's name, as well as all his personal property in his possession, is JIM's sole and separate property, including his interest in the Arizona Property, and all debt owed by JIM is his separate debt. Similarly, the parties also acknowledge and agree that all property held in MINH's name, as well as all her personal property in her possession, is MINH's sole and separate

Income Tax over payment owed to Jim

property, including her interest in the Arizona Property, and all debt owed by MINH is her separate debt. The parties further acknowledge that JIM's sole and separate debt, secured by his property, includes two (2) promissory notes in favor of MINH, which combined balances were originally \$1.7 million dollars. Nothing in this agreement shall be interpreted or construed as a release of JIM's continuing obligations to MINH under those notes. MINH is still entitled to her prioritized collateral on JIM's assets to secure payment of those obligations, which shall also survive the Decree in this matter.

Children's clothing & personal property
Family photos

We need to prepare these Exhibits.

B. The parties agree that all the real and personal property, and all outstanding debt, listed in Exhibit A attached to this Agreement is JIM's sole and separate property, and his separate debt, and the same should be confirmed to him as such.

C. The parties agree that all the real and personal property listed in Exhibit B attached to this Agreement is MINH's sole and separate property, and her separate debt, and the same should be confirmed to her as such.

D. JIM currently owes to MINH and/or Luong Investments LLC, and shall continue to be owed until paid in full, the remaining balance on that certain Forbearance Agreement dated December 31, 2017. The original New Note Balance, incident to this Forbearance Agreement was \$890,760.81. The parties agree that interest and principal payments shall continue to be due and owing from JIM to Minh and shall survive the Decree of Divorce as a sole and separate obligation of JIM and his business entities.

I need these 2 documents

In addition JIM individually, and as trustee of the Via Mira Monte Trust, owes MINH, and Luong Investor LLC, the balance remaining on that certain Promissory Note dated July 26, 2017, which original balance was \$700,000.00. The parties agree that interest and principal payments shall continue to be due and owing from JIM to MINH and shall survive the Decree of Divorce as a sole and separate obligation of JIM and his business entities.

All terms and conditions of the Forbearance Agreement dated December 31, 2017, and the Promissory Note dated July 26, 2017, shall continue to govern. The parties expressly stipulate and agree that this subsection D, of Paragraph IV, shall not merge into any Decree of

890,760.81
700,000.00
\$ 1,590,760.81

Divorce that may be entered following execution of this Agreement, but rather shall survive, so as to render its terms non-modifiable.

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

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

G. DIVISION OF THE PARTIES' ARIZONA PROPERTIES: The parties own the following interests in real property located in Arizona. [Legal description to properties will be added upon receipt of the deeds]

I need the DEEDS

Each party will continue to own his or her respective ownership interest in each parcel of property. Such ownership will be each party's sole and separate property. At such time as either party elects to sell the property, they shall mutually select a realtor and place the property on the market for sale. The proceeds will be distributed and carrying costs and taxes paid in proportion of the parties' respective ownership interests.

?

4 owned 50/50
2 other parcels owned w/ others

H. Notwithstanding the foregoing, the parties agree that each party shall receive the following personal property:

1. MINH shall receive as her sole and separate property, free from any claims by JIM, the sole possession and ownership in and to the following: the Acura automobile, valued at approximately \$2,000.00; the Audi automobile, valued at approximately \$5,000.00; and the Thule Luggage Rack, valued at approximately \$1,500.00. JIM shall cooperate with MINH and execute any car titles to remove JIM's name from the titles within seven (7) days of MINH's presentment of the titles to JIM.

2. JIM shall receive as his sole and separate property, free from any claims by MINH, the sole possession and ownership in and to the following: the boat dock, valued at approximately \$10,000.00. MINH shall cooperate with JIM and execute any deed to remove MINH's name from the deed within seven (7) days of MINH's presentment of the deed to JIM.

V.

CHILDREN'S 529 PLANS

The parties acknowledge and agree that they currently have an account (529 account) opened for each child for the purpose of using the funds on deposit for each child's college education. The parties agree that each such account shall be divided into two (2) separate accounts (529 accounts) for each child, in proportion to the contributions made by each party,¹ with MINH having one (1)

Let's agree to the dollar amount to be transferred to Jim's 529 accounts.

¹The parties each contributed funds to these accounts, but MINH and her family contributed approximately 75% of the funds. Jim contributed a one-time contribution. As of the date of Jim's contribution, the account will be divided so as to grant Jim the prorated percentage of the account as of the date of his contribution, together with the prorated portion of the account's appreciation. By way of example, if Jim contributed \$113,000.00 on a given date, which resulted in the account then being worth \$452,000.00, then he will be deemed to own 25% of the current balance of the account.

such account in her name for the benefit of each child, and JIM having the other account in his name for the benefit of the child. Such accounts shall continue to be held by each party in trust for the child for whom the account has been opened, and each party agrees to use the monies held in each child's account for the benefit of that child's attainment of his or her post-high school education. Each party shall be free to continue to invest monies in a child's account at his or her sole discretion.

~~Each party further agrees to pay one-half (1/2) of all sums necessary for and attributable to the costs and expenses incurred by the children in the attainment of their respective college, graduate, and professional school education at a college, university, or other such educational institution selected by the child. In this regard, such amount shall include, and each party agrees to pay one-half (1/2) of the collective costs of all costs and expenses for tuition, room and board, books, supplies, transportation to and from school, and all other such costs and expenses relating to each child's college, graduate, and professional school education, including a sufficient monthly allowance so as to enable each such child to have funds available for the child's transportation and entertainment expenses while attending such school.~~

VI.

PROPERTY ACQUIRED IN FUTURE TO BE SEPARATE PROPERTY

Any and all property acquired by either party from and after the date of this Agreement, specifically including, but not limited to, any and all wages, salary, commissions, income, and other earnings each party receives as a result of his or her respective present or future employment, shall be the sole and separate property of the one so acquiring the same, and each of the parties hereby respectively grants to the other all such future acquisitions of property as the sole and separate property of the one so acquiring the same.

VII.

RIGHT TO DISPOSE OF PROPERTY BY WILL

Each of the parties shall have an immediate right to dispose of or bequeath by Will, living trust, or other estate planning vehicle, his or her respective interests in and to any and all property belonging to him or her from and after the date of this Agreement, and such right shall extend to all

future acquisitions of property as well as to all property set over to either party under this Agreement.

VIII.

WAIVER OF INHERITANCE RIGHTS

Except as provided below, and except as may be provided by Will, Codicil or other such testamentary instrument voluntarily executed after the date each party has signed this Agreement, the parties each hereby waive any and all right to the estate of the other left at his or her death and forever quitclaim any and all right to share in the estate of the other by the laws of succession; and the parties hereby release one to the other all rights to inherit from the other. Furthermore, the parties hereby renounce, one to the other, all right to be administrator or administratrix, executor or executrix, of the estate of the other. The parties hereby waive any and all right to the estate or any interest in the estate of the other by way of inheritance, or otherwise; for family allowance; to a probate or other homestead upon any property of the other; and to have set aside to him or her any property of the other exempt from execution. From the date of this Agreement to the end of the world, all such waivers by each party in the estate of the other party shall be effective, and the parties shall have all the rights of single persons and maintain the relationship of such toward each other.

IX.

MUTUAL RELEASE OF OBLIGATIONS AND LIABILITIES

It is hereby mutually understood and agreed by and between the parties hereto that this Agreement is deemed to be a final and conclusive and integrated agreement between the parties. Except as specified in this Agreement, each party to this Agreement (together with their agents, representatives, assigns, and attorneys) is hereby released and absolved from any and all liabilities and obligations for the future acts and duties of the other, and each party hereby releases the other from any and all liabilities, future accounts, alimony and support, or otherwise, and all debts and obligations of any kind or character incurred by the other, except as expressly provided in this Agreement. It is the understanding and intent of the parties that this Agreement is intended to finally and conclusively settle the rights of the parties hereto in all respects arising out of their marital relationship, except as otherwise provided in this Agreement.

X.

AGREEMENT SHALL NOT MERGE INTO DECREE OF DIVORCE

This Agreement shall be taken as a full and final property settlement agreement between the parties. The provisions of this Agreement shall be submitted for approval to the Court in the divorce action or proceeding filed with the Court, but shall not be incorporated or merged by the Court in its Order or Decree, but shall survive such Decree. However, notwithstanding the foregoing provision, the parties agree that the child custody provisions of Section II and the child support provisions of Section III (subject to the limitations of Section IV) of this Agreement shall merge and be incorporated into the Court's Decree of Divorce. This Agreement shall determine the property rights and obligations of the parties. The provisions hereof shall not be subject to modification or change at any time hereafter by any court or otherwise, except by a written agreement executed by both JIM and MINH with the same formality as this Agreement, except for the provisions of Section II and Section III (subject to the limitations set forth in Section IV), which such provisions may be modified only as to a minor child, and only to the extent allowed and as provided by the applicable law. As set forth in Section IV of this Agreement, it is the parties' intent that each of their respective financial obligations provided for in the said Section IV are contractual in nature, and the same are intended to be non-modifiable by the Court, or any court.

XI.

EXECUTION OF NECESSARY DOCUMENTS

A. JIM and MINH agree to execute quitclaim deeds, stock transfers, and any and all other instruments that may be required in order to effectuate the transfer of any and all interest either may have in and to the property hereby conveyed to the other as specified in this Agreement, or as otherwise provided by the terms of this Agreement. Should either party fail to execute any such documents, this Agreement shall constitute a full and complete transfer of the interest of one to the other as provided in this Agreement, or to otherwise effectuate any provision of this Agreement. Upon failure of either party to execute and deliver any such deed, conveyance, title, certificate or other document or instrument to the other party, or as otherwise provided in this Agreement, this

Agreement shall constitute and operate as such properly executed document, and the County Auditor and County Recorder and any and all other public and private officials are hereby authorized and directed to accept this Agreement or a properly certified copy thereof in lieu of the document regularly required for such conveyance or transfer.

B. JIM and MINH each agree that should either party sell any property in which the other has no right, title, or interest by virtue of this Agreement, that such other party will and shall sign any deed, contract, or other instrument necessary to perfect title to any such property so conveyed.

XII.

DISCLOSURE

Each party hereto acknowledges that he or she has read the foregoing Agreement, fully understands the contents of this Agreement, and accepts the same as fair, just and equitable. Each party further acknowledges that there has been no promise, agreement or understanding of either of the parties made to the other, except as expressly set forth in this Agreement, which has been relied upon by either as a matter of inducement to enter into this Agreement. Furthermore, each party hereto has had the opportunity to be independently advised by his or her attorney as to the legal effect of the terms and the execution of this Agreement.

XIII.

REPRESENTATION BY COUNSEL AND COMPLETE SETTLEMENT

A. Each party hereto stipulates with the other and warrants that he or she has had the opportunity for independent legal representation by counsel of his or her own choosing in the negotiations for and the preparation of this Agreement. MINH hereby acknowledges, represents, and warrants that she has retained Neil M. Mullins, Esq., of Kainen Law Group ("MINH's Attorney") for the purpose of representing her in the negotiation and preparation of this Agreement. JIM hereby acknowledges, represents, and warrants that he has retained Robert P. Dickerson, Esq., of The Dickerson Karacsonyi Law Group ("JIM Attorney") for the purpose of representing him in the negotiation and preparation of this Agreement.

B. Each party to this Agreement hereby understands that MINH's Attorney represents

MINH in this matter and is an advocate for MINH's position, and that JIM's Attorney represents JIM in this matter and is an advocate for JIM's position. Both parties have entered into this Agreement without undue influence or coercion, or misrepresentation, or for any other cause except as specified in this Agreement.

C. JIM and MINH admit and agree that each of them has had the opportunity to discuss with independent tax counselors, other than MINH's Attorney and JIM's Attorney, concerning the income tax and estate tax implications and consequences with respect to the agreed upon division of properties and indebtedness, and that MINH's Attorney and JIM's Attorney were not expected to provide and did not provide tax advice concerning this Agreement. Each party acknowledges neither MINH's Attorney nor JIM's Attorney has made or is making any representations as to the tax obligations or consequences to either party as a result of this Agreement. Each party specifically has been advised to seek independent tax advice concerning the effects of this Agreement.

XIV.

PAYMENT OF ATTORNEYS' FEES

The parties agree that each party shall pay his or her own respective attorneys' fees and costs incurred in the negotiation and preparation of this Agreement. Additionally, to the extent either party owes an outstanding amount to his or her attorney, such party further agree to pay the remaining amount owed to his or her respective attorney(s) for all fees and costs incurred in his or her representation in the divorce proceeding filed in the Eighth Judicial District Court of the State of Nevada, in and for the County of Clark, or in any other divorce proceeding that may be commenced in the future. Each party agrees to indemnify and hold the other party harmless from any such attorneys' fees and costs incurred by such indemnifying party. Neither party shall be required to reimburse to the other party any attorneys' fee that have been paid to either party's legal counsel as of the date of this Agreement.

XV.

WAIVER OF ALL OTHER CLAIMS

A. Other than expressly set forth in this Agreement, each party agrees that he or she

forever waives, releases, and discharges the other party (together with his or her agents, representatives, assigns, and attorneys) from any and all rights, claims, demands, causes of action, and damages of any kind, known or unknown, existing or arising in the future, resulting from or relating to any personal injuries, property damage, events, conduct, happenings, or actions arising at any time prior to the date of this Agreement, whether arising from or during the marriage of the parties, or prior to the marriage of the parties.

B. The parties mutually understand and agree that this Agreement is intended and deemed to be a final and conclusive agreement between the parties, and, except as otherwise expressly provide in this Agreement, each party (together with their agents, representatives, assigns, and attorneys) is hereby released and absolved from any and all liabilities and obligations for the past acts and duties of the other party. The parties understand and agree that this Agreement is intended to settle fully, finally, and conclusively the rights of the parties hereto in all respects arising out of their marital and business relationships, and any and all other relationships between the parties, except as expressly provided in this Agreement. Such release shall specifically include, but not necessarily be limited to, all existing causes of actions that actually exist or may exist between the parties, and all causes of actions accruing during the marriage but discovered after the execution of this Agreement.

C. Each party's waiver, release, and discharge as set forth in subparagraphs A and B immediately above is an integral part of this property settlement and may not be modified. The specific releases and waivers of liability set forth above in this Section of this Agreement are intended to be in addition to the specific mutual release of obligations and liabilities set forth in Section X of this Agreement.

XVI.

ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the parties, and there are no representations, warranties, covenants or understandings other than those expressly set forth in this Agreement. The parties expressly agree that any and all other agreements which may have been

made between the parties prior to the date of this Agreement, whether written or oral, shall be null and void upon the execution of this Agreement. The parties further represent and agree that no warranties or representations, whether written or oral, except as may be expressly provided in this Agreement, have been made by either party to the other to induce the execution of this Agreement, and the parties agree that this Agreement contains their entire agreement. Furthermore, this Agreement may not be changed, modified, or terminated orally, and any such change, modification, or termination may only be made by a written instrument executed by the parties with the same formality as this Agreement. No written agreement to change, modify, or terminate this Agreement need be supported by any consideration, and each party hereby waives the defenses of part performance, estoppel, and similar defenses, whether legal or equitable. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, and assigns of each of the parties.

XVII.

EFFECT OF PARTIAL INVALIDITY

If any term, provision, promise, or condition of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

XVIII.

ENFORCEMENT OF AGREEMENT

If either party institutes any action or proceeding to enforce, or for the breach of any of the terms of this Agreement, or any of the terms or orders of a decree of divorce relating to this Agreement, or if either party contests the validity of this Agreement or challenges or claims that this Agreement is not enforceable, then the prevailing party shall be entitled to recover his or her attorneys' fees and costs from the other party. In any such action or proceeding, the prevailing party shall be entitled to recover all attorneys' fees and costs incurred by that party, regardless of whether the action or proceeding is prosecuted to judgment. This shall include attorneys' fees and costs

incurred by a party defending a claim or suit necessitated by the other party's failure to indemnify as required in this Agreement.

XIX.

NO PARTY DEEMED DRAFTER

The parties agree that neither party shall be deemed to be the drafter of this Agreement. In the event this Agreement is ever construed by a court of law or equity, such court shall not construe this Agreement or any provision hereof against either party as the drafter of the Agreement. The parties further hereby acknowledge and agree that both have contributed substantially and materially to the preparation of this Agreement.

XX.

GOVERNING LAW

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

XXI.

CUMULATIVE EFFECT

The parties' rights and remedies hereunder shall be cumulative, and the exercise of one or more shall not preclude the exercise of any other(s).

XXII.

COUNTERPARTS

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

XXIII.

VERIFICATION

A. Each party agrees that he or she has read this Agreement in its entirety prior to his or her execution of this Agreement, and fully understands the same.

B. Each party further agrees that he or she has disclosed fully the nature and extent of all his or her assets and debts, whether community, joint, or separate, and all such assets and debts are accounted for in, and divided and distributed by this Agreement.

C. Each party further acknowledges and agrees that, prior to his or her execution of this Agreement, he or she independently has consulted with counsel of his or her choice and has received independent counsel's advise pertaining to his or her rights and obligations set forth in this Agreement.

D. Each party further acknowledges and agrees that he or she fully understands that this Agreement is a full and final settlement of rights and obligations pertaining to the matters addressed in and resolved by this Agreement.

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

MINH NGUYET LUONG

JAMES W. VAHEY

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this ___ day of _____, 2019, personally appeared before me, a Notary Public in and for said County and State, MINH NGUYET LUONG, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, and who acknowledged that she executed the instrument.

Notary Public

STATE OF NEVADA)

COUNTY OF CLARK) ss.
)

On this ____ day of _____, 2019, personally appeared before me, a Notary Public in and for said County and State, JAMES W. VAHEY, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, and who acknowledged that he executed the instrument.

Notary Public

ATTORNEY CERTIFICATION

I, the undersigned hereby certifies that I am an attorney at law, duly licensed and admitted to practice in the State of Nevada; that I have been employed and compensated by MINH NGUYET LUONG, a party to this Marital Settlement Agreement (“Agreement”), and that I have advised such party with respect to this Agreement and explained to her the legal effect of it; and that MINH NGUYET LUONG has acknowledged to the undersigned her full and complete understanding of the Agreement and its legal consequences, and has freely and voluntarily executed the Agreement in my presence.

KAINEN LAW GROUP

By _____

NEIL M. MULLINS, ESQ.
Nevada Bar No. 003544
3303 Noval Street
Las Vegas, Nevada 89129
Attorneys for MINH NGUYET LUONG

I, the undersigned hereby certifies that I am an attorney at law, duly licensed and admitted to practice in the State of Nevada; that I have been employed and compensated by JAMES W. VAHEY, a party to this Marital Settlement Agreement (“Agreement”), and that I have advised such party with respect to this Agreement and explained to him the legal effect of it; and that JAMES W. VAHEY has acknowledged to the undersigned his full and complete understanding of the Agreement and its legal consequences, and has freely and voluntarily executed the Agreement in my presence.

THE DICKERSON KARACSONYI
LAW GROUP

By _____

ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for JAMES W. VAHEY

EXHIBIT 7

EXHIBIT 7

EXHIBIT 7



August 16, 2019

Via E-mail: bob@thedklawgroup.com Only

Robert P. Dickerson, Esq.
THE DICKERSON KARACSONYI LAW GROUP
1745 Village Center Circle
Las Vegas, Nevada 89134

*Re: James Vahey v. Minh Luong
Case No. D-18-581444-D
Confidential Settlement Correspondence per NRS 48.105.

Dear Bob:

I have reviewed your comments regarding the revised *Marital Settlement Agreement* ("MSA") with my client that was attached to your email dated July 23, 2019 (as well as the follow up email dated August 9, 2019) and believe we are very close to a full and final resolution of the non-custody related issues. Please consider the following Minh's response to your comments and proposed revisions to the parties' MSA:

1. Paragraph II, at Page 2, we agree to your proposed language for the Child Custody and Child Support paragraph.
2. Paragraph IV, at Page 4, Subsection A, per your request, I agree to insert \$1,590,760.81, which is the exact original combined balance of the *Forbearance Agreement* and *Promissory Note*, instead of the \$1.7 million dollar reference currently set forth therein.
3. Paragraph IV, at Page 4, Subsection B and C, I have prepared and enclosed a draft copy of Minh's **Exhibit B** and for consistency/uniformity, I will be sending you a template contemporaneously herewith so your office can complete **Exhibit A** on your client's behalf.
4. Paragraph IV, at Page 4, Subsection D, regarding your comment that you need copies of the *Forbearance Agreement* (dated December 31, 2017) and

Edward Kainen
Neil M. Mullins Andrew L. Kynaston
Katherine L. Provost Racheal H. Mastel

Promissory Note (dated July 26, 2017), these promissory notes were produced in discovery months ago and are also located in Minh's Trial Exhibits "CCC" and "DDD" for your reference.

5. On Page 4, regarding the family photos, Minh paid for the family photos without any contribution from Jim. Furthermore, Jim is withholding certain personal property paid for by Minh, including the painting above Jim's fireplace. At Jim's expense, Minh will duplicate the photos when Jim returns the painting purchased by Minh. However, Jim can keep the frame to said painting, if he so desires.
6. On Page 4, in response to your allegation that Minh "took far more of the children's furniture and personal property," it is simply false. Minh left substantially more than half of the children's furniture than she removed. Furthermore, she also left to Jim quite a bit of furniture that she solely purchased such as the master bedroom set, the living room furniture, the dining room set (which was jointly purchased), and the patio set (which was jointly purchased). Your client is receiving much of the property that my client purchased, and should cease the petty nickel-and-diming of my client.
7. Paragraph IV, at Page 5, Subsection G, regarding the deeds for the four Arizona parcels, I am enclosing copies of the deeds to three of the four parcels (which were also produced in our discovery productions). In discovery, I also produced the Operating Agreement of VALU, LLC, which delineates the ownership interest in the company that, from my understanding, owns the fourth parcel. Your client is the majority owner of VALU, LLC, and he needs to find the deed for the fourth parcel and produce it, as my client is not in possession of this deed.
8. Paragraph IV, at Page 6, Subsection H(2), we agree to reduce the dock amount from \$20,000.00 to \$10,000.00.
9. Paragraph V, at Page 6, we are in agreement with placing an exact dollar amount to be transferred from the children's 529 accounts in accordance with our previous agreement. My client is in the process of obtaining the records from the plan administrator so we can calculate the exact figure to be

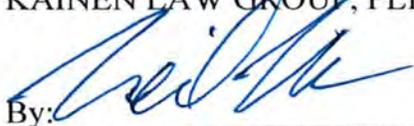
Robert P. Dickerson, Esq.
August 16, 2019
Page 3

transferred to a 529 account in Jim's name only. Regarding striking the second portion of that paragraph, I agree that the court cannot order such a provision regarding parents paying for post-secondary education, but this was **your** language set forth in Jim's initial proposed MSA that my client agreed with. It was never changed in subsequent edits. Therefore, I find it peculiar that Jim now wants the language removed. We obviously will not contest its removal, but I do ask Jim to reconsider his decision. Having such an agreement can go a long way in getting these parties to cooperate regarding decisions concerning the education of the children going forward.

Should you have any questions related to the contents herein or enclosures herewith, feel free to contact my office at your convenience.

With best regards,

KAINEN LAW GROUP, PLLC

By: 
NEIL M. MULLINS, ESQ.

cc: Minh Luong
Enclosures as listed herein above

EXHIBIT B

SOLE AND SEPARATE PROPERTY OF MINH LUONG

<u>Property</u>	<u>Estimated Cash Value</u> <u>as of January 2019</u>
Cash, Savings, Certificates and IRA Accounts owned by Minh Luong	
MidCountry Bank checking account *9082 (ToothFairy Childrens Dental)	\$36,502.09
MidCountry Bank checking account *9096 (ToothFairy Childrens Dental Luong Investments, LLC)	\$34,460.99
Mid Country Bank checking account *9243 (ToothFairy Childrens Dental Luong Estate Major)	\$88.38
MidCountry Bank checking account *9250 (Luong Estate Minor, LLC)	\$35.00
MidCountry Bank checking account *9537 (The Minh-Nguyet Thi Luong Rev. Fam. Trust personal account)	\$15,341.50
Capital Group, American Funds, 401k/Profit Sharing Plan Account *7992	\$1,400,000.00
Interactive Brokers LLC Institution Master account *3460 (Luong Estate Major, LLC)	\$4,000,000.00
Tootfairy/HCON Defined Benefit Plan Etrade (Retirement Plan) account *0517	\$500,000.00

529 Kids College Fund, from VCSP/College America, \$700,600.42
Minh-NGUYET Thi Luong as owner, FBO Hannah,
account *2852

529 Kids College Fund, from VCSP/College America, \$370,000.00
Minh-NGUYET Thi Luong as owner, FBO Matthew,
account *2782

Vehicles owned by Minh Luong

2016 Tesla MOD vin no. *9517 \$90,000.00
2002 Lexis S43 vin no. *8552 (Minh-Nguyet Luong \$500.00
DDS PC)
1998 Toyota Camry \$500.00
2008 Audi LVQ7 Vin. *9234 (Minh and Jim) \$5,000.00

Businesses owned by Minh Luong and Selling Prices

Luong Investments, LLC
Minh-Nguyet Luong, D.D.S., P.C.

Listing the following for sale at:

Got Smile Dentistry \$100,000.00
Sahara Surgery Center Office \$50,000.00
Toothfairy Sahara Office \$1,000,000.00
Toothfairy Eastern Office \$400,000.00
VALU, LLC Unknown (Minh has a
20.803% interest in this LLC)

Other Property owned by Minh Luong or by Trusts in her name

1829 W. Brewer Ave., Santa Ana, California \$350,000.00
9742 W. Tompkins Ave., Las Vegas, Nevada \$250,000.00
5281 River Glen Dr., Unit 223, Las Vegas, Nevada \$100,000.00
9470 Peace Way, Unit 118, Las Vegas, Nevada \$100,000.00
7400 W. Flamingo Rd., Unit 2082, Las Vegas, Nevada \$100,000.00

1909 Villa Palms Ct., Unit 205, Las Vegas, Nevada	\$100,000.00
1401 N. Michael Way, Unit 114, Las Vegas, Nevada	\$100,000.00
2750 S. Durango Dr., Unit 1009, Las Vegas, Nevada	\$100,000.00
8101 W. Flamingo Rd., Unit 1068, Las Vegas, Nevada	\$100,000.00
9580 W. Reno Ave., Unit 269, Las Vegas, Nevada	\$100,000.00
855 N. Stephanie St., Unit 2322, Henderson, Nevada	\$100,000.00
2201 Ramsgate Dr., Unit 125, Henderson, Nevada	\$100,000.00
10925 S. Eastern Ave., Henderson, Nevada	\$1,370,000.00
135 Larksong, Irving, CA 92602	\$2,600,000.00 (purchase price)
0 N. Los Hijos Rd., Maricopa, Arizona (Land)	\$350,000.00 (put in by Minh at purchase)
50% of 1900 N. Highway 191, Sunsite, Arizona (Land)	\$669,600.00 (one-half of purchased)
1027 Lot 156 & 157, Kingman, Arizona (Land) 100% ownership	\$355,092.63 (purchase of Lot 157) \$275,073.84 (purchase of Lot 156)
<u>Total Assets:</u>	\$15,922,794.85

SEPARATE DEBTS OF MINH LUONG

<u>Creditor</u>	<u>Amount of Debt</u> <u>as of January 2019</u>
Interactive Brokers loan	\$2,300,000.00
<u>Total Debts:</u>	\$2,300,000.00

2009-28485

Page 1 of 7

Requested By: UDEED

Christine Rhodes - Recorder

Cochise County, AZ

11-25-2009 12:06 PM Recordings Fee \$16.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AFTER RECORDING MAIL TO:

uDeed, LLC - 25676
9041 South Pecos Road, Suite 3900
Henderson, NV 89071

MAIL TAX STATEMENTS TO:

Minh Nguyet Luong, Trustee, et al
27 Via Mira Monte
Henderson, NV 89011

RECORDING REQUESTED BY:

Minh Nguyet Luong
27 Via Mira Monte
Henderson, NV 89011

WARRANTY DEED

TITLE OF DOCUMENT

FOR A GOOD AND VALUABLE CONSIDERATION, I or we,

Minh Nguyet Luong, an unmarried woman and James W. Vahey, an unmarried man, GRANTOR,

WHOSE mailing address is 27 Via Mira Monte, Henderson, Nevada 89011,

DO HEREBY CONVEY TO:

Minh Nguyet Luong, Trustee of The MNL Revocable Trust, as to an undivided fifty percent (50%) interest and James W. Vahey, Trustee of The JWV Revocable Trust, as to an undivided fifty percent (50%) interest, GRANTEE,

WHOSE mailing address is 27 Via Mira Monte, Henderson, Nevada 89011,

ALL RIGHT, title or interest to the real property located in the County of **Cochise**, State of **Arizona**, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Assessor's Parcel Number: **11802004D**

Prior Recorded Doc. Ref.: **Warranty Deed: Recorded: August 30, 2006; Doc. No. 060832797**

EXEMPT: per A.R.S. §11-1134 **B8**

NOTE: Pursuant to A.R.S. 33-404, the names and addresses of the beneficiaries of "**The MNL Revocable Trust**" are attached hereto in EXHIBIT "B" and by this reference made a part hereof.

