

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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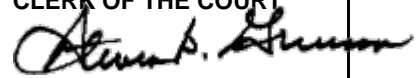
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176.	Defendant's Exhibit Appendix in Support of December 16, 2021, Return Hearing	12/15/2021	AA003500 - AA003512
177.	Supplement to Order from November 12, 2021 Hearing	1/31/2022	AA003513 - AA003516
178.	Notice of Entry of Supplement to Order from 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

101

101



EXHS
THE DICKERSON KARACSONYI LAW GROUP
ROBERT P. DICKERSON, ESQ.
Nevada Bar No. 000945
SABRINA M. DOLSON, ESQ.
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Email: info@thedklawgroup.com
Attorneys for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

JAMES W. VAHEY,
Plaintiff,

v.

MINH NGUYET LUONG,
Defendant.

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

**APPENDIX OF EXHIBITS IN SUPPORT OF PLAINTIFF'S
OPPOSITION TO DEFENDANT'S MOTION TO ENTER DECREE
OF DIVORCE, FOR AN INTERIM MODIFICATION OF
CUSTODY, TO CHANGE CUSTODY, AND FOR ATTORNEY'S
FEES AND COSTS**

COMES NOW Plaintiff, JAMES W. VAHEY ("Jim"), by and
through his attorneys, ROBERT P. DICKERSON, ESQ., and SABRINA
M. DOLSON, ESQ., of THE DICKERSON KARACSONYI LAW
GROUP, and hereby submits his Appendix of Exhibits in Support of his
Opposition to Defendant's Motion to Enter Decree of Divorce, for an
Interim Modification of Custody, to Change Custody, and for Attorney's
Fees and Costs.

...

...

Title/Description of Document	Exhibit Number
Communications Between Parties Regarding Hannah's Science Fair Project	1
Text Messages Exchanged Between the Parties on January 11, 2021	2
Communications Between the Parties from January 11-12, 2021	3

DATED this 4th day of March, 2021.

THE DICKERSON
KARACSONYI LAW GROUP

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

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of THE
3 DICKERSON KARACSONYI LAW GROUP, and that on this 4th day of
4 March, 2021, I caused the above and foregoing document entitled
5 APPENDIX OF EXHIBITS IN SUPPORT OF PLAINTIFF'S
6 OPPOSITION TO DEFENDANT'S MOTION TO ENTER DECREE OF
7 DIVORCE, FOR AN INTERIM MODIFICATION OF CUSTODY, TO
8 CHANGE CUSTODY, AND FOR ATTORNEY'S FEES AND COSTS to
9 be served as follows:

10 [X] by mandatory electronic service through the Eighth Judicial
11 District Court's electronic filing system;

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

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

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

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

20 FRED PAGE, ESQ.
21 PAGE LAW FIRM
22 6930 South Cimarron Road, Suite 140
23 Las Vegas, Nevada 89113
24 fpage@pagelawoffices.com
25 Attorney for Defendant
26
27
28

29 /s/ Sabrina M. Dolson

30 An employee of The Dickerson Karacsonyi Law Group

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

Inbox

James Vahey <hotsail.jim@gmail.com>

Thu, Jan 14, 6:04
PM

to Nate, Minh, bcc: edvaheydmd

Starting at 4:56 and ending at 5:04 I received the following set of ten rapid fire texts from Hannah:

"I hope ur happy

Real happy

Bc I can't do my science fair at all now

And guess who's fault it is

Yes

U

Ur fault bc I already started the report on mommy's computer and I can't bring my project to ur house and even if I could I don't want to and for me to finish it. I can't bring her computer with me, so I really hope ur happy

So because of u, u have two choices. Let me stay with mommy for a couple of days to finish it or I don't go to school next week

Oh and on top of that the science fair board

Stop ignoring me"

I am flexible, and I I am perfectly happy to let Hannah have time with Minh to get Hannah's science fair project done if she actually will complete it in a couple of days.

Please give us your thoughts about whether this is a good idea or not.

Certainly, I do not want to reinforce anything that will cause more detachment. Also, I have concerns that giving Hannah what she wants when her counterwill stance is that if I don't give her a couple days with Minh to finish Hannah's project, Hannah has threatened to refuse to go to school all of next week.

Hannah's learned that refusing to go to school is a powerful tool with which she can cause massive problems for the family including making it impossible for me to even get Matthew and Selena to school on time, if at all.

Thank you for your input.

James W. Vahey, M.D.

Nate
Minetto nminetto@psychinstituteLV.com via psychinstituteLV.onmicrosoft.com
to me, luongdds@gmail.com

Thu, Jan 14,
8:39 PM

Jim and Minh,

We do not want to reinforce the use of threats or ultimatums in requests. Both parents should discuss not using threats or ultimatums to obtain what she needs and remind Hannah to use healthy communication skills. We can have her ask for what she needs by using a skill such DEARMAN. <https://www.therapistaid.com/worksheets/dbt-interpersonal-effectiveness-skills.pdf>

You could have her reframe her request then respond. If you are both alright with a new plan for completing the science fair project that is both up to you.

[Interpersonal Effectiveness Skills - Therapist Aid](https://www.therapistaid.com/worksheets/dbt-interpersonal-effectiveness-skills.pdf)

indful Don't forget the objective of the interaction. It can be easy to get sidetracked into harmful a focus.

www.therapistaid.com

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

Hannah's science fair project

Inbox

James Vahey <hotsail.jim@gmail.com>

Jan 15, 2021, 6:19
AM

to Nate, Minh, bcc: edvaheydmd

I offered to Hannah and Minh to enable Hannah to spend a couple days with Minh so Hannah could finish her project.

I texted Hannah the following:

"I'm listening and open to your asking for a couple of days with Mommy to finish your project. If you want something you need to use your honey voice, not threats, like not

going to school. Not going to school hurts you, not anyone else. Not going to school definitely will result in your failing sixth grade and needing to repeat it next year.

If you would like to stay with Mommy a couple of days so you can finish your project, use your DEARMAN skills Nate taught you.

1. Describe what's going on
2. Express how you feel
3. Express what you want
4. Assert yourself - don't threaten, especially with things that will hurt you like not going to school
5. Reinforce, like "If I have a couple of days so I can finish my project, I will ...
6. be Mindful
7. Appear confident
8. be open to Negotiate. I certainly am.

Mommy didn't answer last night when I called her, but she did text me and it sounded like she'd stay here so your jars don't have to be moved. She said you're afraid that moving the jars will ruin the crystals. I understand your concern about that.

When your jars are ready, I'll take you to Mommy so you can do your project. If that's today, that's great. If it's Saturday or Sunday I'm happy to take you to Mommy. You let me know. Remember, honey voice (DEARMAN)."

I texted Minh the following:

"I'm open to the idea of Hannah's staying with you a couple of days if that is what it takes for her to finish her project. What Nate says about not empowering her threats and ultimatums makes complete sense. I texted Hannah and tried to help her rephrase what she wants. I encouraged her to use the DEARMAN method Nate taught her.

I told her that threatening she would not go to school next week was not a way to get something she wants and would only hurt her. I validated her concern about moving the jars and supported her leaving them where they are. I told her that when the jars are ready, I'll take her to you so she can do her project. If that's today, that's great. If it's Saturday, Sunday, or any day next week, I'm happy to bring her there.

And, Nguyet, no it's not on me when it comes to Hannah (or Matthew or Selena), IT'S ON US."

James W. Vahey, M.D.

Minh Nguyet Luong <luongdds@gmail.com>

Jan 15, 2021, 7:14
AM

to me, Nate

Hi Nate,

I texted Jim last night from 7:30-10:30pm to discuss about hannah's project. There was no response. Hannah cried with fear that she will fail 6th grade. Her concerns are that if she moves the jars it will disrupt the crystal building process and that whatever is forming will fall off and new ones won't be done forming by the due date. I texted Jim at 10:30pm of Hannah's concern and got no response. We fell asleep after that.

As I informed you and Jim over our meeting that I don't stay in Vegas when I don't have my children. I leave town as soon as I drop them off in school on Fridays. I informed Jim that I am happy to cancel my plans and stay with Hannah to help her with her project. I informed Jim that I will need Jim email me a letter stating that he allows Hannah to stay with me until her project is done. Below is Jim's response:

[What belongs here is a screen shot of a text from me. If you need the original email I can forward it to you. You can also see the text in the pdf file of texts I sent you on Saturday Feb19th. This is what I said in my text that doesn't show up here because of a formatting issue when I was copying from my emails and pasting into this word document...

Hannah will not stay with you until the project is done. In fact if I were to agree to that, I'm sure you would see to it that it would never be done. I will do what Hannah has asked and let her be there a couple of days to finish it. Those days start when the project is ready, and cannot be more than a "couple of days."]

Hannah needs to do her science project. I will not do her science project for her. She still has a lot of work to do. She has not started doing her board. She needs to do her own observations. That can not be done without her being there to report her observations on a daily basis. It is not as simple as me telling her when her project is ready, come over, look at it and done. She also will have a presentation of it she needs to prepare for.

Again, I am here for her and will cancel my plans and stay in Vegas until her project is done. Without Jim's letter asking me to stay and allow Hannah to be with me until her project is done, I can not help Hannah. Again, this is out of my control. This is between Jim and Hannah and what he wants to do.

Sincerely,

On Jan 15, 2

Minh Nguyet Luong, D.D.S

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

NateMinetto nminetto@psychinstituteLV.com via psychinstituteLV.onmicrosoft.com Jan 15, 2021, 7:45 AM
to Minh, me

Minh and Jim,

I received a call from Jim last night about this and I will refer to my previous email as a response. Please use email to message me clinical issues or concerns so both parties can be CC'd.

"We do not want to reinforce the use of threats or ultimatums in requests. Both parents should discuss not using threats or ultimatums to obtain what she needs and remind Hannah to use healthy communication skills. We can have her ask for what she needs by using a skill such DEARMAN. <https://www.therapistaid.com/worksheets/dbt-interpersonal-effectiveness-skills.pdf>

You could have her reframe her request then respond. If you are both alright with a new plan for completing the science fair project that is both up to you. "

Nathaniel Minetto, MA, LCPC
Licensed Clinical Professional Counselor
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Science Fair Project

James Vahey <hotsail.jim@gmail.com>

Fri, Jan 15, 3:00 PM

to Nate, Minh

Before updating you on Hannah's science fair situation, I want to let you know that Minh was incorrect when she told you I did not respond to her last night. I called her, but she didn't pick up, and I texted her twice.

Science Fair Project

I offered to Minh that I bring Hannah to her daily so Hannah could see her crystals each day. Minh would not agree. Minh told me that if I didn't let Hannah stay with Minh until the project was completed that Minh would go to California.

After speaking with you this morning, I sent Minh a text to tell her that I would allow Hannah to stay with Minh for the weekend for the purpose of completing her project. I asked that Hannah return to my custody Sunday evening, that they stay in Nevada, and emphasized that this is a one-time event.

I sent the text a little before 9:00 am. Minh did not respond.

I'm guessing Minh went to California.

Since Minh did not bring the jars to school, Hannah will not have access to them until Minh returns next Friday.

On the brighter side, Hannah's teacher got back to me this morning, and I had the opportunity to share with her some of the challenges that Hannah has had and asked about an extension on her science fair project. Her teacher was agreeable to giving Hannah an extra week to complete her project.

Therefore, even if Minh went to California, and Hannah doesn't want to do anything with her project she returns to Minh's custody next Friday, Hannah will have Friday through Tuesday of the following week to complete her project.

I also asked Hannah's teacher for a recommendation for a tutor to help Hannah.

I'm expecting a pretty rough weekend with Hannah and big challenges regarding attending school next week.

I appreciate your help and will keep you posted.
Thanks

James W. Vahey, M.D.

Inbox

Minh Nguyet Luong <luongdds@gmail.com>
to me

Fri, Jan 15, 3:20 PM

Jim,

I am disappointed in how you would not be willing to help Hannah so she can succeed in school. Because of your inability to be a parent, Hannah did not do her book report last semester. You never even bothered to transport her book to me so I can help her with it.

Hannah has been in this depression and not engage in any activities while being with you. She refuses to do any thing while being with you. You had her for 2 weeks in a row during New Years' and you failed to help her get her supplies to get the project going. I had her for Monday Jan 4th and we immediately went to the store right after school to get her supplies for the project. You wrongfully insisted that it was your week to have the children (two weeks in a row even though the order stated that whoever has custody of the children for New Years' will end the Monday after school starts.) You had the children for New Years so your custody would have ended that Monday. I didn't want the children to be caught in the middle and got you mad so you can start your abusive behavior with me and the children. I agreed to have you take the children. Hannah begged you to allow her to stay with me so she can start her project but you did not care. You took the children back and again failed to help her start her project. Because of you she did not get to start her project until she was with me again this week.

Hannah chose her science project. Not I. You caused her to delay her project. Not I. Because of your inability to be a parent, I was willing to rearrange my life and cancel my appointments for the coming week to help YOU to cover your short comings. I am doing YOU a favor. For you to accuse me , as you said this morning:" You created this!". Then your accusation continued:" You created a very difficult scenario....You however use Hannah and her project as blackmail. This is clear." You went on and gave me a list of ultimatums and conditions. You behave as if this is something I want. To help Hannah and pickup your short comings I agreed to cancel my appointments for the whole week. In return, what I got was more accusations and demands. I left very specific instructions for you. All I asked was a letter from you stating that you would allow her to stay with me until her project is done. You couldn't do that.

I feel very sad for Hannah to have a father like you. She fell asleep last night crying.

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

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

Sent - January 10, 2021 at 8:41 PM - (iMessage) - Delivered

Would you please let me talk to the kids? I tried calling them and you, but I was not able to reach any of you. Would you please call me and let me talk to them?

1/11/21

Sent - January 11, 2021 at 12:31 PM - (iMessage) - Delivered

Kids school absence on Jan 11, 2021

I just learned that none of the kids are in school today. Is everyone ok? Please let me know what's going on.

Sent - January 11, 2021 at 7:05 PM - (iMessage) - Delivered

Where are you guys? Is everything ok? I don't know why all of the kids missed school today or why you haven't responded to me all day. I heard you rescheduled Hannah's counseling from today to Wednesday. Will you please explain what's going on. I hope you and the kids are ok, but have no way of knowing. Please contact me ASAP

Received - Nguyet Luong - January 11, 2021 at 7:48 PM - (iMessage)

NL

Lena has been texting you since 6:30. You know we are ok.

Sent - January 11, 2021 at 8:02 PM - (iMessage) - Delivered

No, Nguyet. These texts (below) from our 6 year old are not enough to explain all three kids having unrevised absences from school today and your not informing me or even responding to my concerns.

What's wrong? Where are you? Why did the kids miss school today?

Cttggggttfrffrgttgtg HvcmrerjksdWho are youm

Sent - January 11, 2021 at 8:02 PM - (iMessage) - Delivered

VmgvluhCBIn Hvjhfh+ Gf,had
Gggfgdfghfthfjfgfgffbbnggdffgfggffdddddsgdgdh
Gfffgfgfgfgdggngghg,ggfgkkgkvghyhgvgbfghg

Sent - January 11, 2021 at 8:02 PM - (iMessage) - Delivered

Ggng

Sent - January 11, 2021 at 8:02 PM - (iMessage) - Delivered

Sent - January 11, 2021 at 8:02 PM - (iMessage) - Delivered

Hy7redw: 🤔💔🦅🐼🐜Hcmng,thyroid,. Gdukiydjrgth5*4'h

Sent - January 11, 2021 at 8:03 PM - (iMessage) - Delivered

Please explain immediately

Sent - January 11, 2021 at 8:15 PM - (iMessage) - Delivered

Sorry about the typo: the word "unrevised" should have been transcribed as "unexcused."

Sent - January 11, 2021 at 8:16 PM - (iMessage) - Delivered

Are you and the kids in Las Vegas or California at this time?

Received - Nguyet Luong - January 11, 2021 at 8:43 PM - (iMessage)

NL

We are in vegas and well. Thank you for your concern

Sent - January 11, 2021 at 8:44 PM - (iMessage) - Delivered

Great What happened today? Why did you keep the kids out of school?

Sent - January 11, 2021 at 8:44 PM - (iMessage) - Delivered

Can I talk to the kids

Received - Nguyet Luong - January 14, 2021 at 7:33 PM - (iMessage)

NL

What ever you want to discuss we can do over text

Received - Nguyet Luong - January 14, 2021 at 8:36 PM - (iMessage)

NL

I saw your email to Nate. Please let me know what you decided. I have plans set for the weeks I don't have the kids. However if you want me to stay and help Hannah with her science project I will change my plans . If I don't hear back from you then I will leave as soon as I drop the kids off in school. I will not be available until next Friday when I have the kids again.

Received - Nguyet Luong - January 14, 2021 at 10:30 PM - (iMessage)

NL

Hannah is crying her eyes out now. She is concerned that If the jars are to be moved, the crystals will fall off and new ones will not be reformed in time.

Received - Nguyet Luong - January 14, 2021 at 10:32 PM - (iMessage)

NL

Since I haven't heard anything from you, I am going to leave tomorrow as planned. Please don't expect me to come back sooner than next Friday once I leave. It is on you.

Sent - January 14, 2021 at 11:09 PM - (iMessage) - Delivered

Hannah's project

I tried calling you. You didn't answer. Please call me, text me, or email me so we can discuss how to help Hannah with her science fair project.

Sent - January 14, 2021 at 11:14 PM - (iMessage) - Delivered

Please answer your phone or let me talk to Hannah about what she wants to do to finish her science fair project.

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

James Vahey <hotsail.jim@gmail.com>
to Minh

Mon, Jan 11, 12:33 PM

I just learned that none of the kids are in school today.
Is everyone ok?
Please let me know what's going on.

James W. Vahey, M.D.

Are you guys ok?

James Vahey <hotsail.jim@gmail.com>
to Minh

Mon, Jan 11, 7:06 PM

Where are you guys?
Is everything ok?
I don't know why all of the kids missed school today or why you haven't responded to me all day.
I heard you rescheduled Hannah's counseling from today to Wednesday.
Will you please explain what's going on.
I hope you and the kids are ok, but have no way of knowing.
Please contact me ASAP

James W. Vahey, M.D.

School absences and not communicating

Inbox

James Vahey <hotsail.jim@gmail.com>
to Minh

Mon, Jan 11, 10:05 PM

Please Nguyet, to coparent, we must communicate.
Would you please communicate with me.
Your silent treatment in front of the kids is really harmful.
Your illegally taking custody of them on Monday (January 4th) really messed up Hannah.
And, now, your pulling them out of school (January 11th) for no explained reason is beyond understanding.
I called you, texted you, and emailed you, and I didn't get any response from you.

At the very least, the court requires you to tell me where you are.

I was very worried about you and the kids, especially when I couldn't get any response from you. I even tried Hieu who didn't respond.

Please, can you explain what's been going on for the past week? Why did you take custody against the court order last Monday, and why did you not take the kids to school today and then not even respond to me when I asked you where you were with them.

I know you care about our kids. Also, I know you know that I do as well.

Unless you are injured and unable to communicate, please never put me in the position you did today.

If you are hurt and unable to communicate, would you please let Hieu know that it's ok to respond to me when I ask her about the well-being of you and our kids.

I called, texted, and emailed you, Hieu, and the kids today and heard nothing until our six-year-old sent me some gibberish texts at 6:30 pm. These are not enough to explain to me why our three kids missed school today, and I was unable to reach you, the kids, or even Hieu.

James W. Vahey, M.D.

Minh Nguyet Luong <luongdds@gmail.com>

Tue, Jan 12, 2:16 PM

to me

This is in response to your massive texts and emails. Please stop with the accusations, make up, altered information in your texts and emails. For the sake of my and your mental health, please move on and stop harassing me and the kids with the ridiculous massive texts and emails. It will only further damage your relationship with the children.

I wish you a much better attitude in life and others around you specially your children this coming year. May you find peace and happiness.

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 11, 2021, at 10:05 PM, James Vahey <hotsail.jim@gmail.com> wrote:

>

> Please Nguyet, to coparent, we must communicate.

...

[Message clipped] [View entire message](#)

James Vahey <hotsail.jim@gmail.com>

Tue, Jan 12, 2:32 PM

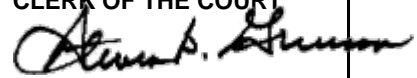
to Minh

Please explain why the children were absent from school yesterday, January 11th.

James W. Vahey, M.D.

102

102



1 **OPP**

2 **THE DICKERSON KARACSONYI LAW GROUP**
3 **ROBERT P. DICKERSON, ESQ.**

4 Nevada Bar No. 000945

5 **SABRINA M. DOLSON, ESQ.**

6 Nevada Bar No. 013105

7 1745 Village Center Circle

8 Las Vegas, Nevada 89134

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10 Facsimile: (702) 388-0210

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12 Attorneys for Plaintiff

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DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

10 JAMES W. VAHEY,

11 Plaintiff,

12 v.

13 MINH NGUYET LUONG,

14 Defendant.

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

Oral Argument Requested: Yes

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PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO
ENTER DECREE OF DIVORCE, FOR AN INTERIM
MODIFICATION OF CUSTODY, TO CHANGE CUSTODY, AND
FOR ATTORNEY'S FEES AND COSTS

19 COMES NOW Plaintiff, JAMES W. VAHEY ("Jim"), by and
20 through his attorneys, ROBERT P. DICKERSON, ESQ., and SABRINA
21 M. DOLSON, ESQ., of THE DICKERSON KARACSONYI LAW
22 GROUP, and submits Plaintiff's Opposition to Defendant's Motion to
23 Enter Decree of Divorce, for an Interim Modification of Custody, to
24 Change Custody, and for Attorney's Fees and Costs ("Opposition").

25 This Opposition is made and based upon the following Memorandum
26 of Points and Authorities, the Declaration of Jim attached hereto, the

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28 . . .

1 attached exhibits, all papers and pleadings on file herein, as well as oral
2 argument of counsel as may be permitted at the hearing on this matter.

3 DATED this 4th day of March, 2021.

4 THE DICKERSON
5 KARACSONYI LAW GROUP

6 By */s/ Sabrina M. Dolson*
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8 Nevada Bar No. 000945
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 On February 11, 2021, at 9:47 a.m., Jim filed his Motion to Transfer
4 Case to Department H and to Enter Plaintiff's Proposed Findings of Fact,
5 Conclusions of Law, and Decree of Divorce. Later that day, at 4:53 p.m.,
6 Defendant, MINH NGUYET LUONG ("Minh"), filed her Motion to
7 Enter Decree of Divorce, for an Interim Modification of Custody, to
8 Change Custody, and for Attorney's Fees and Costs. Jim's Motion
9 addresses the issues surrounding the finalization of the Decree of Divorce,
10 which was similarly addressed by Minh in her Motion. Accordingly, this
11 Opposition will primarily focus on responding to Minh's request for an
12 interim and permanent modification of custody.

13 **II. FACTUAL STATEMENT**

14 Minh begins her Motion by immediately attacking Jim with claims
15 that are wholly irrelevant to the matters before the Court. This has been
16 Minh's modus operandi throughout the lengthy duration of this case.
17 Minh begins her Motion by stating Jim insisted on a prenuptial agreement
18 because he thought he would earn more than Minh, Minh ultimately
19 earned more than Jim over the course of the parties' marriage, and Jim had
20 financial difficulties leading to him owing a substantial sum to Minh.
21 Minh, of course, does not provide an accurate accounting of the "financial
22 difficulties" Jim has endured over the years. Minh attempts to mislead this
23 Court into believing Jim's irresponsible actions resulted in Minh having "to
24 bail Jim out of the financial difficulties he placed himself." What Minh
25 does not disclose to this Court is the fact that Jim was defrauded by a
26 business associate and someone he considered a friend. This led to Jim
27 being involved in years of costly litigation in which he had to fight to keep
28 his medical building from being foreclosed upon.

1 The circumstances that led to Jim being defrauded and the facts of
2 the litigation resulting from same were testified to at the evidentiary
3 hearing in 2019 before Judge Ritchie. These circumstances and facts were
4 presented to Judge Ritchie to demonstrate Minh's dishonesty in alleging
5 the parties had an agreement to move to California. They are wholly
6 irrelevant to the current issues before the Court.

7 It is clear, however, that Minh is attempting to use the transfer of
8 this case from Judge Ritchie to this Department to relitigate her warped
9 perception of the facts and seek yet another modification to custody. As
10 detailed in Jim's Motion, Judge Ritchie held an evidentiary hearing on
11 custody matters in 2019 over a period of three (3) days during which Judge
12 Ritchie heard approximately fifteen (15) hours of testimony from six (6)
13 witnesses. Judge Ritchie entered the Findings of Fact, Conclusions of Law,
14 and Decision and Order ("Decision and Order") on September 20, 2019,
15 resolving custody.

16 In the September 2019 Decision and Order, the Court ordered the
17 parties to share joint legal custody and found it would be in the children's
18 best interest for the parties to share joint physical custody. Decision and
19 Order, 15:1–10. Given Minh's representations that she intended to
20 relocate to California with or without the children, the Court gave Minh
21 the opportunity to decide whether she wanted to share joint physical
22 custody in Las Vegas. Decision and Order, 15:1–10; *see also* Order from
23 April 22, 2020 Hearing, 3:9–19. If Minh was steadfast in her decision to
24 relocate to California without the children and chose to forego her joint
25 physical custody rights, Jim would be awarded primary physical custody,
26 almost in the nature of a default. Decision and Order, 15:1–10; *see also*
27 Order from April 22, 2020 Hearing, 3:9–19. Minh ultimately decided to
28 . . .

1 forego her joint custody rights, and thus Jim was awarded primary physical
2 custody of the children.

3 Minh was obviously very unhappy with the Court's September 2019
4 Decision and Order. Since Judge Ritchie's Decision and Order was entered
5 only approximately a year and a half ago, Minh has filed multiple motions
6 requesting a modification of Judge Ritchie's custody orders. In fact, this is
7 Minh's third motion to modify custody since Judge Ritchie's September
8 2019 Decision and Order was entered.

9 First, on March 27, 2020, Minh filed her Motion to Extend
10 Temporary Protective Order T-20-204489-T, to Change Custody on an
11 Interim Basis, for an Interview of the Minor Children and to Change
12 Custody. The Court denied Minh's request for primary physical custody
13 at the hearing held on April 22, 2020, finding that there was no adequate
14 cause to re-litigate custody except for the fact that the Court would allow
15 Minh to reconsider her decision not to share joint physical custody of the
16 children. Order from April 22, 2020 Hearing, entered June 1, 2020, 5:5-
17 20. Specifically, the Court stated:

18 The Court cannot ignore the law of the case in this matter.
19 Video Transcript, 10:21:25. Minh cannot remove the children.
20 Video Transcript, 10:21:34. Minh cannot change the children's
21 residence. Video Transcript, 10:21:35. Minh cannot live in
22 California with the children. Video Transcript, 10:21:37.
23 However, the Court is giving Minh an opportunity between
24 now and May 28, 2020 to show the Court that the one change
25 of circumstances that resonates with the Court is that she can
26 share joint physical custody in Nevada. Video Transcript,
27 10:21:39.

28 Order from April 22, 2020 Hearing, 5:5-20.

Despite the foregoing orders, a mere two (2) months later on June
29, 2020, Minh again requested to modify custody when she filed her
Opposition to Plaintiff's Emergency Motion to Resolve Parent-Child Issues
and for Attorney's Fees and Costs and Countermotion to Appoint Jen

1 Mitzel as the Children's Therapist, for an Interview of the Minor Children
2 or in the Alternative for the Appointment of a Guardian Ad Litem, to
3 Change Custody, and for Attorney's Fees and Costs. At the hearing held
4 on July 13, 2020, the Court again found "that there is no adequate cause
5 to modify custody for reasons set forth in the Order from April 22, 2020
6 hearing. The record is clear regarding the basis for the current custody
7 order. Video Transcript, 11:23:00." Order from July 13, 2020 Hearing,
8 entered August 11, 2020, 2:12-15. The Court denied Minh's second
9 request to modify custody. Order from July 13, 2020 Hearing, entered
10 August 11, 2020, 4:7-9.

11 Now that this case has been transferred to a new department, Minh
12 believes she will get another bite at the apple. As stated above, Judge
13 Ritchie held an evidentiary hearing that spanned three (3) days in 2019
14 and received Minh's evidence regarding her claims that the parties agreed
15 to relocate to California and that relocating the children to California was
16 in their best interest. Based on the evidence submitted, Judge Ritchie
17 determined:

18 The court concludes that the parties did not reach an
19 agreement to move to California, even though Minh Luong
20 purchased a separate property home there in 2017. In support
21 of this conclusion, the court finds that neither party has retired
22 or sold their practice. The parties' marital difficulties predated
23 Minh Luong's purchase of a home in Irvine, California. Minh
24 Luong testified that prior to 2017, she and her husband were
25 parties in a civil suit concerning an investment. Minh Luong
26 testified that after the case was settled, she was hurt and angry,
27 and she told James Vahey that she was going to purchase a
28 home in California, and he could follow her there if he wanted.
Minh Luong testified that she discussed moving the family to
California many times with James Vahey. Minh Luong testified
that in an April, 2018 meeting with a therapist, James Vahey
told her he was not on board with moving to California.

