

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

TARA KELLOGG, A/K/A TARA
KELLOGG-GHIBAUDO
Appellant,
vs.
ALEX B. GHIBAUDO,
Respondent.

No. 84778

Electronically Filed
Jul 07 2022 11:42 p.m.
Elizabeth A. Brown
Clerk of Supreme Court
**DOCKETING STATEMENT
CIVIL APPEALS**

GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Eighth Department H
County Clark Judge Honorable T. Arthur Ritchie, Jr.
District Ct. Case No. D-15-522043-D

2. Attorney filing this docketing statement:

Attorney Evan D. Schwab, Esq. Telephone 702-761-6438
Firm Schwab Law Firm PLLC
Address 7455 Arroyo Crossing Parkway, Suite 220
Las Vegas, Nevada 89113

Client(s) Appellant TARA KELLOGG A/K/A TARA KELLOGG-GHIBAUDO

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondents(s):

Attorney Alex B. Ghibaud, Esq. Telephone 702-462-5888
Firm Law Office of Alex B. Ghibaud P.C.
Address 197 E. California Avenue, Suite 250
Las Vegas, Nevada 89104

Client(s) Respondent Alex B. Ghibaud/Self

Attorney _____ Telephone _____

Firm _____

Address _____

Client(s) _____

(List additional counsel on separate sheet if necessary)

4. Nature of disposition below (check all that apply):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input type="checkbox"/> Summary judgment | <input type="checkbox"/> Failure to state a claim |
| <input type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Grant/Denial of injunction | <input type="checkbox"/> Divorce Decree: |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input checked="" type="checkbox"/> Other disposition (specify): <u>Order on Motions</u> |

5. Does this appeal raise issues concerning any of the following?

- ☐ Child Custody
☐ Venue
☐ Termination of parental rights

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

Nevada Court of Appeals Case No. 82248-COA captioned as ALEX B. GHIBAUDO
Appellant/Cross-Respondent v. TARA KELLOGG-GHIBAUDO
Respondent/Cross-Appellant. Pending Respondent/Cross-Appellant's Petition for Rehearing
filed on June 2, 2022. Transferred from Nevada Supreme Court Case No. 82248

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

Clark County District Court Case No. D-15-522043-D, captioned as TARA KELLOGG
Plaintiff v. ALEX GHIBAUDO Defendant. This is the underlying family court litigation and
there are no pending matters.

8. Nature of the action. Briefly describe the nature of the action and the result below:

Appellant/Wife") filed a Complaint on 10-1-2015 in the Clark County District Court. The Parties had one Minor Child at the time of filing, but there are no now Minor Children. The District Court entered the Decree of Divorce on 2-1-2017. The Decree of Divorce granted the Parties the legal status of divorce and set Husband's spousal support obligation. On 11-10-2020, the Court entered Findings of Fact, Conclusions of Law and Judgment adjudicating a number of post-decree issues. This matter has a pending Rehearing Petition on appeal. The District Court held evidentiary hearing on contempt issues as they pertain to Husband's failure to pay family support on February 15, 2022. The District Court held motion/evidentiary hearing on Husband's claims of hearing video disclosures on 3-21-2022. On 4-14-2022, the Court entered the Findings of Facts, Conclusions of Law, and Order dealing with hearing video posting issues.

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

(1) Did the Court err in findings of fact that Wife had disseminated hearing videos before and after the entry of a Confidentiality Agreement and Protective Order filed on 3-26-2020 ("3-26-2020 Agreement")? (2) Did the Court err in findings of fact and law that Husband timely objected to the dissemination of hearing videos? (3) Did the Court err as a matter of fact and law in finding that disseminating hearing videos was in breach of the 3-26-2020 Agreement? (4) Did the Court err as a matter of fact and law in ordering that hearing videos are private and not accessible to the public and shall be removed from public inspection? (5) Did the Court err as matter of fact and law in entering orders pursuant to EDCR 5.210 and/or NRS 125.110? (6) Did the Court err as a matter of fact and law in ordering that the distribution of videos from Court proceedings immediately cease?

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

In ALEXANDER FALCONI D/B/A OUR NEVADA JUDGES Petitioner vs. CLARK COUNTY EIGHT JUDICIAL DISTRICT COURT Respondent ("Falconi Case") Nevada Supreme Court Case No. 84947 similar issues have been raised as to the Court prohibitions against dissemination of videos and access to records pursuant to EDCR 5.207, EDCR 5.210, EDCR 5.212, NRS 125.110 and other similar statutes/court rules re: open records and dissemination of court videos in family court proceedings.

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☐ N/A

☒ Yes

☐ No

If not, explain: Pursuant to NRAP 44 and NRS 30.130, Appellant has and/or will provide written notice to the Supreme Court Clerk and the Attorney General's Office at or immediately following the filing of this Docketing Statement.

12. Other issues. Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☒ An issue arising under the United States and/or Nevada Constitutions

☒ A substantial issue of first impression

☒ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain: This Appeal ask the Court to determine the constitutionality of NRS 125.110 as well as EDCR 5.210. The constitutionality of these statutes and Court rules is also an issue of first impression or limited litigation beyond the Falconi matter. Strong public policy considerations are at stake as public access to Court, availability of records and transparency. Case law has held that (1) courts are a public forum and that (2) access to the court is a fundamental constitutional right.