NOTE: Pursuant to A.R.S. 33-404, the names and addresses of the beneficiaries of "**The JWV Revocable Trust**" are attached hereto in EXHIBIT "C" and by this reference made a part hereof.

SUBJECT TO current taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the GRANTOR hereby binds itself to warrant and defend the title as against all acts of the GRANTOR herein and no other.

WITNESS my/our hand(s), this 13th day of Oct, 2009.

Minh Nguyet Luong
Minh Nguyet Luong

James W. Vahey
James W. Vahey

STATE OF Nevada)
COUNTY OF Clark) ss

The foregoing instrument was acknowledged before me this 13th day of October, 2009,
by **Minh Nguyet Luong and James W. Vahey.**

NOTARY STAMP/SEAL



Kristen Henderson
Notary Public
My Commission Expires: 8/9/10

ORIGINAL DOCUMENT

EXHIBIT "A"
LEGAL DESCRIPTION

ALL RIGHT, TITLE OR INTEREST TO THE REAL PROPERTY LOCATED IN THE COUNTY OF COCHISE, STATE OF ARIZONA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

A PORTION OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 24 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36:

THENCE NORTH 89 DEGREES 59 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 755.65 FEET;

THENCE NORTH 23 DEGREES 08 MINUTES 03 SECONDS WEST, A DISTANCE OF 1226.78 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 56 MINUTES 03 SECONDS WEST, A DISTANCE OF 2239.52 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 191;

THENCE NORTH 23 DEGREES 07 MINUTES 50 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 520.73 FEET;

THENCE SOUTH 89 DEGREES 57 MINUTES 27 SECONDS EAST, A DISTANCE OF 1538.29 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 12 SECONDS EAST, A DISTANCE OF 1035.10 FEET;

THENCE SOUTH 89 DEGREES 57 MINUTES 23 SECONDS EAST, A DISTANCE OF 257.92 FEET;

THENCE SOUTH 23 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 1647.45 FEET TO THE TRUE POINT OF BEGINNING;

(ALSO SHOWN AS PARCEL A OF RECORD OF SURVEY RECORDED IN BOOK 28 OF SURVEYS, PAGE 68, OFFICIAL RECORDS)

EXCEPT ALL COAL, OIL, GAS AND MINERAL RIGHTS AS RESERVED IN DEED RECORDED IN DOCKET 180, PAGE 502, OFFICIAL RECORDS.

PARCEL NO. 2:

A PORTION OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 24 EAST, AND SECTION 1, TOWNSHIP 17 SOUTH, RANGE 24 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36;

THENCE NORTH 89 DEGREES 59 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 755.65 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 280.36 FEET;

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)

THENCE NORTH 89 DEGREES 56 MINUTES 03 SECONDS WEST, A DISTANCE OF 2119.89 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 191;

THENCE NORTH 23 DEGREES 07 MINUTES 50 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 769.96 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 03 SECONDS EAST, A DISTANCE OF 2239.57 FEET;

THENCE SOUTH 23 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 464.95 FEET TO THE TRUE POINT OF BEGINNING;

(ALSO SHOWN AS PARCEL C OF RECORD OF SURVEY RECORDED IN BOOK 28 OF SURVEYS, PAGE 68 OFFICIAL RECORDS)

EXCEPT ALL COAL, OIL, GAS AND MINERAL RIGHTS AS RESERVED IN DEED RECORDED IN DOCKET 180, PAGE 502, OFFICIAL RECORDS.

PARCEL NO. 3:

A PORTION OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 24 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 1;

THENCE NORTH 89 DEGREES 59 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 775.65 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 280.36 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 805.03 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 03 SECONDS WEST, A DISTANCE OF 1776.15 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 191;

THENCE NORTH 23 DEGREES 07 DEGREES 50 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 875.82 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 03 SECONDS EAST, A DISTANCE OF 2119.89 FEET TO THE TRUE POINT OF BEGINNING;

(ALSO SHOWN AS PARCEL D OF RECORD OF SURVEY RECORDED IN BOOK 28 OF SURVEYS, PAGE 68. OFFICIAL RECORDS)

EXCEPT ALL COAL, OIL, GAS AND MINERAL RIGHTS AS RESERVED IN DEED RECORDED IN DOCKET 180, PAGE 502, OFFICIAL RECORDS.

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)

PARCEL NO. 4:

A PORTION OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 24 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCHISE COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 1;

THENCE SOUTH 00 DEGREES 01 MINUTES 22 SECONDS EAST ALONG THE EAST LINE THEREOF, A DISTANCE OF 1389.24 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 03 SECONDS WEST, A DISTANCE OF 2402.41 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 191;

THENCE NORTH 23 DEGREES 08 MINUTES 03 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 329.73 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 03 SECONDS EAST, A DISTANCE OF 1776.15 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS WEST, A DISTANCE OF 1065.39 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 31 SECONDS EAST, A DISTANCE OF 755.65 FEET TO THE POINT OF BEGINNING;

(ALSO SHOWN AS PARCEL E OF RECORD OF SURVEY RECORDED IN BOOK 28 OF SURVEYS, PAGE 68, OFFICIAL RECORDS)

EXCEPT ALL COAL, OIL, GAS AND MINERAL RIGHTS AS RESERVED IN DEED RECORDED IN DOCKET 180, PAGE 502, OFFICIAL RECORDS.

EXHIBIT "B"
DISCLOSURE OF BENEFICIARIES
THE MNL REVOCABLE TRUST

	NAME	ADDRESS
1.	<i>MINH NGUYET LUONG</i>	<i>27 VIA MIRA MONTE, HENDERSON, NV 89011</i>
2.	<i>JAMES W. VABEY</i>	<i>27 VIA MIRA MONTE, HENDERSON, NV 89011</i>
3.		
4.		
5.		

UNOFFICIAL DOCUMENT

EXHIBIT "C"
DISCLOSURE OF BENEFICIARIES
THE JWV REVOCABLE TRUST

NAME

ADDRESS

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

UNOFFICIAL DOCUMENT

2

Return to:)
Managing Member)
10925 S. Eastern Ave. #130)
Henderson, NV 89052)



PAGE: 1 of 2 FEE # 2009071072

B: 7635 P: 976

OFFICIAL RECORDS
OF MOHAVE COUNTY
CAROL MEIER,
COUNTY RECORDER



11/20/2009 11:12 AM Fee: \$14.00
DOC TYPE: QCD
PAID BY: L KLINGSBERG

QUITCLAIM DEED

Exempt B7

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR VALUABLE CONSIDERATION OF TEN DOLLARS (\$ 10.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, Luong Investment 306-24-156 Golden Valley, AZ, LLC, hereinafter referred to as "grantor" does hereby transfer, remise, release, and forever quitclaim unto LUONG INVESTMENT, LLC a limited liability company, organized under the laws of the state of Nevada, hereinafter "Grantee" the following lands and property, together with all improvements, located thereon, lying in the County Mohave, State of Arizona to-wit.

PARCEL 1:

Sun West Acres, Track 1027, Lot 156, Section 35 21 18, Mohave County, Arizona.

EXCEPT all coal and other minerals as reserved unto the UNITED STATES of AMERICA in the patent to said land.

LESS AND EXCEPT all oil, gas and minerals, on and under the above described property owned by Grantors, if any, which are reserved by Grantors.

Subject to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

TO HAVE AND TO HOLD SAME UNTO Grantee, and unto Grantee's assigns forever, with all appurtenances thereunto belong.

Def2338_8

PLTF001815

AA001975

VOLUME X

Taxes for the year 2009 shall be ___ prorated between Grantors and Grantee as of the date selected by Grantors and Grantee, or ___ paid by Grantee, or X paid by Grantors.

The property herein conveyed X is not a part of the homestead of Grantors, or ___ is part of the homestead of Grantors.

WITNESS Grantors hand this the 18th day of November 2009.

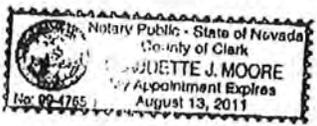
Minh Nguyen Luong
MINH NGUYET LUONG

State of Nevada

County of Clark

The foregoing instrument was acknowledged before me this 18th

Day of November 2009.



Candette J. Moore
NOTARY PUBLIC

My Commission Expires:

On 8/13/2011

Luong Investment 306-24-156 Golden Valley, AZ, LLC
Luong Investment, LLC
10925 S, Eastern Avenue #130
Henderson, NV 89052
702-222-9700

Recording Requested by:
FIRST AMERICAN TITLE

When recorded mail to:
Luong Inv 306-24-156
Golden Valley AZ, LLC
10925 S. Eastern Ave. Suite #130
Henderson, NV 89052

PAGE: 1 of 1 FEE # 2008035845

B: 7208 P: 964

OFFICIAL RECORDS
OF MOHAVE COUNTY
JOAN MCCALL
COUNTY RECORDER



05/22/2008 12:30 PM Fee: \$14.00
DOC TYPE: RECON
PAID BY:NOTEWORLD SERVICING

DEED OF RELEASE AND FULL RECONVEYANCE

Account #71082644

FIRST AMERICAN TITLE INSURANCE COMPANY, a California Corporation, Trustee under Deed of Trust executed by Luong Investment 306-24-156 Golden Valley AZ, LLC, a Nevada Limited Liability Company, Trustor, dated August 23, 2006, and recorded September 7, 2006, in Fee No. 2006088512, Book 6439, Page 558, Records of Mohave County, Arizona, having been requested to do so by Beneficiary in said Deed of Trust, hereby releases and reconveys to the person or persons legally entitled thereto, without covenant or warranty, express or implied, all the estate, title and interest acquired by Trustee under said Deed of Trust.

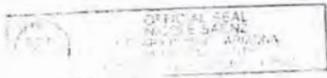
In witness whereof, Trustee has executed this Release and Reconveyance this 13th day of May, 2008.

FIRST AMERICAN TITLE INSURANCE COMPANY,
a California Corporation, as Trustee

By: [Signature]
John K. Graham, Regional Counsel

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 13th day of May, 2008 by John K. Graham who acknowledged to be the Regional Counsel of FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, and that as such officer, being authorized so to do, signed the name of the corporation as such officer.



[Signature]
Notary Public

(This area for official notarial seal)

J

Return to:)
Managing Member)
10925 S. Eastern Ave. #130)
Henderson, NV 89052)

PAGE: 1 of 2 FEE # 2009071073

B: 7635 P: 978

OFFICIAL RECORDS
OF MOHAVE COUNTY
CAROL MEIER,
COUNTY RECORDER



11/20/2009 11:12 AM Fee: \$14.00
DOC TYPE: QCD
PAID BY: L KLINGSBERG

QUITCLAIM DEED
Exempt B7

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR VALUABLE CONSIDERATION OF TEN DOLLARS (\$ 10.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, Luong Investment 306-24-157 Golden Valley, AZ, LLC, hereinafter referred to as "grantor" does hereby transfer, remise, release, and forever quitclaim unto LUONG INVESTMENT, LLC a limited liability company, organized under the laws of the state of Nevada, hereinafter "Grantee" the following lands and property, together with all improvements, located thereon, lying in the County Mohave, State of Arizona to-wit.

PARCEL 1:

Sun West Acres, Track 1027, Lot 157, Section 35 21 18, Mohave County, Arizona.

EXCEPT all coal and other minerals as reserved unto the UNITED STATES of AMERICA in the patent to said land.

LESS AND EXCEPT all oil, gas and minerals, on and under the above described property owned by Grantors, if any, which are reserved by Grantors.

Subject to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

TO HAVE AND TO HOLD SAME UNTO Grantee, and unto Grantee's assigns forever, with all appurtenances thereunto belong.

Recording Requested by:
FIRST AMERICAN TITLE

When recorded mail to:
Luong Investment 306-24-157
Golden Valley AZ LLC
10925 S. Eastern Avenue
Henderson, NV 89052

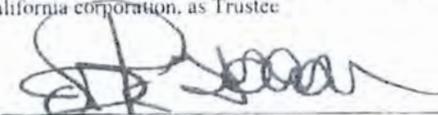
DEED OF RELEASE AND FULL RECONVEYANCE

Account #71082643

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, Trustee under Deed of Trust executed by Luong Investments 306-24-157 Golden Valley AZ LLC, a Nevada Limited Liability Company, Trustor, dated August 25, 2006, and recorded September 7, 2006, in Fee No. 2006088514, Book 6439, Page 568, Records of Mohave County, Arizona, having been requested to do so by Beneficiary in said Deed of Trust, hereby releases and reconveys to the person or persons legally entitled thereto, without covenant or warranty, express or implied, all the estate, title and interest acquired by Trustee under said Deed of Trust.

In witness whereof, Trustee has executed this Release and Reconveyance this 6th day of June, 2008.

FIRST AMERICAN TITLE INSURANCE COMPANY,
a California corporation, as Trustee

By: 
John K. Graham, Regional Counsel

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 6th day of June, 2008 by John K. Graham who acknowledged to be the Regional Counsel of FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, and that as such officer, being authorized so to do, signed the name of the corporation as such officer.



Nicole Saenz
Notary Public

(This area for official notarial seal)

BARCODE
PAGE: 1 of 1 FEE # 2008046560

B: 7249 P: 666

OFFICIAL RECORDS
OF MOHAVE COUNTY
JOAN MCCALL
COUNTY RECORDER



07/03/2008 11:37 AM Fee: \$14.00
DOC TYPE: RECON
PAID BY: NOTE WORLD SERVICING CTR

© Electronic Reconveyance First Am, AZ Form/PAYOFF-RELEASE-FULL-FATCO.doc (REV 02/07)

EXHIBIT 8

EXHIBIT 8

EXHIBIT 8

Sabrina Dolson

From: Bob Dickerson
Sent: Monday, August 19, 2019 1:09 PM
To: Neil Mullins
Cc: Robert Clapp; Sabrina Dolson; Donna Padilla
Subject: FW: Vahey v. Luong - Ltr from Neil rspn to Proposed MSA Revisions
Attachments: 190816 - Letter to Dickerson rspn. to MSA.pdf

Neil,

I am responding to your attached letter. The following is the response to each of your numbered paragraphs:

1. We have agreed. Thank you.
2. Thank you. Once again we have agreed. **May I suggest we include in this provision our clients' confirmation/agreement on the outstanding balance owed on each of the obligations, and a confirmation that payments will continue to be paid as set out in the Forbearance Agreement and the Promissory Note.**
3. We will work on Exhibit A setting out Jim's assets and debts.
4. You are correct. I appreciate you pointing out the Exhibits. **I have two additional requests. First, are you able to provide me with the documents reflecting the assignment of the Bank's assignment of its promissory note and deed of trust to Minh. Second, and once again, may I suggest we include our clients' confirmation/agreement on the outstanding balance owed on each of the obligations, and a confirmation that payments will continue to be paid as set out in the Forbearance Agreement and the Promissory Note.**
5. We respectfully disagree with your comments and conclusions. With that said, let's just forget the issue of the photographs and move on to more important issues.
6. We respectfully disagree with your characterization of the patio set being jointly purchased and your opinion that Jim is "nickel-and-diming" your client – (quite frankly, I have a nickel bet with Sabrina that you did not write that "nickel-and-diming" comment). In light of your client's position, let's just forget the issue and move on to more important things.
7. Please provide me with your suggested language for paragraph G of Section IV of the MSA (at pages 5 and 6).
8. Thank you. We have agreed.

9. Please provide me with the current balance held in each 529 account and your client's suggestion as to the amount to be transferred to the new 529 accounts to be opened by Jim. Please also delete the language a crossed out at page 7, even though I am the person who originally suggested the language.

There appears to be one additional issue you did not discuss in your attached letter. While I do not fully understand the issue, it is my understanding that our clients' CPA tax preparer is in the process of determine how much money Minh needs to reimburse to Jim for Jim's overpayment of his share of the federal tax liability each party owed on his and her respective income tax based on such party's income. I am assuming your client understand this issue better than me, and I trust she will be able to explain the situation to you. I will ask the parties' account to provide us with a better explanation so you and I can address the issue in the MSA.

Thank you for your attention to this matter.

Bob Dickerson

*Robert P. Dickerson, Esq.
The Dickerson Karacsonyi Law Group
Telephone (702) 388-8600
Facsimile (702) 388-0210
1745 Village Center Circle
Las Vegas, Nevada 89134
www.thedklawgroup.com*

From: Robert Clapp <Robert@kainenlawgroup.com>
Sent: Friday, August 16, 2019 9:19 AM
To: Bob Dickerson <bob@thedklawgroup.com>; Sabrina Dolson <sabrina@thedklawgroup.com>
Cc: Donna Padilla <donna@thedklawgroup.com>; Aisja Allen <aisja@thedklawgroup.com>; Neil Mullins <Neil@kainenlawgroup.com>; Jessica Swan <jessica@kainenlawgroup.com>
Subject: RE: Vahey v. Luong - Ltr from Neil rspn to Proposed MSA Revisions

Good Morning Mr. Dickerson:

Attached for your review, please find a copy of a letter from Neil dated August 16, 2019, responding to your hand-written edits to the MSA. Should you have any questions related to the attachment, please feel free to contact our office.

Thank you!

Respectfully,

Robert W. Clapp | Law Clerk



3303 Novat Street, Suite 200

Las Vegas, Nevada 89129

T: (702) 823-4900

F: (702) 823-4488

Robert@kainenlawgroup.com

www.KainenLawGroup.com

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EXHIBIT 9

EXHIBIT 9

EXHIBIT 9

THE DICKERSON KARACSONYI LAW GROUP

ROBERT P. DICKERSON
JOSEF M. KARACSONYI
NATALIE E. KARACSONYI
SABRINA M. DOLSON
JONATHAN S. CHUNG
MICHAEL Z. STANNARD
YASNAI C. RODRIGUEZ-ZAMAN

A PROFESSIONAL CORPORATION OF ATTORNEYS AT LAW
HILLS CENTER NORTH BUSINESS PARK
1745 VILLAGE CENTER CIRCLE
LAS VEGAS, NEVADA 89134

AREA CODE (702)
TELEPHONE 388-8600
FAX 388-0210

May 26, 2020

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

SENT VIA E-MAIL

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

Dear Fred:

This letter is being sent pursuant to EDCR 5.501 and in compliance with the Court's instruction to attempt to resolve the financial issues Jim raised in his Emergency Motion for Immediate Return of the Children, Dissolution of TPO, Modification of Child Custody, Appointment of a New Therapist for the Children, an Order to Show Cause Why Defendant Should Not Be Held in Contempt, and to Resolve Other Parent Child Issues ("Emergency Motion"), filed March 27, 2020, and in his Reply to Defendant's Opposition to Plaintiff's Emergency Motion ("Reply"), filed April 15, 2020.

The Court ordered that neither party would pay child support. Findings of Fact, Conclusions of Law, Decision and Order ("Decision and Order"), entered September 20, 2019, pg. 32, lines 1-3. However, the Court entered orders confirming the parties' agreement to share equally in the cost of the children's private school tuition and related expenses. Decision and Order, pg. 32, lines 2-4. The Court specifically noted that Jim

waives child support from Minh Luong in consideration for an agreement that the parties share equally the significant private school tuition and related expenses, all medical and dental expenses for the children that are not covered by insurance, expenses for the children's extracurricular activities that the parties agree are best for the children, and tutoring or education expenses that the parties agree are best for the children.

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Decision and Order, pg. 23, line 24, to pg. 24, line 4. Based on the foregoing, the Court ordered:

The parties agree to share equally private school tuition and related expenses, all medical and dental expenses for the children that are not covered by insurance, expenses for the children's extracurricular activities that the parties agree are best for the children, and tutoring or education expenses that the parties agree are best for the children.

Decision and Order, pg. 32, lines 2-8. The Court ordered the parties shall follow the 30/30 rule for expenses, which requires the parent who paid for the expense to provide the other parent a copy of the receipt of payment within thirty (30) days of payment, and the other parent to reimburse one-half of such expenses within thirty (30) days. Decision and Order, pg. 32, lines 7-13.

1. Children's School Tuition and School Related Expenses

Jim has complied with the Court's 30/30 rule for the children's school tuition and school related expenses, but he has not been reimbursed by Minh. Jim's assistant, Bo Bautista, initially sent an email to Minh on October 30, 2019, providing receipts for payments made for the children's private school tuition, school uniforms, and Matthew's martial arts class. See Exhibit 7 to Jim's Emergency Motion. Minh owes a total of \$15,568 to Jim for her one-half (1/2) portion of the children's school tuition for the 2019-2020 school year, which is \$1,946 per month for the months of August 2019 to March 2020. Minh's one-half portion of the children's school uniforms is \$188.84 as Jim paid \$377.67.

In addition, on January 22, 2020, Jim emailed Minh requesting she reimburse him for her one-half portion of the cost of the Challenger School applicant fees for the 2020-2021 school year, which totaled \$525, and provided her a copy of the check with which he paid these fees. See Exhibits 7 and 8 to Jim's Reply. Minh has not reimbursed Jim for her portion of the Challenger School applicant fees, which is \$262.50.

Minh has stated she will not reimburse Jim directly for one-half (1/2) the cost of the children's private school tuition; however, this is not her prerogative. After Minh informed Jim she would only pay the school directly, Jim inquired into whether the parties would be able to each have one-half (1/2) the cost of the children's tuition

automatically withdrawn from their bank accounts each month, but the school system will only allow an automatic payment from one account.

After learning this, Jim sent Minh an email on January 18, 2020, stating: “You could send a one time on line payment to the school for your half.” Emergency Motion, Exhibit 7. On January 22, 2020, Minh sent an email to Jim, stating: “Like I said multiple times before in my emails, I will make the payments directly to the school. I need documents from the school of the amount and the break down for each items, FROM THE SCHOOL.” See Jim’s Reply, Exhibit 7. Jim replied on January 24, 2020: “Please contact the school for whatever you need and whatever payment arrangements you want to set up. You still need to reimburse me for half of the applicant fees.” See Reply, Exhibits 7 and 8.

To date, Minh has not paid any portion of the children’s school tuition either to Jim or the school. Given the school year is now over, and Jim has paid the entirety of the school tuition, Minh must reimburse him directly. Accordingly, please have Minh reimburse Jim \$15,568 for her portion of the children’s school tuition, \$262.50 for her portion of the Challenger School applicant fee for the upcoming school year, and \$188.84 for her portion of the children’s school uniforms.

2. Children’s Extracurricular Activities

Within a week of the Court entering its Decision and Order, Minh informed Jim she no longer approved of the extracurricular activities in which the children were enrolled in Nevada and would not contribute to the cost. Minh’s position is obviously not in the children’s best interest. Minh had also previously agreed to Matthew’s participation in his martial arts class. Given the Court ordered there would not be a child support award based on the parties’ agreement to equally divide private school tuition and related expenses, all medical and dental expenses for the children that are not covered by insurance, expenses for the children’s extracurricular activities that the parties agree are best for the children, and tutoring or education expenses that the parties agree are best for the children, Minh must reimburse Jim for her one-half portion of Matthew’s martial arts class, to which she previously agreed was in Matthew’s best interest.

As stated above, Jim’s assistant, Bo Bautista, sent an email to Minh on October 30, 2019, providing the receipt for the \$460.24 payment made for Matthew’s martial

arts class. See Exhibit 7 to Jim's Emergency Motion. Minh's one-half portion of Matthew's martial arts class is \$230.12. Please have Minh reimburse Jim this amount.

3. Children's Health Insurance and Unreimbursed Medical Expenses and Minh's Health Insurance

Lastly, the Court ordered both parties to provide health insurance for the children if offered through employment. Jim provides the children health insurance for the children through his practice. Minh does not provide health insurance for the children. Accordingly, Jim is requesting Minh pay one-half of the health insurance premium Jim pays for the children. The parties separated in January 2019 and the Court's Decision and Order was entered in September 2019. From January 2019 to November 2019, the cost of the children's health insurance was \$806.91 per month (or \$268.97 per child per month). From December 2019 to the present, the cost of the children's health insurance is \$866.58 per month (or \$288.86 per child per month). Accordingly, Minh's one-half portion of the children's health insurance from January to November 2019 is \$4,438.01 ($\$806.91 \times 11/2$), and from December 2019 to June 2020 is \$3,033.03 ($\$866.58 \times 7/2$), which together totals \$7,471.04. Please have Minh reimburse Jim this amount.

For the cost of the children's health insurance from July 2020 going forward, Jim is requesting Minh pay her one-half portion of the children's health insurance by the first of the month.

In addition, Jim has requested Minh reimburse him for several medical expenses that were not covered by insurance. On December 19, 2019, Jim emailed Minh requesting she reimburse him for her one-half portion of the cost of the children's December 19, 2019 therapy session with Dr. Gravley, and provided proof of the \$175.50 payment. See Jim's Reply, Exhibit 14. Minh's one-half equals \$87.78. Minh has not reimbursed Jim.

On February 19, 2020, Jim sent Minh a text message with the receipt for Hannah's ophthalmology appointment, which cost \$125. See Jim's Reply, Exhibit 15. Minh's one-half equals \$62.50. Minh has not reimbursed Jim.

On March 3, 2020, Jim sent Minh an email requesting she reimburse him for one-half the cost of Selena's ophthalmology appointment and eye drops. See Jim's Reply, Exhibit 16. Jim paid \$70 for the ophthalmology appointment and \$15 for eye drops.

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Thus, Minh's one-half equals \$35.00 and \$7.50, respectively. Minh has not reimbursed Jim.

Lastly, Jim has been paying for the full cost of Minh's health insurance since they separated in January 2019. Jim has requested Minh reimburse him for the cost, but she has refused to do so. The cost of Minh's health insurance from January 2019 through November 2019 was \$549.55 per month, which amounts to \$6,045.05 for this period. From December 2019 to the present, Minh's health insurance increased to \$590.17 per month. Thus, for the period of December 2019 to June 2020, Minh's health insurance totaled \$4,131.19. Jim is requesting Minh reimburse him for the health insurance premiums he paid from January 2019 to June 2020, which totals \$10,176.24. Jim also is requesting Minh obtain her own health insurance policy for July 2020 going forward.

Please have Minh reimburse Jim the above-listed expenses by Friday, May 29, 2020, and inform Jim whether she will contribute to the cost of their children's health insurance. Thank you for your time and attention to this matter.

Sincerely,

/s/ Sabrina M. Dolson

Sabrina M. Dolson

cc: James Vahey

EXHIBIT 10

EXHIBIT 10

EXHIBIT 10

On Wed, Mar 25, 2020 at 6:55 PM James Vahey <hotsail.jim@gmail.com> wrote:

Sent from my iPhone

Begin forwarded message:

From: Bo Bautista <BoBautista@handcenterofnv.com>
Date: October 30, 2019 at 5:49:46 PM PDT
To: "luongdds@gmail.com" <luongdds@gmail.com>, "hotsail.jim@gmail.com" <hotsail.jim@gmail.com>
Subject: Refund Request

Hello Dr Luong,
Below is the breakdown of amounts due for reimbursement of Medical, Vision, Tuition @ Challenger School, Scholar Uniforms for Challenger School, Karate, for the period of January 2019 thru October 2019. See attached copies of receipts or amounts.