September 2020 Decision and Order, 9:17 – 10:4. Judge Ritchie also
concluded that Minh did not demonstrate a sensible, good faith reason to
relocate the children to California. September 2019 Decision and Order,

1 17:22–28. Judge Ritchie concluded that “Minh Luong did not prove that
2 Irvine, California is a better community, is more child friendly, has better
3 weather, has better family support, has better opportunities for the
4 children, has better extracurricular activities for the children, or has
5 cultural advantages compared to Henderson, Nevada.” September 2019
6 Decision and Order, 18:2–8.

7 After denying Minh’s request to relocate with the children to
8 California, Judge Ritchie found that it was in the children’s best interest
9 for the parties to share joint physical custody. Judge Ritchie stated that if
10 Minh decided to relocate to California without her children then Jim
11 would be awarded primary physical custody in Nevada. Minh went forward
12 with her plans and relocated to California without her children, and thus,
13 Jim was awarded primary physical custody.

14 In furtherance of her attempts to relitigate custody, Minh brings up
15 issues Judge Ritchie has already addressed, including (1) her false claim
16 that the children’s grades and behavior deteriorated after she relocated to
17 California, (2) the fact that Matthew and Hannah ran away on December
18 17, 2019, (3) Minh’s false claim that Jim listens in on the children’s
19 telephone calls with Minh using an earpiece, (4) Minh’s false claim that
20 Jim records the children’s Facetime conversations with Minh, (5) the
21 custody issue during the children’s 2020 Spring Break; (6) Minh’s false
22 allegations of domestic violence on March 20, 2020—notably, Minh never
23 informs this Court that Jim was never charged with domestic violence
24 based on the audio and video recording he took of the incident
25 demonstrating Minh was the aggressor and Jim never battered her; (7)
26 Minh’s false claim that Jim asked the Henderson Police Department to call
27 Minh to bail him out; (8) Minh’s false allegations of Jim engaging in
28 retribution against Hannah; and (9) Minh’s false claims that Jim has

1 physically abused Hannah. Jim's response to these issues are set forth in
2 detail in his Emergency Motion for Immediate Return of the Children,
3 Dissolution of TPO, Modification of Child Custody, Appointment of a
4 New Therapist for the Children, an Order to Show Cause Why Defendant
5 Should Not Be Held in Contempt, and to Resolve Other Parent Child
6 Issues, filed on March 27, 2020, and his Reply filed April 15, 2020.

7 The only new allegations in Minh's Motion do not support her
8 request to modify custody. First, Minh asserts that Hannah's December
9 2020 report card shows that she is receiving several D's and F's. The
10 decline in Hannah's grades began prior to the parties' separation. Hannah's
11 grades initially began declining while the parties were still together when
12 they moved the children from Coral Academy to Challenger School as
13 Challenger is much more difficult. Hannah's grades were also better during
14 the time that Jim had primary physical custody. Since Minh changed her
15 mind about relocating to California without her children and decided to
16 share joint physical custody of the children in Nevada, Hannah's grades
17 have precipitously declined.

18 Jim also denies Minh's claims that he pushes Hannah's homework
19 and projects off on Minh. Hannah has not been the same since Minh kept
20 the children from Jim for five (5) consecutive weeks (from March 20, 2020
21 to April 23, 2020), after Minh falsely accused Jim of domestic violence and
22 obtained a TPO. Hannah has been verbally hostile and physically abusive
23 to Jim, which Minh encourages by her behavior towards Jim in the
24 presence of the children. Jim cannot force Hannah to do homework and
25 projects that she refuses to do. Jim lets Hannah know that he is readily
26 available to help her with homework and projects whenever she needs him.
27 Jim even limits his days at work when he has the children so that he can
28 take the children to and from school and be available to help them with

1 their homework. Jim explains to Hannah the consequences of not
2 completing her school work, and has worked diligently with Hannah's
3 therapist to help Hannah understand her responsibility for completing her
4 school work, especially now that she is in the sixth grade. Jim provides
5 Hannah with all school supplies she needs to complete her homework and
6 projects. Jim encourages Hannah to complete her homework and projects.
7 However, Jim cannot physically force Hannah to complete and turn in her
8 homework and projects. Even Hannah's school, Challenger School,
9 discourages parents from being helicopter parents who hover over their
10 children or hold their hands to force the children to complete their school
11 work.

12 Nevertheless, when Hannah is upset, she acts out and tells Jim she
13 will not complete her homework and projects and will not go to school. Jim
14 is constantly trying to coparent with Minh to encourage Hannah's
15 completion of her school work, which even Minh fails to help Hannah
16 accomplish. Jim also works with Hannah's therapist, Nathaniel Minetto,
17 MA, LCPC, to encourage and support Hannah's education. On occasions
18 when Hannah has refused to go to school, Jim has carried her to his vehicle
19 because he had to take the other children to school as well. Jim has not
20 dragged Hannah as Minh alleges, and Jim does not physically abuse
21 Hannah. Minh's repeated allegations of Jim abusing Hannah have been
22 consistently unsubstantiated.

23 Jim has noticed some positive changes in Hannah since she started
24 attending therapy with Mr. Minetto; however, Hannah needs to see her
25 parents cooperating, coparenting, and acting civil to each other. Hannah's
26 therapist emphasized to the parties during a joint session how important
27 it is for Hannah to see her parents getting along and positively
28 communicating with each other. In an effort to do what is in Hannah's

1 best interest, Jim asked Minh while they were at a doctor appointment
2 with Hannah if Minh would like to join him and Hannah for lunch after
3 the doctor appointment. Jim knew it would send a positive message to
4 Hannah if her parents took her to lunch together. Minh refused to even
5 respond to Jim. Minh completely ignored Jim in Hannah's presence,
6 sending the exact opposite message to Hannah than what Mr. Minetto
7 recommended. Minh will not even respond to Jim when he says "good
8 morning" or asks Minh if the children have eaten at custody exchanges.

9 This has been Minh's behavior in front of the children since the
10 parties separated. Minh has not been able to set aside her disdain for Jim
11 for the benefit of their children. Judge Ritchie discussed Minh's
12 reprehensible behavior and how her actions have the potential to alienate
13 the children from their father in his September 2019 Decision and Order.
14 Unfortunately, Minh has not changed her behavior and continues to try
15 to interfere with the children's relationship with their father every
16 opportunity she has, which is why her most recent request to modify
17 custody is not surprising and must be denied.

18 **III. LEGAL ARGUMENT**

19 **A. This Case Should Be Reassigned to the Honorable Judge T. Arthur** 20 **Ritchie, Jr., Department H, in the Interest of Judicial Efficiency**

21 Minh's Motion demonstrates why this case should be reassigned to
22 Judge Ritchie. Minh is attempting to relitigate several issues, including
23 custody, which she is well aware Judge Ritchie already addressed and upon
24 which he entered orders. Judge Ritchie has presided over this case since
25 December 2018. Since that time, Judge Ritchie has presided over the
26 evidentiary hearing on custody in 2019, multiple motions in 2020, and the
27 evidentiary hearing on financial matters in 2020. From presiding over the
28 evidentiary hearings and the hearing on the parties' multiple motions,

1 Judge Ritchie has been able to ascertain the credibility and motives of each
2 party. Accordingly, Judge Ritchie would be able to resolve in the most
3 efficient and effective manner the finalization of the Decree of Divorce and
4 the remaining issues addressed in Jim's Motion and Minh's Motion. *See*
5 EDCR 1.90(b)(1). Based on the foregoing, in the interests of judicial
6 efficiency and economy, this matter should be reassigned to Judge Ritchie.

7 B. The Court Should Enter the Proposed Findings of Fact, Conclusions
8 of Law, and Decree of Divorce Attached as Exhibit I to Jim's Motion

9 1. *The Court Should Uphold the Court's Order Regarding the Custody*
10 *Exchange Location and Include Same in the Decree of Divorce*

11 The Court should uphold the Court's Order from April 22, 2020
12 Hearing that the custody exchanges shall occur at the guard gate of Jim's
13 home when the children are not in school. Order from April 22, 2020
14 Hearing, 7:10–12. Minh argues that the Court should order receiving
15 parent to pick up the children as “occurs in literally every other custody
16 case.” This case is not like every other custody case, however.

17 As detailed in Jim's Motion, Minh is extremely hostile to Jim and has
18 even gone so far as to enter his property, attempt to take his belongings,
19 strike, hit, and damage his property, and then falsely accuse Jim of
20 domestic violence. Jim does not feel comfortable having Minh at his home
21 or picking up the children from Minh's home given the March 20, 2020
22 incident and his past experiences with picking up the children from Minh's
23 home. Minh would often times tell Jim that the children did not want to
24 leave her home and would tell him that if he wanted to pick up the
25 children he would have to retrieve them from inside her home. Jim will not
26 enter Minh's home following the March 20, 2020 incident given he knows
27 she is capable of making false allegations of domestic violence.

28 In addition, during custody exchanges and even at events and
appointments for the children in which both parties attend, Minh outright

1 ignores Jim or berates and disparages him in front of the children. Most
2 recently, Jim asked Minh if she would like to go out to lunch with him and
3 Hannah following an appointment. In Hannah's presence, Minh
4 completely ignored Jim and did not respond. It is not healthy for the
5 children to witness this type of behavior. Moreover, since the parties began
6 exchanging the children at the guard gate, where a security guard is
7 present, the custody exchanges have been much less stressful for the
8 children.

9 Accordingly, Jim does not agree that it would be in the children's best
10 interest to modify the Court's Order that the custody exchanges occur at
11 the guard gate of Jim's home. Jim requests the Court maintain the order
12 that custody exchanges shall occur at the guard gate of Jim's home when
13 the parties are not exchanging the children at school.

14 2. *The Court Should Uphold the Court's Order that Jim Provide Health*
15 *Insurance for the Children and Minh Reimburse Jim One-Half (1/2)*
the Amount

16 This Court should deny Minh's request to modify Judge Ritchie's
17 orders regarding health insurance. At the conclusion of the evidentiary
18 hearing on financial matters, the Court found that Jim provides health
19 insurance for the parties' minor children and pays \$864.00 per month for
20 said health insurance. The Court stated that it had previously ordered both
21 parties to obtain health insurance for the children, but Minh did not.
22 Thus, the Court ordered Minh to pay \$432.00 per month to Jim as and for
23 her one-half (1/2) portion of the children's health insurance.

24 The Court also stated: "If mom gets insurance, then the order related
25 to insurance could be reviewed since she is essentially paying for half of the
26 insurance for the children through dad." September 4, 2020 Hearing
27 Video, 11:13:45. Judge Ritchie's comment that it may review the order
28 regarding health insurance does not mean that Minh's obtainment of

1 health insurance automatically means she is not responsible for one-half
2 (½) the amount of the health insurance provided for the children by Jim
3 as ordered by the Court.

4 In fact, there are several issues with the insurance Minh obtained for
5 the children. Specifically, the health insurance policy obtained by Minh is
6 simply a premium Minh pays to have access to United Healthcare's
7 network (i.e., insurance discounts for network providers), but Minh is still
8 required to pay for the same expenses an insurance company would pay.
9 There is also a \$3,000.00 deductible for the health insurance policy
10 obtained by Minh, whereas the health insurance policy provided by Jim
11 only has a \$500.00 deductible. Minh's health insurance policy also only
12 covers three (3) co-pays per year per child and only up to \$50.00 for x-rays
13 in a doctor's office twice a year for each child. There is no coverage for x-
14 rays performed at a radiology facility, emergency room care, operating
15 room or surgery care, inpatient hospitalization, physical therapy, surgery,
16 or mental health.

17 Based on the foregoing, Jim requests the Court enter the Decree with
18 Judge Ritchie's Orders that Minh reimburse Jim \$432.00 per month for her
19 one-half (½) portion of the children's health insurance provided by Jim,
20 and deny her request to modify same.

21 3. *The Court Should Enter the Custody Orders Set Forth in the Proposed*
22 *Decree of Divorce*

23 Minh maintains that she should be awarded the Easter/Spring Break
24 holiday in even years and Jim should be awarded the holiday in odd years,
25 even though Minh had the children for their Easter/Spring Break holiday
26 in 2020. Minh apparently believes there is some significance to the fact
27 that she had the children for their Easter/Spring Break holiday in
28 2020—and for four (4) weeks after given she obtained a TPO by falsely

1 accusing Jim of domestic violence—because at that time Jim had primary
2 physical custody after she chose to move to California without her
3 children. This argument is irrelevant and unpersuasive. In fairness and
4 equity to the parties and their children, Jim should have the children for
5 their Easter/Spring Break holiday in odd years and Minh should have the
6 children in even years.

7 Regarding the children’s summer break from school, Minh argues the
8 parties should share custody of the children on a two (2) week on/two (2)
9 week off basis. Unfortunately, the children’s summer break from school is
10 ten (10) weeks long, which means that if the parties begin their two (2)
11 week on/two (2) week off schedule with the first week of summer break,
12 one parent will end up having the children for six (6) weeks and the other
13 parent will end up having the children for four (4) weeks. Thus, this
14 schedule should not be implemented.

15 As an alternative, Minh proposes for the first time that one parent
16 have the first two (2) weeks and the other parent have the last two (2)
17 weeks of the children’s summer break, and the parties alternate the middle
18 eight on a week on/week off basis. This is nearly identical to, but the
19 converse of, the schedule proposed by Jim, to which Minh refused to agree.
20 During their communications following the 2020 evidentiary hearing, Jim
21 proposed that to ensure each parent receives five (5) weeks with the
22 children during their summer break from school, one parent will get the
23 children the first week of summer break, and the other parent will get the
24 children the last week of summer break. The parents would then alternate
25 the middle eight (8) weeks of summer break on the two (2) week on/two
26 (2) week off schedule. Minh is now proposing the converse of that
27 schedule.

28 . . .

1 Given each party will receive five (5) weeks with the children during
2 their summer break if the Court adopts Minh's alternative schedule or the
3 schedule set forth in the proposed Decree of Divorce, which Jim attached
4 as Exhibit 1 to his Motion, Jim requests the Court adopt the summer break
5 provision set forth in the proposed Decree of Divorce. In the event the
6 Court believes the parties' proposals are too complicated, Jim requests the
7 Court order the parties to continue alternating custody on a week on/week
8 off basis during the summer break. The parent who has custody of the
9 children pursuant to the regular custody schedule on the children's last
10 week of school would also have the children for the first week of summer
11 vacation or intersession break, and the parties would alternate week
12 on/week off thereafter.

13 C. This Court Should Deny Minh's Request for Hannah to be
14 Interviewed and to Modify Custody

15 Pursuant to NRS 125C.0045(1)(a), in any action for determining the
16 custody of a minor child, the Court may "[d]uring the pendency of the
17 action, at the final hearing or at any time thereafter during the minority of
18 the child, make such an order for the custody, care, education,
19 maintenance and support of the minor child as appears in his or her best
20 interest." NRS 125C.0035(4) sets forth the factors the Court is to consider
21 in determining the children's best interest. This Court has discretion to
22 deny Minh's motion for Hannah to be interviewed and to modify custody
23 without holding a hearing based on the fact Minh has failed to
24 demonstrate adequate cause to hold a hearing. *Rooney v. Rooney*, 109 Nev.
25 540, 542, 853 P.2d 123, 124 (1993).

26 'Adequate cause' requires something more than allegations
27 which, if proven, might permit inferences sufficient to establish
28 grounds for a custody change. 'Adequate cause' arises where
 the moving party presents a prima facie case for modification.
 To constitute a prima facie case it must be shown that: (1) the

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

3 *Id.* at 543, 853 P.2d at 125 (citing *Roorda v. Roorda*, 25 Wash. App. 849,
4 611 P.2d 794, 796 (1980)). Minh has not presented a prima facie case
5 demonstrating Hannah should be interviewed or custody should be
6 modified.

7 This is Minh's third motion to modify custody since Judge Ritchie
8 entered his September 2019 Decision and Order. Judge Ritchie denied
9 Minh's first and second requests to modify custody without holding an
10 evidentiary hearing. At the April 22, 2020 hearing, Judge Ritchie found
11 there was no adequate cause to re-litigate custody except that the Court
12 would allow Minh to reconsider her decision not to share joint physical
13 custody. Specifically, the Court stated:

14 The Court cannot ignore the law of the case in this matter.
15 Video Transcript, 10:21:25. Minh cannot remove the children.
16 Video Transcript, 10:21:34. Minh cannot change the children's
17 residence. Video Transcript, 10:21:35. Minh cannot live in
18 California with the children. Video Transcript, 10:21:37.
19 However, the Court is giving Minh an opportunity between
now and May 28, 2020 to show the Court that the one change
of circumstances that resonates with the Court is that she can
share joint physical custody in Nevada. Video Transcript,
10:21:39.

20 Order from April 22, 2020 Hearing, 5:5-20.

21 Despite the foregoing orders, a mere two (2) months later on June
22 29, 2020, Minh again requested to modify custody when she filed her
23 Opposition to Plaintiff's Emergency Motion and Countermotion. At the
24 hearing held on July 13, 2020, the Court again found "that there is no
25 adequate cause to modify custody for reasons set forth in the Order from
26 April 22, 2020 hearing. The record is clear regarding the basis for the
27 current custody order. Video Transcript, 11:23:00." Order from July 13,
28 . . .

1 2020 Hearing, 2:12-15. Accordingly, the Court denied Minh's second
2 request to modify custody. Order from July 13, 2020 Hearing, 4:7-9.

3 Minh relies primarily upon claims and allegations she has already
4 brought before Judge Ritchie in requesting the Court modify custody.
5 Minh also does not provide an analysis of the best interest factors set forth
6 in NRS 125C.0035(4). The primary basis upon which Minh requests the
7 Court modify custody is her assertion that Hannah's grades and behavior
8 are deteriorating. Although Hannah's grades have been declining, they
9 have been declining since prior to the parties' separation. Hannah's grades
10 actually began to decline prior to the parties' separation when they moved
11 Hannah from Coral Academy to Challenger as Challenger is much more
12 difficult. Hannah' grades have continued to decline since then, and
13 Hannah actually received better grades when Jim had primary physical
14 custody. Hannah's grades have deteriorated since Minh changed her mind
15 about moving to California without the children, and decided she wanted
16 to share joint physical custody of the children in Nevada. It is nonsensical
17 that Minh believes this Court will find that the decline in Hannah's grades
18 is solely Jim's fault when the parties have equal time with the children.

19 Jim also never stated to Minh that he cannot handle Hannah
20 academically. In making such a false statement, Minh is referring to a
21 science fair project Jim allowed Hannah to complete with Minh. Jim did
22 not agree to this because he cannot handle Hannah academically. In fact,
23 prior to this science fair project, Jim was the parent who helped Hannah
24 with her science fair projects every year beginning in second grade. In
25 second grade, Jim helped Hannah with paper chromatography. In third
26 grade, Jim helped Hannah with growing bacteria in Petri dishes. Hannah
27 did so well on her project that year that she was invited to present her
28 project at the UNLV citywide science fair. In fourth grade, Jim assisted

1 Hannah with her science fair project on fruit batteries. In fifth grade, Jim
2 assisted Hannah with her project, which was about parachutes. This is the
3 first year in which Jim did not assist Hannah with her science fair project.

4 The reason Jim primarily assisted Hannah with her science fair
5 projects in previous years is because when Hannah was in second grade,
6 Minh told Jim that he would be responsible for helping Hannah with all
7 her school work because Minh had become so frustrated and impatient
8 with Hannah. Now that Minh has successfully alienated Hannah from Jim,
9 Hannah did not want to complete her science fair project with Jim this
10 year.

11 This does not change the fact that Hannah should have been able to
12 complete the science fair project during Minh's custody time. Jim
13 calculates that Minh had 15 custody days to work on the science fair
14 project with Hannah in December, and still did not complete it. On
15 Monday, January 11, 2021, the week before the science fair project was
16 due, Minh even had Hannah, Matthew, and Selena miss school so she
17 could take the children to Brianhead. It is unreasonable for Minh, who
18 claims to be so concerned about Hannah's failing grades and unfinished
19 science fair project, to allow Hannah to skip school to go skiing. Moreover,
20 the first time Hannah wanted to work on a science fair project with Minh
21 and not Jim, the science fair project was not timely completed during
22 Minh's custody time. Rather, Minh took the children to Brianhead during
23 her last weekend of custody instead of helping Hannah with her project.
24 Minh allowed Hannah to put off working on the science project that was
25 due on Jim's custody day in an attempt to make it seem as if Hannah's
26 failure to complete the project was Jim's failure.

27 In order to ensure Hannah did not receive a failing grade on her
28 science project, Jim secured a one week extension from Hannah's teacher.

1 When Jim told Hannah about the extension, Hannah said she would not
2 agree to the extension and would only turn the project in on time if Jim
3 allowed her to complete it with Minh. Minh also informed Jim that if he
4 would not agree to allow Hannah to stay with her until the project was
5 completed, she was going to California. This put Jim in a predicament
6 because the sugar crystals were growing in jars at Minh's home, and
7 Hannah claimed they could not be moved. Jim asked Minh if he could take
8 Hannah to Minh's home to observe the crystals each day, and even stated
9 he would remain in his car while Hannah went into Minh's home, but
10 Minh refused. Minh would only agree to stay in Las Vegas so that Hannah
11 would have access to her sugar crystals if Jim would let Minh have custody
12 of Hannah from January 15, 2021 and continuing through the next week,
13 which was Jim's custody week. Essentially, Minh put Jim in a lose-lose
14 situation. Hannah would blame Jim for failing her science project if he did
15 not agree to allow her to stay with Minh, and Hannah would refuse to
16 complete her science project if Jim insisted she stay with him. Reluctantly,
17 hoping to prevent Hannah from failing her science project, Jim agreed to
18 allow Hannah to stay with Minh to complete the science fair project, but
19 informed Hannah and Minh that this was a one time event and would not
20 happen in the future.

21 The issues surrounding Hannah's grades have been litigated before
22 Judge Ritchie since 2019. Hannah's grades were addressed at the 2019
23 evidentiary hearing, and in each of Minh's motions to modify custody,
24 which Judge Ritchie denied without an evidentiary hearing because of the
25 lack of adequate cause. There is a detailed analysis and response of Minh's
26 allegations regarding the children's grades in Jim's April 10, 2020
27 Opposition, and Jim refers the Court to same. Despite Minh's attempts to
28 paint Jim as an inadequate and absent parent, Judge Ritchie determined:

1 “Minh’s allegation that James Vahey was a disengaged or neglectful parent,
2 or that she was the primary parent or the more suitable parent, was not
3 credible, and was not supported by sufficient proof. Minh Luong’s
4 testimony in this regard, and these allegations were contradicted by
5 documentary proof and witness testimony that was credible.” September
6 20, 2019 Decision and Order, 10:11-19.

7 Most importantly, it would not be in the children’s, and especially
8 Hannah’s, best interest for the Court to modify custody, even temporarily.
9 The pleadings on file, and in particular Judge Ritchie’s September 2019
10 Decision and Order, demonstrate Minh’s repeated and consistent efforts
11 to interfere with the children’s relationship with their father. Minh has
12 been most successful with Hannah, but is now trying to work on Selena.
13 Since Minh kept Hannah from Jim for five (5) weeks (i.e., from March 20,
14 2020 to April 23, 2020), Hannah has not been the same. Hannah has been
15 hostile and angry with Jim, and it is evident Hannah’s behavior is the
16 result of Minh discussing the case and her positions with Hannah. Judge
17 Ritchie even noted his concerns for Minh’s behavior and proclivity to have
18 inappropriate conversations with the children in his September 2019
19 Decision and Order:

20 The court finds that James Vahey is more likely to allow the
21 children to have a frequent and continuing relationship with
22 the other parent. The court has concerns that Minh
23 Luong’s negative attitude towards James Vahey that stems
24 from his refusal to allow her to move the children to
25 California has caused her to negatively influence the
26 relationship between the children and their father.
27 Evidence was presented at the hearing that showed Minh
28 Luong has discussed the dispute with the parties’ children.
James Vahey’s account of the events in August, 2019 when
Hannah was upset and crying on the first day of school was
credible. James Vahey testified that Minh Luong told him in
the presence of the children that he had forced the kids to go
to school in Nevada instead of Irvine where he promised, and
said to him, in front of the children, that he misled all of us.
Evidence was presented that supports a finding that Minh
Luong encouraged Hannah and Matthew to discuss the move

1 to California with their father. Minh Luong testified that when
2 asked by the children about moving to California, she told the
3 children to ask their dad. James Vahey testified that shortly
4 after the separation, Selena, age 4, told him at a custody
exchange that mommy told me to tell you to let her stay with
her all of the time. **This dialog shows poor judgment and
has the potential to alienate the children from their father.**

5 . . .

6 The court concludes that James Vahey is more likely to foster
and encourage a healthy relationship between the children and
the other parent.

7 . . .

8 **The court finds that Minh Luong's intention to move is,
in part, to deprive James Vahey of his parenting time.**

9
10 September 20, 2019 Decision and Order, pg. 11:11 – 12:18; 18:13-14
11 (emphasis added).

12 Jim has been candid with this Court since last year about the
13 behavior issues both parties are experiencing with Hannah. Thankfully,
14 Judge Ritchie granted Jim's request last year to have Hannah seen by a
15 psychologist. Although Jim requested that Bree Mullin be appointed as
16 Hannah's psychologist, Dr. Mullin was not available and Hannah has been
17 seeing Nathaniel Minetto, MA, LCPC. Hannah has developed a great
18 relationship with Mr. Minetto and trusts him and is comfortable with him.
19 Unfortunately, until Minh will agree to coparent with Jim and be civil to
20 him in front of the children, the children will continue witnessing Minh's
21 disdain for Jim, which will negatively impact them.

22 Thus far Minh has been unable to look past her disdain for Jim to
23 meet the children's best interest. On January 15, 2021, Minh sent an email
24 to Jim stating: "I feel very sad for Hannah to have a father like you."
25 **Exhibit 1**, Communications Between Parties Regarding Hannah's Science
26 Fair Project. Selena has even commented to Jim that she knows Minh does
27 not like him. Selena is six (6) years old. There is no reason Selena should
28 know this or witness behavior demonstrating this. Jim has even heard

1 Minh refer to him as “that man” when speaking to Selena. Jim has also
2 heard Minh tell the children that Jim lies. There are numerous examples
3 of Minh’s alienating behavior in front of the children, which have been
4 detailed at the evidentiary hearings and in the multiple filings with the
5 Court.

6 It would also not be in the children’s best interest for the Court to
7 modify custody, even temporarily, because Minh refuses to coparent with
8 Jim. Minh even testified at the 2019 evidentiary hearing that “she cannot
9 co-parent with James Vahey.” September 20, 2019 Decision and Order,
10 13:13-16. Nothing has changed since then.

11 Recently, on January 11, 2021, Minh had the children miss school
12 without informing Jim. When Jim learned that the children were not in
13 school that day, he called Minh and sent several text messages and emails
14 to ensure the children were safe. Minh did not respond to Jim until 7:48
15 p.m. and told Jim she and the children were in Nevada. Exhibit 2, Text
16 Messages Exchanged Between the Parties on January 11, 2021. Although
17 Minh confirmed the children were all safe, Minh refused to inform Jim
18 why the children missed school. Exhibit 2. At 2:16 p.m. on January 12,
19 2021, Minh sent an email to Jim not to reassure him that the children were
20 safe or where they were, but to tell him to stop harassing her. Exhibit 3,
21 Communications Between the Parties from January 11–12, 2021.

22 Jim later learned Minh had lied about the children being in Nevada
23 and that Minh had taken the children to Brianhead for the weekend.
24 Minh’s failure to coparent was a direct violation of the Court’s Order “that
25 each party must inform the other party in writing where the children will
26 be whenever the children will be away from the custodial parent’s home for
27 a period of two (2) nights or more.” Order from July 13, 2020 Hearing,
28 3:20–23.

1 Based on the foregoing, Minh has not demonstrated adequate cause
2 to modify custody, and this Court should deny Minh's request without
3 holding an evidentiary hearing. Minh's request is clearly an attempt to
4 overturn Judge Ritchie's custody orders, which were entered only a year
5 and a half ago. Judge Ritchie has denied two (2) other requests by Minh
6 to modify custody since then for lack of adequate cause.