13. Assignment to the Court of Appeals or retention in the Supreme Court. Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

Pursuant to NRAP 17(a)(11) matters that involve issues of first impression as they pertain to the United States Constitution or the Nevada Constitution are presumptatively retained by the Nevada Supreme Court.

14. Trial. If this action proceeded to trial, how many days did the trial last? 1

Was it a bench or jury trial? Bench

15. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

N/A

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from April 14, 2022

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

17. Date written notice of entry of judgment or order was served April 14, 2022

Was service by:

☐ Delivery

☒ Mail/electronic/fax

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b) Date of filing n/a

☐ NRCP 52(b) Date of filing n/a

☐ NRCP 59 Date of filing n/a

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. ____, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion n/a

(c) Date written notice of entry of order resolving tolling motion was served n/a

Was service by:

☐ Delivery

☐ Mail

19. Date notice of appeal filed May 13, 2022

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

Appellant/Wife is the only Party filing an appeal.

20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other

NRAP 4(a)(1) provides for 30 days from Notice of Entry.

SUBSTANTIVE APPEALABILITY

21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

☒ NRAP 3A(b)(1)

☐ NRS 38.205

☐ NRAP 3A(b)(2)

☐ NRS 233B.150

☐ NRAP 3A(b)(3)

☐ NRS 703.376

☐ Other (specify) _____

(b) Explain how each authority provides a basis for appeal from the judgment or order:

NRAP 3A(b)(1) provides for the appealability of a "final judgment entered in an action or proceeding commenced in the court in which judgment is rendered." The District Court entered Findings of Fact, Conclusions of Law, and Order on April 14, 2022 expressly subjecting the Parties to the requirements of NRS 125.110 and EDCR 5.210 and making and express order that the Parties are to abide by the same going forward. The Court made new orders that "videos of these divorce proceedings which encompass post-judgment divorce proceedings in this matter are private and not accessible to the public and shall be removed from public inspection." The Court ordered "that distribution of private videos from these proceedings and any proceedings stemming from the parties' decree of divorce shall immediately cease." The 3-26-2020 Agreement in no way contemplated or dealt with videos from proceedings. The Order find no contempt and requires no further action.

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

Appellant/Plaintiff Tara Kellogg is the former Wife. Respondent/Defendant Alex Ghibaud is the former Husband.

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

Not Applicable.

23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

Post-Decree of Divorce claims

24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

☒ Yes

☐ No

25. If you answered "No" to question 24, complete the following:

(a) Specify the claims remaining pending below:

Any claims with regard to the amount, duration or otherwise of alimony have been fully adjudicated in the District Court. The Nevada Court of Appeals has not yet ruled on the Petition for Rehearing in 82248-COA, but these claims have been adjudicated at the District Court level.

(b) Specify the parties remaining below:

Not Applicable.

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☒ Yes

☐ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☒ Yes

☐ No

26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

The District Court Judge expressly permitted Plaintiff "time to appeal this order..." The District Court Judge allowed Findings of Facts, Conclusions of Law and Order to be entered immediately without delay as the Orders were entered immediately. Alternatively, NRAP 3A(b) provides for the appealability of a final judgment of which this is.

27. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

TARA KELLOGG

Name of appellant

Evan D. Schwab, Esq.

Name of counsel of record

7-7-2022

Date

/s/ Evan Schwab

Signature of counsel of record

Clark County, Nevada

State and county where signed

CERTIFICATE OF SERVICE

I certify that on the 7th day of July, 2022, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Jonathan K. Nelson, Esq.
c/o J.K. Nelson Law
7220 S. Cimarron Road, Suite 205
Las Vegas, Nevada 89113


Alex B. Ghibaud, Esq.
197 E. California Avenue, Suite 250
Las Vegas, Nevada 89104

Dated this

7th

day of

July, 2022


Signature

-1-

1 3. That there is one (1) minor child who is issues of this marriage by the parties to
2 wit: NICOLE GHIBAUDO born on May 17, 2001 and Plaintiff is not currently pregnant.

3 4. That the State of Nevada is the habitual residence of the minor child.

4 5. That there is community property which needs to be adjudicated by the Court.
5 Plaintiff asks permission of this Court to amend this Complaint to insert this information when it
6 becomes known to Plaintiff or at the time of trial.

7 6. That there are community debts which need to be adjudicated by the Court.
8 Plaintiff asks permission of this Court to amend this Complaint to insert this information when it
9 becomes known to Plaintiff or at the time of trial.

10 7. That the Parties are requesting that this Court award the Joint Legal Custody with
11 Plaintiff awarded primary physical custody.

12 8. That Defendant pay child support of \$1,091.00 per child, per month, or 18% of
13 his gross monthly income, whichever is greater. That Defendant provide health insurance for the
14 minor child and that the parties equally divide any unpaid or unreimbursed medical expenses.

15 9. That Plaintiff shall be awarded spousal support.

16 10. That Defendant has engaged in individual act or course of individual actions
17 which individually, or together have constituted marital waste, and therefore Plaintiff shall be
18 compensated for the loss and enjoyment of said wasted community assets.

