

IN THE SUPREME COURT OF THE STATE OF NEVADA

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Elizabeth A. Brown
Clerk of Supreme Court

William Shawn Wallace,

Appellant,

vs.

Ammie Ann Wallace,

Respondent.

Supreme Court Case No. **83591**

District Court Case No. **D-20-613567-Z**

JOINT APPENDIX

VOLUME I

Bruce I. Shapiro, Esq.

Nevada Bar No. 004050

Shann D. Winesett, Esq.

Nevada Bar No. 005551

PECOS LAW GROUP

South Pecos Road, Suite 14A

Henderson, Nevada 89074

(702) 388-1851

Attorneys for Appellant

Shelly Cooley, Esq.

Nevada Bar No. 008992

THE COOLEY LAW FIRM

10161 Park Run Drive, Ste. 150

Las Vegas, Nevada 89145

(702) 265-4505

Racheal H. Mastel, Esq.

Nevada Bar No. 011646

KAINEN LAW GROUP

3303 Novat Street, Suite 200

Las Vegas, Nevada 89129

(702) 823-4900

Attorneys for Respondent

Docket 83591 Document 2021-37091

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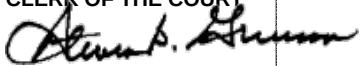
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<i>Plaintiff's Exhibits to Opposition to Defendant's Motion to Modify Decree of Divorce and Countermotion for Attorney's Fees and Costs</i>	08/08/2021	I/JA0207 – JA0231
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<i>Reply to Plaintiff's Opposition to Motion to Modify Decree of Divorce and Opposition to Countermotion for Attorney's Fees and Costs</i>	07/27/2021	I/JA0146 – JA0157
<i>Transcript re: Motion Hearing August 12, 2021</i>	11/03/2021	II/JA0267 – JA0284



CASE NO: D-20-613567-Z
Department: To be determined

PSDD
THE COOLEY LAW FIRM
Shelly Booth Cooley
Nevada State Bar No. 8992
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Telephone Number: (702) 265-4505
Facsimile Number: (702) 645-9924
E-mail: scooley@cooleylawlv.com
Attorney for First Joint Petitioner,
AMMIE ANN WALLACE

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

AMMIE ANN WALLACE,

Case No.
Dept No.

First Joint Petitioner,

And

WILLIAM SHAWN WALLACE,

Second Joint Petitioner.

**JOINT PETITION FOR DIVORCE
AND UCCJEA DECLARATION**

First Joint Petitioner, AMMIE ANN WALLACE ("MOTHER"), by
and through her counsel of record, Shelly Booth Cooley and The Cooley
Law Firm, and Second Joint Petitioner, WILLIAM SHAWN WALLACE
("FATHER"), in Proper Person, hereby petition this Court, pursuant to the
terms of Chapter 125 of the Nevada Revised Statutes, to grant them a

1 divorce. Petitioners respectfully show, and, under oath, state to the Court
2 that every condition of NRS 125.181 has been met and further state as
3 follows:
4

5 1. **Residency.** WILLIAM SHAWN WALLACE and AMMIE ANN
6 WALLACE are now, and for more than six weeks prior to the
7 commencement of this action has been, actual, bona fide residents and
8 domiciliaries of the County of Clark, State of Nevada, actually and
9 physically residing and being domiciled therein during all of said period
10 of time, and during all of said period of time has had, and still have, the
11 intent to make the State of Nevada their home, residence and domicile for
12 an indefinite period of time.
13

14 2. **Marriage.** Petitioners were married on or about the 10th day
15 of October, 2009, in the City of Las Vegas, County of Clark, State of
16 Nevada, and have ever since been husband and wife.
17

18 3. **Cause for Divorce.** That since said marriage, the Petitioners
19 have become and are incompatible in marriage and no reconciliation is
20 possible.
21

22 4. **Mailing Addresses.** The mailing addresses of the Petitioners
23 are:
24

25 **First Petitioner:** AMMIE ANN WALLACE's current mailing
26 address is 9543 Wooded Heights Ave., Las Vegas, NV 89148.
27
28

Second Petitioner: WILLIAM SHAWN WALLACE's current mailing address is 9382 Monterey Cliffs, Las Vegas, NV 89148.

5. **Pregnancy.** AMMIE ANN WALLACE is not now pregnant, and the parties are not now Intended Parents.

6. **Children.** There are three (3) minor children of this marriage or adopted by the parties. The names and information is listed below:

Name	Date of Birth	State of Residence	How Long Child Lived in State	Disability
William Shawn Wallace, Jr.	06/24/2010	NV	08/01/2017	No
Miller Clyde Wallace	05/15/2012	NV	08/01/2017	No
Quinn Rose Wallace	01/18/2015	NV	08/01/2017	No

7. **UCCJEA Declaration.** The children's state of habitual residence is Nevada as the children have lived in the state of Nevada for the past six (6) months, or since birth.

a. **Living Arrangements Last 5 Years.** The children have lived with the following persons in the following places within the last five (5) years.

Time Period	Name of Person the Children Lived With	City and State	Child's Name
2015-08/01/2017	Both Parents		All children
08/01/2017-Present	Mother	Las Vegas, NV	All children

1 **b. Participation in Other Cases.** Neither Petitioner has
2 participated in any case concerning these children as a party,
3 witness, or in some other capacity.

4
5 **c. Knowledge of Other Cases.** Joint Petitioners do not
6 know of any other case that could affect this case, such as
7 other custody cases, domestic violence cases, protection order
8 cases, or adoptions/terminations.

9
10
11 **d. Persons Who Claim Custody/Visitation.** There are no
12 other persons, other than the parties in this matter, who have
13 custody of the children or who can claim a right to custody or
14 visitation with the children.

15
16 **8. Legal Custody.** Petitioners are fit and proper persons to be
17 awarded joint legal custody of the minor children, which shall entail the
18 following:
19

20
21 The parents shall make every effort to maintain free
22 access and unhampered contact between the minor child(ren)
23 and the other parent. Neither parent shall do anything which
24 shall estrange the child from the other parent or impair the
25 natural development of the child(ren)'s love and respect for
26 each of the parents. Both parents understand that parenting
27 requires the acceptance of mutual responsibilities and rights
insofar as the child(ren) is concerned. Therefore, neither shall
disparage the other in the presence of the minor child(ren).

28 The parents shall consult and cooperate with each other
in substantial questions relating to religious upbringing,
educational programs, significant changes in social

1 environment, and health care of the child(ren).

2
3 The parents shall have access to medical and school
4 records pertaining to the child(ren) and be permitted to
5 independently consult with any and all professionals involved
6 with him.

7 Each parent shall be empowered to obtain emergency
8 health care for the child(ren) without the consent of the other
9 parent. Each parent is to notify the other parent as soon as
10 reasonably possible of any illness requiring medical attention,
11 or any emergency involving the child(ren).

12 Each parent shall be responsible for keeping themselves
13 apprised with information of the well-being of the child(ren),
14 including, but not limited to copies of report cards, school
15 meeting notices, vacation schedules, class programs, requests
16 for conferences, results of standardized or diagnostic tests,
17 notices of activities involving the child(ren), samples of school
18 work, order forms for school pictures, all communications from
19 health care providers, the names, addresses and telephone
20 numbers of all schools, health care providers, regular day care
21 providers and counselors.

22 Each parent shall be responsible for keeping themselves
23 apprised of school, athletic, and social events in which the
24 child(ren) participates. Neither parent shall prevent the
25 child(ren)'s participation in extra-curricular activities. Both
26 parents may participate in school activities for the child(ren)
27 such as open house, attendance at an athletic event, etc.

28 The parents will consult with each other before enrolling
the minor child(ren) in any extracurricular activities. For
those activities that would require the minor child(ren) to
participate in them during the other parent's custodial time,
those activities must be agreed to in advance by the parties,
before enrolling the child(ren) in the extra-curricular activity.

Each parent is to provide the other parent with the
address and telephone number at which the minor child(ren)
resides, and to notify the other parent within five (5) days

1 prior to any change of address and provide the telephone
2 number as soon as it is assigned.

3 Each parent is to provide the other parent with a travel
4 itinerary and telephone numbers at which the child(ren) can
5 be reached whenever s/he will be away from the parent's home
6 for a period of twenty-four hours (24) or more.

7 Each parent shall be entitled to daily, reasonable
8 telephone communication with the child(ren) on any day that
9 the parent does not have custody of the child(ren), not to
10 exceed one (1) telephone call per day. Said call shall be
11 initiated by the parent seeking to contact the child(ren). Each
12 parent is restrained from unreasonably interfering with the
13 child(ren)'s right to privacy during such telephone
14 conversations.

15 **9. Physical Custody.** The Petitioners agree that primary
16 physical custody of the children should be granted to AMMIE ANN
17 WALLACE. The Petitioners agree that WILLIAM SHAWN WALLACE
18 should have custody of the children Monday through Friday, from 3:30
19 p.m. (or after school if school is in session), through 6:30 p.m. The
20 Petitioners agree that weekends, defined as Friday at 6:30 p.m. to Sunday
21 at 6:30 p.m., should be alternated: Mother's weekend is 09/11/2020.
22 Father's weekend is 09/04/2020.

23 **10. Holiday Visitation Schedule.** Petitioners agree to abide by
24 the following holiday visitation schedule, which shall take precedence
25 over, but not break the continuity of, the regular visitation schedule and
26 shall be defined as follows:
27
28

<u>Father's Day:</u> This special occasion shall be defined as the third Sunday in June and shall begin at 9:00 a.m. on the individual day and continue until 9:00 p.m. on the same day.	Father	Father
<u>Children's Birthdays:</u> This special occasion visitation shall begin at 9:00 a.m. on the individual day and continue until 9:00 p.m. on the same day.	Mother	Father
<u>Mother's Birthday:</u> This special occasion shall be defined as December 23rd and shall begin at 9:00 a.m. on the individual day and continue until 9:00 p.m. on the same day.	Mother	Mother
<u>Father's Birthday:</u> This special occasion shall be defined as May 25th and shall begin at 9:00 a.m. on the individual day and continue until 9:00 p.m. on the same day.	Father	Father

SUMMER VACATIONS

Each parent shall be entitled to one (1) vacation each year with the children for a period not to exceed four (4) consecutive weeks (unless otherwise agreed to in writing). Each parent shall designate his/her respective vacation plans and provide a general itinerary at least 30 days before the planned vacation. The dates shall be conveyed to the other party in writing by way of electronic mail (e-mail). If there is a conflict in dates, the parent who designates the vacation first (as verified by the e-mail) will prevail as to the vacation time. Neither parent shall schedule vacation time during the other parent's holiday time or during time the children are scheduled to be in school.

Other Holidays, Breaks and Special Occasions: Any holiday, break or special occasion not specifically mentioned in this Joint Petition for Divorce shall be celebrated with the parent who is regularly scheduled to be with the minor children on that day.

1 Should a holiday fall on the other parent's visitation, the holiday
2 visitation shall take precedence over the regular visitation schedule.
3

4 **11. Parties' Incomes.**

5 AMMIE ANN WALLACE's gross monthly income is \$8,583.
6

7 WILLIAM SHAWN WALLACE's gross monthly income is
8 \$10,000.00.
9

10 **12. Child Support.** The child support calculation would require
11 WILLIAM SHAWN WALLACE to pay \$2,080 per month in child support.
12 The Petitioners agree to set child support at a different amount.
13 Accordingly, WILLIAM SHAWN WALLACE shall pay child support to
14 AMMIE ANN WALLACE in the amount of \$1,000.00 per month (\$333.33
15 per child) pursuant to NAC 425.140(2) and NAC 425.150. The parties
16 certify that the basic needs of the children are met or exceeded by the
17 stipulated child support obligation. The child support obligation for each
18 particular child is terminated beginning on the first day of the month
19 following the date on which the child reaches 18 years of age or, if the
20 child is still in high school, the first day of the month following the date
21 on which the child graduates from high school or reaches 19 years of age,
22 whichever comes first.
23
24
25
26
27

28 The parties are on NOTICE that, if either party seeks a review of the
stipulated child support obligation for any authorized reason, the court

1 will calculate the child support obligation in accordance with the child
2 support guidelines in effect at the time of the review.
3

4 **13. Public Assistance.** Each Petitioner certifies that s/he is not
5 currently receiving public assistance and has not applied for public
6 assistance.
7

8 **14. Back Child Support.** Petitioners agree that no child support
9 arrears exist. The Petitioners are not and have not received welfare
10 benefits at any time.
11

12 **15. Wage Withholding.** Petitioners agree that a wage
13 withholding is not needed for support payments.
14

15 **16. Child Care.** Pursuant to NAC 425.130, each party shall be
16 responsible for the costs of child care incurred while the children are in
17 his/her care.
18

19 **17. Medical Coverage.** The minor children are entitled to the
20 continued provision of medical insurance by both Petitioners, including
21 psychological, psychiatric, dental and optical insurance, as well as
22 hospitalization insurance. Each Petitioner shall be responsible for the
23 premiums associated with his/her private medical insurance.
24

25 **18. Unreimbursed Medical Expenses.** AMMIEANN WALLACE
26 and WILLIAM SHAWN WALLACE should equally bear all unreimbursed
27 medical expenses, including vision, dental and orthodontic expenses,
28

1 which are not covered by said insurance.

2
3 19. **"30/30 Rule."** AMMIE ANN WALLACE and WILLIAM
4 SHAWN WALLACE should follow the "30/30 Rule" for payment of all
5 unreimbursed medical/dental expenses as follows: Each party shall be
6 responsible for the payment of the entirety of such medical related
7 expense at the time medical treatment is rendered to the child while in
8 such parent's care. If a party pays a medical/dental expense for a child
9 which is not paid by insurance, that party must send proof of payment of
10 the expense to the other party within 30 days from the date he/she incurs
11 and pays for any such medical related expense. The other party shall then
12 have 30 days to reimburse the paying party one-half the cost.
13
14
15

16 20. **Dependency Exemption.** The dependency exemption should
17 be allocated per federal law.
18

19 21. **Division of Community Property.** There is no community
20 property to be adjudicated by the Court.
21

22 Petitioners agree that AMMIE ANN WALLACE is hereby awarded
23 as her sole and separate property, free of any claims of WILLIAM
24 SHAWN WALLACE, sole ownership of the following:
25

26 A. All right, title and interest in any and all bank accounts
27 or other financial institution accounts titled in AMMIE ANN
28 WALLACE's sole name, or held jointly with anyone other than

1 WILLIAM SHAWN WALLACE.

2
3 B. All right, title and interest in the automobile in her
4 possession.

5 C. All right, title and interest in any and all retirement
6 plans, deferred compensation retirement plans, pensions,
7 profit sharing, IRA(s), KEOGH(s), 401(k)'s, stock purchase
8 rights or other pension rights or other such tax-deferred
9 retirement benefits in her name alone.
10

11 D. All right, title and interest in any and all money market
12 accounts, certificates of deposit, safe deposit boxes, stocks,
13 bonds, mutual funds and other brokerage accounts in her
14 name alone, or held jointly with anyone other than WILLIAM
15 SHAWN WALLACE.
16

17 E. All right, title and interest in the Nevada Domestic
18 Limited-Liability Company, Noble Title Ltd. [Entity Number
19 E0929172006-1] (Status: Active), including, but not limited to,
20 all membership interests and management rights.
21

22 F. All right, title and interest in the Nevada Domestic
23 Limited-Liability Company, Kingsgate Real Estate Ltd [Entity
24 Number E0211252018-8] (Status: Active), including, but not
25 limited to, all membership interests and management rights.
26
27
28

1 G. All right, title and interest in the furniture, furnishings,
2 appliances and household goods in her possession.
3

4 H. All personal property and jewelry in her possession.

5 I. All of her personalties.
6

7 Petitioners agree that WILLIAM SHAWN WALLACE is hereby
8 awarded as his sole and separate property, free of any claims of AMMIE
9 ANN WALLACE, sole ownership of the following:
10

11 A. All right, title and interest in any and all bank accounts
12 or other financial institution accounts titled in WILLIAM
13 SHAWN WALLACE's sole name, or held jointly with anyone
14 other than AMMIE ANN WALLACE.
15

16 B. All right, title and interest in any automobile(s) in his
17 possession.
18

19 C. All right, title and interest in any and all retirement
20 plans, deferred compensation retirement plans, pensions,
21 profit sharing, IRA(s), KEOGH(s), 401(k)'s, stock purchase
22 rights or other pension rights or other such tax-deferred
23 retirement benefits in his name alone.
24

25 D. All right, title and interest in any and all money market
26 accounts, certificates of deposit, safe deposit boxes, stocks,
27 bonds, mutual funds and other brokerage accounts in his name
28

1 alone, or held jointly with anyone other than AMMIE ANN
2 WALLACE.
3

4 E. All right, title and interest in any businesses and/or
5 entities, including, but not limited to, all membership interests
6 and management rights.
7

8 F. All right, title and interest in the furniture, furnishings,
9 appliances and household goods in his possession.
10

11 G. All personal property and jewelry in her possession.
12

13 H. All of his personalties.
14

15 22. **Division of Community Debt.** There is no community debt
16 to be adjudicated by the Court.
17

18 Petitioners agree that AMMIE ANN WALLACE shall assume and
19 pay the following debts, and she shall further indemnify and hold
20 WILLIAM SHAWN WALLACE harmless therefrom:

21 A. Any and all debts associated with the assets awarded to
22 her herein.
23

24 B. Any and all debts in her name alone.
25

26 C. Any and all credit cards in her name alone.
27

28 D. Any and all debts incurred solely by AMMIE ANN
WALLACE since the parties' separation, which occurred on
08/01/2017.

1 Petitioners agree that WILLIAM SHAWN WALLACE shall assume
2
3 and pay the following debts, and he shall further indemnify and hold
4 AMMIE ANN WALLACE harmless therefrom:

5 A. Any and all debts associated with the assets awarded to
6
7 him herein.

8 B. Any and all debts in his name alone.

9 C. Any and all credit cards in his name alone.

10 D. Any and all student loans in his name alone.

11 E. Any and all debts incurred solely by WILLIAM SHAWN
12
13 WALLACE since the parties' separation, which occurred on
14
15 08/01/2017.

16 23. **Alimony.** Neither Petitioner should be awarded alimony.

17 24. **Tax Provisions.** Petitioners acknowledge that they have not
18
19 filed income tax returns for 2018 or 2019. With regard to 2018
20
21 and 2019 tax years only, Petitioners agree that they will
22
23 equally divide any refunds received or obligations owed.
24
25 Petitioners agree that each party shall file separate income tax
26
27 returns for 2020, as if the parties were divorced on January 1,
28
2020. Each party will report their own individual employment
earnings, income, gains and/or deductions arising from the
assets and debts awarded to them herein, and the parties

1 agree to indemnify and hold harmless the other from any tax
2
3 penalties or interest related to their individual tax obligation.

4 **25. Name Change.** AMMIE ANN WALLACE may restore her
5
6 maiden name: AMMIE ANN OLSON, and/or she may retain her married
7
8 name: AMMIE ANN WALLACE. If AMMIE ANN WALLACE desires to
9
10 return to her maiden name, she will submit an Order for Name Change
11 to the Court.

12 **26. Attorneys Fees and Costs.** Petitioners agree that each party
13
14 should bear their own attorneys' fees and costs incurred in this matter.
15
16 shall bear their own fees and costs associated with this matter.

17 **27.** Petitioners certify that they have disclosed all community
18 assets and debts and that there are no other community assets or debts
19 for this Court to divide.

20 **28.** Petitioners hereby request that this Court enter a Decree of
21 Divorce, incorporating into that Decree the provisions made herein.

22 **29.** It is understood by Petitioners that entry of a Decree of Divorce
23 constitutes a final adjudication of the rights and obligations of the parties
24 with respect to the status of the marriage. Petitioners each expressly give
25 up their respective rights to receive written notice of any judgment or
26 decree of divorce, and Petitioners give up their right to request formal
27 findings of fact and conclusions of law. Petitioners waive their right to
28

1 appeal the Decree of Divorce, and the right to move for a new trial.

2
3 30. It is further understood by the Petitioners that a final Decree
4 of Divorce entered by this summary procedure does not prejudice or
5 prevent the rights of either Petitioner to bring an action to set aside the
6 final decree for fraud, duress, accident, mistake or the grounds recognized
7 at law or in equity.
8

9
10 31. That as of the date of the filing of this Petition, every condition
11 set forth in NRS 125.181 has been met.

12 WHEREFORE, Petitioners pray judgment as follows:

13
14 1. That the bonds of matrimony now and heretofore existing
15 between the parties be dissolved, that Petitioners be granted an absolute
16 Decree of Divorce, and that the parties hereto be released from all the
17 obligations thereof and restored to the status of single persons.
18

19 2. That the terms agreed upon in this Joint Petition be included
20 in the Decree; and
21

22 ...

23 ...

24 ...

25 ...

26 ...

27 ...

28 ...

1 3. For such other and further relief as the Court may deem just
2
3 and proper in the premises.

4 DATED this 21 day of AUGUST, 2020.

5
6 
7

8 AMMIE ANN WALLACE
9 First Joint Petitioner

6 
7

8 WILLIAM SHAWN WALLACE
9 Second Joint Petitioner

10 THE COOLEY LAW FIRM

11 
12

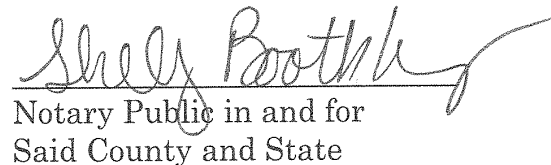
13 Shelly Booth Cooley
14 Nevada State Bar No. 8992
15 10161 Park Run Drive, Suite 150
16 Las Vegas, Nevada 89145
17 Attorney for First Joint Petitioner,
18 AMMIE ANN WALLACE
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AMMIE ANN WALLACE, being first duly sworn, deposes and says:

AMMIE ANN WALLACE

On this 4 day of September, 2020, personally appeared before me, a Notary Public in and for said County and State, AMMIE ANN WALLACE, known to me to be the person described herein and who executed herein and who executed the foregoing Joint Petition for Divorce, who acknowledged to me that the same was executed freely and voluntarily and for the uses and purposes therein mentioned.



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WILLIAM SHAWN WALLACE, being first duly sworn, deposes and says:

That he is the Second Joint Petitioner in the above-entitled action: that he has read the foregoing Joint Petition for Divorce and knows the contents thereof; that the same is true of his own knowledge except for those matters therein stated on information and belief and as to those matters, he believes them to be true.

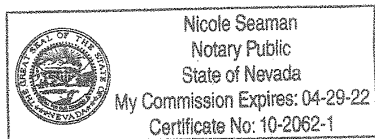
William Shawn Wallace
WILLIAM SHAWN WALLACE

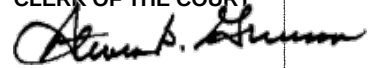
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On this 21 day of Aug., 2020, personally appeared before me, a Notary Public in and for said County and State, WILLIAM SHAWN WALLACE, known to me to be the person described herein and who executed herein and who executed the foregoing Joint Petition for Divorce, who acknowledged to me that the same was executed freely and voluntarily and for the uses and purposes therein mentioned.



Notary Public in and for
Said County and State





CASE NO: D-20-613567-Z
Department: To be determined

1 **CONS**
2 **THE COOLEY LAW FIRM**
3 Shelly Booth Cooley
4 Nevada State Bar No. 8992
5 10161 Park Run Drive, Suite 150
6 Las Vegas, Nevada 89145
7 Telephone Number: (702) 265-4505
8 Facsimile Number: (702) 645-9924
9 E-mail: scooley@cooleylawlv.com
10 Attorney for First Joint Petitioner,
11 **AMMIE ANN WALLACE**

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

15 **AMMIE ANN WALLACE,**
16
17 First Joint Petitioner,
18
19 And
20
21 **WILLIAM SHAWN WALLACE,**
22
23 Second Joint Petitioner.

Case No.:
Dept. No.:

24 **CONSENT TO SELF-REPRESENTATION**

25 STATE OF NEVADA)
26)ss:
27 COUNTY OF CLARK)

28 WILLIAM SHAWN WALLACE, being first duly sworn, deposes and
states as follows:

1. I acknowledge that Shelly Booth Cooley and The Cooley Law
Firm is representing and acting as counsel for my spouse, AMMIE ANN

1 WALLACE.

2
3 2. I acknowledge that Shelly Booth Cooley and The Cooley Law
4 Firm do not and will not represent me.

5
6 3. I acknowledge that Shelly Booth Cooley and The Cooley Law
7 Firm will at all times look out for my spouse, AMMIE ANN WALLACE's
8 interests, not mine.

9
10 4. I acknowledge that any statements that Shelly Booth Cooley
11 and The Cooley Law Firm may make to me about this matter should be
12 taken as negotiation or argument on behalf of my spouse, AMMIE ANN
13 WALLACE, and not as advice as to my best interest.

14
15 5. I acknowledge that Shelly Booth Cooley and The Cooley Law
16 Firm have not given me advice.

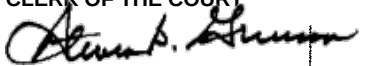
17
18 6. I acknowledge that Shelly Booth Cooley and The Cooley Law
19 Firm have urged me to obtain my own counsel to give me advice.

20
21 7. I acknowledge that, notwithstanding the suggestion to obtain
22 my own counsel to give me advice, I have decided to represent myself.

23
24 8. I declare under penalty of perjury under the laws of the State
25 of Nevada (NRS 53.045) that the foregoing is true and correct.

26
27 8/21/20
28 Dated

William S. Wallace
WILLIAM SHAWN WALLACE



CASE NO: D-20-613567-Z
Department: To be determined

1 **AFFT**
2 **THE COOLEY LAW FIRM**
3 Shelly Booth Cooley
4 Nevada State Bar No. 8992
5 10161 Park Run Drive, Suite 150
6 Las Vegas, Nevada 89145
7 Telephone Number: (702) 265-4505
8 Facsimile Number: (702) 645-9924
9 E-mail: scooley@cooleylawlv.com
10 Attorney for First Joint Petitioner,
11 AMMIE ANN WALLACE

12 **IN THE FAMILY DIVISION**
13 **OF THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
14 **IN AND FOR THE COUNTY OF CLARK.**

15 AMMIE ANN WALLACE,
16
17 First Joint Petitioner,

Case No.
Dept No.

18 And

19 WILLIAM SHAWN WALLACE,
20
21 Second Joint Petitioner.

22 **AFFIDAVIT OF RESIDENT WITNESS**

23 I, Corina Jacques, swear under penalty of
24 perjury that the following statements are true and correct.

25
26 1. I am over the age of 18 years, and I have personal knowledge
27 of the within matters and am competent to testify thereto.
28

...

2. I have lived in the State of Nevada for 15 years and currently live at 210 E. Flamingo #337 LV, NV 89169.

I intend to live in the State of Nevada for the foreseeable future.

3. To my personal knowledge, AMMIE ANN WALLACE lives at 9543 Wooded Heights Avenue, Las Vegas, NV 89148 and has been physically living within the State of Nevada on a daily basis for at least six (6) weeks prior to the filing of this action.

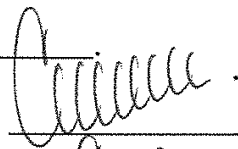
4. To my personal knowledge, AMMIE ANN WALLACE has physically lived in the State of Nevada since 08/01/2017.

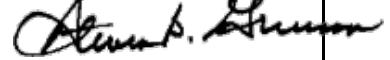
5. I see AMMIE ANN WALLACE an average of 1 times per week.

6. I am the friend of AMMIE ANN WALLACE and have known her for approximately 15 years.

7. To my personal knowledge, AMMIE ANN WALLACE is a bona fide resident of the State of Nevada.

8. Pursuant to NRS 53.045, I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Executed on 8/4/2020 
Signature: _____
Printed Name: Corina Jacques.



1 **NEO**
2 **THE COOLEY LAW FIRM**
3 Shelly Booth Cooley
4 Nevada State Bar No. 8992
5 10161 Park Run Drive, Suite 150
6 Las Vegas, Nevada 89145
7 Telephone Number: (702) 265-4505
8 Facsimile Number: (702) 645-9924
9 E-mail: scooley@cooleylawlv.com
10 Attorney for First Joint Petitioner,
11 **AMMIE ANN WALLACE**

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

9 **AMMIE ANN WALLACE,**
10 First Joint Petitioner,

Case No. D-20-613567-Z
Dept No. S

11 And

12 **WILLIAM SHAWN WALLACE,**
13 Second Joint Petitioner.

14
15
16 **NOTICE OF ENTRY OF DECREE**

17 PLEASE TAKE NOTICE that a DECREE OF DIVORCE was
18 entered in the above-entitled matter on 09/10/2020. A copy of said Order
19 is attached hereto.

20 DATED this 11 day of September, 2020.

21 **THE COOLEY LAW FIRM**

22 By /s/ Shelly Booth Cooley
23 Shelly Booth Cooley
24 Nevada Bar No. 8992
25 10161 Park Run Drive, Suite 150
26 Las Vegas, Nevada 89145
27 Attorney for First Joint Petitioner,
28 **AMMIE ANN WALLACE**

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X **BY MAIL:** Pursuant to EDCR 7.26(a)(1), by depositing a copy of the same in a sealed envelope in the United States Mail, Postage Pre-Paid to the last known address of each of the parties, at Las Vegas, Nevada.

_____ **BY FACSIMILE TRANSMISSION:** Pursuant to EDCR 7.26(a)(3), via facsimile transmission. Attached is a copy of the Facsimile Transmittal Form, along with the Fax Call Report, confirming the facsimile transmission.

_____ **BY ELECTRONIC SERVICE:** Pursuant to EDCR 7.26(a)(4), via electronic transmission through the Court's electronic filing system.

_____ **BY MAIL AND ELECTRONIC MEANS:** Pursuant to NRCP 5(b), by depositing a copy of the same in a sealed envelope in the United States Mail, Postage Pre-Paid to the last known address of each of the parties, at Las Vegas, Nevada and via electronic mail.

/s/ Shelly Booth Cooley
An Employee of The Cooley Law Firm

Heather L. Smith
CLERK OF THE COURT

DECD

THE COOLEY LAW FIRM
Shelly Booth Cooley
Nevada State Bar No. 8992
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Telephone Number: (702) 265-4505
Facsimile Number: (702) 645-9924
E-mail: scooley@cooleylawlv.com
Attorney for First Joint Petitioner,
AMMIE ANN WALLACE

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

AMMIE ANN WALLACE,

First Joint Petitioner,

Case No. **0-20-613567-7**
Dept No. **5**

And

WILLIAM SHAWN WALLACE,

Second Joint Petitioner.

DECREE OF DIVORCE

The above entitled cause, having been submitted to this Court for decision pursuant to Chapter 125 of the Nevada Revised Statutes, and based upon the Joint Petition for Divorce by the First Joint Petitioner, AMMIE ANN WALLACE ("MOTHER"), by and through her counsel of record, Shelly Booth Cooley and The Cooley Law Firm, and Second Joint

1 Petitioner, WILLIAM SHAWN WALLACE ("FATHER"), in Proper Person,
2 and all of the papers and pleadings on file herein and otherwise being
3 fully advised in the premises, the Court as follows:
4

5 1. That all of the allegations contained in the documents on file
6 are true.
7

8 2. That all of the requirements of NRS 125.181 and NRS 125.182
9 have been met.
10

11 3. **Residency.** That WILLIAM SHAWN WALLACE and AMMIE
12 ANN WALLACE are now, and for more than six weeks prior to the
13 commencement of this action has been, actual, bona fide residents and
14 domiciliaries of the County of Clark, State of Nevada, actually and
15 physically residing and being domiciled therein during all of said period
16 of time, and during all of said period of time has had, and still have, the
17 intent to make the State of Nevada their home, residence and domicile for
18 an indefinite period of time.
19
20
21

22 4. **Marriage.** Petitioners were married on or about the 10th day
23 of October, 2009, in the City of Las Vegas, County of Clark, State of
24 Nevada, and have ever since been husband and wife.
25

26 5. **Cause for Divorce.** The Petitioners have become and are
27 incompatible in marriage and no reconciliation is possible. The
28 Petitioners are entitled to a Decree of Divorce.

1 6 **Pregnancy.** AMMIE ANN WALLACE is not now pregnant,
2
3 and the parties are not now Intended Parents.

4 7. **Children.** There are three (3) minor children of this marriage
5 or adopted by the parties. The names and information is listed below:
6

Name	Date of Birth	State of Residence	How Long Child Lived in State	Disability
William Shawn Wallace, Jr.	06/24/2010	NV	08/01/2017	No
Miller Clyde Wallace	05/15/2012	NV	08/01/2017	No
Quinn Rose Wallace	01/18/2015	NV	08/01/2017	No

13
14 8. **Child Residency.** The children are residents of Nevada and
15 have lived here for at least the past six (6) months. The United States is
16 the country and Nevada is the State of habitual residence of the minor
17 children herein. This Court has the necessary Uniform Child Custody
18 Jurisdiction and Enforcement Act jurisdiction to enter orders regarding
19 custody and visitation.
20
21

22
23 9. **Child Custody.** That the Petitioners have entered into an
24 agreement settling all issues regarding child custody, visitation, child
25 support, medical insurance and expenses, and the tax deduction, which is
26 outlined in the Joint Petition, a copy of which is attached hereto as
27 **Exhibit “1.”** The Petitioners request that this agreement, being fair, in
28

1 the children's best interest, and meets the children's financial needs, be
2 ratified, confirmed, and incorporated into this Decree of Divorce as though
3 fully set forth.
4

5 10. **Seminar for Separating Parents.** That pursuant to EDCR
6 5.302(d), the requirement to attend and complete the seminar for
7 separating parents shall be waived. That pursuant to EDCR 5.302(e),
8 jurisdiction shall be reserved to order the parties to complete the seminar
9 for separating parents during any post-judgment child custody
10 proceedings.
11

12 11. **Child Support.** That the amount of child support ordered
13 herein is in compliance with the guidelines established by the
14 Administrator of the Division of Welfare and Supportive Services or has
15 been stipulated to by the parties with the required certifications and
16 disclosures required by the guidelines.
17

18 12. **Child Custody Statutory Notices.** NOTICE IS HEREBY
19 GIVEN that the following statutory notices relating to custody are
20 applicable to Petitioners:
21

22 Pursuant to **EDCR 5.301**, the parties, and each of them, are hereby
23 placed on notice of the following:
24

25 All lawyers and litigants possessing knowledge of
26 matters being heard by the family division are prohibited
27 from:
28

1 (a) Discussing the issues, proceedings, pleadings, or
2 papers on file with the court with any minor child;

3 (b) Allowing any minor child to review any such
4 proceedings, pleadings, or papers or the record of the
5 proceedings before the court, whether in the form of
6 transcripts, audio, or video recordings, or otherwise;

7 (c) Leaving such materials in a place where it is likely or
8 foreseeable that any child will access those materials; or

9 (d) Knowingly permitting any other person to do any of the
10 things enumerated in this rule, without written consent of the
11 parties or the permission of the court.