7 This is also Minh's third request to have the children interviewed and
8 to have them testify in Court. Jim strongly opposes having the children
9 interviewed or having the children testify in Court as he does not want his
10 children to be involved in the parties' custody litigation. Judge Ritchie has
11 agreed with Jim and has denied each of Minh's requests to have the
12 children interviewed or to testify. Minh first requested the children be
13 permitted to testify in June 2019 when she filed Defendant's Motion for
14 Order Permitting Minor Children to Testify at Evidentiary Hearing. The
15 Court properly denied her motion.

16 Minh again requested the Court interview the children in her March
17 27, 2020 Motion to Extend Temporary Protective Order T-20-204489-T,
18 to Change Custody on an Interim Basis, for an Interview of the Minor
19 Children and to Change Custody. Judge Ritchie denied Minh's request at
20 the April 22, 2020 hearing. Order from April 22, 2020 Hearing, 8:4-8.

21 In opposing each of Minh's requests to have the children interviewed
22 or to have them testify, Jim has raised concerns that he continues to have
23 regarding Minh's manipulation, alienation, and coaching of the children.
24 The children are young and do not have the ability to distinguish between
25 truth and falsehood regarding the information their mother tells them.
26 Hannah is only eleven (11) years old, Matthew is ten (10) years old, and
27 Selena is six (6) years old. The children are too young to receive just
28 impressions of whether they are being influenced, manipulated, and

1 coached, and possess the ability to relate such impressions to the Court.
2 Judge Ritchie has also found in his September 2019 Decision and Order
3 that Minh's behavior "has the potential to alienate the children from their
4 father."

5 Despite Judge Ritchie's admonishments, Minh has not changed her
6 concerning behavior and continues her campaign to alienate the children
7 from their father. Minh has been most successful with Hannah, which is
8 why she should not be interviewed. Hannah has emotionally struggled with
9 the parties' divorce the most. Involving Hannah in the parties' custody
10 litigation would only psychologically harm her more. Based on the
11 foregoing, this Court should deny Minh's request to have Hannah
12 interviewed.

13 D. The Court Should Deny Minh's Request for Attorneys' Fees

14 The Court should deny Minh's request for attorneys' fees. Pursuant
15 to EDCR 5.503(a):

16 Points and authorities lacking citation to relevant authority, or
17 consisting of bare citations to statutes, rules, or case authority,
18 do not comply with this rule. The absence or deficiency of
19 points and authorities may be construed as an admission that
the filing is not meritorious, as cause for denial of all positions
not supported.

20 Minh provides bare citations to statutes, rules, and case authority in
21 her Motion to support her request for attorneys' fees. Given Minh has not
22 complied with EDCR 5.503(a), her request must be denied.

23 Minh also has not complied with EDCR 5.507, which provides:

24 (a) A General Financial Disclosure Form (GFDF) must
25 be filed in support of any motion or countermotion that
26 includes a request to establish or modify child support, spousal
support, fees and allowances, exclusive possession of a
residence, or any matter involving money to be paid by a party.

27 . . .
28

1 (d) A financial disclosure must be filed within 3 days of
2 the filing of the motion, countermotion, or opposition it
3 supports, and may only be filed in open court with leave of the
4 judge upon a showing of excusable delay.

5 . . .

6 (f) An assertion within a motion, opposition, or
7 countermotion that there has been no material change in a
8 financial disclosure filed within the preceding 6 months
9 satisfies this rule.

10 (g) The court may construe any motion, opposition, or
11 countermotion not supported by a timely, complete, and
12 accurate financial disclosure as admitting that the positions
13 asserted are not meritorious and cause for entry of orders
14 adverse to those positions, and as a basis for imposing
15 sanctions.

16 Minh did not file an FDF in support of her motion requesting attorneys'
17 fees and costs. Minh last filed an FDF on January 29, 2019, more than two
18 (2) years ago. Thus, Minh cannot even comply with EDCR 5.507(f) by
19 asserting that there has been no material change in an FDF filed within the
20 preceding 6 months. Pursuant to EDCR 5.507(g), this Court should
21 construe Minh's motion requesting attorneys' fees as admitting that the
22 positions asserted are not meritorious and cause for entry of orders adverse
23 to her positions. The Court should also sanction Minh for her
24 noncompliance with the Eighth Judicial District Court Rules as provided
25 for in EDCR 5.507(g).

26 Lastly, Minh's request for attorneys' fees is also unwarranted under
27 the statutes and rules cited. Minh cannot demonstrate the Jim's Motion
28 or this Opposition was brought or maintained without reasonable ground
or to harass the prevailing party pursuant to NRS 18.010(2)(b). Minh
cannot demonstrate that she is in need of assistance to enable her to carry
on or defend her suit pursuant to NRS 125.040(1)(c) given Minh has a
multimillion dollar estate. Further, there is no subsection 3 to NRS
150.140 and NRS 150.140 concerns "revocation of letters when personal

1 representative absconds and fails to account” and is entirely irrelevant to
2 the issue of attorney’s fees in a divorce matter.

3 Based on the foregoing, Minh’s request for attorneys’ fees should be
4 denied, and Minh should be sanctioned.

5 **IV. CONCLUSION**

6 Based on the foregoing, Jim respectfully requests the Court deny
7 Minh’s Motion in its entirety. Jim respectfully requests the Court grant the
8 relief requested in his Motion, transfer this case to Department H, enter
9 the proposed Decree of Divorce as the Order of this Court, and enter
10 orders setting reasonable boundaries for the parties’ telephonic
11 communication with the children.

12 DATED this 4th day of March, 2021.

13 THE DICKERSON
14 KARACSONYI LAW GROUP

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

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

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

2. I am making this declaration in support of my OPPOSITION TO DEFENDANT’S MOTION TO ENTER DECREE OF DIVORCE, FOR AN INTERIM MODIFICATION OF CUSTODY, TO CHANGE CUSTODY, AND FOR ATTORNEY’S FEES AND COSTS (“Opposition”). I have read the Opposition prepared by my counsel and swear, to the best of my knowledge, that the facts as set forth therein are true and accurate, save and except any fact stated upon information and belief, and as to such facts I believe them to be true. I hereby reaffirm said facts as if set forth fully herein to the extent that they are not recited herein. If called upon by this Court, I will testify as to my personal knowledge of the truth and accuracy of the statements contained therein.

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

Executed on March 4, 2021

/s/ James W. Vahey
JAMES W. VAHEY

CERTIFICATE OF SERVICE

Pursuant to NRCp 5(b), I certify that I am an employee of THE DICKERSON KARACSONYI LAW GROUP, and that on this 4th day of March, 2021, I caused the above and foregoing document entitled PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO ENTER DECREE OF DIVORCE, FOR AN INTERIM MODIFICATION OF CUSTODY, TO CHANGE CUSTODY, AND FOR ATTORNEY'S FEES AND COSTS to be served as follows:

☒ pursuant to mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

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

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

☐ by hand-delivery with signed Receipt of Copy.

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

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

/s/ Sabrina M. Dolson
An employee of The Dickerson Karacsonyi Law Group

Sabrina Dolson

From: James Vahey <hotsail.jim@gmail.com>
Sent: Thursday, March 4, 2021 11:32 PM
To: Sabrina Dolson
Cc: Bob Dickerson
Subject: Re: Counter motion 2
Attachments: Opposition to Motion to Enter Decree.COMPARE .001 and. 002.pdf; Opposition to Motion to Enter Decree.002.pdf

I approve of this revision. Please submit it on my behalf.
Thank you

James W. Vahey, M.D.

On Mar 4, 2021, at 11:17 PM, Sabrina Dolson <sabrina@thedklawgroup.com> wrote:

Hi, Dr. Vahey:

Attached is the revised Opposition. Please let me know if you approve the use of your electronic signature on the Declaration.

Best Regards,

Sabrina M. Dolson, Esq.

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

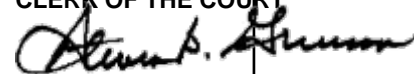
****Please note my email address has changed to sabrina@thedklawgroup.com**

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

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

JAMES W. VAHEY,
Plaintiff,

vs.

MINH NGUYET LUONG,
Defendant.

Case No.: D-18-581444-D

Dept.: U

Hearing Date: March 22, 2021

Hearing Time: 10:00 a.m.

**DEFENDANT'S EXHIBIT APPENDIX IN SUPPORT OF OPPOSITON TO
MOTION TO ENTER DECREE OF DIVORCE, FOR AN INTERIM
MODIFICATION OF CUSTODY, TO CHANGE CUSTODY,
AND
FOR ATTORNEY'S FEES AND COSTS**

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

Exhibit P: A printout of the call detail from Minh's tmobile cell phone log
showing that after Jim was arrested on March 20, 2020, by the

1 Henderson Police Department, on March 21, 2020, Aztec Bail
2 Bonds called Minh.
3

4 **Exhibit Q:** The email dated March 8, 2021, from Minh's insurance broker,
5 Brian Ortega, addressing the complaints that Jim had in his
6 Opposition to Minh's request to use the health insurance policy
7 she obtained for the children.
8

9 **Exhibit R:** An email dated February 22, 2021, from Minh's insurance
10 broker, Brian Ortega, addressing Jim's complaints about the
11 insurance policy that Minh purchased for the children.
12

13 **Exhibit S:** A table prepared by Minh showing that based upon the sample
14 she was able to obtain that the out-of-pocket costs for the
15 health insurance policy she obtained for the children are lower
16 than the policy Jim has through his employment.
17
18

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

1 **Exhibit T:** A copy of the text message from Jim to Minh with Jim telling
2
3 Minh to “not interfere with us and our custody time,” and
4 daring Minh, “if you disagree, have your attorney file a
5 moiton.”
6

7 DATED this 15th day of March 2021

8 PAGE LAW FIRM

9
10 

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

EXHIBIT P

EXHIBIT P

EXHIBIT P

Re: tmobile call log bail bond

Fred Page <fpage@pagelawoffices.com>

Re: 4/17/2020 8:15 PM

To: Minh Nguyet Luong <luongdds@gmail.com>

Thanks,

From: Minh Nguyet Luong <luongdds@gmail.com>

Sent: Friday, April 17, 2020 8:11 PM

To: Fred Page <fpage@pagelawoffices.com>

Subject: tmobile call log bail bond

Hi Fred,

Here is the call log of the call I received asking me to bail Jim out. The lady over the phone told me that Jim only gave them my phone number and no one else. It is the 702-262-0088. I just did a google search of that phone number and it is from Aztec Bail Bond.

I am available any time if you need me.

 [Bill](#) [Usage](#) [Account](#) [My phone](#) [Shop](#) [Contact Us](#) [Search](#) MINH



MINH

Call details

Filter

Mar 19 - Current

Total: 3508 minutes

Date & Time (Pacific)	Destination	Number	Min	Type
03/21/2020,08:04 AM	INCOMING	(714) 724-2535	2 Min	T-Mobile to T-Mobile
03/21/2020,06:27 AM	INCOMING	(702) 262-0088	3 Min	--

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 Q

EXHIBIT Q

EXHIBIT Q

Fwd: Jim's response to our insurance

Minh Nguyen Luong <luongdds@gmail.com>

Mon 3/8/2021 1:55 PM

To: Fred Page <fpage@pagelawoffices.com>

[REDACTED]

Begin forwarded message:

From: BRIAN ORTEGA <BRIAN.ORTEGA@USHAdvisors.com>

Subject: Re: Jim's response to our insurance

Date: March 8, 2021 at 12:49:37 PM PST

To: Minh Nguyen Luong <luongdds@gmail.com>

Hey Minh,

So we've already addressed the first part in the previous email as he just repeated that portion. As far as the copays the plan does not have any copay's. What they are referring to is a secondary discount called the plan benefit amount. That is an additional discount that gets applied to your bill in addition to your initial 50 - 80% discount, and then you pay whatever amount is left over. Even if you happen to use all of those plan benefit amounts for the years, you would still always get the provider discount which is where you are getting the majority of your discount. So you do have unlimited doctors visits. On the other hand, those plan benefit amounts do rollover to the next year so if you went less than 3 times a year (excluding wellness visits as those don't count as regular doctors visits) then in the following year you would have additional plan benefit amounts. Same idea for the xrays, you're always going to first get your 50 - 80% provider discount, and the \$50 mentioned is a secondary discount that gets applied. You would pay the amount left over. As far as the imaging in a radiology facility, this plan does indeed cover that. You can view that in the outpatient benefit section. It mentioned the benefits for CAT scan, PET scan, and MRI benefits. You will find those when you click on the "Premiere Choice Brochure" tab from the first page of the brochure. For the emergency room coverage that's labeled as urgent care. Urgent care/emergency room are interchangeable in plan brochures. You can view the benefit there on the brochure. As far as surgery, this plan has a "Step up rider" built in that will take effect in the event of surgery needed. It will allow the plan step up to the Plan 3 benefits level which will provide them with surgery benefits. The plan also covers inpatient hospitalization. It discusses that on the very first "popular plan features" page. This is a private plan so physical therapy is not covered innately. With that said, generally, physical therapy would be recommended after an accident. In that situation, the accident protection portion of the plan would kick in. After paying a \$500 deductible, you would have access to up to \$10,000 in accident protection, which you can then use to cover your physical therapy. Chronic mental illness, such as schizophrenia or bipolar disorder are not covered on private plans. Although simple mental health such as depression, anxiety are. If the client had those conditions they would not be placed on this plan to begin with, as it is a medically underwritten plan, so that is a moot point. To wrap up, as a baseline rule, regardless of what the situation is, you will always be getting your initial 50 - 80% provider discount on any expense, and the variability is just in the amount of the secondary plan benefit amount, which you would refer to the brochure to see what that amount may be based on the service you are looking for. Also importantly, do not overlook the \$3000 out of pocket max. If there ever was any major surgery/hospitalization, catastrophic event, critical illness, etc, your stop loss would be set at that \$3000 OOP before your coinsurance becomes 100%.

From: Minh Nguyen Luong <luongdds@gmail.com>

Sent: Sunday, March 7, 2021 12:59:56 AM

To: BRIAN ORTEGA

Subject: Jim's response to our insurance

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Brian,

The attached is Jim's argument to our insurance. Can you help me respond to it? We only have about 3 days to resubmit to court.

Thank you.



EXHIBIT R

EXHIBIT R

EXHIBIT R

Fwd: United Healthcare Plan Brochure and Application.

Minh Nguyen Luong <luongdds@gmail.com>

Mon 3/8/2021 12:56 PM

To: Fred Page <fpagelawoffices.com>

This is the first time I have ever heard of this.

Begin forwarded message:

From: BRIAN ORTEGA <BRIAN.ORTEGA@USHAdvisors.com>
Subject: Re: United Healthcare Plan Brochure and Application.
Date: February 22, 2021 at 7:32:11 AM PST
To: Minh Nguyen Luong <luongdds@gmail.com>

The first part doesn't even make sense to me. When you pay for health insurance, by definition you are paying to have access to their network. That is the point of getting insurance. So him stating that is just stating how insurance works. By having the plan, you now are going to be receiving a provider discount of an average of 50 - 80% for just being on their PPO network. That is the first discount you will receive on your bills. Then in addition to that, the plan will then provide a secondary plan benefit, which is an additional discount that gets applied to the bill reducing it further. That secondary amount varies based on the service you are going for. The plan brochure provides the different benefit amounts for the different services.

For the second part, the plan has a \$0 deductible on all your basic day to day needs, which is stated clearly on the first line of the first page of the brochure. That will apply to services such as doctors visits, prescriptions, labs, imaging, wellness benefits, etc. Ultimately anything outside of a major hospitalization or critical illness is subject to no deductible. The \$3000 deductible only applies in a catastrophic event, again such as a major accident or critical illness. But it is a moot point, as that portion of the plan also has a \$3000 out of pocket max. So as you're paying that first \$3000 you're really just paying your out of pocket max, which at that point the coinsurance takes over at 100%. For example, a traditional plan usually has an out of pocket max around \$7000 - \$8500. So yes the deductible may be lower but you would continue to pay out of pocket until you met the out of pocket max. Where with this plan once you reach the \$3000 out of pocket max then the 100% coinsurance kicks in.

From: Minh Nguyen Luong <luongdds@gmail.com>
Sent: Sunday, February 21, 2021 9:12:10 AM
To: BRIAN ORTEGA
Subject: Re: United Healthcare Plan Brochure and Application.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Brian,

My ex wrote the following to the judge to say why we can not use our insurance and we should go with his. Can you respond to his comment so I know to respond to him?

Thank you,

Specifically, the health insurance policy obtained by Minh is simply a premium Minh pays to have access to United Healthcare's network (i.e., insurance discounts for network providers), but Minh is still required to pay for the same expenses an insurance company would pay. There is also a \$3,000.00 deductible for the health insurance policy obtained by Minh, whereas the health insurance policy provided by Jim only has a \$500.00 deductible.

On Dec 7, 2020, at 9:12 AM, BRIAN ORTEGA <BRIAN.ORTEGA@USHAdvisors.com> wrote:

EXHIBIT S

EXHIBIT S

EXHIBIT S

Table 1

	Jim's insurance	Minh's insurance	Notes
Famotidine	15	21.87	Selena's regurgitation medicine
Amoxicillin	15	0	Hannah's ear infection medicine
Red Rock Vision	10	0	Hannah's eye doctor
Desert Orthopedic Center.	500 deductible/70 copay	0 deductible/0 copay	Hannah's foot doctor, used both insurance therefore no copays
Children's Back and Spine	500 deductible/70 copay	0 deductible /0 copay	Hannah's back, used both insurance therefore no copays
Select Therapy	35	0 deductible/ 0 copay	Hannah's physical therapy, since Minh's insurance is in network, there is no copay for Hannah's session
Academic Dermatology of NV	500 deductible/70 copay	0 deductible /0 copay	Matthew's Dermatologist appointment, No copay since used Minh's insurance

EXHIBIT T

EXHIBIT T

EXHIBIT T

To: Vahey Jim



J



U



DD



I don't agree with what you said. You're wrong about the court. If you disagree, have your attorney file a motion.

I will do what is best for our children while they are in my custody. Please don't interfere with us and our time.

Allowing the other parent to communicate with the children while under your custody is not interfering with you and your time. Not allowing them to communicate with the other parent is an act of alienation.

I asked you about Matthew's well being and you haven't answered me. Since you scared them and preventing them from talking to me, he's too afraid to pick up and the only way of me knowing how they are doing is by asking you.

Matthew is fine
Please respect our time

Are you telling me I am not allowed to talk to the children while they are with you?

Delivered

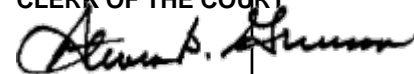


iMessage



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RPLY
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Attorney for Defendant

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

JAMES W. VAHEY,

Plaintiff,

vs.

MINH NGUYET LUONG,

Defendant.

Case No.: D-18-581444-D

Dept.: U

Hearing Date: March 22, 2021

Hearing Time: 10:00 a.m.

**DEFENDANT'S REPLY TO OPPOSITION TO MOTION TO ENTER
DECREE OF DIVORCE, FOR AN INTERIM MODIFICATION OF
CUSTODY, TO CHANGE CUSTODY,
AND
FOR ATTORNEY'S FEES AND COSTS**

COMES NOW, Defendant, MINH NGUYET LUONG, by and through her
counsel, Fred Page, Esq. and hereby submits her Reply to Opposition to Motion to
Enter Decree of Divorce, for an Interim Modification of Custody, to Change
Custody, and for Attorney's Fees and Costs. This Reply is based upon the papers
and pleadings on file, the attached Points and Authorities and any oral argument

1 that this Court may wish to entertain.

2 DATED this 15th day of March 2021

3
4 PAGE LAW FIRM

5
6
7 

8 FRED PAGE, ESQ.

9 Nevada Bar No. 6080

10 6930 South Cimarron Road, Suite 140

11 Las Vegas, Nevada 89113

12 (702) 823-2888

13 Attorney for Defendant

POINTS AND AUTHORITIES

I. REPLY

It should be noted at the outset, that despite Judge Ritchie's order at the July 13, 2020, hearing, that there were to be no restrictions on either parties' ability to contact the children, Jim has told Minh she is not going to be able to contact the children during "his" time. Jim told Minh, "have your attorney file a motion." See Exhibit T. Minh advises that has been unable to speak to Selena since Friday, March 12, and has been unable to speak to Matthew since Saturday, March 13.

A. Jim's Factual Misstatements Should be Addressed

As with seemingly everything else that Jim submits, he presents argument and misstatements under the guise of a "factual statement." Once again, Minh will endeavor to correct the record.

Page1, lines 22-26: Jim Claims He Was "Defrauded" by a Friend

Jim claims that he was defrauded by a friend. The reality is that Jim and his friend tried to defraud a private lender.¹ In order to prevent Jim from being foreclosed upon and prevent Jim from potentially being criminally charged for the

¹ Jim, along with his business partner, purchased a piece of land for approximately \$1.5 million and got it appraised for \$3 million and borrowed based on that appraisal even though the purchase price was only \$1.5 million. Jim and his partner defrauded the private lender and kept the extra money. Jim cosigned and place his medical building as collateral. Jim failed to make the loan payment and eventually a lawsuit was filed. Jim asked Minh to bail him out and got Minh involved in his lawsuit. After Minh lent Jim \$900,000, Jim settled the lawsuit with the lender and told Minh that he would get himself out first and "worry about [you later]." Jim sacrificed his wife in order to try and save himself. Jim continued to con Minh into lending him another \$700,000 to bail him out and "save him and the family." Minh's reward for helping out Jim was to have Jim lie to her about moving to California and then blame Minh for everything.

multiple acts of fraud committed by him, Minh bailed out Jim by purchasing the mortgages from the banks. As indicated, Jim now makes the mortgage payments to Minh.²

Page 2, lines 1-5: Jim Being Defrauded Had Nothing to do With the Parties' Agreement to Relocate to California

In a nonsensical assertion, Jim claims that the “circumstances and facts” of Jim alleging being defrauded were presented to Judge Ritchie to demonstrate Minh’s dishonesty. As stated, the statement is nonsensical. The reality is that Minh and Jim had an agreement to relocate to California. The children were well aware of that agreement. Minh, Jim, and the children made many trips to California to look at houses and the schools the children would be attending. When the time came to move, Jim reneged and lied to the family claiming that there was never any agreement.

Page 2, lines 7-8: Jim’s Claim that Minh is Attempting to Relitigate the Case is False

As was stated in Minh’s opening paragraph of her Motion, “because the case is now in front of a new court, a more detailed factual background is provided to provide context and to summarize what has previously occurred.” After complaining about a summary, Jim promptly begins rearguing every complaint he has had from September 2019, through to the present and calls Minh’s summary

² Jim still routinely bounces the mortgage payments that he is obligated to make to Minh. Jim apparently pays everybody else though.

1 “warped” and then fails to provide any examples. Jim’s complaint should expire
2 of its own self-inflicted wounds.

3 **Page 3, lines 5-6: Jim Complains that Minh has Filed Multiple Motions**
4 **Seeking to Change Custody**

5 Jim complains that Minh has made three different requests that custody be
6 changed. Minh filed a Motion to change custody because Jim had battered her in
7 front of the children.³ Judge Ritchie declined to find adequate cause only because
8 Jim had not yet been convicted of a battery, Jim had only been arrested, the Motion
9 was still premature. Judge Ritchie indicated if there was a conviction or a guilty
10 plea then he might have to reevaluate.
11

12 Minh then filed another Motion because Jim punched Hannah in the face
13 because he could not control his anger. Again, because the Henderson Police
14 Department only took a report and did not effectuate an arrest, Judge Ritchie
15 declined to find adequate cause.⁴
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26 ³ The Motion was also filed because Hannah and Matthew tried to run away from home, and
27 because the children’s grades had declined dramatically.

28 ⁴ The Motion was also filed because Jim was taking punitive measures against Hannah because
of the statements she made against him to the Henderson detectives when she witnessed Jim
battering Minh.

1 As indicated, this Motion is being filed because the relationship between
2 Jim and Hannah has deteriorated into serial batteries against each other and
3 Hannah's grades are worse than they were before.⁵
4

5 **Page 4, line 11-12: Jim's Claim that Minh wants "Another Bite at the**
6 **Apple is False"**

7 Jim claims that Minh wants, "another bite at the apple" and then references
8 the September 2019, evidentiary hearing.⁶ The argument, in the statement of facts,
9 is nonsensical. One has nothing to do with the other.
10

11 **Page 5, lines 15-16: Jim's Claims that the Children's Grades and**
12 **Behavior Were Deteriorating Until Minh Relocated to California is**
13 **False**

14 Jim claims that the children's grades and behavior were declining before
15 Minh relocated and not after as Minh alleges and then promptly fails to provide
16 any proof. There is no factual dispute that after Minh relocated to California,
17 Hannah and Matthew tried to run away from home. The Court has the transcript of
18 Matthew having an emotional breakdown at the prospect of having to return to
19 Jim. The Court has the Exhibits that show that after Minh relocated to California,
20 the children's grades declined dramatically.
21
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25

26 ⁵ In addition, Jim is engaging in highly uncomfortable behavior of watching Hannah he thinks
27 she is sleeping, and taking pictures of her. The abuse and neglect is physical, mental, and
28 emotional.

⁶ Actually, the evidentiary hearing was held in August 2019, and September 2019, August 8,
2019, September 5, 2019, and September 11, 2019.

1 **Page 5, lines 18-19: Jim Does Record the Calls**

2 Jim claims that Minh claims that Jim uses an “earpiece” to listen in on the
3 children’s phone calls. That is not what Minh alleged. Minh alleged that Jim
4 records the phone calls. The children have repeatedly complained to Minh that Jim
5 records their phone calls with her, that Jim leaves recording devices hidden around
6 the house, and Minh herself had heard an automated message as she was speaking
7 to the children on the landline that a recording was taking place.⁷
8
9

10 **Page 5, lines 22-23: Jim Was Charged Domestic Violence**

11 Despite documentary evidence directly contradicting his claims Jim still tries
12 to claims that he was not charged with domestic violence. The Court should
13 review Minh’s Exhibit H. The Exhibit shows that on May 7, 2020, Jim was
14 arraigned in the Henderson Municipal Court. One cannot be arraigned unless one
15 is charged. The case was then later vacated.
16
17
18

19 **Page 5, lines 23-24: Jim’s Claim That the Recording “Shows” That**
20 **Minh Was the Aggressor is False**

21 The recording that Jim claims that he has, has been reviewed. Neither the
22 audio nor video shows Minh as being the aggressor. There is nothing in that
23 recording that helps Jim.⁸
24
25
26

27
28 ⁷ Requests have been made that the recordings be turned over, but the children continue to report
that Jim is still recording when Minh is on the telephone or Facetime.

⁸ Since Jim was the one was doing the recording, what he states cannot really be trusted since he
is the one who is self-servingly doing the recording in order to try and fabricate an evidentiary

1 If the Court really wants to know what happened, the Court should interview
2 Hannah and Matthew; they saw everything. Minh is *more* than comfortable having
3 anyone talk to the children as to what they witnessed when Jim battered her, and
4 dares Jim to have them be interviewed if he really believes that Minh was the
5 “aggressor.”⁹

6
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8 **Page 5, lines 25-27: Jim Did Ask Minh to Bail Him Out.**

9 Jim denies that he called Minh the following morning asking her to bail him
10 out. Jim apparently does not remember that Minh provided the Exhibit that Aztec
11 Bail Bonds called her. Aztec Bail Bonds would never have called Minh unless,
12 one, Jim gave them her number as no one else would have had it, and two, the bail
13 bond company would not have called Minh unless directed to by Jim. Minh
14 indicates in the email to counsel from April 17, 2020, that “the lady over the phone
15 told me that Jim only gave them my number and no one else. It is 702-262-
16 0088.”¹⁰

17
18
19
20 **Page 5, lines 27-28: Jim Has Engaged in Retribution Against Hannah**

21 Jim denies that he engaged in retribution against Hannah. Jim’s claim is
22 false. The facts of what Jim has done to Hannah speak for themselves. Jim

23
24
25 record. What actually matters is what the children state they saw which is “daddy pushed
26 mommy many times.”

27 ⁹ The Court can also simply look at the text exchange between Hannah and her Aunt Hieu
28 Luong, provided by Hieu, who is licensed as an attorney in California and Nevada wherein
Hannah confirmed immediately after the attack that Jim pushed Minh.

¹⁰ The email from Minh dated April 17, 2020, with the call detail included is attached for the
Court’s convenience as Exhibit P.