19 11. That during the course of said marriage, the tastes mental disposition, views, likes
20 and dislikes of Plaintiff and Defendant have become so widely divergent that the parties have
21 become incompatible in marriage to such an extent that it is impossible for them to live together
22 as husband and wife; that the incompatibility between Plaintiff and Defendant is so great that
23 there is no possibility of reconciliation between them.

1
2 WHEREFORE, Plaintiff prays for a Judgment as follows:

3 1. That the marriage existing between Plaintiff and Defendant be dissolved and that
4 the Parties be granted an absolute Decree of Divorce and that each of the parties be restored to
5 the status of a single, unmarried person;

6 2. That the Plaintiff be awarded primary physical custody of the minor child with the
7 Parties awarded joint legal custody.

8 3. That Defendant shall pay child support of \$1091.00 per month, or, 18% of his
9 gross monthly income, whichever is greater.

10 4. That Defendant provide health insurance for the minor child and that the parties
11 equally divide and pay any unpaid medical expenses of the minor child.

12 5. That the Community property and community debts be equitably divided between
13 the Parties.

14 6. That Plaintiff be awarded spousal support;

15 7. That the Court grant the relief requested in this Complaint

16 8. For Plaintiff's costs, disbursements and attorney's fees.

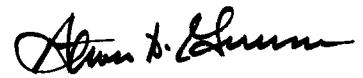
17 9. For such other relief as the Court finds to be just and proper.

18 DATED this 1st day of October, 2015.

19
20 CHATTAH LAW GROUP

21
22 

23 SIGAL CHATTAH, ESQ.
24 Nevada Bar No.: 8264
25 CHATTAH LAW GROUP
5875 S. Rainbow Blvd #203
Las Vegas, Nevada 89118
Tel:(702) 360-6200
Fax:(702) 643-6292
Attorney for Plaintiff



CLERK OF THE COURT

DECD

WILICK LAW GROUP
MARSHAL S. WILICK, ESQ.
Nevada Bar No. 002515
3591 E. Bonanza Road, Suite 200
Las Vegas, NV 89110-2101
Phone (702) 438-4100; Fax (702) 438-5311
email@willicklawgroup.com
Attorney for Plaintiff

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

TARA KELLOGG GHIBAUDO,

Plaintiff,

vs.

ALEX GHIBAUDO,

Defendant.

CASE NO: D-15-522043-D
DEPT. NO: T

DATE OF HEARING: 1/10/2017
TIME OF HEARING: 9:00 A.M.

DECREE OF DIVORCE

This matter came on for hearing at the above date and time before the Honorable Lisa M. Brown, District Court Judge, Family Division. Plaintiff, Tara Kellogg Ghibaudo, was present and represented by Marshal S. Willick, Esq., and Trevor M. Creel, Esq., of the WILICK LAW GROUP, and Defendant, Alex Ghibaudo, was present and represented himself in proper person.

Alex was duly and regularly served with a copy of the *Summons* and *Complaint for Divorce*, filed on October 1, 2015, and he filed his *Answer to Complaint for Divorce* on November 11, 2015. The Court was fully advised as to the law and the facts of the case, and therefore finds and orders as follows:

1. This matter was submitted to the Court for entry of a *Decree of Divorce* and this Court has complete jurisdiction in the premises, both as to the subject matter and the parties under Chapter 125 of the Nevada Revised Statutes.

Non-Trial Dispositions:

- | | |
|--|--|
| <input type="checkbox"/> Other | Settled/Withdrawn: |
| <input type="checkbox"/> Dismissed - Want of Prosecution | <input type="checkbox"/> Without Judicial Conf/Hrg |
| <input type="checkbox"/> Involuntary (Statutory) Dismissal | <input checked="" type="checkbox"/> With Judicial Conf/Hrg |
| <input type="checkbox"/> Default Judgment | <input type="checkbox"/> By ADR |
| <input type="checkbox"/> Transferred | |

Trial Dispositions:

- | | |
|---|--|
| <input type="checkbox"/> Disposed After Trial Start | <input type="checkbox"/> Judgment Reached by Trial |
|---|--|

RECEIVED

JAN 13 2017

FAMILY COURT
DEPARTMENT T

1 2. The parties were married on December 30, 2001, in Las Vegas, Nevada,
2 and have been continuously married since that time.

3 3. Tara and Alex are actual bona fide residents of the County of Clark,
4 State of Nevada, and Tara was actually domiciled herein for more than six weeks
5 prior to the filing of her *Complaint for Divorce*.

6 4. There is one minor child born the issue of this marriage, specifically,
7 Nicole Ghibaud, born on May 17, 2001, and Tara is not currently pregnant.

8 5. The State of Nevada is the home state of the minor child.

9 6. All of the jurisdictional allegations contained in Tara's *Complaint* are
10 true as therein alleged and Tara is entitled to a *Decree of Divorce* from Alex on the
11 grounds set forth in her *Complaint*.

12 7. Alex, having filed his *Answer*, has waived the formal rendition of
13 findings of fact and conclusions of law beyond those contained herein.

14 8. There are community assets and debts which have been determined and
15 divided by the parties as more fully set forth herein.