12 Pursuant to **NRS 125C.006**, the parties, and each of them, are
13 hereby placed on notice of the following:

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

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

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

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

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

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

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

1 Pursuant to NRS 125C.0065, the parties, and each of them, are
2
3 hereby placed on notice of the following:

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

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

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

13
14 2. The court may award reasonable attorney's fees and costs to
15 the relocating parent if the court finds that the non-relocating
16 parent refused to consent to the relocating parent's relocation
with the child:

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

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

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

22 Pursuant to chapters 125A of NRS and NRS 125C.0601 to
23 125C.0693, the parties, and each of them, are hereby placed on notice of
24
25 the following:

26 PENALTY FOR VIOLATION OF ORDER: THE
27 ABDUCTION, CONCEALMENT OR DETENTION OF A
28 CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE
AS A CATEGORY D FELONY AS PROVIDED IN NRS
193.130. NRS 200.359 provides that every person having a

1 limited right of custody to a child or any parent having no
2 right of custody to the child who willfully detains, conceals, or
3 removes the child from a parent, guardian or other person
4 having lawful custody or a right of visitation of the child in
5 violation of an order of this court, or removes the child from
6 the jurisdiction of the court without the consent of either the
7 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.

8 Pursuant to provisions of **NRS 125C.0045(7)**, the parties, and each
9 of them, are hereby placed on notice that the terms of the Hague
10 Convention of October 25, 1980, adopted by the 14th Session of the Hague
11 Conference on Private International Law apply if a parent abducts or
12 wrongfully retains a child in a foreign country as follows:
13
14

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

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

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

...

1 The parents understand and acknowledge that, pursuant to the
2 terms of the Parental Kidnaping Prevention Act, 28 U.S.C. §1738A, and
3 the Uniform Child Custody Jurisdiction and Enforcement Act, NRS
4 125A.005, et seq., the courts of Nevada have exclusive modification
5 jurisdiction of the custody, visitation, and child support terms relating to
6 the child at issue in this case so long as either of the parents, or the child,
7 continue to reside in Nevada.
8

9
10
11 The parents acknowledge that the United States is the country and
12 Nevada is the State of habitual residence of the minor child herein.
13

14 **13. Child Support Statutory Notices.** NOTICE IS HEREBY
15 GIVEN that the following statutory notices relating to child support are
16 applicable to Petitioners:
17

18 The parties are subject to the provisions of **NRS 31A** and **125.007**
19 regarding the collection of delinquent child support payments.
20

21 Pursuant to **NRS 125B.095**, if an installment of an obligation to pay
22 support for a child becomes delinquent in the amount owed for 1 month's
23 support, a 10% per annum penalty must be added to the delinquent
24 amount.
25

26 Pursuant to **NRS 125B.140**, if an installment of an obligation to pay
27 support for a child becomes delinquent, the court shall determine interest
28 upon the arrearages at a rate established pursuant to **NRS 99.040**, from

1 the time each amount became due. Interest shall continue to accrue on the
2 amount ordered until it is paid, and additional attorney's fees must be
3 allowed if required for collection.
4

5 Pursuant to **NRS 125B.145**, an award of child support shall be
6 reviewed by the court at least every three (3) years to determine whether
7 the award should be modified. The review will be conducted upon the
8 filing of a request by a (1) parent or legal guardian of the child; or (2) the
9 Nevada State Welfare Division or the District Attorney's Office, if the
10 Division of the District Attorney has jurisdiction over the case.
11
12
13

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

16 (a) The welfare division of the department of
17 human resources, its designated representative or
18 the district attorney, if the welfare division or the
19 district attorney has jurisdiction in the case; or

20 (b) A parent or legal guardian of the child,
21 be reviewed by the court at least every 3 years
22 pursuant to this section to determine whether the
23 order should be modified or adjusted. Each review
24 conducted pursuant to this section must be in
25 response to a separate request.
26

27 . . .

28 4. An order for the support of a child may be reviewed at any
time upon the basis of changed circumstances.

29 If you want to adjust the amount of child support established in this
30 Order, you must file a motion to modify the order with or submit a
31 stipulation to the Court. If a motion to modify the order is not filed or a
32 stipulation is not submitted, the child support obligation established in

1 this order will continue until such time as all children who are the subject
2 of this order reach 18 years of age, or if the youngest child who is subject
3 to this order is still in high school when s/he reaches 18 years of age, when
4 the child graduates from high school or reaches 19 years of age, whichever
5 comes first. Unless the parties otherwise agree in a stipulation, any
6 modification made pursuant to a motion to modify the order will be
7 effective as of the date the motion was filed.
8
9
10

11 Pursuant to **NRS 125.450(2)**, the wages and commissions of the
12 parent responsible for paying support shall be subject to assignment or
13 withholding for the purpose of payment of the foregoing obligation of
14 support as provided in **NRS 31A.020** through **31A.240**, inclusive.
15
16

17 Pursuant to **NRS 125B.055(3)**, each party must, within ten (10)
18 days after the entry of this Order, file with the Eighth Judicial District
19 Court, Family Division, 601 North Pecos Road, Las Vegas, Nevada 89101,
20 and with the State of Nevada, Department of Human Resources, Welfare
21 Division, a Child Support and Welfare Party Identification Sheet setting
22 forth:
23
24

- 25 (a) The names, dates of birth, social security numbers
26 and driver's license numbers of the parents of the child;
- 27 (b) The name and social security number of the child;
- 28 (c) The case identification number assigned by the court; and
- (d) Such other information as the welfare department
determines is necessary to carry out the provisions of 42
U.S.C. Section 654a.

1 14. **Division of Assets and Debts.** That the Petitioners have
2 entered into an equitable agreement settling all issues regarding the
3 division and distribution of assets and debts, which is outlined in the Joint
4 Petition, a filed-stamped copy of which is attached hereto as **Exhibit “1.”**
5
6 Petitioners request that the terms in their Joint Petition for Divorce be
7 ratified, confirmed, and incorporated into this Decree of Divorce as though
8 fully set forth.
9
10

11 15. **Alimony.** That the Petitioners have entered into an equitable
12 agreement settling the issue of spousal support which is outlined in the
13 Joint Petition, a filed-stamped copy of which is attached hereto as **Exhibit**
14 **“1.”** Petitioners request that the terms in their Joint Petition for Divorce
15 be ratified, confirmed, and incorporated into this Decree of Divorce as
16 though fully set forth.
17
18

19 16. **Jurisdiction.** That this Court has complete jurisdiction to
20 enter this Decree and the orders regarding the distribution of assets and
21 debts.
22

23 17. **Waiver of Respective Rights.** That the Petitioners waive
24 their rights to a written notice of entry of decree or judgment, to request
25 findings of fact and conclusions of law, to appeal, and to move for a new
26 trial.
27
28

...

1 18. **Other Necessary Findings of Fact.** That any other
2
3 necessary findings of fact are attached and incorporated herein.

4 NOW THEREFORE, IT IS ORDERED, ADJUDGED AND
5
6 DECREED that the bonds of matrimony now existing between the
7
8 Petitioners are dissolved and an absolute Decree of Divorce is granted to
9
10 the parties, and each of the parties is restored to the status of an
unmarried person.

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the
12
13 terms, as they are stated in Petitioner's Joint Petition for Divorce,
14
15 regarding child custody, visitation, child support, medical insurance and
16
17 expenses, and the tax deduction, are hereby ratified, confirmed, and
incorporated into this Decree as though fully set forth.

18 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that
19
20 pursuant to EDCR 5.302(d), the requirement to attend and complete the
21
22 seminar for separating parents shall be waived. That pursuant to EDCR
23
24 5.302(e), jurisdiction shall be reserved to order the parties to complete the
25
26 seminar for separating parents during any post-judgment child custody
27
28 proceedings.

...

...

...

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that
2
3 the terms, as they are stated in Petitioners' Joint Petition for Divorce,
4 regarding the division of assets and debts, are hereby ratified, confirmed,
5 and incorporated into this Decree as though fully set forth.
6

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the
8 terms, as they are stated in Petitioners' Joint Petition for Divorce,
9 regarding the issue of spousal support are hereby ratified, confirmed, and
10 incorporated into this Decree as though fully set forth.
11

12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that
13
14 AMMIE ANN WALLACE may restore her maiden name: AMMIE ANN
15 OLSON, and/or she may retain her married name: AMMIE ANN
16 WALLACE. If AMMIE ANN WALLACE desires to return to her maiden
17 name, she will submit an Order for Name Change to the Court.
18

19 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that
20
21 each party shall submit the information required in NRS 125B.055, NRS
22 125.130, and NRS 125.230 on a separate form to the Court and Welfare
23 Division of the Department of Human Resources within ten days from the
24 date this Decree is filed. Such information shall be maintained by the
25 Clerk in a confidential manner and not part of the public record. The
26 parties shall update the information filed with the Court and the Welfare
27
28

...

1 Division of the Department of Human Resources within ten days should
2
3 any of that information become inaccurate.

4 **THIS IS A FINAL DECREE.**

5 IT IS SO ORDERED this _____ day of _____, 2020.

6
7 Dated this 10th day of September, 2020

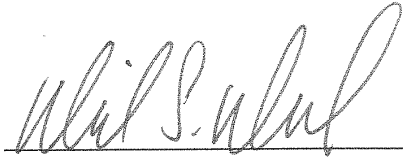
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9 DISTRICT COURT JUDGE
10 DBA 49B DBDD B036
11 Vincent Ochoa
12 District Court Judge

13 Respectfully submitted by:

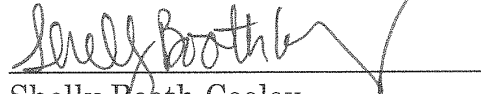
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15 AMMIE ANN WALLACE
16 First Joint Petitioner

17 

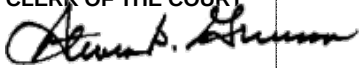
18 WILLIAM SHAWN WALLACE
19 Second Joint Petitioner

20 THE COOLEY LAW FIRM

21 

22 Shelly Booth Cooley
23 Nevada State Bar No. 8992
24 10161 Park Run Drive, Suite 150
25 Las Vegas, Nevada 89145
26 Attorney for First Joint Petitioner,
27 AMMIE ANN WALLACE
28

EXHIBIT “1”



CASE NO: D-20-613567-Z
Department: To be determined

PSDD
THE COOLEY LAW FIRM
Shelly Booth Cooley
Nevada State Bar No. 8992
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Telephone Number: (702) 265-4505
Facsimile Number: (702) 645-9924
E-mail: scooley@cooleylawlv.com
Attorney for First Joint Petitioner,
AMMIE ANN WALLACE

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

AMMIE ANN WALLACE,

Case No.
Dept No.

First Joint Petitioner,

And

WILLIAM SHAWN WALLACE,

Second Joint Petitioner.

**JOINT PETITION FOR DIVORCE
AND UCCJEA DECLARATION**

First Joint Petitioner, AMMIE ANN WALLACE ("MOTHER"), by
and through her counsel of record, Shelly Booth Cooley and The Cooley
Law Firm, and Second Joint Petitioner, WILLIAM SHAWN WALLACE
("FATHER"), in Proper Person, hereby petition this Court, pursuant to the
terms of Chapter 125 of the Nevada Revised Statutes, to grant them a

1 divorce. Petitioners respectfully show, and, under oath, state to the Court
2 that every condition of NRS 125.181 has been met and further state as
3 follows:
4

5 1. **Residency.** WILLIAM SHAWN WALLACE and AMMIE ANN
6 WALLACE are now, and for more than six weeks prior to the
7 commencement of this action has been, actual, bona fide residents and
8 domiciliaries of the County of Clark, State of Nevada, actually and
9 physically residing and being domiciled therein during all of said period
10 of time, and during all of said period of time has had, and still have, the
11 intent to make the State of Nevada their home, residence and domicile for
12 an indefinite period of time.
13

14 2. **Marriage.** Petitioners were married on or about the 10th day
15 of October, 2009, in the City of Las Vegas, County of Clark, State of
16 Nevada, and have ever since been husband and wife.
17

18 3. **Cause for Divorce.** That since said marriage, the Petitioners
19 have become and are incompatible in marriage and no reconciliation is
20 possible.
21

22 4. **Mailing Addresses.** The mailing addresses of the Petitioners
23 are:
24

25 **First Petitioner:** AMMIE ANN WALLACE's current mailing
26 address is 9543 Wooded Heights Ave., Las Vegas, NV 89148.
27
28

1 **Second Petitioner:** WILLIAM SHAWN WALLACE's current

2 mailing address is 9382 Monterey Cliffs, Las Vegas, NV 89148.

3
4 5. **Pregnancy.** AMMIE ANN WALLACE is not now pregnant,
5 and the parties are not now Intended Parents.

6
7 6. **Children.** There are three (3) minor children of this marriage
8 or adopted by the parties. The names and information is listed below:

9

Name	Date of Birth	State of Residence	How Long Child Lived in State	Disability
William Shawn Wallace, Jr.	06/24/2010	NV	08/01/2017	No
Miller Clyde Wallace	05/15/2012	NV	08/01/2017	No
Quinn Rose Wallace	01/18/2015	NV	08/01/2017	No

10
11
12
13
14
15

16 7. **UCCJEA Declaration.** The children's state of habitual
17 residence is Nevada as the children have lived in the state of Nevada for
18 the past six (6) months, or since birth.

19
20 a. **Living Arrangements Last 5 Years.** The children have
21 lived with the following persons in the following places within
22 the last five (5) years.

23
24
25
26
27
28

Time Period	Name of Person the Children Lived With	City and State	Child's Name
2015-08/01/2017	Both Parents		All children
08/01/2017-Present	Mother	Las Vegas, NV	All children

1 **b. Participation in Other Cases.** Neither Petitioner has
2 participated in any case concerning these children as a party,
3 witness, or in some other capacity.

4
5 **c. Knowledge of Other Cases.** Joint Petitioners do not
6 know of any other case that could affect this case, such as
7 other custody cases, domestic violence cases, protection order
8 cases, or adoptions/terminations.

9
10
11 **d. Persons Who Claim Custody/Visitation.** There are no
12 other persons, other than the parties in this matter, who have
13 custody of the children or who can claim a right to custody or
14 visitation with the children.

15
16 **8. Legal Custody.** Petitioners are fit and proper persons to be
17 awarded joint legal custody of the minor children, which shall entail the
18 following:
19

20
21 The parents shall make every effort to maintain free
22 access and unhampered contact between the minor child(ren)
23 and the other parent. Neither parent shall do anything which
24 shall estrange the child from the other parent or impair the
25 natural development of the child(ren)'s love and respect for
26 each of the parents. Both parents understand that parenting
27 requires the acceptance of mutual responsibilities and rights
insofar as the child(ren) is concerned. Therefore, neither shall
disparage the other in the presence of the minor child(ren).

28 The parents shall consult and cooperate with each other
in substantial questions relating to religious upbringing,
educational programs, significant changes in social

1 environment, and health care of the child(ren).

2
3 The parents shall have access to medical and school
4 records pertaining to the child(ren) and be permitted to
5 independently consult with any and all professionals involved
6 with him.

7 Each parent shall be empowered to obtain emergency
8 health care for the child(ren) without the consent of the other
9 parent. Each parent is to notify the other parent as soon as
10 reasonably possible of any illness requiring medical attention,
11 or any emergency involving the child(ren).

12 Each parent shall be responsible for keeping themselves
13 apprised with information of the well-being of the child(ren),
14 including, but not limited to copies of report cards, school
15 meeting notices, vacation schedules, class programs, requests
16 for conferences, results of standardized or diagnostic tests,
17 notices of activities involving the child(ren), samples of school
18 work, order forms for school pictures, all communications from
19 health care providers, the names, addresses and telephone
20 numbers of all schools, health care providers, regular day care
21 providers and counselors.

22 Each parent shall be responsible for keeping themselves
23 apprised of school, athletic, and social events in which the
24 child(ren) participates. Neither parent shall prevent the
25 child(ren)'s participation in extra-curricular activities. Both
26 parents may participate in school activities for the child(ren)
27 such as open house, attendance at an athletic event, etc.

28 The parents will consult with each other before enrolling
the minor child(ren) in any extracurricular activities. For
those activities that would require the minor child(ren) to
participate in them during the other parent's custodial time,
those activities must be agreed to in advance by the parties,
before enrolling the child(ren) in the extra-curricular activity.

Each parent is to provide the other parent with the
address and telephone number at which the minor child(ren)
resides, and to notify the other parent within five (5) days

1 prior to any change of address and provide the telephone
2 number as soon as it is assigned.

3 Each parent is to provide the other parent with a travel
4 itinerary and telephone numbers at which the child(ren) can
5 be reached whenever s/he will be away from the parent's home
6 for a period of twenty-four hours (24) or more.

7 Each parent shall be entitled to daily, reasonable
8 telephone communication with the child(ren) on any day that
9 the parent does not have custody of the child(ren), not to
10 exceed one (1) telephone call per day. Said call shall be
11 initiated by the parent seeking to contact the child(ren). Each
12 parent is restrained from unreasonably interfering with the
13 child(ren)'s right to privacy during such telephone
14 conversations.

15 **9. Physical Custody.** The Petitioners agree that primary
16 physical custody of the children should be granted to AMMIE ANN
17 WALLACE. The Petitioners agree that WILLIAM SHAWN WALLACE
18 should have custody of the children Monday through Friday, from 3:30
19 p.m. (or after school if school is in session), through 6:30 p.m. The
20 Petitioners agree that weekends, defined as Friday at 6:30 p.m. to Sunday
21 at 6:30 p.m., should be alternated: Mother's weekend is 09/11/2020.
22 Father's weekend is 09/04/2020.

23 **10. Holiday Visitation Schedule.** Petitioners agree to abide by
24 the following holiday visitation schedule, which shall take precedence
25 over, but not break the continuity of, the regular visitation schedule and
26 shall be defined as follows:
27
28

<u>Father's Day:</u> This special occasion shall be defined as the third Sunday in June and shall begin at 9:00 a.m. on the individual day and continue until 9:00 p.m. on the same day.	Father	Father
<u>Children's Birthdays:</u> This special occasion visitation shall begin at 9:00 a.m. on the individual day and continue until 9:00 p.m. on the same day.	Mother	Father
<u>Mother's Birthday:</u> This special occasion shall be defined as December 23rd and shall begin at 9:00 a.m. on the individual day and continue until 9:00 p.m. on the same day.	Mother	Mother
<u>Father's Birthday:</u> This special occasion shall be defined as May 25th and shall begin at 9:00 a.m. on the individual day and continue until 9:00 p.m. on the same day.	Father	Father

SUMMER VACATIONS

Each parent shall be entitled to one (1) vacation each year with the children for a period not to exceed four (4) consecutive weeks (unless otherwise agreed to in writing). Each parent shall designate his/her respective vacation plans and provide a general itinerary at least 30 days before the planned vacation. The dates shall be conveyed to the other party in writing by way of electronic mail (e-mail). If there is a conflict in dates, the parent who designates the vacation first (as verified by the e-mail) will prevail as to the vacation time. Neither parent shall schedule vacation time during the other parent's holiday time or during time the children are scheduled to be in school.

Other Holidays, Breaks and Special Occasions: Any holiday, break or special occasion not specifically mentioned in this Joint Petition for Divorce shall be celebrated with the parent who is regularly scheduled to be with the minor children on that day.

1 Should a holiday fall on the other parent's visitation, the holiday
2 visitation shall take precedence over the regular visitation schedule.
3

4 **11. Parties' Incomes.**

5 AMMIE ANN WALLACE's gross monthly income is \$8,583.
6

7 WILLIAM SHAWN WALLACE's gross monthly income is
8 \$10,000.00.
9

10 **12. Child Support.** The child support calculation would require
11 WILLIAM SHAWN WALLACE to pay \$2,080 per month in child support.
12 The Petitioners agree to set child support at a different amount.
13 Accordingly, WILLIAM SHAWN WALLACE shall pay child support to
14 AMMIE ANN WALLACE in the amount of \$1,000.00 per month (\$333.33
15 per child) pursuant to NAC 425.140(2) and NAC 425.150. The parties
16 certify that the basic needs of the children are met or exceeded by the
17 stipulated child support obligation. The child support obligation for each
18 particular child is terminated beginning on the first day of the month
19 following the date on which the child reaches 18 years of age or, if the
20 child is still in high school, the first day of the month following the date
21 on which the child graduates from high school or reaches 19 years of age,
22 whichever comes first.
23
24
25
26
27

28 The parties are on NOTICE that, if either party seeks a review of the
stipulated child support obligation for any authorized reason, the court

1 will calculate the child support obligation in accordance with the child
2 support guidelines in effect at the time of the review.
3

4 **13. Public Assistance.** Each Petitioner certifies that s/he is not
5 currently receiving public assistance and has not applied for public
6 assistance.
7

8 **14. Back Child Support.** Petitioners agree that no child support
9 arrears exist. The Petitioners are not and have not received welfare
10 benefits at any time.
11

12 **15. Wage Withholding.** Petitioners agree that a wage
13 withholding is not needed for support payments.
14

15 **16. Child Care.** Pursuant to NAC 425.130, each party shall be
16 responsible for the costs of child care incurred while the children are in
17 his/her care.
18

19 **17. Medical Coverage.** The minor children are entitled to the
20 continued provision of medical insurance by both Petitioners, including
21 psychological, psychiatric, dental and optical insurance, as well as
22 hospitalization insurance. Each Petitioner shall be responsible for the
23 premiums associated with his/her private medical insurance.
24

25 **18. Unreimbursed Medical Expenses.** AMMIEANN WALLACE
26 and WILLIAM SHAWN WALLACE should equally bear all unreimbursed
27 medical expenses, including vision, dental and orthodontic expenses,
28

1 which are not covered by said insurance.

2
3 19. **"30/30 Rule."** AMMIE ANN WALLACE and WILLIAM
4 SHAWN WALLACE should follow the "30/30 Rule" for payment of all
5 unreimbursed medical/dental expenses as follows: Each party shall be
6 responsible for the payment of the entirety of such medical related
7 expense at the time medical treatment is rendered to the child while in
8 such parent's care. If a party pays a medical/dental expense for a child
9 which is not paid by insurance, that party must send proof of payment of
10 the expense to the other party within 30 days from the date he/she incurs
11 and pays for any such medical related expense. The other party shall then
12 have 30 days to reimburse the paying party one-half the cost.
13
14
15

16 20. **Dependency Exemption.** The dependency exemption should
17 be allocated per federal law.
18

19 21. **Division of Community Property.** There is no community
20 property to be adjudicated by the Court.
21

22 Petitioners agree that AMMIE ANN WALLACE is hereby awarded
23 as her sole and separate property, free of any claims of WILLIAM
24 SHAWN WALLACE, sole ownership of the following:
25

26 A. All right, title and interest in any and all bank accounts
27 or other financial institution accounts titled in AMMIE ANN
28 WALLACE's sole name, or held jointly with anyone other than

1 WILLIAM SHAWN WALLACE.

2
3 B. All right, title and interest in the automobile in her
4 possession.

5
6 C. All right, title and interest in any and all retirement
7 plans, deferred compensation retirement plans, pensions,
8 profit sharing, IRA(s), KEOGH(s), 401(k)'s, stock purchase
9 rights or other pension rights or other such tax-deferred
10 retirement benefits in her name alone.

11
12 D. All right, title and interest in any and all money market
13 accounts, certificates of deposit, safe deposit boxes, stocks,
14 bonds, mutual funds and other brokerage accounts in her
15 name alone, or held jointly with anyone other than WILLIAM
16 SHAWN WALLACE.

17
18
19 E. All right, title and interest in the Nevada Domestic
20 Limited-Liability Company, Noble Title Ltd. [Entity Number
21 E0929172006-1] (Status: Active), including, but not limited to,
22 all membership interests and management rights.

23
24
25 F. All right, title and interest in the Nevada Domestic
26 Limited-Liability Company, Kingsgate Real Estate Ltd [Entity
27 Number E0211252018-8] (Status: Active), including, but not
28 limited to, all membership interests and management rights.

1 G. All right, title and interest in the furniture, furnishings,
2 appliances and household goods in her possession.
3

4 H. All personal property and jewelry in her possession.

5 I. All of her personalties.
6

7 Petitioners agree that WILLIAM SHAWN WALLACE is hereby
8 awarded as his sole and separate property, free of any claims of AMMIE
9 ANN WALLACE, sole ownership of the following:
10

11 A. All right, title and interest in any and all bank accounts
12 or other financial institution accounts titled in WILLIAM
13 SHAWN WALLACE's sole name, or held jointly with anyone
14 other than AMMIE ANN WALLACE.
15

16 B. All right, title and interest in any automobile(s) in his
17 possession.
18

19 C. All right, title and interest in any and all retirement
20 plans, deferred compensation retirement plans, pensions,
21 profit sharing, IRA(s), KEOGH(s), 401(k)'s, stock purchase
22 rights or other pension rights or other such tax-deferred
23 retirement benefits in his name alone.
24

25 D. All right, title and interest in any and all money market
26 accounts, certificates of deposit, safe deposit boxes, stocks,
27 bonds, mutual funds and other brokerage accounts in his name
28

1 alone, or held jointly with anyone other than AMMIE ANN
2 WALLACE.
3

4 E. All right, title and interest in any businesses and/or
5 entities, including, but not limited to, all membership interests
6 and management rights.
7

8 F. All right, title and interest in the furniture, furnishings,
9 appliances and household goods in his possession.
10

11 G. All personal property and jewelry in her possession.
12

13 H. All of his personalties.
14

15 22. **Division of Community Debt.** There is no community debt
16 to be adjudicated by the Court.
17

18 Petitioners agree that AMMIE ANN WALLACE shall assume and
19 pay the following debts, and she shall further indemnify and hold
20 WILLIAM SHAWN WALLACE harmless therefrom:

21 A. Any and all debts associated with the assets awarded to
22 her herein.
23

24 B. Any and all debts in her name alone.
25

26 C. Any and all credit cards in her name alone.
27

28 D. Any and all debts incurred solely by AMMIE ANN
WALLACE since the parties' separation, which occurred on
08/01/2017.

1 Petitioners agree that WILLIAM SHAWN WALLACE shall assume
2
3 and pay the following debts, and he shall further indemnify and hold
4 AMMIE ANN WALLACE harmless therefrom:

5 A. Any and all debts associated with the assets awarded to
6
7 him herein.

8 B. Any and all debts in his name alone.

9 C. Any and all credit cards in his name alone.

10 D. Any and all student loans in his name alone.

11 E. Any and all debts incurred solely by WILLIAM SHAWN
12
13 WALLACE since the parties' separation, which occurred on
14
15 08/01/2017.

16 23. **Alimony.** Neither Petitioner should be awarded alimony.

17 24. **Tax Provisions.** Petitioners acknowledge that they have not
18
19 filed income tax returns for 2018 or 2019. With regard to 2018
20
21 and 2019 tax years only, Petitioners agree that they will
22
23 equally divide any refunds received or obligations owed.
24
25 Petitioners agree that each party shall file separate income tax
26
27 returns for 2020, as if the parties were divorced on January 1,
28
2020. Each party will report their own individual employment
earnings, income, gains and/or deductions arising from the
assets and debts awarded to them herein, and the parties

1 agree to indemnify and hold harmless the other from any tax
2 penalties or interest related to their individual tax obligation.
3

4 25. **Name Change.** AMMIE ANN WALLACE may restore her
5 maiden name: AMMIE ANN OLSON, and/or she may retain her married
6 name: AMMIE ANN WALLACE. If AMMIE ANN WALLACE desires to
7 return to her maiden name, she will submit an Order for Name Change
8 to the Court.
9
10

11 26. **Attorneys Fees and Costs.** Petitioners agree that each party
12 should bear their own attorneys' fees and costs incurred in this matter.
13 shall bear their own fees and costs associated with this matter.
14

15 27. Petitioners certify that they have disclosed all community
16 assets and debts and that there are no other community assets or debts
17 for this Court to divide.
18

19 28. Petitioners hereby request that this Court enter a Decree of
20 Divorce, incorporating into that Decree the provisions made herein.
21

22 29. It is understood by Petitioners that entry of a Decree of Divorce
23 constitutes a final adjudication of the rights and obligations of the parties
24 with respect to the status of the marriage. Petitioners each expressly give
25 up their respective rights to receive written notice of any judgment or
26 decree of divorce, and Petitioners give up their right to request formal
27 findings of fact and conclusions of law. Petitioners waive their right to
28

1 appeal the Decree of Divorce, and the right to move for a new trial.

2
3 30. It is further understood by the Petitioners that a final Decree
4 of Divorce entered by this summary procedure does not prejudice or
5 prevent the rights of either Petitioner to bring an action to set aside the
6 final decree for fraud, duress, accident, mistake or the grounds recognized
7 at law or in equity.
8

9
10 31. That as of the date of the filing of this Petition, every condition
11 set forth in NRS 125.181 has been met.

12 WHEREFORE, Petitioners pray judgment as follows:

13
14 1. That the bonds of matrimony now and heretofore existing
15 between the parties be dissolved, that Petitioners be granted an absolute
16 Decree of Divorce, and that the parties hereto be released from all the
17 obligations thereof and restored to the status of single persons.
18

19 2. That the terms agreed upon in this Joint Petition be included
20 in the Decree; and
21

22 ...

23 ...

24 ...

25 ...

26 ...

27 ...

28 ...

1 3. For such other and further relief as the Court may deem just
2
3 and proper in the premises.

4 DATED this 21 day of AUGUST, 2020.

5
6 
7

8 AMMIE ANN WALLACE
9 First Joint Petitioner

6 
7

8 WILLIAM SHAWN WALLACE
9 Second Joint Petitioner

10 THE COOLEY LAW FIRM

11 
12

13 Shelly Booth Cooley
14 Nevada State Bar No. 8992
15 10161 Park Run Drive, Suite 150
16 Las Vegas, Nevada 89145
17 Attorney for First Joint Petitioner,
18 AMMIE ANN WALLACE
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WILLIAM SHAWN WALLACE, being first duly sworn, deposes and says:

That he is the Second Joint Petitioner in the above-entitled action: that he has read the foregoing Joint Petition for Divorce and knows the contents thereof; that the same is true of his own knowledge except for those matters therein stated on information and belief and as to those matters, he believes them to be true.

ACKNOWLEDGMENT

On this 21 day of Aug., 2020, personally appeared before me, a Notary Public in and for said County and State, WILLIAM SHAWN WALLACE, known to me to be the person described herein and who executed herein and who executed the foregoing Joint Petition for Divorce, who acknowledged to me that the same was executed freely and voluntarily and for the uses and purposes therein mentioned.



Notary Public in and for
Said County and State



1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 In the Matter of the Joint Petition
for Divorce of:

CASE NO: D-20-613567-Z

7 DEPT. NO. Department S

8 Ammie Ann Wallace and
William Shawn Wallace

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11
12 Electronic service was attempted through the Eighth Judicial District Court's
13 electronic filing system, but there were no registered users on the case. The filer has been
14 notified to serve all parties by traditional means.

Steven D. Grierson

1 **MOT**
2 JOHN T. KELLEHER, ESQ.
3 Nevada Bar No. 6012
4 KELLEHER & KELLEHER, LLC
5 40 South Stephanie Street, Suite 201
6 Henderson, Nevada 89012
7 Telephone (702) 384-7494
8 Facsimile (702) 384-7545
9 kelleherjt@aol.com
10 Attorney for Defendant

11
12 **DISTRICT COURT**
13
14 **CLARK COUNTY, NEVADA**

15 AMMIE ANN WALLACE,

16 Plaintiff,

17 v.

18 WILLIAM SHAWN WALLACE,

19 Defendant.

CASE NO. D-20-613567-Z
DEPT. NO. S

Hearing Date:
Hearing Time:

Oral Argument Hearing
Requested: ☒ Yes
☐ No

20 **DEFENDANT'S MOTION TO MODIFY DECREE OF DIVORCE**

21 **NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO**
22 **THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE**
23 **THE UNDER-SIGNED COUNSEL WITH A COPY OF YOUR RESPONSE**
24 **WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT OF THIS MOTION.**
25 **FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE**
26 **COURT WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT OF THIS**
27 **MOTION MAY RESULT IN THE REQUESTED RELIEF BEING**
28 **GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE**
SCHEDULED HEARING DATE.

COMES NOW Defendant, William Shawn Wallace ("William"), by and through his attorney of record, John T. Kelleher, Esq., of the law firm of Kelleher and Kelleher, LLC, and files his Motion to Modify Decree of Divorce, more specifically the child custody and support terms set forth in the decree filed in this matter on September 10, 2020, as follows.

///

///

//

1 This Motion is made and based on the papers and pleadings on file herein,
2 the Memorandum of Points and Authorities attached hereto, the Declaration of
3 William Shawn Wallace included herein, along with any oral argument which may
4 be heard at the hearing of this Motion.

5 DATED this 18th day of June, 2021.

6 KELLEHER & KELLEHER, LLC

7
8 */s/ John T. Kelleher, Esq.*

9
10 JOHN T. KELLEHER, ESQ.
11 Nevada State Bar No. 6012
12 40 S. Stephanie Street, Suite #201
13 Henderson, Nevada 89012
14 Attorney for Defendant

15 **MEMORANDUM OF POINTS AND AUTHORITIES**

16 **I.**

17 **FACTS**

18 The parties, Ammie Ann Wallace ("Ammie") and William Shawn Wallace
19 ("William") were married on October 10, 2009 in Las Vegas. There are three (3)
20 minor children of this marriage, namely William Shawn Wallace, Jr. (10), Miller
21 Clyde Wallace (9), and Quinn Rose Wallace (6). The parties separated in August
22 of 2017. Since that time the parties have maintained separate residences and
23 cooperated in the custody of the children.