1 confiscated Hannah's cell phone, iPad, removed locks from her bedroom and
2 bathroom doors, and disconnected the landline until *he* decided Hannah could
3 speak to her mother. Jim removed the locks on Hannah's bedroom door and
4 bathroom door so she could not have any expectation of any privacy as a teenage
5 girl. Jim then started sleeping in Matthew's bed, next to Hannah's room, so he
6 could keep an "eye on her" and had Matthew sleep in the master bedroom.
7 Hannah complained she would wake up with Jim watching her while she sleeps.
8

9
10 Jim's claims that he has not engaged in retribution against Hannah are
11 contradicted by all available evidence.
12

13 **Page 5, line 28, through page 6, line 1: Jim Has Physically Abused**
14 **Hannah**

15 It is absurd for Jim to try and claim he has not physically abused Hannah.
16 Jim choked Hannah after she ran away, has punched her in the face giving her a
17 bloody nose, has purposefully burnt her arm, has grabbed and manhandled Hannah
18 to get her to do what he wants, and their relationship is now deteriorating into
19 physical altercations with each other.
20
21

22 **Page 6, lines 13-14: Jim's Claim that Challenger School is More**
23 **Difficult is False**

24 Jim tries to blame Challenger School claim that Hannah's grades are lower
25 because Challenger is more difficult than Coral Academy, the previous school the
26 children went to. The claim is false. Minh advises that Hannah started out in
27 preschool at Challenger and did extremely well. When Hannah was moved to
28

1 Coral Academy in the 2nd grade, Hannah was placed in the advanced level, doing
2 3rd grade level work. Hannah had no problem with Challenger and did extremely
3 well when she was there.
4

5 It is absurd for Jim to claim that Hannah's grades declined because
6 Challenger School is "harder" or that Hannah's grades have declined because Minh
7 decided to share joint physical custody of the children in Nevada. Hannah's grades
8 have declined because Jim fails (by his own admission) to help her during his
9 custody time. Hannah's grades have also declined because of Hannah's depression
10 that arises because she is not able to be around Minh.
11

12
13 Hannah was a happy intelligent child with almost straight "A's." Hannah is
14 now diagnosed by her therapist as being severely depressed with anxiety.¹¹ While
15 Hannah is with Jim, she locks herself in her room most of the time and will only
16 leave to make herself food and bring back to her own room to eat by herself.
17 While with Jim, Hannah is withdrawn from Matthew and Selena. Minh has to call
18 or text Hannah to encourage her leave her room to eat or be with her siblings.¹²
19
20
21

22 **Page 6, lines 12-13: Hannah's Grades Were Not Better When Jim Had**
23 **Primary Physical Custody**

24 Jim tries to make the absurd claim that Hannah's grades were better when he
25 had primary physical custody. It is undisputed that when Minh filed her Motion
26

27 ¹¹ The anxiety and depression are largely situational. Hannah has much less anxiety and
28 depression when she is with Minh.

¹² It appears more likely than not that Hannah's grades will continue being poor until her
environment is changed.

1 back in March 2020, for a change in custody that Minh detailed that both Hannah's
2 and Matthew's grades had declined precipitously while in Jim's care. One only
3 has to look at the grades the Hannah and Matthew had in 2018, and look at the
4 grades Hannah and Matthew have now, to conclude that during the time Jim has
5 had the children, their grades have declined precipitously.
6

7
8 **Page 6, lines 16-17: Hannah's Grades Have Declined Since Minh**
9 **Returned to Nevada Because Jim Admits That He Has Stopped**
10 **Requiring That Hannah Complete Her Homework When She is in His**
11 **Care**

12 Jim admits in his Opposition that since Minh returned to Nevada that he has
13 stopped making sure that Hannah does her homework while she is in his care. On
14 page 6, lines 24-25, "Jim cannot force Hannah to do her homework and projects
15 that she refuses to do" – and then tries to blame Hannah because for the decline in
16 her academic performance because *he* cannot get Hannah to do her homework.
17 Therefore, it is Hannah's fault and Jim bears no responsibility. It should be
18 stressed and there is no factual dispute; *Minh has little difficulty in getting*
19 *Hannah to do her homework when Hannah is in her care.*
20
21

22 Minh states that she is trying to do what she can to have Hannah make up for
23 what she missed while Hannah is in Jim's care, but there is only so much she can
24 do. It should be seen as remarkable that Jim refuses to coparent with Minh by
25 making sure that Hannah does her homework while she is in his care and then tries
26 to blame his failure in making sure the homework get completed on Minh.
27
28

Page 6, lines 19-20: Jim's Claims That Hannah Has Not Been the Same Since She Stayed with Minh for Five Weeks is Completely False

Prior to Jim battering Minh in front of the children and Minh receiving a TPO that went from March 23, to April 22, 2021,¹³ Hannah had tried to run away from Jim's house, was having behavioral problems at Jim's house, and her academic performance was declining dramatically. In response, Jim tries to claim that Hannah has "not been the same."

If Hannah has "not been the same," Jim may wish to look in a mirror instead of trying to blame everyone else.¹⁴ Hannah watched Jim verbally abuse and batter her mother and reported the same to her Aunt Hieu and the Henderson Police Department. When Hannah returned to Jim's house, she discovered that Jim has removed the lock on her bedroom door, the lock on her bathroom door, began sleeping in Matthew's room next to hers, and began badgering her – and all Jim can do is blame Minh that Hannah has "not been the same."

///

///

¹³ Jim tries to claim that a TPO that went from March 23, to April 22, is five weeks. It is 30 days or four weeks. Literally everything that comes from Jim is a lie or some form of misrepresentation that has to be corrected. Their efforts at misrepresenting what occurred are never ending. Literally nothing Jim put forth has any basis in fact. It is as though what they are doing is pathological.

¹⁴ Hannah was "not the same" when she and Matthew tried to run away from Jim's house in December 2019. Minh had to on multiple occasions, enlist the assistance of police officers to get the children out of her vehicle. The children hide when it is time for the custody exchange.

Page 6, line 24, through page 7, line 19: Jim's Complaints About Hannah and Schoolwork Should be Addressed

Jim complains that he cannot get Hannah to do her schoolwork, gives excuses of how he makes himself available, provides all of the necessary supplies – and then blames Minh because he fails in getting Hannah to do her schoolwork. Instead of blaming Minh for his failures and his destruction of his own relationship with the children, Jim should reach out to Minh for assistance.¹⁵

Jim has sent Minh multiple emails asking Minh to please do the homework with Hannah that he failed to do while Hannah was with him. Minh advises that she has informed Jim that he cannot expect Hannah to do well in school with an attitude of doing homework on a week on/week off basis. However, Jim continues to email Minh with all of Hannah's missing homework, book reports, and science projects for Minh to do with Hannah because Jim refuses to make Hannah do her schoolwork.

As stated, Minh is able to get Hannah to do her schoolwork, is able to get Hannah to attend school, and Hannah is a happy outgoing child when she is with her mother. Any problems in having Hannah not complete her schoolwork when

¹⁵ Jim might also want to consider that the illogic of him lying to, is incredibly rude and condescending to, personally attacking, berating, and battering Minh, and then wonder why she is less than cordial to him. As with his damaged relationship with the children, Jim cannot create the problem and then complain of the problem he creates.

1 she is with Jim lie with Jim and lie with Jim only. Jim has to stop blaming
2 everyone else for *his* failure to get Hannah to do her homework.¹⁶

3
4 **Page 7, lines 20-22: Jim Has Physically Abused Hannah**

5 Jim claims that he has not “abused” Hannah and that those claims have gone
6 unsubstantiated. Of course, Jim has abused Hannah. If one wants to substantiate,
7 all one has to do is ask Hannah about Jim punching her in face and cause her nose
8 to bleed because he lost control, his burning of her arm, and his manhandling of
9 her because he does not get his way.¹⁷

12 Minh advises that she and Jim have had joint sessions with Hannah’s
13 therapist, Nate Minetto, about Jim being physically abusive with the children.¹⁸
14 Minh has brought up to Mr. Minetto that Jim has dragged Hannah across the
15 house. Hannah was in pain so she defended herself to free herself from Jim by
16 hitting and kicking. Jim dragged Hannah to the van, sat on her and strapped her in
17 with her seatbelt. Jim then used an additional lock to prevent Hannah from
18 unbuckling herself.

22
23 ¹⁶ Jim’s excuse is, “well I bought her all of the supplies. It is her job to complete all of the work
24 and if Hannah does not complete the work, then it is Hannah’s fault, or Minh’s fault, but not
mine.”

25 ¹⁷ Matthew and Selena reports to Minh that they saw the blood all over the sink afterward.
26 Selena reported to Minh that she witnessed Jim manhandling Hannah while she was in the car
27 telling Minh, “it was really scary mommy. I couldn’t talk about it for the rest of the day.”

28 ¹⁸ Jim insisted that Bree Mullins, Pys.D. be used as the therapist to replace Michelle Gravelly.
Minh wanted Jen Mitzel. Judge Ritchie allowed Jim to pick Dr. Mullin based upon her expertise
and because her office was close to the children’s school. However, soon after Judge Ritchie
granting Jim’s request, Bree Mullin assigned the case to an associate of hers who has an office
that is across town from the children’s school.

1 Minh advises that after she brought Jim's conduct up to Mr. Minetto that Jim
2 was reprimanded for his behavior. Mr. Minetto reiterated to Jim that under no
3 circumstances can he ever do grab or manhandle to the children again. Jim
4 acknowledged that he would not do it again, and then grabbed Selena and twisted
5 her arm.
6

7
8 **Page 7, line 23, through page 8, line 8: Jim's Claims of Failure to**
9 **Coparent Lie with Him**

10 Jim, not Mr. Minetto, wanted to have Minh and Hannah has lunch with him
11 and claims that he "knew" that it would "send a positive message." Jim, not Mr.
12 Minetto, then claims that Minh refuses to "coparent" with him because she refuses
13 to have lunch with him. Jim picks out Minh not wishing to say "good morning"
14 and seizes on that as "proof" that Minh is unwilling to coparent. Jim has lied to, is
15 rude and condescending at every opportunity, has berated, blamed, and physically
16 battered Minh in front of the children, has *never* apologized for any of those acts,
17 and wonders why Minh is not as cordial as he demands. One should hope for
18 better than this.
19
20
21

22
23 As part of the therapy session in mid-February 2021 Jim claims that Mr.
24 Minetto wanted Minh and he to be cordial with each other around the children. In
25 order to prevent Jim from recording her Minh tries to say nothing to him.¹⁹
26
27
28

¹⁹ During the August to September 2019, evidentiary hearing, Jim presented the Court with a doctored audio recording of Hannah's first day of school claiming it is "proof" that Minh would not coparent. In the recording when Hannah refused to get out of Minh's car to go to school on

1
2 Coparenting is not a one-way street dictated by Jim. If Jim wants provide
3 evidence that the parents can coparent, then he should agree that the receiving
4 parent pick up at custody exchanges, if Hannah wants to spend more time with her
5 mother than him, then he should agree to that, if the children want to have
6 Vietnamese lessons then he should encourage that.²⁰ Again, if Jim wants to
7 coparent, there are many other ways to coparent other than blaming Minh if she
8 declines having lunch with him after he has berated and battered her.
9
10
11

12 **Page 8, lines 11-13 and Page 18, line 7, through page 19, line 11: Minh**
13 **Does Not Discuss the Case in Front of the Children and Does Not**
14 **Disparage Jim in Front of The Children**

15 Jim continues to complain of alienation – and blaming Minh. Jim still has
16 yet to provide any evidence that Minh has discussed the case with the children and
17 has yet to provide any evidence that Minh has disparaged Jim to the children.
18
19
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21

22 her first day of school, Jim said to Minh, “this was your idea, you choose this school.” Minh
23 responded to Jim, “no, I chose Irvine, you choose this school.”

24 Jim then doctored the recording leaving out the section where he stated the conversation and
25 accused Minh of picking the school. Jim left in the section of Minh’s response to his accusation
26 of her picking Challenger. The doctored recording was never disclosed prior to trial. Judge
27 Ritchie stated that he would not let the recording in, but would allow Jim to tell him what was in
the recording. Jim then testified as to the doctored version. When the recording was forwarded
Minh after trial, she reviewed the recording and discovered that the recording had been doctored.

28 ²⁰ Now, Jim is refusing to allow the children to have Vietnamese lessons during *his* custodial
time. Jim’s motivations for refusing to allow the children to learn Vietnamese appears to be
racially motivated in that he does not want the children to learn culture that is a part of them.

1 Until such time as Jim provides such evidence, his "it is because I say it is," is
2 circular reasoning that fails to meet any cogent level of legal proof.

3 Under the previous therapist, Dr. Michelle Gravely's recommendation, when
4 the children asked Minh why Jim changed his mind about the move to Irvine, Minh
5 did not want to discuss the case with the children and said to ask Jim instead since
6 the questions was directed at Jim. Minh followed the recommendation of Dr.
7 Gravely and suggested for the children to ask Jim. Minh was found that by Judge
8 Ritchie that she "encouraged Hannah and Matthew to discuss the move to
9 California with their father," *based on the advice given by Dr. Gravely.*

13 **Page 16, lines 18-22: Jim's Accusations Regarding the Children Missing**
14 **School Should be Addressed**

15 Jim impliedly accuses Minh of educational neglect because the children
16 failed to attend school on January 11, 2021, during her custodial time and that the
17 failure to attend school impacted Hannah's ability to get her science project
18 completed. The science project was being completed at Minh's house; it is
19 immaterial as to whether Hannah attended school as it relates to the project's
20 completion.

21 The children were not in school on January 11, because of Jim. On Monday
22 January 4, based upon Minh's reading of Judge Ritchie's orders believed that
23 Monday was the start of her week with the children because otherwise she would
24 go two weeks without seeing them. After she picked up the children, Jim and
25 Jim's counsel began sending threatening messages that the children had to be
26
27
28

1 returned and returned now. It was suggested to Jim's counsel that the better way
2 of lowering conflict would be to have Minh keep the children for the night and
3 drop them off at school in the morning. That request was rejected, and the prior
4 demand was reiterated.
5

6 Jim went so far as to stalk Minh and the children in the parking lot of
7 Hannah's therapist, watching them from his car in the dark. When Hannah got out
8 of her therapy session, it was explained that in order to keep the peace that the
9 children would have to go to Jim's van. The children refused. In order to compel
10 the children's compliance, Minh bribed the children that if they went to Jim's van
11 that she would take them skiing at Brian Head the following week.²¹ Only then did
12 the children reluctantly transfer to Jim's vehicle.²² Minh then kept her promise.
13
14
15

16 II. 17 GOVERNING LAW AND ARGUMENT

18 A. Reassignment

19 Reassignment of the case was never part of Minh's Motion. As such, there
20 is no reason for Jim to try and bring it up in his Opposition. Accordingly, Minh
21 requests that the improper argument brought up by Jim regarding his request for
22
23
24
25

26
27 ²¹ The children's therapist does not recommend this, but it was dark and cold, and it was getting
28 late, and the children were refusing to get out of Minh's van.

²² It should be noted that Hannah has missed three days of school during Jim's custodial time,
February 17, 18, and March 3.

1 reassignment from page 8, line 19, through page 9, line 6, be struck under NRCP
2 12(f).

3 **B. Summer Break Should Remain at Two Weeks On/Two Weeks Off²³**
4

5 Jim appears to concede that the language he proposed was unnecessarily
6 lengthy and complicated and was an invitation to further litigation. Jim's tries to
7 backfill by claiming that the compromise that Minh proposes was "almost
8 identical" to the schedule he proposed, meaning that the schedule he proposed was
9 still actually different than what Minh proposes. Opp. at page 12, lines 7-27.
10
11

12 In order to put the matter to rest it is requested that Minh's schedule be
13 implemented of two weeks on/two weeks off, then every other week. The parent
14 who does not have the children before school ends will start the two weeks.²⁴ For
15 the weeks in between the parties should exercise week on/week off. Over time,
16 differences in the time share will balance themselves out.
17
18

19 **C. Minh Should Receive Easter/Spring Break in the Odd Numbered Years**
20

21 Minh complained that because of the week on/week off schedule that it is
22 possible for one party to have three consecutive weeks with the children and that
23 might be Spring Break. Jim ignores the fact that is what happened to Minh after
24
25
26

27 ²³ For reasons that are also unclear, Jim also fails to address the requests for relief in Minh's
28 Motion in the same order in which she presented them.

²⁴ The two-week periods will allow the parties sufficient time in which to allow the parties and
the children to travel abroad.

1 the first of the year. Jim is completely unsympathetic to Minh's plight. Opp. at
2 page 11, line 21, through page 12, line 6.

3
4 There is an additional reason as to why Minh should have Easter/Spring
5 Break in the odd numbered years. Because the parties are sharing joint physical
6 custody, Jim is going to have the children for New Year's Day, Martin Luther
7 King Day, President's Day, and Easter/Spring Break for the odd numbered years.
8
9 Such an arrangement is inequitable and is contrary to the children's best interests.

10
11 Accordingly, Minh requests that she receive the children for Easter/Spring
12 Break for the odd numbered years.

13 **D. The Receiving Parent Should Pick Up**

14
15 Jim provides no opposition to Judge's Ritchie's statements at the conclusion
16 of the evidentiary hearing on September 4, 2020.

17
18 Court: Now, if mom establishes residence and that's inconvenient for
19 her, then the court would, would consider modifying that order to
20 have a receiving parent protocol.

21
22 There is no dispute that Minh has established a residence in Las Vegas. Jim
23 tacitly admits as to the excuses provided by him as to why he should not have to
24 pick up the children. One, it was "not convenient" for him. Two, he might have to
25 pick up the children in California. Three, he might have to go inside Minh's
26 house. Four, the exchanges are traumatic.²⁵

27
28

²⁵ Jim has also abandoned his baseless claim therapist has "recommended" that the exchanges occur at the guard gate. There is no recommendation from any therapist that exchanges occur at the guard gate.

1 The fifth excuse now being offered by Jim is that he does not "feel"
2 comfortable at Minh's house. Opp. at page 9, lines 19-20. Cases are determined
3 on facts not feelings. The sixth excuse now being proffered by Jim is that Minh
4 berates and disparages him in front of the children. Opp. at page 9, line 27,
5 through page 10, line 8.
6

7
8 As to the fifth and sixth claim, the Court should be aware that Jim video
9 records every single custody exchange. Given Jim's litigious nature and desire to
10 try and control everything and everyone, one can be sure that Jim would have
11 presented that evidence to this Court. Because Jim has failed to provide any such
12 evidence, the Court can be confident no such evidence exists. Jim's complaint
13 about Minh not wanting to have lunch with him after he berated and battered her
14 has already been addressed above.
15
16

17
18 If Jim really wanted to demonstrate coparenting, as recommended by
19 Hannah's therapist, instead of making excuses and trying to exercise power and
20 control over everything, he would agree to the receiving parent pick up protocol.
21 What occurs in literally every other custody case should occur in this case –
22 receiving parent shall pick up.
23
24

25 Minh has no problems with pick up the children from the guard gate at
26 Jim's community. Minh has no problems Jim going to her house to pick up the
27 children when it is his custodial time.
28

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

2 Jim complains that the health insurance policy that Minh obtained should
3 not be used. Opp. at page 10, line 14, through page 11, line 20. At the conclusion
4 of the evidentiary hearing on September 4, 2020, the Court stated, "Plaintiff shall
5 continue to provide medical insurance for minor children. If Defendant gets
6 insurance, the order related to insurance can be reviewed since Defendant is
7 ordered to Plaintiff pay \$432.00 for one half of the cost of insurance."²⁶
8
9

10
11 It was requested of Jim on multiple occasions that he provide some
12 explanation as to why he objected to the health insurance obtained by Minh. Jim
13 ignored the request.
14

15 Finally, in his Opposition, Jim provides some specifics as to his claimed
16 objections. Jim only complains about the amount of the deductible and x-rays.
17 Jim claims that the insurance is "not insurance," that there is a \$3,000 deductible,
18 only covers three copays and covers only up to \$50 for x-rays and no coverage for
19 x-rays performed at a radiology facility, emergency room, or operating room.
20
21
22
23
24
25
26

27
28 ²⁶ In the September 19, 2019, Findings of Fact, Conclusions of Law and Order, the Court never
ordered that both parties obtain health insurance for the children. The Court stated, that the
parties will both obtain health insurance if provided by their employers. Minh's company does
not offer health insurance for the employees and therefore she did not obtain health insurance.
The Court never stated that Minh was required to obtain health insurance.
20

1 Minh presented Jim's objections to the health insurance agent that she
2 utilized, Brian Ortega. From a coverage perspective, the health insurance policy
3 obtained by Minh is better. Mr. Ortega's response is summarized below.²⁷
4

- 5 1. Minh's plan does not have any copays. What the plan has is a secondary
6 discount that is called the plan benefit amount. It is an additional
7 discount that gets applied to the bill in addition to the initial 50 to 80
8 percent discount and then the patient pays what is left over.
- 9 2. There are an unlimited number of physician visits.
- 10 3. If one goes to less than three physician visits per year, then the following
11 year one would have additional plan benefit amounts.
- 12 4. As to x-rays, one is always going to get the 50 to 80 percent provider
13 discount and then the \$50 is a secondary discount that gets applied.²⁸
- 14 5. Radiology visits in a radiology facility are covered contrary to Jim's
15 contentions.
- 16 6. For the emergency room coverage is labeled as urgent care coverages,
17 the terms are interchangeable and is covered.
- 18 7. The \$3,000 deductible is applicable to surgeries, accidents, catastrophic
19 events, etc. The stop loss would be set at \$3,000, then everything else
20 above that amount is covered 100 percent. The maximum that would be
21 paid is \$3,000.

22 Mr. Ortega reports that Jim's complaint about the policy not being health
23 insurance does not even make sense. In another email, Mr. Ortega responds to
24 Jim's accusation that the insurance is not insurance, by stating, "when you pay for
25

27 ²⁷ A copy of Mr. Ortega's email response to Minh dated March 8, 2021, is attached for the
28 Court's convenience as Exhibit Q.

²⁸ The Court may take judicial notice that x-rays are very inexpensive.

1 health insurance, by definition you are paying to have access to their network.
2 That is the point of getting insurance.” Jim is simply stating how insurance
3 works. Mr. Ortega additionally stated, that “the \$3,000 deductible only applies in
4 a catastrophic event, again such as a major accident or critical illness. But it is a
5 moot point, as that portion of the plan also has a \$3000 out of pocket max. So, as
6 you’re paying that first \$3,000, you’re really just paying your out-of-pocket max,
7 which at that point the coinsurance takes over at 100%.”²⁹

10
11 Minh used both insurances when she took the children to their physician
12 appointments, and asked them what would be the copay for each one. Minh made
13 a chart to compare.³⁰ The chart shows that with Minh’s health insurance the total
14 out-of-pocket cost would be \$21.87. With Jim’s insurance, the total out-of-pocket
15 cost would be \$75.00. In other words, the costs with the health insurance Jim
16 wants to use is over three times more than with the health insurance policy Minh
17 wants to use and the cost is less than half.³¹

20
21 From a cost perspective Minh’s insurance is better. Even if there was a
22 \$3,000 deductible, the \$400 plus dollar per month savings more than makes up the

23
24 ²⁹ A copy of the email from Mr. Ortega to Minh responding to Jim’s complaint that the health
25 insurance policy is “not insurance” dated February 22, 2021, is attached for the Court’s
26 convenience as Exhibit R.

27 ³⁰ The chart Minh made to make a comparison between the two insurances is attached for the
28 Court’s convenience as Exhibit S.

³¹ Seeing the physicians cost Minh and for Jim there was a \$15 copay and there is a \$500 for
Jim’s insurance and \$70 for specialists, whereas Minh’s insurance there was no deductible and no
cost for specialists. The maximum anyone would pay in any one year is \$3,000. There is no
maximum under Jim’s policy.

1 difference. \$400 x 12 months equals \$4,800 in annual savings. Even if there was a
2 \$3,000, the parties would be saving \$1,800 per year and \$2,300 per year after the
3 \$500 deductible Jim has in taken into account.³²
4

5 Because the coverage is better and because the cost is better, Minh requests
6 that the Court order that the health insurance policy that she has obtained be
7 utilized.
8

9 **F. Custody Should be Changed**

10 **1. Custody of Hannah Should be Changed in the Interim Pursuant to** 11 **NRS 125C.0045**

12 Under NRS 123C.0045(1)(a),³³ the Court has the authority to enter
13 custodial decisions at any point during a child's minority as appears in their best
14 interests. As indicated, Hannah as a 1.11 GPA.³⁴ Jim *admits* that that he refuses
15 to make Hannah complete her schoolwork during his custodial time. Given that
16 Hannah has a 1.11 GPA, there is little to no room for error. Hannah could very
17 well end up failing a majority of her classes.
18
19
20

21 Jim's refusal to make sure that Hannah completes her schoolwork during
22 her custodial time is the major reason why Hannah has a 1.11 GPA. Minh is
23

24
25 ³² Jim is able to deduct 100 percent of the cost of the health insurance as an expense from his
26 business and still expects Minh to pay one-half of the cost.

27 ³³ NRS 125C.0045(1)(a) states, "[d]uring the pendency of the action, at the final hearing or at
28 any time thereafter during the minority of the child, make such an order for the custody, care,
education, maintenance and support of the minor child as appears in his or her best interest."

³⁴ There is nothing organically wrong with Hannah; she does not suffer from low I.Q. Hannah is
a bright child.

1 doing what she can, but there is only so much she can do when there is a week's
2 worth of work to try and bring current each and every week. There is a grave
3 danger that Hannah is going to be held back a grade, because Jim admits that he
4 does not make Hannah complete her schoolwork during his custodial time.
5

6 If Hannah is held back a grade, Hannah's friends will move on to the next
7 grade. Hannah will remain in the same classroom and attend classes with children
8 who are a year younger than she is. The psychological damage Hannah will suffer
9 by being held back will be irreversible.
10
11

12 The amount of time available in which to remedy Hannah's academic
13 difficulties is very limited. Minh is available fulltime to make sure Hannah gets to
14 and from school and that Hannah completes her schoolwork every day. As stated,
15 Jim will not make Hannah complete her homework. In response to Jim's expected
16 objection that Minh will be a "helicopter parent," Hannah is required to complete
17 her exams on her own.
18
19

20 If Minh is doing Hannah's work for her, Hannah will not be doing well on
21 her exams. In order to make sure that Hannah completes her schoolwork daily,
22 and moves on to the next grade, it is in Hannah's best interests that custody be
23 changed on an interim basis to see if her grades can improve before that end of the
24 school year.
25
26

27 As indicated, Hannah is suffering from psychosomatic pain symptoms,
28 back, neck, stomach, nausea, etc., while she is in Jim's custody. Custody should

1 be changed on interim basis to see if Hannah's psychosomatic symptoms abate
2 while she is in Minh's care. The expectation is that Hannah's complaints of
3 physical pain while in Minh's care will lessen to a degree.
4

5 It would be in Hannah's best interest, for Hannah to stay with Minh during
6 the school weeks and during the weekends in which Matthew and Selena are with
7 Jim, Hannah can stay with Jim during those weekends. The siblings are well
8 bonded to each other and the custody/visitation schedule should not negatively
9 impact that bond.
10
11

12 **2. Custody Should be Changed**

13 NRS 125C.0035 states in pertinent part,
14

15 The court shall award custody in the following order of preference unless in
16 a particular case the best interest of the child requires otherwise:
17

- 18 a. **The wishes of the child if the child is of sufficient age and**
19 **capacity to form an intelligent preference as to his or her**
20 **physical custody**

21 Jim candidly admits that living with Minh would be the children's
22 preferences. There is no factual dispute if the children were asked, the children
23 would state that they prefer to spend a majority of their time with Minh and visit
24 with Jim occasionally. This factor favors Minh.
25

- 26 b. **Any nomination of a guardian for the child by a parent**
27

28 None.

1 **c. Which parent is more likely to allow frequent associations**
2 **and a continuing relationship with the noncustodial parent**

3 Minh returns the children to Jim in compliance with the Court's orders at the
4 end of her custodial time. Minh in compliance with the Court's orders encourages
5 the children to speak with Jim during her custodial time and the children are free to
6 call Jim whenever they want and speak to Jim for as long as they want.
7

8 Jim, on the other hand, has told Minh that she is not permitted to Facetime
9 with the children any longer during his custodial timeshare except when he states it
10 is okay. Jim put this statement in a text to Minh telling her to "not interfere with us
11 and our time," and then challenged Minh by texting, "have your attorney file a
12 motion." See Exhibit T. Jim's position is in direct contempt to Judge's Ritchie's
13 order that there were to be no limits placed on when the children would be able to
14 speak to the other parent. Instead, Jim has texted to Minh, "don't interfere with us
15 and our time."
16
17
18
19

20 Minh gives the children all of the privacy they want when they speak with
21 Jim during her custodial time as required by the terms of joint legal custody. Jim
22 monitors the children and refuses to give Matthew and Selena any privacy when
23 they were speaking with Minh, before Jim declared that Matthew and Selena were
24 no longer permitted to communicate with Minh during his time by telling Minh to
25 interfere "with us and our time."
26
27
28

 This factor favors Minh.