Medical Coverage for Minh Luong = \$5,077.10 (100% coverage)
Medical Coverage for Hannah, Matthew, Selena = \$4,034.55 (50% of the amount)
Vision Coverage for Hannah, Matthew, Selena = \$ 49.50 (50% of the amount)
Tuition @ Challenger School for Hannah, Matthew, Selena = \$14,312.50 (50% of the amount)
Scholar Uniforms for Challenger School for Hannah, Matthew, Selena = \$ 188.84 (50% of the amount)
Karate = \$460.24 (50% of the amount)

Total Refund due to James W. Vahey = \$ 24,122.73

Thank you,

Bo Bautista
Practice Manager
Hand Center of Nevada
****James W. Vahey MD **George S. Gluck MD**Alan J. Micev MD****
8585 S. Eastern Ave #100, Las Vegas NV 89123
P: 702-798-8585 F: 702-341-01019 C: 702-326-0137
www.handtoshouldersurgery.com

Appendix

Appendix B: Monthly rates by age

12/1/18 - 11/30/19

Current Rates		Renewal Rates		HSA		Consumer		HSA w/Motion		Balanced		Balanced		Choice Plus Direct	
Traditional with Deductible		Traditional with Deductible		AX-CF / RX727		AX-CG / RX710		AX-CJ / RX727		AX-B6 / RX710		AX-CB / RX709		AX-CQ / RX709	
Age	Rate	Age	Rate	Age	Rate	Age	Rate	Age	Rate	Age	Rate	Age	Rate	Age	Rate
<15	\$268.97	<15	\$177.44	<15	\$177.88	<15	\$180.04	<15	\$187.37	<15	\$194.72	<15	\$195.14	<15	\$195.14
15	\$292.88	15	\$193.21	15	\$193.69	15	\$196.04	15	\$204.03	15	\$212.02	15	\$212.49	15	\$212.49
16	\$302.02	16	\$199.25	16	\$199.73	16	\$202.16	16	\$210.39	16	\$218.64	16	\$219.12	16	\$219.12
17	\$311.17	17	\$205.28	17	\$205.76	17	\$208.28	17	\$214.87	17	\$225.26	17	\$225.75	17	\$225.75
18	\$321.01	18	\$211.77	18	\$212.29	18	\$214.87	18	\$223.62	18	\$232.39	18	\$232.90	18	\$232.90
19	\$330.86	19	\$218.26	19	\$218.80	19	\$221.45	19	\$230.48	19	\$239.51	19	\$240.04	19	\$240.04
20	\$341.05	20	\$224.99	20	\$225.54	20	\$228.28	20	\$237.58	20	\$246.89	20	\$247.44	20	\$247.44
21	\$351.60	21	\$231.95	21	\$232.52	21	\$235.34	21	\$244.93	21	\$254.53	21	\$255.09	21	\$255.09
22	\$362.22	22	\$239.05	22	\$239.62	22	\$242.46	22	\$252.07	22	\$262.13	22	\$262.71	22	\$262.71
23	\$372.00	23	\$246.10	23	\$246.68	23	\$249.59	23	\$259.16	23	\$270.00	23	\$270.60	23	\$270.60
24	\$381.88	24	\$253.15	24	\$253.74	24	\$256.70	24	\$266.24	24	\$277.67	24	\$278.28	24	\$278.28
25	\$391.76	25	\$260.20	25	\$260.80	25	\$263.85	25	\$273.37	25	\$284.82	25	\$285.44	25	\$285.44
26	\$401.64	26	\$267.25	26	\$267.86	26	\$270.90	26	\$280.49	26	\$292.39	26	\$293.02	26	\$293.02
27	\$411.52	27	\$274.30	27	\$274.92	27	\$277.94	27	\$287.11	27	\$300.00	27	\$300.64	27	\$300.64
28	\$421.40	28	\$281.35	28	\$281.98	28	\$284.96	28	\$293.72	28	\$307.63	28	\$308.28	28	\$308.28
29	\$431.28	29	\$288.40	29	\$289.04	29	\$291.98	29	\$300.29	29	\$315.21	29	\$315.87	29	\$315.87
30	\$441.16	30	\$295.45	30	\$296.10	30	\$298.99	30	\$306.90	30	\$322.74	30	\$323.41	30	\$323.41
31	\$451.04	31	\$302.50	31	\$303.16	31	\$305.92	31	\$313.46	31	\$330.26	31	\$330.93	31	\$330.93
32	\$460.92	32	\$309.55	32	\$310.22	32	\$312.94	32	\$320.01	32	\$337.77	32	\$338.44	32	\$338.44
33	\$470.80	33	\$316.60	33	\$317.27	33	\$320.00	33	\$326.60	33	\$344.60	33	\$345.27	33	\$345.27
34	\$480.68	34	\$323.65	34	\$324.32	34	\$327.06	34	\$333.15	34	\$351.81	34	\$352.48	34	\$352.48
35	\$490.56	35	\$330.70	35	\$331.37	35	\$334.12	35	\$339.74	35	\$358.96	35	\$359.63	35	\$359.63
36	\$500.44	36	\$337.75	36	\$338.42	36	\$341.18	36	\$346.33	36	\$366.11	36	\$366.78	36	\$366.78
37	\$510.32	37	\$344.80	37	\$345.47	37	\$348.24	37	\$352.91	37	\$373.26	37	\$373.93	37	\$373.93
38	\$520.20	38	\$351.85	38	\$352.52	38	\$355.30	38	\$359.49	38	\$380.41	38	\$381.08	38	\$381.08
39	\$530.08	39	\$358.90	39	\$359.57	39	\$362.36	39	\$366.08	39	\$387.56	39	\$388.23	39	\$388.23
40	\$539.96	40	\$365.95	40	\$366.62	40	\$369.42	40	\$372.67	40	\$394.61	40	\$395.28	40	\$395.28
41	\$549.84	41	\$373.00	41	\$373.67	41	\$376.48	41	\$379.26	41	\$401.70	41	\$402.37	41	\$402.37
42	\$559.72	42	\$380.05	42	\$380.72	42	\$383.54	42	\$385.84	42	\$408.79	42	\$409.46	42	\$409.46
43	\$569.60	43	\$387.10	43	\$387.77	43	\$390.60	43	\$392.93	43	\$415.84	43	\$416.51	43	\$416.51
44	\$579.48	44	\$394.15	44	\$394.82	44	\$397.66	44	\$400.01	44	\$422.90	44	\$423.57	44	\$423.57
45	\$589.36	45	\$401.20	45	\$401.87	45	\$404.72	45	\$407.07	45	\$429.95	45	\$430.62	45	\$430.62
46	\$599.24	46	\$408.25	46	\$408.92	46	\$411.78	46	\$414.32	46	\$436.99	46	\$437.64	46	\$437.64
47	\$609.12	47	\$415.30	47	\$415.97	47	\$418.84	47	\$421.46	47	\$444.04	47	\$444.69	47	\$444.69
48	\$619.00	48	\$422.35	48	\$423.02	48	\$425.90	48	\$428.59	48	\$451.09	48	\$451.74	48	\$451.74
49	\$628.88	49	\$429.40	49	\$430.07	49	\$432.96	49	\$435.73	49	\$458.14	49	\$458.79	49	\$458.79
50	\$638.76	50	\$436.45	50	\$437.12	50	\$440.02	50	\$442.87	50	\$465.19	50	\$465.84	50	\$465.84
51	\$648.64	51	\$443.50	51	\$444.17	51	\$447.08	51	\$450.01	51	\$472.24	51	\$472.89	51	\$472.89
52	\$658.52	52	\$450.55	52	\$451.22	52	\$454.14	52	\$457.14	52	\$479.29	52	\$479.94	52	\$479.94
53	\$668.40	53	\$457.60	53	\$458.27	53	\$461.20	53	\$464.20	53	\$486.34	53	\$486.99	53	\$486.99
54	\$678.28	54	\$464.65	54	\$465.32	54	\$468.26	54	\$471.29	54	\$493.39	54	\$494.04	54	\$494.04
55	\$688.16	55	\$471.70	55	\$472.37	55	\$475.30	55	\$478.32	55	\$500.44	55	\$501.09	55	\$501.09
56	\$698.04	56	\$478.75	56	\$479.42	56	\$482.34	56	\$485.36	56	\$507.49	56	\$508.14	56	\$508.14
57	\$707.92	57	\$485.80	57	\$486.47	57	\$489.38	57	\$492.39	57	\$514.54	57	\$515.19	57	\$515.19
58	\$717.80	58	\$492.85	58	\$493.52	58	\$496.40	58	\$499.41	58	\$521.59	58	\$522.24	58	\$522.24
59	\$727.68	59	\$500.00	59	\$500.67	59	\$503.36	59	\$506.37	59	\$528.64	59	\$529.29	59	\$529.29
60	\$737.56	60	\$507.05	60	\$507.72	60	\$510.42	60	\$513.43	60	\$535.69	60	\$536.34	60	\$536.34
61	\$747.44	61	\$514.10	61	\$514.77	61	\$517.48	61	\$520.48	61	\$542.74	61	\$543.39	61	\$543.39
62	\$757.32	62	\$521.15	62	\$521.82	62	\$524.54	62	\$527.55	62	\$549.79	62	\$550.44	62	\$550.44
63	\$767.20	63	\$528.20	63	\$528.87	63	\$531.60	63	\$534.61	63	\$556.84	63	\$557.49	63	\$557.49
64+	\$777.08	64+	\$535.25	64+	\$535.92	64+	\$538.66	64+	\$541.67	64+	\$563.89	64+	\$564.54	64+	\$564.54

* For 2018, the current rates include the number of children, but they are not displayed. As we do today, rates only include a charge for the three oldest children.
 * Renewal and alternate rate columns show the new child age brackets. Ages 0 to 14 have one rate band, while ages 15 through 20 have a different rate band corresponding to each year.

Vision renewal

		Employee	Empl + Spouse	Empl + Child	Empl + Fam	Monthly Premium
Current Vision Insurance	Enrollment	6	2	1	2	
Plan: V0008/Type: VOLUNTARY	Rate	\$9.69	\$18.89	\$19.86	\$27.61	\$171.00
Renewal Vision Insurance	Enrollment	6	2	1	2	
Plan: V0008/Type: VOLUNTARY	Rate	\$9.69	\$18.89	\$19.86	\$27.61	\$171.00

Change from current: 0.0%

Vision benefit summary

	Services & Materials	Amount		Services & Materials	Amount
In-Network Copay	Exam	\$10	Out-of-network Reimbursement	Exam	Up to \$40
	Materials	\$25		Single Lenses	Up to \$40
Frequencies	Exam	1 x per 12 mos.	Bifocal Lenses	Up to \$60	
	Lenses	1 x per 12 mos.	Trifocal Lenses	Up to \$80	
	Frames	1 x per 24 mos.	Lenticular Lenses	Up to \$80	
			Frames	Up to \$45	
			Elective Contacts	Up to \$105	

\$9.90 per month

Vision plans have a two year rate guarantee. The vision rates will be in effect through 11/30/20. Note that the rate guarantee is subject to change based upon changes to the policy and/or plan structure.

Life AD&D options

	Enrollment	Benefit	Volume	Rate	Total	Monthly Premium
Life Insurance	12	\$25,000	\$300,000	\$0.17 per 1,000	\$51.00	
AD&D Insurance	12	\$25,000	\$300,000	\$0.02 per 1,000	\$6.00	\$57.00

Life AD&D Quote Assumptions:

- The Basic Life/AD&D and Basic Dependent Life plans have a 24 month guarantee from the initial date of rate issuance. Note that the rate guarantee is subject to change based upon changes to the policy and/or plan structure.
- All coverage terminates at retirement.
- If you choose to offer \$25,000 or more in base life insurance, the Packaged Savings Program may apply. Packaged Savings may not be available in all states or for all group sizes.
- UnitedHealthcare also offers long and short term disability products. For additional information about these products contact your broker for plan design and premium information today!

Dental options

	Quote 1		Quote 2		Quote 3		Quote 4	
	Plan P7329 ¹		Plan A2543 ¹		Plan P3377 ¹		Plan D0230	
	Type VPPD		Type DPPD		Type VPPD		Type Managed Care	
	Benefit	In/Out	Benefit	In/Out	Benefit	In/Out	Benefit	In
Coinsurance	Preventive	100%/100%	Preventive	100%/100%	Preventive	100%/100%	Preventive	Copay
	Minor Restore	80%/80%	Minor Restore	80%/80%	Minor Restore	80%/80%	Minor Restore	Copay
	Endo/Perio/Oral*	50%/50%	Endo/Perio/Oral*	50%/50%	Endo/Perio/Oral*	80%/80%	Endo/Perio/Oral*	Copay
	Major	50%/50%	Major	50%/50%	Major	50%/50%	Major	Copay
Annual Plan Maximums	In/Out Network	\$1,200/\$1,200	In/Out Network	\$1,000/\$1,000	In/Out Network	\$1,500/\$1,500	In Network	Unlimited
Orthodontia Coverages	Benefit: NA		Benefit: NA		Benefit: NA		Benefit: NA	
	Coinsurance	NA/NA	Coinsurance	NA/NA	Coinsurance	NA/NA	Coinsurance	NA/NA
	Lifetime Max	NA/NA	Lifetime Max	NA/NA	Lifetime Max	NA/NA	Max Out of Pocket	\$3,400
Waiting Period for Major Services		12 mos		NO WAIT		12 mos		NO WAIT
Enrollment Rates	Tiers	Monthly Rate	Tiers	Monthly Rate	Tiers	Monthly Rate	Tiers	Monthly Rate
	Empl	\$31.70	Empl	\$35.85	Empl	\$37.85	Empl	\$20.63
	Empl + Spouse	\$63.39	Empl + Spouse	\$71.69	Empl + Spouse	\$75.71	Empl + Spouse	\$39.40
	Empl + Child	\$69.35	Empl + Child	\$78.30	Empl + Child	\$81.55	Empl + Child	\$35.07
	Empl + Family	\$106.07	Empl + Family	\$119.80	Empl + Family	\$125.23	Empl + Family	\$61.90
Deductible	Indiv/Family	\$50/\$150	Indiv/Family	\$50/\$150	Indiv/Family	\$50/\$150	Indiv/Family	NONE/NONE
Monthly Premium		\$709.57		\$801.84		\$841.58		\$431.41

¹ Please refer to your benefit summary or certificate of coverage for a more detailed view of the benefit coverage for services within these categories as some plans may have benefits that differ from what we are able to display here.

Managed Care is In-Network only with the exception of NV which includes In-Network and Out-of-Network Copayments.

¹ Ask about our Consumer Max Multiplier! This consumer driven benefit allows members to carry forward a portion of their unused annual dental maximum into an account for future use.

PLTF002211



CHALLENGER SCHOOL

10/30/19 13:11
CORP-CSS:CSS

Summary of Charges and Payments

9900 Isaac Newton Way
Las Vegas, NV 89129
(702) 878-6418

From: 01/01/19 To: 10/30/19
Date Prepared: 10/30/19

Federal Tax ID Number: 47-1405971

Customer Name: Luong, Minh
Customer Address: 9742 W. Tomkins Ave
Las Vegas, NV 89147

Charges

This includes tuition, excused tuition, all fees, account transfers, bad-debt write offs and discounts.

Child Name	Transaction Type	Amount Billed
	Late and Returned Check Fees	\$25.00
Vahey, Hannah	Tuition 4th Grade Silverado 18-19	\$6,840.00
Vahey, Hannah	Tuition 5th Grade Silverado 19-20	\$4,054.00
Vahey, Hannah	Tuition Ext Classtime P.M. Silverado 19-20	\$194.00
Vahey, Hannah	Application Fees Silverado 19-20	\$175.00
Vahey, Matthew	Tuition 3rd Grade Silverado 18-19	\$6,840.00
Vahey, Matthew	Tuition 4th Grade Silverado 19-20	\$4,054.00
Vahey, Matthew	Tuition Ext Classtime P.M. Silverado 19-20	\$194.00
Vahey, Matthew	Application Fees Silverado 19-20	\$175.00
Vahey, Selena	Tuition All-day 4-year-old 2-day Silverado 18-19	\$2,335.00
Vahey, Selena	Tuition All-day Kindergarten Silverado 19-20	\$3,564.00
Vahey, Selena	Application Fees Silverado 19-20	\$175.00
Total Charges and Fees for the period 1/1/19 to 10/30/19:		\$28,826.00

Payments

This includes cash and check payments, payroll deductions, refunds and returned checks.

Payment Date	Transaction Type	Check/Receipt Nbr	Amount Paid
Jan 15, 2019	Check E Payment Received	021000022613203	\$3,203.00
Feb 15, 2019	Check E Payment Received	021000025898221	\$3,203.00
Feb 28, 2019	Check Payment Received	2001	\$525.00
Mar 15, 2019	Check E Payment Received	021000028935351	\$3,203.00
Apr 15, 2019	Check E Payment Received	021000021963087	\$3,203.00
May 15, 2019	Check E Payment Received	021000025114625	\$3,203.00
Aug 15, 2019	Check E Payment Received	021000029562671	\$2,700.00
Aug 19, 2019	Check E Payment Reversal	021000029562671	(\$2,700.00)
Aug 20, 2019	Check Payment Received	1541	\$3,892.00
Sep 03, 2019	Check Payment Received	1543	\$3,913.00
Oct 01, 2019	Check Payment Received	2025	\$3,892.00
Oct 08, 2019	Check E Payment Received	021000020548569	\$388.00
Total Payments for the period 1/1/19 to 10/30/19:			\$28,825.00

Fwd: Order #9894 confirmed

James Vahey

Sun 10/27/2019 11:17 PM

To: Bo Bautista <BoBautista@handcenterofnv.com>

----- Forwarded message -----

From: **ScholarWear** <info@scholarwear.com>

Date: Wed, Oct 2, 2019 at 10:46 PM

Subject: Order #9894 confirmed

To: <hotsail.jim@gmail.com>

ScholarWear

ORDER #9894

Thank you for your purchase!

Hi James, we're getting your order ready to be shipped. We will notify you when it has been sent.

[View your order](#)

or [Visit our store](#)

Order summary



Girls Polo - Long Sleeve × 1
Dark Maroon / XS (5/6)

\$30.00

Girls Polo - Short Sleeve × 1

\$28.00

VOLUME X

PLTFA0021993



White / M (10/12)



Girls Polo - Long Sleeve × 1
Dark Maroon / M (10/12)

\$30.00



Girls Skirts - Regular × 1
12 - Box Pleat

\$48.00



Girls Cardigan Sweater × 1
M (10/12)

\$45.00



Oxford - Long Sleeve × 1
10

\$30.00



Boys Pullover Sweater - Black × 1
M (10/12)

\$41.00



Girls Penny Tie × 2
Yellow (XSmall Strap)

\$24.00



Girls Penny Oxford Blouse - Long Sleeve × 1
10

\$30.00



Girls Penny Oxford Blouse - Long Sleeve × 1
5

\$30.00

Subtotal	\$336.00
Shipping	\$13.95
State Tax	\$27.72
Total	\$377.67 USD

Customer information

Shipping address

James Vahey
27 Vía Mira Monte
Henderson NV 89011
United States

Billing address

James Vahey
27 Vía Mira Monte
Henderson NV 89011
United States

Shipping method

11 Items

Payment method



Payment method ~~---~~ **\$377.67**

If you have any questions, reply to this email or contact us at info@scholarwear.com

EXHIBIT 11

EXHIBIT 11

EXHIBIT 11



CHALLENGER SCHOOL

06/23/20 11:42
CORP-CSS:CSS

Summary of Charges and Payments

9900 Isaac Newton Way
Las Vegas, NV 89129
(702) 878-6418

From: 10/01/19 To: 06/20/20
Date Prepared: 06/23/20

Federal Tax ID Number: 47-1405971

Customer Name: Luong, Minh
Customer Address: 9742 W. Tomkins Ave
Las Vegas, NV 89147

Charges

This includes tuition, excused tuition, all fees, account transfers, bad-debt write offs and discounts.

Child Name	Transaction Type	Amount Billed
	Extended Care Fees	\$266.00
Vahey, Hannah	Tuition 5th Grade Silverado 19-20	\$7,635.30
Vahey, Hannah	Tuition Ext Classtime P.M. Silverado 19-20	\$1,084.12
Vahey, Hannah	Application Fees Silverado 20-21	\$175.00
Vahey, Matthew	Tuition 4th Grade Silverado 19-20	\$7,635.30
Vahey, Matthew	Tuition Ext Classtime P.M. Silverado 19-20	\$1,084.12
Vahey, Matthew	Application Fees Silverado 20-21	\$175.00
Vahey, Selena	Tuition All-day Kindergarten Silverado 19-20	\$6,708.70
Vahey, Selena	Application Fees Silverado 20-21	\$175.00

Total Charges and Fees for the period 10/1/19 to 6/20/20: \$24,938.54

Total tuition and application fees \$22,504.30

Payments

This includes cash and check payments, payroll deductions, refunds and returned checks.

Payment Date	Transaction Type	Check/Receipt Nbr	Amount Paid
Oct 01, 2019	Check Payment Received	2025	\$3,892.00
Oct 08, 2019	Check E Payment Received	021000020548569	\$388.00
Nov 01, 2019	Check Payment Received	2076	\$4,318.00
Dec 16, 2019	Check E Payment Received	021000026360727	\$4,356.00
Jan 15, 2020	Check E Payment Received	021000022761999	\$4,318.00
Jan 22, 2020	Check Payment Received	1154	\$525.00
Feb 18, 2020	Check E Payment Received	021000020212955	\$4,356.00
Mar 16, 2020	Check E Payment Received	021000029450209	\$4,318.00

Total Payments for the period 10/1/19 to 6/20/20: \$26,471.00

EXHIBIT 12

EXHIBIT 12

EXHIBIT 12

----- Forwarded message -----

From: James Vahey <hotsail.jim@gmail.com>
Date: Fri, Jan 24, 2020 at 6:06 PM
Subject: Re: 20-21 application fees
To: Minh Nguyet Luong <luongdds@gmail.com>

Please contact the school for whatever you need and whatever payment arrangements you want to set up. You still need to reimburse me for half of the applicant fees.

Sent from my iPhone

> On Jan 22, 2020, at 10:11 AM, Minh Nguyet Luong <luongdds@gmail.com> wrote:

>
> Like I said multiple times before in my emails, I will make the payments directly to the school. I need documents from the school of the amount and the break down for each items, FROM THE SCHOOL.

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

>
>> On Jan 22, 2020, at 8:59 AM, James Vahey <hotsail.jim@gmail.com> wrote:

>>

EXHIBIT 13

EXHIBIT 13

EXHIBIT 13

JAMES W. VAHEY, M.D.
8585 S EASTERN AVE., STE. 100
LAS VEGAS, NV 89123-2818

75-7003/2919

1154

DATE 1-21-20 PMP

PAY TO Challenger | \$ 525⁰⁰
THE ORDER OF

Five Hundred Twenty Five ⁰⁰/₁₀₀ DOLLARS

Heat Reactive Ink

MIDCOUNTRY
BANK

www.MidCountryBank.com

James W. Vahey

MEMO Application fees 20/21

[Redacted]

[Redacted]

PLTF002265

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

© DELUXE DELUXE CHECKS
SPECIALTY GRAY HIGH SECURITY



EXHIBIT 14

EXHIBIT 14

EXHIBIT 14

[REDACTED]

[REDACTED]

[REDACTED]

Sent from my iPhone

Begin forwarded message:

From: Minh Nguyet Luong <luongdds@gmail.com>
Date: September 27, 2019 at 6:02:23 AM PDT
To: Jim Vahey <hotsail.jim@gmail.com>
Subject: kids' schedule 2019-2020 and all related info

Jim,
Attached is the schedule that I highlighted the dates I will have the children. These are the tentative schedule. Unless I inform you one week in advance we can expect that I will have the children on those dates. Let me know if I am wrong on any of those dates.

Few items I want to go over with you:

Michelle Gravely: The children's therapy sessions are covered under your insurance. Angela told me that Dr. Gravely does take your insurance and that the sessions are covered with your insurance. She also told me that because you called saying that it would be a cash pay at the beginning, that's why we have been paying for it. I suggest for you to request for it to be placed under the insurance. I believe that I am responsible for 1/2 of medical expenses Not covered by insurance. This medical expense is covered by insurance.

Matthew's Taekwondo:
I have been paying for his tuition and tests and weapons. I have requested for you to pay for half of it but I have not seen any reimbursement.

When I signed up for the kids to take extracurricular activities, I was told by you that you would not pay for any of it because you were not involved in it.

Since I am not going to be living in NV, I won't be involved in any of the kids' activities. I am not approving any of it since I don't get to participate with them in it. I will not pay for any of it.

I will inform Master Duran to remove my credit card that he has on file today. Please contact him ASAP and place your credit card on file. You will need to sign Matthew up for tests also.

Since the children will only be with me in OC one week a month, all the extracurricular classes that they have been taking won't do them any good. These are the classes that the children love doing. I highly recommend that you continue signing them up in NV.

Selena loves to take dance lessons. She has been in ballet/tap combo class.

Selena still can not swim one lap. She should be placed in swim classes. If she falls out of the boat she can drown. She should always be watched when she's in your backyard.

Selena has also been asking to take a painting class. She loves to paint.

Hannah and Matthew still have not completed their curriculum in Waterwings. They enjoy their swim lessons.

Both Hannah and Matthew absolutely love tennis. It is a talent they both have. It would be ashamed if they don't get to explore in this passion that they both have.

Matthew also loves to play golf. He is very good at it.

These are the things they get to do when they were with me half of the time. I hope you can provide them these things that I could have with just half of the week.

The children love to spend time with their families. They enjoy spending time with Jason but they have complained that Jason spends a lot of his time on the cell phone. They don't perceive the time with him as something valuable.

Let me know if you have any other questions.