24 During the time the parties were separated the parties frequently shared the
25 children. There was never a set schedule the parties adopted and the children
26 would frequently spend time at both parent's houses. The parties cooperated in
27 asking the other party to watch the children if their individual schedules required
28 them to be away from the children.

During the time of the separation William was very involved in the

1 children's activities. He coached them on their respective baseball teams. When
2 the parties were still married and the children were young, William was that parent
3 that bathed the children nearly every night and played music with them. He taught
4 all three of the children to read, write, swim, ride a bike, play baseball, basketball,
5 roller skate, etc. William was the parent the children would call when they were
6 sick at school and the school nurse would ask whether the children wanted to call
7 mom or dad.

8 Then in March of 2020, COVID changed everything. The children were sent
9 home at the end of the school year to finish school. William was able to get
10 permission to work from home and the children began doing at-home school with
11 him. The children stayed with William three, four and sometimes five nights a
12 week.

13 During the summer of 2020 Ammie visited Texas to be with her mom
14 who was diagnosed with breast cancer. During that summer, William had the
15 children for two months. Shortly after her return from Texas, Ammie flew a
16 boyfriend from Texas to visit with her. At that point, the relationship between the
17 parties changed. Given Ammie's absence, and the new boyfriend in the residence,
18 the children did not wish to stay at her home upon her return.

19 Ammie told William that she and her new boyfriend were going to get
20 married (even though the parties were separated and not yet divorced). The parties
21 two sons reacted very negatively to the boyfriend staying at Ammie's residence and
22 the boys did not wish to go there.

23 On one particular Saturday evening, William Jr. repeatedly called William
24 telling him that he wanted his dad to come and get him because he did not want to
25 be at Ammie's home with her boyfriend. William encouraged William Jr., via text
26 messages, to hang in there. Shortly thereafter, Ammie pulls up in front of
27 William's house, pulls the boys out of her car and throws their bags into William's
28 front yard and yells that she "never wants to see" the boys again.

1 Over the following week, the children become very resistant to going over to
2 Ammie's home. The children would frequently cry and resist the exchanges. Both
3 William Jr. And Miller left Ammie's home and walked to William's house on
4 different nights. Things have never been the same since Ammie's return from
5 Texas.

6 In August of 2020, the children were still doing school from home. The
7 parties worked out a schedule for child custody which was basically that the
8 children were with Ammie from Sunday at bedtime until Tuesday after school
9 (around 3:30 p.m.). Then the children would be with William from Tuesday
10 evening until Thursday at bedtime. The parties alternated every Friday and
11 weekend. If one party had them for the weekend, the other party would have them
12 for Friday. **The parties observed this schedule from August 2020 for the first**
13 **three months of 2021—well past the time of the divorce decree and parenting**
14 **schedule contained therein.**

15 Given Ammie's stated desire to marry, the parties formalized their divorce
16 through a Joint Petition in September of 2020. Ammie was represented by a law
17 firm, but William chose to represent himself. The parties agreed on a child support
18 figure—but in the intervening three years neither party had paid the other any child
19 support, nor asked for any child support. If the children had needs the parties
20 discussed them and met them. William has generally bought all of the boys
21 clothes, while Ammie buys all of Quinn's clothes. William pays for them to play
22 sports and all related sporting equipment. William bought the children their
23 musical instruments and pays for music lessons. He pays the for the boys' phones
24 monthly and has them on his health insurance. These were all agreeable to the
25 parties prior to the divorce decree.

26 In the divorce decree, the terms of the parties heretofore arrangements were
27 materially changed. Per the proposed decree, William would only have the
28

1 children from 3:00 p.m. through 6:30 p.m. on weekdays and alternating weekends.
2 William understood this to be that schedule meant that he would remain primarily
3 responsible to help the children with their school work and extra curricular
4 activities, but not that this would be the only time he was permitted to have the
5 children with him. In point of fact, after the divorce decree was entered—and for at
6 least six months thereafter—the parties did NOT follow the schedule in the decree.
7 Rather, they continued as they had prior to the entry of the decree.

8 Similarly, with respect to financial contributions, neither party asked any
9 funds from the other. The parties simply took care of what was needed by
10 agreement. This also continued for many months after the entry of the decree.
11 William was assured that things would continue as they had been—notwithstanding
12 anything in the decree.

13 William represented himself and was assured that things would remain as
14 they had been for many years—but that all changed. In April of 2021, the children
15 returned to school for the first time in a year. At the beginning of the week they
16 were staying with Ammie per the schedule the parties had agreed to. However,
17 after the first day of school, the children reported to William that Ammie was
18 yelling at them telling them she was not prepared to have them during the house
19 that week. The children indicated that they wanted to return to William's house,
20 but Ammie began to retaliate against them for the way they felt.

21 At one point in 2020, William underwent hip surgery. The children stayed
22 with Ammie for a longer period of time while William recovered. During this time
23 Ammie yelled at the children saying that she was not prepared to have them at her
24 house for that extra time. Ammie did not let the children visit William in the
25 hospital. William learned from the children that during this time Ammie forced
26 them to stay in their rooms and made them watch Ammie cry as she tried to make
27 them feel guilty for wanting to stay at William's house.
28

1 The children called William nearly every evening upset and asking to come to
2 William's house. William called Ammie and told her he was ready to have the
3 children back at his house because he was recovering well from hip surgery and the
4 children were asking him daily to come over. Ammie responded that the children
5 were NOT going to his home.

6 William picked up the children anyway, against Ammie's wishes, and kept
7 them from Wednesday after school until Sunday evening at 6:30, as was their
8 customary agreement. When William brought back the children to Ammie, she
9 began quoting to him the divorce decree and its language stating that he would only
10 have the children for three hours a day during the week. Ammie said they were
11 now going to start following the decree in the "most minute detail."

12 Shortly thereafter, the children began begging William to fight for more time
13 with them and were crying nearly every evening he was forced to take them back to
14 Ammie at 6:30. William informed Ammie that he would be seeking a modification
15 of the custody agreement. William felt it was the right thing to do because he
16 didn't want Ammie to feel blind-sided by this—however it proved to be a mistake as
17 Ammie became even more insistent on denying William time he had previously
18 enjoyed with the children.

19 Despite having an amicable arrangement regarding the children for three
20 years after their separation, and for nearly six months after the divorce decree was
21 entered, Ammie now wants to change the way the children interact with William in
22 a vindictive manner. William asks this court to modify the custody agreement to
23 provide for joint physical custody. Similarly, to the extent Ammie is now insisting
24 on child support payments, William believes that the parties prior agreement to
25 should be recognized and not order the payment of any back child support—which
26 was never asked for by Ammie in any event until after she had turned vexatious.

27 ///

I.

LEGAL ARGUMENT

A. Custody

NRC 125C.0045 states in part:

Orders: Modification or termination; form

1. In any action for determining custody of the minor child, the court may, except as otherwise provided in this section and NRS 125C0601 to 125C.0693, inclusive, and chapter 130 of NRS:
 - (a) During the pendency of the action, at the final hearing or at any time thereafter during the minority of the child, make such an order for the custody, care, maintenance and support of the minor child as appears in his or her best interests.

NRS 125C.0035 states:

1. In any action for determining physical custody of a minor child, the sole consideration for the court is the best interests of the child. If it appears to the court that joint physical custody would be in the best interests of the child, the court may grant physical custody to the parties jointly.

The Supreme Court has held consistently that “[i]n custody matters, the polestar for judicial decision is the best interest of the child.” *Schwartz v. Schwartz*, 107 Nev. 378, 812 P.2d 1268, 1272 (1991). The Court’s utmost consideration should always be the welfare of the children. *Culbertson v. Culbertson*, 91 NEV. 230, 533 P.2d 768 (1975). The foundation of all custody determinations lies in the particular facts and circumstances of each case. *Arnold v. Arnold*, 95 Nev. 951, 604 P.2d 109 (1979).

The test for modifications of one parent having primary physical custody to joint physical custody remains unchanged as ‘being in the best interest of the child.’ See, *Traux v. Traux*, 110 Nev. 437, 874 P.2d 10 (1994) (custody reviews are subject to the best interest of the child standard of review), *Mosley v. Figliuzzi*, 113 Nev. 51, 930 P.2d 1110 (1997) (holding in part, that the child’s best interests are best served by having both a father and a mother involved in being responsible for

1 the child, and for the child knowing each parent), *Rivero v. Rivero*, 125 Nev. 410,
2 216 P.2d 213 (2009) (affirming the “best interest of the child” standard and
3 defining what “joint physical custody” means, and how child support is affected in
4 such a relationship).

5 In this matter, William details his reasoning for seeking a change to Joint
6 Physical Custody by examining the provisions of NRS 125C.0035(4):

7 (a) The wishes of the child if the child is of sufficient age and capacity to form
8 an intelligent preference as to his or her custody.

9 The three children are respectively 10, 9 and 6 years of age. They have a
10 wonderfully loving relationship with William. William is extensively involved in
11 the children’s after school activities, coaches many of their respective teams and
12 spends considerable time assisting them with their efforts. The children enjoy their
13 time with William very much.

14 (b) Any nomination of a guardian for the child by a parent.

15 William understands that his children need both parents. For that reason
16 William seeks a joint physical custody arrangement which is unquestionably in the
17 best interests of the children.

18 (c) Which parent is more likely to allow the child to have frequent associations
19 and a continuing relationship with the noncustodial parent.

20 Ammie has been the parent actively seeking to reduce the association the
21 children have with William. She has repeatedly accused William of seeing the
22 children on “her time” when the children were involved in extra-curricular
23 activities *for which William is their coach*. When Ammie needed assistance
24 watching the children, she asked William’s parents to watch the children then
25 became enraged when she learned that William had seen the children at his parent’s
26 house during “her time”, even though she was not physically present at that time.
27 Ammie’s actions show that William is the parent most likely to allow both parents
28 to have a continuing relationship with the children.

1 (d) The level of conflict between the parents.

2 The level of conflict between the parties is manageable.

3 (e) The ability of the parents to cooperate to meet the needs of the child.

4 William has cooperated with Ammie to meet the needs of the children. In
5 fact, William has demonstrated his willingness to go to great effort to make sure
6 the children participate in events they wish to, even at significant sacrifice to his
7 time and work.

8 (f) The mental and physical health of the parents.

9 Both parties are in good physical and mental health. William recently
10 underwent a hip replacement but that has not limited his ability to participate in the
11 raising of the children in any meaningful way.

12 (g) The physical, developmental and emotional needs of the child.

13 William believes that the children's physical, developmental and emotional
14 needs would be better served by a joint physical custody arrangement. As it
15 currently stands, the children are unnecessarily shuttled between events on a very
16 tight timeframe. William is given only a few hours of time with the children, much
17 of which is spent in sports activities, during which there is little time for any other
18 family activity. Often the children will be forced to do homework in the care in
19 order to complete it during the short timeframe William has the children. William
20 believes a joint physical custody schedule would better serve the children's
21 physical, developmental and emotional needs. As it currently stands, about an hour
22 before the children are to return to Ammie's, the children become anxious and
23 uneasy. This is a nightly occurrence. A joint physical custody sharing arrangement
24 would mean this anxiety will occur less often.

25 (h) The nature of the relationship of the child with each parent.

26 The children enjoy a healthy relationship with William. William believes
27 that the current primary physical custody schedule deprives the children of a deeper
28

1 relationship with him. Further, Ammie's frequent insistence that William is trying
2 to see the children during "her time" (whether she is physically present or not)
3 causes a significant amount of anxiety in the children. William believes that a
4 formalized joint physical custody arrangement would promote the best possible
5 relationship between the children and both parents.

6 (i) The ability of the child to maintain a relationship with any sibling.

7 Having joint physical custody of the children will promote these
8 relationships because the time the children spend with William will not be
9 dominated by shuttling the children too and from all of their activities in the limited
10 window of time William has with the children. This will allow the children certain
11 "down time" in which to play games, associate with one another in a non-rushed
12 way and develop their relationships more fully.

13 (j) Any history of parental abuse or neglect of the child or a sibling of the child.

14 Neither party has a history of abuse or neglect.

15 (k) Whether either parent or any other person seeking physical custody has
16 engaged in an act of domestic violence against the child, a parent of the child
17 or any other person residing with the child.

18 Neither party has been involved in an act of domestic violence.

19 (l) Whether either parent or any other person seeking physical custody has
20 committed any act of abduction against the child or any other child.

21 Neither parent has committed any act of abduction against the children or
22 any other child to the best of William's knowledge.

23 It is clear from the forgoing, and pursuant to NRS 125C.0025 and
24 125C.0035, that granting joint physical custody for the children is in their best
25 interest. The preference for joint physical custody under NRS 125C.0025 should
26 govern in this case as William has demonstrated his intent to foster meaningful
27 relationships with his children. William has sacrificed time and effort to be with
28 his children, even in the face of antagonism by Ammie. The best interests of the
children call for awarding the parties joint physical custody. William suggests this

1 court order a 2-2-3 schedule for joint physical custody.

2 **B. Child Support**

3 With respect to child support William respectfully requests that this Court
4 deny any claim for "back child support" as that was never the parties previous
5 course of conduct, William had the children approximately half of the time, and the
6 parties incomes are similar. To the extent the Court decides to recalculate the
7 amount of child support which is owed, William will abide by whatever ruling the
8 Court makes.

9 **III.**

10 **CONCLUSION**

11 WHEREFORE, the Second Joint Petitioner prays as follows:

- 12 1. That the Decree of Divorce be modified to reflect joint physical
13 custody of the minor children on the terms noted above;
14 2. That the Decree of Divorce be modified regarding child support as
15 noted above;
16 3. For such other and further relief as the Court may deem just and proper.

17 DATED this 18th day of June, 2021.

18 KELLEHER & KELLEHER, LLC

19 /s/ John T. Kelleher, Esq.

20 JOHN T. KELLEHER, ESQ.
21 Nevada State Bar No. 6012
22 40 S. Stephanie Street, Suite #201
23 Henderson, Nevada 89012
24 Attorney for Defendant
25
26
27
28

DECLARATION OF WILLIAM SHAWN WALLACE

YOUR DECLARANT, being first duly sworn, deposes and states that he has personal knowledge and is competent to testify to the following facts:

1. That your declarant is the Second Joint Petitioner in the above-captioned matter.
2. That your declarant submits this Declaration in support of his Motion to Modify Decree of Divorce.
3. That your declarant has read the foregoing Motion to Modify Decree of Divorce and knows each and every one of the contents therein to be true of his own personal knowledge.
4. That under penalty of perjury, I submit the above is true and correct to the best of my knowledge.

FURTHER YOUR DECLARANT SAYETH NAUGHT.

Dated this 18th day of June, 2021.

/s/ William Shawn Wallace

WILLIAM SHAWN WALLACE

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Ammie Ann Wallace

Plaintiff/Petitioner

v. William Shawn Wallace

Defendant/Respondent

Case No. D-20-013507-7

Dept. S

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the \$25 or \$0 filing fee in the box below.

☒ \$25	The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
-OR-	
☐ \$0	The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
☐	The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
☐	The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
☐	The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
☐	Other Excluded Motion (must specify) _____.

Step 2. Select the \$0, \$129 or \$57 filing fee in the box below.

☐ \$0	The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
☐	The Motion/Opposition is being filed in a case that was not initiated by joint petition.
☐	The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
-OR-	
☒ \$129	The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.
-OR-	
☐ \$57	The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:

☐ \$0 ☐ \$25 ☐ \$57 ☐ \$82 ☐ \$129 ☒ \$154

Party filing Motion/Opposition: Defendant Date 6/18/2021

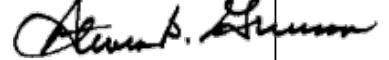
Signature of Party or Preparer

H. Shy

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**DISTRICT COURT
CLARK COUNTY, NEVADA

Electronically Filed
6/24/2021 3:48 PM
Steven D. Grierson
CLERK OF THE COURT



In the Matter of the Joint Petition for
Divorce of:
Ammie Ann Wallace and William Shawn
Wallace

Case No.: D-20-613567-Z

Department S

NOTICE OF HEARING

Please be advised that the Defendant's Motion to Modify Decree of Divorce in the
above-entitled matter is set for hearing as follows:

Date: August 12, 2021

Time: 9:15 AM

Location: Courtroom 07
Family Courts and Services Center
601 N. Pecos Road
Las Vegas, NV 89101

**NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the
Eighth Judicial District Court Electronic Filing System, the movant requesting a
hearing must serve this notice on the party by traditional means.**

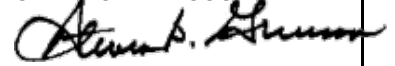
STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Shannon Emmons
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion
Rules a copy of this Notice of Hearing was electronically served to all registered users on
this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Shannon Emmons
Deputy Clerk of the Court



1 **CSERV**
2 **JOHN T. KELLEHER, ESQ.**
3 Nevada State Bar No. 6012
4 **KELLEHER & KELLEHER, LLC**
5 40 S. Stephanie Street, Suite #201
6 Henderson, Nevada 89012
7 Telephone (702) 384-7494
8 Facsimile (702) 384-7545
9 kelleherjt@aol.com
10 Attorney for Defendant

7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

9 AMMIE ANN WALLACE,)
10)
11 Plaintiff,) CASE NO.: D-20-613567-Z
12) DEPT. NO.: S
13 v.)
14)
15 WILLIAM SHAWN WALLACE,)
16)
17 Defendant.)

18 **CERTIFICATE OF SERVICE**

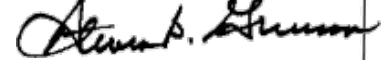
19 I hereby certify that on the 25th day of June, 2021, a true and correct copy of the above and
20 foregoing DEFENDANT'S MOTION TO MODIFY DECREE OF DIVORCE; and, NOTICE OF
21 HEARING was served electronically via E-Service Master List of Odyssey and addressed as
22 follows:

23 Shelly Booth Cooley, Esq.
24 THE COOLEY LAW FIRM
25 scooley@cooleylawlv.com
26 Attorney for Plaintiff

27 /s/ Hannah Juilfs

28 An employee of Kelleher & Kelleher, LLC

LAW OFFICES
KELLEHER & KELLEHER LLC
40 S. STEPHANIE STREET, SUITE #201
HENDERSON, NEVADA 89012
Facsimile (702) 384-7545



1 **MOT**
2 JOHN T. KELLEHER, ESQ.
3 Nevada Bar No. 6012
4 KELLEHER & KELLEHER, LLC
5 40 South Stephanie Street, Suite 201
6 Henderson, Nevada 89012
7 Telephone (702) 384-7494
8 Facsimile (702) 384-7545
9 kelleherjt@aol.com
10 Attorney for Defendant

11
12 **DISTRICT COURT**
13
14 **CLARK COUNTY, NEVADA**

15 AMMIE ANN WALLACE,
16
17 Plaintiff,

18 v.

19 WILLIAM SHAWN WALLACE,
20
21 Defendant.

CASE NO. D-20-613567-Z
DEPT. NO. S

Hearing Date:
Hearing Time:

Oral Argument Hearing
Requested: ☒ Yes
☐ No

22 **DEFENDANT'S MOTION TO MODIFY DECREE OF DIVORCE**

23 **NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO**
24 **THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE**
25 **THE UNDER-SIGNED COUNSEL WITH A COPY OF YOUR RESPONSE**
26 **WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT OF THIS MOTION.**
27 **FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE**
28 **COURT WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT OF THIS**
MOTION MAY RESULT IN THE REQUESTED RELIEF BEING
GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE
SCHEDULED HEARING DATE.

COMES NOW Defendant, William Shawn Wallace ("William"), by and through
his attorney of record, John T. Kelleher, Esq., of the law firm of Kelleher and
Kelleher, LLC, and files his Motion to Modify Decree of Divorce, more
specifically the child custody and support terms set forth in the decree filed in this
matter on September 10, 2020, as follows.

///

///

//

1 This Motion is made and based on the papers and pleadings on file herein,
2 the Memorandum of Points and Authorities attached hereto, the Declaration of
3 William Shawn Wallace included herein, along with any oral argument which may
4 be heard at the hearing of this Motion.

5 DATED this 18th day of June, 2021.

6 KELLEHER & KELLEHER, LLC

7
8 */s/ John T. Kelleher, Esq.*

9
10 JOHN T. KELLEHER, ESQ.
11 Nevada State Bar No. 6012
12 40 S. Stephanie Street, Suite #201
13 Henderson, Nevada 89012
14 Attorney for Defendant

15 **MEMORANDUM OF POINTS AND AUTHORITIES**

16 **I.**

17 **FACTS**

18 The parties, Ammie Ann Wallace ("Ammie") and William Shawn Wallace
19 ("William") were married on October 10, 2009 in Las Vegas. There are three (3)
20 minor children of this marriage, namely William Shawn Wallace, Jr. (10), Miller
21 Clyde Wallace (9), and Quinn Rose Wallace (6). The parties separated in August
22 of 2017. Since that time the parties have maintained separate residences and
23 cooperated in the custody of the children.

24 During the time the parties were separated the parties frequently shared the
25 children. There was never a set schedule the parties adopted and the children
26 would frequently spend time at both parent's houses. The parties cooperated in
27 asking the other party to watch the children if their individual schedules required
28 them to be away from the children.

During the time of the separation William was very involved in the

1 children's activities. He coached them on their respective baseball teams. When
2 the parties were still married and the children were young, William was that parent
3 that bathed the children nearly every night and played music with them. He taught
4 all three of the children to read, write, swim, ride a bike, play baseball, basketball,
5 roller skate, etc. William was the parent the children would call when they were
6 sick at school and the school nurse would ask whether the children wanted to call
7 mom or dad.

8 Then in March of 2020, COVID changed everything. The children were sent
9 home at the end of the school year to finish school. William was able to get
10 permission to work from home and the children began doing at-home school with
11 him. The children stayed with William three, four and sometimes five nights a
12 week.

13 During the summer of 2020 Ammie visited Texas to be with her mom
14 who was diagnosed with breast cancer. During that summer, William had the
15 children for two months. Shortly after her return from Texas, Ammie flew a
16 boyfriend from Texas to visit with her. At that point, the relationship between the
17 parties changed. Given Ammie's absence, and the new boyfriend in the residence,
18 the children did not wish to stay at her home upon her return.

19 Ammie told William that she and her new boyfriend were going to get
20 married (even though the parties were separated and not yet divorced). The parties
21 two sons reacted very negatively to the boyfriend staying at Ammie's residence and
22 the boys did not wish to go there.

23 On one particular Saturday evening, William Jr. repeatedly called William
24 telling him that he wanted his dad to come and get him because he did not want to
25 be at Ammie's home with her boyfriend. William encouraged William Jr., via text
26 messages, to hang in there. Shortly thereafter, Ammie pulls up in front of
27 William's house, pulls the boys out of her car and throws their bags into William's
28 front yard and yells that she "never wants to see" the boys again.

1 Over the following week, the children become very resistant to going over to
2 Ammie's home. The children would frequently cry and resist the exchanges. Both
3 William Jr. And Miller left Ammie's home and walked to William's house on
4 different nights. Things have never been the same since Ammie's return from
5 Texas.

6 In August of 2020, the children were still doing school from home. The
7 parties worked out a schedule for child custody which was basically that the
8 children were with Ammie from Sunday at bedtime until Tuesday after school
9 (around 3:30 p.m.). Then the children would be with William from Tuesday
10 evening until Thursday at bedtime. The parties alternated every Friday and
11 weekend. If one party had them for the weekend, the other party would have them
12 for Friday. **The parties observed this schedule from August 2020 for the first**
13 **three months of 2021—well past the time of the divorce decree and parenting**
14 **schedule contained therein.**

15 Given Ammie's stated desire to marry, the parties formalized their divorce
16 through a Joint Petition in September of 2020. Ammie was represented by a law
17 firm, but William chose to represent himself. The parties agreed on a child support
18 figure—but in the intervening three years neither party had paid the other any child
19 support, nor asked for any child support. If the children had needs the parties
20 discussed them and met them. William has generally bought all of the boys
21 clothes, while Ammie buys all of Quinn's clothes. William pays for them to play
22 sports and all related sporting equipment. William bought the children their
23 musical instruments and pays for music lessons. He pays the for the boys' phones
24 monthly and has them on his health insurance. These were all agreeable to the
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26 In the divorce decree, the terms of the parties heretofore arrangements were
27 materially changed. Per the proposed decree, William would only have the
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1 children from 3:00 p.m. through 6:30 p.m. on weekdays and alternating weekends.
2 William understood this to be that schedule meant that he would remain primarily
3 responsible to help the children with their school work and extra curricular
4 activities, but not that this would be the only time he was permitted to have the
5 children with him. In point of fact, after the divorce decree was entered—and for at
6 least six months thereafter—the parties did NOT follow the schedule in the decree.
7 Rather, they continued as they had prior to the entry of the decree.

8 Similarly, with respect to financial contributions, neither party asked any
9 funds from the other. The parties simply took care of what was needed by
10 agreement. This also continued for many months after the entry of the decree.
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14 they had been for many years—but that all changed. In April of 2021, the children
15 returned to school for the first time in a year. At the beginning of the week they
16 were staying with Ammie per the schedule the parties had agreed to. However,
17 after the first day of school, the children reported to William that Ammie was
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19 that week. The children indicated that they wanted to return to William's house,
20 but Ammie began to retaliate against them for the way they felt.

21 At one point in 2020, William underwent hip surgery. The children stayed
22 with Ammie for a longer period of time while William recovered. During this time
23 Ammie yelled at the children saying that she was not prepared to have them at her
24 house for that extra time. Ammie did not let the children visit William in the
25 hospital. William learned from the children that during this time Ammie forced
26 them to stay in their rooms and made them watch Ammie cry as she tried to make
27 them feel guilty for wanting to stay at William's house.
28

1 The children called William nearly every evening upset and asking to come to
2 William's house. William called Ammie and told her he was ready to have the
3 children back at his house because he was recovering well from hip surgery and the
4 children were asking him daily to come over. Ammie responded that the children
5 were NOT going to his home.

6 William picked up the children anyway, against Ammie's wishes, and kept
7 them from Wednesday after school until Sunday evening at 6:30, as was their
8 customary agreement. When William brought back the children to Ammie, she
9 began quoting to him the divorce decree and its language stating that he would only
10 have the children for three hours a day during the week. Ammie said they were
11 now going to start following the decree in the "most minute detail."

12 Shortly thereafter, the children began begging William to fight for more time
13 with them and were crying nearly every evening he was forced to take them back to
14 Ammie at 6:30. William informed Ammie that he would be seeking a modification
15 of the custody agreement. William felt it was the right thing to do because he
16 didn't want Ammie to feel blind-sided by this—however it proved to be a mistake as
17 Ammie became even more insistent on denying William time he had previously
18 enjoyed with the children.

19 Despite having an amicable arrangement regarding the children for three
20 years after their separation, and for nearly six months after the divorce decree was
21 entered, Ammie now wants to change the way the children interact with William in
22 a vindictive manner. William asks this court to modify the custody agreement to
23 provide for joint physical custody. Similarly, to the extent Ammie is now insisting
24 on child support payments, William believes that the parties prior agreement to
25 should be recognized and not order the payment of any back child support—which
26 was never asked for by Ammie in any event until after she had turned vexatious.

27 ///

I.

LEGAL ARGUMENT

A. Custody

NRC 125C.0045 states in part:

Orders: Modification or termination; form

1. In any action for determining custody of the minor child, the court may, except as otherwise provided in this section and NRS 125C0601 to 125C.0693, inclusive, and chapter 130 of NRS:

(a) During the pendency of the action, at the final hearing or at any time thereafter during the minority of the child, make such an order for the custody, care, maintenance and support of the minor child as appears in his or her best interests.

NRS 125C.0035 states:

1. In any action for determining physical custody of a minor child, the sole consideration for the court is the best interests of the child. If it appears to the court that joint physical custody would be in the best interests of the child, the court may grant physical custody to the parties jointly.

The Supreme Court has held consistently that “[i]n custody matters, the polestar for judicial decision is the best interest of the child.” *Schwartz v. Schwartz*, 107 Nev. 378, 812 P.2d 1268, 1272 (1991). The Court’s utmost consideration should always be the welfare of the children. *Culbertson v. Culbertson*, 91 NEV. 230, 533 P.2d 768 (1975). The foundation of all custody determinations lies in the particular facts and circumstances of each case. *Arnold v. Arnold*, 95 Nev. 951, 604 P.2d 109 (1979).

The test for modifications of one parent having primary physical custody to joint physical custody remains unchanged as ‘being in the best interest of the child.’ See, *Traux v. Traux*, 110 Nev. 437, 874 P.2d 10 (1994) (custody reviews are subject to the best interest of the child standard of review), *Mosley v. Figliuzzi*, 113 Nev. 51, 930 P.2d 1110 (1997) (holding in part, that the child’s best interests are best served by having both a father and a mother involved in being responsible for

1 the child, and for the child knowing each parent), *Rivero v. Rivero*, 125 Nev. 410,
2 216 P.2d 213 (2009) (affirming the “best interest of the child” standard and
3 defining what “joint physical custody” means, and how child support is affected in
4 such a relationship).

5 In this matter, William details his reasoning for seeking a change to Joint
6 Physical Custody by examining the provisions of NRS 125C.0035(4):

7 (a) The wishes of the child if the child is of sufficient age and capacity to form
8 an intelligent preference as to his or her custody.

9 The three children are respectively 10, 9 and 6 years of age. They have a
10 wonderfully loving relationship with William. William is extensively involved in
11 the children’s after school activities, coaches many of their respective teams and
12 spends considerable time assisting them with their efforts. The children enjoy their
13 time with William very much.

14 (b) Any nomination of a guardian for the child by a parent.

15 William understands that his children need both parents. For that reason
16 William seeks a joint physical custody arrangement which is unquestionably in the
17 best interests of the children.

18 (c) Which parent is more likely to allow the child to have frequent associations
19 and a continuing relationship with the noncustodial parent.

20 Ammie has been the parent actively seeking to reduce the association the
21 children have with William. She has repeatedly accused William of seeing the
22 children on “her time” when the children were involved in extra-curricular
23 activities *for which William is their coach*. When Ammie needed assistance
24 watching the children, she asked William’s parents to watch the children then
25 became enraged when she learned that William had seen the children at his parent’s
26 house during “her time”, even though she was not physically present at that time.
27 Ammie’s actions show that William is the parent most likely to allow both parents
28 to have a continuing relationship with the children.

1 (d) The level of conflict between the parents.

2 The level of conflict between the parties is manageable.

3 (e) The ability of the parents to cooperate to meet the needs of the child.

4 William has cooperated with Ammie to meet the needs of the children. In
5 fact, William has demonstrated his willingness to go to great effort to make sure
6 the children participate in events they wish to, even at significant sacrifice to his
7 time and work.

8 (f) The mental and physical health of the parents.

9 Both parties are in good physical and mental health. William recently
10 underwent a hip replacement but that has not limited his ability to participate in the
11 raising of the children in any meaningful way.

12 (g) The physical, developmental and emotional needs of the child.

13 William believes that the children's physical, developmental and emotional
14 needs would be better served by a joint physical custody arrangement. As it
15 currently stands, the children are unnecessarily shuttled between events on a very
16 tight timeframe. William is given only a few hours of time with the children, much
17 of which is spent in sports activities, during which there is little time for any other
18 family activity. Often the children will be forced to do homework in the care in
19 order to complete it during the short timeframe William has the children. William
20 believes a joint physical custody schedule would better serve the children's
21 physical, developmental and emotional needs. As it currently stands, about an hour
22 before the children are to return to Ammie's, the children become anxious and
23 uneasy. This is a nightly occurrence. A joint physical custody sharing arrangement
24 would mean this anxiety will occur less often.

25 (h) The nature of the relationship of the child with each parent.

26 The children enjoy a healthy relationship with William. William believes
27 that the current primary physical custody schedule deprives the children of a deeper
28

1 relationship with him. Further, Ammie's frequent insistence that William is trying
2 to see the children during "her time" (whether she is physically present or not)
3 causes a significant amount of anxiety in the children. William believes that a
4 formalized joint physical custody arrangement would promote the best possible
5 relationship between the children and both parents.

6 (i) The ability of the child to maintain a relationship with any sibling.

7 Having joint physical custody of the children will promote these
8 relationships because the time the children spend with William will not be
9 dominated by shuttling the children too and from all of their activities in the limited
10 window of time William has with the children. This will allow the children certain
11 "down time" in which to play games, associate with one another in a non-rushed
12 way and develop their relationships more fully.

13 (j) Any history of parental abuse or neglect of the child or a sibling of the child.

14 Neither party has a history of abuse or neglect.

15 (k) Whether either parent or any other person seeking physical custody has
16 engaged in an act of domestic violence against the child, a parent of the child
17 or any other person residing with the child.

18 Neither party has been involved in an act of domestic violence.

19 (l) Whether either parent or any other person seeking physical custody has
20 committed any act of abduction against the child or any other child.

21 Neither parent has committed any act of abduction against the children or
22 any other child to the best of William's knowledge.

23 It is clear from the forgoing, and pursuant to NRS 125C.0025 and
24 125C.0035, that granting joint physical custody for the children is in their best
25 interest. The preference for joint physical custody under NRS 125C.0025 should
26 govern in this case as William has demonstrated his intent to foster meaningful
27 relationships with his children. William has sacrificed time and effort to be with
28 his children, even in the face of antagonism by Ammie. The best interests of the
children call for awarding the parties joint physical custody. William suggests this

1 court order a 2-2-3 schedule for joint physical custody.

2 **B. Child Support**

3 With respect to child support William respectfully requests that this Court
4 deny any claim for "back child support" as that was never the parties previous
5 course of conduct, William had the children approximately half of the time, and the
6 parties incomes are similar. To the extent the Court decides to recalculate the
7 amount of child support which is owed, William will abide by whatever ruling the
8 Court makes.