1 **d. The level of conflict between the parents**

2 The case is a high conflict case. Jim has committed acts of domestic
3 violence against Minh.
4

5 **e. The ability of the parents to cooperate to meet the needs of the**
6 **children**

7 The ability to cooperate is minimal. Jim tries to exercise power and control
8 over Minh by telling Minh that he does not “consent” to Minh taking the children
9 to the doctors of her choosing or recommended by the pediatrician. Jim insists that
10 the children be seen by his friends only.
11

12 There was a glimmer of hope that the parties could cooperate as to Hannah’s
13 benefit when Jim agreed that he was unable to assist Hannah with her science
14 project and turned Hannah over to Minh for a week. That glimmer of hope was
15 taken way when Jim declared that Matthew and Selena would no longer be
16 permitted to Facetime with Minh or learn Vietnamese during his time.
17
18

19 **f. The mental and physical health of the parents**

20 Both parents appear to be physically healthy. Minh is mentally healthy
21 despite being physically battered by Jim. It appears that Jim has mental health
22 problems. Jim has anger management impulse control issues to the point he is
23 engaging in physical combat with Hannah and is grabbing and manhandling
24 Hannah in order to impose control upon Hannah. Jim is grabbing, and dragging
25 and manhandling and grabbing Selena in order to try and control her – even after
26 he was told not to engage in that type of behavior by Mr. Minetto.
27
28

1 **g. The physical, developmental and emotional needs of the children**

2 Psychologically children are at an age wherein they are able to spend longer
3 periods away from one of their parents. From an educational development
4 standpoint, Hannah needs to be doing much better academically. Hannah used to
5 be an essentially a straight "A" student. Minh is ready, willing, and able to address
6 Hannah's academic needs. Jim, on the other hand, admits that he is refusing to
7 assist Hannah with her homework and because of that Hannah is consequently
8 falling farther and farther behind.

9 Jim is unable or unwilling to meet Hannah's emotional needs. Because of
10 that Hannah has been diagnosed with anxiety and depression. Also, because Jim is
11 unable to meet Hannah's emotional needs, Hannah is exhibiting psychosomatic
12 symptoms of back and neck pain, headaches, stomach aches, nausea while in Jim's
13 care. The psychosomatic symptoms are only largely present when Hannah is with
14 Jim.³⁵ Mr. Minetto suggests that these symptoms can arise from Hannah's anxiety
15 and depression.

16 From a physical developmental standpoint, Hannah is below the normal
17 growth curve. Hannah refuses to eat most of the time when she is with Jim.
18 Hannah locks herself in her room at Jim's house most of the time and does not
19 associate with others.

20
21
22
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24
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26
27
28 ³⁵ Recently, despite all evidence to the contrary, Jim has been trying to convince Mr. Minetto
that is "better" now by requesting for Hannah to be in therapy less. Mr. Minetto denied the
request as Hannah is not better and told Jim that he will only decrease the number of days if he
sees Hannah is better and both parents agree that Hannah is better.

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

2 The relationship of the children with Minh is excellent. The children's
3 relationship with Jim is poor. The children are much more bonded with Minh than
4 Jim. Hannah is in counseling because the relationship with Jim is so bad. The
5 relationship between Jim and Hannah is so bad, that the relationship has
6 deteriorated into physical confrontations by Jim toward Hannah involving grabbing
7 Hannah and manhandling her in order to impose his control upon her.
8

9 **i. The ability of the child to maintain a relationship with any sibling**

10 Not applicable.
11

12 **j. Any history of parental abuse or neglect of the child or a sibling of**
13 **the child**
14

15 Jim admits in his Opposition that he does not require Hannah to complete
16 her schoolwork while she is in his custody. By Jim refusing to require that Hannah
17 complete her schoolwork while she is in his custody, and leaving up to Minh to try
18 and make up what Hannah has missed during her time, Jim is engaging in
19 educational neglect. Jim, by refusing to address the psychosomatic symptoms that
20 Hannah is experiencing is engaging in medical neglect.
21
22
23

24 **k. Whether either parent or any other person seeking custody has**
25 **engaged in an act of domestic violence against the child, a parent**
26 **of the child or any other person residing with the child**

27 Jim, by grabbing and manhandling Hannah as a way to exercise power and
28 control over her, is engaging in physical abuse and by extension is committing acts

1 of domestic violence. As indicated, Mr. Minetto has admonished Jim that he
2 cannot do what he is doing.

3
4 **1. Whether either parent or any other person seeking physical**
5 **custody has committed any act of abduction against the child or**
6 **any other child**

7 Not applicable.

8 **3. Hannah, Matthew and Selena Should be Interviewed**

9 Hannah will be 12 years of age by the time the hearing takes place.
10 Matthew will be 11 years of age on June 26. Selena will be age 7, on April 4. The
11 children's thoughts as to what is occurring in each household would be helpful for
12 the Court being fully informed.
13

14
15 Jim claims that the children, including Hannah at 12 years of age, are unable
16 to distinguish fact from fiction and as such would be unreliable factual reports.
17 The assertion is false on its face. Twelve-year old's and 11-year old's, of average
18 intellectual capacity can distinguish between fact and fiction.
19

20
21 The Court is well advised as to the complaints Hannah is making. Selena is
22 reporting to Minh that Jim twists her arm or will simply turn off the WiFi if she
23 calls Minh.³⁶ Jim also threatens to confiscate their iPads during the duration of his
24 custodial time.
25

26 Nevada Rule of Civil Procedure 16.215 provides for alternative means for
27 the children to be interviewed. The available alternative methods are set forth in
28

³⁶ As indicated, Jim has sent Minh a text telling her that she is not to Facetime the children again.
See Exhibit T.

1 NRCP 16.215(d)(1)(A) and (B). Those alternative methods include (1) interview
2 by the court subject to various levels of participation by the parties and counsel, or
3 (2) have the children be interviewed by a third-party outsourced provider.³⁷
4

5 **III.** 6 **CONCLUSION**

7 WHEREFORE, based upon the foregoing, Defendant, MINH NGUYET
8 LUONG, respectfully requests that the Court enter orders:
9


- 10 1. Entering the Decree with the following provisions.
 - 11 a. The summer break be the beginning with two weeks on/two weeks off,
12 then every other week. The parent who does not have the children before
13 school ends will start the two weeks.
14
 - 15 b. That Minh receive Easter/Spring Break in the odd numbered years.
16
 - 17 c. That the receiving parent pick up.
18
 - 19 d. The Minh health insurance policy for the minor children be utilized.
20
- 21 2. That the Court order an interim change in custody of Hannah to try and
22 arrest her precipitous decline in her academic performance and potentially avoid
23 Hannah from being held back a grade.
- 24 3. That the Court order an interview of Hannah, Matthew, and Selena.
25

26 ³⁷ A relatively common procedure in high conflict cases such as this one, is to have the children
27 be interviewed by an MFT or LCSW and have the interview be video recorded by one of the
28 court reporting services. The attorneys can draft questions for simultaneous submission to the
outsourced provider. At the interview, the outsourced provider can use all, some, or none of the
questions drafted by the attorney's based upon their discretion. Having the children be
interviewed would be in their best interests by providing the Court with additional facts with
which to make an informed decision.

- 1 4. For attorney's fees and costs, and;
2 5. For any further relief the Court deems proper and just.

3 DATED this 15th day of March 2021
4

5 PAGE LAW FIRM

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7
8 

9 FRED PAGE, ESQ.
10 Nevada Bar No. 6080
11 6930 South Cimarron Road, Suite 140
12 Las Vegas, Nevada 89113
13 (702) 823-2888
14 Attorney for Defendant
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21 **CERTIFICATE OF SERVICE**

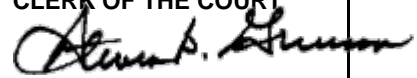
22 The undersigned hereby certifies that on the 15th day of March 2021, the
23 foregoing REPLY TO OPPOSITION was served via e-service to Robert
24 Dickerson, Esq. attorney for Defendant.
25

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28

An employee of Page Law Firm

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EXHS
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DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

JAMES W. VAHEY,
Plaintiff,

v.

MINH NGUYET LUONG,
Defendant.

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

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

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

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Title/Description of Document	Exhibit Number
Text Messages Exchanged Between Jim and Minh on March 9, 2021	1
March 12, 2021 Email from Minh	2
Text Messages from Jim to Minh on February 24, 2021	3
February 23, 2021 Text Message from Minh	4

DATED this 15th day of March, 2021.

THE DICKERSON
KARACSONYI LAW GROUP

By /s/ Sabrina M. Dolson
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[X] by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

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

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

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

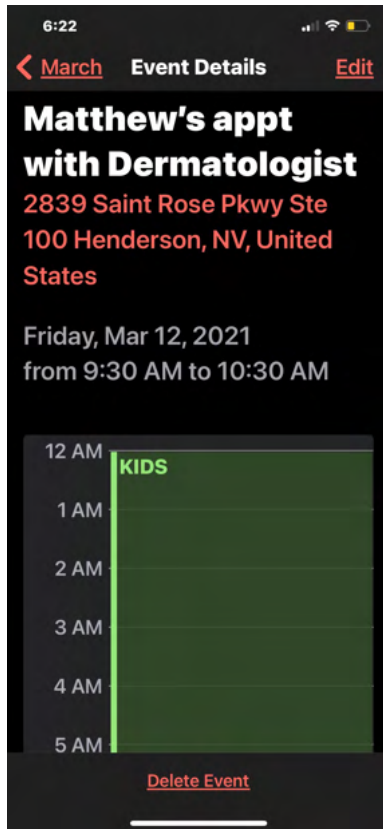
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Attorney for Defendant

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EXHIBIT 1

EXHIBIT 1

EXHIBIT 1



Sent - March 9, 2021 at 6:26 PM - (iMessage) - Delivered

Why are you having them miss school for all of these appointments? Couldn't this have been scheduled after school on a different day. Who is the dermatologist?

Received - Nguyet Luong - March 9, 2021 at 6:27 PM - (iMessage)

NL

I don't intentionally have them miss school jim. That's the time that they have and I can't rely on you to follow through.

Sent - March 9, 2021 at 6:28 PM - (iMessage) - Delivered

Who is the dermatologist

Received - Nguyet Luong - March 9, 2021 at 6:28 PM - (iMessage)

NL

It's who ever that group is

Sent - March 9, 2021 at 6:29 PM - (iMessage) - Delivered

Why are you changing from Handler. He's excellent and he's seen Matthew's before.

3/10/21

Received - Nguyet Luong - March 10, 2021 at 6:23 AM - (iMessage)

NL

Please email me hannah's blood work results

Sent - March 10, 2021 at 7:26 AM - (iMessage) - Delivered

Children's Health

Hannah's ANA titre was 1:320. Normal is 0-40, How is Hannah feeling? What did the optometrist at Costco recommend for Hannah? Please don't make any changes to her glasses without clearing it with her ophthalmologist, Grace Shin. Hannah has physical therapy at 4:00 pm on Thursday. Please don't miss that one. It's already been a week since she was seen. She needs to attend regularly and do exercises on her own for it to help. You didn't answer about why you were changing Matthew's to a different dermatologist, especially one that you don't know who it is. Please explain.

Received - Nguyet Luong - March 10, 2021 at 7:35 AM - (iMessage)

NL

I need the exact copy that was sent to you

Sent - March 10, 2021 at 10:57 PM - (iMessage) - Delivered

Although I objected to your taking Hannah out of school to have her feet checked today instead of tomorrow after school with Mike Monroe, you still took Hannah out of school. What did the doctor you took Hannah to today recommend? I asked you who the doctor was in previous texts, but you didn't answer. After the doctor, whose name you tell me, saw Hannah today today, what was his/her impression and plan. Thank you in advance what the doctor's conclusions and recommendations were. Do you know his/her name? Thank you

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

[REDACTED]

[REDACTED]

[REDACTED]

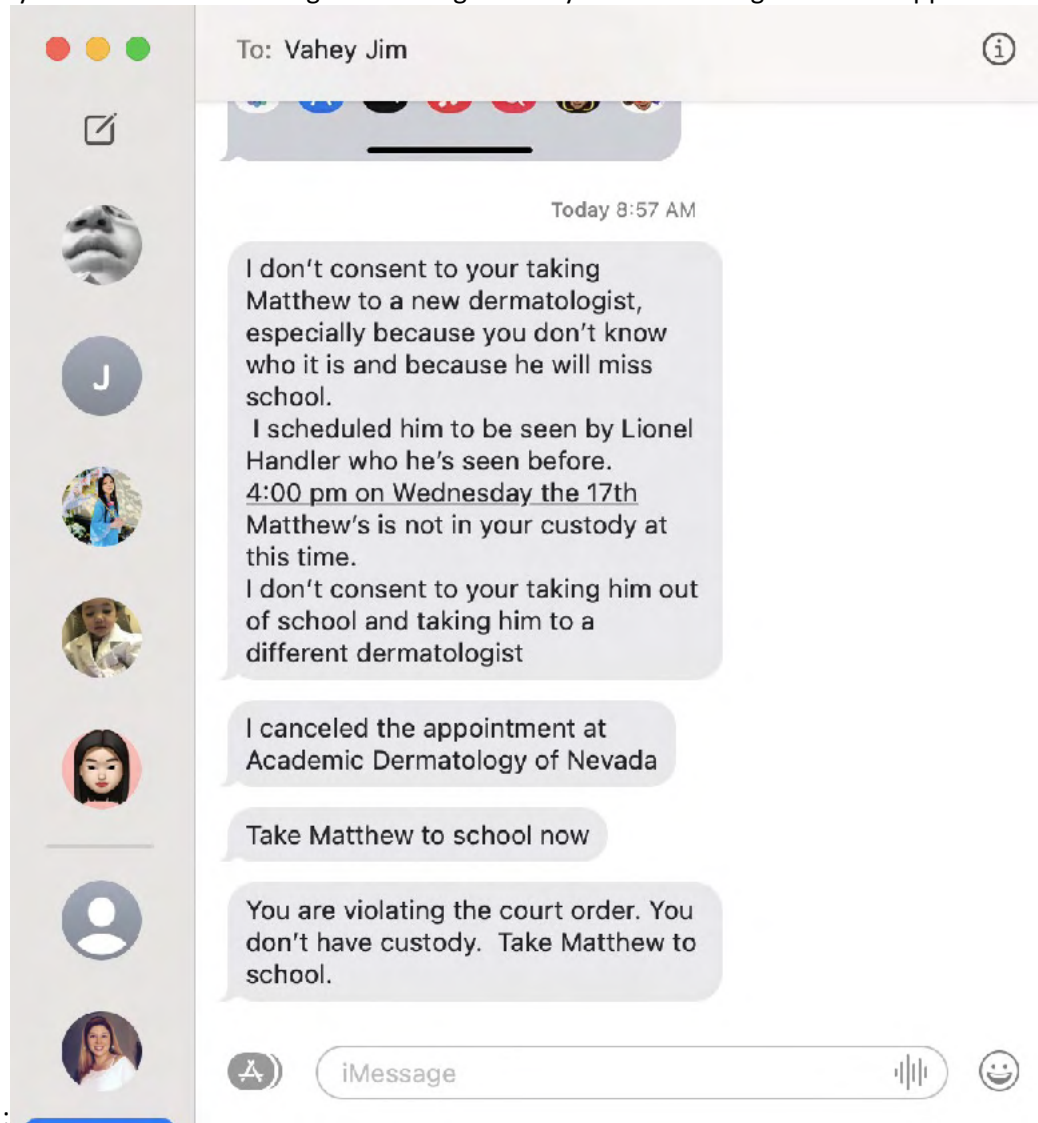
[REDACTED]

Begin forwarded message:

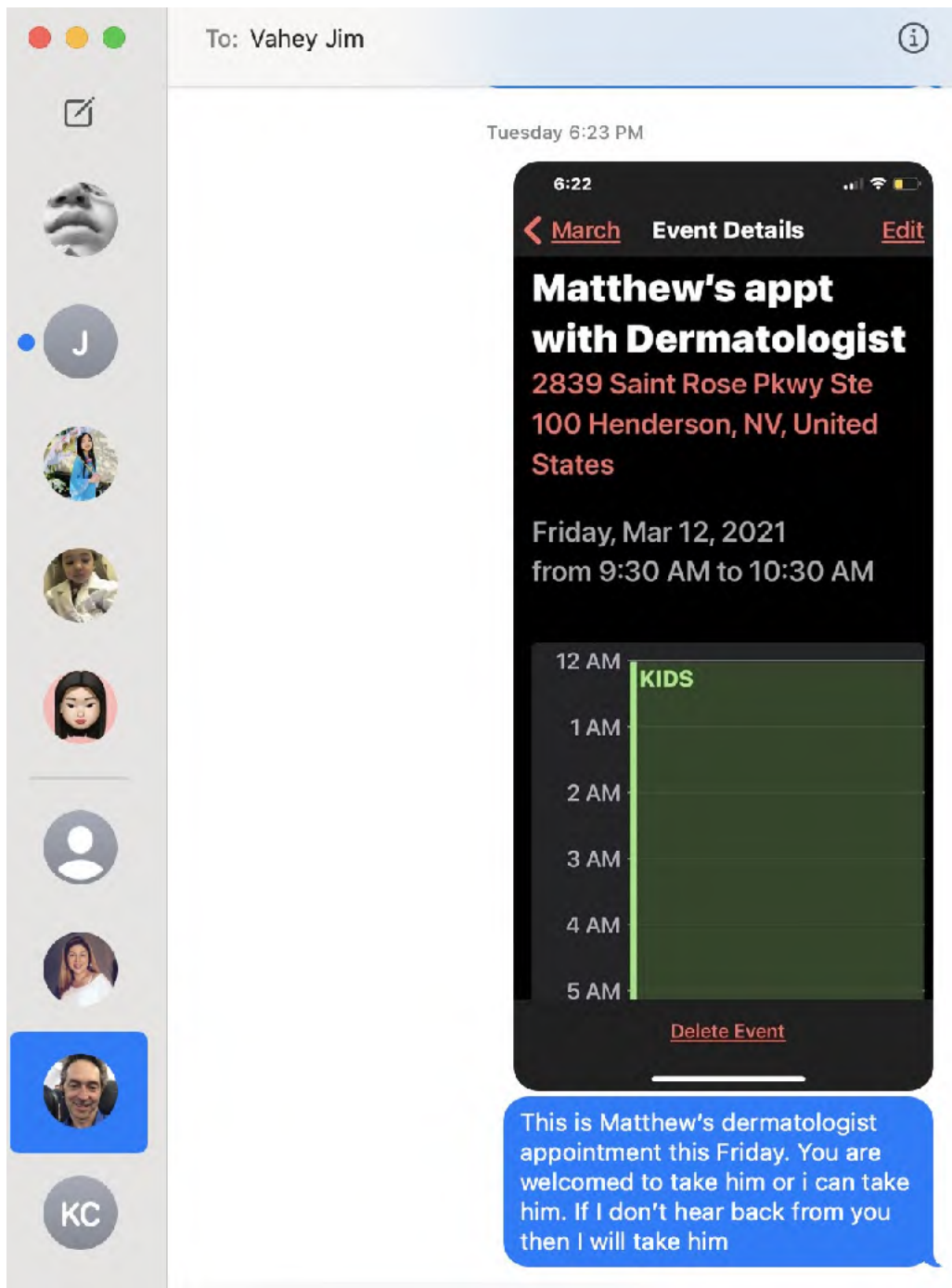
From: Minh Nguyet Luong <luongdds@gmail.com>
Date: March 12, 2021 at 10:57:30 AM PST
To: Jim Vahey <hotsail.jim@gmail.com>
Subject: Re: Matthew's dermatologist

I sent you the attached emailed yesterday at 11:26AM and another one at a previous date. You did not respond. I took him to the dermatologist appointment this morning at 8:30 and was back at the school

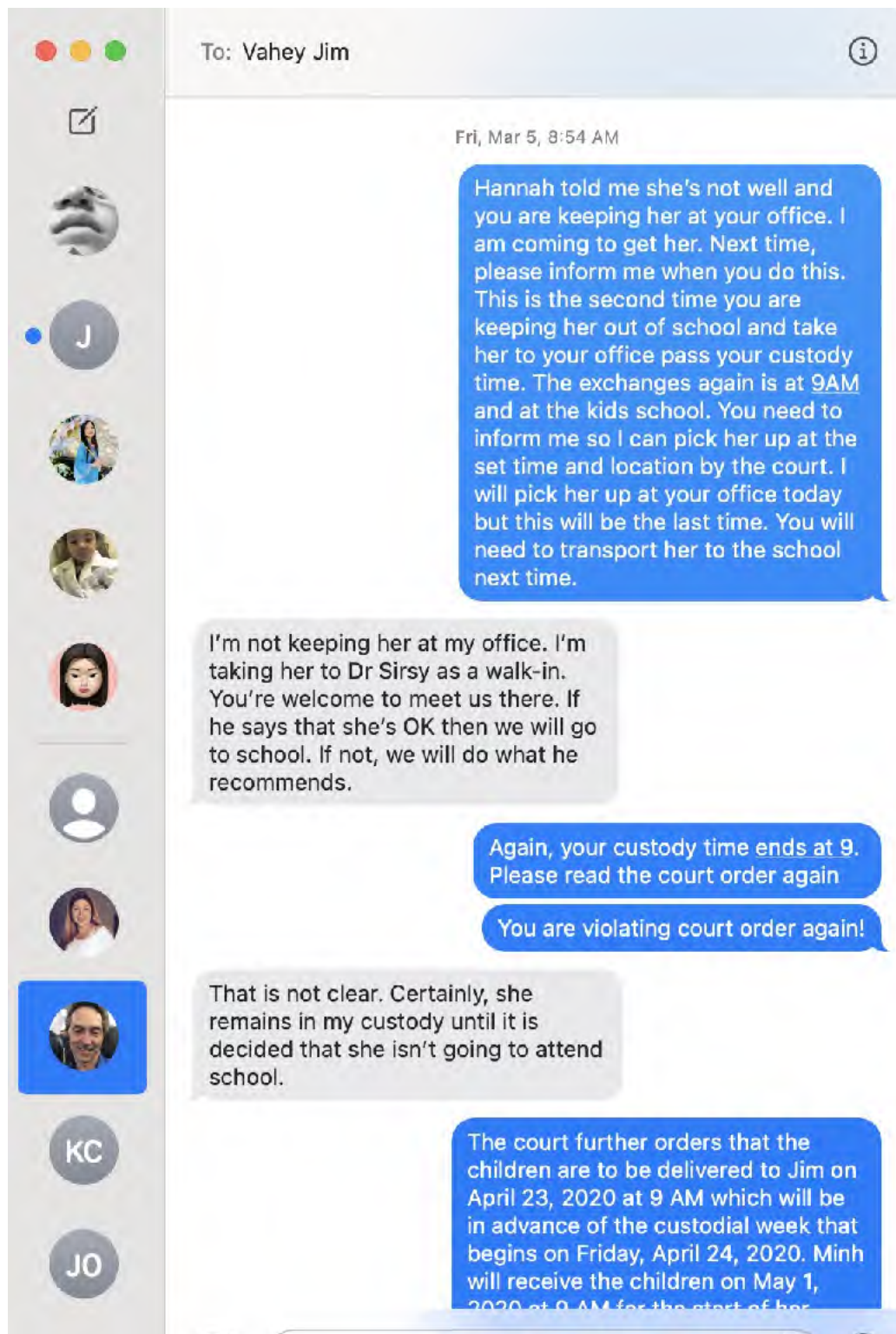
by 9:10 AM. The following are what I got from you this morning AFTER the appointment



I Sent you this on Tuesday also:



This is your response to me last week after taking Hannah to the doctor without giving me any notice:



I don't need your consent to take Matthew or any of the children to whichever doctor I choose. The children are not obligated to be seen only by your friends. Please control yourself and your tone. Do not cancel the kids appointments that I scheduled unless I approve of it.

Matthew has a skin condition called Keratosis Pilaris, NOT eczema . She recommends using lotion that has salicylic acid. She did not say anything about skipping showers like you indicated in court. She also prescribed a low dose topical steroid. The important part is to do it for him and as often as possible at

least once a day. The topical steroid is at Costco pavilion pharmacy if you want to pick it up. Let me know if you don't then I will pick up.

On Mar 11, 2021, at 11:26 AM, Minh Nguyet Luong <luongdds@gmail.com> wrote:

Matthew saw dr. handler once many years ago. He diagnosed Matthew with a skin condition (not eczema like you falsified in court to justify you neglecting the children and not bath them) and prescribed a topical steroid. Dr. Handler informed us if not used then Matthew's skin can be permanently damaged. You dismissed his diagnosis and refused to use the cream Dr. handler prescribed. Now, Matthew's skin is damaged. I am taking him to another dermatologist so I can take care of his skin condition. I sent you the appointment information and informed you that if I don't hear back from you then I will take him. I have not heard back from you.

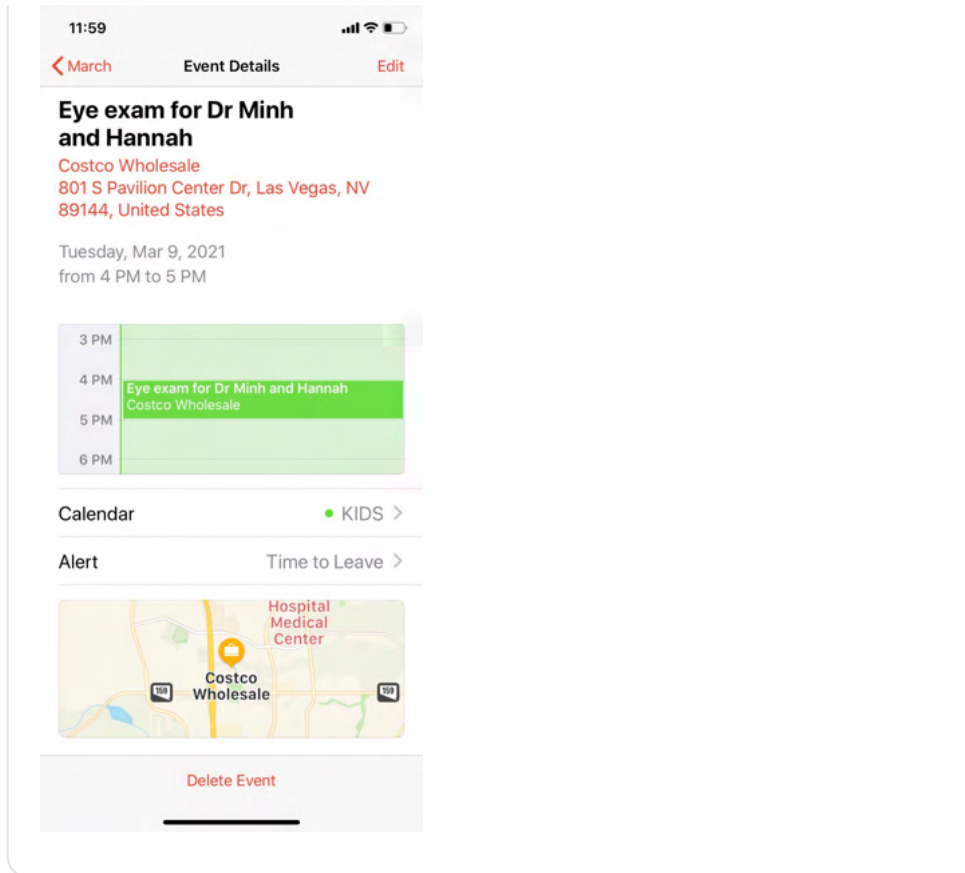
Minh Nguyet Luong, DDS
Toothfairy Children's Dental
8000 W. Sahara Ave #180
Las Vegas, NV 89117
Cell: 702-353-2319
Office: 702-222-9700
Fax: 702-564-0005

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

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3



Sent - February 24, 2021 at 8:32 PM - (iMessage) - Delivered

Hannah's DOC Appointment

Thanks for the information about the appointments. I asked yesterday how Hannah was feeling but didn't see anything from you. How has she been doing, and how was she today? I gathered from your email to Nate that she still had some problems this weekend. Please let me know what those were. What is the appointment at Dessert Orthopedic for? Who is she seeing?

Received - Nguyet Luong - February 24, 2021 at 8:34 PM - (iMessage)

NL

I wrote to you requesting for the children's clothes to be returned to me so they would have them to wear. Selena is cold if not layered. You ignored my texts. Do you think its ok to have a one way communication?

Sent - February 24, 2021 at 8:37 PM - (iMessage) - Delivered

Optician Appointment

I was confused about the optician appointment you scheduled for Hannah. Do you have any concerns or issues with Grace Skin who's been Hannah's

ophthalmologist since she started having her eyes checked? It's not a good idea to start changing Hannah's prescription without Hannah being checked by Grace Shin. If you want, I'll call Grace's office to arrange an appointment for Hannah. Let me know.