Minh Nguyet Luong, DDS
Toothfairy Children's Dental
8000 W. Sahara Ave Ste 180

Las Vegas, NV 89011
Office: 702-222-9700
Cell: 702-353-2319
luongdds@gmail.com

EXHIBIT 15

EXHIBIT 15

EXHIBIT 15

Appendix

Appendix B: Monthly rates by age

Current Rates		Renewal Rates		NVESTANDARDS.0 / NV065											
Traditional with Deductible		Traditional with Deductible		Consumer		HSA		Balanced		Balanced		Choice Plus Direct		Balanced	
AX-BV / RX729		BJ-RX / RX980		BJ-R7 / RX710		BJ-SF / RX396		BJ-R5 / RX710		BJ-R4 / RX981		BJ-SZ / RX710		BJ-R3 / RX981	
Age	Rate	Age	Rate	Age	Rate	Age	Rate	Age	Rate	Age	Rate	Age	Rate	Age	Rate
<15	\$268.97	<15	\$288.86	<15	\$187.62	<15	\$196.44	<15	\$200.62	<15	\$207.12	<15	\$212.69	<15	\$213.16
15	\$292.88	15	\$314.53	15	\$204.29	15	\$213.90	15	\$218.45	15	\$225.53	15	\$231.60	15	\$232.11
16	\$302.02	16	\$324.35	16	\$210.67	16	\$220.57	16	\$225.27	16	\$232.57	16	\$238.83	16	\$239.35
17	\$311.17	17	\$334.17	17	\$217.05	17	\$227.25	17	\$232.09	17	\$239.60	17	\$246.06	17	\$246.60
18	\$321.01	18	\$344.74	18	\$223.91	18	\$234.44	18	\$239.43	18	\$247.19	18	\$253.84	18	\$254.40
19	\$330.86	19	\$355.31	19	\$230.78	19	\$241.63	19	\$246.78	19	\$254.77	19	\$261.63	19	\$262.20
20	\$341.05	20	\$366.26	20	\$237.89	20	\$249.08	20	\$254.38	20	\$262.62	20	\$269.69	20	\$270.28
21	\$351.60	21	\$377.59	21	\$245.25	21	\$256.78	21	\$262.25	21	\$270.74	21	\$278.03	21	\$278.64
22	\$351.60	22	\$377.59	22	\$245.25	22	\$256.78	22	\$262.25	22	\$270.74	22	\$278.03	22	\$278.64
23	\$351.60	23	\$377.59	23	\$245.25	23	\$256.78	23	\$262.25	23	\$270.74	23	\$278.03	23	\$278.64
24	\$351.60	24	\$377.59	24	\$245.25	24	\$256.78	24	\$262.25	24	\$270.74	24	\$278.03	24	\$278.64
25	\$353.01	25	\$379.10	25	\$246.23	25	\$257.81	25	\$263.30	25	\$271.82	25	\$279.14	25	\$279.75
26	\$360.04	26	\$386.65	26	\$251.14	26	\$262.94	26	\$268.54	26	\$277.24	26	\$284.70	26	\$285.33
27	\$368.48	27	\$395.71	27	\$257.02	27	\$269.11	27	\$274.84	27	\$283.74	27	\$291.38	27	\$292.01
28	\$382.19	28	\$410.44	28	\$266.59	28	\$279.12	28	\$285.07	28	\$294.29	28	\$302.22	28	\$302.88
29	\$393.44	29	\$422.52	29	\$274.43	29	\$287.34	29	\$293.46	29	\$302.96	29	\$311.12	29	\$311.80
30	\$399.07	30	\$428.56	30	\$278.36	30	\$291.45	30	\$297.65	30	\$307.29	30	\$315.56	30	\$316.26
31	\$407.50	31	\$437.63	31	\$284.24	31	\$297.61	31	\$303.95	31	\$313.79	31	\$322.24	31	\$322.94
32	\$415.94	32	\$446.69	32	\$290.13	32	\$303.77	32	\$310.24	32	\$320.29	32	\$328.31	32	\$329.63
33	\$421.22	33	\$452.35	33	\$293.81	33	\$307.62	33	\$314.18	33	\$324.35	33	\$333.08	33	\$333.81
34	\$426.84	34	\$458.39	34	\$297.73	34	\$311.73	34	\$318.37	34	\$328.68	34	\$337.53	34	\$338.27
35	\$429.66	35	\$461.41	35	\$299.70	35	\$313.79	35	\$320.47	35	\$330.84	35	\$339.75	35	\$340.50
36	\$432.47	36	\$464.44	36	\$301.66	36	\$315.84	36	\$322.57	36	\$333.01	36	\$341.98	36	\$342.73
37	\$435.28	37	\$467.46	37	\$303.62	37	\$317.89	37	\$324.67	37	\$335.18	37	\$344.20	37	\$344.96
38	\$438.09	38	\$470.48	38	\$305.58	38	\$319.95	38	\$326.76	38	\$337.34	38	\$346.43	38	\$347.19
39	\$443.72	39	\$476.52	39	\$309.51	39	\$324.06	39	\$330.96	39	\$341.67	39	\$350.87	39	\$351.64
40	\$449.34	40	\$482.56	40	\$313.43	40	\$328.16	40	\$335.16	40	\$346.01	40	\$355.32	40	\$356.10
41	\$457.78	41	\$491.62	41	\$319.32	41	\$334.33	41	\$341.45	41	\$352.50	41	\$362.00	41	\$362.79
42	\$465.87	42	\$500.31	42	\$324.96	42	\$340.23	42	\$347.48	42	\$358.73	42	\$368.39	42	\$369.20
43	\$477.12	43	\$512.39	43	\$332.80	43	\$348.45	43	\$355.87	43	\$367.39	43	\$377.29	43	\$378.11
44	\$491.19	44	\$527.49	44	\$342.61	44	\$358.72	44	\$366.36	44	\$378.22	44	\$388.41	44	\$389.26
45	\$507.71	45	\$545.24	45	\$354.14	45	\$370.79	45	\$378.69	45	\$390.95	45	\$401.48	45	\$402.36
46	\$527.40	46	\$566.39	46	\$367.88	46	\$385.17	46	\$393.38	46	\$406.11	46	\$417.05	46	\$417.96
47	\$549.55	47	\$590.17	47	\$383.33	47	\$401.35	47	\$409.90	47	\$423.17	47	\$434.56	47	\$435.51
48	\$574.87	48	\$617.36	48	\$400.98	48	\$419.84	48	\$428.78	48	\$442.66	48	\$454.58	48	\$455.58
49	\$599.83	49	\$644.17	49	\$418.40	49	\$439.07	49	\$447.40	49	\$461.88	49	\$474.32	49	\$475.36
50	\$627.96	50	\$674.38	50	\$438.02	50	\$458.61	50	\$468.38	50	\$483.54	50	\$496.56	50	\$497.65
51	\$655.73	51	\$704.21	51	\$457.39	51	\$478.89	51	\$489.10	51	\$504.93	51	\$518.53	51	\$519.66
52	\$686.32	52	\$737.06	52	\$478.73	52	\$501.23	52	\$511.91	52	\$528.48	52	\$542.71	52	\$543.91
53	\$717.26	53	\$770.28	53	\$500.31	53	\$523.83	53	\$534.99	53	\$552.31	53	\$567.18	53	\$568.43
54	\$750.67	54	\$806.15	54	\$523.61	54	\$548.23	54	\$559.90	54	\$578.03	54	\$593.59	54	\$594.90
55	\$784.07	55	\$842.03	55	\$546.91	55	\$572.62	55	\$584.82	55	\$603.75	55	\$620.01	55	\$621.37
56	\$820.28	56	\$880.92	56	\$572.17	56	\$599.07	56	\$611.83	56	\$631.64	56	\$648.64	56	\$650.07
57	\$856.85	57	\$920.19	57	\$597.67	57	\$625.77	57	\$639.10	57	\$659.79	57	\$677.56	57	\$679.05
58	\$895.88	58	\$962.10	58	\$624.90	58	\$654.28	58	\$668.21	58	\$689.85	58	\$708.42	58	\$709.97
59	\$915.21	59	\$982.87	59	\$638.39	59	\$668.40	59	\$682.64	59	\$704.74	59	\$723.71	59	\$725.30
60	\$954.24	60	\$1,024.78	60	\$665.61	60	\$696.90	60	\$711.75	60	\$734.79	60	\$754.57	60	\$756.23
61	\$988.00	61	\$1,061.03	61	\$689.15	61	\$721.55	61	\$736.92	61	\$760.78	61	\$781.26	61	\$782.98
62	\$1,010.15	62	\$1,084.82	62	\$704.60	62	\$737.73	62	\$753.44	62	\$777.84	62	\$798.78	62	\$800.53
63	\$1,037.92	63	\$1,114.65	63	\$723.98	63	\$758.01	63	\$774.16	63	\$799.22	63	\$820.74	63	\$822.55
64+	\$1,054.80	64+	\$1,132.77	64+	\$735.75	64+	\$770.34	64+	\$786.75	64+	\$812.22	64+	\$834.09	64+	\$835.92

* For 2018, the current rates include the number of children, but they are not displayed. As we do today, rates only include a charge for the three oldest children.

* Renewal and alternate rate columns show the new child age brackets. Ages 0 to 14 have one rate band, while ages 15 through 20 have a different rate band corresponding to each year.

EXHIBIT 16

EXHIBIT 16

EXHIBIT 16

[REDACTED]

----- Forwarded message -----

From: Minh Nguyet Luong <luongdds@gmail.com>
Date: Mon, Dec 23, 2019 at 12:59 PM
Subject: Re: Receipt from Michelle Gravley, P.C.
To: Jim Vahey <hotsail.jim@gmail.com>

I had sent you emails previously regarding bills from Dr. Gravely. Did you not get it? I will send it again. Please confirm when you received it.

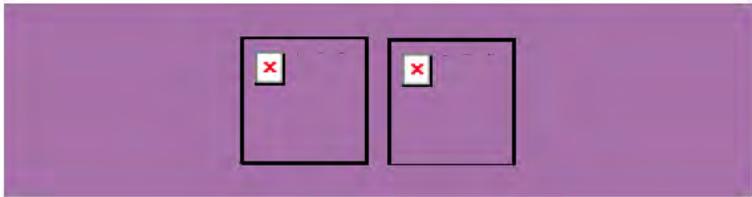
On Dec 19, 2019, at 5:06 PM, James Vahey <hotsail.jim@gmail.com> wrote:

Please reimburse half of this bill as well as the ones I sent you for three previous sessions
Sent from my iPhone

Begin forwarded message:

From: "Michelle Gravley, P.C. via Square" <receipts@messaging.squareup.com>
Date: December 19, 2019 at 4:49:48 PM PST
To: HotSail.Jim@gmail.com
Subject: Receipt from Michelle Gravley, P.C.
Reply-To: "Michelle Gravley, P.C. via Square"
<CAESRxlAGjlyX29yemRnbnRkbXE0dG96anJtdJkYXpiedmdhemRrbmxkZ2ZzdGFuZGVtZXp0YW56c2hmcXRpbmEiCGRpYWxvZ3VliiBiP6jXV+MFqOjBv+hQmoKpqboJprFsZov3Y7cnY2pTEA==@reply2.squareup.com>

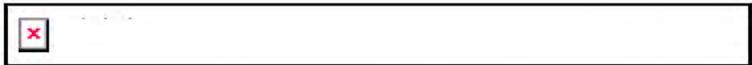




\$ 175.50

Custom Amount \$175.50
Therapy Session with Dr. Gravley
(12/19/2019)

Total \$175.50



Michelle Gravley, P.C.
2881 Business Park Court, 150
Las Vegas, NV 89128
702-508-2112

Visa 6968 (On File)



Dec 19
2019 at
4:49
PM
#i0YI
Auth
code:
08069G

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San Francisco, CA 94103

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Minh Nguyet Luong, DDS
Toothfairy Children's Dental
8000 W. Sahara Ave Ste 180
Las Vegas, NV 89011
Office: 702-222-9700
Cell: 702-353-2319
luongdds@gmail.com

EXHIBIT 17

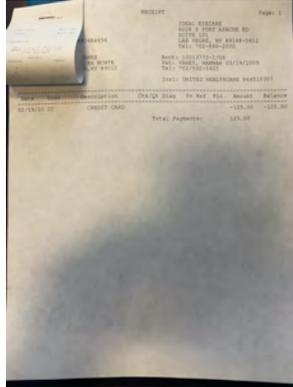
EXHIBIT 17

EXHIBIT 17

blaming. There's nothing for me to do because she doesn't get those red marks when she's with me.

Sent - February 19, 2020 at 8:52 PM - (iMessage) - Delivered

Hannah's ophthalmology appointment went well. Her numbers went up slightly. Grace recommended leaving her glasses the way they are. Please reimburse for \$62.50 (half of \$125)



Sent - February 19, 2020 at 9:05 PM - (iMessage) - Delivered

Late this afternoon, Children's Bone and Spine Surgery left me a message saying they needed to reschedule Selena's appointment from tomorrow to another day. They want a different doctor to see her. I'll try to set it up on a day I think will be convenient for you. I'll keep you posted. P.S. The mineral oil and probiotics didn't make any difference. Like I told you before, Lena's pain is low thoracic and not retroabdominal (behind the abdomen). I'm not sure what your anesthesia doctor friend was thinking, but, at least I gave the idea you and your friend had a try.

Received - Nguyet Luong - February 19, 2020 at 9:22 PM - (iMessage)



Please increase the mineral dosage

Sent - February 19, 2020 at 9:36 PM - (iMessage) - Delivered

Please explain. I'm confused. Does your doctor friend want Her to have more minerals or mineral oil?

Received - Nguyet Luong - February 19, 2020 at 10:01 PM - (iMessage)



Mineral oil

Sent - February 19, 2020 at 10:04 PM - (iMessage) - Delivered

I encouraged Matthew to call you, but you told him you'd call later. He stayed up waiting but you didn't call. He was disappointed. Eventually, I had him go to bed

Received - Nguyet Luong - February 19, 2020 at 10:05 PM - (iMessage)



I didn't talk to Matthew. It was Lena I spoke to. By the time I got home it was late. Matthew didn't talk to me at all

EXHIBIT 18

EXHIBIT 18

EXHIBIT 18

[REDACTED]

Sent from my iPhone

Begin forwarded message:

From: James Vahey <hotsail.jim@gmail.com>
Date: March 3, 2020 at 5:06:57 PM PST
To: Nguyệt <luongdds@gmail.com>
Subject: Selena did very well at her ophthalmology appointment with Grace Shin...

Selena did very well at her ophthalmology appointment with Grace Shin today. Lena improved all way from 20/50 with correction to 20/25 with correction. Dr. Shin was very pleased. The plan is to continue with the drops and patching. The goal is to have her wear a patch for two hours per day. Hey next appointment is at the same time as Matthew's: June 24th at 2:40.
Please reimburse for half of the \$70 copay for Lena's visit today.

03/20
c: 20

RECEIPT

Page: 1

IRS # 880484656

IDEAL EYECARE
6028 S FORT APACHE RD
SUITE 101
LAS VEGAS, NV 89148-5612
Tel: 702-896-2020

VAHEY, JAMES
27 VIA MIRAMONTE
HENDERSON, NV 89011

Acct: 10018858-1/UH
Pat: VAHEY, SELENA [REDACTED]
Tel: 702/592-5925

Ins1: UNITED HEALTHCARE 864510307

te	Code	Description	Chk/Qt	Diag	Pv	Ref	Plc	Amount	Balance
03/20	CC	CREDIT CARD						-70.00	-70.00
Total Payments:								70.00	

VOLUME X

PLT 1/10/2020

IDEAL EYECARE

Sub Total: \$70.00

Total: \$70.00

Sent from my iPhone

EXHIBIT 19

EXHIBIT 19

EXHIBIT 19

[REDACTED]

[REDACTED]

Sent from my iPhone

Begin forwarded message:

From: James Vahey <hotsail.jim@gmail.com>
Date: March 9, 2020 at 10:55:00 PM PDT
To: Nguyệt <luongdds@gmail.com>
Subject: Copay for Selena's eyedrops

I know I told you about Lena's ophthalmology appointment before, but, I wanted totell you again.

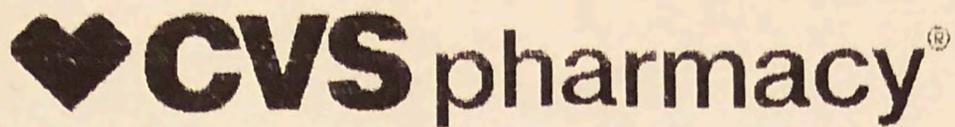
. At Lena's appointment, her vision improved a lot. Thanks to hard work and close attention by you and me about putting the drops in Lena's eye every night as well as having her wear the patch at least two hours per day, her corrected vision is now 20/25.

Please keep up the drops and patches. If you need more drops, please call Grace Shin. Or, if you don't want to, let me know, and I will do it for you.



Please reimburse me for half of the after insurance cost for Lena's Eye drops.
Thanks.

Sent from my iPhone



1402 EAST LAKE MEAD PARKWAY
HENDERSON, NV 89015
702.558.5101

REG#19 TRN#3609 CSHR#1253767 STR#121

Helped by: TATIANA

ExtraCare Card #: *****7913

F 1 RX #: ****0970010 15.00N

TOTAL 15.00

CHARGE 15.00

*****0004 CH

CAPITAL ONE VISA *****0004

APPROVED# 09380G

REF# 196093

TRAN TYPE: SALE

AID: A0000000031010

TC: 002A1BE8D631B296

TERMINAL# 88295293

NO SIGNATURE REQUIRED

CVM: 5E0000

TVR(95): 0080008000

TSI(9B): E800

CHANGE .00



3500 1210 0663 6091 98

State law may prohibit the return
of prescriptions. Please consult
your pharmacist.

Returns with receipt, subject to
CVS Return Policy, thru 05/05/2020
Refund amount is based on price
after all coupons and discounts.

MARCH 6, 2020

8:03 PM

F=FLEXIBLE SPENDING ACCT SUMMARY (FSA)

Prescription Eligible Total 15.00

FSA summary above includes items

(and tax) that may be eligible

EXHIBIT 20

EXHIBIT 20

EXHIBIT 20

TRANSCRIPT OF MARCH 20, 2020 AUDIO RECORDING

JIM: Bye baby.

JIM: Hey, hey, hey

SELENA: Yes, I need this.

JIM: Okay.

SELENA: Daddy. Daddy can you please help me....

JIM: What do you need?

SELENA: Find the gumball machine?

JIM: I'll look for it honey.

SELENA: Okay.

JIM: Give this to Matthew.

SELENA: Will you please...

JIM: Do you have your shoes? Where are your shoes? Let's get your shoes.

SELENA: Daddy please. Daddy.

JIM: I'll take this to Matthew. No...you have to get your shoes.

SELENA: But Daddy.

JIM: Come on.

SELENA: Daddy, will you please get my gum ball machine?

JIM: I can't get it now but I'll look for it while you're gone, okay?

SELENA: No. I want you to give it to me.

JIM: Hey Matthew. (inaudible) buddy. You guys have a great time.

MATTHEW: Look how many glasses we have.

MINH: My board.

SELENA: Daddy. Daddy.

JIM: Nguyet, I don't know where it is.

MINH: It's up there. If you can't take it, I will take it.

SELENA: Daddy. Daddy.

JIM: Matthew. Here buddy.

SELENA: Daddy. Daddy.

JIM: Yes?

SELENA: Can you please get my gum ball machine? Will you please get my gum ball machine?

JIM: I don't know where it is now but I'll look for it.

SELENA: Can you please look for it and give it to me?

JIM: I will honey. I will. I will.

SELENA: No. I want it today. Please? Could you please help me find it today? Please, daddy?

JIM: I'll go look. (kissing sound)

SELENA: Okay.

JIM: I hope you guys have a great time.

**Inaudible talking

JIM: What does she want?

SELENA: No. I want to get this.

**inaudible talking

JIM: Tell mommy about your story. Lena, I'll send mommy pictures of your book.

MINH: I'm done reading the first book she sent.

JIM: Is she going to take it?

SELENA: Take it, take it, take it. Take that.

(inaudible talking)

JIM: Nguyet. Nguyet. That's a kite surfing board. That's mine. That's a kite surfing...

MINH: Well, then you need to go out there and get my board.

JIM: There is no wind surf board.

MINH: Go get my board please.

JIM: Here. Here.

MINH: Go get my board.

JIM: I don't know where your board is. Nguyet, I don't think you had one.

MINH: Yeah, I do. How did I wind surf?

JIM: We didn't wind surf here. That is a kite surfing board.

MINH: Get my board. Get my board.

JIM: Stop it. You don't take my kite surfing board.

MINH: Get my board.

JIM: I don't know where your board is. Show me it. Show me it.

MINH: Get my board. And that's my bag too by the way.

JIM: This is not your bag. This is mine. Absolutely not. Absolutely not.

MINH: So you're not going to get my board right?

JIM: Stop. Stop. You're not taking my kite surfing board.

MINH: Get my board.

JIM: I don't know where your board is. I don't think we even have a board for you.

MINH: Of course we did.

JIM: When?

MINH: I bought the whole set.

MINH: Get the board.

JIM: I don't know where it is. You're not taking my kite surfing board.

MINH: Then give me that board.

JIM: This is a wake surfing board.

MINH: I don't care. Get me my board.

JIM: No. I bought that board down at the village with Hannah.

MINH: Okay.

JIM: You're not taking my kite surfing board. Let go of it.

MINH: Then give me back my stuff.

JIM: I don't know where it is.

MINH: Yeah. Like everything else that belongs to me. You don't know where it is.

JIM: Nguyet, I've given you more than (inaudible)

MINH: No! Are you kidding me? That couch over there I paid for myself and left it for you.

JIM: No, you didn't. It was in this house...

MINH: Yes, I did.

JIM: No. It was from Costco.

MINH: Costco with my business card.

JIM: No.

MINH: Can you show it? Can you prove that it's from your card?

JIM: I don't have to. Let go of my board.

MINH: You don't have to?

JIM: No.

MINH: Okay. So how do you...

JIM: Let go of the board.

MINH: So how do you say that that's yours? I will get it from the Costco and I will have a truck come here and pick it up.

JIM: Okay. Do that.

MINH: Okay. Well.

JIM: No. Let go of my kite surfing board.

MINH: No.

JIM: Let go of my kite surfing board.

MINH: Get my, get my board.

JIM: I don't know where it is. Show me where it is. I'll give it to you.

MINH: This is your house. How do I know you didn't hide it?

JIM: I didn't.

MINH: Right. You're the lowest scum ever.

JIM: Thanks for the opinion.

MINH: Get out of the way.

JIM: Let go of my kite surfing board.

MINH: Get out of the way.

JIM: Let go of my hey. Hey, hey, hey, hey, hey.

MINH: Get out of my way!

JIM: Let go of my kite surfing board.

MINH: Get out of my way!

JIM: Let go of my kite surfing board.

**loud noises

JIM: You're breaking it now? Let go of my board. Let go of the board.

JIM: Oh my gosh. Let go of the board. Get out. Get out. Oh, Nguyet. You are such a baby. Get out of here. Get out of here. You're immature, a narcissistic baby. Get out.

MINH: That's funny

JIM: Get out! Get out. Get out. Get out. Get out.

***Lots of loud noise

JIM: Oh my god! Get out of here. Now!! Get out.

MINH: Go ahead.

JIM: Are you proud of yourself?

MINH: Hit me.

JIM: I would never hit you.

MINH: Really?

JIM: You're the one that hits me. You're the one that does violent things.

MINH: Really?

JIM: Get out.

MINH: Who pushed me when I was in this house?

JIM: Get out.

***loud noise

JIM: Golly, Nguyet.

***loud noise

JIM: Nguyet!!! What's wrong with you? What happened to you?

MINH: What happened to you?

JIM: to a monster

MINH: You are the monster!

JIM: Get out.

MINH: Son of a bitch.

JIM: Get out. I'm calling the police. Get out.

***Loud noise

JIM: What are you doing? Get out.

MINH: You're pushing me?

JIM: Get out! No! Hey! Get out. Ow! You just kicked me in the shin. What are you trying to damage the house?

MINH: Stop pushing me!

JIM: Get out of here.

**loud noise

JIM: Get out. Get out, Nguyet.

MINH: You are pushing me.

*** loud noises

JIM: Do you want to break something?

MINH: Give me back my stuff.

JIM: Nguyet, get away from here.

MINH: Give me back my stuff! ***LOUD NOISES

JIM: You're crazy, you're crazy.

EXHIBIT 21

EXHIBIT 21

EXHIBIT 21

TRANSCRIPT OF MARCH 20, 2020 VIDEO RECORDING

JIM: Get away, get away, get away. Get away.

JIM: Your kids watched that. You should be ashamed of yourself.

MINH: You should be ashamed of yourself. Do not push me again. Do not push me again.

JIM: I didn't push you.

MINH: You pushed me.

JIM: You're breaking things. I didn't do...

MINH: You pushed me.

JIM: I didn't touch you.

JIM: I didn't touch you.

MINH: You pushed me.

JIM: I did not touch you.

JIM: Make believe.

EXHIBIT 22

EXHIBIT 22

EXHIBIT 22

PAGE LAW FIRM

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

May 18, 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: Jim's Conduct Toward the Children

Dear Ms. Dolson:

Dr. Luong advises that Jim is violating the terms of joint legal custody again and has been abusive toward Hannah. Dr. Luong indicates that Jim has been very hostile toward Hannah since she was returned to him. Dr. Luong advises that Hannah has informed her that Jim has done the following as part of his retribution against Hannah.

1. Jim took the lock out of Hannah's bathroom
2. Jim took the lock out of Hannah's bedroom.
3. Jim took Hannah's cell phone away from her and only allows her to use the cell phone only two hours per day. There is no reason for this other than he is mad at Hannah and is taking it out on her.
4. Jim also disabled the land line at the house so Hannah can no longer call Dr. Luong from that line.
5. Jim is also following Hannah around and is recording her.

Dr. Luong further advises that on Saturday, Jim allowed Hannah to speak to her on the land line. However, in the middle of the conversation Jim yanked out the phone line from the wall so Hannah could no longer speak to her own mother.

All children need some privacy. Hannah has done nothing to deserve such treatment from Jim. Hannah is going to be going into puberty soon and as such she like all teenage girls is hypersensitive about her privacy. Taking away that feeling of privacy, and safety, is harmful to Hannah emotionally and psychologically. Furthermore, it is not lost on Hannah that Jim is taking retribution against for making the statement she did against him for the domestic violence

Sabrina Dolson, Esq.
May 18, 2020
Page 2

he committed against Dr. Luong. Hannah is the one who is most self-aware of what she did, so Jim is taking his anger out on her accordingly.

It is unacceptable for Jim to take the stance that "you will do what I say when I say it." That parenting stance may work with a 5 year old, but it does not work with a soon to be teenage girl. The children are desperately unhappy. Jim's conduct toward Hannah is Exhibit A why that is the case. If Jim wants the children to hate him and run away again and refuse to get out of the car when it is time for them to go back to him, he should continue doing what he is doing.

Joint legal custody requires that Jim not unreasonably interfere with the children's communications with Dr. Luong. By yanking the phone court out of the wall and taking away Hannah's cell phone, and continuing to record them, Jim is interfering with the children's right of privacy in communications with their mother.

Please advise Jim to cease the above described conduct immediately. This correspondence is written pursuant to EDCR 5.501.

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 23

EXHIBIT 23

EXHIBIT 23

THE DICKERSON KARACSONYI LAW GROUP

ROBERT P. DICKERSON
JOSEF M. KARACSONYI
NATALIE E. KARACSONYI
SABRINA M. DOLSON
JONATHAN S. CHUNG
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AREA CODE (702)
TELEPHONE 388-8600
FAX 388-0210

May 19, 2020

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

SENT VIA E-MAIL

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

Dear Fred:

On April 27, 2020, I sent a letter to you regarding the parent child issues Judge Ritchie directed the parties to resolve on their own at the April 22, 2020 hearing. In the letter, I addressed Jim's concerns for Hannah's behavior, which has become significantly worse since she spent five weeks with Minh. Jim requested the parties choose a psychologist to help Hannah, and respectfully suggested Bree Mullins.

Your May 18, 2020 letter is the first communication we have received since our April 27, 2020 letter. Your May 18, 2020 letter does not address any of the issues raised by Jim in his April 27, 2020 letter. Rather than address getting Hannah the help she desperately needs, Minh continues to make unwarranted false allegations of abuse. It appears Minh has no real intention of actually taking any action to help Hannah, and would rather spend time continuing to make false allegations of abuse against Jim, even despite the fact her previous false allegations of domestic abuse were properly dropped.

Minh is well aware that Hannah has been even more psychologically damaged after spending five weeks with her. Jim attempted to address the need to immediately provide Hannah with the help she needs in his April 27, 2020 letter, but he has received no response from Minh. Hannah's behavior since she returned from the five weeks with Minh has been extremely concerning. Hannah locks herself in her bedroom for most of the day. Hannah will very rarely speak to Jim civilly and is very angry with him. When Jim attempts to communicate with Hannah, she yells at him, telling him he lies, everything is his fault, he ruined everything, he does not exist, he is not her daddy, she

Fred Page, Esq.
May 19, 2020
Page 2

hates him, and she wishes he were dead. Hannah eats very little each day, which is causing Jim great concern for her health. Hannah is also not completing her school work. Hannah is not watching her school videos or completing her homework.

Jim has not been abusive or hostile toward Hannah. Jim has only taken certain precautions to ensure Hannah is safe given her threats and concerning behavior. Jim acknowledges he removed the locking mechanism from Hannah's bedroom and bathroom after she made such concerning threats. Despite removing the locking mechanisms, Jim does not enter Hannah's room without knocking. Jim also verbally requests Hannah to open the door prior to entering and only then enters Hannah's room if she refuses to open the door.

In addition, at the recommendation of Dr. Michelle Gravley, Jim has reduced the amount of time Hannah is permitted to be on her electronics given she stays in her bedroom for most of the day on her electronics. Jim has informed Hannah she is permitted to be on her cell phone for two hours each day, and can have an additional hour on her cell phone if she comes out of her bedroom and spends time with the family, as long as the additional hour with her cell phone is not spent in her bedroom. Dr. Gravley advised both parties should be limiting Hannah's time on her cell phone. Jim hopes Minh is heeding Dr. Gravley's advice as he is.

Jim has also spoken to Dr. Sirsy, Hannah's pediatrician, who also recommended Hannah's cell phone time be limited. Dr. Sirsy and Dr. Gravley have both shared their concerns for Hannah's well-being as both have noticed Hannah's affect has been very subdued, both have expressed concern regarding Hannah's eating very little, and both find it worrisome that Hannah stays in her bedroom with the curtains closed. Dr. Sirsy and Dr. Gravley each independently recommended that Hannah's cell phone time be limited to encourage her to engage with the family.