9 **III.**

10 **CONCLUSION**

11 WHEREFORE, the Second Joint Petitioner prays as follows:

- 12 1. That the Decree of Divorce be modified to reflect joint physical
13 custody of the minor children on the terms noted above;
- 14 2. That the Decree of Divorce be modified regarding child support as
15 noted above;
- 16 3. For such other and further relief as the Court may deem just and proper.

17 DATED this 18th day of June, 2021.

18 KELLEHER & KELLEHER, LLC

19 /s/ John T. Kelleher, Esq.

20 JOHN T. KELLEHER, ESQ.
21 Nevada State Bar No. 6012
22 40 S. Stephanie Street, Suite #201
23 Henderson, Nevada 89012
24 Attorney for Defendant
25
26
27
28

DECLARATION OF WILLIAM SHAWN WALLACE

YOUR DECLARANT, being first duly sworn, deposes and states that he has personal knowledge and is competent to testify to the following facts:

1. That your declarant is the Second Joint Petitioner in the above-captioned matter.
2. That your declarant submits this Declaration in support of his Motion to Modify Decree of Divorce.
3. That your declarant has read the foregoing Motion to Modify Decree of Divorce and knows each and every one of the contents therein to be true of his own personal knowledge.
4. That under penalty of perjury, I submit the above is true and correct to the best of my knowledge.

FURTHER YOUR DECLARANT SAYETH NAUGHT.

Dated this 18th day of June, 2021.

/s/ William Shawn Wallace

WILLIAM SHAWN WALLACE

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Ammie Ann Wallace

Plaintiff/Petitioner

v. William Shawn Wallace

Defendant/Respondent

Case No. D-20-013507-7

Dept. S

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the \$25 or \$0 filing fee in the box below.

☒ \$25	The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
-OR-	
☐ \$0	The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
☐	The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
☐	The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
☐	The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
☐	Other Excluded Motion (must specify) _____.

Step 2. Select the \$0, \$129 or \$57 filing fee in the box below.

☐ \$0	The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
☐	The Motion/Opposition is being filed in a case that was not initiated by joint petition.
☐	The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
-OR-	
☒ \$129	The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.
-OR-	
☐ \$57	The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:

☐ \$0 ☐ \$25 ☐ \$57 ☐ \$82 ☐ \$129 ☒ \$154

Party filing Motion/Opposition: Defendant Date 6/18/2021

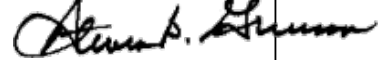
Signature of Party or Preparer

H. Shy

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**DISTRICT COURT
CLARK COUNTY, NEVADA

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Steven D. Grierson
CLERK OF THE COURT



In the Matter of the Joint Petition for
Divorce of:
Ammie Ann Wallace and William Shawn
Wallace

Case No.: D-20-613567-Z

Department S

NOTICE OF HEARING

Please be advised that the Defendant's Motion to Modify Decree of Divorce in the
above-entitled matter is set for hearing as follows:

Date: August 12, 2021

Time: 9:15 AM

Location: Courtroom 07
Family Courts and Services Center
601 N. Pecos Road
Las Vegas, NV 89101

**NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the
Eighth Judicial District Court Electronic Filing System, the movant requesting a
hearing must serve this notice on the party by traditional means.**

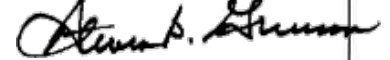
STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Shannon Emmons
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion
Rules a copy of this Notice of Hearing was electronically served to all registered users on
this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Shannon Emmons
Deputy Clerk of the Court



1 **EXMT**
2 JOHN T. KELLEHER, ESQ.
3 Nevada Bar No. 6012
4 KELLEHER & KELLEHER, LLC
5 40 South Stephanie Street, Suite 201
6 Henderson, Nevada 89012
7 Telephone (702) 384-7494
8 Facsimile (702) 384-7545
9 kelleherjt@aol.com
10 Attorney for Defendant

11 **DISTRICT COURT -FAMILY DIVISION**
12 **CLARK COUNTY, NEVADA**

13 AMMIE ANN WALLACE,
14
15 Plaintiff,

16 v.

17 WILLIAM SHAWN WALLACE,
18
19 Defendant.

CASE NO. D-20-613567-Z
DEPT. NO. S

Hearing Date:
Hearing Time:

Oral Argument Hearing
Requested: ☒ Yes
☐ No

20 **EX PARTE APPLICATION FOR AN ORDER SHORTENING TIME**

21 COMES NOW William Wallace, by and through his attorney, John T.
22 Kelleher, Esq., of the law firm KELLEHER & KELLEHER, LLC and hereby files
23 his request for an order shortening time on his Motion filed June 18, 2021.

24 This *ex parte* motion is made pursuant to EDCR 5.513 and is based upon the
25 pleadings and papers on file herein, and John T. Kelleher's Affidavit attached
26 hereto.

27 DATED this 28 day of June, 2021.

28 KELLEHER & KELLEHER, LLC

JOHN T. KELLEHER, ESQ.
Nevada Bar No. 6012
40 S. Stephanie Street, Suite #201
Henderson, Nevada 89012
Attorney for Defendant

LAW OFFICES
KELLEHER & KELLEHER LLC
40 S. Stephanie Street, Suite #201
Henderson, Nevada 89012
(702) 384-7494
Facsimile (702) 384-7545

AFFIDAVIT OF JOHN T. KELLEHER, ESQ.

STATE OF NEVADA }
COUNTY OF CLARK } ss:

JOHN T. KELLEHER, ESQ, being of lawful age and first duly sworn,
deposes and states:

1. I am an attorney at Kelleher & Kelleher, LLC, counsel for Defendant William Wallace.

2. On June 18, 2021, Defendant filed a Motion to Modify the Decree of Divorce. A hearing is currently set for August 12, 2021 at 9:15am.

3. There are three (3) minor children of this marriage, namely William (Will) Shawn Wallace, Jr. (11), Miller Clyde Wallace (9), and Quinn Rose Wallace (6).

4. By way of brief background, the parties separated in 2017, but since that time the parties have maintained separate residences and cooperated in the custody of the children. During the time the parties were separated, the parties frequently shared the children. The parties never adopted a set schedule and the children would frequently spend time at both parent's houses.

5. When the COVID-19 pandemic began in March 2020, the children were sent home to finish the school year. William was able to get permission to work from home and the children began doing at-home school with him. The children stayed with William three, four and sometimes five nights a week.

6. During the summer of 2020, William had the children with him for two months while Plaintiff was in Texas with her family.

7. Shortly after Plaintiff returned from Texas, Plaintiff told William she had a boyfriend, he was staying in her residence, and they were going to get married. Since the parties were not yet divorced, this was very upsetting and uncomfortable for the children and the parties two sons reacted very negatively to

1 the boyfriend staying at Plaintiff's residence. They started expressing to William
2 that they did not wish to stay at her home and became very resistant to going over
3 to Plaintiff's home. The children would frequently cry and resist the exchanges.

4 8. In August of 2020, the children were still doing school from home. The
5 parties worked out a schedule for child custody which was basically that the
6 children were with Plaintiff from Sunday at bedtime until Tuesday after school
7 (around 3:30 p.m.). Then the children would be with William from Tuesday
8 evening until Thursday at bedtime. The parties alternated every Friday and
9 weekend. If one party had them for the weekend, the other party would have them
10 for Friday.

11 9. When Plaintiff announced she was getting married to the boyfriend, the
12 parties formalized their divorce through a Joint Petition in September of 2020.
13 Plaintiff was represented by a law firm, but William represented himself. Although
14 the parties agreed on a child support figure, in the previous three years neither party
15 had paid the other any child support, nor asked for any child support. If the
16 children had needs the parties discussed them and met them. William has generally
17 bought all of the boys clothes, while Plaintiff buys all of Quinn's clothes. William
18 pays for them to play sports and all related sporting equipment. William bought
19 the children their musical instruments and pays for music lessons. He pays for
20 the boys' phones monthly and has them on his health insurance. These were all
21 agreeable to the parties prior to the divorce decree.

22 10. After the divorce decree was entered—and for at least six months
23 thereafter—the parties did NOT follow the schedule in the decree. Rather, they
24 continued as they had prior to the entry of the decree.

25 11. Similarly, with respect to financial contributions, neither party asked
26 any funds from the other. The parties simply took care of what was needed by
27 agreement. This also continued for many months after the entry of the decree.
28 William was assured that things would continue as they had been—notwithstanding

anything in the decree.

12. In April of 2021, the children returned to school for the first time in a year. At the beginning of the week they were staying with Plaintiff per the schedule the parties had agreed to. However, after the first day of school, the children reported to William that Plaintiff was yelling at them telling them she was not prepared to have them during the house that week. The children indicated that they wanted to return to William's house, but Plaintiff began to retaliate against them for the way they felt.

13. All of a sudden, Plaintiff decided she was going to start following the decree in the "most minute detail." She refused to let William have the children for more than what the Decree provided for which was from 3:00pm to 6:30pm on weekends and then alternating weekends.

14. Once Plaintiff started following this schedule, the children began begging William to fight for more time with them and were crying nearly every evening when he was forced to take them back to Plaintiff at 6:30. William informed Plaintiff that he would be seeking a modification of the custody agreement.

15. In retaliation, Plaintiff has vindictively opened a child support case and William's wages are now being garnished. William is still investigating how this garnishment was put in place without due process.

16. Around midnight of June 23-24, 2021, William received a call from his 11 year old son Will who was very distraught that he had not had seen William in seven (7) days.

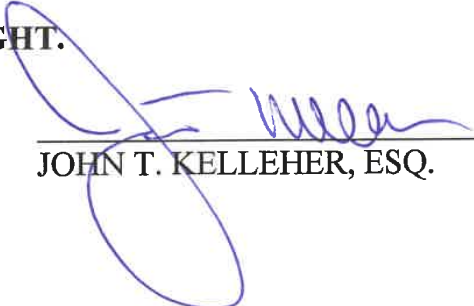
17. Despite having an amicable arrangement regarding the children for three years after their separation, and for nearly six months after the divorce decree was entered, Plaintiff now wants to change the way the children interact with William in a vindictive manner.

18. As a result of Plaintiff's actions, William would request this matter be

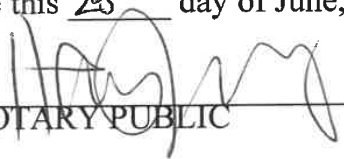
1 heard on an order shortening time. The children are very upset and distraught and
2 are pleading to be with William. A wage garnishment has been put in place despite
3 the parties having followed their de facto financial agreement for three years before
4 the divorce and from the time of divorce until approximately April 2021.

5 19. This matter needs to be heard on an order shortening time. I thank the
6 Court for its consideration in this matter.

7 **FURTHER AFFIANT SAYETH NAUGHT.**

8 
9 JOHN T. KELLEHER, ESQ.

10 SUBSCRIBED and SWORN to before
11 me this 23 day of June, 2021.

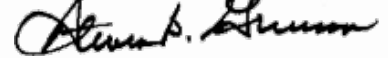
12 
13 NOTARY PUBLIC



FDF

Name: John T. Kelleher, Esq.
Address: 40. S. Stephanie Street, Suite #201
Henderson, Nevada 89012
Phone: 702-384-7494
Email: kelleherjt@aol.com
Attorney for Defendant
Nevada State Bar No. 6012

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6/29/2021 9:35 AM
Steven D. Grierson
CLERK OF THE COURT



Eighth Judicial District Court
Clark County, Nevada

<u>AMMIE ANN WALLACE</u> Plaintiff, vs. <u>WILLIAM SHAWN WALLACE</u> Defendant.	Case No. <u>D-20-613567-Z</u> Dept. <u>S</u>
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GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (*first, middle, last*) William Shawn Wallace
2. How old are you? 45
3. What is your date of birth? 09/25/1975
4. What is your highest level of education? Bachelors Degree

B. Employment Information:

1. Are you currently employed/ self-employed? (☒ check one)
☐ No
☒ Yes If yes, complete the table below. Attached an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
01/06/2020	Greater Nevada Mortgage	Regional Sales	M-F	8-5
		Manager		

2. Are you disabled? (☒ check one)
☒ No
☐ Yes If yes, what is your level of disability? _____
What agency certified you disabled? _____
What is the nature of your disability? _____

C. Prior Employment: If you are unemployed or have been working at your current job for less than 2 years, complete the following information.

Prior Employer: Olympic Cabinetry Date of Hire: _____ Date of Termination: _____
Reason for Leaving: _____

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending 06/15/2021 my gross year to date pay is \$22,600.00.

B. Determine your Gross Monthly Income.

Hourly Wage

	×		=	\$0.00	×	52	=	\$0.00	÷	12	=	\$0.00
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

\$120,000.00	÷	12	=	\$10,000.00
Annual Income		Months		Gross Monthly Income

C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses	-		
Car, Housing, or Other allowance:	-		
Commissions or Tips:	-		
Net Rental Income:	-		
Overtime Pay	-		
Pension/Retirement:	-		
Social Security Income (SSI):	-		
Social Security Disability (SSD):	-		
Spousal Support	-		
Child Support	-		
Workman's Compensation	-		
Other:	-		
Total Average Other Income Received			\$0.00

Total Average Gross Monthly Income (add totals from B and C above)	\$10,000.00
--	-------------

D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	1,100.00
2.	Federal Health Savings Plan	125.00
3.	Federal Income Tax	1,157.36
4.	Health Insurance Amount for you: \$180.00 For Opposing Party: _____ For your Child(ren): \$125.00	305.00
5.	Life, Disability, or Other Insurance Premiums	31.00
6.	Medicare	122.46
7.	Retirement, Pension, IRA, or 401(k)	528.00
8.	Savings	
9.	Social Security	523.58
10.	Union Dues	
11.	Other: (Type of Deduction) Dental	50.00
Total Monthly Deductions (Lines 1-11)		3,942.40

Business/Self-Employment Income & Expense Schedule**A. Business Income:**

What is your average gross (pre-tax) monthly income/revenue from self-employment or businesses?
\$ _____

B. Business Expenses: Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising			
Car and truck used for business			
Commissions, wages or fees			
Business Entertainment/Travel			
Insurance			
Legal and professional			
Mortgage or Rent			
Pension and profit-sharing plans			
Repairs and maintenance			
Supplies			
Taxes and licenses (include est. tax payments)			
Utilities			
Other:			
Total Average Business Expenses			0.00

Personal Expense Schedule (Monthly)

A. Fill in the table with the amount of money **you** spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me ☑	Other Party ☑	For Both ☑
Alimony/Spousal Support				
Auto Insurance	90.00	✓		
Car Loan/Lease Payment				
Cell Phone	255.00	✓		
Child Support (not deducted from pay)				
Clothing, Shoes, Etc...				
Credit Card Payments (minimum due)	750.00	✓		
Dry Cleaning				
Electric	190.00	✓		
Food (groceries & restaurants)	850.00	✓		
Fuel	300.00	✓		
Gas (for home)	80.00	✓		
Health Insurance (not deducted from pay)				
HOA				
Home Insurance (if not included in mortgage)	16.00	✓		
Home Phone				
Internet/Cable	89.00	✓		
Lawn Care				
Membership Fees				
Mortgage/Rent/Lease	2,400.00	✓		
Pest Control	60.00	✓		
Pets				
Pool Service				
Property Taxes (if not included in mortgage)				
Security				
Sewer				
Student Loans				
Unreimbursed Medical Expense				
Water	67.00	✓		
Other:				
Total Monthly Expenses	5,147.00			

Household Information

- A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attached a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 st	William S. Wallace Jr.	06/24/10	Both	Yes	No
2 nd	Miller Wallace	05/15/12	Both	Yes	No
3 rd	Quinn R. Wallace	01/18/15	Both	Yes	No
4 th					

- B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1 st Child	2 nd Child	3 rd Child	4 th Child
Cellular Phone	70.84	34.17		
Child Care				
Clothing				
Education				
Entertainment	100.00	100.00	100.00	
Extracurricular & Sports	550.83	550.83	550.83	
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses				
Vehicle				
Other:				
Total Monthly Expenses	721.67	685.00	650.83	0.00

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attached a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution

Personal Asset and Debt Chart

A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

Line	Description of Asset and Debt Thereon	Gross Value	Total Amount Owed	Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	401k	\$ 16,284.00	- \$ 0.00	= \$ 16,284.00	Mine
2.	Cadillac	\$ 23,824.00	- \$ 24,037.00	= \$ -213.00	Mine
3.		\$	- \$	= \$ 0.00	
4.		\$	- \$	= \$ 0.00	
5.		\$	- \$	= \$ 0.00	
6.		\$	- \$	= \$ 0.00	
7.		\$	- \$	= \$ 0.00	
8.		\$	- \$	= \$ 0.00	
9.		\$	- \$	= \$ 0.00	
10.		\$	- \$	= \$ 0.00	
11.		\$	- \$	= \$ 0.00	
12.		\$	- \$	= \$ 0.00	
13.		\$	- \$	= \$ 0.00	
14.		\$	- \$	= \$ 0.00	
15.		\$	- \$	= \$ 0.00	
Total Value of Assets (add lines 1-15)		\$ 40,108.00	- \$ 24,037.00	= \$ 16,071.00	

B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	RC Willey	\$ 750.00	Mine
2.	Synchrony	\$ 2,955.00	Mine
3.	Kohls	\$ 148.00	Mine
4.		\$	
5.		\$	
6.		\$	
Total Unsecured Debt (add lines 1-6)		\$ 3,853.00	

CERTIFICATION

Attorney Information: Complete the following sentences:

1. I (have/have not) HAVE retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$ 7,000 on my behalf.
3. I have a credit with my attorney in the amount of \$ 6948.83.
4. I currently owe my attorney a total of \$ 0.
5. I owe my prior attorney a total of \$ 0.

IMPORTANT: Read the following paragraphs carefully and initial each one.

WW I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

WW I have attached a copy of my 3 most recent pay stubs to this form.

WW I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.

 I have not attached a copy of my pay stubs to this form because I am currently unemployed.

Wlad S. Ulal
Signature

5/19/21
Date

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of June, 2021, a true and correct copy of the above and foregoing FINANCIAL DISCLOSURE FORM was served electronically via E-Service Master List of Odyssey and addressed as follows:

Shelly Booth Cooley, Esq.
THE COOLEY LAW FIRM
scooley@cooleylawlv.com
Attorney for Plaintiff


An employee of Kelleher & Kelleher, LLC

Earnings Statement

WILLIAM WALLACE

Pay Date: 05/21/2021
Period Start: 05/01/2021
Period End: 05/15/2021

Company: ORN06 - GREATER NEVADA LLC
451 EAGLE STATION LN
CARSON CITY NV 89701 (775) 888-6999

Emp #: B001
Dept: 301D - MORTGAGE SALES
Pay Basis: Salary

	Rate	Hours/Units	Current Period	Year To Date
Earnings				
Regular			2500.00	19415.29
Holiday			0.00	923.08
Sick (Exempt)			0.00	2307.69
Vacation (NPTO Exempt)			0.00	1153.85
Bonus Supp			0.00	9055.00
Commission			0.00	448.00
Commission Employee Draw			1900.00	18800.00
Gross			4400.00	52102.91
W/H Taxes				
Federal W/H(S)			578.68	7570.92
Medicare			61.22	729.75
Social Security			261.79	3120.33
Deductions				
401k %			264.00	3126.18
Anthem Medical			90.00	900.00
Dental			25.00	250.00
HSA EE FAMILY			62.50	625.00
Vol Life Child			1.00	10.00
Vol Life Employee			14.50	125.69
Net Pay			3041.31	35645.04
Net Pay Distribution				
Direct Deposit Net Check			3041.31	35645.04 A/C:3870
Employee Benefits, Allowances, and Other				
			Current Period	Year To Date
401k % - Match			198.00	2344.63 *Company Match
Personal Leave Birthday Day Hours			0.00	8.00 0.00 8.00
Sick Exempt Hours			4.33	142.89 80.00 62.89
Unpaid Corporate Sponsored or Commu			0.00	9999.00 0.00 9999.00
Vacation NPTO Exempt Hours			5.00	125.00 0.00 125.00
HSA ER FAMILY			0.00	750.00 *Memo Only

GREATER NEVADA LLC
451 EAGLE STATION LN
CARSON CITY, NV 89701

Voucher No. 310835162DD

DATE: 05/21/2021

Dept: 301D

Net Pay:

3041.31

Three Thousand Forty One And 31/100 Dollars

WILLIAM WALLACE
9382 MONTEREY CLIFFS AVE.
LAS VEGAS, NV 89148

For Record Purposes Only
****NON-NEGOTIABLE****

Earnings Statement

WILLIAM WALLACE

Pay Date: 06/04/2021 Company: ORN06 - GREATER NEVADA LLC Emp #: B001
 Period Start: 05/16/2021 451 EAGLE STATION LN Dept: 301D - MORTGAGE SALES
 Period End: 05/31/2021 CARSON CITY NV 89701 (775) 888-6999 Pay Basis: Salary

	Rate	Hours/Units	Current Period	Year To Date
Earnings				
Regular			2269.23	21684.52
Holiday			230.77	1153.85
Sick (Exempt)			0.00	2307.69
Vacation (NPTO Exempt)			0.00	1153.85
Bonus Supp			0.00	9055.00
Commission			0.00	448.00
Commission Employee Draw			1900.00	20700.00
Gross			4400.00	56502.91
W/H Taxes				
Federal W/H(S)			578.68	8149.60
Medicare			61.23	790.98
Social Security			261.80	3382.13
Deductions				
401k %			264.00	3390.18
Anthem Medical			90.00	990.00
Dental			25.00	275.00
HSA EE FAMILY			62.50	687.50
Vol Life Child			1.00	11.00
Vol Life Employee			14.50	140.19
Net Pay			3041.29	38686.33
Net Pay Distribution				
Direct Deposit Net Check			3041.29	38686.33 A/C:3870
Employee Benefits, Allowances, and Other				
			Current Period	Year To Date
401k % - Match			198.00	2542.63 *Company Match
Personal Leave Birthday Day Hours			0.00	8.00 0.00 8.00
Sick Exempt Hours			4.33	147.22 80.00 67.22
Unpaid Corporate Sponsored or Commu			0.00	9999.00 0.00 9999.00
Vacation NPTO Exempt Hours			5.00	130.00 0.00 130.00
HSA ER FAMILY			0.00	750.00 *Memo Only

JA0107

GREATER NEVADA LLC
451 EAGLE STATION LN
CARSON CITY, NV 89701

DATE: 06/04/2021

Voucher No. 313412078DD

Dept: 301D

Net Pay:

3041.29

Three Thousand Forty One And 29/100 Dollars

WILLIAM WALLACE
9382 MONTEREY CLIFFS AVE.
LAS VEGAS, NV 89148

For Record Purposes Only
****NON-NEGOTIABLE****

Earnings Statement

WILLIAM WALLACE

Pay Date: 06/21/2021 Company: ORN06 - GREATER NEVADA LLC Emp #: B00I
 Period Start: 06/01/2021 451 EAGLE STATION LN Dept: 301D - MORTGAGE SALES
 Period End: 06/15/2021 CARSON CITY NV 89701 (775) 888-6999 Pay Basis: Salary

	Rate	Hours/Units	Current Period	Year To Date
Earnings				
Regular			1576.92	23261.44
Holiday			0.00	1153.85
Sick (Exempt)			0.00	2307.69
Vacation (NPTO Exempt)			923.08	2076.93
Bonus Supp			0.00	9055.00
Commission			0.00	448.00
Commission Employee Draw			1900.00	22600.00
Gross			4400.00	60902.91
W/H Taxes				
Federal W/H(S)			578.68	8728.28
Medicare			61.23	852.21
Social Security			261.79	3643.92
Deductions				
CHILD SUPPORT			550.00	550.00
NV SUPPORT FEE			2.00	2.00
401k %			264.00	3654.18
Anthem Medical			90.00	1080.00
Dental			25.00	300.00
HSA EE FAMILY			62.50	750.00
Vol Life Child			1.00	12.00
Vol Life Employee			14.50	154.69
Net Pay			2489.30	41175.63
Net Pay Distribution				
Direct Deposit Net Check			2489.30	41175.63 A/C:3870
Employee Benefits, Allowances, and Other				
			Current Period	Year To Date
401k % - Match			198.00	2740.63 *Company Match
Personal Leave Birthday Day Hours			0.00	8.00 0.00 8.00
Sick Exempt Hours			4.33	151.55 80.00 71.55
Unpaid Corporate Sponsored or Commu			0.00	9999.00 0.00 9999.00
Vacation NPTO Exempt Hours			5.00	135.00 32.00 103.00
HSA ER FAMILY			0.00	750.00 *Memo Only

Voucher No. 316255145DD

GREATER NEVADA LLC
451 EAGLE STATION LN
CARSON CITY, NV 89701

DATE: 06/21/2021

Dept: 301D

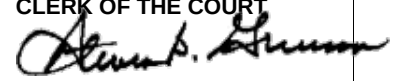
Net Pay:

2489.30

Two Thousand Four Hundred Eighty Nine And 30/100 Dollars

WILLIAM WALLACE
9382 MONTEREY CLIFFS AVE.
LAS VEGAS, NV 89148

For Record Purposes Only
****NON-NEGOTIABLE****



THE COOLEY LAW FIRM
Shelly Booth Cooley
Nevada State Bar No. 8992
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Telephone Number: (702) 265-4505
Facsimile Number: (702) 645-9924
E-mail: scooley@cooleylawlv.com
Attorney for Plaintiff,
AMMIE ANN WALLACE

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

AMMIE ANN WALLACE,

Plaintiff,

vs.

WILLIAM SHAWN WALLACE,

Defendant.

Case No.: D-20-613567-Z
Dept No.: S

Hearing Requested?

☒ Yes.

08/12/2021 at 9:15 a.m.

☐ No. Chambers Decision

**PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO
MODIFY DECREE OF DIVORCE
AND
COUNTERMOTION FOR ATTORNEYS' FEES AND COSTS**

Plaintiff, AMMIE ANN WALLACE, by and through her attorney,
Shelly Booth Cooley, and The Cooley Law Firm, hereby files her
Opposition to Defendant's Motion to Modify Decree of Divorce and
Counter-motion for Attorneys' Fees and Costs. By this Opposition, Ammie
seeks the following specific relief:

1. For an order denying William's motion in its entirety;
2. For an award of attorneys' fees and costs; and,
3. For such other relief as the Court deems appropriate.

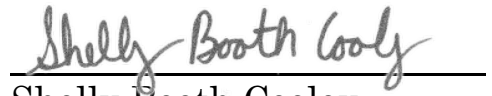
This Opposition is made and based upon the attached Points and Authorities and Exhibits, the supporting Declaration of Plaintiff, the papers and pleadings on file herein, and any oral argument and evidence to be adduced at the hearing of this matter.

EDCR 5.501 CERTIFICATION

Defendant WILLIAM SHAWN WALLACE did not attempt to resolve the issues in dispute with Plaintiff AMMIE ANN WALLACE prior to filing the instant Motion and his present motion was filed in violation of EDCR 5.501.

DATED this 9 day of July, 2021.

THE COOLEY LAW FIRM



Shelly Booth Cooley
Nevada Bar No. 8992
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Attorney for Plaintiff,
AMMIE ANN WALLACE

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2
3 **I. FACTUAL BACKGROUND:**

4 Plaintiff, AMMIE ANN WALLACE (“Ammie”), and Defendant,
5 WILLIAM SHAWN WALLACE (“William”), were divorced by Decree of
6 Divorce (Joint Petition) on or about 09/10/2020. The parties have three (3)
7 minor children born the issue of their marriage, to wit: William Shawn
8 Wallace, Jr., date of birth: 06/24/2010, age 11; Miller Clyde Wallace, date
9 of birth: 05/15/2012, age 9; and, Quinn Rose Wallace, date of birth:
10 01/18/2015, age 6.
11
12

13
14 Pursuant to the Decree of Divorce filed less than 10 months ago on
15 09/10/2020, the parties agreed to share joint legal custody and that Ammie
16 should be awarded primary physical custody of the children. William was
17 awarded specific visitation with the children and the parties’ agreed upon
18 a holiday and visitation schedule. William was obligated to pay the sum
19 of \$1,000.00 per month as and for child support.
20
21

22 Prior to divorcing, the family lived in Texarkana, Texas, where
23 Ammie’s family resides. William was employed by a local, small
24 construction firm as Chief Financial Officer. However, in or about
25 February, 2017, the owners of the firm (a father and his son), discovered
26 that William had been embezzling money from them by way of false
27
28

1 “bonuses,” as well as, using the company credit card for personal items like
2 pain management appointments and paying for his prescription pain
3 killers in an effort to conceal them from Ammie. Upon discovering this
4 information, the company owners took their discovery to the police. A
5 police officer then reached out to William and instead of being arrested,
6 William made a deal to go to the police station of his own volition. It was
7 decided that if William would pay back the entire amount embezzled in the
8 approximate amount of \$20,000.00, the owners would not press charges.
9 The parties decided to use all of their available credit to pay back the
10 owners for the money William embezzled to keep him out of jail.

15 As a result, Bill was, obviously, out of a job and Ammie was solely
16 supporting the family. And, more importantly, was unable to obtain
17 employment because Texarkana is a small town and William’s
18 misappropriation of the company’s financial funds became common
19 knowledge.
20

22 In or about May 2017, William approached Ammie and stated that
23 he could no longer live in Texas and wanted to return to Las Vegas, where
24 William’s mother resides. This was an incredibly hard decision - Ammie
25 and the children loved their life in Texas. Ammie grew up in Texarkanna
26 so the children had the benefit of “it takes a village.” Six (6) of the
27
28

1 children's cousins, two (2) aunts, two (2) uncles, Ammie's stepfather, her
2 stepmother, and her mother (also known as the Kids' Nanny), and the list
3 goes on and on. The children's friends were Ammie's life long friends' kids.
4 The children were attending amazing public schools and church ran
5 daycare. The boys were established in sports. Ammie knew that moving
6 to Las Vegas would be a major upheaval of the life that they had known.
7 Ultimately, faced with the town talk and the shame and embarrassment
8 Ammie was feeling, coupled with the fact that William was now
9 unemployable, the parties concluded that they would move to Las Vegas
10 to protect the children from what would be a permanent stain on them
11 from their father's financial indiscretions. Ammie was hopeful that moving
12 back to Las Vegas would be a fresh start.

13
14 In June, 2017, William took the boys on a road trip to Las Vegas, to
15 look for a job. Ammie was working so she stayed behind with baby Quinn.
16 William stayed a couple weeks but returned without a job. The parties
17 were trying to figure out a way to move to Las Vegas prior to school
18 starting on 08/13/2017. By the second week of July, William had not
19 secured a job, the parties had no way to pay for such a move, and no plan
20 once they arrived. As a result, William's Mother offered to pay for the
21 move. Ammie picked up the phone, reached out to a close friend and

1 colleague, and had a phone interview scheduled the next day. Ammie was
2 hired with a start date of August 1, 2017.
3

4 The family arrived in Las Vegas on July 31 and Ammie started work
5 the next morning. The family stayed at William's mother's home in
6 Boulder City, Nevada, while she was away on an extended vacation.
7 Ammie enrolled the children in school while William stayed home with the
8 kids and was job hunting. When the kids started school, Ammie would
9 drive every morning from Boulder City to the Southwest, where the kids
10 were enrolled in school, and then onto her job in the Northwest. William
11 stayed at home with Quinn. Sometimes William would pick the kids up
12 while Ammie was working and sometimes the children would have to go
13 to SafeKey, and Ammie would pick them up after work.
14
15
16
17

18 Shortly after moving to Las Vegas, Nevada, the parties came to the
19 realization that the marriage was over. The parties discussed custody and
20 agreed that the timeshare needed to be consistent - that the children would
21 sleep at Ammie's house on school nights so that they could go to and from
22 school from one home. In October 2017, the parties began living separate
23 and apart and established the custodial timeshare outlined in the Decree
24 of Divorce. William, who was still unemployed, would retrieve the children
25 after school (around 3:30p), and would take them home to do homework,
26
27
28

1 play, snack, etc., until 6:30/7:00p, at which time he would drop the children
2 off to Ammie or she would pick them up. The parties alternated weekends
3 (Friday after school through Sunday evening).
4

5 In approximately September 2018, William became employed and
6 approached Ammie about health insurance. The parties compared their
7 policies and determined that William's policy provided better coverage and
8 it was several hundred dollars cheaper each month. So, the parties agreed
9 that William would provide health insurance coverage for the children.
10 Ammie removed the children from her health insurance after William
11 provided proof of coverage.
12
13
14

15 In approximately January 2019, William was evicted from the home
16 he was renting. William's mother advised Ammie that she had paid some
17 of William's "back rent" and paid for his utilities to be turned on in
18 December so that he could celebrate a "normal" Christmas with the
19 children. William continually lied about his living situation to Ammie and
20 his family, not admitting that he had been evicted. William put his "stuff"
21 in storage and stayed in a bedroom at the neighbor's house. William
22 would regularly bring the kids home very early because it was not a "good"
23 place for the kids to be.
24
25
26
27

28 . . .

1 Sometime in February/March 2019, the neighbor, Conway, began to
2 reach out to Ammie about William. Conway stated that William had asked
3 him if he could rent a room from him and that he had agreed. However,
4 William had yet to pay Conway any money after having been there for
5 weeks. Conway stated that William never slept there and would only come
6 around in the afternoon when he had the parties' kids with him, making
7 Conway feel like he could not approach him about the rent because he did
8 not want to burden the kids. Eventually Conway asked William to move
9 out.
10

11
12
13
14 Thereafter, William stated he would be staying with his girlfriend in
15 her home with her two (2) teenaged children and an adult female
16 roommate. There was no available space for the children to sleep. William's
17 girlfriend, Wendy, was a force to be reckoned with. The kids really did not
18 like her and did not want to be around her. Wendy would attend the
19 children's baseball practices and games and she was very embarrassing to
20 them. She was very loud and opinionated. She and William were
21 constantly at odds over the kids – Wendy did not like how William
22 parented and she made it known to everyone.
23
24
25

26 After weeks of Wendy asking to speak with Ammie, they finally
27 spoke. During the conversation, Ammie confirmed that she and William
28

1 were not divorced. Wendy became hysterical that William had lied to her.
2
3 That weekend was Easter and she and William had his family and the kids
4 over to her house. William and Wendy had a huge fight and Bill brought
5 the kids back to Ammie very early. The children were upset over the fight
6 and all the ugly things Wendy had said to them that day.
7

8 Shortly thereafter, William moved out of Wendy's home and began
9 sleeping at his Mother's house for the next couple of months until she
10 asked him to get out (she was exhausted from the five (5) former months
11 that she had solely supported Bill) and it was then he began sleeping in his
12 car.
13
14

15 From January 2019 until February of 2020, William was unable to
16 maintain stable employment or housing, and stayed with a girlfriend, or
17 slept at his mother's house, or his sister's house. He had no home for more
18 than a year. In fact, from March 2019 through June 2019, William was
19 sleeping in his car. At this point, William had drained and exhausted his
20 mother and his sister. However, Ammie allowed William to see the kids
21 in her home, even feeding him dinner with the kids. But ultimately, unless
22 he had somewhere specifically to take them, William struggled to see the
23 children regularly.
24
25
26
27

28 . . .