Sent - February 24, 2021 at 8:38 PM - (iMessage) - Delivered

Let's discuss important health issues now

3/1/21

Received - Nguyet Luong - March 1, 2021 at 9:36 PM - (iMessage)

NL

Hannah is in pain. Please give her some ibuprofen

Sent - March 1, 2021 at 9:40 PM - (iMessage) - Delivered

Taken care of

3/3/21

Received - Nguyet Luong - March 3, 2021 at 9:17 PM - (iMessage)

NL

Hannah is complaining that it hurts her to breath. Please go help her

Sent - March 3, 2021 at 9:27 PM - (iMessage) - Delivered

I have been Thanks

Received - Nguyet Luong - March 3, 2021 at 9:35 PM - (iMessage)

NL

What did you do for her?

Received - Nguyet Luong - March 3, 2021 at 9:36 PM - (iMessage)

NL

How come she can't breath?

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

NL

and let her to go school being cold like you do so you can accumulate all their clothes?

Received - Nguyet Luong - February 21, 2021 at 9:00 PM - (iMessage)

NL

How petty can you be? You live in a fancy house but you are not willing to buy your own kids clothes?

2/23/21

Received - Nguyet Luong - February 23, 2021 at 12:07 PM - (iMessage)

NL

The children are getting flu shots at Sirsy's office at 3pm

Sent - February 23, 2021 at 12:08 PM - (iMessage) - Delivered

Thanks for the info How's Hannah's back

Sent - February 23, 2021 at 4:28 PM - (iMessage) - Delivered

I hope the shots went smoothly. Lena's teacher called me to let me know she missed two tests that she needs to make up. Science and history. She told me she'd indicate which science chapters. She needs to arrive early at school 7:50-8:00 two mornings this week to take the tests before school. Call me or text me if you have any questions. Did Hannah's back pain get better?

Received - Nguyet Luong - February 23, 2021 at 4:29 PM - (iMessage)

NL

Please inform the school that they need to call me also

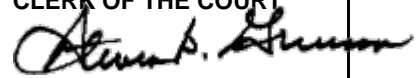
2/24/21

Received - Nguyet Luong - February 24, 2021 at 3:52 PM - (iMessage)

NL

106

106



RPLY
THE DICKERSON KARACSONYI LAW GROUP
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Attorneys for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

JAMES W. VAHEY,
Plaintiff,

v.

MINH NGUYET LUONG,
Defendant.

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

Oral Argument Requested: Yes

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

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

This Reply is made and based upon the following Memorandum of Points and Authorities, the Declaration of Jim attached hereto, the

...

...

1 attached exhibits, all papers and pleadings on file herein, as well as oral
2 argument of counsel as may be permitted at the hearing on this matter.

3 DATED this 15th day of March, 2021.

4 THE DICKERSON
5 KARACSONYI LAW GROUP

6 By */s/ Sabrina M. Dolson*
7 ROBERT P. DICKERSON, ESQ.
8 Nevada Bar No. 000945
9 SABRINA M. DOLSON, ESQ.
10 Nevada Bar No. 013105
11 1745 Village Center Circle
12 Las Vegas, Nevada 89134
13 Attorneys for Plaintiff
14
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28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 By now, the Court has received Jim’s Motion to Transfer Case to
4 Department H and to Enter Plaintiff’s Proposed Findings of Fact,
5 Conclusions of Law, and Decree of Divorce, and Minh’s Opposition
6 thereto; and Minh’s Motion to Enter Decree of Divorce, for an Interim
7 Modification of Custody, to Change Custody, and for Attorney’s Fees and
8 Costs, and Jim’s Opposition thereto. From these filings, the Court has
9 heard each party’s side of the extensive history of their issues during
10 marriage and subsequent divorce litigation. These filings demonstrate why
11 it would be in the interest of judicial efficiency and economy to have the
12 matter transferred back to The Honorable Judge T. Arthur Ritchie, Jr.,
13 Department H. At the very least, the case should be transferred to Judge
14 Ritchie to have him preside over the entering of the Decree of Divorce
15 given he presided over the evidentiary hearing and entered the orders upon
16 which the parties cannot agree. All post-divorce issues could then be heard
17 by this Court (i.e., The Honorable Judge Dawn R. Throne, Department U).

18 In an effort to keep this Reply as brief as possible, given the extensive
19 filings the Court has already received, Jim will only reply to Minh’s
20 misstatements and additional instances of alienation and failure to
21 coparent that have recently occurred.

22 **II. FACTUAL STATEMENT**

23 Minh continues to falsely state that Jim battered her on March 20,
24 2020 in front of the children and has been physically abusive to Hannah.
25 Minh even falsely claims that “Jim was charged with battery constituting
26 domestic violence” in spite of the fact that her own Exhibit A clearly states,
27 “NO CHARGES FILED” on the first page and “NO CHARGES
28 . . .

1 FILED/CASE VACATED” on the first and second pages.¹ Charges were
2 never filed because the audio and video recording Jim took of the incident
3 demonstrated Minh was the aggressor, damaged his property, and
4 attempted to take his property from his home.

5 Minh also continues to falsely claim that Jim punched Hannah in the
6 face with a closed fist and burned her with a pan.² Minh admits that she
7 called the police both times to make sure Hannah was safe and each time
8 the police found that Hannah was safe and that Jim did not abuse her. It
9 is worth mentioning that burns do not fade immediately after they are
10 sustained, and in fact worsen for up to 48 to 72 hours after they occur.
11 Minh further absurdly asserts that Jim disconnects and hides the landline
12 from Hannah. Jim is not sure where Minh comes up with these
13 fabrications, but Hannah has a landline in her bedroom that she can use
14 to call Minh. Minh addressed each of her fabrications with Judge Ritchie
15 who also was not persuaded by her stories.³

16 Minh claims that Jim stated Judge Ritchie ordered her to conduct all
17 of the transportation as a result of the March 20, 2020 incident. Jim never
18

19 ¹ Contrary to the evidence (i.e., Exhibit A) submitted by Minh, Minh
20 makes the following misrepresentations in her Opposition: “Jim’s assertion that
21 criminal charges were never brought against him are absurdly false. Jim was arrested
22 and criminally charged with battery constituting domestic violence. The case number
23 is 20CR002146. Jim was arraigned, appeared and pled not guilty.” Minh’s description
24 of a conversation she or her attorney had with the prosecutor is hearsay and unreliable
25 considering the serial misrepresentations she continues to make.

26 ² Jim also has not choked, berated, badgered, or slapped Hannah. Minh’s
27 claim that Jim creepily watches Hannah while she sleeps was addressed in previous
28 motions. Minh once requested to speak to Hannah, and Jim informed Minh that she
29 was sleeping. Minh then threatened to call the police to Jim’s home if he did not send
30 her a photograph of Hannah sleeping. Jim took a photograph of Hannah sleeping to
31 send to Minh and Hannah woke up startled by Jim taking a photograph of her, which
32 he only did to avoid having the police called to his home yet again.

33 ³ Judge Ritchie also was not persuaded by Minh’s recording of Matthew
34 stating he was afraid of Jim. Matthew has never behaved the way Minh described in
35 Jim’s custody and Matthew does great in Jim’s custody.

1 made this representation in his Motion so it is unclear how Minh arrived
2 at that conclusion. Jim only informed the Court that at the April 22, 2020
3 hearing, Judge Ritchie ordered the custody exchanges to occur at the guard
4 gate of Jim's residence because of the incident that occurred on March 20,
5 2020. This is clearly evident from the Order from April 22, 2020 Hearing
6 (see pg. 7, lines 10-12). This does not mean that Minh conducts all of the
7 transportation for the custody exchanges. In fact, most of the custody
8 exchanges occur at the children's school and are equally shared by the
9 parties.

10 Minh dismisses Jim's concerns for her hostility toward him in front
11 of the children by falsely claiming that Jim is only referring to one custody
12 exchange on March 1, 2020, in which she told Jim, in front of the children,
13 that he was beneath her, he was beneath dirt, and she did not have to
14 speak to him. Minh claims she only made such abhorrent comments after
15 Jim "smugly watched [her] struggle for an hour and a half trying to get
16 [the] children" out of the car, and her "restraint . . . should be seen as
17 being remarkable." Minh again attaches an exhibit that does not support
18 her claims. In the Exhibit C attached by Minh, Jim responds to a text
19 message from Minh claiming she needs help getting the children out of her
20 car as follows: "I've been out there four times. And, you wrote and sent
21 that latest text while I was standing out there for the fourth time." Again,
22 Minh believes her self-serving statements and text messages support her
23 assertions, when they cannot be relied upon based on her history of
24 dishonesty and her lack of credibility.

25 March 1, 2020 was also one instance of many in which Minh has
26 been hostile to Jim in front of the children. Minh's hostility has been
27 ongoing since the parties' separation, and Jim has provided multiple
28 examples in his Motion, and in his Opposition to Minh's Motion. Even in

1 Judge Ritchie's Findings of Fact, Conclusions of Law, Decision and Order,
2 entered September 20, 2019 (i.e., pg. 11, lines 18-28), he details an
3 incident that occurred in August 2019 at the children's school in which
4 Minh was inappropriately hostile to Jim in front of the children. It was
5 Minh's inappropriate behavior dating back to before the evidentiary
6 hearing on custody that led Judge Ritchie to have "concerns that Minh
7 Luong's negative attitude toward James Vahey that stems from his refusal
8 to allow her to move the children to California has caused her to negatively
9 influence the relationship between the children and their father." Pg. 11,
10 lines 11-17.

11 Minh claims that in the past Jim refused to help her get the children
12 out of her vehicle and that she had to call the police several times to help
13 her. Minh's calling the police to custody exchanges used to occur when the
14 parties exchanged the children at their residences. Minh believed that
15 creating these reports would support her many claims to have custody
16 modified. After her plan failed before Judge Ritchie, and the Court ordered
17 the parties to exchange the children either at the school or at the guard
18 gate of Jim's residence, Minh's phone calls to the police to aid with the
19 custody exchange ceased.

20 Minh alleges she previously needed the police's assistance because the
21 children refused to get out of her car. Jim has always discussed with Minh
22 that the children witness her hostility toward him and hide in her car at
23 custody exchanges as a way to please her. Jim has asked that Minh speak
24 to the children and let them know she fully supports them being with their
25 father, which he believed would encourage them to cooperate at the
26 custody exchanges. Minh refused to accept Jim's advice, confident the
27 children stay in her vehicle because they did not want to be with Jim.
28 During one custody exchange Selena told Jim and Jim's brother, Ed Vahey,

1 that it was going to take a while for the other two children to come to Jim's
2 car because Minh promised \$20 to whomever could stay in her vehicle and
3 hide from Jim the longest. Jim knew the children were being adversely
4 affected by witnessing Minh's hostility toward Jim, but he never could
5 have imagined that Minh would try to bribe the children to make custody
6 exchanges difficult.

7 Over the past year, particularly since Judge Ritchie ordered the
8 custody exchanges to occur at the guard gate of Jim's residence, the
9 children have been much more cooperative at custody exchanges. In
10 particular, Matthew and Selena have adjusted well to the parties sharing
11 custody on a week on/week off basis and are well behaved at the custody
12 exchanges for the most part. Hannah has the most difficulty adjusting to
13 the parties' divorce and custody arrangement. It is not surprising, however,
14 that the children sometimes struggle with leaving Minh. After the
15 evidentiary hearing on custody, Minh decided to relocate to California
16 without the children. This likely adversely affected the children who may
17 have felt abandoned by Minh. Nevertheless, the custody exchanges have
18 been much more smooth than they were a year ago.

19 Recently, on January 4, 2021, Matthew and Hannah reverted back
20 to their old behavior at the custody exchange at Hannah's therapist's
21 office. The parties were exchanging the children at Hannah's therapist's
22 office because Minh picked them up an hour early from school in an
23 attempt to take the children during Jim's custody timeshare. Minh did not
24 agree to return the children to Jim because she feared his retaliation as she
25 claims. Minh returned the children to Jim because counsel became involved
26 and had to explain to Minh the custody timeshare.

27 In his Motion, Jim addressed Minh's interference with his custody
28 time, which consisted of Minh demanding that she have an hour every day

1 to teach the children Vietnamese⁴ and scheduling a time to watch a movie
2 with the children with her being on Facetime during Jim's custody time. In
3 response, Minh alleges that Jim previously attempted to limit her
4 telephone contact with the children during his custody time. This is
5 untrue. In his Emergency Motion filed on June 5, 2020, Jim actually
6 sought to establish a set schedule for each party to communicate with the
7 children during the weeks in which the other party had custody. Jim asked
8 the Court to schedule three days a week (i.e., Sunday, Tuesday, and
9 Thursday) in which the custodial parent would call the noncustodial
10 parent so the children could speak to the noncustodial parent for ten (10)
11 minutes each for a total of at least thirty (30) minutes. Jim specifically
12 stated in his Emergency Motion: "This would not prevent the children
13 from calling the noncustodial parent on other days if they chose" Jim
14 made this request not to limit Minh's ability to communicate with the
15 children, but to ensure Minh facilitated the children speaking to him
16 during her custody time, which she historically did not.

17 Judge Ritchie denied Jim's request for scheduled telephonic
18 communication at that time. Order from July 13, 2020 Hearing, pg. 3,
19 lines 24–27. Minh has used this to argue that she should be able to speak
20 to the children as often and for as long as she wants during Jim's custody
21 time. Minh has obviously abused Judge Ritchie's belief that the parties
22 could be reasonable when it came to communicating with the children
23 during the other parent's custody time. Minh demanded she have an hour
24 every day during Jim's custody time to teach the children Vietnamese. This
25

26 ⁴ It should be noted that Jim has no issue with the children learning
27 Vietnamese during Minh's custody time. Jim solely believes it is unreasonable for Minh
28 to demand that he ensure the children are available for one hour every day, including
after school, to practice Vietnamese, especially considering Minh did not discuss this
with Jim before telling the children her plan.

1 has interfered with the children's ability to complete their homework, eat
2 dinner, and get ready for bed. The stress of complying with Minh's
3 demand to meet with her for one hour every night was also not healthy for
4 the children. Jim informed Minh that he could not agree to allow these
5 daily, hourly sessions to continue as much of the time the children are not
6 even practicing Vietnamese, but rather are fighting with each other and
7 playing video games.

8 Minh repeatedly attempts to make it seem as if Jim does not have a
9 great relationship with his children, which is the same position she took at
10 the evidentiary hearing on custody. Judge Ritchie was able to determine
11 based on the evidence presented that "the children are well-adjusted with
12 a loving relationship with both parents. There was ample evidence showing
13 that Minh Luong and James Vahey participated in many activities with the
14 children, and that both were engaged in the children's schooling, and
15 extracurricular activities." September 2019 Decision and Order, pg. 14,
16 lines 1-5. Jim continues to have a great relationship with Matthew and
17 Selena.

18 Since the parties' separation, and particularly since Minh kept the
19 children from Jim for five (5) weeks from March 20, 2020 to April 23,
20 2020, Jim has been candid about Hannah's behavior in his home and
21 toward him, which is why he requested that she be seen by a psychologist,
22 which was approved by Judge Ritchie. *See* Order from July 13, 2020
23 Hearing, pg. 3, lines 5-19. Jim will continue doing everything he can to
24 ensure Hannah receives the help she needs. However, Hannah witnesses
25 Minh's hostility toward Jim and in turn behaves similarly toward Jim.
26 Thankfully, there are days in which it appears Hannah is returning to her
27 old self, and that gives Jim hope that if they continue to ensure Hannah
28 receives treatment from Nate Minetto that she will improve.

1 In addition to the foregoing, Minh recently has been violating the
2 Court's joint legal custody order and attempting to change the children's
3 doctors without discussing this with Jim or obtaining his consent. Minh
4 recently scheduled an appointment for Matthew to be seen by a new
5 dermatologist without first informing Jim or obtaining his consent to
6 change dermatologists. Minh scheduled the appointment during Jim's
7 custody time and on a day and time in which Matthew was in school. Jim
8 informed Minh that he did not agree with her changing Matthew's
9 dermatologist or keeping him out of school to attend the appointment.
10 Minh replied to Jim: "I don't intentionally have them miss school jim.
11 That's the time that they have and I can't rely on you to follow through."
12 **Exhibit 1**, Text Messages Exchanged Between Jim and Minh on March 9,
13 2021. Jim asked Minh which dermatologist Minh scheduled the
14 appointment with, and she replied "[i]t's who ever that group is,"
15 referencing her text message providing Jim the address of the
16 dermatologist's office. **Exhibit 1**. Jim also asked Minh why she unilaterally
17 decided to change Matthew's dermatologist from Dr. Lionel Handler, who
18 is a great dermatologist, but Minh did not respond. **Exhibit 1**. Jim told
19 Minh he scheduled an appointment for Matthew with Dr. Handler when
20 Matthew was not in school. **Exhibit 1**. Minh stated to Jim: "I don't need
21 your consent to take Matthew or any of the children to whichever doctor
22 I choose." **Exhibit 2**, March 12, 2021 Email from Minh.

23 Minh informed Jim that the physician's assistant for the new
24 dermatologist, Anna Liang, PA-C, diagnosed Matthew with a skin
25 condition called Keratosis Pilaris, not eczema as Dr. Handler had
26 diagnosed him. Minh further informed Jim that Ms. Liang recommended
27 Matthew apply a lotion with salicylic acid and prescribed a topical steroid.
28 The parties have previously disagreed as to the use of steroids on

1 Matthew's skin. Steroids are not meant to be used repeatedly or
2 consistently and can end up thinning Matthew's skin. Jim has informed
3 Minh of this, but she continues to insist on using steroids on Matthew's
4 skin. After the appointment, Jim contacted Ms. Liang and asked about the
5 steroid. Ms. Liang informed Jim that she did not want to prescribe the
6 steroid, but Minh insisted on it so she prescribed the lowest dose in the
7 smallest amount she could and did not provide any refills.

8 Minh also took Hannah out of school and to an appointment to have
9 her feet examined as they were causing her pain. Minh again informed Jim
10 that she unilaterally scheduled an appointment with Dr. Troy S. Watson,
11 MD, without first informing Jim or obtaining his consent. Jim informed
12 Minh that he did not approve of Hannah being taken out of school for the
13 appointment, and he could schedule an after school appointment for
14 Hannah with Dr. Michael T. Monroe, MD. Minh disregarded Jim and
15 took Hannah to the appointment with Dr. Watson. Dr. Watson
16 recommended Hannah get custom orthopedic devices for her shoes and
17 wear shoes with more support.

18 In addition, Minh unilaterally scheduled an eye examination for
19 Hannah with a new eye doctor without first informing Jim or obtaining his
20 consent. Jim asked Minh why she was taking Hannah to a new optometrist
21 and if she had any concerns or issues with Hannah receiving treatment
22 from Dr. Grace S. Shin, MD, who has been Hannah's ophthalmologist
23 since Hannah started having her eyes examined. **Exhibit 3**, Text Messages
24 from Jim to Minh on February 24, 2021. Jim informed Minh that he did
25 not think it was a good idea to change Hannah's prescription without her
26 first being examined by Dr. Shin and asked her to please consult with Dr.
27 Shin. **Exhibit 3**. Jim did not receive a response from Minh.

28 . . .

1 Minh also recently took the children to the pediatrician, Dr. Kareem
2 Sirsy, DO, and only notified Jim of the appointment approximately three
3 (3) hours before the appointment. Minh informed Jim she was taking the
4 children to get their flu shots. Exhibit 4, February 23, 2021 Text Message
5 from Minh. Minh then later informed Jim that Dr. Sirsy prescribed
6 Famoditine for Selena because she sometimes regurgitates food. Minh
7 failed to inform Dr. Sirsy that Selena had been previously evaluated and
8 diagnosed with rumination syndrome by a pediatric gastroenterologist, Dr.
9 Howard Baron on September 14, 2020. Dr. Baron advised Jim that Selena
10 needed therapy, not medication, which Minh was aware of because Jim
11 communicated Dr. Baron's recommendations to Minh. After Minh
12 informed Jim of Dr. Sirsy's prescription for Selena, Jim called Dr. Sirsy to
13 discuss Dr. Baron's diagnosis. Dr. Sirsy informed Jim he was not aware of
14 Dr. Baron's diagnosis and had he known, he would have deferred to Dr.
15 Baron's opinion given he is a specialist.

16 Based on these numerous examples of Minh unilaterally changing the
17 children's doctors without first informing Jim or obtaining his consent to
18 do so, it is clear Minh either does not understand what is required of her
19 as a joint legal custodian, or does not care to comply with the Court's
20 order that the parties share joint legal custody.

21 **III. LEGAL ARGUMENT**

22 A. This Case Should Be Reassigned to the Honorable Judge T. Arthur 23 Ritchie, Jr., Department H, in the Interest of Judicial Efficiency

24 The parties' Motions and Oppositions demonstrate why this case
25 should be reassigned to Judge Ritchie. Minh is attempting to relitigate
26 several issues, including custody, which she is well aware Judge Ritchie
27 already addressed and upon which he entered orders. Judge Ritchie has
28 also denied two (2) prior attempts by Minh to change custody in the year

1 and a half since he entered the custody order. At the very least, the case
2 should be reassigned to Judge Ritchie to allow him to enter the Decree of
3 Divorce because he held the evidentiary hearing on the financial issues and
4 he would be able to resolve the parties' disputes regarding the Decree of
5 Divorce in the most efficient and effective manner.

6 The Nevada Code of Judicial Conduct, Rule 2.7 and the comments
7 thereto, cited by Minh in her Opposition, support this argument. Minh
8 acknowledges that the comments section to Rule 2.7 states that "[j]udges
9 must be available to decide the matters that come before the court." Judge
10 Ritchie must be available to decide the remaining issues surrounding the
11 entering of the Decree of Divorce because that matter came before his
12 Department prior to this case being randomly reassigned. Any post-divorce
13 issues could then be decided by this Department.

14 Based on the foregoing, in the interests of judicial efficiency and
15 economy, this matter should be reassigned to Judge Ritchie, at the very
16 least so he can finalize the entry of the parties' Decree of Divorce. *See*
17 EDCR 1.90(b)(1).

18 B. The Court Should Enter the Proposed Findings of Fact, Conclusions
19 of Law, and Decree of Divorce Attached as Exhibit I to Jim's Motion

20 1. *The Court Should Uphold the Court's Order Regarding the Custody*
21 *Exchange Location and Include Same in the Decree of Divorce*

22 The Court should uphold the Court's Order from April 22, 2020
23 Hearing that the custody exchanges shall occur at the guard gate of Jim's
24 home when the children are not in school. Order from April 22, 2020
25 Hearing, 7:10–12. This does not mean that Minh will be the only one
26 doing the work as she claims in her Opposition. A vast majority of the
27 custody exchanges occur at the children's school, which the parties equally
28 divide. The only custody exchanges that occur at the guard gate of Jim's
home are during the summer and some holiday breaks.

1 Minh states that immediately following the September 4, 2020
2 hearing, she purchased a home to establish residency so she could request
3 the Court's order regarding the location of the custody exchange be
4 modified. Minh has never provided the address of her new home to Jim.
5 Jim has made it abundantly clear why he does not feel comfortable with
6 Minh being at his residence or going to Minh's residence. The hostility he
7 receives from Minh, her multiple phone calls to the police, her entering of
8 his property, damaging his property, and falsely accusing him of domestic
9 violence, and the children's behavior when the exchanges do not occur at
10 the guard gate all support the upholding of the Court's current order.

11 2. *The Court Should Uphold the Court's Order that Jim Provide Health*
12 *Insurance for the Children and Minh Reimburse Jim One-Half (1/2)*
the Amount

13 This Court should deny Minh's request to modify Judge Ritchie's
14 orders regarding health insurance. Minh claims that her primary objection
15 to the health insurance that Jim provides for the children is cost. Minh has
16 a multimillion dollar estate and earns between \$700,000 to \$1,000,000 per
17 year. This is not a cost issue. This is even more evident based on Minh's
18 request for the Court to allow her to maintain her own health insurance
19 policy for the children so the children are double covered. Minh's health
20 insurance premium for the children is nearly the same amount as Minh
21 would pay to Jim for her one-half (1/2) portion of his health insurance
22 policy, which is a better policy than the one she obtained. Thus, this is not
23 a cost issue when Minh readily offers to pay the same amount to have the
24 children double covered.

25 This is an issue of Minh not wanting to pay Jim directly for her one-
26 half (1/2) portion of the children's health insurance because she hates Jim
27 so much she cannot stand the idea of having to write him a check. Minh
28 did the same thing when Jim paid for the children's private school tuition,

1 which the Court ordered the parties to equally divide. When Jim requested
2 Minh reimburse him for her one-half (1/2) portion, Minh refused, telling
3 Jim she did not want to pay him directly. Minh's behavior is incredibly
4 immature and causes the parties to incur unnecessary legal fees arguing
5 over nonissues that the Court has already decided. Jim provided health
6 insurance for the parties' children during their marriage and Minh never
7 had any issue with the coverage or cost.

8 Minh also may be changing the children's doctors to take them to
9 new doctors covered by her health insurance policy. As discussed above,
10 Minh has unilaterally been taking the children to new doctors without first
11 informing Jim or obtaining his consent. Minh may be doing so because her
12 health insurance does not cover the children's historic doctors. If that is
13 the case, granting Minh's request for the children to be covered by her
14 health insurance policy and Jim's will likely result in arguments regarding
15 which medical providers to take the children.

16 Based on the foregoing, Jim requests the Court enter the Decree with
17 Judge Ritchie's Orders that Minh reimburse Jim \$432.00 per month for her
18 one-half (1/2) portion of the children's health insurance provided by Jim,
19 and deny her request to modify same.

20 3. *The Court Should Enter the Custody Orders Set Forth in the Proposed*
21 *Decree of Divorce*

22 Minh asserts that she should be awarded the Easter/Spring Break
23 holiday in odd years and Jim should be awarded the holiday in even years,
24 even though Minh had the children for their Easter/Spring Break holiday
25 in 2020. Minh now claims that she should have the Easter/Spring Break
26 holiday two (2) years in a row because Jim had New Year's Day, Martin
27 Luther King Day, and President's Day in 2021. First, this has no bearing
28 on the parties' equal sharing of the Easter/Spring Break holiday.

1 Second, the parties have agreed that the parent who has custody
2 pursuant to the normal week on/week off custody schedule shall continue
3 to have custody for the three-day weekend holidays, such as Martin Luther
4 King Day and President's Day. Thus, Jim was not awarded these holidays,
5 they ended up falling on his custody weeks. In the future, they may fall
6 during Minh's custody weeks during a year in which she has the children
7 for their Easter/Spring Break holiday.

8 Third, Minh has been claiming she should have the Easter/Spring
9 Break holiday long before the holidays in 2021 occurred. Minh initially
10 claimed she should have the holiday in odd years because the only reason
11 she received the holiday in 2020 was because she chose to relocate to
12 California without her children and as a result, the Court awarded her the
13 holiday. Her personal decision to leave her children and only spend time
14 with them once a month and on certain holidays was her choice, no one
15 else's. Thus, the Court should equally and fairly divide the Easter/Spring
16 Break holiday and order that Jim have the holiday in odd years and Minh
17 have the holiday in even years.

18 C. The Court Should Enter Orders Regarding the Parents' Telephonic
19 Communication with the Children and Should Admonish Minh
20 Regarding Her Manipulation and Alienation of the Children from
21 Jim

21 Jim is requesting the Court set reasonable boundaries for the parties'
22 telephonic communication with the other parent based on Minh's recent
23 attempts to interfere with Jim's custody time. Minh does not understand
24 how her demands for an hour with the children every day during Jim's
25 custody time and scheduling a time to watch a movie with the children
26 during Jim's custody time is unreasonable. The only way to ensure Minh
27 understands her unreasonable actions is for the Court to advise her of same
28 and set reasonable boundaries regarding telephonic communication.

1 As detailed above and in Jim's Motion, Minh has continued to
2 manipulate and alienate the children from Jim. Jim recalled a custody
3 exchange in which Selena informed Jim and his brother, Ed Vahey, that
4 Minh offered \$20 to the child who hid in her RV and refused to leave with
5 their father the longest. Jim knew the children were being adversely
6 affected by witnessing Minh's hostility toward Jim, but he never could
7 have imagined that Minh would try to bribe the children to make custody
8 exchanges difficult. Minh is also unilaterally changing the children's
9 doctors without first discussing same with Jim or obtaining his consent.
10 This is a violation of the Court's legal custody orders. Minh must be
11 admonished regarding her concerning behavior that only hurts the parties'
12 children. If Minh continues to manipulate and alienate the children from
13 Jim, and violate the joint legal custody orders, Jim should be awarded sole
14 legal custody.