When Jim has attempted to limit Hannah's cell phone time, she has become physically violent with him. Hannah hits, slaps, and kicks Jim, and digs her fingernails into him. When Jim tries to hold her arm to prevent her from hitting him, Hannah accuses Jim of breaking her arm and strangling her. It is apparent Hannah continues to mimic Minh. Despite Hannah's physical attacks on Jim, Jim does not hit or abuse Hannah in any way. Jim has only recorded Hannah when she becomes physically violent because of her false accusations that he is breaking her arm or strangling her. Unfortunately, Jim has experienced what happens when false allegations of abuse are made, and does not know what else he can do to protect himself and his children.

The day following Jim limiting Hannah's cell phone use for the first time, Hannah's behavior actually improved. Hannah spent time with Matthew, Selena, and Jim's brother while Jim went to the store. When Jim returned from the store, Hannah continued to behave well. Hannah joined Matthew and Selena in the pool and they all played for four and a half hours in the pool. Hannah even spoke to Jim and appeared to be returning to her normal self. After the children played in the pool, Hannah returned to her bedroom with her cell phone and took a shower. Hannah's mood drastically changed after her shower, and by evening, Hannah became withdrawn, stayed in her bedroom, would not eat, and would not talk to Jim again. When Jim reminded Hannah of her cell phone limit the following morning, she reacted violently and angrily. During her temper tantrum, Hannah verbally and physically attacked Jim, turned on all of the faucets and lights in the home, lowered the air conditioner thermostats to 70 degrees, and damaged things around the house.

It is clear Hannah is extremely disturbed and inconsolable. This is not normal behavior nor is this behavior that should be addressed by limiting Jim's contact with Hannah as Minh believes. Minh's keeping the children from Jim for such a long period of time is what precipitated Hannah's decline in behavior. Minh should be just as concerned as Jim is in getting Hannah the help she needs, not using this as an opportunity to argue the children are unhappy with Jim.

Although Jim would like Hannah to see a psychologist, he has continued to make appointments with Dr. Gravley to get Hannah any help he can because he has not received a response from Minh regarding choosing a new therapist. Dr. Gravley met with Hannah once during Jim's custodial timeshare and this session went well. Minh did not schedule Hannah for a session on her first week of the week on/week off timeshare. Jim scheduled another session with Dr. Gravley for Hannah during his second custodial week since the Court temporarily modified the custodial timeshare, but Hannah refused to participate. Dr. Gravley noted she could hear Hannah screaming at Jim and refusing to get on the video call. Dr. Gravley initially tried to talk to Jim about engaging Hannah, but when it became apparent Hannah may feel the session was punishment, Dr. Gravley decided it would be best to disengage.

Thereafter, Dr. Gravley sent both parties an email with her recommendations on how to best treat Hannah. Dr. Gravley recommended that Hannah participate in therapy on a regular basis "as she has significantly regressed after the long period of time that the regular schedule was disrupted." Dr. Gravley asked both parties to support Hannah speaking to her, and specifically requested Minh to schedule an appointment during her

Fred Page, Esq.
May 19, 2020
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custodial timeshare as she believed Hannah may open up when she is not so upset. Dr. Gravley recommended Hannah attend weekly therapy sessions by video chat until she can be seen in the office, and requested both parties to follow her recommendations. To date, Minh has not scheduled any sessions for Hannah during her timeshare. Accordingly, Jim is requesting Minh follow Dr. Gravley's advice until the parties are able to mutually agree on a psychologist for Hannah. Jim has scheduled another session for Hannah with Dr. Gravley for Wednesday, May 27, 2020, during his custodial timeshare.

Jim has also become aware of additional attempts by Minh to alienate the children from him. The children, including Selena who is only six years old, have made comments to Jim about wanting to use Minh's surname. This is not something young children would even consider without being prompted. Minh needs to stop this type of behavior. Although she is angry with Jim, she is damaging the children by trying to alienate them from him.

Judge Ritchie has given Minh the opportunity to share joint physical custody and do what is in the children's best interest. It is in the children's best interest that the parties coparent to meet the children's needs, and that the parties support the children's relationship with the other parent. To relieve some of the tension and constant arguing regarding each parent's ability to communicate with the children while it is not their custodial timeshare, Dr. Gravley has suggested that the parties establish time frames on specific days of the week in which the parent who does not have custody can communicate with the children. Dr. Vahey suggests that the parent who does not have custody should be permitted to talk to each child for 10 minutes on Sundays, Tuesdays, and Thursdays, with the parent who has custody initiating a FaceTime call, if possible, or a telephone call, if FaceTime is not available, for the children and ensuring each child is available to speak to the other parent for 10 minutes. The parent who has custody would be responsible for ensuring the communication occurs.

Attached to this letter is a Stipulation and Order addressing the parent-child issues Judge Ritchie directed the parties attempt to resolve prior to the evidentiary hearing. Please review and let us know if Minh is agreeable to same. Given the urgent concerns about Hannah's health and mental well-being, please provide a response by Friday, May 22, 2020 at 5:00 p.m. as to whether Minh is agreeable to the Stipulation and Order, or would like revisions made.

Fred Page, Esq.
May 19, 2020
Page 5

In addition to the foregoing, please provide the address where Minh is residing with the children, as previously requested in the April 27, 2020 letter.

Thank you for your time and attention to this matter.

Sincerely,

/s/ Sabrina M. Dolson

Sabrina M. Dolson

cc: James Vahey

1 **SAO**
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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 **STIPULATED AND ORDER**
24 **RESOLVING PARENT CHILD ISSUES**

25 COME NOW Plaintiff, JAMES W. VAHEY (“JIM”), by and through
26 his attorneys, ROBERT P. DICKERSON, ESQ., and SABRINA M.
27 DOLSON, ESQ., of THE DICKERSON KARACSONYI LAW GROUP,
28 and Defendant, MINH NGUYET LUONG (“MINH”), by and through
her attorney, FRED PAGE, ESQ., of PAGE LAW FIRM, and hereby
stipulate and agree as follows:

IT IS HEREBY STIPULATED that neither parent shall do anything
which may estrange the minor children, Hannah Vahey, born March 19,
2009, Matthew Vahey, born June 26, 2010, and Selena Vahey, born April
4, 2014, from the other parent or impair the natural development of the
children’s love and respect for the other parent. Both parents understand

1 that parenting requires the acceptance of mutual responsibilities and rights
2 insofar as the children are concerned. Each parent agrees to communicate
3 and cooperate with the other parent with respect to all matters relating to
4 their children. The parents understand and agree that the best interests
5 of their children will be served by the parents continuing to openly and
6 freely communicate with each other in a civil manner and to cooperate
7 with each other in raising their children.

8 IT IS FURTHER STIPULATED that the parents further agree that
9 it is their intent to be and serve as “co-parents” insofar as the raising of
10 their children are concerned. In establishing such a co-parenting
11 arrangement, the parents acknowledge and agree to comply with and abide
12 by the following key principles of co-parenting:

13 1. Both parents will continue to be fully involved in making
14 major decisions about their children’s health, education, welfare, and
15 religion.

16 2. The parents will not place their children between them
17 and their conflicts. The children are to be raised jointly by the parents
18 and the parents agree to do so as two business-like partners. As such
19 business partners, when it comes to the children, they agree to be cordial
20 with each other and work out their differences in a fair and equitable
21 manner.

22 3. Both parents view themselves as having a family. Neither
23 is the custodian nor the visitor. Each has a family home and each is
24 entitled to make decisions and have a lifestyle of which the children will
25 be a part when they are in that home. Neither parent shall interfere with
26 the other parent’s lifestyle and home life, and to the contrary, each parent
27 agrees to support the other in relation to the children.

28 . . .

1 4. The parents agree that the children shall never be put
2 between the two parents in making a joint decision. Decisions shall be
3 made by the parents together and handed down to the children. The
4 children shall not be permitted to play one parent against the other.

5 5. The parents agree that communication between them
6 regarding their children is essential. The parents will regularly discuss
7 their children's needs, activities, and conditions. The parents also will
8 keep each other fully informed about significant events in their children's
9 lives.

10 6. The parents will be jointly responsible for raising their
11 children. Both parents will take part in school conferences, doctor's
12 appointments, religious education, etc.

13 7. Both parents acknowledge that they each value and
14 respect the other parent as a co-parent, regardless of their other
15 differences. Each parent also agrees that it is essential for the children to
16 have access to and involvement with both parents.

17 8. Finally, both parents agree that should differences arise
18 between them, every attempt will be made to work such differences out in
19 a fair and equitable manner, before resorting to legal action.

20 IT IS FURTHER STIPULATED that each parent shall provide the
21 other parent with the address and telephone number at which the minor
22 children reside, and to notify the other parent at least ten (10) days prior
23 to any change of address and provide the telephone number of such
24 address change as soon as it is assigned.

25 IT IS FURTHER STIPULATED that each parent shall provide the
26 other parent with a travel itinerary and, whenever reasonably possible,
27 telephone numbers at which the children can be reached whenever the
28 . . .

1 children will be away from that parent's home for a period of two (2)
2 nights or more.

3 IT IS FURTHER STIPULATED that each parent shall have
4 telephonic communication with each child for ten (10) minutes every
5 Sunday, Tuesday, and Thursday on days in which that parent does not
6 have physical custody of the children. The parent who has physical
7 custody of the children shall initiate a FaceTime call, if possible, or a
8 telephone call, if FaceTime is not available, for the children and ensure
9 each child is available to speak to the other parent for ten (10) minutes.
10 Each parent agrees that he or she will not unreasonably interfere with the
11 children's right to privacy during such telephone conversations. Each
12 parent agrees to be restrained, and is restrained, from unreasonably
13 interfering with the children's right to privacy during such telephone
14 conversations.

15 IT IS FURTHER STIPULATED that neither parent shall interfere
16 with each child's right to transport the child's clothing and personal
17 belongings freely between the parents' respective homes.

18 IT IS FURTHER STIPULATED that neither parent shall disparage
19 the other in the presence of the children, nor shall either parent make any
20 comment of any kind that would demean the other parent in the eyes of
21 the children. Additionally, each parent agrees to instruct their respective
22 family and friends that no disparaging remarks are to be made regarding
23 the other parent in the presence of the children. The parents shall take all
24 action necessary to prevent such disparaging remarks from being made in
25 the presence of the children.

26 IT IS FURTHER STIPULATED that the parents further agree to
27 communicate directly with each other regarding the needs and well being
28 . . .

1 of their children and each parent agrees not to use the children to
2 communicate with the other parent regarding parental issues.

3 IT IS FURTHER STIPULATED that the parties agree the children
4 require therapy to assist them in coping with their parents' divorce. The
5 parties mutually consent to the appointment of Bree Mullins, PSY.D., to
6 provide such therapy to the children. The parties agree to abide by Ms.
7 Mullins' recommendations as to the frequency with which each child shall
8 participate in therapy. The parties agree to cooperate in scheduling the
9 recommended therapy sessions for the children. The parties agree the
10 parent who has custody of the children when a therapy session is
11 scheduled will be responsible for transporting the children to the therapy
12 session. The parties agree to cooperate and participate in the children's
13 therapy sessions if and when recommended by Ms. Mullins. The parties
14 agree Ms. Mullins shall be permitted to report to the Court regarding the
15 children's therapy and testify in future proceedings should the Court
16 determine Ms. Mullins' testimony would be helpful in resolving any future
17 issues upon which the parties cannot agree. The parties agree to equally
18 divide the cost of the children's therapy.

19
20 _____
JAMES W. VAHEY
Plaintiff

MINH NGUYET LUONG
Defendant

21
22 DATE _____

DATE _____

23 THE DICKERSON KARACSONYI
24 LAW GROUP

PAGE LAW FIRM

25 By _____

By _____

26 ROBERT P. DICKERSON, ESQ.
27 Nevada Bar No. 000945
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28 Las Vegas, Nevada 89134
Attorneys for Plaintiff

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Attorney for Defendant

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ORDER

Based upon the foregoing Stipulation of the parties, and good cause being shown therefor:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the terms and conditions of the above Stipulation are adopted and ratified by the Court, and the same is entered as the Order of this Court.

DATED this _____ day of _____, 2020.

DISTRICT COURT JUDGE

Submitted by:
THE DICKERSON KARACSONYI
LAW GROUP

Approved as to form and content:
PAGE LAW FIRM

By _____
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Nevada Bar No. 000945
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By _____
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EXHIBIT 24

EXHIBIT 24

EXHIBIT 24

PAGE LAW FIRM

ATTORNEY AT LAW

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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

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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

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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.

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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. Gravely 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

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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 25

EXHIBIT 25

EXHIBIT 25

THE DICKERSON KARACSONYI LAW GROUP

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May 26, 2020

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SENT VIA E-MAIL

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

Dear Fred:

This letter is being sent pursuant to EDCR 5.501 and in compliance with the Court's instruction to attempt to resolve the financial issues Jim raised in his Emergency Motion for Immediate Return of the Children, Dissolution of TPO, Modification of Child Custody, Appointment of a New Therapist for the Children, an Order to Show Cause Why Defendant Should Not Be Held in Contempt, and to Resolve Other Parent Child Issues ("Emergency Motion"), filed March 27, 2020, and in his Reply to Defendant's Opposition to Plaintiff's Emergency Motion ("Reply"), filed April 15, 2020.

The Court ordered that neither party would pay child support. Findings of Fact, Conclusions of Law, Decision and Order ("Decision and Order"), entered September 20, 2019, pg. 32, lines 1-3. However, the Court entered orders confirming the parties' agreement to share equally in the cost of the children's private school tuition and related expenses. Decision and Order, pg. 32, lines 2-4. The Court specifically noted that Jim

waives child support from Minh Luong in consideration for an agreement that the parties share equally the significant private school tuition and related expenses, all medical and dental expenses for the children that are not covered by insurance, expenses for the children's extracurricular activities that the parties agree are best for the children, and tutoring or education expenses that the parties agree are best for the children.

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May 26, 2020
Page 2

Decision and Order, pg. 23, line 24, to pg. 24, line 4. Based on the foregoing, the Court ordered:

The parties agree to share equally private school tuition and related expenses, all medical and dental expenses for the children that are not covered by insurance, expenses for the children's extracurricular activities that the parties agree are best for the children, and tutoring or education expenses that the parties agree are best for the children.

Decision and Order, pg. 32, lines 2-8. The Court ordered the parties shall follow the 30/30 rule for expenses, which requires the parent who paid for the expense to provide the other parent a copy of the receipt of payment within thirty (30) days of payment, and the other parent to reimburse one-half of such expenses within thirty (30) days. Decision and Order, pg. 32, lines 7-13.

1. Children's School Tuition and School Related Expenses

Jim has complied with the Court's 30/30 rule for the children's school tuition and school related expenses, but he has not been reimbursed by Minh. Jim's assistant, Bo Bautista, initially sent an email to Minh on October 30, 2019, providing receipts for payments made for the children's private school tuition, school uniforms, and Matthew's martial arts class. See Exhibit 7 to Jim's Emergency Motion. Minh owes a total of \$15,568 to Jim for her one-half (1/2) portion of the children's school tuition for the 2019-2020 school year, which is \$1,946 per month for the months of August 2019 to March 2020. Minh's one-half portion of the children's school uniforms is \$188.84 as Jim paid \$377.67.

In addition, on January 22, 2020, Jim emailed Minh requesting she reimburse him for her one-half portion of the cost of the Challenger School applicant fees for the 2020-2021 school year, which totaled \$525, and provided her a copy of the check with which he paid these fees. See Exhibits 7 and 8 to Jim's Reply. Minh has not reimbursed Jim for her portion of the Challenger School applicant fees, which is \$262.50.

Minh has stated she will not reimburse Jim directly for one-half (1/2) the cost of the children's private school tuition; however, this is not her prerogative. After Minh informed Jim she would only pay the school directly, Jim inquired into whether the parties would be able to each have one-half (1/2) the cost of the children's tuition

automatically withdrawn from their bank accounts each month, but the school system will only allow an automatic payment from one account.

After learning this, Jim sent Minh an email on January 18, 2020, stating: “You could send a one time on line payment to the school for your half.” Emergency Motion, **Exhibit 7**. On January 22, 2020, Minh sent an email to Jim, stating: “Like I said multiple times before in my emails, I will make the payments directly to the school. I need documents from the school of the amount and the break down for each items, FROM THE SCHOOL.” See Jim’s Reply, **Exhibit 7**. Jim replied on January 24, 2020: “Please contact the school for whatever you need and whatever payment arrangements you want to set up. You still need to reimburse me for half of the applicant fees.” See Reply, **Exhibits 7 and 8**.

To date, Minh has not paid any portion of the children’s school tuition either to Jim or the school. Given the school year is now over, and Jim has paid the entirety of the school tuition, Minh must reimburse him directly. Accordingly, please have Minh reimburse Jim \$15,568 for her portion of the children’s school tuition, \$262.50 for her portion of the Challenger School applicant fee for the upcoming school year, and \$188.84 for her portion of the children’s school uniforms.

2. Children’s Extracurricular Activities

Within a week of the Court entering its Decision and Order, Minh informed Jim she no longer approved of the extracurricular activities in which the children were enrolled in Nevada and would not contribute to the cost. Minh’s position is obviously not in the children’s best interest. Minh had also previously agreed to Matthew’s participation in his martial arts class. Given the Court ordered there would not be a child support award based on the parties’ agreement to equally divide private school tuition and related expenses, all medical and dental expenses for the children that are not covered by insurance, expenses for the children’s extracurricular activities that the parties agree are best for the children, and tutoring or education expenses that the parties agree are best for the children, Minh must reimburse Jim for her one-half portion of Matthew’s martial arts class, to which she previously agreed was in Matthew’s best interest.

As stated above, Jim’s assistant, Bo Bautista, sent an email to Minh on October 30, 2019, providing the receipt for the \$460.24 payment made for Matthew’s martial

arts class. See Exhibit 7 to Jim's Emergency Motion. Minh's one-half portion of Matthew's martial arts class is \$230.12. Please have Minh reimburse Jim this amount.

3. Children's Health Insurance and Unreimbursed Medical Expenses and Minh's Health Insurance

Lastly, the Court ordered both parties to provide health insurance for the children if offered through employment. Jim provides the children health insurance for the children through his practice. Minh does not provide health insurance for the children. Accordingly, Jim is requesting Minh pay one-half of the health insurance premium Jim pays for the children. The parties separated in January 2019 and the Court's Decision and Order was entered in September 2019. From January 2019 to November 2019, the cost of the children's health insurance was \$806.91 per month (or \$268.97 per child per month). From December 2019 to the present, the cost of the children's health insurance is \$866.58 per month (or \$288.86 per child per month). Accordingly, Minh's one-half portion of the children's health insurance from January to November 2019 is \$4,438.01 ($\$806.91 \times 11/2$), and from December 2019 to June 2020 is \$3,033.03 ($\$866.58 \times 7/2$), which together totals \$7,471.04. Please have Minh reimburse Jim this amount.

For the cost of the children's health insurance from July 2020 going forward, Jim is requesting Minh pay her one-half portion of the children's health insurance by the first of the month.

In addition, Jim has requested Minh reimburse him for several medical expenses that were not covered by insurance. On December 19, 2019, Jim emailed Minh requesting she reimburse him for her one-half portion of the cost of the children's December 19, 2019 therapy session with Dr. Gravley, and provided proof of the \$175.50 payment. See Jim's Reply, Exhibit 14. Minh's one-half equals \$87.78. Minh has not reimbursed Jim.

On February 19, 2020, Jim sent Minh a text message with the receipt for Hannah's ophthalmology appointment, which cost \$125. See Jim's Reply, Exhibit 15. Minh's one-half equals \$62.50. Minh has not reimbursed Jim.

On March 3, 2020, Jim sent Minh an email requesting she reimburse him for one-half the cost of Selena's ophthalmology appointment and eye drops. See Jim's Reply, Exhibit 16. Jim paid \$70 for the ophthalmology appointment and \$15 for eye drops.

Fred Page, Esq.
May 26, 2020
Page 5

Thus, Minh's one-half equals \$35.00 and \$7.50, respectively. Minh has not reimbursed Jim.

Lastly, Jim has been paying for the full cost of Minh's health insurance since they separated in January 2019. Jim has requested Minh reimburse him for the cost, but she has refused to do so. The cost of Minh's health insurance from January 2019 through November 2019 was \$549.55 per month, which amounts to \$6,045.05 for this period. From December 2019 to the present, Minh's health insurance increased to \$590.17 per month. Thus, for the period of December 2019 to June 2020, Minh's health insurance totaled \$4,131.19. Jim is requesting Minh reimburse him for the health insurance premiums he paid from January 2019 to June 2020, which totals \$10,176.24. Jim also is requesting Minh obtain her own health insurance policy for July 2020 going forward.

Please have Minh reimburse Jim the above-listed expenses by Friday, May 29, 2020, and inform Jim whether she will contribute to the cost of their children's health insurance. Thank you for your time and attention to this matter.

Sincerely,

/s/ Sabrina M. Dolson

Sabrina M. Dolson

cc: James Vahey

EXHIBIT 26

EXHIBIT 26

EXHIBIT 26

MARITAL SETTLEMENT AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

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

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

...

WHEREAS, it is the mutual wish and desire of the parties that a full and final adjustment and settlement of their property rights, interests, and claims against each other be had, settled, and determined at the present time by this integrated Agreement; and all questions concerning the support of the parties, with the parties releasing and forever discharging each other from any liability for alimony, spousal support, and maintenance (collectively referred to in this Agreement as “alimony”), also be settled and determined in finality at this time, such provisions for alimony being an inseparable part of the property settlement and of this integrated Agreement; and

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

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

I.

ACKNOWLEDGMENT OF RECITALS AND
LIVING SEPARATE AND APART

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

B. The parties further agree that at all times hereafter it shall be lawful for each party to live separate and apart from the other, free from the marital control, interference, restraint, and authority of the other, either directly or indirectly, as if each party were sole, separate, and unmarried. Neither party shall molest, harass, disturb or malign the other to their children, or to his or her friends, neighbors, relatives, employers, employees, co-workers, agents, or any other person, in any manner whatsoever.

...

II.

CHILD CUSTODY AND CHILD SUPPORT

Pursuant to the Court’s Findings of Fact, Conclusions of Law, Decision and Order (the “Court’s Child Custody/Support Order”) enter by the Court on September 20, 2019, in the parties’ divorce case currently pending before the Court, the parties shall have joint legal custody of their three (3) minor children, with JIM having primary physical custody of the children, subject to MINH’s visitation rights as specifically set forth in the Court’s Child Custody/Support Order. A copy of the Court’s Child Custody/Support Order is attached to this Agreement as **Exhibit A**, and the same is incorporated herein by this reference as of the same were set forth in full in this Agreement.

III.

WAIVER OF ALIMONY

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

B. Each party’s waiver of any right or claim to alimony is intended to be non-modifiable by the court. Specifically, the parties agree that this provision, as well as all other provisions of this Agreement, shall be non-modifiable, and specifically state and agree that no court shall have jurisdiction of any kind over either party’s property or with respect to the terms of this Agreement to modify this or any other provision of this Agreement without the specific written consent of both parties to this Agreement.

...
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...

IV.

CONFIRMATION OF EACH PARTY'S SEPARATE PROPERTY AND DEBT

A. The parties acknowledge and agree that, pursuant to the terms of their Premarital Agreement, the parties have no community or jointly owned property, nor do they have any community or joint debt. The parties further acknowledge and agree that all property held in JIM's name, as well as all his personal property in his possession, is JIM's sole and separate property, and all debt owed by JIM is his separate debt. Similarly, the parties also acknowledge and agree that all property held in MINH's name, as well as all her personal property in her possession, is MINH's sole and separate property, and all debt owed by MINH is her separate debt.

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

C. The parties also acknowledge and agree that one party may owe the other party monies to reimburse such other party for his or her overpayment of the parties' total federal income taxes for the 2014, 2015, 2016, and 2017 tax years. Pursuant to Section XVIII of the parties' Premarital Agreement, the parties filed a joint income tax return for each of the said tax years. As the said Section XVIII of the parties' Premarital Agreement provides:

. . . Any tax obligation shall be divided proportionately based upon the taxable income earned by the respective party. In the event the parties file a joint federal income tax return for any qualifying year, the parties' accountant shall prepare calculations setting forth the amount of tax due on each party's separate property income and gains, and each party shall then be required to tender the appropriate share of the total tax due.

. . .

The parties are not certain as to exactly how much either party may owe to the other for any such overpayment of the parties' income taxes for each of the said tax years. Therefore, the parties agree to jointly retain Ty Anderson, CPA, their accountant who prepared each of the said joint federal tax returns, and Mr. Anderson shall prepare the necessary calculations to determine how much money JIM may owe to MINH or how much money MINH may owe to JIM. The parties agree that once Mr. Anderson determines the total amount of the reimbursement to which either party is entitled to receive from the other party, such amount shall be paid within ten (10) days from the date Mr. Anderson provided each party with his calculations. If it turns out that MINH owes any monies to JIM, the amount owed shall be deducted and offset from the total amount of the outstanding balance JIM owes to MINH under the MINH Promissory Notes.

D. The parties agree that all the real and personal property, and all outstanding debt, listed in Exhibit B attached to this Agreement is JIM's sole and separate property, and his separate debt, and the same should be confirmed to him as such.

E. The parties agree that all the real and personal property listed in Exhibit C attached to this Agreement is MINH's sole and separate property, and her separate debt, and the same should be confirmed to her as such.

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

balance remaining on that certain *Promissory Note* dated July 26, 2017, which original balance was \$700,000.00. The parties agree that interest and principal payments shall continue to be due and owing from JIM and MINH and shall survive the Decree of Divorce as a sole and separate obligation of JIM and his business entities. All terms and conditions of the *Forbearance Agreement* dated December 31, 2017, and the Promissory Note dated July 26, 2017, shall continue to govern.

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

H. JIM'S REVOCABLE TRUST AND HIS FAMILY PROTECTION TRUST: The parties acknowledge and agree that, during the parties' marriage, JIM created two (2) separate trusts, namely, (1) JWV Revocable Trust, and (2) JWV Family Protection Trust (collectively, "JIM's Trusts"). The parties further acknowledge and agree that all the assets held in each such trust was JIM's sole and separate property at the time he conveyed such property to the trust. MINH acknowledges and agrees that she has no interest in any property held in either of JIM's Trusts. Additionally, to the extent MINH is named in either of JIM's Trusts, including any reference to her as JIM's

“spouse,” whether as a beneficiary, trustee, successor trustee, or in any other respect, MINH relinquishes and waives any and all rights, claims, and benefits she may have under JIM’s Trusts. The parties agree that any reference in either of JIM’s Trusts to his “spouse” shall not be a reference to MINH, and MINH waives any rights, interests, or claims he may have as JIM’s spouse.

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

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

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

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

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

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

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

Each party will continue to own his or her respective ownership interest in each such parcel of real property as his or her sole and separate property. With respect to the ongoing payment of property taxes and all other costs and expenses relating to each such parcel of real property, each party shall pay his or her proportionate share of the same. At such time as either party elects to sell any of the above-referenced parcels of real property, which is owned only by the parties and is not owned with any other person or entity, they shall mutually select a realtor and place the property on the market for sale. Notwithstanding the foregoing, if only one party desires to sell any such parcel of real property that is owned by the parties with no other co-owner, the party who does not desire to sell the property at such time shall have the right to purchase the other party's ownership interest in the property under such terms that are acceptable to both parties. If the parties are unable to agree to such terms, then the parties shall mutually select a realtor and place the property on the market for sale, as provided above.

J. Notwithstanding the foregoing, the parties agree that each party shall receive the following personal property:

1. MINH shall receive as her sole and separate property, free from any claims by JIM, the sole possession and ownership in and to the following: the Audi automobile, valued at approximately \$5,000; and the Thule Luggage Rack, valued at approximately \$1,500. JIM shall cooperate with MINH and execute any car titles to

remove JIM's name from the titles within seven (7) days of MINH's presentment of the titles to JIM.

2. JIM shall receive as his sole and separate property, free from any claims by MINH, the sole possession and ownership in and to the following: the Acura automobile, valued at approximately \$2,000; and the boat dock, valued at approximately \$10,000. MINH shall cooperate with JIM and execute any car titles, bills of sales, and/or any other form of ownership certificate to remove MINH's name from the titles within seven (7) days of JIM's presentment of the deed to MINH.

V.