1 In February 2019, Ammie started figuring out William's situation.
2
3 Ammie inquired about the children's health insurance after she took one
4 of the children to the doctor and was told that the insurance was no longer
5 in effect. When Ammie called to speak with William about it (he was still
6 claiming that he had not lost his job and that he was not evicted), he also
7 claimed that the children did still in fact have insurance and that there
8 was a delay because the company had chosen a new insurance provider.
9
10 William reassured Ammie that he would send her the new/revised
11 insurance card when he received them. And after asking for it again,
12
13 William finally sent it to Ammie. It was at that point that Ammie
14 discovered that William had put the children on Medicaid, despite the fact
15 that the parties were married and Ammie was gainfully employed with
16 health insurance benefits available. (Ammie was required to wait until
17 open enrollment in October 2019, to add them back on her health
18 insurance.)
19
20
21

22 On March 11, 2020, the World Health Organization called
23 coronavirus (COVID-19) a pandemic. On March 13, 2020, a national
24 emergency was declared in the U.S.A. related to the outbreak of the novel
25 coronavirus, and life as the world knew it ground to a halt. In-person
26 learning at schools was canceled, coronavirus restrictions were enacted,
27
28

1 face masks became a familiar site, and social distancing became a way of
2 life. All the while, coronavirus cases and deaths soared in the United
3 States.
4

5 From August 2020, through March, 2021, the parties' followed a
6 flexible timeshare - both Ammie and William were working from home
7 (William was renting a home near Ammie's residence) and the children
8 went between the parties' homes freely during the day. The parties did
9 what was necessary to remain employed and care fo the children. However,
10 when the children returned to in-person learning in March, 2021, the
11 parties resumed following the timeshare outlined in the Decree/Joint
12 Petition, the same timeshare they had been following since their
13 separation in August, 2017, whereby Ammie had primary physical custody
14 of the children.
15

16 With regard to the alleged "facts" in William's Motion, Ammie denies
17 those allegations outright and will not waste the Court's time further
18 addressing William's misstatements, half truths, and outright falsehoods.
19

20 **II. LEGAL ARGUMENT:**

21 **A. William's Motion Should be Denied:**

22 1. Ammie Should Remain the Primary Physical Custodian 23 of the Children:

24 Ammie respectfully requests that the Court deny William's request
25
26
27
28

1 to change custody. Contrary to William's assertions, the parties
2 arrangements have not materially changed. Even if the parties
3 circumstances had changed, which they have not, that is not the standard
4 to change custody. William asserts that the test for modifications of
5 primary physical custody is the Truax "best interest of the child," which is
6 not correct. Rather, when a parent is seeking to modify an award of
7 primary physical custody, the correct standard is Ellis v. Carucci, 123 Nev.
8 145 (2007), where the Nevada Supreme Court concluded that a
9 modification of primary physical custody is warranted only when (1) there
10 has been a substantial change in circumstances affecting the welfare of the
11 child, and (2) the modification serves the best interest of the child.
12 Incredibly, William fails to even address factors outlined in Ellis v.
13 Carucci. And even if William addressed the factors, which he did not,
14 William would be unable to satisfy his burden under Ellis v. Carucci.
15 Interestingly, William does not assert a single "change of circumstances
16 affecting the welfare of the child[ren]." The reason? The children continue
17 to thrive physically, developmentally, emotionally, and academically in the
18 primary care of their mother. Clearly, there has been no change of
19 circumstances affecting the welfare of the children.

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21
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27
28 Most importantly, the children's best interests would not be served

1 by a change of custody - the children have been in Ammie's primary care
2 since the parties' separation in August, 2017. William failed to establish
3 that a modification of custody would serve the children's best interests.
4 Importantly, the parties stipulated to an award of primary physical
5 custody of the children to Ammie and William must overcome the
6 presumption that that award is not in the children's best interests, which
7 he cannot do.
8

9
10
11 William's reliance on NRS 125C.0025 and NRS 125C.0035 is
12 misguided at best – NRS 125C.0025 and NRS 125C.0035 are relevant
13 when the Court is making an *initial* custody determination, not a
14 modification of physical custody as William is requesting. Thus, Ammie
15 respectfully requests that William's request be denied because the
16 Decree/Joint Petition is an enforceable contract between the parties.
17

18
19 Pursuant to the Decree of Divorce (Joint Petition) filed on 09/10/2020,
20 which was ratified, approved and confirmed by the Court, and signed by
21 the parties before a notary public, the parties settled their child custody,
22 child support, medical support, alimony, and division of assets and debt
23 issues. Ammie and William's signatures appear on their signature blocks,
24 authenticating assent to the Decree of Divorce filed on 09/10/2020, and the
25 Joint Petition filed 09/04/2020.
26
27
28

1 EDCR 7.50 provides,

2
3 No agreement or stipulation between the parties or their
4 attorneys will be effective unless the same shall, by consent, be
5 entered in the minutes in the form of an order, or unless the
6 same is in writing subscribed by the party against whom the
7 same shall be alleged, or by the party's attorney.

8 The Agreement complies with the terms of EDCR 7.50 as the agreement
9 is in writing signed by Ammie and William. Ammie and William entered
10 into a contract (the Decree of Divorce and Joint Petition), which is subject
11 to general principles of contract law. As stated herein above, the Decree of
12 Divorce and Joint Petition comply with the procedural requirements of
13 EDCR 7.50.
14

15 In addition to satisfying this requirement, a stipulated settlement
16 agreement requires mutual assent or a meeting of the minds on the
17 contract's essential terms. The parties agreed to the terms contained in the
18 Decree of Divorce and Joint Petition. Lastly, the terms of the Decree of
19 Divorce and Joint Petition contain material terms that are sufficiently
20 certain and definite for the Court to ascertain what is required of the
21 respective parties and to compel compliance, if necessary. Accordingly,
22 pursuant to Grisham, the Decree of Divorce and Joint Petition is a valid,
23 binding contract, which should be enforced by the Court.
24
25
26
27

28 Furthermore, settlement agreements are in the nature of contract

1 law. Mack v. Estate of Mack, 125 Nev. 80, 95, 206 P.3d 98, 108 (2009).

2 The terms in the Decree of Divorce and Joint Petition are not
3 "unconscionable, illegal or in violation of public policy." Thus, the parties
4 entered into and acted on an enforceable agreement – both in writing and
5 signed by Ammie and William and the Decree and Joint Petition should be
6 enforced and William's request to change custody should be denied.
7

8
9 Before the Court can change custody, a hearing must be held in order
10 to assure all parties' rights are protected. See Weise v. Granata, 110 Nev.
11 1410 (1994); Moser v. Moser, 108 Nev. 572 (1992). However, a hearing is
12 not required if the moving party fails to demonstrate "adequate cause" in
13 the affidavits and points and authorities for a change in custody. Rooney
14 v. Rooney, 109 Nev. 540, 853 P.2d 123 (1993). Specifically, the Rooney
15 Court stated:
16
17

18
19 Nevada statutes and case law provide district courts with
20 broad discretion concerning child custody matters. Given such
21 discretion in this area, we hereby adopt an "adequate cause"
22 standard. That is, we hold that a district court has the
23 discretion to deny a motion to modify custody without holding
24 a hearing unless the moving party demonstrates "adequate
25 cause" for holding a hearing. "Adequate cause" requires
26 something more than allegations which, if proven, might
27 permit inferences sufficient to establish grounds for a custody
28 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 facts alleged in
the affidavits are relevant to the grounds for modification; and
(2) the evidence is not merely cumulative or impeaching.

(Internal Citations omitted.) Id. at 124-125. A review of William's Motion reveals that he fails to establish in his affidavit and points and authorities "adequate cause" to require a hearing. As a result, the Court should deny William's Motion, without the benefit of granting William an evidentiary hearing regarding the same.

6. William Is Not Entitled to Child Support:

Pursuant to the Decree, child support was set in the amount of \$1,000.00 per month, effective October 1, 2020. William has not consistently paid child support so Ammie sought the assistance of the Family Support Division to enforce William's child support obligation, immediately prior to William filing the instant Motion. Ammie's attempt to collect the child support obligation from William is the likely impetus for the filing of William's Motion, as there is no good faith basis for William to seek a change in custody. Additionally, there is no basis in law to deny Ammie's claim for "back child support" that is due and owing pursuant to the Decree filed 09/10/2020. Accordingly, Ammie respectfully requests that William's request for child support be denied.

B. The Court Should Award Attorneys' Fees for the Necessity of Filing the Opposition.

Ammie should be awarded the attorneys' fees she is incurring for the necessity of filing this Motion. An award of attorney's fees is appropriate

1 under NRS 18.010 and EDCR 7.60(b). EDCR 7.60(b) states as follows:

2
3 The court may, after notice and an opportunity to be heard,
4 impose upon an attorney or a party any and all sanctions which
5 may, under the facts of the case, be reasonable, including the
6 imposition of fines, costs or attorney's fees when an attorney or
7 a party without just cause:

8 (1) Presents to the court a motion or an opposition to a
9 motion which is obviously frivolous, unnecessary or
10 unwarranted.

11 (2) Fails to prepare for a presentation.

12 (3) So multiplies the proceedings in a case as to increase
13 costs unreasonably and vexatiously.

14 (4) Fails or refuses to comply with these rules.

15 (5) Fails or refuses to comply with any order of a judge of the
16 court.

17 As set forth above, William's motion is "obviously frivolous,
18 unnecessary or unwarranted" and "multiplies the proceedings in a case as
19 to increase costs unreasonably and vexatiously." Under such
20 circumstances, Ammie requests that she be reimbursed for the attorney's
21 fees and costs associated with this Opposition in accordance with EDCR
22 7.60(b) and NRS 18.010.

23 NRS 18.010(2)(b) provides that the court may award attorneys' fees
24 to the prevailing party in such circumstances. Pursuant to NRS 18.010,
25 this Court should liberally construe the provisions of NRS 18.010 "in favor
26 of awarding attorney's fees in all appropriate situations." Given the
27 specific facts and circumstances as explained in detail herein above,
28 coupled with the relevant authority, an award of attorneys' fees is

1 appropriate.

2 Pursuant to Brunzell v. Golden Gate National Bank, 455 P.2d 31, 85
3 Nev. 345 (1969), in the case at bar, the Court should consider the follow
4 factors in awarding attorneys' fees:
5

6
7 **1. The Qualities of the Advocate:**

8 The qualities of Plaintiff's attorney are excellent. Shelly Booth Cooley
9 has practiced law in the State of Nevada since 2004, and has a reputation
10 for competency in litigation. Ms. Cooley was an associate in a mid-sized
11 law firm from 2004 through March, 2009. Thereafter, in March, 2009, Ms.
12 Cooley founded The Cooley Law Firm, and she is the sole owner. Ms.
13 Cooley graduated from the William S. Boyd School of Law. She does not
14 have any State Bar Complaints and she has never been sued for legal
15 malpractice. Ms. Cooley practices exclusively in the area of family law, she
16 is certified by the State Bar of Nevada as a Family Law Specialist, she is
17 a Fellow of the American Academy of Matrimonial Lawyers, she is a dual
18 Adoption and Assisted Reproduction Fellow of the Academy of Adoption
19 and Assisted Reproduction Attorneys, she is a Fellow of the International
20 Academy of Family Lawyers, and she is rated "AV Preeminent" by
21 Martindale-Hubbell Peer Review Ratings.
22
23
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. . .

1 Ms. Cooley was the Chair of the State Bar of Nevada, Family Law
2 Section, Executive Council from 2017 to 2019 (and was elected to the
3 Council in 2010), she was Chair of the Board of Certified Family Law
4 Specialists from 2016 to 2019 (she was appointed to the Board in 2016, and
5 continues to serve), she was Vice Chair of the State Bar of Nevada, Family
6 Law Section, Executive Council from 2015 to 2017, and Editor of the
7 Nevada Family Law Report from 2010 to 2015. She has been involved in
8 state court hearings, participated in mediation, and bench trials. Ms.
9 Cooley has been selected to serve as a Settlement Hearing Master,
10 Parenting Coordinator and Guardian *ad Litem* through the Eighth Judicial
11 District Court. Ms. Cooley has filed appeals and participated in the
12 Supreme Court Settlement programs.

13
14
15
16
17
18 Clearly, Ammie's attorney is experienced, well trained and qualified
19 in relation to the fees charged for the services in this matter. Ms. Cooley's
20 hourly rate is \$400.

22 **2. The Character of the Work to be Done:**

23
24 Under the circumstances of this case, the character of the work
25 completed certainly justifies the fees incurred in this matter. Ammie's
26 counsel was required to complete legal research and draft an Opposition
27 and Countermotion.
28

1 **3. The Work Actually Performed by the Lawyer:**

2 Ammie’s counsel has made every effort to be as efficient as possible
3
4 in completing the necessary work to obtain favorable results for her. The
5 amount of fees and costs accurately reflects the actual work done in this
6
7 matter. The work was completed in the most cost efficient manner to
8
9 minimize the over all fees and costs incurred. A copy of such redacted
10
11 billing as reflects the work actually performed can be provided after the
12 hearing on this matter, if requested by the Court.

13 **4. The Result:**

14 The final factor adopted in Brunzell, is whether the attorney was
15
16 successful and what benefits were derived. It is anticipated that Ammie
17
18 will be successful at the hearing on this matter, as the law supports the
19 requests made herein.

20 **III. CONCLUSION:**

21 Based upon the aforementioned considerations, Ammie respectfully
22 requests the following relief:

- 23 1. For an order denying William’s motion in its entirety;
24
25 2. For an award of attorneys’ fees and costs; and,

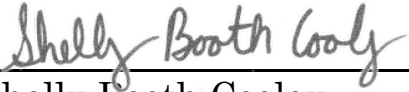
26 . . .

27 . . .
28

1 3. For such other relief as the Court deems appropriate.

2
3 Respectfully submitted this 9 day of July, 2021.

4 THE COOLEY LAW FIRM

5 

6 Shelly Booth Cooley

7 Nevada Bar No. 8992

8 10161 Park Run Drive, Suite 150

9 Las Vegas, Nevada 89145

10 Attorney for Plaintiff,

11 AMMIE ANN WALLACE

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1. I am the Plaintiff in the above matter. I am making this Declaration in Support of the foregoing Opposition and Countermotion.

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☒ **BY ELECTRONIC SERVICE:** Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned “In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court,” by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system.

☐ **BY MAIL:** Pursuant to EDCR 7.26(a)(1), by depositing a copy of the same in a sealed envelope in the United States Mail, Postage Pre-Paid to the last known address of each of the parties, at Las Vegas, Nevada.

☐ **BY FACSIMILE TRANSMISSION:** Pursuant to EDCR 7.26(a)(3), via facsimile transmission. Attached is a copy of the Facsimile Transmittal Form, along with the Fax Call Report, confirming the facsimile transmission.

☐ **BY HAND DELIVERY:** By hand delivery with signed Receipt of Copy.

John T. Kelleher, Esq.
Kelleher & Kelleher, LLC
40 S. Stephanie St., Suite 201
Henderson, NV 89012
Attorneys for Defendant

JA0133

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

AMMIE ANN WALLACE,

Plaintiff,

vs.

WILLIAM SHAWN WALLACE,

Defendant.

Case No. D-20-613567-Z

Dept No. S

MOTION/OPPOSITION
FEE INFORMATION SHEET

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the \$25 or \$0 filing fee in the box below.

☒ **\$25** The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.

-OR-

☐ **\$0** The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:

☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.

☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.

☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on 01/19/2021.

☐ Other Excluded Motion (must specify) _____.

Step 2. Select the \$0, \$129 or \$57 filing fee in the box below.

☐ **\$0** The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:

☐ The Motion/Opposition is being filed in a case that was not initiated by joint petition.

☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.

-OR-

☐ **\$129** The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.

-OR-

☒ **\$57** The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:

☐ **\$0** ☐ **\$25** ☐ **\$57** ☒ **\$82** ☐ **\$129** ☐ **\$154**

Party filing Motion/Opposition: Plaintiff

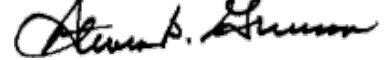
Date: 07/09/2021

Signature of Party or Preparer: /s/ Shelly Booth Cooley, Nevada Bar No. 8992

GFDF

THE COOLEY LAW FIRM
Shelly Booth Cooley
Nevada State Bar No. 8992
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Telephone Number: (702) 265-4505
Facsimile Number: (702) 645-9924
E-mail: scooley@cooleylawlv.com
Attorney for Plaintiff

Electronically Filed
7/9/2021 8:03 PM
Steven D. Grierson
CLERK OF THE COURT



District Court, Family Division
Clark County, Nevada

AMMIE ANN WALLACE, Plaintiff, vs. WILLIAM SHAWN WALLACE, Defendant.	Case No.: <u>D-20-613568-Z</u> Dept. No.: <u>S</u>
---	---

GENERAL FINANCIAL DISCLOSURE FORM**A. Personal Information:**

1. What is your full name? (*first, middle, last*) Ammie Ann Wallace
2. How old are you? 41
3. What is your date of birth? 12/23/1979
4. What is your highest level of education? High School

B. Employment Information:

1. Are you currently employed/self-employed? (☒ mark one)

☐
☒

No

Yes

If yes, complete the table below. Attach an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
8/1/2017	Kingsbarn Realty Cap	Closing Director	5	8am to 5pm

2. Are you disabled? (☒ mark one)

☒
☐

No

Yes

If yes, what is the level of your disability? _____

What agency certified you disabled? _____

What is the nature of your disability? _____

C. Prior Employment: If you are unemployed or have been working at your current job for less than two years, completed the following information.Prior Employer: NA Date of Hire: _____ Date of Termination: _____

Reason for leaving: _____

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending 6/30/2021 my gross year to date pay is \$85,099.96

B. Determine your Gross Monthly Income.

Hourly Wage

	X		=	\$0.00	X	52 weeks	=	\$0.00	÷	12 Months	=	\$0.00
Hourly wage		Number of hours worked per week		Weekly Income				Annual Income				Gross Monthly Income

Annual Salary

\$0.00- \$80,000.00	÷	12 Months	=	\$0.00 \$6,666.67
Annual Income				Gross Monthly Income

C. Other Sources of Income

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income:			
Bonuses:	1st & 15th	YTD\$45,100.00	\$7,516.67
Car, Housing, or Other Allowance:			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay:			
Pension/Retirement Pay:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support:			
Child Support:			
Workman's Compensation:			
Other:			
Total Average Other Income Received			\$0.00 \$7,516.67

Total Average Gross Monthly Income (add totals from B and C above)	\$0.00 \$14,183.34
--	-------------------------------

D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (Automatically deducted from paycheck):	
2.	Federal Health Savings Plan:	
3.	Federal Income Tax:	\$1,299.72
4.	Amount for you: 0.00 Employer Covered Health Insurance For Opposing Party: 0.00 For your Child(ren): \$700.96	\$0.00 \$700.96
5.	Life, Disability, or Other Insurance Premiums:	
6.	Medicare:	\$195.50
7.	Retirement, Pension, IRA, or 401(k):	
8.	Savings:	
9.	Social Security:	\$835.91
10.	Union Dues:	
11.	Other (Type of Deduction):	
Total Monthly Deductions:		\$0.00 \$3,032.09

Business/Self-Employment Income and Expense Schedule**A. Business Income:**

What is your average gross (pre-tax) monthly income/revenue from self employment or businesses?
~~\$1,936.82~~ \$1,436.82

B. Business Expenses: Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising/Political Contributions			
Car and Truck used for business			
Commissions, wages or fees			
Business Entertainment/Travel			
Insurance			
Legal and Professional			
Mortgage or rent			
Pension and profit-sharing plans			
Repairs and maintenance			
Supplies	Monthly	\$30.00	\$30.00
Taxes and Licenses	Yearly	\$1,445.00	\$120.42
Utilities			
Other:			
Total Average Business Expenses:			\$0.00 \$150.42

Personal Expense Schedule (Monthly)

- A.** Fill in the table with the amount of money **you** spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me ☐	Other Party ☐	For Both ☐
Alimony/Spousal Support	0.0			
Auto Insurance	\$217.14	X		
Car Loan/Lease Payment	\$759.20	X		
Cell Phone	\$120.00	X		
Child Support (not deducted from pay)	0.00			
Clothing, Shoes, Etc. . .	\$200.00	X		
Credit Card Payments (minimum due)	\$332.40	X		
Dry Cleaning	0.00			
Electric	\$146.82	X		
Food (groceries & restaurants)	\$1,200.00	X		
Fuel	\$240.00	X		
Gas (for home)	\$24.46	X		
Health Insurance (if not deducted from pay)	0.00			
HOA	0.00			
Home Insurance (if not included in mortgage)	0.00			
Home Phone	0.00			
Internet/Cable & Phone	\$70.94	X		
Lawn Care	0.00			
Membership Fees	\$82.98	X		
Mortgage/Rent/Lease	\$1,000.00	X		
Pest Control	0.00			
Pets	0.00			
Pool Service	0.00			
Property Taxes (if not included in mortgage)	0.00			
Security	\$30.00	X		
Sewer	\$15.55			
Student Loans	0.00			
Unreimbursed Medical Expense	\$250.00	X		
Water	\$36.34	X		
Other:	\$769.89	X		
Total Monthly Expenses	\$0.00 \$4,382.74			

Household Information

- A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attach a separate sheet if needed.

	Child's Name	Child's DOB	With whom is the child living?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1.	William Shawn Wallace, Jr.	6/24/2010	MOM	Yes	No
2.	Miller Clyde Wallace	5/15/2012	MOM	Yes	No
3.	Quinn Rose Wallace	1/18/2015	MOM	Yes	No
4.					

- B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1 st Child	2 nd Child	3 rd Child	4 th Child
Cellular Phone				
Child Care				
Clothing	\$33.33	\$33.33	\$33.33	
Education				
Entertainment	\$150.00	\$150.00	\$150.00	
Extracurricular & Sports			\$298.96	
Health Insurance (if not deducted from pay)				
Summer Camp/Programs	\$150.00	\$50.00	\$200.00	
Transportation Cost				
Unreimbursed Medical Expenses				
Vehicle				
Other:				
Total Monthly Expenses	\$0.00 \$333.33	\$0.00 \$233.33	\$0.00 \$682.29	\$0.00

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of 18. If more than four adult household members, attach a separate sheet.

Name	Age	Person's Relationship to You (i.e., sister, friend, cousin, etc.)	Monthly Contribution
NA			

Personal Asset and Debt Chart

- A.** Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

No.	Description of Asset and Debt Thereon	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Car	\$50,825	-	\$50,825	=	\$0.00	Me
2.			-		=	\$0.00	
3.			-		=	\$0.00	
4.			-		=	\$0.00	
5.			-		=	\$0.00	
6.			-		=	\$0.00	
7.			-		=	\$0.00	
8.			-		=	\$0.00	
9.			-		=	\$0.00	
10.			-		=	\$0.00	
11.			-		=	\$0.00	
12.			-		=	\$0.00	
13.			-		=	\$0.00	
14.			-		=	\$0.00	
15.			-		=	\$0.00	
TOTAL VALUE OF ASSETS		\$0.00	-	\$0.00	=	\$0.00	

- B.** Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than five unsecured debts, attach a separate sheet.

No.	Description of Credit Card or Other Unsecured Debt	Total Amount Owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Credit One	\$1,200.00	Me
2.	Freedom Plus	\$6,000.00	Me
3.			
4.			
5.			
TOTAL UNSECURED DEBT		\$0.00 \$7,200.00	

CERTIFICATION

Attorney Information: *Complete the following sentences:*

1. I *(have/have not)* have retained an attorney for this case.
2. As of today's date, the attorney has been paid a total of \$6,371.97 on my behalf.
3. I have a credit with my attorney has been paid in the amount of NA
4. I currently owe my attorney a total of NA
5. I owe my prior attorney a total of NA

IMPORTANT: Read the following paragraphs carefully and initial each one.

AW I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

AW I have attached a copy of my three most recent pay stubs to this form.

N/a I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.

N/a I have not attached a copy of my pay stubs to this form because I am currently unemployed.

/s/ Ammie Ann Wallace

Signature

07/09/2021

Date

CERTIFICATE OF SERVICE

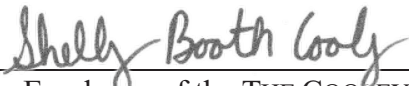
Pursuant to NRCP 5(b), I certify that I am an employee of the THE COOLEY LAW FIRM and that on this 9 day of July, ²⁰²¹~~2019~~, I caused the above and foregoing **GENERAL FINANCIAL**

DISCLOSURE FORM, to be served as follows:

- ☒ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;
- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;
- ☐ pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means;
- ☐ by hand delivery with signed Receipt of Copy.

To the litigant(s) listed below at the address, e-mail address, and/or facsimile number indicated below:

John T. Kelleher
Kelleher & Kelleher
40 S. Stephanie St., #201
Henderson, NV 89012
Attorneys for Defendant


An Employee of the THE COOLEY LAW FIRM

Payrolls by Paychex, Inc.

KINGSBARN REALTY CAPITAL LLC
1645 Village Center Circle
Suite 200
Las Vegas NV 89134

1408-9512
EE ID: 25 DD

Payrolls by Paychex, Inc.

AMMIE A WALLACE
9543 WOODDED HEIGHTS AVENUE
LAS VEGAS NV 89148

NON-NEGOTIABLE

NON-NEGOTIABLE

PERSONAL AND CHECK INFORMATION Ammie A Wallace 9543 Wooded Heights Avenue Las Vegas, NV 89148 Soc Sec #: xxx-xx-xxxx Employee ID: 25							
Pay Period: 05/16/21 to 05/31/21 Check Date: 05/28/21 Check #: 21105 NET PAY ALLOCATIONS							
DESCRIPTION THIS PERIOD (\$) YTD (\$)							
Check Amount 0.00 0.00							
Chkg 778 0.00 28329.15							
Savg 027 2613.74 27101.40							
NET PAY 2613.74 55430.55							

Payrolls by Paychex, Inc.

KINGSBARN REALTY CAPITAL LLC
1645 Village Center Circle
Suite 200
Las Vegas NV 89134

1408-9512
EE ID: 25 DD

Payrolls by Paychex, Inc.

AMMIE A WALLACE
9543 WOODDED HEIGHTS AVENUE
LAS VEGAS NV 89148

NON-NEGOTIABLE

NON-NEGOTIABLE

PERSONAL AND CHECK INFORMATION Ammie A Wallace 9543 Wooded Heights Avenue Las Vegas, NV 89148 Soc Sec #: xxx-xx-xxxx Employee ID: 25 Pay Period: 06/01/21 to 06/15/21 Check Date: 06/15/21 Check #: 21136 NET PAY ALLOCATIONS <table><tr><td>DESCRIPTION</td><td>THIS PERIOD (\$)</td><td>YTD (\$)</td></tr><tr><td>Check Amount</td><td>0.00</td><td>0.00</td></tr><tr><td>Chkg 778</td><td>2390.63</td><td>30719.78</td></tr><tr><td>Savg 027</td><td>0.00</td><td>27101.40</td></tr><tr><td>NET PAY</td><td>2390.63</td><td>57821.18</td></tr></table>			DESCRIPTION	THIS PERIOD (\$)	YTD (\$)	Check Amount	0.00	0.00	Chkg 778	2390.63	30719.78	Savg 027	0.00	27101.40	NET PAY	2390.63	57821.18	EARNINGS <table><tr><td>DESCRIPTION</td><td>HRS/UNITS</td><td>RATE</td><td>THIS PERIOD (\$)</td><td>YTD HOURS</td><td>YTD (\$)</td></tr><tr><td>Salary</td><td></td><td></td><td>3333.33</td><td></td><td>36666.63</td></tr><tr><td>Commissions</td><td></td><td></td><td></td><td></td><td>36400.00</td></tr><tr><td>Holiday</td><td></td><td></td><td></td><td>M8.00</td><td></td></tr><tr><td>Total Hours</td><td></td><td></td><td></td><td>8.00</td><td></td></tr><tr><td>Gross Earnings</td><td></td><td></td><td>3333.33</td><td></td><td>73066.63</td></tr><tr><td>Total Hrs Worked</td><td></td><td></td><td></td><td></td><td></td></tr></table> WITHHOLDINGS <table><tr><td>DESCRIPTION</td><td>FILING STATUS</td><td>THIS PERIOD (\$)</td><td>YTD (\$)</td></tr><tr><td>Social Security</td><td></td><td>184.93</td><td>4291.10</td></tr><tr><td>Medicare</td><td></td><td>43.25</td><td>1003.56</td></tr><tr><td>Fed Income Tax</td><td>SMS</td><td>364.04</td><td>6095.51</td></tr><tr><td>TOTAL</td><td></td><td>592.22</td><td>11390.17</td></tr></table> DEDUCTIONS <table><tr><td>DESCRIPTION</td><td>THIS PERIOD (\$)</td><td>YTD (\$)</td></tr><tr><td>TO-PIA DEN EE</td><td>15.21</td><td>167.31</td></tr><tr><td>TO-PIA MED EE</td><td>335.27</td><td>3687.97</td></tr><tr><td>TOTAL</td><td>350.48</td><td>3855.28</td></tr></table>						DESCRIPTION	HRS/UNITS	RATE	THIS PERIOD (\$)	YTD HOURS	YTD (\$)	Salary			3333.33		36666.63	Commissions					36400.00	Holiday				M8.00		Total Hours				8.00		Gross Earnings			3333.33		73066.63	Total Hrs Worked						DESCRIPTION	FILING STATUS	THIS PERIOD (\$)	YTD (\$)	Social Security		184.93	4291.10	Medicare		43.25	1003.56	Fed Income Tax	SMS	364.04	6095.51	TOTAL		592.22	11390.17	DESCRIPTION	THIS PERIOD (\$)	YTD (\$)	TO-PIA DEN EE	15.21	167.31	TO-PIA MED EE	335.27	3687.97	TOTAL	350.48	3855.28
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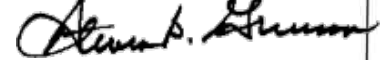
AMMIE A WALLACE
9543 WOODDED HEIGHTS AVENUE
LAS VEGAS NV 89148

NON-NEGOTIABLE

NON-NEGOTIABLE

PERSONAL AND CHECK INFORMATION Ammie A Wallace 9543 Wooded Heights Avenue Las Vegas, NV 89148 Soc Sec #: xxx-xx-xxxx Employee ID: 25									
Pay Period: 06/16/21 to 06/30/21 Check Date: 06/30/21 Check #: 21168 NET PAY ALLOCATIONS									
DESCRIPTION THIS PERIOD (\$) YTD (\$)									
Check Amount 0.00 0.00									
Chkg 778 2390.61 33110.39									
Savg 027 0.00 30346.72									
NET PAY 2390.61 63457.11									

Payrolls by Paychex, Inc.



1 **ROPP**
2 JOHN T. KELLEHER, ESQ.
3 Nevada Bar No. 6012
4 KELLEHER & KELLEHER, LLC
5 40 South Stephanie Street, Suite 201
6 Henderson, Nevada 89012
7 Telephone (702) 384-7494
8 Facsimile (702) 384-7545
9 kelleherjt@aol.com
10 Attorney for Defendant

7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

9 AMMIE ANN WALLACE,

10 Plaintiff,

11 v.

12 WILLIAM SHAWN WALLACE,

13 Defendant.

CASE NO. D-20-613567-Z
DEPT. NO. S

Hearing Date: 08/12/2021
Hearing Time: 9:15 AM

Oral Argument Hearing
Requested: ☒ Yes
☐ No

14
15 **REPLY TO PLAINTIFF'S OPPOSITION TO MOTION TO**
16 **MODIFY DECREE OF DIVORCE AND OPPOSITION TO**
17 **COUNTERMOTION FOR ATTORNEYS' FEES AND COSTS**

18 COMES NOW Defendant, William Shawn Wallace, by and through his
19 attorney of record, John T. Kelleher, Esq., of the law firm of Kelleher and Kelleher,
20 LLC, and files his Reply to Plaintiff's Opposition to Motion to Modify Decree of
21 Divorce and Opposition to Countermotion for Attorney's Fees and Costs, as
22 follows.

23 ///

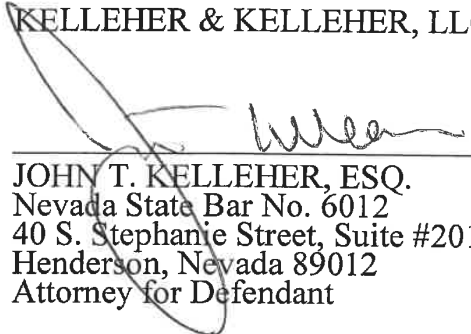
24 ///

25 ///

1 This Reply and Opposition is made and based on the papers and pleadings on
2 file herein, the Memorandum of Points and Authorities attached hereto, the
3 Declaration of William Shawn Wallace included herein, along with any oral
4 argument which may be heard at the hearing of this Motion.