16 9. The parties tastes, natures, views, likes, and dislikes have become so
17 widely separate and divergent that they are incompatible in marriage with no
18 possibility of reconciliation.

19 10. The following *Decree of Divorce* contains terms and provisions that are
20 fair and equitable. It is acknowledged and agreed that Plaintiff's attorneys, of the
21 WILICK LAW GROUP, have not undertaken any independent investigation as to the
22 nature, extent, or valuation of the subject assets and obligations. Accordingly, all
23 counsel of the WILICK LAW GROUP, and all employees of the WILICK LAW GROUP
24 are held harmless from liability relating to the valuation and division of community
25 assets and debts.

26 11. The parties reached a global settlement on all issues pending before the
27 Court as a result of a settlement conference held with Senior Judge Kathy Hardcastle
28

on May 18, 2016, and the following *Decree* correctly recites their agreement as follows:

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

TERMINATION OF MARRIAGE

The bonds of matrimony existing between Tara and Alex are hereby dissolved; Tara is granted an absolute *Decree of Divorce*; and each of the parties is restored to the status of a single, unmarried person.

CHILD CUSTODY PROVISIONS

1. ***Legal Custody.*** The parties shall enjoy joint legal custody of the minor child born the issue of this marriage, namely, Nicole Ghibaud, born May 17, 2001.

The parties agree that joint legal custody entails the following provisions:

Neither parent shall do anything which shall estrange the child from the other parent or impair the natural development of the child's love and respect for each of the parents, or disparage the other parent or undermine the parental authority or discipline of the other's household. Additionally, each parent shall instruct their respective family and friends that no disparaging remarks are to be made regarding the other parent in the presence of the child.

Neither parent shall use contact with the child as a means of obtaining information about the other parent. The parents shall consult and cooperate with each other in substantial questions relating to religious upbringing, educational programs, significant changes in social environment, and health care of the child. In the event that either parent remarries or cohabits, all matters and communications concerning legal custody and/or physical custody of the child shall be between the parents only.

Neither parent shall be permitted to use illicit drugs, including marijuana and prescription drugs that have been obtained illegally, in the presence of the minor child and/or during such periods when they are responsible for the minor child. Further, neither parent shall be permitted to be in the presence of the minor child while under the influence of any and all illicit drugs.

The parents shall each have independent access to medical and school records pertaining to the child and shall jointly consult, when possible, with any and all professionals involved with the child.

All schools, day care providers, and counselors shall be, when possible, selected by the parties jointly. In the event that the parties cannot agree to the

1 selection of a school, the child shall be maintained in the present school
2 pending mediation and/or further Order of the Court.

3 Each parent shall be empowered to obtain emergency health care for the child
4 without the consent of the other parent. Each parent shall notify the other
parent as soon as reasonably possible of any illness requiring medical
attention, or any emergency involving the child.

5 Each parent shall have independent access to information concerning the well-
6 being of the child, including, but not limited to, copies of report cards; school
meeting notices; vacation schedules; class programs; requests for conferences;
7 results of standardized or diagnostic tests; notice of activities involving the
child; samples of school work; order forms for school pictures; and all
8 communications from health care providers.

9 Each parent shall have independent access to all information concerning
school, athletic, church, and social events in which the child participates. Both
10 parents may participate in activities for the child, such as open house,
attendance at an athletic event, etc.

11 Each parent shall provide the other parent with the address and telephone
12 number at which the minor child resides, and shall notify the other parent
within five days prior to any change of address and provide the telephone
13 number as soon as it is assigned.

14 Each parent shall provide the other parent with a travel itinerary and, whenever
15 reasonably possible, telephone numbers at which the child can be reached
whenever the child will be away from the parent's home for any period in
excess of three days.

16 Each parent shall be entitled to reasonable telephone communication with the
17 child. Each parent is restrained from unreasonably interfering with the child's
right to privacy during such telephone conversations.

18 2. ***Physical Custody.*** The parties recognize that physical custody addresses
19 the residential arrangements and specific periods of parental responsibilities for the
20 child. Tara shall be awarded primary physical custody of the minor child with the
21 agreement that Nicole shall be afforded teenage discretion to determine the extent of
22 visitation she would like to have with Alex.

23 **CHILD SUPPORT**

24 1. ***Child Support.*** Child support shall be established pursuant to NRS
25 125B.070 and NRS 125B.080. Based on Alex's representation that his
26 gross monthly income is \$6,666, his child support shall be set at
27 the presumptive maximum amount of \$819 per month and shall
28

1 continue until such time as the child reaches the age of eighteen years, or nineteen if
2 still in high school, marries, dies or otherwise becomes emancipated.

3 Child support shall be paid directly to Tara, and must be paid on the 1st day of
4 every month, commencing on November 19, 2015.

5 2. ***Medical Insurance for Minor Child***. Alex shall continue to provide
6 medical insurance for the minor child so long as it is reasonable in cost.