CHILDREN'S 529 PLANS

The parties acknowledge and agree that they currently have an account (529 account) opened for each child for the purpose of using the funds on deposit for each child's college education. The parties agree that each such account shall be divided into two (2) separate accounts (529 accounts) for each child, with MINH having one (1) such account in her name for the benefit of each child, and JIM having the other account in his name for the benefit of the child. In this regard, MINH shall be entitled to receive seventy five percent (75%) of the monies held in each child's currently existing 529 account, and JIM shall receive the remaining twenty five percent (25%) of each child's account. Such accounts to be held by each party for the benefit of each child shall continue to be held by each party in trust for the child for whom the account has been opened, and each party agrees to use the monies held in each child's account for the benefit of that child's attainment of his or her post-high school education. Each party shall be free to continue to invest monies in a child's account at his or her sole discretion.

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VI.

PROPERTY ACQUIRED IN FUTURE TO BE SEPARATE PROPERTY

Any and all property acquired by either party from and after the date of this Agreement, specifically including, but not limited to, any and all wages, salary, commissions, income, and other earnings each party receives as a result of his or her respective present or future employment, shall be the sole and separate property of the one so acquiring the same, and each of the parties hereby respectively grants to the other all such future acquisitions of property as the sole and separate property of the one so acquiring the same.

VII.

RIGHT TO DISPOSE OF PROPERTY BY WILL

Each of the parties shall have an immediate right to dispose of or bequeath by Will, living trust, or other estate planning vehicle, his or her respective interests in and to any and all property belonging to him or her from and after the date of this Agreement, and such right shall extend to all future acquisitions of property as well as to all property set over to either party under this Agreement.

VIII.

WAIVER OF INHERITANCE RIGHTS

Except as provided below, and except as may be provided by Will, Codicil, or other such testamentary instrument voluntarily executed after the date each party has signed this Agreement, the parties each hereby waive any and all right to the estate of the other left at his or her death and forever quitclaim any and all right to share in the estate of the other by the laws of succession; and the parties hereby release one to the other all rights to inherit from the other. Furthermore, the parties hereby renounce, one to the other, all right to be administrator or administratrix, executor or executrix, of the estate of the other. The parties hereby waive any and all right to the estate or any interest in the estate of the other by way of inheritance, or otherwise; for family

allowance; to a probate or other homestead upon any property of the other; and to have set aside to him or her any property of the other exempt from execution. From the date of this Agreement to the end of the world, all such waivers by each party in the estate of the other party shall be effective, and the parties shall have all the rights of single persons and maintain the relationship of such toward each other.

IX.

MUTUAL RELEASE OF OBLIGATIONS AND LIABILITIES

It is hereby mutually understood and agreed by and between the parties hereto that this Agreement is deemed to be a final and conclusive and integrated agreement between the parties. Except as specified in this Agreement, each party to this Agreement (together with their agents, representatives, assigns, and attorneys) is hereby released and absolved from any and all liabilities and obligations for the future acts and duties of the other, and each party hereby releases the other from any and all liabilities, future accounts, alimony and support, or otherwise, and all debts and obligations of any kind or character incurred by the other, except as expressly provided in this Agreement. It is the understanding and intent of the parties that this Agreement is intended to finally and conclusively settle the rights of the parties hereto in all respects arising out of their marital relationship, except as otherwise provided in this Agreement.

X.

AGREEMENT SHALL MERGE INTO DECREE OF DIVORCE

This Agreement shall be taken as a full and final property settlement agreement between the parties. The provisions of this Agreement shall be submitted for approval to the Court in the divorce action or proceeding filed with the Court, and the same shall be incorporated and merged into the Court's Decree of Divorce. This Agreement shall determine the property rights and obligations of the parties. The provisions hereof shall not be subject to modification or change at any time hereafter by any court or otherwise,

...

except by a written agreement executed by both JIM and MINH with the same formality as this Agreement.

XI.

EXECUTION OF NECESSARY DOCUMENTS

A. JIM and MINH agree to execute quitclaim deeds, stock transfers, and any and all other instruments that may be required in order to effectuate the transfer of any and all interest either may have in and to the property hereby conveyed to the other as specified in this Agreement, or as otherwise provided by the terms of this Agreement. Should either party fail to execute any such documents, this Agreement shall constitute a full and complete transfer of the interest of one to the other as provided in this Agreement, or to otherwise effectuate any provision of this Agreement. Upon failure of either party to execute and deliver any such deed, conveyance, title, certificate or other document or instrument to the other party, or as otherwise provided in this Agreement, this Agreement shall constitute and operate as such properly executed document, and the County Auditor and County Recorder and any and all other public and private officials are hereby authorized and directed to accept this Agreement or a properly certified copy thereof in lieu of the document regularly required for such conveyance or transfer.

B. JIM and MINH each agree that should either party sell any property in which the other has no right, title, or interest by virtue of this Agreement, that such other party will and shall sign any deed, contract, or other instrument necessary to perfect title to any such property so conveyed.

XII.

DISCLOSURE

Each party hereto acknowledges that he or she has read the foregoing Agreement, fully understands the contents of this Agreement, and accepts the same as fair, just, and equitable. Each party further acknowledges that there has been no promise, agreement or understanding of either of the parties made to the other, except as expressly set forth

in this Agreement, which has been relied upon by either as a matter of inducement to enter into this Agreement. Furthermore, each party hereto has had the opportunity to be independently advised by his or her attorney as to the legal effect of the terms and the execution of this Agreement.

XIII.

REPRESENTATION BY COUNSEL AND COMPLETE SETTLEMENT

A. Each party hereto stipulates with the other and warrants that he or she has had the opportunity for independent legal representation by counsel of his or her own choosing in the negotiations for and the preparation of this Agreement. MINH hereby acknowledges, represents, and warrants that she has retained Fred Page, Esq., of Page Law Firm (“MINH’s Attorney”) for the purpose of representing her in the negotiation and preparation of this Agreement. JIM hereby acknowledges, represents, and warrants that he has retained Robert P. Dickerson, Esq., of The Dickerson Karacsonyi Law Group (“JIM’s Attorney”) for the purpose of representing him in the negotiation and preparation of this Agreement.

B. Each party to this Agreement hereby understands that MINH’s Attorney represents MINH in this matter and is an advocate for MINH’s position, and that JIM’s Attorney represents JIM in this matter and is an advocate for JIM’s position. Both parties have entered into this Agreement without undue influence or coercion, or misrepresentation, or for any other cause except as specified in this Agreement.

C. JIM and MINH admit and agree that each of them has had the opportunity to discuss with independent tax counselors, other than MINH’s Attorney and JIM’s Attorney, concerning the income tax and estate tax implications and consequences with respect to the agreed upon division of properties and indebtedness, and that MINH’s Attorney and JIM’s Attorney were not expected to provide and did not provide tax advice concerning this Agreement. Each party acknowledges neither MINH’s Attorney nor JIM’s Attorney has made or is making any representations as to the tax obligations

or consequences to either party as a result of this Agreement. Each party specifically has been advised to seek independent tax advice concerning the effects of this Agreement.

XIV.

PAYMENT OF ATTORNEYS' FEES

The parties agree that each party shall pay his or her own respective attorneys' fees and costs incurred in the negotiation and preparation of this Agreement. Additionally, to the extent either party owes an outstanding amount to his or her attorney, such party further agrees to pay the remaining amount owed to his or her respective attorney(s) for all fees and costs incurred in his or her representation in the divorce proceeding filed in the Eighth Judicial District Court of the State of Nevada, in and for the County of Clark, or in any other divorce proceeding that may be commenced in the future. Each party agrees to indemnify and hold the other party harmless from any such attorneys' fees and costs incurred by such indemnifying party. Neither party shall be required to reimburse to the other party any attorneys' fee that have been paid to either party's legal counsel as of the date of this Agreement.

XV.

WAIVER OF ALL OTHER CLAIMS

A. Other than expressly set forth in this Agreement, each party agrees that he or she forever waives, releases, and discharges the other party (together with his or her agents, representatives, assigns, and attorneys) from any and all rights, claims, demands, causes of action, and damages of any kind, known or unknown, existing or arising in the future, resulting from or relating to any personal injuries, property damage, events, conduct, happenings, or actions arising at any time prior to the date of this Agreement, whether arising from or during the marriage of the parties, or prior to the marriage of the parties.

B. The parties mutually understand and agree that this Agreement is intended and deemed to be a final and conclusive agreement between the parties, and, except as

otherwise expressly provided in this Agreement, each party (together with their agents, representatives, assigns, and attorneys) is hereby released and absolved from any and all liabilities and obligations for the past acts and duties of the other party. The parties understand and agree that this Agreement is intended to settle fully, finally, and conclusively the rights of the parties hereto in all respects arising out of their marital and business relationships, and any and all other relationships between the parties, except as expressly provided in this Agreement. Such release shall specifically include, but not necessarily be limited to, all existing causes of actions that actually exist or may exist between the parties, and all causes of actions accruing during the marriage but discovered after the execution of this Agreement.

C. Each party's waiver, release, and discharge as set forth in subparagraphs A and B immediately above is an integral part of this property settlement and may not be modified. The specific releases and waivers of liability set forth above in this Section of this Agreement are intended to be in addition to the specific mutual release of obligations and liabilities set forth in Section VIII of this Agreement.

XVI.

ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the parties, and there are no representations, warranties, covenants, or understandings other than those expressly set forth in this Agreement. The parties expressly agree that any and all other agreements which may have been made between the parties prior to the date of this Agreement, whether written or oral, shall be null and void upon the execution of this Agreement. The parties further represent and agree that no warranties or representations, whether written or oral, except as may be expressly provided in this Agreement, have been made by either party to the other to induce the execution of this Agreement, and the parties agree that this Agreement contains their entire agreement. Furthermore, this Agreement may not be changed, modified, or terminated orally, and

any such change, modification, or termination may only be made by a written instrument executed by the parties with the same formality as this Agreement. No written agreement to change, modify, or terminate this Agreement need be supported by any consideration, and each party hereby waives the defenses of part performance, estoppel, and similar defenses, whether legal or equitable. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, and assigns of each of the parties.

XVII.

EFFECT OF PARTIAL INVALIDITY

If any term, provision, promise, or condition of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

XVIII.

ENFORCEMENT OF AGREEMENT

If either party institutes any action or proceeding to enforce, or for the breach of any of the terms of this Agreement, or any of the terms or orders of a decree of divorce relating to this Agreement, or if either party contests the validity of this Agreement or challenges or claims that this Agreement is not enforceable, then the prevailing party shall be entitled to recover his or her attorneys' fees and costs from the other party. In any such action or proceeding, the prevailing party shall be entitled to recover all attorneys' fees and costs incurred by that party, regardless of whether the action or proceeding is prosecuted to judgment. This shall include attorneys' fees and costs incurred by a party defending a claim or suit necessitated by the other party's failure to indemnify as required in this Agreement.

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XIX.

NO PARTY DEEMED DRAFTER

The parties agree that neither party shall be deemed to be the drafter of this Agreement. In the event this Agreement is ever construed by a court of law or equity, such court shall not construe this Agreement or any provision hereof against either party as the drafter of the Agreement. The parties further hereby acknowledge and agree that both have contributed substantially and materially to the preparation of this Agreement.

XX.

GOVERNING LAW

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

XXI.

CUMULATIVE EFFECT

The parties' rights and remedies hereunder shall be cumulative, and the exercise of one or more shall not preclude the exercise of any other(s).

XXII.

COUNTERPARTS

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

XXIII.

VERIFICATION

A. Each party agrees that he or she has read this Agreement in its entirety prior to his or her execution of this Agreement, and fully understands the same.

...

B. Each party further agrees that he or she has disclosed fully the nature and extent of all his or her assets and debts, whether community, joint, or separate, and all such assets and debts are accounted for in, and divided and distributed by this Agreement.

C. Each party further acknowledges and agrees that, prior to his or her execution of this Agreement, he or she independently has consulted with counsel of his or her choice and has received independent counsel's advise pertaining to his or her rights and obligations set forth in this Agreement.

D. Each party further acknowledges and agrees that he or she fully understands that this Agreement is a full and final settlement of rights and obligations pertaining to the matters addressed in and resolved by this Agreement.

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

MINH NGUYET LUONG

JAMES W. VAHEY

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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

Notary Public

ATTORNEY CERTIFICATION

I, the undersigned hereby certifies that I am an attorney at law, duly licensed and admitted to practice in the State of Nevada; that I have been employed and compensated by MINH NGUYET LUONG, a party to this Marital Settlement Agreement (“Agreement”), and that I have advised such party with respect to this Agreement and explained to her the legal effect of it; and that MINH NGUYET LUONG has acknowledged to the undersigned her full and complete understanding of the Agreement and its legal consequences, and has freely and voluntarily executed the Agreement in my presence.

PAGE LAW FIRM

By _____

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

I, the undersigned hereby certifies that I am an attorney at law, duly licensed and admitted to practice in the State of Nevada; that I have been employed and compensated by JAMES W. VAHEY, a party to this Marital Settlement Agreement (“Agreement”), and that I have advised such party with respect to this Agreement and explained to him the legal effect of it; and that JAMES W. VAHEY has acknowledged to the undersigned his full and complete understanding of the Agreement and its legal consequences, and has freely and voluntarily executed the Agreement in my presence.

THE DICKERSON KARACSONYI
LAW GROUP

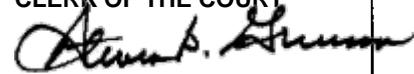
By _____

ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for JAMES W. VAHEY

EXHIBIT A

EXHIBIT A

EXHIBIT A



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DISTRICT COURT
CLARK COUNTY, NEVADA

JAMES W. VAHEY,)
)
Plaintiff,)
)
vs.)
)
MINH NGUYET LUONG,)
)
Defendant.)

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

FINDINGS OF FACT,
CONCLUSIONS OF LAW,
DECISION AND ORDER

Dates of Hearing: August 8, 2019, September 5, 2019, September 11, 2019
Time of Hearing: 9:00 a.m. – 5:00 p.m., 9:00 a.m. – 5:00 p.m., 1:30 – 5:00 p.m.

This matter came on for evidentiary hearing before Art Ritchie, District Court Judge, Family Division, Department H. James Vahey was present and represented by his attorneys, THE DICKERSON KARACSONYI LAW GROUP, and Robert P. Dickerson, Esq. and Sabrina M. Dolson, Esq. Minh Luong was present and represented by her attorneys, KAINEN LAW GROUP, and Neil M. Mullins, Esq. The court reviewed the papers and pleadings on file, the evidence

1 admitted at the hearing, and for good cause, makes the following findings of fact,
2 conclusions of law, decision and order.

3 **I. STATEMENT OF THE CASE**

4 This matter is a pre-judgment custody dispute arising out of this divorce
5 case. This court was asked to resolve both parties' claims for legal and physical
6 custody, and Minh Luong's motion for an order allowing her to remove the
7 parties' minor children from Nevada to California over James Vahey's objection.
8

9 James Vahey, age 56, and Minh Luong, age 46, were married in
10 Henderson, Nevada on July 8, 2006. Three children were born the issue of their
11 relationship, Hannah Vahey, who was born on March 19, 2009, Matthew Vahey,
12 who was born on June 26, 2010, and Selena Vahey, who was born on April 4,
13 2014.
14

15 James Vahey filed a Complaint for Divorce on December 13, 2018,
16 seeking a divorce on no-fault grounds of incompatibility. James Vahey alleged in
17 his complaint that the Plaintiff and the Defendant are proper persons to be
18 awarded joint legal and joint physical custody of their children. Minh Luong filed
19 an Answer and Counterclaim for Divorce on January 11, 2019. Minh Luong
20 alleged in her counterclaim that the Plaintiff and the Defendant are proper persons
21 to be awarded joint legal custody. Minh Luong alleged that it is in the best
22 interest of the children that she have primary physical custody, and she seeks
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1 permission to remove the children from Nevada to California. James Vahey
2 opposes the request to remove the children from Nevada.

3 Minh Luong filed a motion to resolve parent/ child issues, for removal, for
4 support, and for other relief on January 29, 2019. The motion was set for hearing
5 on March 12, 2019. James Vahey filed his opposition and countermotion on
6 February 20, 2019. Minh Luong's reply to opposition and opposition to
7 countermotion was filed on March 5, 2019.
8

9
10 The parties' motions were heard on March 12, 2019. On that date, both
11 parties appeared with counsel. The court ordered that the parties share joint legal
12 and joint physical custody of the children pending an evidentiary hearing. The
13 court's temporary order provided that James Vahey have custodial responsibility
14 from Monday at 9:00 a.m. to Wednesday at 9:00 a.m., and that Minh Luong have
15 custodial responsibility from Wednesday at 9:00 a.m. to Friday at 9:00 a.m. The
16 court ordered the parties alternate weekends defined as Friday at 9:00 a.m. to
17 Monday at 9:00 a.m. The court set a discovery schedule and continued the case
18 management conference to May 28, 2019. The Order from the March 12, 2019
19 hearing was filed on May 2, 2019.
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23 On May 31, 2019, the court entered an order setting the matter for
24 evidentiary hearing on August 8, 2019. The court held an evidentiary hearing on
25 August 8, 2019, September 5, 2019, and September 11, 2019. The court received
26 documentary proof and heard the testimony from six witnesses, Hieu Luong,
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28

1 Minh Luong, James Vahey, Richard Landeis, Bowena Bautista, and Imelda
2 Vahey. This court concludes that the evidence presented at the hearing was
3 sufficient for the court to decide the custody issues in this case.
4

5 **II. FINDINGS AND CONCLUSIONS**

6 This court has custody jurisdiction and personal jurisdiction over the
7 parties to this case because of their general appearance and their connections and
8 contact with Nevada. Both parties are residents of Clark County, Nevada.
9 Minh Luong owns a residence in Nevada and California, and since the parties'
10 separation in January, 2019, she has spent time at both residences. Nevada is the
11 home state of the parties' minor children pursuant to the UCCJEA as adopted in
12 the Nevada Revised Statutes.
13
14

15 **A. CHILD CUSTODY**

16 Child custody orders necessarily address legal custody, which is an
17 expression of parental rights, and physical custody, which is an expression of
18 child placement and custodial responsibility. There is a presumption in Nevada
19 that parents share parental rights through joint legal custody, and a preference that
20 parents share joint physical custody through a parenting plan that affords parents
21 meaningful time and responsibility for minor children for at least 146 days of the
22 year. If a court has not made a determination regarding the custody of a child,
23 each parent has joint legal and joint physical custody of the child until otherwise
24 ordered by a court of competent jurisdiction. NRS 125C.0015 (2).
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1 This court has been asked to establish physical custody orders incident to
2 divorce, and to order the removal of the three minor children from Nevada to
3 California. In considering this request, the court is required to consider the best
4 interest of the children. In any action for determining physical custody of a
5 minor child, the sole consideration of the court is the best interest of the child.
6 NRS 125C.0035 (1). In removing the children from the jurisdiction where the
7 children currently live, the best interest of the children should also be the
8 paramount judicial concern. *Schwartz v. Schwartz*, 107 Nev. 378, 383, 812 P.2d
9 1268, 1271 (1991).
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13 The court, with this pre-judgment custody order, makes an order that it
14 finds is in the children's best interest.

15
16 **1. Legal Custody**

17 NRS 125C.002 provides, in part, that when a court is making a
18 determination regarding the legal custody of a child, there is a presumption,
19 affecting the burden of proof, that joint legal custody would be in the best interest
20 of a minor child if: (a) The parents have agreed to an award of joint legal custody
21 or so agree in open court at a hearing for the purpose of determining the legal
22 custody of the minor child.
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25 Joint legal custody has been the order in this case by agreement, and it is
26 not at issue in these pre-judgment proceedings. The parties have both pled and
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28

1 agreed that they should share the legal rights and responsibilities of raising the
2 children jointly.

3 **2. Physical Custody**

4 **NRS 125C.001**, provides, in part, that the Legislature declares that it is the
5 policy of this State to ensure that minor children have frequent associations and a
6 continuing relationship with both parents after the parents have ended their
7 relationship, become separated, or dissolved their marriage.
8

9 **NRS 125C.0015 Parents have joint custody until otherwise ordered
10 by court.**

11 1. The parent and child relationship extends equally to every child and to
12 every parent, regardless of the marital status of the parents.
13

14 2. If a court has not made a determination regarding the custody of a
15 child, each parent has joint legal custody and joint physical custody of the
16 child until otherwise ordered by a court of competent jurisdiction.

17 This divorce case requires the establishment of a physical custody order. Minh
18 Luong seeks an order granting her primary physical custody of the children, and
19 she seeks an order allowing her to remove the children to Irvine, California over
20 James Vahey's objection. Minh Luong had the burden to prove that it is in the
21 children's best interest that she have primary physical custody. Based on the
22 findings below, the court concludes that Minh Luong did not provide sufficient
23 proof to support a conclusion that she have primary physical custody. The
24 evidence supports a conclusion that it is in the best interest of the children that the
25 parties share joint physical custody.
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1 **3. Removal to Irvine, California**

2
3 Minh Luong seeks an order allowing her to remove the children from
4 Nevada to Irvine, California. Minh Luong has the burden to prove that it is in the
5 children’s best interest to be removed from Nevada to Irvine, California, over
6 their father’s objection. Even though the court concluded that Minh Luong did
7 not provide sufficient proof to have primary physical custody, the court evaluated
8 the move request factors found in NRS 125C.007. Based on the findings below,
9 the court concludes that Minh Luong did not provide sufficient proof to support a
10 removal of the children to California.
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14 **B. MINH LUONG’S MOTION FOR PRIMARY PHYSICAL**
15 **CUSTODY AND FOR PERMISSION TO RELOCATE WITH**
16 **THE CHILDREN TO IRVINE, CALIFORNIA**

17 Nevada statutes and case law provide that the district court has broad
18 discretion concerning child custody matters. *Rooney v. Rooney*, 109 Nev. 540,
19 853 P.2d 123 (1993). This pre-judgment evidentiary hearing establishes the
20 legal and physical custody orders for the parties’ divorce judgment.

21 **1. Best Interest Findings**

22 The “best interest” standard applies when parents seek to establish a
23 physical custody order. In a contested case, the district court weighs factors that
24 may affect the consequence of placement. Factors the court considers are found
25 in statutes and in decisional law.
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1 James Vahey has lived in Clark County, Nevada since 1995. James Vahey
2 is an orthopedic surgeon, and has practiced medicine in Nevada for twenty four
3 years. Dr. Vahey testified that he has a busy practice but that he has some control
4 over his patient and surgery schedule. Dr. Vahey testified that his office is
5 located a few miles from the children's school, and that he organizes his work
6 schedule to accommodate his custodial obligations. Bowena Bautista, Dr.
7 Vahey's practice manager, testified that Dr. Vahey sees patients on Mondays and
8 Wednesdays from approximately 9:00 a.m. – 2:00 p.m., and on Fridays from 9:00
9 a.m.–11:00 a.m. Dr. Vahey's surgeries are scheduled on Tuesdays and Thursdays.
10 Dr. Vahey testified that he earns approximately \$700,000 per year from
11 employment.
12

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14
15 Minh Luong has lived in Clark County, Nevada since 2001. Minh Luong
16 is a dentist, and has practiced in Nevada for eighteen years. Dr. Luong is the
17 owner of Tooth Fairy Dental. The business has an office located in Las Vegas,
18 Nevada, and in Henderson, Nevada. Dr. Luong's sister, Hieu Luong worked in
19 the dental offices for approximately five years. Hieu Luong testified that Dr.
20 Luong worked three to four days per week at the dental offices during the time
21 that she worked there. Dr. Luong testified that she worked two to three days a
22 week during the marriage, and she currently works two days per month, every
23 other Wednesday, and she has hired two staff dentists to work her practice. Dr.
24 Luong testified that she plans to retire and have associates run the practice, or sell
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1 the practice. Dr. Luong testified that she earns approximately \$1,000,000 per
2 year, and she would earn between \$700,000 and \$800,000 per year if she
3 employed other dentists to run the practice.
4

5 Minh Luong has owned a home in Las Vegas, Nevada since 2002. The
6 parties lived in James Vahey's home located at Lake Las Vegas in Henderson,
7 Nevada, from 2006 until January, 2019. Minh Luong testified that in January,
8 2019, she moved into her Las Vegas, Nevada home, and she and the children
9 spend her custodial time there.
10

11 In October, 2017, Minh Luong purchased a home in Irvine, California.
12 Minh Luong testified that the parties had discussed moving to California during
13 the marriage, and there was an express agreement or tacit understanding that the
14 parties would retire and move to California. James Vahey disputed this claim.
15 The court concludes that the parties did not reach an agreement to move to
16 California, even though Minh Luong purchased a separate property home there in
17 2017. In support of this conclusion, the court finds that neither party has retired
18 or sold their practice. The parties' marital difficulties predated Minh Luong's
19 purchase of a home in Irvine, California. Minh Luong testified that prior to
20 2017, she and her husband were parties in a civil suit concerning an investment.
21 Minh Luong testified that after the case was settled, she was hurt and angry, and
22 she told James Vahey that she was going to purchase a home in California, and he
23 could follow her there if he wanted. Minh Luong testified that she discussed
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1 moving the family to California many times with James Vahey. Minh Luong
2 testified that in an April, 2018 meeting with a therapist, James Vahey told her he
3 was not on board with moving to California.
4

5 The court finds that both parties are dedicated to raising their children.
6 Married couples often establish a division of labor that is related to the parties'
7 routines and interests. Both parents in this case have demanding jobs, and they
8 both have successfully guided their busy family through the rigors of raising three
9 children. Both parents have been involved in managing the children's daily
10 routines, sharing responsibilities for supervision, guidance, and education. Minh
11 Luong's allegation that James Vahey was a disengaged or neglectful parent, or
12 that she was the primary parent or the more suitable parent, was not credible, and
13 was not supported by sufficient proof. Minh Luong's testimony in this regard,
14 and these allegations were contradicted by documentary proof and witness
15 testimony that was credible. Hieu Luong, Richard Landeis, Bowena Bautista, and
16 Imelda Vahey testified that James Vahey was an active, engaged parent. James
17 Vahey testified that Minh Luong was an exceptional parent.
18
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21

22 NRS 125C.0035 (4) sets forth factors that courts are required to consider as
23 part of the balancing test. This court, in evaluating this custody dispute,
24 considered the applicable statutory factors and the decisional law factors.
25

26 Specifically:

27
28 **(a) The wishes of the child if the child is of sufficient age and capacity
to form an intelligent preference as to his or her physical custody.**

1 Hannah Vahey is ten (10) years of age, Matthew Vahey is nine (9) years of
2 age, and Selena Vahey is five (5) years of age. None of the children are of
3 sufficient age to form a preference.
4

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

6 The court is considering custodial placement only with the parents. This
7 factor is not an applicable factor.
8

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

12 The court finds that James Vahey is more likely to allow the children to
13 have a frequent and continuing relationship with the other parent. The court has
14 concerns that Minh Luong's negative attitude towards James Vahey that stems
15 from his refusal to allow her to move the children to California has caused her to
16 negatively influence the relationship between the children and their father.
17 Evidence was presented at the hearing that showed Minh Luong has discussed
18 this dispute with the parties' children. James Vahey's account of the events in
19 August, 2019 when Hannah was upset and crying on the first day of school was
20 credible. James Vahey testified that Minh Luong told him in the presence of the
21 children that he had forced the kids to go to school in Nevada instead of Irvine
22 where he promised, and said to him, in front of the children, that he misled all of
23 us. Evidence was presented that supports a finding that Minh Luong encouraged
24 Hannah and Matthew to discuss the move to California with their father. Minh
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1 Luong testified that when asked by the children about moving to California, she
2 told the children to ask their dad. James Vahey testified that shortly after the
3 separation, Selena, age 4, told him at a custody exchange that mommy told me to
4 tell you to let her stay with her all of the time. This dialog shows poor judgment
5 and has the potential to alienate the children from their father.
6

7
8 Minh Luong alleged that James Vahey was a good father when he was
9 around, that he did not support the children's emotional needs, and discounted his
10 contributions to their schooling and extracurricular activities. Conversely, James
11 Vahey alleged that it was in the best interest of the children for both parents to
12 share physical custody. James Vahey complimented Minh Luong's parenting and
13 dedication to the children. Of the two parents, James Vahey is less likely to
14 undermine or interfere with the parent-child relationship. The court concludes
15 that James Vahey is more likely to foster and encourage a healthy relationship
16 between the children and the other parent.
17
18

19
20 **(d) The level of conflict between the parents.**

21 The parties have moderate conflict. Minh Luong's decision to seek
22 primary physical custody and removal of the children from Nevada was a catalyst
23 for the filing of this divorce case. Removal disputes within a divorce case can
24 create significant conflict. James Vahey testified that Minh Luong does not speak
25 to him verbally, even in front of the children. Minh Luong insists on texting as
26 the mode of communication between the parties. The court reviewed text
27
28

1 communications admitted into evidence. These communications were rational,
2 devoid of foul language or personal attacks. The court concludes that the parties
3 communicate well enough to address the children's daily needs. The parties
4 disagreed on the frequency of extracurricular activities of the children, and had
5 disagreements concerning parenting style, but both parties demonstrated a
6 commitment to communicate for the benefit of the children.
7

8
9 **(e) The ability of the parents to cooperate to meet the needs of the**
10 **child.**

11 The evidence supports a finding that the parties have the ability to
12 cooperate to meet the needs of the children. During the marriage, the parties
13 coordinated busy work schedules and busy parenting schedules. Despite the fact
14 that Minh Luong testified she cannot co-parent with James Vahey, they have
15 cooperated to meet the needs of the children.
16

17 **(f) The mental and physical health of the parents.**
18

19 The court finds that both parties are mentally and physically fit to care for
20 the children.
21

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

23 The children are school age. They attend the Challenger School located in
24 Las Vegas, Nevada. The children are in important developmental stages that
25 requires the support of both parents. Neither parent presented evidence that the
26 children have anything but normal physical, developmental, or emotional needs.
27

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

1 The court finds that the children are well-adjusted with a loving
2 relationship with both parents. There was ample evidence showing that Minh
3 Luong and James Vahey participated in many activities with the children, and that
4 both were engaged in the children's schooling, and extracurricular activities.
5

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

7 The court concludes that the sibling relationship is important to maintain.
8
9 Neither parent suggested a parenting plan that would separate the children from
10 each other.