5 DATED this 27 day of July, 2021.

6 KELLEHER & KELLEHER, LLC

7
8 
9 JOHN T. KELLEHER, ESQ.
Nevada State Bar No. 6012
40 S. Stephanie Street, Suite #201
Henderson, Nevada 89012
Attorney for Defendant

10
11
12
13 **MEMORANDUM OF POINTS AND AUTHORITIES**

14 **I.**

15 **STATEMENT OF FACTS**

16 **A. AMMIE ADMITS THE PARTIES SHARED JOINT PHYSICAL**
17 **CUSTODY PRIOR TO AND AFTER THE DIVORCE.**

18 To begin her Opposition and Countermotion, Plaintiff Ammie Wallace
19 ("Ammie") spends nine (9) pages maligning Defendant William Wallace
20 ("William"). However, finally on page 11 of her pleading, she admits to the Court
21 that the parties did not follow the schedule in the Decree of Divorce from before
22 the Decree was filed in September 2020 through March 2021. She admits the
23 parties were sharing custody when the Decree was filed and continued to do so
24 until she abruptly demanded the schedule change in or about April 2021. *See*
25 *Plaintiff's Opposition and Countermotion, p. 11, ll. 5-11.*

26 ///

27 ///

1 Regarding Ammie's character assassination of William, he will not spend
2 nine (9) pages correcting the record but will address the main misrepresentations
3 made by Ammie.

4 **B. WILLIAM WAS NOT UNEMPLOYED FROM FOR OVER A YEAR**
5 **IN 2017-2018 AS AMMIE ALLEGES.**

6 The family relocated to Texarkana, Texas after William expressed an interest
7 in moving to Houston, and Ammie then talked William into relocating near her
8 family. It was difficult for William to gain traction with a client base in the small
9 town. He did not embezzle from his employer, and he resolved the employment
10 dispute with the business owner and did not pay \$20,000.00 as Ammie alleges. He
11 settled the matter with funds from a personal injury settlement he received, not
12 credit as Ammie alleges. She also did not "solely" support the family in Texas as
13 she claimed as she only worked full time temporarily.

14 The job market was poor for both parties in the small town, so the parties
15 mutually agreed to move back to Las Vegas in the summer of 2017. Ammie was
16 energized by the move back to Las Vegas and got a job quickly. William stayed
17 home with the children full time for a couple of months in the summer while the
18 family resided in the home of William's mother who was on an extended
19 honeymoon. The parties decided to end their marriage. William began a new job in
20 August 2017 and moved into a rental house on September 25, 2017. Ammie stayed
21 with him for a short time until her new residence she chose was ready for
22 occupancy. From the fall of 2017 to the fall of 2018, the parties shared custody.
23 William was the sole parent who helped the children with their school work. He
24 also coached Little League and took them to their practices. William approached
25 Ammie once about sharing the expenses for baseball, and she stated, "I don't care
26 if they play baseball." William paid all their baseball expenses himself.

27 William does not know why Ammie would tell the Court he did not work
28 after the parties moved back to Las Vegas in the summer of 2017 until September
2018. *See Ammie's Opposition and Countermotion p. 6, ll. 24 to p. 7, ll. 7.* This is a

1 blatant misrepresentation of the facts. As stated, William stayed home full time
2 with the children for a short time while he looked for work and then began working
3 in August 2017. *William's W-2 Forms for his job with Alterra Home Loans in Las*
4 *Vegas are filed as Exhibit A.* As William's attached W-2 forms show, he worked
5 for Alterra in 2017 and continued working for them for part of the year in 2018.

6 Regarding William's prior girlfriend Wendy that he dated in 2019, William
7 openly acknowledges the minor children did care for her. Ammie convinced them
8 Wendy, a school teacher, was a terrible person. However, after having a heart to
9 heart talk with the children, William decided it was best to end the relationship
10 with Wendy. He chose his children over her. The Court should know that the
11 children report to William that they do not care for Ammie's most recent boyfriend
12 either.

13 **C. WILLIAM HAS ALWAYS BEEN AN INVOLVED PARENT.**

14 Since the parties' separation (and even before), William has been the parent
15 who has primarily picked the children up after school and helped them with their
16 homework. He also coached their baseball teams and attended their extracurricular
17 activities with them. *See Facebook posts with photographs of the children from this*
18 *time period, filed as Exhibit B.* The parties always worked together to make sure
19 the children spent time with both parents. So, it is reasonable that William thought
20 the language in the Decree of Divorce meant he was required to get the children
21 after school and help with their homework and extracurricular activities each day,
22 as this had been his primary responsibility. He would never have signed the
23 agreement if he had understood it to mean he could not have any overnights with
24 his children other than every other weekend. He would never have knowingly
25 agreed to such limited time with the children.¹

26
27 ¹ It is noteworthy that Ammie followed a shared custody schedule, as William
28 understood was the plan, for just over six (6) months after the divorce was final.

1 William's understanding of the intent of the Decree is supported by the
2 pattern and practice the parties followed after the divorce which was to share the
3 time with the children and follow a flexible timeshare as Ammie admits. *See*
4 *Plaintiff's Opposition and Countermotion, p. 11, ll. 5-11.*

5 When COVID-19 caused the children to go virtual for school in the spring of
6 2020, the parties began exercising a 2/3/2 timeshare. Both parties were working
7 from home, and William rented a home near Ammie for the convenience of
8 everyone. Ammie neglected to tell the Court that she spent two (2) months in the
9 summer of 2020 caring for her ill mother in Texas, and William cared for the
10 children on his own. Ammie returned to Las Vegas after her extended stay with a
11 new boyfriend. The children were happy living with William while Ammie was out
12 of state.

13 In the spring of 2021, Ammie suddenly insisted that William could only have
14 the children every other weekend. Her cruel conduct regarding William's custody
15 has been upsetting for the children, and they report to William that they are not
16 allowed to call him. The minor child Will recently texted his father requesting
17 pictures and stated to his father, "I will get in trouble if I call you." *See copy of text*
18 *message, filed as Exhibit C.*

19 Due to Ammie demanding that William get very limited time with the
20 children, something the parties had never practiced before, he told her he was
21 seeking legal representation. Ammie responded by suddenly demanding child
22 support, while the parties had not paid child support to date. She opened the case
23 with the DA's office in May 2021. Ammie knew she could not get child support
24 since William was caring for the children over 50% of the time, so she demanded
25 that William's time be reduced.

26
27 She did not demand the custodial schedule change or the child support until it was
28 past the deadline for William to file to set aside the Decree under NRCP 60(b).

1 The minor children are heartbroken to be withheld from William after he and
2 the children have enjoyed frequent associations and contact nearly every day of
3 their lives.

4 **II.**

5 **LEGAL ARGUMENT**

6 **A. THE PARTIES SHOULD SHARE JOINT PHYSICAL CUSTODY OF**
7 **THE MINOR CHILDREN.**

8 Ammie admits in her Opposition that the parties followed a flexible schedule
9 and shared physical custody from August 2020 through March 2021. She omits the
10 fact that the children were *solely* in William's care for two (2) additional months in
11 the summer of 2020 while Ammie was in Texas with her mother.

12 William misunderstood the implications of the custody provisions in the
13 Decree of Divorce Ammie's counsel drafted and he signed. Ammie was in a hurry
14 to get divorced so she could marry her boyfriend. William would have sought legal
15 assistance and asked to set the Decree aside based on his misunderstanding back in
16 the fall of 2020 if Ammie had actually tried to institute the harsh custodial
17 arrangement she is now demanding. In fact, William did seek legal representation
18 when Ammie began withholding the children from their regular timeshare with
19 William in the spring of 2021.

20 William is entitled to a change of custody from the arrangement included in
21 the September 2020 Decree of Divorce because the parties never followed the
22 Decree of Divorce. The *Rivero* case applies. *See Rivero v. Rivero*, 125 Nev. 410,
23 216 P.3d 213 (2009). "Physical custody involves the time that a child physically
24 spends in the care of a parent." *Rivero*, 125 Nev. at 421, 216 P.3d at 222. Nevada
25 has expressed a specific preference for parents to have joint physical custody of
26 minor children so long as a "parent has demonstrated, or has attempted to
27 demonstrate but has had his or her efforts frustrated by the other parent, an intent to
28 establish a meaningful relationship with the minor child[ren]." NRS

1 125C.0025(1)(b). When determining custody of a minor child, the Court's
2 paramount concern is always the child's welfare. *See Culbertson v. Culbertson*, 91
3 Nev. 230, 233, 533 P.2d 768, 770 (1975).

4 In *Rivero*, the court held, "When considering whether to modify a physical
5 custody agreement, the district court must first determine what type of physical
6 custody arrangement exists because different tests apply depending on the district
7 court's determination. A modification to a joint physical custody arrangement is
8 appropriate if it is in the child's best interest. NRS 125.510(2). In contrast, a
9 modification to a primary physical custody arrangement is appropriate when there
10 is a substantial change in the circumstances affecting the child and the modification
11 serves the child's best interest." *Rivero*, citing *Ellis v. Carucci*, 123 Nev. at 150,
12 161 P.3d at 242 (2007).

13 In this matter, the parties have a written custody order which was never
14 followed. Ammie admits it was never followed. *See Opposition and*
15 *Countermotion*, p. 11, ll. 5-11. The parties exercised joint physical custody in
16 practice before the Decree was finalized and after the Decree was finalized. Thus,
17 William has *de facto* joint physical custody despite the language in the Decree.
18 Ammie has not offered the Court any honest, legitimate reason for her sudden
19 insistence the parties follow a custody schedule they never followed in the past.

20 It is harmful for the children that Ammie suddenly demanded the parties
21 follow a custody schedule they had never followed. The children miss their time
22 with their father and William misses his children. Ammie is not even allowing them
23 to have phone communication with William on a regular basis. In addition, she
24 completely shut William out of the school registration decisions. He sent her a text
25 on May 24, 2021 about registration and she replied they could discuss it after she
26 returned from a trip. She never discussed it with William and on July 21, 2021 she
27 sent him a text saying, "They are registered." *See copies of text messages, filed as*
28

Exhibit D.

William sought legal assistance quickly after Ammie demanded these changes to their routine be implemented. Her conduct is cruel and William is seeking the Court's assistance for the benefit of the minor children and himself.

B. CHILD SUPPORT SHOULD BE SET IN ACCORDANCE WITH NEVADA LAW.

With respect to child support William respectfully requests that this Court enter an Order finding William does not owe any back child support. This was never the parties' previous course of conduct and based on Ammie's Financial Disclosure Form, she currently earns significantly more than William. The outcome of William's requests regarding child custody may impact child support, and William requests the Court apply Nevada law regarding child support in accordance with the custodial orders. In addition, this Court should rule on the tax exemptions since the Decree is not specific and the parties shared custody in 2020 and in 2021 until Ammie abruptly changed the custodial schedule.

C. AMMIE'S REQUEST FOR ATTORNEY'S FEES SHOULD BE DENIED.

As shown in William's Statement of Facts, Ammie was untruthful with the Court regarding William. In addition, she admitted the parties' followed a flexible custodial schedule before and after the Decree of Divorce was filed in September 2020. She admits they did not follow the schedule in the Decree. It is undisputed that the parties shared joint physical custody. Recently, Ammie inexplicitly demanded the parties modify their pattern and practice which caused William to seek legal representation and file his Motion. Thus, Ammie is not entitled to an award of attorney's fees and cost.

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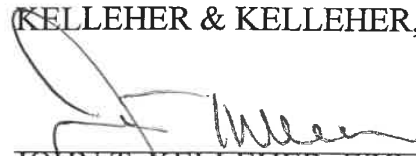
III.

CONCLUSION

WHEREFORE, the Defendant William Wallace requests the Court grant his Motion and deny Plaintiff's Countermotion in its entirety.

DATED this 27 day of July, 2021.

KELLEHER & KELLEHER, LLC



JOHN T. KELLEHER, ESQ.
Nevada State Bar No. 6012
40 S. Stephanie Street, Suite #201
Henderson, Nevada 89012
Attorney for Defendant

DECLARATION OF WILLIAM SHAWN WALLACE

YOUR DECLARANT, being first duly sworn, deposes and states that he has personal knowledge and is competent to testify to the following facts:

1. That your declarant is the Defendant in the above-captioned matter.
2. That your declarant submits this Declaration in support of his Reply and Opposition.
3. That your declarant has read the foregoing Reply and Opposition and knows each and every one of the contents therein to be true of his own personal knowledge.
4. That under penalty of perjury, I submit the above is true and correct to the best of my knowledge.

FURTHER YOUR DECLARANT SAYETH NAUGHT.

Dated this 26th day of July, 2021.

/s/ William Shawn Wallace

WILLIAM SHAWN WALLACE

Fwd: Case

----- Forwarded Message -----

Subject:Re: Case

Date:Mon, 26 Jul 2021 18:44:11 -0700

From:Bill Wallace <bwallace2575@gmail.com>

To:Christine Kelleher <christine@kelleherandkelleher.com>

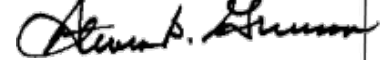
I, William Wallace, have ready the Reply and Opposition drafted by my legal counsel and authorize my legal counsel to sign the document electronically on my behalf.

CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of July, 2021, a true and correct copy of the above and foregoing REPLY TO PLAINTIFF'S OPPOSITION TO MOTION TO MODIFY DECREE OF DIVORCE AND OPPOSITION TO COUNTERMOTION FOR ATTORNEYS' FEES AND COSTS was served electronically via E-Service Master List of Odyssey and addressed as follows:

Shelly Booth Cooley, Esq.
THE COOLEY LAW FIRM
scooley@cooleylawlv.com
Attorney for Plaintiff


An employee of Kelleher & Kelleher, LLC



1 **EXH**
2 JOHN T. KELLEHER, ESQ.
3 Nevada State Bar No. 6012
4 KELLEHER & KELLEHER, LLC
5 40 S. Stephanie Street, Suite 201
6 Henderson, Nevada 89012
7 Telephone (702) 384-7494
8 Facsimile (702) 384-7545
9 kelleherit@aol.com
10 Attorney for Defendant

7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

9 AMMIE ANN WALLACE,
10
11 Plaintiff,

12 v.

13 WILLIAM SHAWN WALLACE,
14 Defendant.

CASE NO. D-20-613567-Z
DEPT. NO. S

Hearing Date: 08/12/2021
Hearing Time: 9:15 AM

Oral Argument Hearing
Requested: ☒ Yes
☐ No

15 **EXHIBITS TO REPLY TO PLAINTIFF'S OPPOSITION TO MOTION TO**
16 **MODIFY DECREE OF DIVORCE AND OPPOSITION TO**
17 **COUNTERMOTION FOR ATTORNEYS' FEES AND COSTS**

18 COMES NOW, Defendant, William Shawn Wallace, by and through his
19 attorney, John T. Kelleher, Esq., of the law firm of KELLEHER & KELLEHER,
20 LLC and hereby submits the attached documents as Exhibits to his *REPLY TO*
21 *PLAINTIFF'S OPPOSITION TO MOTION TO MODIFY DECREE OF DIVORCE*
22 *AND OPPOSITION TO COUNTERMOTION FOR ATTORNEYS' FEES AND COSTS*
23 filed July 27, 2021.

24 Exhibit A: William's W-2 Forms for his job with Alterra Home Loans in Las
25 Vegas (WW000001 - WW000002);

26 Exhibit B: Facebook posts with photographs of the children from this time
27 period (WW000003 - WW000040);

28 Exhibit C: Text message (WW000041);

///

LAW OFFICES
KELLEHER & KELLEHER LLC
40 S. STEPHANIE STREET, SUITE #201
HENDERSON, NEVADA 89012
(702) 384-7494

Exhibit D: Text messages (WW0000042 - WW0000043).

DATED this 27 day of July, 2021.

KELLEHER & KELLEHER, LLC

By: 
JOHN T. KELLEHER, ESQ. #5987
Nevada Bar No. 6012
40 S. Stephanie Street, Suite #201
Henderson, Nevada 89012
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of July, 2021, a true and correct copy of the above and foregoing EXHIBITS TO REPLY TO PLAINTIFF'S OPPOSITION TO MOTION TO MODIFY DECREE OF DIVORCE AND OPPOSITION TO COUNTERMOTION FOR ATTORNEYS' FEES AND COSTS was served electronically via E-Service Master List of Odyssey and addressed as follows:

Shelly Booth Cooley, Esq.
THE COOLEY LAW FIRM
scooley@cooleylawlv.com
Attorney for Plaintiff


An employee of Kelleher & Kelleher, LLC

EXHIBIT “A”

wages, tips, etc.

STATE:

wages, tips, etc.

Employer name

© 2017 ADP, LLC

Fold and Detach Here

Federal income tax withheld
420.51Social security tax withheld
846.76Medicare tax withheld
198.03Employer use only
A 961

310

Employee's SSA number

Allocated tips

Dependent care benefits

Instructions for box 12

Ret. plan 3rd party sick pay

1 Wages, tips, other comp.
13657.443 Social security wages
13657.445 Medicare wages and tips
13657.44d Control number
493057 PHOE/LR3 NV3020

c Employer's name, address, and ZIP code

ALTEERRA GROUP LLC
350 S RAMPART STE 310
LAS VEGAS NV 89145b Employer's FED ID number
20-8083209

7 Social security tips

9 Verification Code

11 Nonqualified plans

14 Other

e/f Employee's name, address and ZIP code

WILLIAM WALLACE
1608 SILVER SLIPPER
HENDERSON NV 8900215 State
NV

17 State income tax

19 Local income tax

2 Federal income tax withheld
420.514 Social security tax withheld
846.766 Medicare tax withheld
198.03Employer use only
A 961

a Employee's SSA number

8 Allocated tips

10 Dependent care benefits

12a

12b

12c

12d

13 Stat emp. Ret. plan 3rd party sick pay

16 State wages, tips, etc.

18 Local wages, tips, etc.

20 Locality name

1 Wages, tips, other comp.
13657.443 Social security wages
13657.445 Medicare wages and tips
13657.44d Control number
493057 PHOE/LR3

c Employer's name, address, and ZIP code

ALTEERRA GROUP LLC
350 S RAMPART STE 310
LAS VEGAS NV 89145b Employer's FED ID number
20-8083209

7 Social security tips

9 Verification Code

11 Nonqualified plans

14 Other

e/f Employee's name, address and ZIP code

WILLIAM WALLACE
1608 SILVER SLIPPER
HENDERSON NV 8900215 State
NV

17 State income tax

19 Local income tax

16 State wages, tips, etc.

18 Local wages, tips, etc.

20 Locality name

FOLD AND DETACH HERE

FOLD AND DETACH HERE

Copy
2017
OMB No. 1545-0008
Tax ReturnNV State Reference Copy
W-2 Wage and Tax Statement
2017
Copy 2 to be filed with employee's State Income Tax Return.NV
W-2
Copy 2 to be filed with

WWW000001

JA0161

ND LOCAL/CITY INCOME TAX RETURNS.

Correct any name, SSN, or money amount reported to the SSA on Form W-2. Be sure to follow the instructions made so you may file them with your return. If your name and SSN are correct but the name as shown on your social security card is not, ask for a new card that displays your correct name. You can get a new card from the SSA office or by calling 800-772-1213. You can also visit the SSA website at www.SSA.gov.

Cost of employer-sponsored health coverage (if the cost is provided by the employer). The cost of employer-sponsored health coverage is for your information only. Health coverage reported with code DD is not taxable.

Credit for excess taxes. If you had more than one employer in 2018 and more than \$7,960.80 of federal income tax was withheld, you may be able to claim a credit against your federal income tax. If you had more than one employer and more than \$7,960.80 of federal income tax was withheld, you also may be able to claim a credit against your federal income tax. See your Form 1040 instructions for more information.

See your Form 1040 instructions for more information.

9382 Monterrey Cliffs

City, town or post office, state, and ZIP code. If you have a P.O. box, see instructions.

Las Vegas, NV 89148

Dependents (see instructions):

(1) First name

William Wallace

(2) Social security number

1 Wages, tips, other comp. **7302.44** 2 Federal income tax withheld **157.43**

3 Social security wages **7302.44** 4 Social security tax withheld **452.75**

5 Medicare wages and tips **7302.44** 6 Medicare tax withheld **105.89**

Control number **33057 ATLA/DIQ NV3020** Dept. **NV3020** Corp. **T** Employer use only **928**

Employer's name, address, and ZIP code

**ALTERRA GROUP LLC
350 S RAMPART STE 310
LAS VEGAS NV 89145**

Employer's FED ID number **20-8083209**

a Employee's SSA number

7 Social security tips

8 Allocated tips

9 Identification Code

51-233b-0495-ba20

10 Dependent care benefits

11 Qualified plans

12a See instructions for box 12 **W 433.32**

12b **DD 820.10**

12c

12d

13 Stat emp. Ret. plan 3rd party sick pay

Employee's name, address and ZIP code

**WILLIAM WALLACE
SILVER SLIPPER
PERSON NV 89002**

14 Employer's state ID no. 15 State wages, tips, etc.

16 State income tax 17 Local wages, tips, etc.

18 Local income tax 19 Locality name

Federal Filing Copy

2 Wage and Tax Statement

2018

OMB No. 1545-0008

Transmitted to the Internal Revenue Service.

WWW000002

EXHIBIT “B”

7:32

5G



Bill Wallace



Home

About

Photos



Bill Wallace



Aug 12, 2019 · 2

1st Day of 4th Grade for Will and 2nd Grade for Miller.



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WW000003

JA0164

7:46

5G



Bill Wallace



Home

About

Photos

16

4 Comments



Like



Comment



Share



Bill Wallace



Dec 1, 2018 · 2

Tomorrow's football drama started today !!



John Barrow and 12 others



Like



Comment



Share



Bill Wallace



Nov 29, 2018 · 2



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WWW000004

JA0165

7:45

5G



Bill Wallace



Home

About

Photos



Bill Wallace



Dec 1, 2018 · 2

This was our very first time in a comic book store. I can't get baseball cards to stick yet.



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WWW000005

JA0166

7:45

5G



Bill Wallace



Home

About

Photos



Bill Wallace



Dec 18, 2018 · 2

We have a multi-sport stud on our hands. Will was the most dominant (biggest/strongest) player on the court. Glad to see he loves basketball like his Grandpa did.

Next, we are trying lacrosse before Spring baseball.



News Feed



Watch



Marketplace



Profile



Notifications



Menu

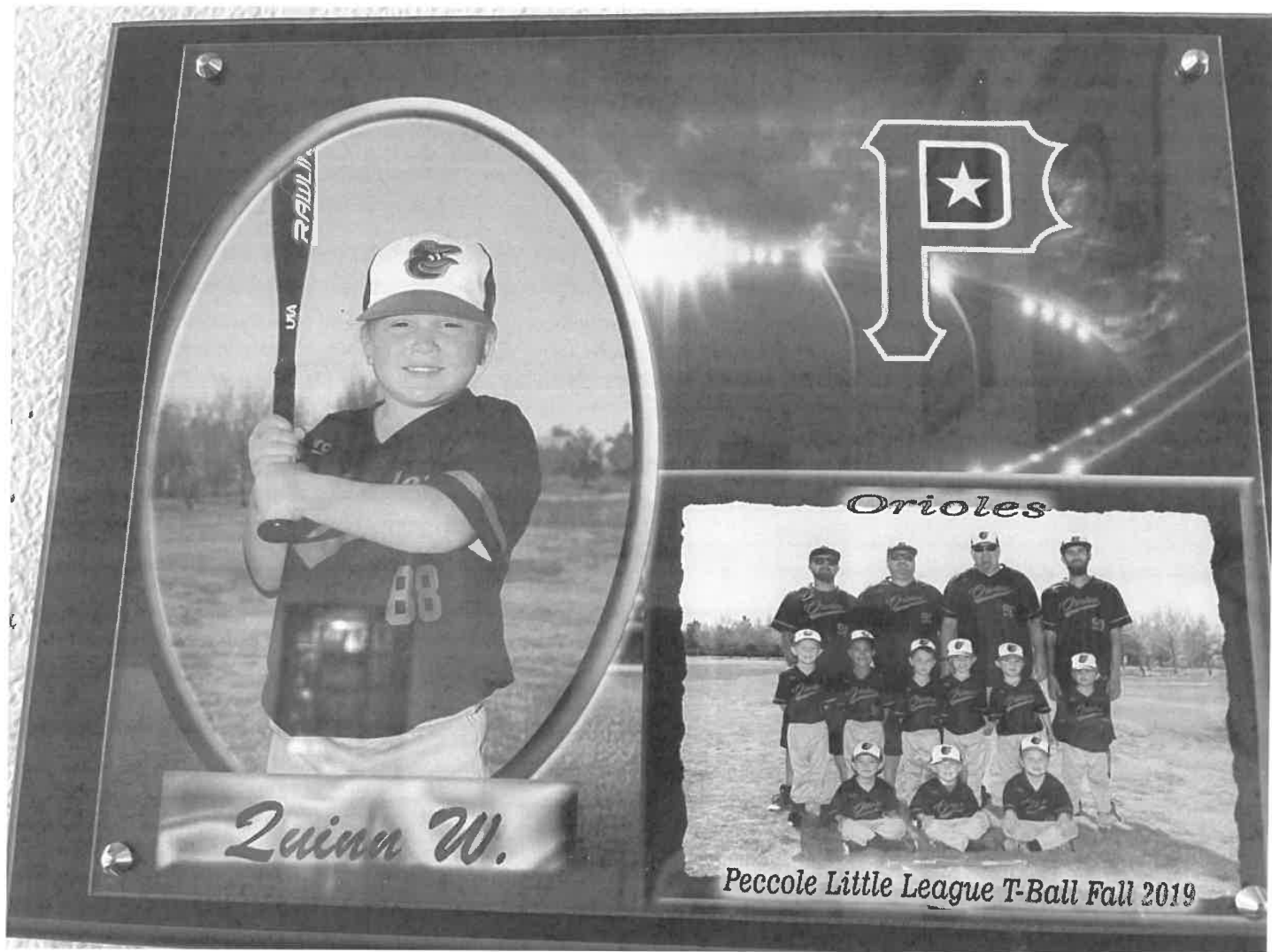
WWW000006

JA0167



WW000007

JA0168



WW000008

JA0169

7:43

5G



Bill Wallace



Home

About

Photos



John Barrow and 26 others

14 Comments



Like



Comment



Share



Bill Wallace



Jan 19, 2019 · 2

Snow Day



John Barrow and 21 others

1 Comment



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WWW000009

JA0170

7:33

5G



Bill Wallace



Home

About

Photos

Like

Comment

Share



Bill Wallace



Jul 24, 2019 · 2

There were some complications. I am having another surgery on Thursday to fix what happened.

THEN, we can go back in and fuse the left pelvis to the left sacrum. Sometime next week.



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WW000010

JA0171

7:47

5G



Bill Wallace



Home

About

Photos

Like

Comment

Share



Bill Wallace



Jul 4, 2018 · 2

Tonight was an amazing night for the Wallace clan. Will Miller and Quinn got to go down on the field before the game to meet the players, hang out with Cosmo and got to yell "Play Ball" after the national anthem.

Then in the 6th inning, got to go back on... See More



Angie Powell and 7 others



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WWW000011

JA0172

7:33

5G



Bill Wallace



Home

About

Photos



Like



Comment



Share



Bill Wallace



Jul 7, 2019 · 2

Found some time to take the Wallace clan kids on a quad ride today.



John Barrow and 20 others

1 Comment



Like



Comment



Share



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WW000012

JA0173

7:38

5G



Bill Wallace



Home

About

Photos



Bill Wallace



Jun 1, 2019 · 2

They did it. Will's team won the tournament. They are the "Tournament of Champions" champs !!



John Barrow and 24 others

2 Comments



Like



Comment



Share



Bill Wallace



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WWW000013

JA0174

7:37

5G



Bill Wallace



Home

About

Photos



Like



Comment



Share



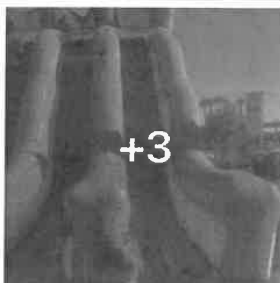
Bill Wallace



Jun 22, 2019 · 2

I spent the day with the kids at the "Slides, Rides & Rock n Roll" event. Water slides all day with live music and a car show.

We topped it off with shaved ice.



John Barrow and 10 others

1 Comment



Like



Comment



Share



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WWW000014

JA0175

7:35

5G



Bill Wallace



Home

About

Photos

Like

Comment

Share



Bill Wallace



Jun 24, 2019 · 2

Happy 9th Birthday Will !!

He wanted a pancake bigger than his head for breakfast.



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WW000015

JA0176

7:35

5G



Bill Wallace



Home

About

Photos



Bill Wallace



Jun 26, 2019 · 2

Will's final present finally arrived.

An autographed Javier Baez baseball



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WW000016

JA0177

7:34

5G



Bill Wallace



Home

About

Photos

John Barrow and 20 others

1 Comment



Like



Comment



Share



Bill Wallace is with Ammie Olson Wallace.



Jun 29, 2019 · 2

Quinn had her 1st dance recital today. If she keeps this up, she won't be the "Dirt Monkey" anymore.



John Barrow and 26 others

1 Share



Like



Comment



Share



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WW000017

JA0178

7:47

5G



Bill Wallace



Home

About

Photos



Bill Wallace



Jun 8, 2018 · 2

This movie required a fort !!



John Barrow and 21 others

1 Comment



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WW000018

JA0179

7:48

5G



Bill Wallace



Home

About

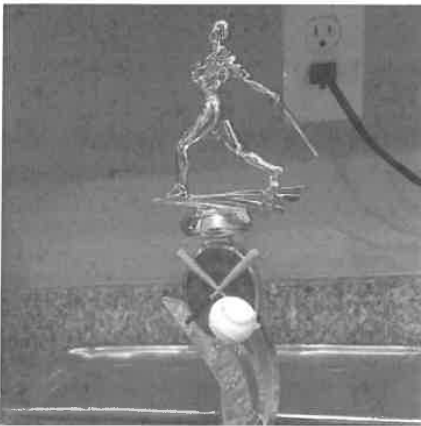
Photos

**Bill Wallace**

Mar 10, 2018 · 2

I would like to say it is because of all my years of coaching him, but he's a Wallace and comes from a long line of playing good ball. Will today at age 7, won a home run derby for his whole division at opening ceremonies. It was sick !! And he looks good in orange.

... See More



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WWW000019

JA0180

7:48

5G



Bill's Post



Russ Whitaker and 2 others

Like

Comment

Share



Daysha Wallace and 3 others

Like

Comment

Share

WW000020

JA0181

7:42

5G



Bill Wallace



Home

About

Photos



John Barrow and 16 others

1 Comment



Like



Comment



Share



Bill Wallace



Mar 16, 2019 · 2

Opening Day for Little League 2019

We were representing !!



You, Bryan Bonn and 33 others

7 Comments



Like



Comment



Share



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WWW000021

JA0182

7:41

5G



Bill Wallace



Home

About

Photos



Like



Comment



Share



Bill Wallace



Mar 17, 2019 · 2

We came to see Grandpa and tell him Happy St. Patrick's Day.

Boys left him a baseball.



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WW000022

JA0183

7:41

5G



Bill Wallace



Home

About

Photos



Bill Wallace



May 10, 2019 · 2

Jr. got "Student of the Month" during the most difficult month of the year to concentrate and the last month of school.



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WW000023

JA0184

7:39

5G



Bill Wallace



Home

About

Photos



Bill Wallace



May 22, 2019 · 2

Good day for William Wallace Jr. he got an award today at school for the Honor Roll, but his team also played today for the Peccole Little League AAA championship. He went 3-4 with 3 RBI's. Now on to TOC to play all the other AAA winners in our division.



John Barrow and 29 others

3 Comments



Like



Comment



Share



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WWW000024

JA0185

7:39

5G



Bill Wallace



Home

About

Photos



Bill Wallace



May 28, 2019 · 2

Took the kids to see a concert, the "Not - It's" out of Seattle, WA. During the show, we won a CD because their kick-ass dad was the best dancer (that's right, I got moves !!!). We got the entire band to sign the CD. Will then told the drummer that he wanted to play the drums and he gave Will his drumsticks that he played the show with and... See More



Janell Whitaker Cardenas and 14 others

Like

Comment

Share



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WWW000025

JA0186

6:56



Bill Wallace



Home

About

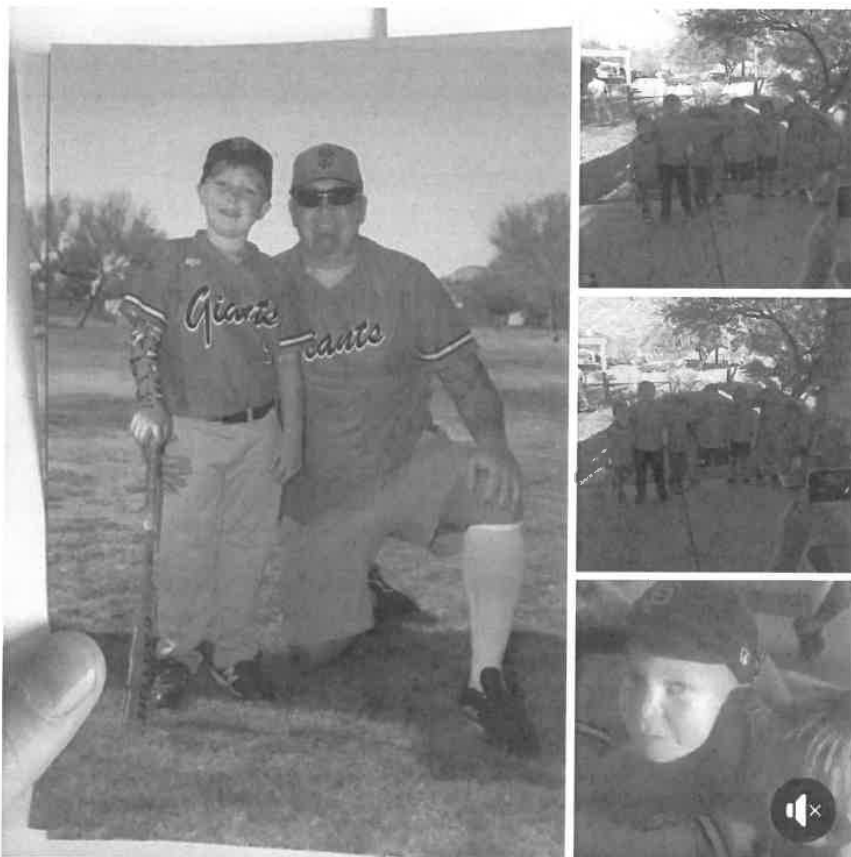
Photos



Bill Wallace
Nov 18, 2019 · 2

Well, "Miller Time" just finished his last season at A Peccole. I wasn't able to get as much video and pics of him as the other kids because I was out there coaching him.