7 3. ***Medical Insurance Arrears for the Minor Child***. Pursuant to the *Order*
8 *From Hearing of November 19, 2015*, filed February 3, 2016, Alex was ordered to
9 provide medical insurance for the minor child as of November 1, 2015; however, Tara
10 agrees that his obligation shall commence as of December 1, 2015. Alex did not
11 make any payments towards the child's medical insurance premiums which has
12 resulted in a principal arrearage of \$1,963.50, with interest and penalties, he owes
13 \$2,136.27 as of January 10, 2017.¹

14 4. ***Unreimbursed Medical Expenses for Minor Child***. With regard to the
15 payment of future unreimbursed medical expenses incurred on behalf of the minor
16 child, not including medical insurance premiums, the parties shall adhere to the
17 court's standard Medical and Health Sharing Policy ("30/30 Rule"), the terms of
18 which are as follows:

19 **1. Documentation of Out-Of-Pocket Expenses Required**

20 A parent who incurs an out of pocket expense for the child's medical, dental
21 and health expenses (hereinafter referred to as "health expenses") is required
22 to document that expense and provide proof of payment of that expense. A
receipt from the health care provider is sufficient to prove the expense so long
as it has the name of the child on it and shows an actual payment by the parent.

23 **2. Proof of Payment Required**

24 A parent who has paid a health expense for the child must provide a copy of
25 the proof of payment to the other parent and the insurance company within 30
26 days of the payment being made and in no event later than the expense could
have been submitted to the insurance company for reimbursement. The failure
of a parent to comply with this provision in a timely manner, which causes the
claim for insurance reimbursement to be denied by the insurance company as
untimely, may result in that parent being required to pay the entire amount

27
28 ¹ See Exhibit 1 MLAW Arrearage Calculation Summary detailing medical insurance arrears,
dated January 10, 2017.

1 which would have been paid by the insurance company, as well as one-half of
2 the expense which would not have been paid by insurance if the claim had
been timely filed.

3 **3. Mitigation of Health Expenses Required; Use of Covered Insurance**
4 **Providers**

5 Parents have a duty to mitigate medical expenses for the child. Absent
6 compelling circumstances, a parent should take the child to a health care
7 provider covered by the insurance in effect and use preferred providers if
8 available in order to minimize the cost of the child's health care as much as
9 possible. The burden is on the parent using a non-covered health care provider
to demonstrate that the choice not to use a covered provider, or the lowest cost
option, was reasonably necessary in the particular circumstances of that case.
If the Court finds the choice of a non-covered or more expensive covered
provider was not reasonably necessary then the Court may impose a greater
portion of financial responsibility for the cost of the health care to the parent
who incurred that expense, up to the full amount, which would have been
expended in excess of the lowest cost insurance choice.

10 **4. Sharing of Insurance Information Required**

11 The parent providing insurance coverage for the children has a continuing
12 obligation to provide insurance information that is not publically available
13 including, but not limited to, copies of policies and changes thereto as they are
14 received, claim forms, preferred provider lists initially, and as they change
15 from time to time, and identification cards. The failure of the insuring parent
to timely supply any of the above items that are not publically available to the
other parent which results in the claim for treatment being denied by the
insurance company in whole or in part may result in the amount which would
have been paid by the insurance policy being paid by the insuring parent.

16 **5. Reimbursement for Out -Of-Pocket Expenses**

17 A parent who receives a written request for contribution for an out-of-pocket
18 health care expense incurred by the other parent must pay his or her share of
19 that out-of-pocket expense to the paying parent within 30 days of receipt of the
20 written request for contribution. As much informal documentation as possible
21 shall be provided, such as handwritten notes with copies of the bills and proof
22 of payment attached. The requesting parent should make a copy of all papers
23 submitted to the other parent in order to prove communication of this
24 information to the other parent and substantiation for the request. The parent
25 receiving the request for contribution must raise any questions about the
26 correctness of the request for contribution within the 30 day period after the
27 request for contribution is received. Any objection to the request for
28 contribution must be made in writing, by way of letter or e-mail, with a copy
made for later reference by the court. If the parent receiving a request for
contribution does not respond to the request within the 30 day period that
parent may be assessed attorney's fees if a contempt proceeding or court action
is required as a result of the parent doing nothing. If the parent who owes
contribution for a health care expense of the child does not pay the amount due
within the 30 day period and fails to respond to the request within the 30 days
and if that parent is the recipient of periodic payments for child support, the
requesting parent is authorized to deduct the amount due from the other parent
from any periodic payments due and payable 30 days after the request for
contribution was made in writing subject to the limitation that the maximum
recovery by deduction from monthly periodic payments will be no more than
\$50.00 per month.

1 **6. Sharing Insurance Reimbursement**

2 If either parent receives a payment from an insurance company or medical
3 provider which reimburses payments made out-of-pocket previously by both
4 parents or the other parent only, the party receiving the payment must give the
5 other parent's portion of the payment to the other parent within 14 days of
6 receipt of the payment.

7 **7. Timely Submission of Claims to Insurance Company**

8 If a claim for reimbursement by the insurance company may be made by either
9 party, the claim must be made in a timely manner. If the claim may only be
10 submitted by one party, that party must submit the claim in a timely manner.
11 Failure of a party to comply with this requirement may result in that party
12 being required to pay the entire amount of the claim which would have been
13 paid by insurance if timely submitted and one-half of that amount which would
14 not have been paid by insurance.

15 **MISCELLANEOUS CHILD PROVISIONS**

16 1. ***Extracurricular Activities.*** The parties shall equally share all agreed
17 upon expenses associated with any extracurricular activities for Nicole.