11
12 **(j) Any history of parental abuse or neglect of the child or a sibling of
the child.**

13 The court finds that neither party proved parental abuse or neglect of the
14 children.
15

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

18
19 The court finds that neither party provided sufficient proof that the other
20 parent engaged in an act of domestic violence against the children or against any
21 person living with children.
22

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

25 The court finds that neither party proved that the other parent engaged in an
26 act of abduction of the children.
27

28 ////

1 **Best Interest Conclusion**

2 The court concludes that it is in the best interest of the children that the
3 parties share joint physical custody. A joint physical custody order is only
4 possible if the parties live near one another. Minh Luong testified that she will
5 decide to live in Irvine, California after the divorce, regardless of the outcome of
6 her custody and removal request. If she moves to California, Minh Luong cannot
7 share joint physical custody, and James Vahey shall have primary physical
8 custody by default.
9

10
11 Based on NRS 125C, when the court concludes that a party fails to make a
12 case for primary physical custody, the secondary request for removal fails.
13 However, because the removal considerations overlap the best interest
14 considerations, the court made findings on the removal request.
15

16
17 **1. Removal Findings**

18 For the purpose of considering this removal request, the parties have joint
19 physical custody. NRS 125C.0015 (2) provides, in part:
20

21 If a court has not made a determination regarding the custody of a child,
22 each parent has joint legal custody and joint physical custody of the child
23 until otherwise ordered by a court of competent jurisdiction.

24 125C.0065 provides, in part,

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

1 parent shall, before relocating: (a) Attempt to obtain the written consent of
2 the non-relocating parent to relocate with the child; and (b) If the non-
3 relocating parent refuses to give that consent, petition the court for primary
4 physical custody for the purpose of relocating.

5 Removal of a minor child from Nevada by the custodial parent is a separate
6 and distinct issue from child custody. However, some of the same factual and
7 policy considerations overlap. In removing the child from the jurisdiction where
8 the child currently lives, the best interest of the child should also be the
9 paramount judicial concern. *Schwartz v. Schwartz*, 107 Nev. 378, 383, 812 P.2d
10 1268, 1271 (1991). Determination of the best interest of a child in the removal
11 context necessarily involves a fact-specific inquiry and cannot be reduced to a
12 rigid "bright line" test. *Schwartz* at 1270, (citing *In re Marriage of Eckert*, 518
13 N.E. 2d 1041, 1045 (Ill. 1988), and *Cooper v. Cooper*, 491 A.2d 606, 614-15
14 (N.J. 1984)).

15 The court considered the proof and the factors to be weighed by the court
16 found in NRS 125C.007.

17 **NRS 125C.007 1 (a)**
18 **There exists a sensible, good-faith reason for the move, and the move is**
19 **not intended to deprive the non-relocating parent of his or her**
20 **parenting time;**

21 The court finds that Minh Luong was sincere in her desire to move to
22 Irvine, California, but concludes that her decision to move is not sensible because
23 joint physical custody is in the best interest of these children, and because the
24 move would deprive James Vahey of the opportunity to share joint physical
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1 custody of the children. The court concludes that it is in the best interest of the
2 children for their parents to live near enough to each other to share physical
3 custody.
4

5 Minh Luong testified that she has nine sensible, good faith reasons for the
6 move. They are: (1) The Irvine, California public school is better than the
7 children's Nevada school; (2) Irvine, California is a better community than
8 Henderson, Nevada; (3) Irvine, California is more child friendly than Henderson,
9 Nevada; (4) Irvine, California has better weather than Henderson, Nevada; (5)
10 There is better family support in Irvine, California compared to Henderson,
11 Nevada; (6) The children would be raised by Minh Luong 24/7 in Irvine,
12 California; (7) There are better opportunities for the children in Irvine, California
13 compared to Henderson, Nevada; (8) There are better opportunities for
14 extracurricular activities for the children in Irvine, California compared to
15 Henderson, Nevada; and (9) There are cultural advantages in Irvine, California
16 compared to Henderson, Nevada, because there is a greater Vietnamese
17 population.
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22 Many of these reasons are subjective, and the court accepts that Minh
23 Luong is sincere in her belief that these reasons are sensible. The evidentiary
24 hearing lasted two and one-half days. The court heard several hours of testimony,
25 and yet did not receive sufficient proof to support a favorable finding on these
26 reasons. Minh Luong did not prove that the public school in Irvine, California is
27
28

1 better for the children than the Challenger private school where the children
2 currently attend. The court concludes that Minh Luong did not prove that Irvine,
3 California is a better community, is more child friendly, has better weather, has
4 better family support, has better opportunities for the children, has better
5 extracurricular activities for the children, or has cultural advantages compared to
6 Henderson, Nevada. Regarding the reason that the move would benefit the
7 children by being raised by Minh Luong 24/7 in Irvine, California the findings in
8 this order show that the court does not conclude that this is sensible or an
9 advantage for the children.
10
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13 The court finds that Minh Luong's intention to move is, in part, to deprive
14 James Vahey of his parenting time. She suggested that the children would be
15 better served by being raised by Minh Luong 24/7 in Irvine, California. Minh
16 Luong testified that she has been unhappy living in Las Vegas, Nevada for years.
17 Minh Luong testified that she has been trying to persuade James Vahey to move
18 to California since 2015. Between 2015 and 2017, the parties looked at vacation
19 homes in California. After the civil suit was resolved in July, 2017, Minh Luong
20 told James Vahey that he did not care about her, and she was going to purchase a
21 home in California, and you can follow if you want. James Vahey testified that
22 later in July, 2017 he told Minh Luong he was not on board with her plan to move
23 to Irvine, California. Minh Luong then purchased the home in California in
24 October, 2017. The parties continued to live in the marital residence in
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1 Henderson, Nevada throughout 2017 and 2018. Minh Luong testified that in a
2 therapy session in April, 2018 James Vahey again told her that he was not on
3 board with her moving to California with the children. The court is concerned
4 that Minh Luong's decision to live in California is intended to create a distance
5 between the parties, and to create a distance between the children and their father,
6 to avoid the sometimes tedious and inconvenient aspects of co-parenting.
7

8
9 Both parents have significant financial independence. Minh Luong and
10 James Vahey have separate property and substantial income that give them
11 parenting options that many parties cannot afford.
12

13 The court concludes that the move to Irvine, California is not sensible
14 because it eliminates the ability of the parties to share the children jointly, and
15 because Minh Luong provided insufficient proof to show that the decision to live
16 in Irvine, California is sensible. Even though the court concludes that Minh
17 Luong did not prove a sensible, good faith reason for the move, the court
18 considered the proof concerning the other factors found in NRS 125C.007, in the
19 event Minh Luong's reason for moving is sensible and made in good faith.
20
21

22 **NRS 125C.007 1 (b)**

23 **The best interests of the child are served by allowing the relocating**
24 **parent to relocate with the child;**

25 The court concludes that the children's best interests are not served by
26 allowing Minh Luong to relocate with them to Irvine, California. In support of
27 this conclusion, the court references the best interest findings made in this order.
28

1 The court concludes that the children's best interest would be served by the
2 parties sharing joint physical custody.

3 **NRS 125C.007 1 (c)**

4 **The child and the relocating parent will benefit from an actual**
5 **advantage as a result of the relocation.**

6 Minh Luong did not show that her decision to move to Irvine, California
7 was for her economic advantage. The court finds that Minh Luong was sincere
8 that she prefers Irvine, California to Nevada. This opinion or preference is
9 subjective, however, and was not proven by the presentation of sufficient
10 evidence.
11

12 **NRS 125C.007 2 (a)**

13 **The extent to which the relocation is likely to improve the quality of**
14 **life for the child and the relocating parent;**

15 The court finds that Minh Luong did not prove that the move to Irvine,
16 California improves the children's quality of life. Minh Luong testified that she
17 thought the schools and environment was better for the children in Irvine,
18 California. Her testimony was the evidence offered to the court. The court
19 concludes that she did not prove that schools in Irvine, California were better than
20 the children's current school in Las Vegas, Nevada, or that the children's
21 opportunities and environment would be better in Irvine, California.
22
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25 **NRS 125C.007 2 (b)**

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

1 It is Minh Luong's burden to show that her motives are honorable and not
2 designed to defeat James Vahey's custody rights. The court concludes that she
3 provided insufficient proof of this critical element. The court finds that Minh
4 Luong's motives for the move are suspect, and finds that the move would
5 frustrate and limit James Vahey's opportunity to share custody of the children.
6

7 The court was unpersuaded that a move to California is best for the
8 children. The court finds that Minh Luong did prove that her home in Irvine,
9 California is larger and more appealing than her home in Las Vegas, Nevada. It
10 was built in 2017, and the photographs of the home admitted into evidence show
11 that it is a beautiful home. Minh Luong described her Las Vegas, Nevada home
12 where she has exercised her custodial time since January, 2019 as a rental home.
13
14

15 **NRS 125C.007 2 (c)**

16 **Whether the relocating parent will comply with any substitute**
17 **visitation orders issued by the court if permission to relocate is**
18 **granted;**

19 Both parties have followed the court orders that were entered in March,
20 2019 while this matter was pending, and the parties have shared physical custody
21 of the children. The court concludes that both parties will comply with the
22 custody orders that will be entered in this case.
23

24 **NRS 125C.007 2 (d)**

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

1 The court finds that James Vahey's motives are honorable in opposing the
2 request to remove his children to Irvine, California. James Vahey cannot
3 maintain a joint physical custody schedule with the children if they live in
4 California. The children are school age, and his custodial time would be limited
5 to school breaks. The court finds that removal of the children would reduce his
6 time by a significant percentage each year, but more importantly, would change
7 the character of his time with the children.
8
9

10 **NRS 125C.007 2 (e)**

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

15 Both parents would have a custody or visitation schedule that would
16 preserve the parental relationship between the children and the other parent, if one
17 parent lives in Clark County, Nevada and one parent lives in Irvine, California.
18 The parent who does not have primary physical custody would have a material
19 reduction in custodial time and a material diminution in custodial responsibility.
20

21 **NRS 125C.007 2 (f)**

22 **Any other factor necessary to assist the court in determining whether**
23 **to grant permission to relocate.**

24 Without Minh Luong's settled purpose to leave Clark County, Nevada to
25 live in Irvine, California, the evidence in this case supports a conclusion that the
26 parties should share joint physical custody. Minh Luong's decision to move to
27 Irvine, California requires the court to fashion a primary/secondary custodial
28

1 schedule. Minh Luong should be afforded some reasonable time to consider the
2 effect of this decision in order and take the necessary steps to preserve her joint
3 physical custody rights. The court is directing the parties to submit a divorce
4 judgment by October 18, 2019. If, after considering this decision, and prior to
5 the entry of the divorce judgment, Minh Luong elects to remain in Clark County,
6 Nevada, the parties should notify the court of their intention to share joint legal
7 and joint physical custody of the children. The court shall accept the parties' joint
8 physical custody agreement, or shall place the matter on calendar to establish a
9 joint physical custody schedule. If Minh Luong's settled purpose to live in Irvine,
10 California remains unchanged, James Vahey shall become the primary physical
11 custodian.
12
13
14

15 **C. CHILD SUPPORT**
16

17 There are financial implications to this custody order. Both parents have
18 an obligation to support their children pursuant to NRS 125B.020. The
19 obligation to support three children is 29% of the obligor's gross monthly income
20 pursuant to NRS 125B.070. Both parties testified that they earn in excess of
21 \$700,000 per year from employment. The parties agree that because of their
22 significant incomes, neither party shall pay child support to the other parent.
23 James Vahey specifically waives child support from Minh Luong in consideration
24 for an agreement that the parties share equally the significant private school
25 tuition and related expenses, all medical and dental expenses for the children that
26
27
28

1 are not covered by insurance, expenses for the children's extracurricular activities
2 that the parties agree are best for the children, and tutoring or education expenses
3 that the parties agree are best for the children.
4

5 The court finds that this child support agreement and order complies with
6 Nevada law.

7 **D. ATTORNEYS FEES / COSTS**
8

9 The Nevada Supreme Court held that factors found in *Brunzell v. Golden*
10 *Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969) apply to family
11 law cases. Two requirements must be met before making an attorney's fees
12 award:
13

- 14 (1) There must be a legal basis for the award. Fees must be allowed
15 by an express or implied agreement or when authorized by statute
16 or rule; and
17 (2) Fees must be appropriate and reasonable. Courts must consider:
18 (a) The qualities of the advocate;
19 (b) The character and difficulty of the work performed;
20 (c) The work actually performed; and
21 (d) The result obtained.

22 *Miller v. Wilfong*, 121 Nev. Adv. Op. 61, 119 P.3d 727 (9/22/2005).

23 **a. NRS 18.010 and EDCR 7.60 (b)**

24 While there is a legal basis in statutes for an award of attorney's fees and
25 costs, this court concludes that the claim pursuant to NRS 18.010 and EDCR 7.60
26

27 (b) lacks merit and should be denied.
28

1 The parties litigated the contested issue of physical custody incident to
2 their divorce case. Both parties have the right to their day in court to advance a
3 custody order that they believe is in the children's best interest.
4

5 NRS 18.080 permits litigants to recover their attorneys' fees "when the
6 court finds that the claim... or defense of the opposing party was brought without
7 reasonable ground or to harass the prevailing party." EDCR 7.60 (b) provides
8 that the court may, after notice and an opportunity to be heard, impose upon an
9 attorney or a party any and all sanctions which may, under the facts of the case,
10 be reasonable, including the imposition of fines, costs or attorney's fees when an
11 attorney or a party without just cause: (1) Presents to the court a motion or an
12 opposition to a motion which is obviously frivolous, unnecessary or unwarranted.
13 (2) Fails to prepare for a presentation. (3) So multiplies the proceedings in a case
14 as to increase costs unreasonably and veraciously.
15
16
17

18 This court concludes that this statute and rule should not be applied to this
19 case. NRS 18.010 and EDCR 7.60 are tools allowing courts to remedy claims
20 that are brought without reasonable ground. The court concludes that both
21 parties, through counsel, advanced factual claims and legal arguments that were
22 made in good faith, and with a reasonable basis based on their particular
23 perspective. The work done by counsel was excellent, and reasonable in light of
24 the position of the parties.
25
26

27 **b. Disparity in Income and Financial Resources**
28

1 There is a legal basis in statutes and in decisional law for an award of
2 attorney's fees and costs based on the disparity of income between the parties.

3 The case at bar is a divorce action. NRS 125.150(3) provides, in part, as follows:
4

5 Whether or not application for suit money has been made under the
6 provisions of NRS 125.040, the court may award a reasonable attorney's
7 fee to either party to an action for divorce if those fees are in issue under
8 the pleadings.

8 The district court must also consider the disparity in income of the parties in
9 awarding fees. *Wright v. Osburn*, 114 Nev. 1367, 1370, 970 P.2d. 1071, 1073
10 (1998). Further, the power of the court to award attorney's fees in divorce
11 actions remains part of the continuing jurisdiction of the court in appropriate post-
12 judgment motions relating to support and child custody. *Halbrook v. Halbrook*,
13 114 Nev. 1455, 971 P.2d 1262 (1998).
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16 This court finds that both parties have incurred substantial fees and costs in
17 this case. Custody disputes that involve removal are difficult to resolve, and
18 difficult to present. The amount of fees and costs incurred was a significant
19 investment by the parties. The court accepts that the work performed reflects the
20 quality of the advocates, and the intention of the parties to make a significant
21 financial investment in their claims and defenses. This court concludes that the
22 parties are in similar financial circumstances. The fees and cost incurred, while
23 significant, are well within the parties' ability to pay, and the fees and costs
24 incurred do not significantly affect their financial condition.
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1 Therefore, this court concludes that the parties should bear their own
2 attorney's fees and costs.

3 **E. NOTICES**

4 a. Pursuant to NRS 125.510 (6), the parties are hereby placed on
5 notice of the following:
6

7 "PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,
8 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS
9 ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN
10 NRS 193.130. NRS 200.359 provides that every person having a limited right of
11 custody to a child or any parent having no right of custody to the child who
12 willfully detains, conceals or removes the child from a parent, guardian or other
13 person having lawful custody or a right of visitation of the child in violation of an
14 order of this court, or removes the child from the jurisdiction of the court without
15 the consent of either the court or all persons who have the right to custody or
16 visitation is subject to being punished for a category D felony as provided in NRS
17 193.130."

18 b. Pursuant to NRS 125.510 (7) and (8), the parties are hereby
19 placed on notice that the terms of the Hague Convention of October
20 25, 1980, adopted by the 14th Session of the Hague Conference on
21 Private International Law, apply if a parent abducts or wrongfully
22 retains a child in a foreign country.

23 c. NOTICE IS HEREBY GIVEN that the parties are subject to
24 the provisions of NRS 31A and 125.450 regarding the collection of
25 delinquent child support payments, and that either party may request
26 a review of child support in accordance with NRS 125B.145.

27 ////

ORDER

1
2 **WHEREFORE, IT IS HEREBY ORDERED** that Minh Luong and
3 James Vahey shall share joint legal and joint physical custody of Hannah Vahey,
4 Matthew Vahey, and Selena Vahey. James Vahey shall have primary physical
5 custody, subject to Minh Luong's visitation. Joint legal custody shall be defined
6 as follows:
7

8
9 The parents shall consult and cooperate with each other in substantial
10 questions relating to religious upbringing, educational programs, significant
11 changes in social environment, and health care of the children. Both parents
12 shall have access to medical and school records pertaining to their children and be
13 permitted to independently consult with any and all professionals involved with
14 the children. Each parent is to notify the other parent as soon as reasonably
15 possible of any illness requiring medical attention or any emergency involving the
16 children. Each parent shall have the power to obtain emergency health care for
17 the children without the consent of the other parent. However, the parent must
18 inform the other parent of the emergency and the healthcare provided as soon as
19 reasonably possible. Each parent acknowledges and agrees that they each
20 currently have and will continue to have adequate access to all information
21 concerning the wellbeing of the children, including, but not limited to, copies of
22 report cards; school meeting notices; vacation schedules; class programs; requests
23 for conferences; results of standardized or diagnostic tests; notices of activities
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1 involving the children; samples of school work; order forms for school pictures;
2 all communications from health care providers; the names, addresses and
3 telephone numbers of all schools, health care providers, regular day care
4 providers, and counselors. Each parent shall have the right to obtain information
5 concerning the athletic and social events in which the children participate. Both
6 parents may participate in school activities for the children such as open houses,
7 attendance at athletic events, etc. Each parent shall provide the other parent with
8 the address and telephone number of the residence where the minor children
9 reside when in that parent's care. In the event that the address and/or telephone
10 number of the residence changes, the parent shall notify the other parent of the
11 new address two (2) weeks prior to any change of address and/or shall provide the
12 other parent with the new telephone number as soon as the number is assigned.
13 The parent vacationing with the minor children shall provide the other parent with
14 a travel itinerary, which shall include telephone numbers, expected times of
15 arrival and departure and destinations.
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21 **IT IS FURTHER ORDERED** that James Vahey shall have primary
22 physical custody of Hannah Vahey, Matthew Vahey, and Selena Vahey, subject
23 to Minh Luong's visitation. Specifically:
24

- 25 **1. Weekend Holidays:** Minh Luong shall have the children for weekend
26 holidays listed below. The weekend holiday time may be exercised in
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1 California and shall be defined as 4:00 p.m. the day school recesses
2 until 6:00 p.m. the day before school resumes.

- 3 a. Martin Luther King Day Weekend
4 b. President's Day Weekend
5 c. Memorial Day Weekend
6 d. Labor Day Weekend
7 e. Nevada Day Weekend

8 **2. Weekend Visitation:** Minh Luong may have the children for one, non-
9 holiday weekend in Nevada each calendar month. The weekend shall
10 be defined as 4:00 p.m. the day school recesses until 6:00 p.m. on
11 Sunday. Minh Luong shall provide James Vahey with written notice
12 of her intention to exercise a weekend visitation seven days in advance.

13 **3. Holidays:** The Holiday schedule shall take precedence over Weekend
14 Holidays, Weekend Visitation, and Summer Break.

15 a. **Mother's Day:** This holiday is defined as Friday at 4:00 p.m.
16 through Sunday at 6:00 p.m. Minh Luong shall have the children
17 each year for Mother's Day.

18 b. **Father's Day:** This holiday is defined as Friday at 4:00 p.m.
19 through Sunday at 6:00 p.m. James Vahey shall have the children
20 each year for Father's Day.

21 c. **Spring Break:** Minh Luong shall have the children every year
22 for Spring Break defined as 4:00 p.m. the day school recesses
23 until 6:00 p.m. the day before school resumes.
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d. **Summer Break:** Minh Luong shall have the children for six consecutive weeks each summer in California beginning at 4:00 p.m. the day after school recesses.

e. **Thanksgiving Break:** Minh Luong shall have the children for Thanksgiving Break in 2019 and in odd-numbered years. Thanksgiving Break shall be defined as 4:00 p.m. the day school recesses until 6:00 p.m. the day before school resumes. James Vahey shall have the children for Thanksgiving Break in even-numbered years.

f. **Winter Break:** The Winter Break shall be shared by the parties. James Vahey shall have the first portion of the Winter Break each year defined as the day school recesses until 4:00 p.m. on December 27. Minh Luong shall have the children for the second portion of the Winter Break each year defined as 4:00 p.m. on December 27, until 6:00 p.m. the day before school resumes.

4. Transportation. Absent an agreement of the parties, Minh Luong shall provide transportation for the children for her custodial time.

IT IS FURTHER ORDERED that Minh Luong's motion for primary physical custody and for permission to remove the children to Irvine, California is denied.

EXHIBIT B

EXHIBIT B

EXHIBIT B

Oberweis Funds James W. Vahey individual	\$579
Oberweis Funds IRA	\$28,538
Vehicles owned by James W. Vahey	
2019 Toyota Sienna	\$35,000
2004 Acura TL	\$900
2008 Audi Q7 Vin *9234 (Minh and Jim)	\$10,000
Boats owned by James W. Vahey	
2008 MasterCraft X15	\$20,000
2006 ElectraCraft	\$1000
Property owned by James W. Vahey or by LLCs and Trusts in his name	
27 Via Mira Monte owned by Via Mira Monte Trust	\$1,200,000
8585 S. Eastern Suite 100 owned by Other Hand	\$1,495,000
Raw Land behind 8585 S. Eastern Suite 100	\$1000
0 N. Los Hijos Rd., Maricopa, AZ (raw land) (amount paid by Vahey in 2005 for 67% of two parcels with total purchase price = \$1,800,000)	\$1,200,000
1900 N. Highway 191, Sunsite, AZ (raw land) (amount paid by Vahey in 2006 for 50% of four parcels with total purchase price = \$669,936)	\$334,968
Other LLCs in which James W. Vahey is a limited partner	
Specialty Surgery Center, LLC	\$34,177
<u>TOTAL ASSETS:</u>	<u>\$9,041,039</u>

LIABILITIES

Mortgage – 27 Via Mira Monte (Residence), Bank of America *8884	\$987,698
Mortgage – 8585 S. Eastern (Office building), Luong Investments, LLC	\$890,761
Promissory Note, Luong Investments, LLC	\$700,000
UBS Loan *6984	\$999,247
MidCountry Bank Loan *8027	\$742,984
Bank of America Credit Card *5930	\$133,357
	<u>TOTAL LIABILITIES:</u> \$4,454,047
	<u>NET WORTH:</u> \$4,586,992

EXHIBIT C

EXHIBIT C

EXHIBIT C

EXHIBIT B

SOLE AND SEPARATE PROPERTY OF MINH LUONG

<u>Property</u>	<u>Estimated Cash Value</u> <u>as of January 2019</u>
Cash, Savings, Certificates and IRA Accounts owned by Minh Luong	
MidCountry Bank checking account *9082 (ToothFairy Childrens Dental)	\$36,502.09
MidCountry Bank checking account *9096 (ToothFairy Childrens Dental Luong Investments, LLC)	\$34,460.99
Mid Country Bank checking account *9243 (ToothFairy Childrens Dental Luong Estate Major)	\$88.38
MidCountry Bank checking account *9250 (Luong Estate Minor, LLC)	\$35.00
MidCountry Bank checking account *9537 (The Minh-Nguyet Thi Luong Rev. Fam. Trust personal account)	\$15,341.50
Capital Group, American Funds, 401k/Profit Sharing Plan Account *7992	\$1,400,000.00
Interactive Brokers LLC Institution Master account *3460 (Luong Estate Major, LLC)	\$4,000,000.00
Tootfairy/HCON Defined Benefit Plan Etrade (Retirement Plan) account *0517	\$500,000.00

529 Kids College Fund, from VCSP/College America, \$700,600.42
Minh-NGUYET Thi Luong as owner, FBO Hannah,
account *2852

529 Kids College Fund, from VCSP/College America, \$370,000.00
Minh-NGUYET Thi Luong as owner, FBO Matthew,
account *2782

Vehicles owned by Minh Luong

2016 Tesla MOD vin no. *9517 \$90,000.00
2002 Lexis S43 vin no. *8552 (Minh-Nguyet Luong \$500.00
DDS PC)
1998 Toyota Camry \$500.00
2008 Audi LVQ7 Vin. *9234 (Minh and Jim) \$5,000.00

Businesses owned by Minh Luong and Selling Prices

Luong Investments, LLC

Minh-Nguyet Luong, D.D.S., P.C.