He did a great job and grew a lot as a player, becoming the best hitter on his team and... See More



John Barrow and 19 others

2 Comments



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WW000026

JA0187

6:55



Bill Wallace



Home

About

Photos



Bill Wallace

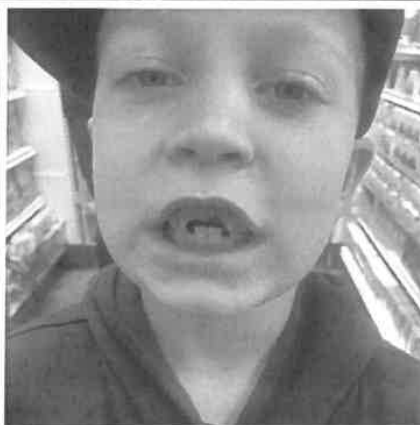


Nov 26, 2019 · 2

Wallace boys took in a UNLV basketball game tonight.

UNLV has never lost a game we've attended.

AND, Miller lost his other front tooth



26

2 Comments



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WW000027

JA0188

6:57



Bill Wallace



Home

About

Photos



Bill Wallace



Nov 16, 2019 · 2

Well, Holy Shit !! Will's season in AAA Peccole came to an end today with his team beating the Angels to win the championship.

Will pitched game 1 and recorded 7 strikeouts, shutting them down and getting his team a victory.
... See More



John Barrow and 19 others

2 Comments



Like



Comment



Share



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WWW000028

JA0189

6:56



Bill Wallace



Home

About

Photos

Like

Comment

Share



Bill Wallace



Nov 23, 2019 ·

The Wallace boys are enjoying the last UNLV home game at Sam Boyd.

AND, Miller pulled his tooth out.

Great times and memories at this stadium.



Daysha Wallace and 23 others

11 Comments



Like



Comment



Share



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WW000029

JA0190

6:58



Bill Wallace



Home

About

Photos



Bill Wallace



Nov 5, 2019 · 2

Well Quinn (the Dirt Monkey) just finished up her last season of T-ball.

She did great, one of the best hitters in the league and the only girl on her team.

Next is "Coach Pitch"



You, John Barrow and 19 others

Like

Comment

Share

News Feed

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Marketplace

Profile

Notifications

Menu

WWW000030

JA0191

6:57



Bill Wallace



Home

About

Photos



Bill Wallace



Nov 9, 2019 · 2

We needed some adventure today, so we did:

Hoover Dam

Lake Mead

Horror Museum

&

... See More



John Barrow and 12 others

1 Comment



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WW000031

JA0192

7:17



Bill Wallace



Home

About

Photos

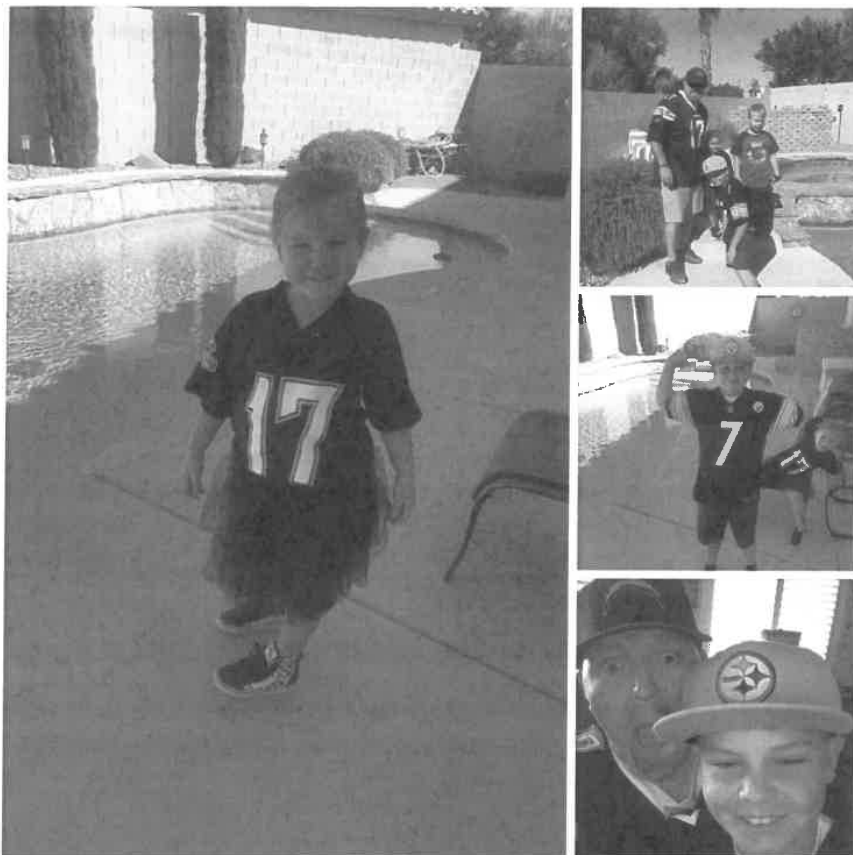


Bill Wallace



Oct 13, 2019 · 2

We are ready for Chargers vs. Steelers !!



21

2 Comments



Like



Comment



Share

15 friends posted on your timeline for your birthday.



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WW000032

JA0193

7:18



More Videos



Bill Wallace

Oct 13, 2019 · 2



This is a perfect example of the dynamic of my boys.
Miller is the careful one and Will is the wild one.



Michelle Holbert and 7 others

63 Views

WW000033

JA0194

7:46

5G



Bill Wallace



Home

About

Photos



Like



Comment



Share



Bill Wallace



Oct 22, 2018 · 2

Having fun with the blower !!



Daysha Wallace and 13 others

1 Comment



Like



Comment



Share



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WWW000034

JA0195

7:30

5G



Bill Wallace



Home

About

Photos



Like



Comment



Share



Bill Wallace



Sep 1, 2019 · 2

Ready for the Aviators Game



Daysha Wallace and 10 others



Like



Comment



Share



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WW000035

JA0196

7:32

5G



Bill Wallace



Home

About

Photos



Bill Wallace

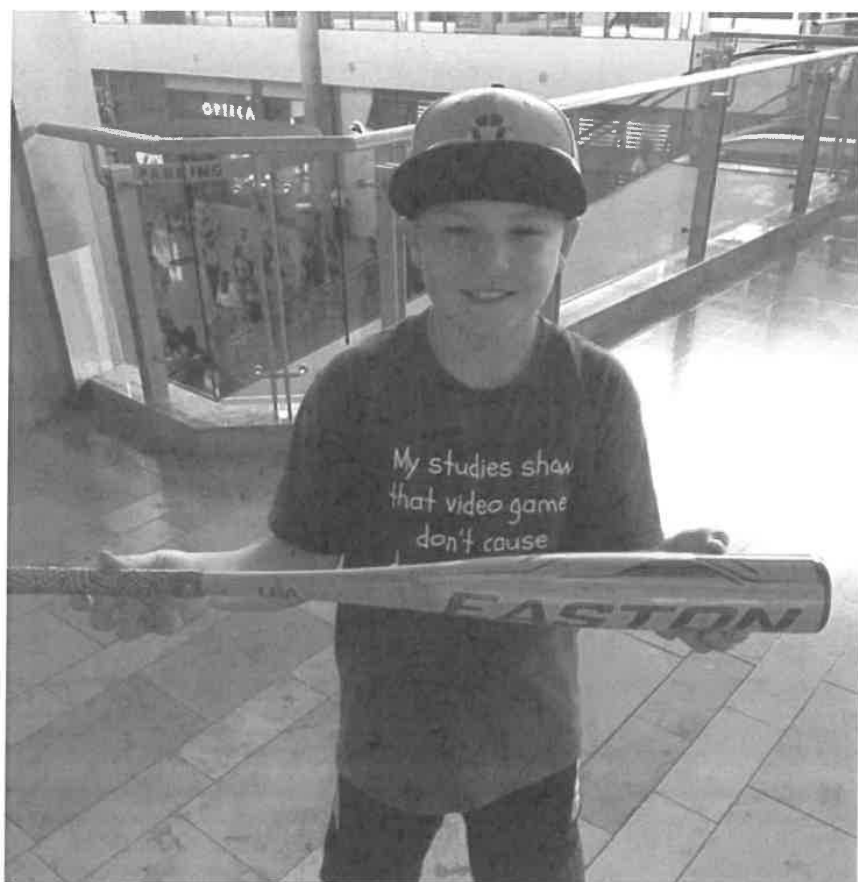


Sep 1, 2019 · 2

I made a deal with the kids. If they showed me they loved baseball, I would get them whatever equipment they wanted.

Well it started. Will got his Easton Ghost bat. Quinn also got an Easton Ghost bat for T-ball.

... See More



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WW000036

JA0197

7:29

5G



Bill Wallace



Home

About

Photos



Bill Wallace



Sep 24, 2019 · 2

The "Dirt Monkey" is ready for her game.



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WW000037

JA0198

7:10

5G



Bill Wallace



Home

About

Photos



Like



Comment



Share

See 12 More



Bill Wallace



Sep 25, 2019 ·

William Wallace Jr. promised me a good game on my birthday.

Well, he hit a HOMERUN and made a great play at 3rd base.

Proud Daddy here !!



23

1 Comment



Like



Comment



Share



Bill Wallace updated his profile picture.



Sep 25, 2019 ·



News Feed



Watch



Marketplace



Profile



Notifications



Menu

WW000038

JA0199



WW000039

JA0200



Miller W.



WWW000040

JA0201

EXHIBIT “C”

5:27

5G



Will >

Awesome !!

Monday 8:43 PM

Pete Alonso, the "Polar Bear", just barely beat Trey Mancini and won the Home Run Derby !

Today 5:24 PM

Can you send me a pic of my pops

Pops ?

Funkos

Yes, when I get home I will call you and you can tell me which ones.

I Miss you !

Delivered

Yea but can you send me a pic of them I will get in trouble if I call you



iMessage



Apple Pay



WW000041

JA0203

EXHIBIT “D”

Mon, May 24, 2:07 PM

We need to talk about school registration for next year. I can believe Will is going to middle school.

Also, on Thursday and Friday, there is no school and I want to keep them those 2 days before you leave to TX. Summer vacation is here.

The registration thing is complicated and definitely needs a discussion. Let's do that after we get back from Texas.

We leave Friday morning at 11am.

Why don't you keep them

Wednesday night and either

Thursday night as long as there are home by 10am Friday morn.

or having them back late Thursday



iMessage



100004

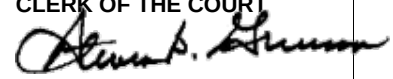
Wednesday 6:11 PM

I like Faiss for Will. Still getting info on Berkeley

They are registered.

WW000043

JA0206



THE COOLEY LAW FIRM
Shelly Booth Cooley
Nevada State Bar No. 8992
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Telephone Number: (702) 265-4505
Facsimile Number: (702) 645-9924
E-mail: scooley@cooleylawlv.com
Attorney for Plaintiff,
AMMIE ANN WALLACE

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

AMMIE ANN WALLACE,

Plaintiff,

vs.

WILLIAM SHAWN WALLACE,

Defendant.

Case No.: D-20-613567-Z

Dept No.: S

Hearing Requested?

☒ Yes.

08/12/2021 at 9:15 a.m.

☐ No. Chambers Decision

**PLAINTIFF'S EXHIBITS TO OPPOSITION TO DEFENDANT'S
MOTION TO MODIFY DECREE OF DIVORCE
AND COUNTERMOTION FOR ATTORNEYS' FEES AND COSTS**

THE COOLEY LAW FIRM



Shelly Booth Cooley
Nevada Bar No. 8992
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Attorney for Plaintiff,
AMMIE ANN WALLACE

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1	Correspondence from Jason Christian of Christian Construction Co.	08/04/2021	PL0001-PL0002
2	Electronic mail regarding travel between Nevada and Texas	06/01/2020; 06/19/2020; 07/27/2020	PL0003-PL0006
3	Text messages exchanged between Ammie and William regarding payment of child support	01/21/2020	PL0007-PL0009
4	Account Detail, Wells Fargo Bank, Zelle deposits from William S. Wallace	01/21/2020-10/22/2020	PL0010-PL0012
5	Text messages exchanged between Ammie and William regarding school registration	05/24/2020-07/21/2020	PL0013-PL0017
6	Text messages exchanged between Ammie and William regarding tax returns	02/28/2021-05/04/2021	PL0018-PL0022

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- 7
- 8

☒ **BY ELECTRONIC SERVICE:** Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned “In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court,” by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system.

☐ **BY MAIL:** Pursuant to EDCR 7.26(a)(1), by depositing a copy of the same in a sealed envelope in the United States Mail, Postage Pre-Paid to the last known address of each of the parties, at Las Vegas, Nevada.

☐ **BY FACSIMILE TRANSMISSION:** Pursuant to EDCR 7.26(a)(3), via facsimile transmission. Attached is a copy of the Facsimile Transmittal Form, along with the Fax Call Report, confirming the facsimile transmission.

☐ **BY HAND DELIVERY:** By hand delivery with signed Receipt of Copy.

John T. Kelleher, Esq.
Kelleher & Kelleher, LLC
40 S. Stephanie St., Suite 201
Henderson, NV 89012
Attorneys for Defendant

JA0209

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EXHIBIT PAGE ONLY



10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145

EXHIBIT 1

PL0001
JA0210



802 Texas Blvd
Texarkana, TX 75501
Phone: 903-831-7959 – Mobile: 903-277-2555

August 4, 2021

Shelley Cooley
scooley@cooleylawlv.com

I received a phone call today asking me about a William (Bill) Wallace, who worked for us back in 2016. Mr. Wallace did not have a good ending with our organization, he was terminated for embezzling and prosecution had been implemented. It came at the recommendation of the arresting officer that if Mr. Wallace could repay all or part of the funds he had stolen then he could avoid being prosecuted. I reluctantly agreed as I understood Mr. Wallace's time in jail would be measured in minutes, and he would receive probation and I would be out the money he took.

Mr. Wallace had been given a company Credit Card from AMEX that upon reconciliation I discovered he was using the company credit card for multitudes of personal purchases such as furniture, swing sets, groceries, etc. AMEX forgave the charges when we explained what had happened. Mr. Wallace was also given a signature card for the checking account as it was his job to maintain company expenses and payroll. He dubbed himself CFO which we all had a good laugh at. I noticed one afternoon while going through our checking account I was finding numerous cash withdrawals Mr. Wallace had taken with counter checks and attempted to disguise the withdrawals as cash payment for materials and to subcontractors. That amount came to somewhere around \$15,000.00 I believe. Mr. Wallace also purchased a boat. He claimed his Mother In Law purchased the boat for the family and maybe that is true, I can't believe a single word he says, or said.

Upon discovering this, I fired Mr. Wallace and him and his family moved back to Las Vegas, out of shame I am sure. In my opinion, Mr. Wallace suffered from an opioid addiction, as he was buying Hydrocodone off the street. My family and I went out of our way to befriend him and his family and he stole from us while watching me have anxiety about paying bills for the company. In my opinion, Mr. Wallace has no business doing anything other than hauling trash as he absolutely cannot be trusted.

Jason Christian
Christian Construction
802 Texas Blvd
Texarkana, TX 75501

PL0002

JA0211

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EXHIBIT PAGE ONLY



EXHIBIT 2

PL0003
JA0212

ammie wallace

Subject: Allegiant Air flight 221 to Shreveport (9NPKTP)
Location: McCarran International Airport (5757 Wayne Newton Blvd, Las Vegas, NV 89119, United States)
Start: Mon 6/1/2020 6:30 AM
End: Mon 6/1/2020 9:25 AM
Recurrence: (none)
Meeting Status: Meeting organizer
Organizer: ammie wallace

Allegiant Air flight 221 (2 hours, 55 minutes)

Confirmation code: 9NPKTP

Passengers: AMMIE WALLACE, WILLIAM WALLACE, MILLER WALLACE, QUINN WALLACE

[Check in online](#)

Departs at 6:30 AM on Monday, June 1, 2020 from Las Vegas (LAS)

Arrives at 11:25 AM on Monday, June 1, 2020 in Shreveport (SHV)

Showing airport local time.

This event was automatically added to your calendar from email by Outlook.



ammie wallace

Subject: Allegiant Air flight 241 to Las Vegas (9PW BSP)
Location: Shreveport Regional Airport (5103 Hollywood Ave, Shreveport, LA 71109, United States)
Start: Fri 6/19/2020 8:41 PM
End: Fri 6/19/2020 11:44 PM
Recurrence: (none)
Meeting Status: Meeting organizer
Organizer: ammie wallace

Allegiant Air flight 241 (3 hours, 3 minutes)

Confirmation code: 9PW BSP

Passengers: BILL WALLACE, WILLIAM WALLACE, MILLER WALLACE, QUINN WALLACE

[Check in online](#)

Departs at 10:41 PM on Friday, June 19, 2020 from Shreveport (SHV)

Arrives at 11:44 PM on Friday, June 19, 2020 in Las Vegas (LAS)

Showing airport local time.

This event was automatically added to your calendar from email by Outlook.



ammie wallace

Subject: Allegiant Air flight 241 to Las Vegas (9QX2HY)
Location: Shreveport Regional Airport (5103 Hollywood Ave, Shreveport, LA 71109, United States)
Start: Mon 7/27/2020 8:42 PM
End: Mon 7/27/2020 11:42 PM
Recurrence: (none)
Meeting Status: Meeting organizer
Organizer: ammie wallace

Allegiant Air flight 241 (3 hours)

Confirmation code: 9QX2HY

Passengers: AMMIE WALLACE

[Check in online](#)

Departs at 10:42 PM on Monday, July 27, 2020 from Shreveport (SHV)

Arrives at 11:42 PM on Monday, July 27, 2020 in Las Vegas (LAS)

Showing airport local time.

This event was automatically added to your calendar from email by Outlook.

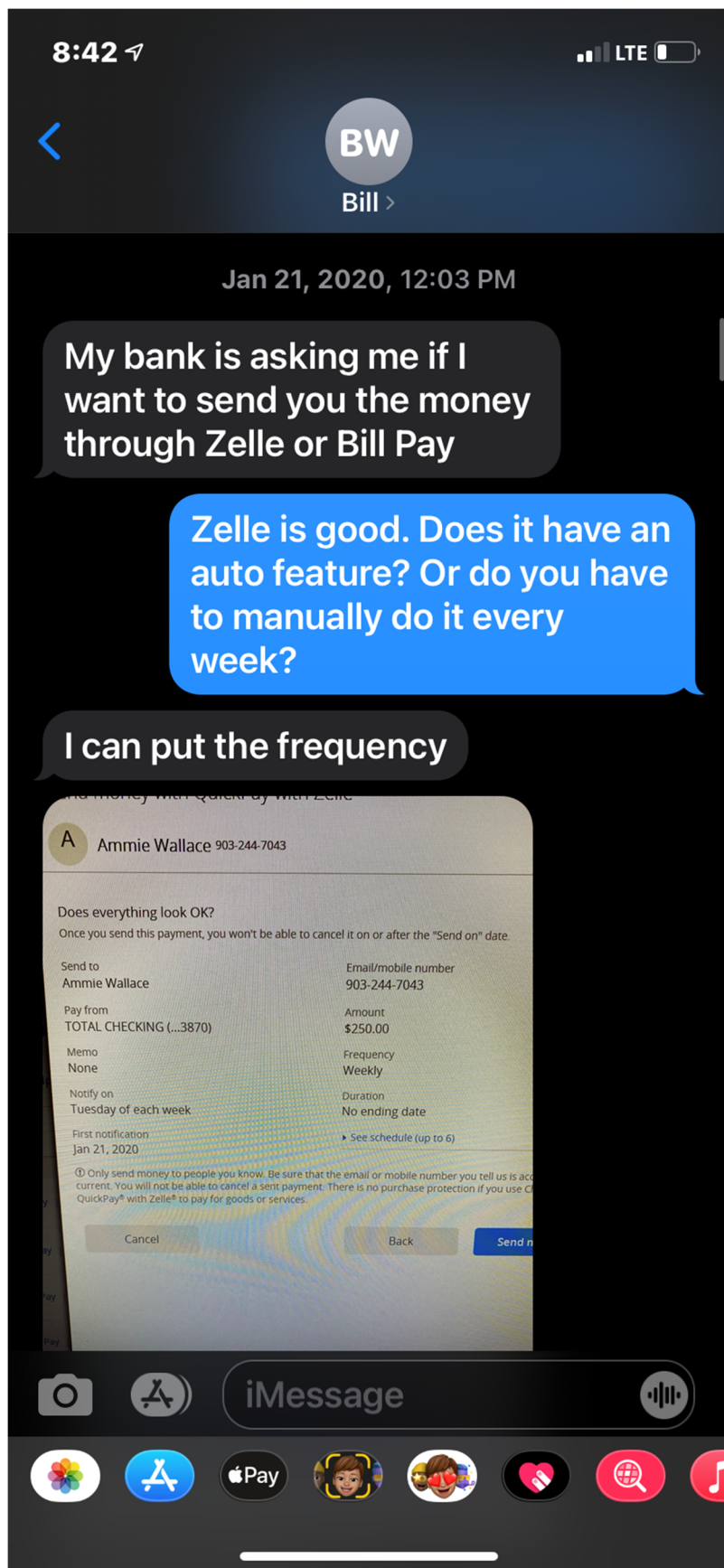


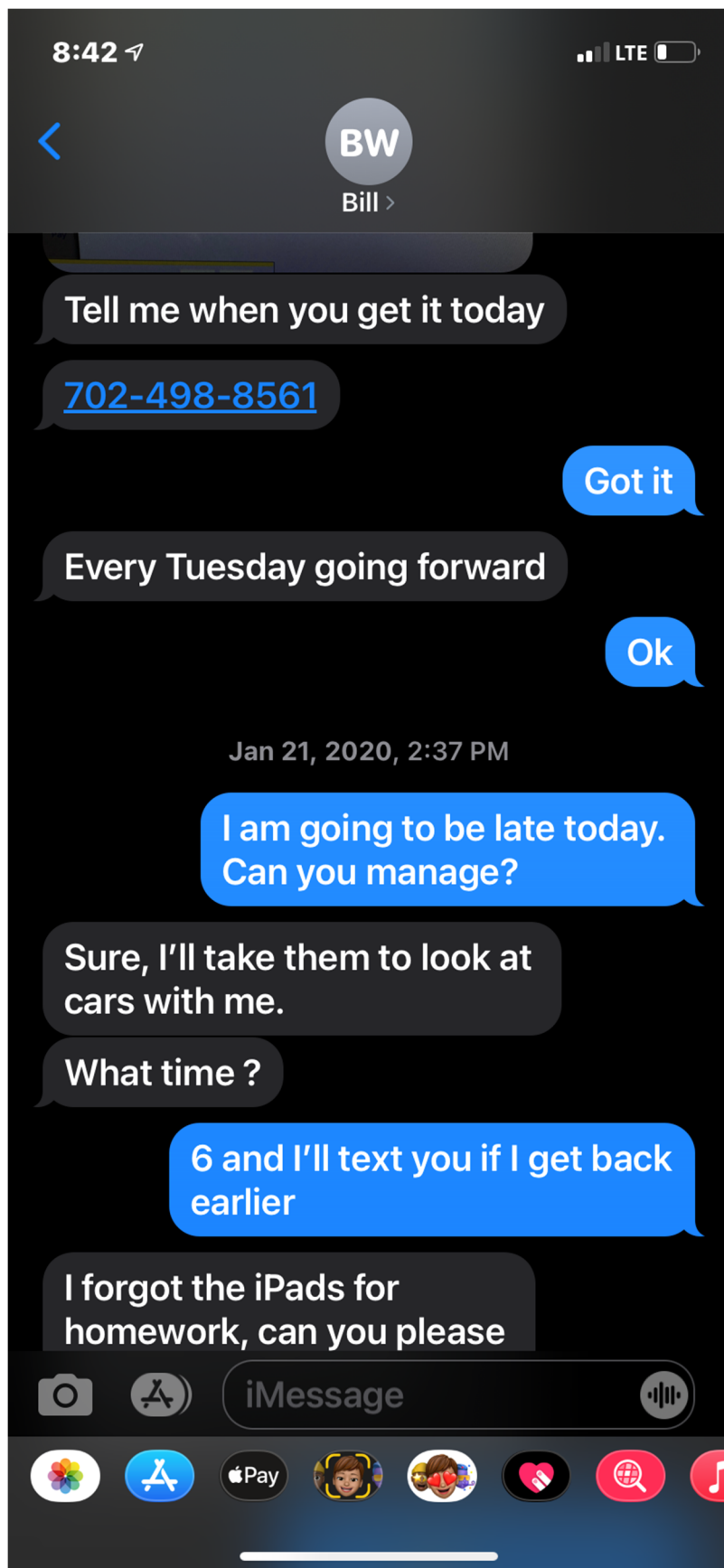
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EXHIBIT PAGE ONLY



EXHIBIT 3

PL0007
JA0216





PL0009
JA0218

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EXHIBIT PAGE ONLY



EXHIBIT 4

PL0010
JA0219

WELLS FARGO

PREFERRED
CHECKING

Account
...4778
Routing Numbers

\$ ~~XXXXXXXXXX~~
Available balance

Activity Summary

Current posted balance	XXXXXXXXXX
Pending withdrawals/debits	XXXXXXXXXX
Pending deposits/credits	\$0.00
Available balance	XXXXXXXXXX

Monthly Service Fee Summary

Routing numbers

Activity

First
Previous
Next

Date	Description	Deposits/Credits	Withdrawals/Debits
Pending Transactions			
No pending transactions to view.			
Posted Transactions			
10/22/20	ZELLE FROM WILLIAM S WALLACE ON 10/22 REF # JPM457577806	\$1,500.00	This was half of the retainer
06/11/20	ZELLE FROM WILLIAM S WALLACE ON 06/11 REF # JPM382646718	\$250.00	
06/03/20	ZELLE FROM WILLIAM S WALLACE ON 06/03 REF # JPM378988915	\$250.00	
05/26/20	ZELLE FROM WILLIAM S WALLACE ON 05/26 REF # JPM374679958	\$250.00	
05/13/20	ZELLE FROM WILLIAM S WALLACE ON 05/12 REF # JPM368401807	\$250.00	
05/07/20	ZELLE FROM WILLIAM S WALLACE ON 05/07 REF # JPM365940207	\$250.00	
04/28/20	ZELLE FROM WILLIAM S WALLACE ON 04/28 REF # JPM361179510	\$250.00	
04/22/20	ZELLE FROM WILLIAM S WALLACE ON 04/22 REF # JPM358682364	\$250.00	
Totals		XXXXXXXXXX	\$0.00

8/2/2021

Account Detail - Wells Fargo

Date	Description	Deposits/Credits	Withdrawals/Debits
04/15/20	ZELLE FROM WILLIAM S WALLACE ON 04/15 REF # JPM355673021	\$250.00	
04/08/20	ZELLE FROM WILLIAM S WALLACE ON 04/07 REF # JPM352335503	\$250.00	
03/25/20	ZELLE FROM WILLIAM S WALLACE ON 03/25 REF # JPM346847413	\$250.00	
03/10/20	ZELLE FROM WILLIAM S WALLACE ON 03/10 REF # JPM340660856	\$250.00	
03/03/20	ZELLE FROM WILLIAM S WALLACE ON 03/02 REF # JPM337346040	\$250.00	
02/25/20	ZELLE FROM WILLIAM S WALLACE ON 02/24 REF # JPM333774102	\$250.00	
02/18/20	ZELLE FROM WILLIAM S WALLACE ON 02/17 REF # JPM330878439	\$250.00	
02/11/20	ZELLE FROM WILLIAM S WALLACE ON 02/10 REF # JPM327913507	\$250.00	
02/04/20	ZELLE FROM WILLIAM S WALLACE ON 02/03 REF # JPM324962284	\$250.00	
01/24/20	ZELLE FROM WILLIAM S WALLACE ON 01/24 REF # JPM320366930	\$250.00	
01/21/20	ZELLE FROM WILLIAM S WALLACE ON 01/21 REF # JPM319186278	\$250.00	
04/23/20	ZELLE FROM STUBBEN MICHAEL ON 04/23 REF # BAC91BADBF0B FLOWERS FOR CP	\$50.00	
04/24/20	ZELLE FROM STEVEN PRESCOTT ON 04/24 REF # JPM359509867 CHRISTINES FLOWERS	\$50.00	
10/26/20	ZELLE FROM RAYO CHARLENE ON 10/24 REF # PP094543Q3	\$25.00	
03/22/21	ZELLE FROM NYE CATHY ON 03/20 REF # PP0B3RDPW6	\$60.00	
02/11/21	ZELLE FROM MCDUFFIE SARAH ON 02/11 REF # PP09T36YWT	\$15.00	
04/23/20	ZELLE FROM MASON T KALASHIAN ON 04/23 REF # JPM359001795 CHRISTINE PLANTER	\$25.00	
10/21/20	ZELLE FROM DREW KNAPE ON 10/21 REF # JPM456870508 JERSEYS HATS FOR NOAH ALEX AND CASTON	\$102.00	
02/16/21	ZELLE FROM DESTINIE GRIMES ON 02/14 REF # 20R01NL3ZZ6F L LIGGINS FIT HAT	\$15.00	
02/01/21	ZELLE FROM CHRISTINA E HALL ON 01/30 REF # JPM521658823 AIDEN DESOUZA FITTED HAT	\$15.00	
02/11/21	ZELLE FROM BANKS AMINA ON 02/11 REF # PP09T36W5X SIMON BANKS HAT	\$15.00	

Totals~~XXXXXXXXXX~~**\$0.00**

PL0012

https://connect.secure.wellsfargo.com/accounts/inquiry/accountdetails/adc64077-38a1-494d-9984-ec3613c91dfa?_eid=account_detail&_cid=acc640... 2/16

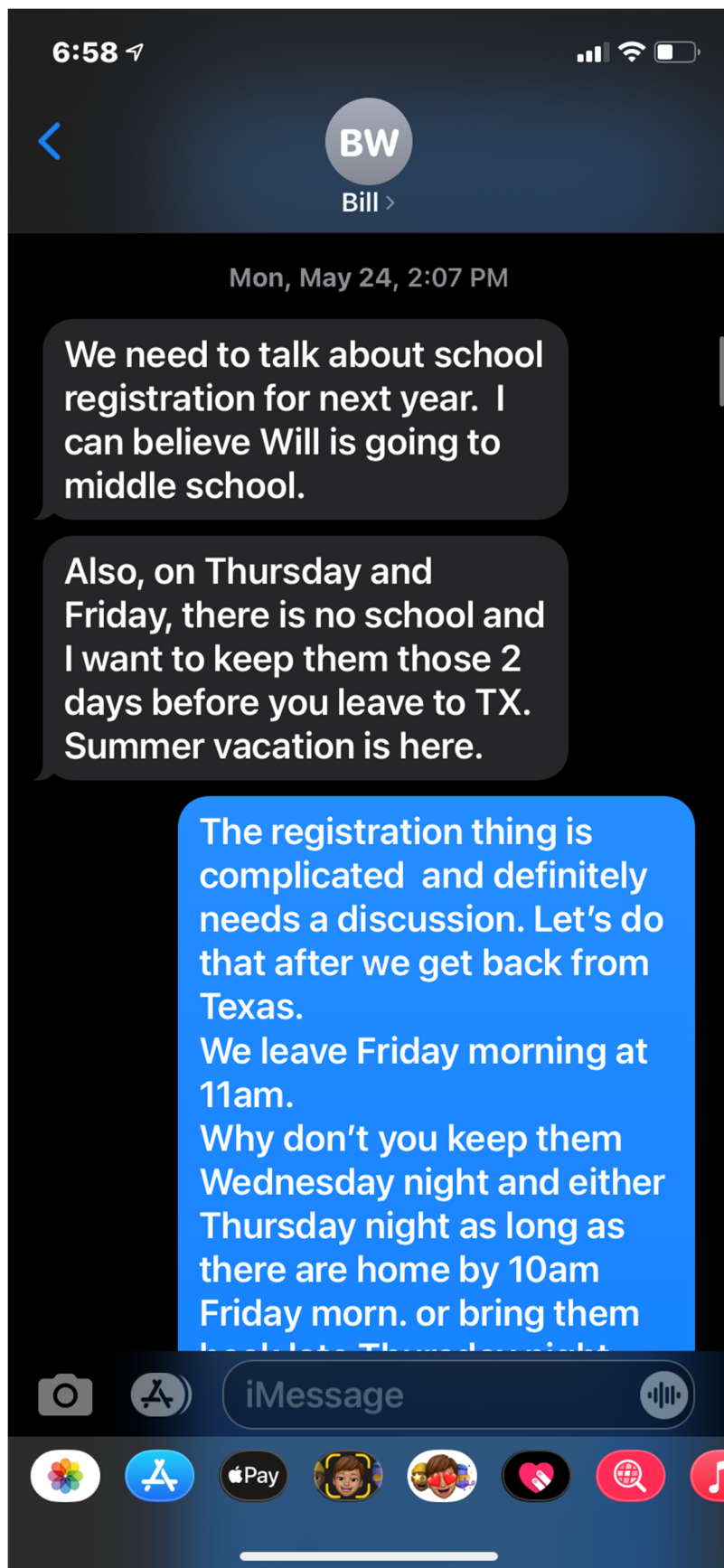
JA0221

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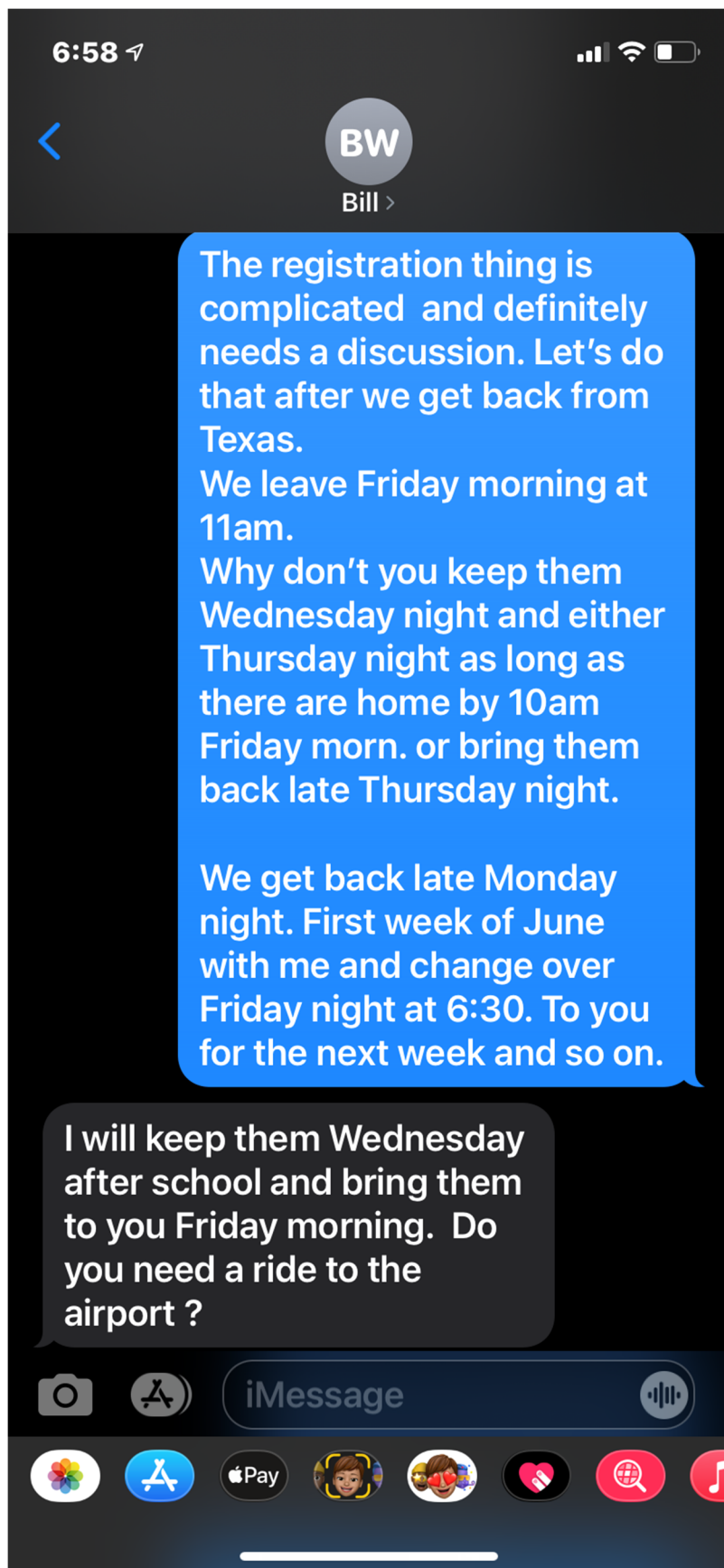