15 **IV. CONCLUSION**

16 Based on the foregoing, Jim respectfully requests the Court grant his
17 Motion in its entirety and deny Minh's Motion.

18 DATED this 15th day of March, 2021.

19 THE DICKERSON
20 KARACSONYI LAW GROUP

21 By /s/ Sabrina M. Dolson
22 ROBERT P. DICKERSON, ESQ.
23 Nevada Bar No. 000945
24 SABRINA M. DOLSON, ESQ.
25 Nevada Bar No. 013105
26 1745 Village Center Circle
27 Las Vegas, Nevada 89134
28 Attorneys for Plaintiff

1 DECLARATION OF JAMES W. VAHEY

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

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

7 2. I am making this declaration in support of my REPLY IN
8 SUPPORT OF MOTION TO TRANSFER CASE TO DEPARTMENT H
9 AND TO ENTER PLAINTIFF'S PROPOSED FINDINGS OF FACT,
10 CONCLUSIONS OF LAW, AND DECREE OR DIVORCE ("Reply"). I
11 have read the Reply prepared by my counsel and swear, to the best of my
12 knowledge, that the facts as set forth therein are true and accurate, save
13 and except any fact stated upon information and belief, and as to such
14 facts I believe them to be true. I hereby reaffirm said facts as if set forth
15 fully herein to the extent that they are not recited herein. If called upon by
16 this Court, I will testify as to my personal knowledge of the truth and
17 accuracy of the statements contained therein.

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

20 Executed on March 15, 2021

21
22 /s/ James W. Vahey
23 JAMES W. VAHEY
24
25
26
27
28

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of THE DICKERSON KARACSONYI LAW GROUP, and that on this 15th day of March, 2021, I caused the above and foregoing document entitled REPLY IN SUPPORT OF MOTION TO TRANSFER CASE TO DEPARTMENT H AND TO ENTER PLAINTIFF'S PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECREE OR DIVORCE to be served as follows:

☒ pursuant to mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

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

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

☐ by hand-delivery with signed Receipt of Copy.

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

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

/s/ Sabrina M. Dolson
An employee of The Dickerson Karacsonyi Law Group

Sabrina Dolson

From: James Vahey <hotsail.jim@gmail.com>
Sent: Monday, March 15, 2021 10:07 PM
To: Sabrina Dolson
Subject: Re: Second set of comments on Reply ISO Motion
Attachments: Reply ISO Motion Re Decree of Divorce.003.pdf; Reply ISO Motion Re Decree of Divorce.COMPARE .002 and .003.pdf

Thanks. I agree.
Please submit

James W. Vahey, M.D.

On Mar 15, 2021, at 10:04 PM, Sabrina Dolson <sabrina@thedklawgroup.com> wrote:

Best Regards,

Sabrina M. Dolson, Esq.

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

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

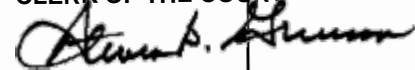
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NOTICE REQUIRED BY IRS (IRS CIRCULAR 230 DISCLOSURE): As required by U.S. Treasury Regulations governing tax practice, you are hereby advised that any written tax advice contained herein was not written or intended to be used (and cannot be used) by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

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EXHS
FRED PAGE, ESQ.
NEVADA STATE BAR NO. 6080
PAGE LAW FIRM
6930 SOUTH CIMARRON ROAD, SUITE 140
LAS VEGAS, NEVADA 89113
TELEPHONE: (702) 469-3278
FACSIMILE: (702) 628-9884
Email: fpage@pagelawoffices.com
Attorney for Defendant

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

JAMES W. VAHEY,

Plaintiff,

vs.

MINH NGUYET LUONG,

Defendant.

Case No.: D-18-581444-D

Dept.: H

Hearing Date: March 22, 2021

Hearing Time: 10:00 a.m.

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


COMES NOW Defendant, MINH NGUYET LUONG, by and through her
counsel, Fred Page Esq., of Page Law Firm and hereby submits her Supplemental
Exhibit Appendix in Support of Opposition to Plaintiff, JAMES W. VAHEY'S,
Motion to Transfer Case to Department H, and to Enter Plaintiff's Proposed
Findings of Fact, Conclusions of Law, and Decree of Divorce. This Supplemental
Exhibit Appendix responds to allegations made by Jim outside of the original
requests for relief and complains that Minh has not kept him informed of medical

1 appointments involving the children. The Supplemental Exhibit Appendix consists
2 of the following:

3
4 **Exhibit G:** Texts from Minh to Jim keeping informed of medical
5 appointments.
6

7 DATED this 22nd day of March 2021

8 PAGE LAW FIRM

9
10 
11 FRED PAGE, ESQ.
12 Nevada Bar No. 6080
13 6930 South Cimarron Road, Suite 140
14 Las Vegas, Nevada 89113
15 (702) 823-2888
16 Attorney for Defendant
17
18
19

20 **CERTIFICATE OF SERVICE**

21 The undersigned hereby certifies that on the 22nd day of March 2021 the
22 foregoing supplemental Exhibit Appendix was served pursuant to NEFCR 9 via e-
23 service to Robert Dickerson, Esq., attorney for Plaintiff.
24
25


26 
27
28 An employee of Page Law Firm

EXHIBIT G

EXHIBIT G

EXHIBIT G

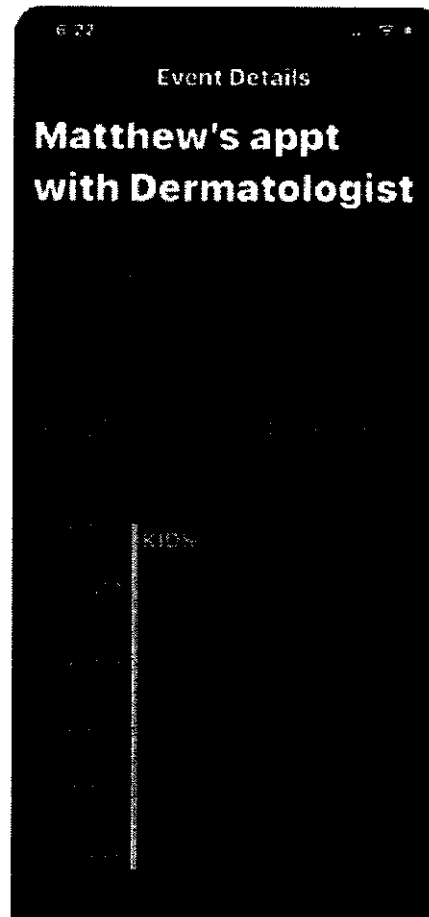
To: Vahey Jim



Tue, Mar 9, 2:49 PM

Hello Hannah, an appt. reminder w/
Troy S Watson MD on 03/10/2021
at 09:10 AM at Henderson Office.
Arrive 45 minutes early, or 20
minutes early if you complete your
forms ahead of time.
Bring your ID, insurance card,
referral if needed & MRI/Xrays.
Press 1 to confirm. To change your
appt call 702-731-4088

Tue, Mar 9, 7:23 PM



Message



To: Vahey Jim



Wed, Feb 24, 4:52 PM

11:45



< March

Event Details

Edit

Hannah's appt with Orthopedic

Desert Orthopaedic Center
2930 W Horizon Ridge Pkwy, Unit 100,
Henderson, NV 89052, United States

Wednesday, Mar 10, 2021
from 9 AM to 10 AM

8 AM
9 AM
10 AM
11 AM

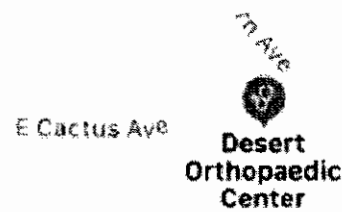


Calendar

* KIDS

Alert

Time to Leave



Delete Event

11:45



< March

Event Details

Edit

Hannah's appt with Orthopedic

Desert Orthopaedic Center

AA002652

11:45

Event Details

Index

Desert Orthopaedic Center
2930 W Horizon Ridge Pkwy, Unit 100,
Henderson, NV 89052, United States

Wednesday, Mar 10, 2021
from 9 AM to 10 AM

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1144

• KIDS •

Introduction

E Cactus Ave

**Orthopaedic
Center**

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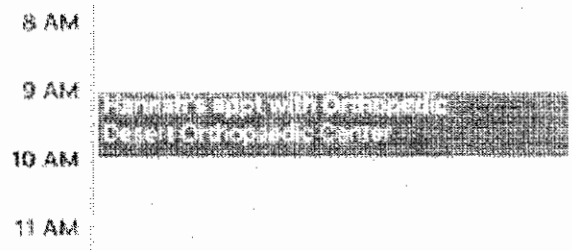
To: Vahey Jim



Hannah's appt with Orthopedic

Desert Orthopaedic Center
2930 W Horizon Ridge Pkwy, Unit 100,
Henderson, NV 89052, United States

Wednesday, Mar 10, 2021
from 9 AM to 10 AM

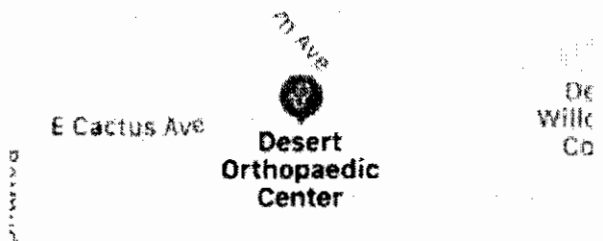


Calendar

* KIDS >

Alert

Time to Leave >



Delete Event

11:59



< March

Event Details

Edit

Eye exam for Dr Minh and Hannah

Costco Wholesale
801 S Pavilion Center Dr, Las Vegas, NV
89144, United States

Tuesday, Mar 9, 2021
from 4 PM to 5 PM

3/22/2021

Mail - Fred Page - Outlook

3 PM

4 PM

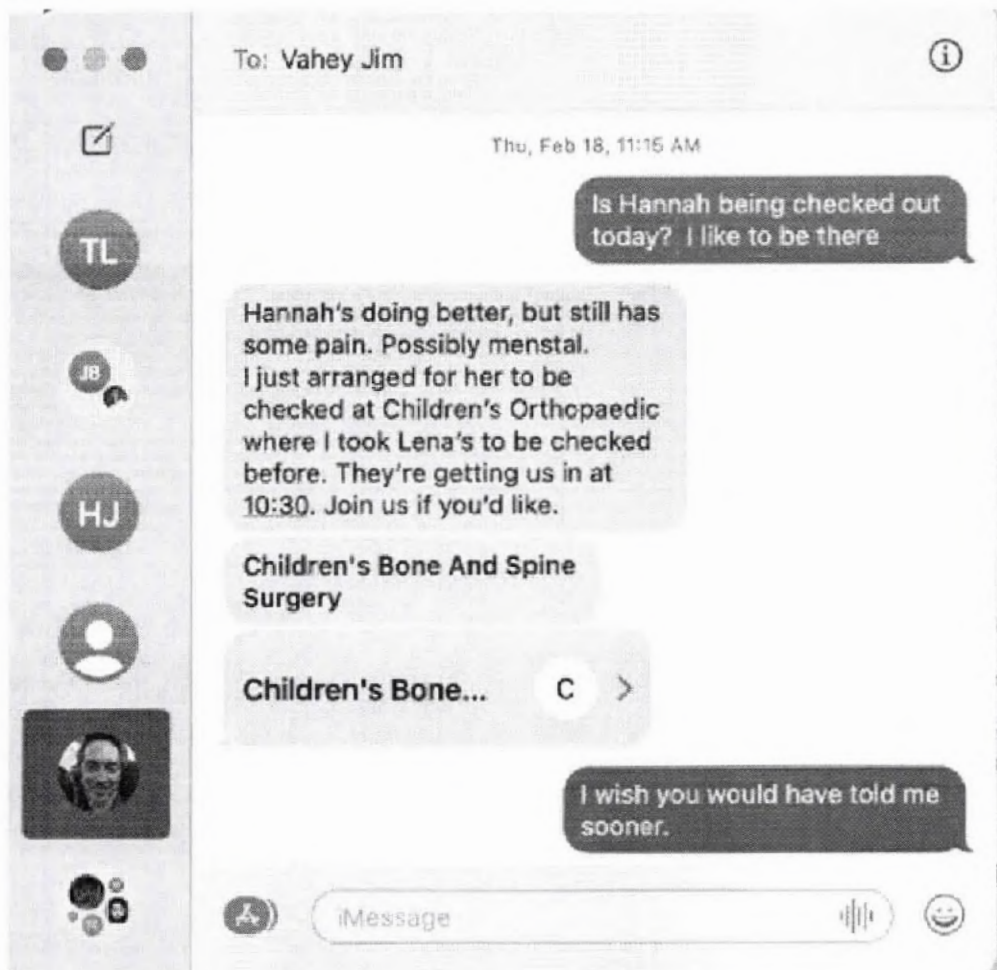
5 PM

Bye everyone. Dr. Moss and I have
Glad to know you.



Message





No consent

To: Vahey Jim



Today 8:57 AM

I don't consent to your taking Matthew to a new dermatologist, especially because you don't know who it is and because he will miss school.

I scheduled him to be seen by Lionel Handler who he's seen before.

4:00 pm on Wednesday the 17th

Matthew's is not in your custody at this time.

I don't consent to your taking him out of school and taking him to a different dermatologist

I canceled the appointment at Academic Dermatology of Nevada

Take Matthew to school now

You are violating the court order. You don't have custody. Take Matthew to school.



Message



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108

Heather S. Hume

CLERK OF THE COURT

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

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

16 **JAMES W. VAHEY,**

17 Plaintiff,

18 v.

19 **MINH NGUYET LUONG,**

20 Defendant.

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

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

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

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

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

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

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

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

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

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

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

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

28 . . .

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

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

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

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

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

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

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

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

25 I. TERMINATION OF THE PARTIES' MARRIAGE

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

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

4 II. CHILD CUSTODY AND CHILD SUPPORT

5 A. LEGAL CUSTODY PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 B. PHYSICAL CUSTODY

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

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

3 2. SUMMER BREAK FROM SCHOOL: IT IS FURTHER
4 ORDERED, ADJUDGED, AND DECREED that the parties shall equally
5 divide the children's summer vacation or intersession break pursuant to
6 their normal week on/week off schedule. Because there are 52 weeks in a
7 year, the week on/week off schedule should be switched each year so that
8 the parties alternate the three-day weekend holidays and birthdays. To
9 switch the schedule, the party having the last week of summer vacation or
10 intersession break shall continue to have custody of the children for the
11 first week of school. The parties will alternate the two (2) week custody
12 period (i.e., the last week of summer vacation or intersession break and the
13 first week of school) each year with MINH having the two (2) week period
14 in odd years, and JIM having the two (2) week period in even years.

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

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

1 until the day the children return to school (at the time school begins for
2 the day).

3 b. JIM and MINH shall alternate the time periods they have
4 with the children each year. During all odd numbered years, JIM shall
5 have the children during the first time period, and MINH shall have the
6 children during the second time period. During all even numbered years,
7 MINH shall have the children during the first time period, and JIM shall
8 have the children during the second time period.

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

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

26 6. FATHER'S DAY: IT IS FURTHER ORDERED, ADJUDGED,
27 AND DECREED that regardless of which parent is entitled to have the
28 children on the Sunday which is designated "Father's Day," JIM shall be

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

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

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

15 9. OTHER NATIONALLY AND STATE-OBSERVED
16 HOLIDAYS: IT IS FURTHER ORDERED, ADJUDGED, AND
17 DECREED that with respect to such nationally observed holidays and
18 holidays observed by the State of Nevada, such as Martin Luther King
19 Day, President's Day, Memorial Day, Labor Day, and any other such
20 holiday where the Monday of any particular week is observed as a national
21 or state holiday, and the Fourth of July, Columbus Day, and Veterans' Day
22 holidays, the parent who has the actual physical custody of the children
23 based upon the above custody schedule shall continue to be so entitled to
24 have the children on that particular day even though it may be such a
25 holiday.

26 10. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
27 that the physical custody provisions as they apply to both parents as set
28 forth above in subparagraphs A(2) through A(7) shall take precedence over

1 the alternating weekly custody schedule provided in subparagraph A(1).
2 At the conclusion of each of the holiday time periods set forth in
3 subparagraphs A(2) through A(7), the parties shall resume their alternating
4 weekly schedule as set forth in subsection A(1) as if the alternating weekly
5 schedule had not been interrupted by the holiday time period.

6 11. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
7 that on April 22, 2020 the Court ordered “the custodial exchanges will
8 occur at the guard gate of Jim’s home.” Order from April 22, 2020
9 Hearing, pg. 7, lines 10-12. The parties shall continue to exchange the
10 children at the children’s school if the children are attending school at the
11 time the exchange is to occur or, if the children are not attending school,
12 the parties shall exchange the children at the Lake Las Vegas South Shore
13 guard station.

14 C. CHILD SUPPORT

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

20 2. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
21 that JIM shall continue to maintain health insurance for the minor
22 children. Each party shall be responsible for one-half ($\frac{1}{2}$) the cost of the
23 medical insurance JIM provides for the minor children. JIM currently pays
24 \$864.00 per month for the children’s health insurance. Thus, MINH shall
25 pay to JIM \$432.00 per month for her one-half ($\frac{1}{2}$) portion of the
26 children’s health insurance.

27 3. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
28 that the parties shall equally share the cost of all medical, surgical, dental,

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

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

27 5. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
28 that given the parties' significant incomes, there will be no order for the

1 parties to equally share the cost of the children's extracurricular activities.
2 The parties may seek a Court order regarding any specific expense for the
3 children upon which they are unable to reach an agreement to share the
4 expense.

5 D. NOTICES

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

9 1. The provisions of NRS 125C.006, NRS 125C.0065, NRS
10 125C.007, and NRS 125C.0075 apply to each party. Specifically, such
11 Nevada statutory provisions provide as follows with respect to a parent's
12 desire to relocate with the minor children to a place outside the State of
13 Nevada or to a place within the State of Nevada that is at such a distance
14 that the relocation would substantially impair the ability of the other
15 parent to maintain a meaningful relationship with the minor children –
16 (these provisions do not apply to vacations planned by either parent):

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

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

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

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

2. The court may award reasonable attorney's fees and
costs to the custodial parent if the court finds that the

1 noncustodial parent refused to consent to the custodial
2 parent's relocation with the child:

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

5 (b) For the purpose of harassing the custodial
6 parent.

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

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

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

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

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

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

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

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

3. A parent who relocates with a child pursuant to this
section before the court enters an order granting the parent
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 or
5 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 (c) The child and the relocating parent will
13 benefit from an actual advantage as a result of the relocation.

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

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

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

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

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

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

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

...

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

5 **NRS 125C.0075 Unlawful relocation with child;**
6 **attorney's fees and costs. If a parent with primary**
7 **physical custody or joint physical custody relocates with**
8 **a child in violation of NRS 200.359.**

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

12 2. If the non-relocating parent files an action in
13 response to the violation, the non-relocating parent is entitled
14 to recover reasonable attorney's fees and costs incurred as a
15 result of the violation.

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

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

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

8 . . .

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

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

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

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

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

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

 6. Pursuant to NRS 125B.095, if an installment of an obligation
to pay support for a child becomes delinquent in the amount owed for one

1 (1) month's support, a 10% per annum penalty must be added to the
2 delinquent amount. In this regard, NRS 125B.095 provides as follows:

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

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

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

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

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

1 jurisdiction over the case. In this regard, NRS 125B.145 provides as
2 follows:

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

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

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

15 2. If the court:

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

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

25 3. The court shall ensure that:

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

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

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

5. As used in this section:

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

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

4 9. The parties are put on notice that NAC 425.165 provides the
5 following:

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

19 10. The parties shall provide the information required by NRS
20 125.130, NRS 125.230, and NRS 125B.055, on a separate form to be
21 submitted to the Court and the Division of Welfare and Supportive
22 Services of the Department of Health and Human Services ("Welfare
23 Division") within ten (10) days from the date the Court enters this Decree
24 of Divorce terminating the parties' marriage. The parties shall update such
25 information filed with the Court and the Welfare Division within ten (10)
26 days should any of the information required to be provided become
27 inaccurate. Specifically, at such times as set forth above, each party shall
28 provide the following information to the Court and the Welfare Division,
as required by NRS 125.130, NRS 125.230, and NRS 125B.055: (1) such
party's social security number; (2) such party's residential and mailing
address; (3) such party's telephone number; (4) such party's driver's
license number; (5) the name, address, and telephone number of such
party's employer; and (6) the social security number of each minor child.
Such information shall be maintained by the Clerk of the Court and the
...

1 Welfare Division in a confidential manner, and such information shall not
2 be made part of the public record.

3 III. MERGER OF MARITAL SETTLEMENT AGREEMENT

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

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

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

17 IV. ADDITIONAL ORDERS

18 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
19 regarding each party's request for reimbursement for the payment of
20 expenses for the parties' children, MINH is entitled to reimbursement from
21 JIM in the amount of \$4,000.00 and JIM is entitled to reimbursement
22 from MINH in the amount of \$16,059.00. Accordingly, MINH shall pay
23 \$12,059.00 to JIM within sixty (60) days of September 4, 2020, and this
24 amount is reduced to judgment, shall accrue interest at the statutory rate,
25 and is collectible by all lawful means.

26 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
27 as and for her reimbursement to JIM of her one-half (½) portion of the
28 children's health insurance for the period of January 2019 to September

1 2020, MINH shall pay \$8,771.00 to JIM within sixty (60) days of
2 September 4, 2020, and this amount is reduced to judgment, shall accrue
3 interest at the statutory rate, and is collectible by all lawful means.

4 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
5 as and for her reimbursement to JIM for the cost of her health insurance
6 for the period of January 2019 to September 2020, MINH shall pay
7 \$11,946.00 to JIM within sixty (60) days of September 4, 2020, and this
8 amount is reduced to judgment, shall accrue interest at the statutory rate,
9 and is collectible by all lawful means.

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

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

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

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

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

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

14 DATED this ____ day of _____ ~~Dated this 26th day of March, 2021~~ 2021

15 
16 _____
17 DISTRICT JUDGE

EC8 B61 3CE2 C041

T. Arthur Ritchie

District Court Judge

18 Submitted by:

Approved: as to form and content:

19 THE DICKERSON KARACSONYI
20 LAW GROUP

PAGE LAW FIRM

21 By Sabrina M. Dolson

By 

22 ROBERT P. DICKERSON, ESQ.
23 Nevada Bar No. 000945
24 SABRINA M. DOLSON, ESQ.
25 Nevada Bar No. 013105
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Attorneys for Plaintiff

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Las Vegas, Nevada 89113
Attorney for Defendant

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 James W. Vahey, Plaintiff

CASE NO: D-18-581444-D

7 vs.

DEPT. NO. Department U

8 Minh Nguyet Luong, Defendant.
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 3/26/2021

15 Sabrina Dolson

Sabrina@thedklawgroup.com

16 Robert Dickerson

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17 Info info email

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18 Fred Page

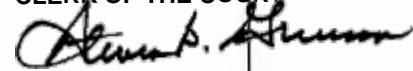
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Attorney for Defendant

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

JAMES W. VAHEY,

Plaintiff,

vs.

MINH NGUYET LUONG,

Defendant.

Case No.: D-18-581444-D

Dept.: H

Hearing Date: April 13, 2021

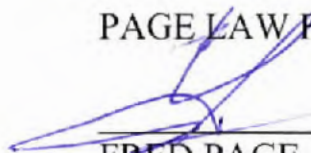
Hearing Time: 1:30 p.m.

DEFENDANT'S BRIEF REGARDING OUTSTANDING ISSUES

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

DATED this 2nd day of April 2021

PAGE LAW FIRM



FRED PAGE, ESQ.

Nevada Bar No. 6080

6930 South Cimarron Road, Suite 140

Las Vegas, Nevada 89113

(702) 823-2888

Attorney for Defendant

1 **POINTS AND AUTHORITIES**

2 **I.**

3 **FACTUAL BACKGROUND**

4 At the March 22, 2021, hearing, the Court stated,

5 I can't change the order if the order hasn't been entered yet. And I
6 might change the order, Judge Richie left that open to be changed, but
7 I need to have an order entered and then hear what's the issues now,
8 where is your client living? What the distance? All of these things.

9 The Court stated as to holidays,

10 I think on the holidays, maybe you just need to give me each parent's
11 proposal in a five-page brief and I'll just enter an order saying here's
12 the holidays, unless they agree otherwise, because the holiday
13 schedule that's in place gives mom almost all the holidays because she
14 was going to be the non-custodial parent if she continued to live in
15 California. I get that, that it needs to be changed, but it doesn't need
to be changed to get these parties divorced.

16 The Court indicated that it was not going to address three-day holidays
17 because the case is a high conflict case stating, "these other holidays that you're
18 talking about, President's Day, Martin Luther King, are not that big of a deal. And
19 in high conflict cases, I'm not [going to] put that in place. So just so you know,
20 we're only [going to] have major holidays here." As to any three-day holidays the
21 Court further stated, "there's no need for all these Monday holidays in their type of
22 parenting situation, both the high conflict and the week on, week off, it's not
23 necessary, just the big stuff is [going to] be there."
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II. LEGAL AGRUMENT

A. Health Insurance and Our Family Wizard

Minh has had her own health insurance in place for the children for some time now. The Court stated, "Mom can provide her private insurance, they each provide insurance and they'll be double covered." Minh will provide her insurance and Jim will provide his insurance. The insurance issue appears to be resolved.

Minh has signed up for Our Family Wizard. The parties shall communicate issues regarding the children through Our Family Wizard only. Emergency communications, of course, can be via text message.

B. Exchange Location

Upon Minh relocating to California, Minh was required to do all of the transportation. At the April 22, 2020, hearing Judge Ritchie gave Minh the opportunity to reconsider her relocation to California. Over the summer, the parties shared custody on a week/week off basis. At the conclusion of the evidentiary hearing, on September 4, 2020, Judge's Ritchie stated,

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

Minh has established a residence in Las Vegas. Currently, Minh is at 100 Park Vista Drive, Las Vegas, 89138. Jim is at 27 Via Mira Monte, Henderson, 89011. The distance, per MapQuest is 36.5 miles and the one-way travel time is

1 46 minutes. By mid-June, the house Minh is building will be finished. The
2 address for that house is 3023 the Peaks Lane, Las Vegas 89138. The distance per
3 MapQuest is 39.5 miles and the one-way travel time is 48 minutes. Minh has
4 attempted on multiple occasions to resolve the matter outside of court. Jim has
5 rebuffed all attempts to resolve the matter outside of Court.
6
7

8 Jim has provided serial excuses as to why he should not have to travel.
9 One, having to travel was "not convenient" for him. Two, he might have to pick
10 up the children in California. Three, he might have to go inside Minh's house.
11 Four, the exchanges are traumatic.¹ Five, he does not "feel" comfortable at
12 Minh's house. Six, is that Minh berates and disparages him in front of the
13 children.
14
15
16

17 As to the fifth and sixth claim, the Court should be aware that Jim video
18 records every single custody exchange. If Jim truly believed that Minh "berated"
19 him, one would be that Jim would have presented that evidence to this Court.
20

21 Minh requests that the parties equally bear the benefits and burdens of
22 transporting the children. The exchanges may continue at the guard gate when
23 Minh picks up the children. When it is Jim's time with the children Minh is fine
24
25
26

27
28 ¹ Previously, Jim tried to claim that the therapist has "recommended" that the
exchanges occur at the guard gate. There is no recommendation from any therapist
that exchanges occur at the guard gate.

1 with the children being picked up at her house. There is no logistical reason why
2 the parties should not bear the burdens of transportation together.
3

4 **C. Holiday Visitation**

5 As to Thanksgiving break, the Court stated, “. . . they’re already in the order
6 that dad has even, and mom has odd. We just need to fix the start and end time, so
7 those exchanges occur at school, too.” Minh proposes that the schedule for
8 Thanksgiving commence when school lets out and ends when school resumes.
9
10

11 As to the summer schedule, the Court, stated, “I don't see that there's a need
12 for a different summer schedule, they can still do week on, week off in the
13 summer.”
14

15 It is requested that Minh’s schedule be implemented is week on/week off
16 throughout the summer which is the same as the school year. If the parties want to
17 trade time, then they can do that if the need arises. For the weeks in between the
18 parties should exercise week on/week off. Over time, differences in the time share
19 should balance themselves out.
20
21

22 As to winter break, the Court, stated, “. . . then winter break is already
23 ordered in Judge Richie’s order, I'm not [going to] change that. I need to clarify
24 that dad’s pick up is at school when break starts [on odd years], and then mom will
25 get them on the 27th and have them until school resumes.”²
26
27
28

² Of course, the schedule will alternate.