18 2. ***Removing the Child From the State of Residence of the Parent.***
19 Neither parent shall remove the child from the State of Nevada, for the purpose of
20 changing her residence, without the written consent of both parents or until further
21 Order of the Court. However, this does not preclude the child from visitation out of
22 the state or country with either parent if it is desired, or from participating in out-of-
23 state day or weekend trips, or out-of-state family activities during visitation or
24 vacation.

25 3. ***Child Dependency Exemption.*** For purposes of filing annual income
26 tax returns, and in recognition of the fact that Tara has primary physical custody of
27 Nicole, Tara shall claim Nicole every tax year during her minority so long as such
28 exemptions/deductions are allowed by the Internal Revenue Service.

29 4. ***Communications Between Parents.*** The parents shall communicate
30 with each other by any means, including telephone, text message, letter, or e-mail;
31 however, all communications shall be done in a respectful manner.

32 5. ***Grandparents and Extended Family.*** Each parent agrees that they shall
33 provide the child with access to the grandparents and extended family on his/her own

1 side of the family as the parent decides is in the child's best interest during his/her
2 parenting time. The parents will cooperate to help the child attend special events with
3 grandparents and extended family by making reasonable requests of each other,
4 considering the school situation, and their best interest and needs.

5 6. ***Changes to Decree of Divorce.*** The terms and conditions relating to
6 custody set forth in this *Decree* may be supplemented or revised as the needs of the
7 child and/or circumstances of the parents change. Such revisions shall be in writing,
8 signed and dated by both parents; however the parties understand that any concurred
9 changes do not modify this *Order*. Absent a subsequent Stipulation and Order, or a
10 modifying Court Order, this *Decree* shall remain in full force and effect, and the
11 parents are encouraged to resolve the controversy themselves or seek mediation prior
12 to any future hearings.

13 14 **DIVISION OF COMMUNITY ASSETS AND DEBTS**

15 1. There is no community property to be divided between the parties with
16 the exception of Alex's interest in his law practice. His share of the law practice shall
17 remain community property. Should Alex be paid for any portion of his share of his
18 law practice, one-half of the amount he receives will be payable to Tara, representing
19 her one-half interest of his law practice which was started during the marriage.

20 2. All other property acquired after May 18, 2016, shall be the sole and
21 separate property of the party so acquiring the same unless the parties mutually agree
22 otherwise in writing.

23 3. All debt incurred prior to the entry of the *Decree of Divorce* shall be
24 solely borne by Alex, including any personal loans obtained by Tara, and all of her
25 medical bills. He shall hold Tara harmless therefrom. In addition, he shall indemnify
26 Tara against any and all actions by any creditors of such debts.

27 4. Any debts incurred by the parties after the filing of this *Decree of*
28 *Divorce* shall be the sole responsibility of the party incurring the debt.

POST-DIVORCE FAMILY SUPPORT

1
2 1. In exchange for waiving any claim that she might have otherwise made
3 concerning Alex's dissipation of marital assets, Alex shall provide Tara with family
4 support in the minimum amount of \$2,500 per month for a period of 15 years, or 50%
5 of Alex's gross monthly income, whichever amount is greater. This amount includes
6 the \$819 in child support outlined above. Tara shall also receive 50% of any bonuses
7 Alex may receive at his place of employment. As examples only, if Alex's gross
8 monthly income is \$10,000, he shall provide Tara with a family support payment of
9 \$5,000; in the event Alex's gross monthly income is \$4,000, he shall provide Tara
10 with the minimum family support payment of \$2,500, as that amount is greater than
11 50% of Alex's gross monthly income.

12 2. Alex's support obligation shall commence on May 1, 2016, and shall
13 continue until such time as either one of the parties dies, or upon Tara's remarriage.

14 3. Upon Tara obtaining full-time employment (more than 32 hours per
15 week), the monthly support payment that Alex is required to pay may be re-calculated
16 to an amount of no less than 50% of the difference between the parties' gross monthly
17 income. Regardless of the difference, Tara shall receive the minimum sum of \$2,500
18 per month. As examples only, if Tara's gross monthly income is \$2,000, and Alex's
19 is \$10,000, Alex shall provide Tara with a family support payment of \$4,000; in the
20 event Tara's gross monthly income is \$4,000, and Alex's is \$8,000, Alex shall
21 provide Tara with the minimum family support payment of \$2,500, as that amount is
22 greater than 50% of the difference between the parties' incomes.

23 4. Gross monthly income means the total amount of income received each
24 month from any source of a person who is not self-employed, or the gross income of
25 a self-employed person, after deduction of all legitimate business expenses, but
26 without deduction for personal income taxes, contributions for retirement benefits,
27 contributions to a pension, contributions to a deferred compensation account, or for
28 any other personal expense.

1 5. When the minor child turns 18 years of age, Alex's family support
2 obligation shall continue in the minimum amount of \$2,500, or the greater amount of
3 one-half of the difference between the parties' incomes and shall not be reduced to
4 account for the termination of child support.

5 6. For purposes of determining Alex's gross monthly income, he shall
6 provide Tara, at minimum, his personal and business tax returns every year. If it is
7 determined that Alex provided Tara with less than what he was otherwise required
8 to pay after reviewing his tax returns, he shall immediately make up any such
9 difference and provide Tara with adequate payment.