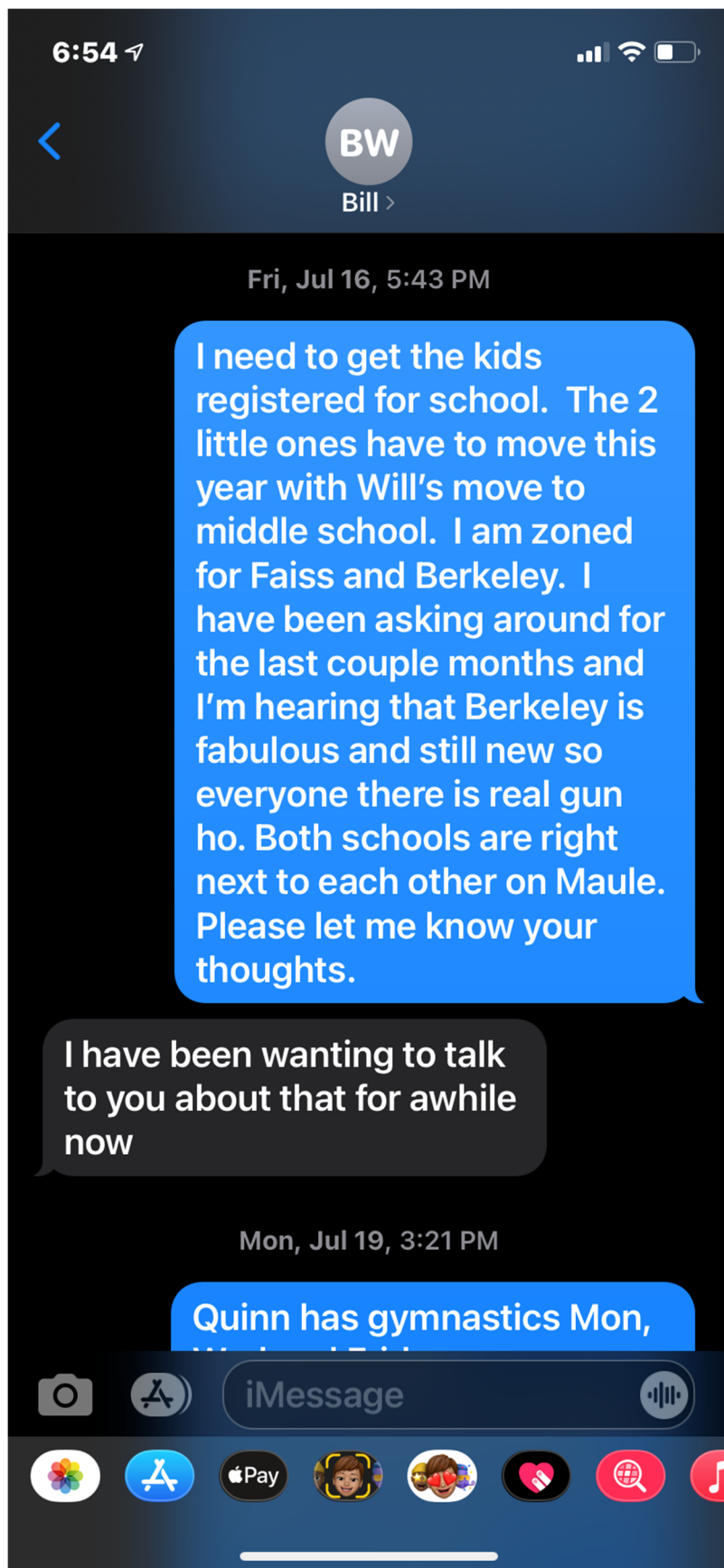
EXHIBIT 5

PL0013
JA0222

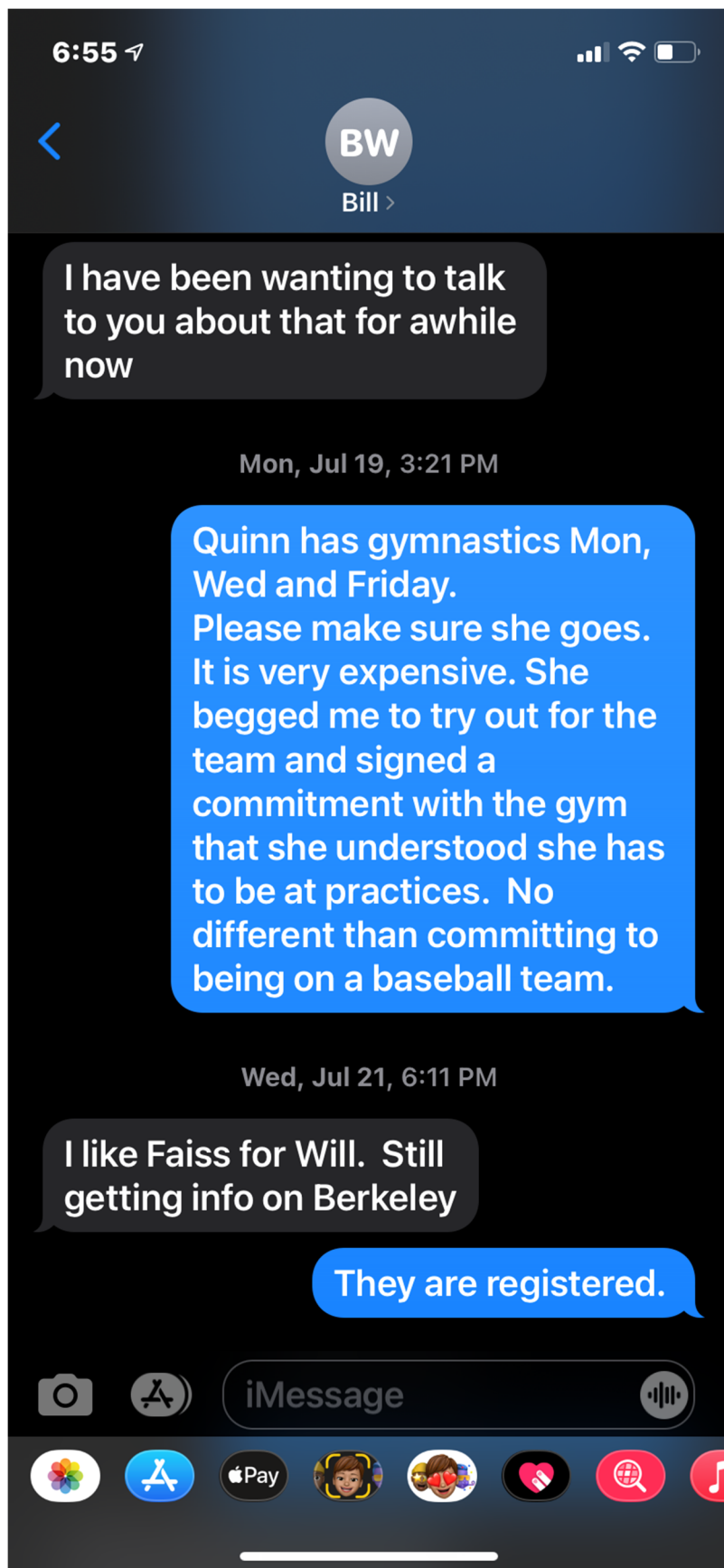


He ask me on May 24, 2020. We agreed to talk at a later time. It never came up again through the summer. I texted him on July 16th (3 weeks before school is to start). I went ahead and registered them on July 21st, 5 days after no response concerning the matter from Bill.





PL0016
JA0225



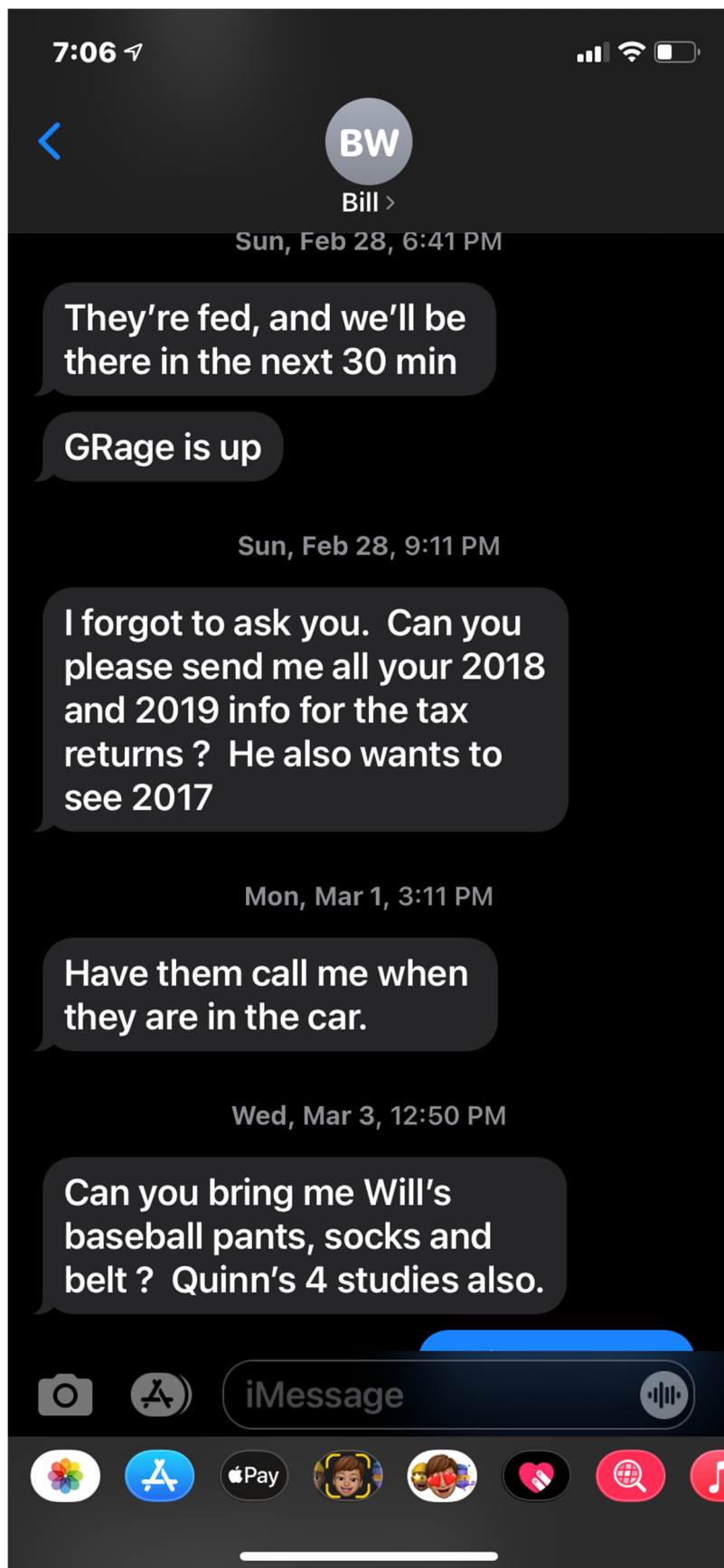
PL0017

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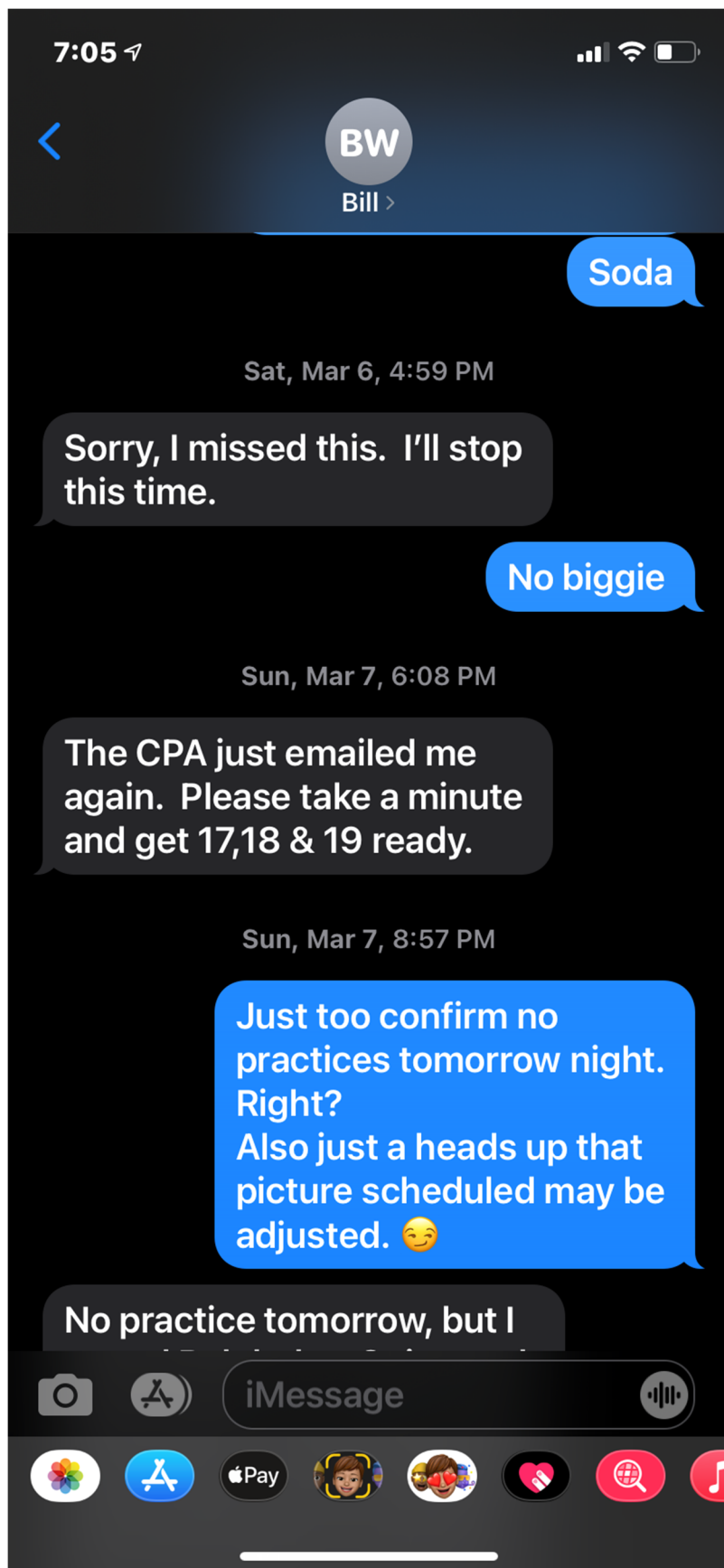


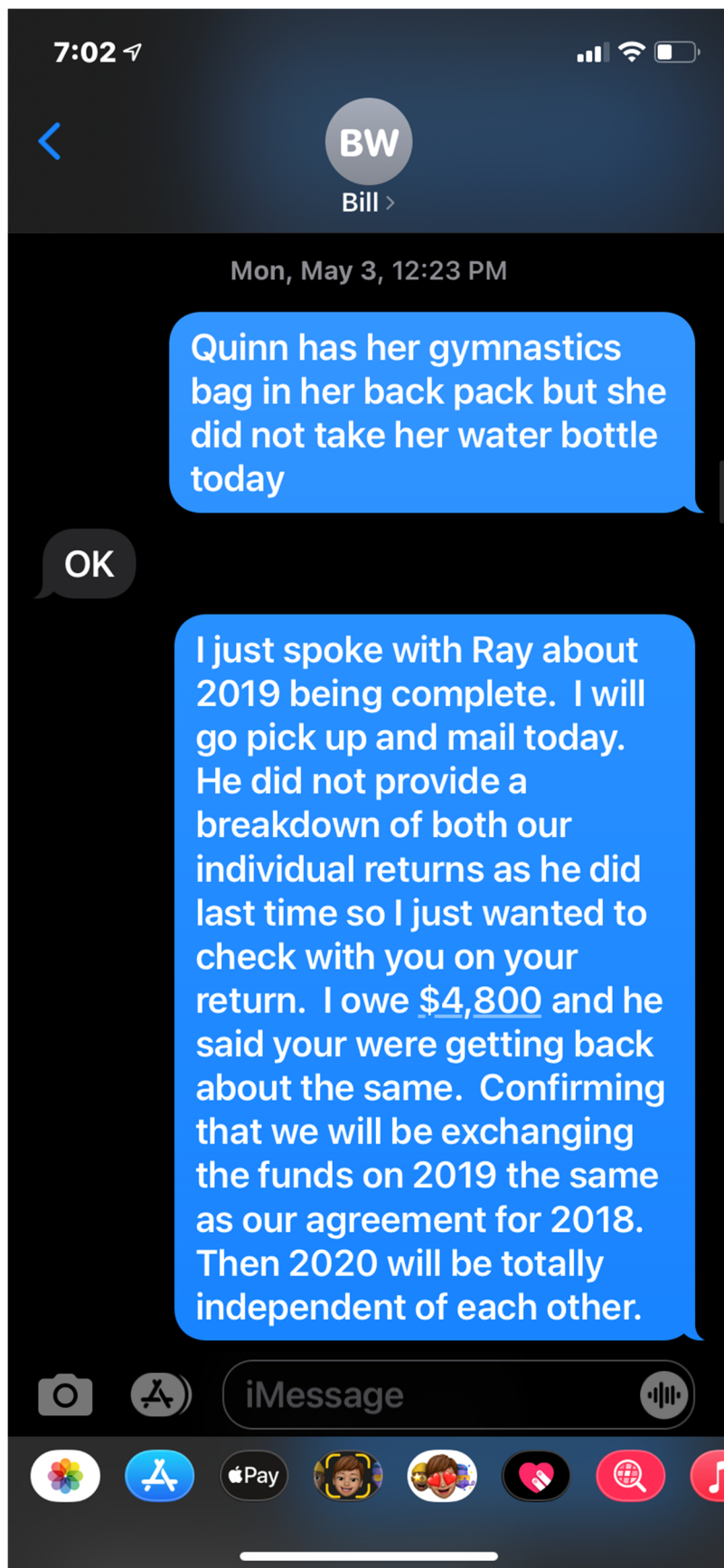
EXHIBIT 6

PL0018
JA0227

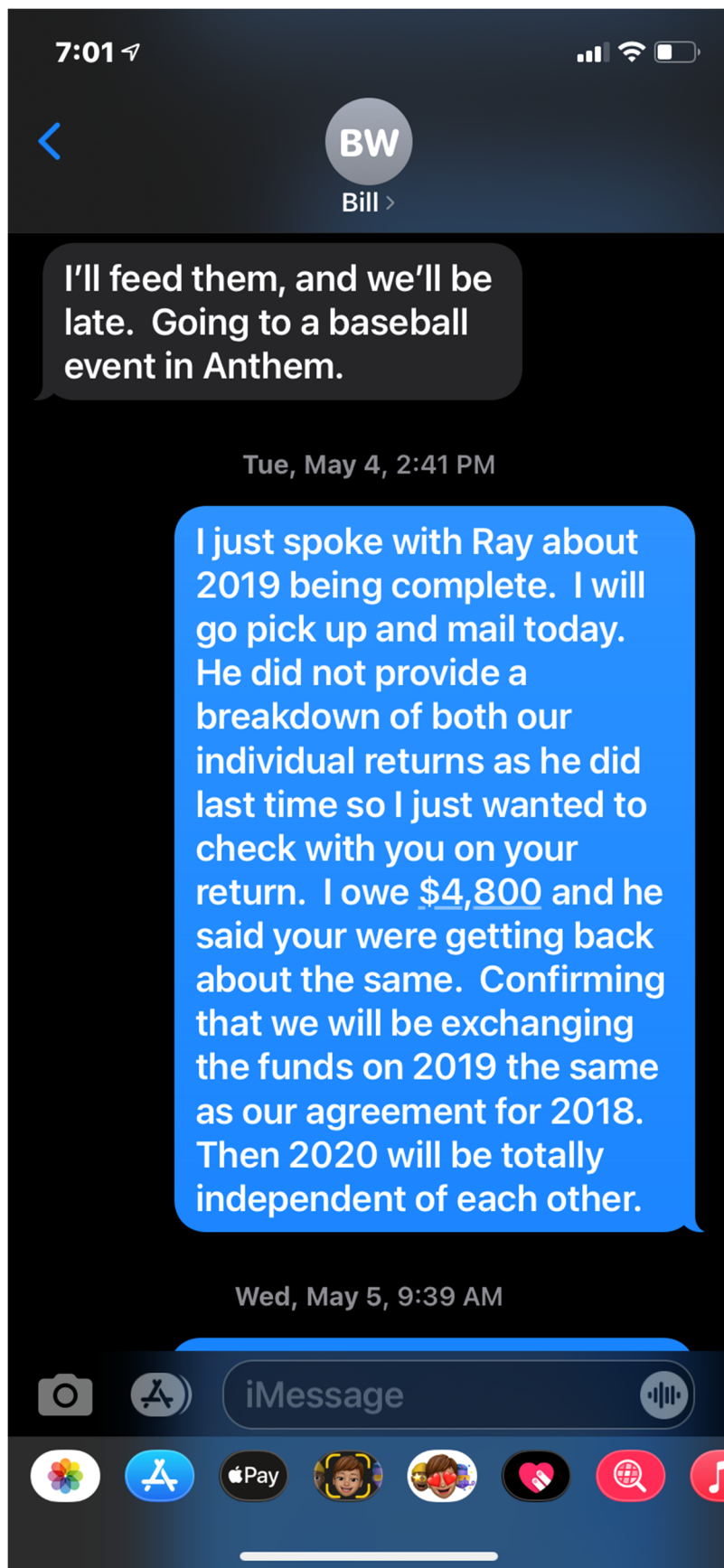


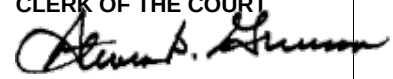
PL0019
JA0228





PL0021
JA0230





THE COOLEY LAW FIRM
Shelly Booth Cooley
Nevada State Bar No. 8992
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Telephone Number: (702) 265-4505
Facsimile Number: (702) 645-9924
E-mail: scooley@cooleylawlv.com
Attorney for Plaintiff,
AMMIE ANN WALLACE

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

AMMIE ANN WALLACE,

Plaintiff,

vs.

WILLIAM SHAWN WALLACE,

Defendant.

Case No.: D-20-613567-Z

Dept No.: S

MEMORANDUM OF FEES AND COSTS

Shelly Booth Cooley, and The Cooley Law Firm, pursuant to EDCR 2.21, hereby declares under penalty of perjury that the following assertions are true and of her own personal knowledge:

Shelly is an attorney duly licensed to practice law in the State of Nevada and represents Plaintiff, AMMIE ANN WALLACE ("Ammie"), in this action.

1 Attached hereto as **Exhibit “1”** are copies of Ammie’s billing
2 statements detailing the work performed by her counsel on this matter in
3 relation to the issues that have been pending before this Court.
4

5 Relevant Facts
6

7 As this Court is aware, post-divorce litigation was initiated by
8 William on 06/18/2021, when he filed his Motion to Modify Decree of
9 Divorce. In that Motion, William asserted the following claims:
10

- 11 * William requested that the Court modify custody;
- 12 * William requested that the Court deny Ammie’s claim for "back
13 child support;" and,
14
- 15 * William requested that the Court recalculate child support.
16

17 Obviously, William’s motion required a response from Ammie and
18 immediately led to her incurring substantial fees disputing his claims. It
19 is worthy to note that William did not attempt to resolve the issues in
20 dispute prior to filing his motion.
21

22 At the hearing on 08/12/2021, the matter came before the Court and
23 the matter was taken under advisement. After taking the matter under
24 advisement, this Court denied William’s motion in its entirety, awarded
25 Ammie attorneys’ fees and costs, and ordered Ammie’s counsel to prepare
26 the Findings of Fact, Conclusions of Law, Decision, and Order.
27
28

1 NRS 18.010(2) states as follows:

2
3 In addition to the cases where an allowance is authorized by
4 specific statute, the court may make an allowance of attorney's
5 fees to a prevailing party:

6 (a) When the prevailing party has not recovered more than
7 \$20,000; or

8 (b) Without regard to the recovery sought, when the court
9 finds that the claim, counterclaim, cross-claim or third-party
10 complaint or defense of the opposing party was brought or
11 maintained without reasonable ground or to harass the
12 prevailing party. The court shall liberally construe the
13 provisions of this paragraph in favor of awarding attorney's
14 fees in all appropriate situations. It is the intent of the
15 Legislature that the court award attorney's fees pursuant to
16 this paragraph and impose sanctions pursuant to Rule 11 of the
17 Nevada Rules of Civil Procedure in all appropriate situations
18 to punish for and deter frivolous or vexatious claims and
19 defenses because such claims and defenses overburden limited
20 judicial resources, hinder the timely resolution of meritorious
21 claims and increase the costs of engaging in business and
22 providing professional services to the public.

23 In addition, EDCR 7.60(b) states as follows:

24 The court may, after notice and an opportunity to be heard,
25 impose upon an attorney or a party any and all sanctions which
26 may, under the facts of the case, be reasonable, including the
27 imposition of fines, costs or attorney's fees when an attorney or
28 a party without just cause:

(1) Presents to the court a motion or an opposition to a
motion which is obviously frivolous, unnecessary or
unwarranted.

(2) Fails to prepare for a presentation.

(3) So multiplies the proceedings in a case as to increase

1 costs unreasonably and vexatiously.

2 (4) Fails or refuses to comply with these rules.

3 (5) Fails or refuses to comply with any order of a judge of
4 the court.
5

6 Based on the Court's decision, Ammie was clearly the prevailing
7 party. Further, based upon the findings of this Court, it is clear that
8 William's underlying motion was not based on reasonable grounds.
9 Further, it appears clear that William's underlying motion was frivolous,
10 unnecessary, and unwarranted, that his position in the case unreasonably
11 multiplied the costs of this litigation, and that he failed to comply with
12 court rules.
13
14
15

16 Under such circumstances, Ammie requests that the Court award her
17 all of the attorneys' fees and costs that she has had to incur in accordance
18 with EDCR 7.60(b) and NRS 18.010.
19

20 In regard to the factors set forth in Brunzell v. Golden Gate National
21 Bank, 455 P.2d 31, 85 Nev. 345 (1969), in the case at bar, Shelly has
22 practiced law in the State of Nevada since 2004, and she practices
23 exclusively in the area of family law, she is certified by the State Bar of
24 Nevada as a Family Law Specialist, she is a Fellow of the American
25 Academy of Matrimonial Lawyers, she is a dual Adoption and Assisted
26 Reproduction Fellow of the Academy of Adoption and Assisted
27
28

1 Reproduction Attorneys, she is a Fellow of the International Academy of
2 Family Lawyers, and she is rated "AV Preeminent" by Martindale-Hubbell
3 Peer Review Ratings. Shelly was the Chair of the State Bar of Nevada,
4 Family Law Section, Executive Council from 2017 to 2019 (and was elected
5 to the Council in 2010), she was Chair of the Board of Certified Family
6 Law Specialists from 2016 to 2019 (she was appointed to the Board in
7 2016, and served until 2021), she was Vice Chair of the State Bar of
8 Nevada, Family Law Section, Executive Council from 2015 to 2017, and
9 Editor of the Nevada Family Law Report from 2010 to 2015. It is hopeful
10 that the Court will deem counsel's work in this matter as more than
11 adequate, both factually and legally, and that the Court will recognize that
12 counsel has diligently reviewed the applicable law, explored the relevant
13 facts, and properly applied one to the other.

14 Shelly's hourly rate of \$400.00 and the total amount of time incurred
15 in fees are reasonable under the circumstances of this case.

16 . . .

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☒ **BY ELECTRONIC SERVICE:** Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned “In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court,” by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system.

☐ **BY MAIL:** Pursuant to EDCR 7.26(a)(1), by depositing a copy of the same in a sealed envelope in the United States Mail, Postage Pre-Paid to the last known address of each of the parties, at Las Vegas, Nevada.

☐ **BY FACSIMILE TRANSMISSION:** Pursuant to EDCR 7.26(a)(3), via facsimile transmission. Attached is a copy of the Facsimile Transmittal Form, along with the Fax Call Report, confirming the facsimile transmission.

☐ **BY HAND DELIVERY:** By hand delivery with signed Receipt of Copy.

John T. Kelleher, Esq.
Kelleher & Kelleher, LLC
40 S. Stephanie St., Suite 201
Henderson, NV 89012
Attorneys for Defendant

JA0238

EXHIBIT “1”



Shelly Booth Cooley,

Attorney and Counselor at Law,
Certified by the State Bar of Nevada
as a Family Law Specialist

10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145

Telephone: (702) 265-4505 | **Facsimile:** (702) 645-9924

E-mail: scooley@cooleylawlv.com | **Website:** www.cooleylawlv.com

INVOICE

Ammie A. Wallace

Invoice Date

September 08, 2021

Invoice Number

Pre-bill

Invoice Amount

\$0.00

Matter: Dissolution of Marriage

Attorney's Fees

6/18/2021	Receipt of Motion; Draft correspondence to client; Telephone conference with client.	S.B.C.	0.50	\$200.00
6/23/2021	Review Defendant's Motion to Modify Decree of Divorce; Telephone conference with client; Review evidence in preparation for drafting Opposition and Countermotion.	S.B.C.	2.00	\$800.00
7/1/2021	Telephone conference with client.	S.B.C.	0.50	\$200.00
7/6/2021	Begin drafting Opposition.	S.B.C.	3.75	\$1,500.00
7/8/2021	Review and revise Opposition and Countermotion; Exchange email correspondence with client.	S.B.C.	3.00	\$1,200.00
7/9/2021	Telephone conference with client; Revise, revise and finalize Opposition and Countermotion; Prepare for filing.	S.B.C.	1.00	\$400.00
7/19/2021	Telephone conference with client,	S.B.C.	0.25	\$100.00
7/27/2021	Receipt of Reply and Exhibits; Draft correspondence to client; Review Reply and Exhibits.	S.B.C.	0.75	\$300.00
7/28/2021	Telephone conference with client.	S.B.C.	0.75	\$300.00
8/9/2021	Review evidence; Prepare Exhibits to Opposition.	S.B.C.	1.00	\$400.00
8/11/2021	Telephone conference with opposing attorney regarding settlement offer; Receipt and review of email correspondence from opposing attorney regarding settlement offer; Draft correspondence to client; Telephone	S.B.C.	1.00	\$400.00

JA0240

	conference with client.			
8/11/2021	Prepare for hearing.	S.B.C.	0.75	\$300.00
8/12/2021	Attend hearing; Telephone conferences with client; Receipt and review of Minute Order.	S.B.C.	1.50	\$600.00
SUBTOTAL			16.75	\$6,700.00

The chart is a horizontal bar chart with three bars of increasing length from left to right. The first bar is labeled 'Costs of the 1990s', the second 'Costs of the 2000s', and the third 'Costs of the 2010s'. The bars are colored in a light blue-grey. The title 'Costs' is at the top right. The x-axis has a label 'Costs' at the far right. The y-axis has labels for each bar: 'Costs of the 1990s', 'Costs of the 2000s', and 'Costs of the 2010s'.

Category	Relative Cost
Costs of the 1990s	Low
Costs of the 2000s	Medium
Costs of the 2010s	High

Matter Ledgers

Trust Account

We appreciate your business.

Please see following page for invoice summary and payment details.