1 Minh is in agreement with what the Court wishes to do with Winter Break.
2
3 The exchange should occur at noon and will pick up at the other parent's residence,
4 or guard gate for Jim's house. Minh will get the even numbered years for
5 Christmas. The parent having the children on New Year's will end on the day the
6 children go back to school. Minh requests that the Court adopt the schedule for
7 Winter Break that the Court stated at the March 22, hearing.
8

9
10 **D. Telephone Contact**

11 As to telephone contact, this Court stated,

12 Judge Ritchie already said there's [going to] be no set schedule," . . .
13 There's [going] be no Vietnamese lesson, no movie on his time." . . .
14 The calls between the parents and children, or the non-custodial parent
15 and the children need to be limited about 10 minutes each and not
16 interfere with the other parent's custodial time.

17 Jim has taken this Court's words, and has used to those words to try and
18 eliminate Minh ability to communicate with the children on a daily basis. The
19 children report to Minh that Jim continues to frighten the kids with threats of
20 taking their iPads and turning off Wi-Fi when they attempt to call her.³ The
21 children are frightened and unhappy that they are unable to communicate with
22 Minh. Jim will not allow the children to play games with each other because they
23
24

25
26 ³ The children indicated that Jim has done all of the above before. Since the last
27 hearing, Jim hid Selana's iPad to prevent her from communicating with Minh.
28 When Selena used Hannah's phone to call Minh, Jim dragged Selena out of the
room while Selena was crying to Hannah to help.

1 might include Minh. Jim, however, will allow the children to play games by
2 themselves as the games act as a babysitter for them.
3

4 When Minh is able to speak to Matthew and Selena, Jim continues to
5 monitor their conversations, and apparently Jim is taking notes while he is listening
6 in. The children inform Minh that Jim is still recording their conversations.
7 Hannah's declining grades and psychosomatic pain complaints do not arise from
8 her acting out or her trying to dictate the situation. They arise from her anxiety and
9 depression. Hannah has been diagnosed by her therapist that she has sever anxiety
10 and depression. Some of the symptoms are physical pain and some of them are
11 psychosomatic pain.⁴ Hannah is so depressed that she has given up on talking to
12 Mr. Minetto for the last 5 weeks now as she has obediently done her therapy
13 sessions for 9 months but Jim's conduct has not improved.
14
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17

18 As this Court mentioned and recommended for Jim to take parenting classes
19 during the last hearing, Jim should be required to take parenting classes. Hannah
20 has seen two therapists now and both have been unable to help Hannah because
21 Jim continues to torture Hannah. The Court is correct, the children are victims. It
22 is in Hannah's best interests that therapy stop, or acquire another therapist who can
23 help her. Currenty, when Jim has Hannah, then the sessions are between Jim and
24 Nate. When Minh has Hannah, the session are between Minh and Nate. The
25
26
27

28 ⁴ Nausea, stomachaches, sore throats, hard of breathing are all psychosomatic pain
that Hannah is having on an almost daily basis that Jim cannot deny.

1 sessions are on topics of how to improve the relationships between Jim and
2 Hannah and/or the other children. Minh should not have to pay for those sessions.
3

4 **III.**
5 **CONCLUSION**

6 WHEREFORE, Defendant, MINH NGUYET LUONG, respectfully requests
7 that the Court enter orders,
8

- 9 1. Having the receiving parent pick up the children.
10 2. Adopting the summer/holiday vacation schedule proposed by Minh,
11 3. Requiring Jim to take parenting classes out of his expenses instead of
12 requiring Hannah to take new therapy and/or appoint another therapist for Hannah,
13 and;
14

- 15 4. For any further relief that the Court deems proper and just.
16


17 DATED this 2nd day of April 2021
18

19 PAGE LAW FIRM

20 
21

22 FRED PAGE, ESQ.
23 Nevada Bar No. 6080
24 6930 South Cimarron Road, Suite 140
25 Las Vegas, Nevada 89113
26 (702) 823-2888
27 Attorney for Defendant
28

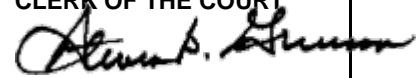
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An employee of Page Law Firm

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BREF

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Attorneys for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

JAMES W. VAHEY,

Plaintiff,

v.

MINH NGUYET LUONG,

Defendant.

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

Hearing Date: April 13, 2021
Hearing Time: 1:30 p.m.

PLAINTIFF'S BRIEF FOR APRIL 13, 2021 HEARING

COMES NOW Plaintiff, JAMES W. VAHEY ("Jim"), by and through his attorneys, ROBERT P. DICKERSON, ESQ., and SABRINA M. DOLSON, ESQ., of THE DICKERSON KARACSONYI LAW GROUP, and submits Plaintiff's Brief for April 13, 2021 Hearing ("Plaintiff's Brief"). Specifically, Jim requests this Court enter the following orders:

1. An Order upholding Judge Ritchie's Order that the custody exchanges shall occur at the guard gate of Jim's home, when the children are not in school, as such an order is in the best interest of the children and will minimize conflict between the parties, particularly in the presence of the children;

...

1 2. An Order upholding the holiday custody timeshare set forth in
2 the Findings of Fact, Conclusions of Law, and Decree of Divorce (“Decree
3 of Divorce”), entered by Judge Ritchie on March 26, 2021;

4 3. An Order clarifying the Court’s Orders regarding health
5 insurance, and, specifically, upholding Judge Ritchie’s Order that Jim shall
6 continue providing health insurance for the children, and Minh shall
7 reimburse Jim for one-half (½) the amount of such health insurance (i.e.,
8 \$432.00 each month);

9 4. An Order that the non-custodial parent shall have ten (10)
10 minutes of video or telephonic communication with the children every
11 Sunday, Tuesday, and Thursday; and

12 5. For such other relief as the Court deems just and proper in the
13 premises.

14 This Brief is made and based upon the following Memorandum of
15 Points and Authorities, the Declaration of Jim attached hereto, the
16 attached exhibits, all papers and pleadings on file herein, as well as oral
17 argument of counsel as may be permitted at the hearing on this matter.

18 DATED this 2nd day of April, 2021.

19 THE DICKERSON
20 KARACSONYI LAW GROUP

21 By */s/ Sabrina M. Dolson*
22 ROBERT P. DICKERSON, ESQ.
23 Nevada Bar No. 000945
24 SABRINA M. DOLSON, ESQ.
25 Nevada Bar No. 013105
26 1745 Village Center Circle
27 Las Vegas, Nevada 89134
28 Attorneys for Plaintiff

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 At the March 22, 2021 hearing, the Court ordered the parties to
3 submit briefs on the remaining issues to be decided by this Court, which
4 Jim submits are (1) the location of custody exchanges; (2) telephone
5 contact with the children; and (3) health insurance.¹

6 Jim and Minh have three (3) minor children: Hannah, born March
7 19, 2009 (12 years old), Matthew, born June 26, 2010 (10 years old), and
8 Selena, born April 4, 2014 (6 years old). The parties share custody of their
9 children on a week on/week off basis and exchange the children at 9:00
10 a.m. on Fridays.²

11 A. The Custody Exchange Location

12 At the April 22, 2020 hearing, Judge Ritchie ordered custody
13 exchanges to occur at the guard gate of Jim's community. Judge Ritchie
14 upheld this order in the Decree of Divorce.³ This Order was the result of
15 an incident that occurred on March 20, 2020, in which Minh picked up
16 the children from Jim's home, got out of her vehicle, entered Jim's
17 property, attempted to take Jim's property, went into a rage when Jim told
18 her she could not take his property, damaged Jim's kitesurf board, struck
19 Jim's vehicle with a U-shaped aluminum handle wrapped in foam,
20 attempted to tip Jim's ladder onto his vehicle, and, after Jim moved the
21 ladder into the entry way of his home from the garage, struck the ladder

23 ¹ This Court also ordered Jim's counsel to submit the proposed Decree of
24 Divorce to Department H's inbox. On March 26, 2021, Jim's counsel submitted the
25 Decree, signed by counsel for both the parties, to Judge Ritchie. Jim's counsel advised
26 Judge Ritchie that they were still waiting on the signed MSA from Minh, which was
referenced in the Decree, and would provide same as soon as it was received. Judge
Ritchie signed and filed the Decree the same day. To date, Minh has not signed and
returned the MSA.

27 ² Order from April 22, 2020 Hearing, 6:27–7:10.

28 ³ Decree of Divorce, 13:6–13.

1 against the floor and walls of the entry way. Minh was also verbally
2 aggressive during this incident, calling Jim “the lowest scum ever” and
3 baiting him to hit her.

4 This was not the first, nor the last time, that Minh was hostile and
5 aggressive toward Jim at custody exchanges that have occurred at the
6 parties’ homes or at public locations. In the presence of the children, Minh
7 has told Jim not to talk to her, has refused to answer Jim’s questions
8 regarding the children, such as whether they had eaten lunch, and has
9 made inappropriate comments such as: (1) “You are beneath me. I don’t
10 need to talk to you.” (2) “You’re a low life.” (3) “You’re selfish. You selfish
11 SOB. I don’t want to look at your face. I don’t want to see you. Do you
12 know that? You’re just beneath dirt.” Jim audio recorded these comments.

13 Minh’s immature behavior and hostility toward Jim has not ceased,
14 which causes Jim to be concerned that Minh may make false allegations of
15 domestic violence again.⁴ Minh still ignores Jim in the presence of the
16 children. After being advised by Hannah’s counselor, Nate Minetto, that
17 it would be beneficial for Hannah to see her parents getting along, Jim
18 invited Minh to lunch with him and Hannah while they were at a doctor
19 appointment. In Hannah’s presence, Minh completely ignored Jim and did
20 not respond. On January 4, 2021, Minh told Jim during a custody
21 exchange that occurred at Hannah’s therapist’s office, “I told you never
22 talk to me, ever.” This exchange was in a public location, and, still, Minh
23 was hostile and aggressive toward Jim in the presence of the children,
24 which is why Jim does not believe exchanging the children at a public place
25 is in their best interest. As expected, Hannah struggled with the custody
26 exchange, and was terrible towards Jim and the other children the entire

27
28 ⁴ Being arrested at the beginning of the COVID-19 pandemic as result of
Minh’s false allegations was traumatizing for Jim, who had never been arrested before.

1 drive home and secluded herself in her bedroom upon returning home. The
2 custody exchange took approximately 15 to 20 minutes longer than it does
3 at the guard gate of Jim's community.

4 There is a security guard at the guard gate of Jim's community who
5 can be summoned, if necessary, while the parties exchange the children,
6 which Jim believes minimizes the conflict between the parties. The guard
7 gate is the only place where Minh has not been hostile and aggressive
8 toward Jim in the presence of the children during a custody exchange, and
9 the children have become accustomed to the custody exchanges occurring
10 there. To minimize conflict in the presence of the children, which is in
11 their best interest, Jim is requesting the Court uphold Judge Ritchie's
12 Order that the custody exchanges occur at the guard gate of his home.⁵

13 B. The Holiday Custody Timeshare

14 The holiday custody timeshare is no longer an issue given this Court
15 resolved the Spring Break issue at the March 22, 2021 hearing, and
16 counsel for both parties executed the Decree of Divorce, which provided
17 the parties will share custody in the summer on a week on/week off basis.

18 C. Health Insurance

19 Jim is seeking clarification of the Court's orders regarding health
20 insurance for the children. After the child custody evidentiary hearing in
21 2019, Judge Ritchie ordered: "[B]oth parties shall provide health insurance
22
23

24 ⁵ If the Court is inclined to order the receiving parent to pick up the
25 children, Jim requests the Court either order: (1) All custody exchanges when the
26 children are not in school to occur at the Starbucks located at 8975 South Eastern
27 Avenue, Las Vegas, Nevada 89123, which is 21.3 miles and approximately 23 minutes
28 from Minh's current residence (100 Park Vista Drive, Las Vegas, Nevada 89138) and
16 miles and approximately 30 minutes from Jim's residence (27 Via Mira Monte,
Henderson, Nevada 89011); or (2) When Jim is the receiving parent, and the children
are not in school, Jim shall pick up the children from the Albertsons located at 11270
West Charleston Boulevard, Las Vegas, Nevada 89135, which is 1.8 miles and 5
minutes from Minh's current residence; and when Minh is the receiving parent, and the
children are not in school, Minh shall pick up the children from the guard gate of Jim's
home.

1 for the children if it is offered through employment.”⁶

2 At the evidentiary hearing on the financial issues in 2020, it was
3 brought to Judge Ritchie’s attention that Minh had not provided health
4 insurance for the children as ordered. Accordingly, Judge Ritchie found
5 that Jim provides health insurance for the children and pays \$864.00 per
6 month for said health insurance.⁷ Judge Ritchie ordered Minh to reimburse
7 Jim \$432.00 per month for her one-half (½) portion of the children’s
8 health insurance.⁸ Judge Ritchie further ordered Minh to reimburse Jim for
9 her one-half (½) portion of the children’s health insurance from January
10 2019 to September 2020, which amounted to \$8,771.00, within 60 days
11 of September 4, 2020.⁹ Minh has not paid the \$8,771.00 to Jim, nor has
12 Minh paid for her one-half (½) portion of the children’s health insurance
13 following Judge Ritchie’s order (i.e., from October 2020 to April 2021).

14 Following Judge Ritchie’s orders, Minh obtained her own health
15 insurance policy for the children. Minh’s health insurance policy is not
16 comparable to the health insurance policy Jim provides for the children. Of
17 most significance is the fact that after Minh pays the \$500 deductible, her
18 health insurance accident policy only covers medical expenses up to
19 \$10,000. There is also no coverage for any type of therapy, such as
20 physical, occupational, mental, and speech therapy, or for surgery.
21 Attached as Exhibit 1 is a spreadsheet comparing Jim’s and Minh’s
22 respective medical/health insurance policies.

23 In addition, there have already been issues with Minh refusing to
24 reimburse Jim for her one-half (½) portion of the children’s unreimbursed

25
26 ⁶ Findings of Fact, Conclusions of Law, Decision and Order, entered
September 20, 2019, 32:14–16.

27 ⁷ Decree of Divorce, 4:6–12.

28 ⁸ Decree of Divorce, 13:20–26.

⁹ Decree of Divorce, 23:26–24:3.

1 medical expenses and unilaterally taking the children to new doctors. Minh
2 tells Jim she does not have to reimburse him for one-half (½) the cost of
3 the children's unreimbursed medical expenses under his policy. Given the
4 amount of conflict between the parties, Jim believes it would minimize
5 conflict if the Court upheld Judge Ritchie's orders that Jim provide health
6 insurance for the children, and Minh reimburse him for her one-half (½)
7 portion, and the parties equally divide the unreimbursed medical expenses.

8 D. Telephone Contact

9 At the March 22, 2021 hearing, this Court ordered that the non-
10 custodial parent's telephone calls with the children should be limited to ten
11 (10) minutes, and should not interfere with the other parent's custody
12 time. Video Transcript, 10:37:56. However, the Court did not address
13 Jim's request for an order that the non-custodial parent shall have ten (10)
14 minutes of video or telephonic communication with the children every
15 Sunday, Tuesday, and Thursday, which the custodial parent must facilitate
16 by calling the non-custodial parent and handing the phone to the children.
17 Jim rarely speaks to the children when they are with Minh despite his
18 attempts to call them, and is requesting this order so he can have
19 reasonable contact with his children.

20 DATED this 2nd day of April, 2021.

21 THE DICKERSON
22 KARACSONYI LAW GROUP

23 By /s/ Sabrina M. Dolson
24 ROBERT P. DICKERSON, ESQ.
25 Nevada Bar No. 000945
26 SABRINA M. DOLSON, ESQ.
27 Nevada Bar No. 013105
28 1745 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Plaintiff

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DECLARATION OF JAMES W. VAHEY

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

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

2. I am making this declaration in support of my BRIEF FOR APRIL 13, 2021 HEARING ("Brief"). I have read the Brief prepared by my counsel and swear, to the best of my knowledge, that the facts as set forth therein are true and accurate, save and except any fact stated upon information and belief, and as to such facts I believe them to be true. I hereby reaffirm said facts as if set forth fully herein to the extent that they are not recited herein. If called upon by this Court, I will testify as to my personal knowledge of the truth and accuracy of the statements contained therein.

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

Executed on April 2, 2021

/s/ James W. Vahey
JAMES W. VAHEY

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[X] pursuant to mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

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

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

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

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

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Sabrina Dolson

From: James Vahey <hotsail.jim@gmail.com>
Sent: Friday, April 2, 2021 4:48 PM
To: Bob Dickerson; Sabrina Dolson
Subject: Brief for April 13, 2021 Hearing.001.wpd
Attachments: Brief for April 13, 2021 Hearing.001.wpd

I authorize you to use my electronics signature on the declaration page of this brief for our April 13th hearing

James W. Vahey, M.D.

EXHIBIT 1

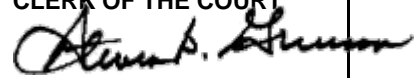
EXHIBIT 1

EXHIBIT 1

	Dr Vahey United Healthcare	Dr Luong USHealth Group	Dr Luong USHealth Group		
<u>CYD-OOP</u>			Accident Policy Eff: 1/1/2021		
Individual CYD	500	N/A	\$500 Deductible per		
Family CYD	1000	N/A	per Injury related to	Accident	
Individual OOP	7500	N/A	Max Benefit- 10,000 **		
Family OOP	15000	N/A	** After Max Amount	Contract Discount	Applied
<u>DR & Diagnostic</u>					
PCP	35	** Pays up to \$75	3 visit a year/ Max includeds PCP, Specialist		
Specialist	70	**	** After Max Contract	Discount	Applied
Lab	15	no benefit pays OOP	** After Max Contract	Discount	Applied
X-ray	50	\$50 daily up to \$100/ yr (2 x-rays/ yr)	** After Max Contract	Discount	Applied
MRI	CYD+20%	\$300/year			
CT/PT Scan	CYD+20%	\$150/yr			
<u>Therapy</u>					
OT/PT/ST	\$35	No Benefit	Try to bill may get contract	Discount	
Mental Health	\$35/visit	No Benefit	Try to bill may get contract	Discount	
<u>Surgery</u>					
Inpatient	CYD+20%	No Benefit			
Outpatient	CYD+20%	No Benefit			
<u>RX</u>					
Generic	\$15	Pays up to \$10			
Brand	\$40	Pays up to \$30			
Specialty	\$300	Pays up to \$400			
		USHealth Group Does not Coordinate with other insurances			

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NED
THE DICKERSON KARACSONYI LAW GROUP
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Attorneys for Plaintiff

DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

JAMES W. VAHEY,

Plaintiff,

v.

MINH NGUYET LUONG,

Defendant.

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

NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND DECREE OF DIVORCE

TO: MINH NGUYET LUONG, Defendant; and

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

...

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...

1 PLEASE TAKE NOTICE that the FINDINGS OF FACT,
2 CONCLUSIONS OF LAW, AND DECREE OF DIVORCE, a true and
3 correct copy of which is attached hereto, was entered in the above-entitled
4 matter on the 26th day of March, 2021.

5 DATED this 8th day of April, 2021.

6 THE DICKERSON KARACSONYI
7 LAW GROUP

8
9 By /s/ Sabrina M. Dolson
10 ROBERT P. DICKERSON, ESQ.
11 Nevada Bar No. 000945
12 SABRINA M. DOLSON, ESQ.
13 Nevada Bar No. 013105
14 1745 Village Center Circle
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16 Attorneys for Plaintiff
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☒ pursuant to NRCP 5(b)(2)(E) by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

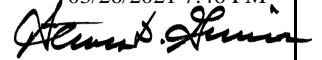
☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

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

☐ by hand-delivery with signed Receipt of Copy.

FRED PAGE, ESQ.
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Attorney for Defendant

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CLERK OF THE COURT

1 **FFCL**
2 **THE DICKERSON KARACSONYI LAW GROUP**
3 **ROBERT P. DICKERSON, ESQ.**
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12 Attorneys for Plaintiff

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

16 **JAMES W. VAHEY,**

17 Plaintiff,

18 v.

19 **MINH NGUYET LUONG,**

20 Defendant.

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

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

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

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

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

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

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

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

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

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

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

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

28 . . .

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

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

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

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

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

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

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

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

25 I. TERMINATION OF THE PARTIES' MARRIAGE

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

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

4 II. CHILD CUSTODY AND CHILD SUPPORT

5 A. LEGAL CUSTODY PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 B. PHYSICAL CUSTODY

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

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

3 2. SUMMER BREAK FROM SCHOOL: IT IS FURTHER
4 ORDERED, ADJUDGED, AND DECREED that the parties shall equally
5 divide the children's summer vacation or intersession break pursuant to
6 their normal week on/week off schedule. Because there are 52 weeks in a
7 year, the week on/week off schedule should be switched each year so that
8 the parties alternate the three-day weekend holidays and birthdays. To
9 switch the schedule, the party having the last week of summer vacation or
10 intersession break shall continue to have custody of the children for the
11 first week of school. The parties will alternate the two (2) week custody
12 period (i.e., the last week of summer vacation or intersession break and the
13 first week of school) each year with MINH having the two (2) week period
14 in odd years, and JIM having the two (2) week period in even years.

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

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

1 until the day the children return to school (at the time school begins for
2 the day).

3 b. JIM and MINH shall alternate the time periods they have
4 with the children each year. During all odd numbered years, JIM shall
5 have the children during the first time period, and MINH shall have the
6 children during the second time period. During all even numbered years,
7 MINH shall have the children during the first time period, and JIM shall
8 have the children during the second time period.

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

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

26 6. FATHER'S DAY: IT IS FURTHER ORDERED, ADJUDGED,
27 AND DECREED that regardless of which parent is entitled to have the
28 children on the Sunday which is designated "Father's Day," JIM shall be

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

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

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

15 9. OTHER NATIONALLY AND STATE-OBSERVED
16 HOLIDAYS: IT IS FURTHER ORDERED, ADJUDGED, AND
17 DECREED that with respect to such nationally observed holidays and
18 holidays observed by the State of Nevada, such as Martin Luther King
19 Day, President's Day, Memorial Day, Labor Day, and any other such
20 holiday where the Monday of any particular week is observed as a national
21 or state holiday, and the Fourth of July, Columbus Day, and Veterans' Day
22 holidays, the parent who has the actual physical custody of the children
23 based upon the above custody schedule shall continue to be so entitled to
24 have the children on that particular day even though it may be such a
25 holiday.

26 10. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
27 that the physical custody provisions as they apply to both parents as set
28 forth above in subparagraphs A(2) through A(7) shall take precedence over

1 the alternating weekly custody schedule provided in subparagraph A(1).
2 At the conclusion of each of the holiday time periods set forth in
3 subparagraphs A(2) through A(7), the parties shall resume their alternating
4 weekly schedule as set forth in subsection A(1) as if the alternating weekly
5 schedule had not been interrupted by the holiday time period.

6 11. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
7 that on April 22, 2020 the Court ordered “the custodial exchanges will
8 occur at the guard gate of Jim’s home.” Order from April 22, 2020
9 Hearing, pg. 7, lines 10-12. The parties shall continue to exchange the
10 children at the children’s school if the children are attending school at the
11 time the exchange is to occur or, if the children are not attending school,
12 the parties shall exchange the children at the Lake Las Vegas South Shore
13 guard station.

14 C. CHILD SUPPORT

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

20 2. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
21 that JIM shall continue to maintain health insurance for the minor
22 children. Each party shall be responsible for one-half ($\frac{1}{2}$) the cost of the
23 medical insurance JIM provides for the minor children. JIM currently pays
24 \$864.00 per month for the children’s health insurance. Thus, MINH shall
25 pay to JIM \$432.00 per month for her one-half ($\frac{1}{2}$) portion of the
26 children’s health insurance.

27 3. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
28 that the parties shall equally share the cost of all medical, surgical, dental,

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

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

27 5. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
28 that given the parties' significant incomes, there will be no order for the

1 parties to equally share the cost of the children's extracurricular activities.
2 The parties may seek a Court order regarding any specific expense for the
3 children upon which they are unable to reach an agreement to share the
4 expense.

5 D. NOTICES

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

9 1. The provisions of NRS 125C.006, NRS 125C.0065, NRS
10 125C.007, and NRS 125C.0075 apply to each party. Specifically, such
11 Nevada statutory provisions provide as follows with respect to a parent's
12 desire to relocate with the minor children to a place outside the State of
13 Nevada or to a place within the State of Nevada that is at such a distance
14 that the relocation would substantially impair the ability of the other
15 parent to maintain a meaningful relationship with the minor children –
16 (these provisions do not apply to vacations planned by either parent):

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

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

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

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

2. The court may award reasonable attorney's fees and
costs to the custodial parent if the court finds that the

1 noncustodial parent refused to consent to the custodial
2 parent's relocation with the child:

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

5 (b) For the purpose of harassing the custodial
6 parent.

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

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

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

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

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

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

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

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

3. A parent who relocates with a child pursuant to this
section before the court enters an order granting the parent
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 or
5 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 (c) The child and the relocating parent will
13 benefit from an actual advantage as a result of the relocation.

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

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

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

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

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

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

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

...

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

5 **NRS 125C.0075 Unlawful relocation with child;**
6 **attorney's fees and costs. If a parent with primary**
7 **physical custody or joint physical custody relocates with**
8 **a child in violation of NRS 200.359.**

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

12 2. If the non-relocating parent files an action in
13 response to the violation, the non-relocating parent is entitled
14 to recover reasonable attorney's fees and costs incurred as a
15 result of the violation.

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

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

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

8 . . .

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

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

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

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

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

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

 6. Pursuant to NRS 125B.095, if an installment of an obligation
to pay support for a child becomes delinquent in the amount owed for one

(1) month's support, a 10% per annum penalty must be added to the delinquent amount. In this regard, NRS 125B.095 provides as follows:

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

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

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

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

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

1 jurisdiction over the case. In this regard, NRS 125B.145 provides as
2 follows:

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

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

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

15 2. If the court:

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

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

25 3. The court shall ensure that:

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

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

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

5. As used in this section:

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

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

4 9. The parties are put on notice that NAC 425.165 provides the
5 following:

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

19 10. The parties shall provide the information required by NRS
20 125.130, NRS 125.230, and NRS 125B.055, on a separate form to be
21 submitted to the Court and the Division of Welfare and Supportive
22 Services of the Department of Health and Human Services ("Welfare
23 Division") within ten (10) days from the date the Court enters this Decree
24 of Divorce terminating the parties' marriage. The parties shall update such
25 information filed with the Court and the Welfare Division within ten (10)
26 days should any of the information required to be provided become
27 inaccurate. Specifically, at such times as set forth above, each party shall
28 provide the following information to the Court and the Welfare Division,
as required by NRS 125.130, NRS 125.230, and NRS 125B.055: (1) such
party's social security number; (2) such party's residential and mailing
address; (3) such party's telephone number; (4) such party's driver's
license number; (5) the name, address, and telephone number of such
party's employer; and (6) the social security number of each minor child.
Such information shall be maintained by the Clerk of the Court and the
...

1 Welfare Division in a confidential manner, and such information shall not
2 be made part of the public record.

3 III. MERGER OF MARITAL SETTLEMENT AGREEMENT

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

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

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

17 IV. ADDITIONAL ORDERS

18 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
19 regarding each party's request for reimbursement for the payment of
20 expenses for the parties' children, MINH is entitled to reimbursement from
21 JIM in the amount of \$4,000.00 and JIM is entitled to reimbursement
22 from MINH in the amount of \$16,059.00. Accordingly, MINH shall pay
23 \$12,059.00 to JIM within sixty (60) days of September 4, 2020, and this
24 amount is reduced to judgment, shall accrue interest at the statutory rate,
25 and is collectible by all lawful means.

26 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
27 as and for her reimbursement to JIM of her one-half (½) portion of the
28 children's health insurance for the period of January 2019 to September

1 2020, MINH shall pay \$8,771.00 to JIM within sixty (60) days of
2 September 4, 2020, and this amount is reduced to judgment, shall accrue
3 interest at the statutory rate, and is collectible by all lawful means.

4 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that
5 as and for her reimbursement to JIM for the cost of her health insurance
6 for the period of January 2019 to September 2020, MINH shall pay
7 \$11,946.00 to JIM within sixty (60) days of September 4, 2020, and this
8 amount is reduced to judgment, shall accrue interest at the statutory rate,
9 and is collectible by all lawful means.

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

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

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

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

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

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

14 DATED this ____ day of _____ ~~Dated this 26th day of March, 2021~~ 2021

15 
16 _____
17 DISTRICT JUDGE

EC8 B61 3CE2 C041

T. Arthur Ritchie

District Court Judge

18 Submitted by:

Approved: as to form and content:

19 THE DICKERSON KARACSONYI
20 LAW GROUP

PAGE LAW FIRM

21 By Sabrina M. Dolson

By 

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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 James W. Vahey, Plaintiff

CASE NO: D-18-581444-D

7 vs.

DEPT. NO. Department U

8 Minh Nguyet Luong, Defendant.
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 3/26/2021

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