10 7. Should a dispute arise concerning the calculation of Alex's gross
11 monthly income, this Court specifically reserves jurisdiction to address such a dispute
12 in the future and issue any and all orders necessary to enforce the terms of the parties'
13 agreement.

14
15 **MISCELLANEOUS PROVISIONS**

16 1. ***Taxes.*** The parties shall file separate tax returns for the 2016 tax year
17 and every year thereafter. Any tax liability incurred prior to the 2016 tax year, shall
18 be solely borne by Alex.

19 2. ***Family Support Arrears.*** Pursuant to the *Order From Hearing of*
20 *November 19, 2015*, filed February 3, 2016, Alex was ordered to provide Tara with
21 the sum of \$2,200 per month as and for family support commencing on November 1,
22 2015; however, Tara agrees that his obligation shall commence as of December 1,
23 2015. Alex has made sporadic payments towards that obligation which has resulted
24 in an arrearage, as of January 10, 2017, Alex owed the principal sum of \$2,870, with
25 interest and penalties, he owes \$3,425.18.² This amount shall be reduced to judgment
26 and made collectible by any and all lawful means.

27
28

² See Exhibit 2, MLAW Arrearage Calculation Summary detailing family support arrears,
dated January 10, 2017.

1 3. ***Medical Insurance Arrears.*** Pursuant to the *Order From Hearing of*
2 *November 19, 2015*, filed February 3, 2016, Alex was ordered to provide medical
3 insurance for Tara as of November 1, 2015; however, Tara agrees that his obligation
4 shall commence as of December 1, 2015. Alex did not make any payments towards
5 her medical insurance premiums which has resulted in a principal arrearage of
6 \$4,097.10; with interest, he owes \$4,225.15 as of January 10, 2017.³

7 4. Tara shall return to her former name of Tara Kellogg.

8 5. If either party is required to go to court to enforce the terms of this
9 *Decree*, or if there is a dispute between the parties relating to the terms of this *Decree*,
10 the prevailing party shall be entitled to an award of reasonable attorney's fees and
11 costs.

12 6. Both parties shall execute any and all escrow, document transfers of title,
13 and other instruments that may be required in order to effectuate transfer of any and
14 all interests which either may have in and to the property of the other as specified
15 herein, and to do any other act or sign any other documents reasonably necessary and
16 proper for the consummation, effectuation, or implementation of this *Decree* and its
17 intent and purposes. Should either party fail to execute any documents to transfer
18 interest to the other, either party may request that this Court have the Clerk of the
19 Court sign in place of the other in accordance with NRCp 70.

20 7. All community property which is not listed herein shall be owned by the
21 parties as equal co-tenants, subject to future partition upon discovery. Specifically,
22 the parties certify that they have made a full disclosure of all property, or interest in
23 property, owned by them. The parties further certify that the assets listed in this
24 *Decree* are all of the assets acquired during the marriage, and they have not secreted
25 or hidden any assets; in the event that any property has been omitted from this *Decree*
26 that would have been community property or otherwise jointly-held property under

27
28 ³ See Exhibit 3 MLAW Arrearage Calculation Summary detailing medical insurance arrears,
dated January 10, 2017.

1 the law applicable as of the date of this *Decree*, the concealing or possessory party
2 will transfer or convey to the other party, at the other party's election:

- 3 a. The full market value of the other party's interest on the date of this
4 agreement, plus statutory interest through and including the date of
5 transfer or conveyance; or
- 6 b. The full market value of the other party's interest at the time that party
7 discovers that he or she has an interest in such property, plus statutory
8 interest in such property, plus statutory interest through and including
9 the date of transfer or conveyance; or
- 10 c. An amount of the omitted property equal to the other party's interest
11 therein, if it is reasonably susceptible to division.

12 With respect to the above paragraph, each party specifically waives any and all
13 limitation periods for the bringing of an action to partition such undisclosed asset(s).
14 Nothing contained herein shall alter the sole and absolute ownership of pre-marital
15 property to which there has been no community contribution.

16 8. Except as herein specified, each party hereto is hereby released and
17 absolved from any and all obligations and liabilities for the future acts and duties of
18 the other.

19 9. Each party shall assume, pay, be responsible for, and hold the other
20 harmless from, any and all encumbrances, loans, mortgages, liens or obligations
21 secured by or made against the property awarded to that party under this *Decree*, and
22 each party shall assume, pay, be responsible for, and hold the other harmless from,
23 any and all loans, debts, and obligations in his or her sole name as of the date this
24 *Decree* is filed.

25 10. If any claim, action, or proceeding is brought seeking to hold one party
26 liable on account of any debt, obligation, liability, act, or omission assumed by the
27 other party, the assuming party will, at his or her sole expense, defend the other
28

1 against any such claim or demand and will indemnify, defend, and hold harmless the
2 non-assuming party.