Listing the following for sale at:

Got Smile Dentistry \$100,000.00
Sahara Surgery Center Office \$50,000.00
Toothfairy Sahara Office \$1,000,000.00
Toothfairy Eastern Office \$400,000.00
VALU, LLC Unknown (Minh has a
20.803% interest in this LLC)

Other Property owned by Minh Luong or by Trusts in her name

1829 W. Brewer Ave., Santa Ana, California \$350,000.00
9742 W. Tompkins Ave., Las Vegas, Nevada \$250,000.00
5281 River Glen Dr., Unit 223, Las Vegas, Nevada \$100,000.00
9470 Peace Way, Unit 118, Las Vegas, Nevada \$100,000.00
7400 W. Flamingo Rd., Unit 2082, Las Vegas, Nevada \$100,000.00

1909 Villa Palms Ct., Unit 205, Las Vegas, Nevada	\$100,000.00
1401 N. Michael Way, Unit 114, Las Vegas, Nevada	\$100,000.00
2750 S. Durango Dr., Unit 1009, Las Vegas, Nevada	\$100,000.00
8101 W. Flamingo Rd., Unit 1068, Las Vegas, Nevada	\$100,000.00
9580 W. Reno Ave., Unit 269, Las Vegas, Nevada	\$100,000.00
855 N. Stephanie St., Unit 2322, Henderson, Nevada	\$100,000.00
2201 Ramsgate Dr., Unit 125, Henderson, Nevada	\$100,000.00
10925 S. Eastern Ave., Henderson, Nevada	\$1,370,000.00
135 Larksong, Irving, CA 92602	\$2,600,000.00 (purchase price)
0 N. Los Hijos Rd., Maricopa, Arizona (Land)	\$350,000.00 (put in by Minh at purchase)
50% of 1900 N. Highway 191, Sunsite, Arizona (Land)	\$669,600.00 (one-half of purchased)
1027 Lot 156 & 157, Kingman, Arizona (Land) 100% ownership	\$355,092.63 (purchase of Lot 157) \$275,073.84 (purchase of Lot 156)
<u>Total Assets:</u>	\$15,922,794.85

SEPARATE DEBTS OF MINH LUONG

<u>Creditor</u>	<u>Amount of Debt as of January 2019</u>
Interactive Brokers loan	\$2,300,000.00
<u>Total Debts:</u>	\$2,300,000.00

2009-28485

Page 1 of 7

Requested By: UDEED

Christine Rhodes - Recorder

Cochise County, AZ

11-25-2009 12:06 PM Recording Fee \$16.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AFTER RECORDING MAIL TO:

uDeed, LLC - 25676
9041 South Pecos Road, Suite 3900
Henderson, NV 89071

MAIL TAX STATEMENTS TO:

Minh Nguyet Luong, Trustee, et al
27 Via Mira Monte
Henderson, NV 89011

RECORDING REQUESTED BY:

Minh Nguyet Luong
27 Via Mira Monte
Henderson, NV 89011

WARRANTY DEED

TITLE OF DOCUMENT

FOR A GOOD AND VALUABLE CONSIDERATION, I or we,

Minh Nguyet Luong, an unmarried woman and James W. Vahey, an unmarried man, GRANTOR,

WHOSE mailing address is 27 Via Mira Monte, Henderson, Nevada 89011,

DO HEREBY CONVEY TO:

Minh Nguyet Luong, Trustee of The MNL Revocable Trust, as to an undivided fifty percent (50%) interest and James W. Vahey, Trustee of The JWV Revocable Trust, as to an undivided fifty percent (50%) interest, GRANTEE,

WHOSE mailing address is 27 Via Mira Monte, Henderson, Nevada 89011,

ALL RIGHT, title or interest to the real property located in the County of **Cochise**, State of **Arizona**, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Assessor's Parcel Number: **11802004D**

Prior Recorded Doc. Ref.: **Warranty Deed**; Recorded: **August 30, 2006**; Doc. No. **060832797**

EXEMPT: per A.R.S. §11-1134 **B8**

NOTE: Pursuant to A.R.S. 33-404, the names and addresses of the beneficiaries of "**The MNL Revocable Trust**" are attached hereto in EXHIBIT "B" and by this reference made a part hereof.

NOTE: Pursuant to A.R.S. 33-404, the names and addresses of the beneficiaries of "**The JWV Revocable Trust**" are attached hereto in EXHIBIT "C" and by this reference made a part hereof.

SUBJECT TO current taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the GRANTOR hereby binds itself to warrant and defend the title as against all acts of the GRANTOR herein and no other.

WITNESS my/our hand(s), this 13th day of Oct, 2009.

Minh Nguyet Luong
Minh Nguyet Luong

James W. Vahey
James W. Vahey

STATE OF Nevada)
COUNTY OF Clark) ss

The foregoing instrument was acknowledged before me this 13th day of October, 2009,
by **Minh Nguyet Luong and James W. Vahey.**

NOTARY STAMP/SEAL



Kristen Henderson
Notary Public
My Commission Expires: 8/9/10

UNRECORDED INSTRUMENT

EXHIBIT "A"
LEGAL DESCRIPTION

ALL RIGHT, TITLE OR INTEREST TO THE REAL PROPERTY LOCATED IN THE COUNTY OF COCHISE, STATE OF ARIZONA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

A PORTION OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 24 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36:

THENCE NORTH 89 DEGREES 59 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 755.65 FEET;

THENCE NORTH 23 DEGREES 08 MINUTES 03 SECONDS WEST, A DISTANCE OF 1226.78 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 56 MINUTES 03 SECONDS WEST, A DISTANCE OF 2239.52 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 191;

THENCE NORTH 23 DEGREES 07 MINUTES 50 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 520.73 FEET;

THENCE SOUTH 89 DEGREES 57 MINUTES 27 SECONDS EAST, A DISTANCE OF 1538.29 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 12 SECONDS EAST, A DISTANCE OF 1035.10 FEET;

THENCE SOUTH 89 DEGREES 57 MINUTES 23 SECONDS EAST, A DISTANCE OF 257.92 FEET;

THENCE SOUTH 23 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 1647.45 FEET TO THE TRUE POINT OF BEGINNING;

(ALSO SHOWN AS PARCEL A OF RECORD OF SURVEY RECORDED IN BOOK 28 OF SURVEYS, PAGE 68, OFFICIAL RECORDS)

EXCEPT ALL COAL, OIL, GAS AND MINERAL RIGHTS AS RESERVED IN DEED RECORDED IN DOCKET 180, PAGE 502, OFFICIAL RECORDS.

PARCEL NO. 2:

A PORTION OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 24 EAST, AND SECTION 1, TOWNSHIP 17 SOUTH, RANGE 24 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36;

THENCE NORTH 89 DEGREES 59 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 755.65 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 280.36 FEET;

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)

THENCE NORTH 89 DEGREES 56 MINUTES 03 SECONDS WEST, A DISTANCE OF 2119.89 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 191;

THENCE NORTH 23 DEGREES 07 MINUTES 50 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 769.96 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 03 SECONDS EAST, A DISTANCE OF 2239.57 FEET;

THENCE SOUTH 23 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 464.95 FEET TO THE TRUE POINT OF BEGINNING;

(ALSO SHOWN AS PARCEL C OF RECORD OF SURVEY RECORDED IN BOOK 28 OF SURVEYS, PAGE 68 OFFICIAL RECORDS)

EXCEPT ALL COAL, OIL, GAS AND MINERAL RIGHTS AS RESERVED IN DEED RECORDED IN DOCKET 180, PAGE 502, OFFICIAL RECORDS.

PARCEL NO. 3:

A PORTION OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 24 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 1;

THENCE NORTH 89 DEGREES 59 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 775.65 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 280.36 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 805.03 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 03 SECONDS WEST, A DISTANCE OF 1776.15 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 191;

THENCE NORTH 23 DEGREES 07 DEGREES 50 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 875.82 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 03 SECONDS EAST, A DISTANCE OF 2119.89 FEET TO THE TRUE POINT OF BEGINNING;

(ALSO SHOWN AS PARCEL D OF RECORD OF SURVEY RECORDED IN BOOK 28 OF SURVEYS, PAGE 68. OFFICIAL RECORDS)

EXCEPT ALL COAL, OIL, GAS AND MINERAL RIGHTS AS RESERVED IN DEED RECORDED IN DOCKET 180, PAGE 502, OFFICIAL RECORDS.

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)

PARCEL NO. 4:

A PORTION OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 24 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCHISE COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 1;

THENCE SOUTH 00 DEGREES 01 MINUTES 22 SECONDS EAST ALONG THE EAST LINE THEREOF, A DISTANCE OF 1389.24 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 03 SECONDS WEST, A DISTANCE OF 2402.41 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 191;

THENCE NORTH 23 DEGREES 08 MINUTES 03 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 329.73 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 03 SECONDS EAST, A DISTANCE OF 1776.15 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS WEST, A DISTANCE OF 1065.39 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 31 SECONDS EAST, A DISTANCE OF 755.65 FEET TO THE POINT OF BEGINNING;

(ALSO SHOWN AS PARCEL E OF RECORD OF SURVEY RECORDED IN BOOK 28 OF SURVEYS, PAGE 68, OFFICIAL RECORDS)

EXCEPT ALL COAL, OIL, GAS AND MINERAL RIGHTS AS RESERVED IN DEED RECORDED IN DOCKET 180, PAGE 502, OFFICIAL RECORDS.

EXHIBIT "B"
DISCLOSURE OF BENEFICIARIES
THE MNL REVOCABLE TRUST

	NAME	ADDRESS
1.	Minh Nguyen Luong	27 VIA MIRA MONTE, HENDERSON, NV 89011
2.	JAMES W. VAHEY	27 VIA MIRA MONTE, HENDERSON, NV 89011
3.		
4.		
5.		

UNOFFICIAL DOCUMENT

EXHIBIT "C"
DISCLOSURE OF BENEFICIARIES
THE JWV REVOCABLE TRUST

NAME

ADDRESS

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

UNOFFICIAL DOCUMENT

2

Return to:)
Managing Member)
10925 S. Eastern Ave. #130)
Henderson, NV 89052)

11/20/2009 11:12 AM FEE # 2009071072

PAGE: 1 of 2 FEE # 2009071072

B: 7635 P: 976

OFFICIAL RECORDS
OF MOHAVE COUNTY
CAROL HEIER,
COUNTY RECORDER



11/20/2009 11:12 AM Fee: \$14.00
DOC TYPE: QCD
PAID BY: L KLINGSBERG

QUITCLAIM DEED

Exempt B7

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR VALUABLE CONSIDERATION OF TEN DOLLARS (\$ 10.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, Luong Investment 306-24-156 Golden Valley, AZ, LLC, hereinafter referred to as "grantor" does hereby transfer, remise, release, and forever quitclaim unto LUONG INVESTMENT, LLC a limited liability company, organized under the laws of the state of Nevada, hereinafter "Grantee" the following lands and property, together with all improvements, located thereon, lying in the County Mohave, State of Arizona to-wit.

PARCEL 1:

Sun West Acres, Track 1027, Lot 156, Section 35 21 18, Mohave County, Arizona.

EXCEPT all coal and other minerals as reserved unto the UNITED STATES of AMERICA in the patent to said land.

LESS AND EXCEPT all oil, gas and minerals, on and under the above described property owned by Grantors, if any, which are reserved by Grantors.

Subject to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

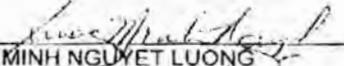
TO HAVE AND TO HOLD SAME UNTO Grantee, and unto Grantee's assigns forever, with all appurtenances thereunto belong.

Def2338_8
AA002132

Taxes for the year 2009 shall be _____ prorated between Grantors and Grantee as of the date selected by Grantors and Grantee, or _____ paid by Grantee, or X paid by Grantors.

The property herein conveyed X is not a part of the homestead of Grantors, or _____ is part of the homestead of Grantors.

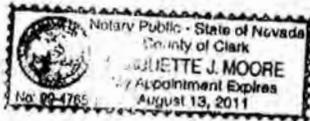
WITNESS Grantors hand this the 18th day of November 2009.

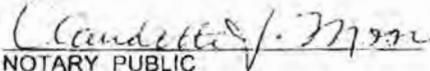

MINH NGUYET LUONG

State of Nevada

County of Clark

The foregoing instrument was acknowledged before me this
18th
Day of November 2009.




NOTARY PUBLIC

My Commission Expires:

On 8/13/2011

Luong Investment 306-24-156 Golden Valley, AZ, LLC
Luong Investment, LLC
10925 S, Eastern Avenue #130
Henderson, NV 89052
702-222-9700

Recording Requested by:
FIRST AMERICAN TITLE

PAGE: 1 of 1 FEE # 2008035845

B: 7208 P: 964

OFFICIAL RECORDS
OF MOHAVE COUNTY
JOAN MCCALL,
COUNTY RECORDER



05/22/2008 12:30 PM Fee: \$14.00
DOC TYPE: RECON
PAID BY:NOTEWORLD SERVICING

When recorded mail to:
Luong Inv 306-24-156
Golden Valley AZ, LLC
10925 S. Eastern Ave. Suite #130
Henderson, NV 89052

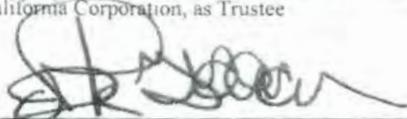
DEED OF RELEASE AND FULL RECONVEYANCE

Account #71082644

FIRST AMERICAN TITLE INSURANCE COMPANY, a California Corporation, Trustee under Deed of Trust executed by Luong Investment 306-24-156 Golden Valley AZ, LLC, a Nevada Limited Liability Company, Trustor, dated August 23, 2006, and recorded September 7, 2006, in Fee No. 2006088512, Book 6439, Page 558, Records of Mohave County, Arizona, having been requested to do so by Beneficiary in said Deed of Trust, hereby releases and reconveys to the person or persons legally entitled thereto, without covenant or warranty, express or implied, all the estate, title and interest acquired by Trustee under said Deed of Trust.

In witness whereof, Trustee has executed this Release and Reconveyance this 13th day of May, 2008.

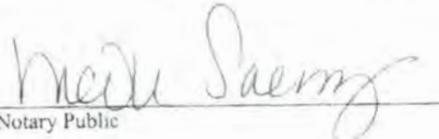
FIRST AMERICAN TITLE INSURANCE COMPANY,
a California Corporation, as Trustee

By: 
John K. Graham, Regional Counsel

STATE OF ARIZONA)
County of Maricopa) ss

This instrument was acknowledged and executed before me this 13th day of May, 2008 by John K. Graham who acknowledged to be the Regional Counsel of FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, and that as such officer, being authorized so to do, signed the name of the corporation as such officer.




Notary Public

(This area for official notarial seal)



PAGE: 1 of 2 FEE # 2009071073

B: 7635 P: 978

OFFICIAL RECORDS
OF MOHAVE COUNTY
CAROL MEIER
COUNTY RECORDER



11/20/2009 11:12 AM Fee: \$14.00
DOC TYPE: QCD
PAID BY: L KLINGSBERG

Return to:)
Managing Member)
10925 S. Eastern Ave. #130)
Henderson, NV 89052)

QUITCLAIM DEED
Exempt B7

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR VALUABLE CONSIDERATION OF TEN DOLLARS (\$ 10.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, Luong Investment 306-24-157 Golden Valley, AZ, LLC, hereinafter referred to as "grantor" does hereby transfer, remise, release, and forever quitclaim unto LUONG INVESTMENT, LLC a limited liability company, organized under the laws of the state of Nevada, hereinafter "Grantee" the following lands and property, together with all improvements, located thereon, lying in the County Mohave, State of Arizona to-wit.

PARCEL 1:

Sun West Acres, Track 1027, Lot 157, Section 35 21 18, Mohave County, Arizona.

EXCEPT all coal and other minerals as reserved unto the UNITED STATES of AMERICA in the patent to said land.

LESS AND EXCEPT all oil, gas and minerals, on and under the above described property owned by Grantors, if any, which are reserved by Grantors.

Subject to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

TO HAVE AND TO HOLD SAME UNTO Grantee, and unto Grantee's assigns forever, with all appurtenances thereunto belong.

Recording Requested by:
FIRST AMERICAN TITLE

When recorded mail to:
Luong Investment 306-24-157
Golden Valley AZ LLC
10925 S. Eastern Avenue
Henderson, NV 89052

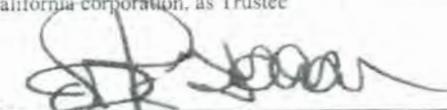
DEED OF RELEASE AND FULL RECONVEYANCE

Account #71082643

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, Trustee under Deed of Trust executed by Luong Investments 306-24-157 Golden Valley AZ LLC, a Nevada Limited Liability Company, Trustor, dated August 25, 2006, and recorded September 7, 2006, in Fee No. 2006088514, Book 6439, Page 568, Records of Mohave County, Arizona, having been requested to do so by Beneficiary in said Deed of Trust, hereby releases and reconveys to the person or persons legally entitled thereto, without covenant or warranty, express or implied, all the estate, title and interest acquired by Trustee under said Deed of Trust.

In witness whereof, Trustee has executed this Release and Reconveyance this 6th day of June, 2008.

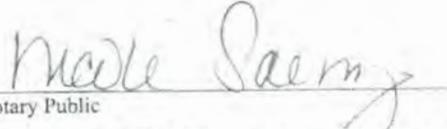
FIRST AMERICAN TITLE INSURANCE COMPANY,
a California corporation, as Trustee

By: 
John K. Graham, Regional Counsel

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 6th day of June, 2008 by John K. Graham who acknowledged to be the Regional Counsel of FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, and that as such officer, being authorized so to do, signed the name of the corporation as such officer.




Notary Public

(This area for official notarial seal)


PAGE: 1 of 1 FEE # 2008046560

B: 7249 P: 666

OFFICIAL RECORDS
OF MOHAVE COUNTY
JOAN MCCALL
COUNTY RECORDER



07/03/2008 11:37 AM Fee: \$14.00
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EXHIBIT 27

EXHIBIT 27

EXHIBIT 27

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

13 DISTRICT COURT
14 FAMILY DIVISION

15 CLARK COUNTY, NEVADA

16 JAMES W. VAHEY,)
17 Plaintiff,) CASE NO. D-18-581444-D
18 v.) DEPT NO. H
19 MINH NGUYET LUONG,)
20 Defendant.)

21 DECREE OF DIVORCE

22 The above-entitled action having come on regularly for a summary
23 disposition of an uncontested divorce without a hearing, Plaintiff, JAMES
24 W. VAHEY (“JIM”), being represented by and through his attorneys,
25 ROBERT P. DICKERSON, ESQ., and SABRINA M. DOLSON, ESQ., of
26 THE DICKERSON KARACSONYI LAW GROUP, and Defendant,
27 MINH NGUYET LUONG (“MINH”), being represented by and through
28 her attorney, FRED PAGE, ESQ., of PAGE LAW FIRM. This divorce
action is at issue upon JIM’s Complaint for Divorce, MINH’s Answer and
Counterclaim for Divorce, and JIM’s Reply to the Counterclaim. The
Court having conducted an evidentiary hearing over several days on the

1 child custody and child support issues, and JIM having testified in support
2 of the material allegations of his Complaint through his affidavit, and the
3 affidavit of his resident witness, and both parties having waived the
4 making, filing, and service of Findings of Fact, Conclusions of Law, and
5 written Notice of Entry of Judgment, and the giving of any and all notices
6 required by law or rules of the District Court; the cause having been
7 submitted for decision and judgment, and the Court having before it all
8 the files, pleadings, and papers in the action, being fully apprised in the
9 premises and being satisfied that the action has been duly and regularly
10 commenced, and good cause appearing therefor, the Court finds and
11 concludes as follows:

12 The Court finds that it has complete jurisdiction in the premises,
13 both as to the subject matter of this divorce action and as to the parties to
14 this action; that for more than six (6) weeks before the commencement of
15 this action JIM was, has been, and is now an actual bona fide resident and
16 domiciliary of the State of Nevada, actually and physically residing and
17 being domiciled in Clark County, Nevada during all of said period of time;
18 that the parties have three (3) minor children the issue of their marriage,
19 namely, HANNAH VAHEY, born March 19, 2009, MATTHEW VAHEY,
20 born June 26, 2010, and SELENA VAHEY, born April 4, 2014
21 (hereinafter sometimes collectively referred to as the “children” and
22 individually referred to as a “child”); that the parties have no other minor
23 children, including no adopted minor children, and MINH is not now
24 pregnant; that on August 8, 2019, September 5, 2019, and September 11,
25 2019, the Court held an evidentiary hearing on the issues of child custody
26 and child support, and entered its Findings of Fact, Conclusions of Law,
27 and Decision and Order on September 20, 2019; that the Court’s said
28 Findings of Fact, Conclusions of Law, and Decision and Order is merged

1 and incorporated into this Decree as if the same were included in its
2 entirety in this Decree; that both parties have completed the seminar for
3 separating parents as required by EDCR 5.302; that on or about June 14,
4 2006, the parties entered into a Premarital Agreement, which is valid and
5 enforceable in all respects; that the parties have entered into a Marital
6 Settlement Agreement resolving all issues pertaining to each party's waiver
7 of alimony, the division of property, the allocation of all debts, the
8 confirmation to each of their respective separate property, and all other
9 issues relating or incident to their marriage to each other; that the Marital
10 Settlement Agreement effectuated the terms of the parties' Premarital
11 Agreement except as otherwise agreed upon by the parties in the Marital
12 Settlement Agreement; that a copy of the parties' Marital Settlement
13 Agreement has been filed with the Court as a sealed document, and the
14 same shall remain a sealed document in the Court's files; that the parties'
15 said Marital Settlement Agreement is merged and incorporated into this
16 Decree as if the same were included in its entirety in this Decree; that
17 Plaintiff, JAMES W. VAHEY, is entitled to an absolute Decree of Divorce
18 from Defendant, MINH NGUYET LUONG, on the grounds of
19 incompatibility.

20 Thus, with good cause appearing therefor, the Court hereby enters
21 the following Orders:

22 I. TERMINATION OF THE PARTIES' MARRIAGE

23 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the
24 bonds of matrimony heretofore and now existing between JIM and MINH
25 be dissolved, set aside, and forever held for naught, and that JIM be, and
26 he hereby is, awarded and decreed an absolute and final Decree of Divorce
27 from MINH, and that the parties, and each of them, is hereby restored to
28 the status of a single, unmarried person.

1 II. CHILD CUSTODY AND CHILD SUPPORT

2 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
3 JIM and MINH shall have joint legal custody of their minor children,
4 HANNAH VAHEY, born March 19, 2009, MATTHEW VAHEY, born
5 June 26, 2010, and SELENA VAHEY, born April 4, 2014, with JIM being
6 awarded primary physical custody, pursuant to and in accordance with the
7 Court’s Findings of Fact, Conclusions of Law, and Decision and Order,
8 entered September 20, 2019. As set forth at page 23, lines 1-14 of the
9 Court’s Findings of Fact, Conclusions of Law, and Decision and Order,
10 entered September 20, 2019, the Court afforded MINH a reasonable
11 period of time up to October 18, 2019, to consider whether she chooses
12 to live primarily in Irvine, California, or in Clark County, Nevada. As the
13 Court states at page 23, lines 12-14, of its Findings of Fact, Conclusions
14 of Law, and Decision and Order, entered September 20, 2019, “[i]f Minh
15 Luong’s settled purpose to live in Irvine, California remains unchanged,
16 James Vahey shall become the primary physical custodian.” MINH
17 acknowledges, agrees, and represents that her settled purpose is to
18 continue to live in Irvine, California, as has been the case since the entry
19 of the Court’s Findings of Fact, Conclusions of Law, and Decision and
20 Order, entered September 20, 2019. IT IS FURTHER ORDERED that
21 the said Court’s Findings of Fact, Conclusions of Law, and Decision and
22 Order, entered September 20, 2019, and the specific child custody and
23 child support Orders set forth therein, is incorporated and merged into
24 this Decree of Divorce as though the same were set forth herein in full.

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

28 . . .

1 1. The provisions of NRS 125C.006, NRS 125C.0065, NRS
2 125C.007, and NRS 125C.0075 apply to each party. Specifically, such
3 Nevada statutory provisions provide as follows with respect to a parent's
4 desire to relocate with the minor children to a place outside the State of
5 Nevada or to a place within the State of Nevada that is at such a distance
6 that the relocation would substantially impair the ability of the other
7 parent to maintain a meaningful relationship with the minor children –
8 (these provisions do not apply to vacations planned by either parent):

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

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

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

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

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

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

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

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

...
...

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

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

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

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

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

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

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

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

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

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

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

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

12 ...

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

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

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

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

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

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

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

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

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

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

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

28 ...

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

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

7 PENALTY FOR VIOLATION OF ORDER: THE
8 ABDUCTION, CONCEALMENT OR DETENTION OF A
9 CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE
10 AS A CATEGORY D FELONY AS PROVIDED IN NRS
11 193.130. NRS 200.359 provides that every person having a
12 limited right of custody to a child or any parent having no
13 right of custody to the child who willfully detains, conceals or
14 removes the child from a parent, guardian or other person
15 having lawful custody or a right of visitation of the child in
16 violation of an order of this court, or removes the child from
17 the jurisdiction of the court without the consent of either the
18 court or all persons who have the right to custody or visitation
19 is subject to being punished for a category D felony as
20 provided in NRS 193.130.

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

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

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

(a) The parties may agree, and the court shall
include in the order for custody of the child, that the United
States is the country of habitual residence of the child for the

1 purposes of applying the terms of the Hague Convention as set
2 forth in Subsection 7.

3 (b) Upon motion of one of the parties, the court
4 may order the parent to post a bond if the court determines
5 that the parent poses an imminent risk of wrongfully removing
6 or concealing the child outside the country of habitual
7 residence. The bond must be in an amount determined by the
8 court and may be used only to pay for the cost of locating the
9 child and returning the child to his or her habitual residence
10 if the child is wrongfully removed from or concealed outside
11 the country of habitual residence. The fact that a parent has
12 significant commitments in a foreign country does not create
13 a presumption that the parent poses an imminent risk of
14 wrongfully removing or concealing the child.

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

21 5. Pursuant to NRS 125.007, the parties are placed on notice that
22 the wages and commissions of the party responsible for paying support are
23 subject to assignment or withholding for the purpose of payment of the
24 foregoing obligation of support as provided in NRS 31A.025 through
25 31A.350, inclusive.

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

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

1. Except as otherwise provided in this section and
NRS 125B.012, if an installment of an obligation to pay
support for a child which arises from the judgment of a court
becomes delinquent in the amount owed for 1 month's
support, a penalty must be added by operation of this section

1 to the amount of the installment. This penalty must be
2 included in a computation of arrearages by a court of this State
3 and may be so included in a judicial or administrative
4 proceeding of another state. A penalty must not be added to
5 the amount of the installment pursuant to this subsection if
6 the court finds that the employer of the responsible parent or
7 the district attorney or other public agency in this State that
8 enforces an obligation to pay support for a child caused the
9 payment to be delinquent.

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

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

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

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

(a) The Division of Welfare and Supportive
Services of the Department of Health and Human Services, its
designated representative or the district attorney, if the

1 Division of Welfare and Supportive Services or the district
2 attorney has jurisdiction in the case; or

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

8 2. If the court:

9 (a) Does not have jurisdiction to modify the
10 order, the court may forward the request to any court with
11 appropriate jurisdiction.

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

18 3. The court shall ensure that:

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

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

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

5. As used in this section:

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

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

9. The parties shall provide the information required by NRS
125.130, NRS 125.230, and NRS 125B.055, on a separate form to be
submitted to the Court and the Division of Welfare and Supportive

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

16 **III. MERGER OF MARITAL SETTLEMENT AGREEMENT**

17 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
18 the parties’ Marital Settlement Agreement be, and the same hereby is,
19 ratified, confirmed, and approved by this Court, and the same is
20 incorporated and merged into, and shall become a part of, this Decree of
21 Divorce as if the same were included in this Decree in its entirety.

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

26 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
27 each party shall comply with each and every provision set forth in, and
28 . . .

1 perform all acts and obligations required by, the Marital Settlement
2 Agreement, under penalty of contempt.

3 IV. ADDITIONAL ORDERS

4 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that,
5 pursuant to the Court's Findings of Fact, Conclusions of Law, and
6 Decision and Order, entered September 20, 2019, the parties shall pay
7 their own respective attorneys' fees, experts' fees, and costs incurred in this
8 matter.

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

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

15 DATED this ____ day of January, 2020.

16
17 _____
18 DISTRICT JUDGE

19 ...
20 ...
21 ...
22 ...
23 ...
24 ...
25 ...
26 ...
27 ...
28 ...

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

5
6 _____
7 JAMES W. VAHEY
8 Plaintiff

MINH NGUYET LUONG
Defendant

9
10 Submitted by:
11 THE DICKERSON KARACSONYI
12 LAW GROUP

Approved as to form and content:
PAGE LAW FIRM

13 By _____
14 ROBERT P. DICKERSON, ESQ.
15 Nevada Bar No. 000945
16 SABRINA M. DOLSON, ESQ.
17 Nevada Bar No. 013105
18 1745 Village Center Circle
19 Las Vegas, Nevada 89134
20 Attorneys for Plaintiff

By _____

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

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