3 11. Except as may be provided for herein, and except as may be provided by
4 Will or Codicil voluntarily executed after this date, each of the parties releases and
5 waives any and all right to the estate of the other left at his or her death, and forever
6 quitclaims any and all right to share in the estate of the other, by the laws of
7 succession or community, and said parties hereby release one to the other all right to
8 be administrator or administratrix, or executor or executrix, of the estate of the other,
9 and each party hereby waives any and all right to the estate or any interest in the
10 estate of the other for family allowance or property exempt from execution, or by way
11 of inheritance, and said waiver shall be effective from the date of this *Decree*.

12 12. Other than expressly set forth in this *Decree of Divorce*, the parties agree
13 that they forever waive, release, and discharge the other from any rights, claims,
14 demands, causes of action, and damages of any kind, known or unknown, now
15 existing or arising in the future, resulting from or relating to any personal injuries,
16 properties, damages, events, conduct, happenings or actions arising at the time of or
17 prior to the date of this *Decree of Divorce*, including actions arising under contract
18 or tort theories, whether arising from or during the marriage or divorce of the parties,
19 or prior to the marriage of the parties.

20 This waiver, release and discharge is an integral part of this *Decree of Divorce*
21 and may not be modified.

22 13. This stipulated *Decree of Divorce* is the full and final agreement between
23 the parties. Accordingly, all prior negotiations and agreements between the parties
24 are incorporated in this *Decree of Divorce*. The terms of this *Decree of Divorce* are
25 intended by the parties as a final, complete, and exclusive expression of their
26 agreement, and may not be contradicted by evidence of any prior agreement or
27 alleged contemporaneous oral agreement. The terms of this *Decree of Divorce* may
28

1 not be amended, modified, or altered except through written agreement signed by
2 both parties, or by an appropriate order of the Court.

3 14. In the event that any provision of this *Decree of Divorce* shall be held
4 to be invalid or unenforceable, such ruling shall not affect the validity or
5 enforceability of the remainder of the *Decree of Divorce* in any respect whatsoever.

6 15. This Court shall reserve jurisdiction over this matter as necessary to
7 enforce any and all of its orders. All terms recited above dealing with property, debts,
8 and alimony are parts of an integrated domestic support obligations order, such that
9 frustration or non-performance of any terms (by bankruptcy or otherwise) that
10 materially affects the others, which would not have been set forth as they were but for
11 the expectation of performance of all stated terms. This Court reserves jurisdiction
12 to enter such further or other orders as necessary to enforce or effectuate any and all
13 provisions set out herein, including by way of compensatory alimony, or
14 recharacterization or reallocation of property or debts so as to effectuate the terms of
15 this *Decree*.

16 16. The parties each acknowledge that he or she has had the opportunity to
17 independently obtain the information necessary to determine the nature, extent, and
18 valuation of the community and jointly owned property set forth herein, and the
19 community and joint debts and obligations set forth herein. The parties each further
20 acknowledge that he or she has independently valued such community and jointly
21 owned property, debt and obligations, and he or she has not relied upon any
22 representations made by his or her counsel, or the other party's counsel. Specifically,
23 neither party has relied upon any representations made by Marshal S. Willick, Esq.
24 and Trevor M. Creel, Esq., of the WILICK LAW GROUP as to the extent, nature or
25 valuation of such property, debt and obligation, or with respect to the division of the
26 same.

27 17. The parties shall submit the information required in NRS 125B.055,
28 NRS 125.130 and NRS 125.230, on a separate form to the Court and the Welfare

1 Division of the Department of Human Resources within ten days from the date of this
2 *Decree* is filed. Such information shall be maintained by the Clerk in a confidential
3 manner and not part of the public record. The parties shall update the information
4 filed with the Court and the Welfare Division of the Department of Human Resources
5 within ten days should any of that information become inaccurate.

6
7 **CHILD CUSTODY NOTICES**

8 1. **NOTICE IS HEREBY GIVEN** that the parties are subject to the
9 provisions of NRS 125C.0065, which provides:

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

- 14 (a) Attempt to obtain the written consent of the non-relocating
parent to relocate with the child; and
15 (b) If the non-relocating parent refuses to give that consent, petition
16 the court for primary physical custody for the purpose of
relocating.

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

- 19 (a) Without having reasonable grounds for such refusal; or
20 (b) For the purpose of harassing the relocating parent.

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

23 2. **NOTICE IS FURTHER GIVEN** that a parent who relocates with the
24 minor child after entry of an order, judgment, or decree without obtaining permission
25 is subject to NRS 125C.0045(6), which provides:

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

1 having a limited right of custody to a child or any parent having no right of
2 custody to the child who willfully detains, conceals or removes the child from
3 a parent, guardian or other person having lawful custody or a right of visitation
4 of the child in violation of an order of this court, or removes the child from the
jurisdiction of the court without the consent of either the court or all persons
who have the right to custody or visitation is subject to being punished for a
category D felony as provided in NRS 193.130.

5 3. **NOTICE IS FURTHER GIVEN** that pursuant to NRS 125C.0045(7)
6 and (8), the terms of the Hague Convention of October 25, 1980, adopted by the 14th
7 Session of the Hague Conference on Private International Law are applicable to the
8 parties. Nevada is hereby declared the State, and the United States of America is
9 hereby declared the country, of habitual residence of the child(ren) for the purposes
10 of applying the terms of the Hague Convention as set forth above.

11 4. **NOTICE IS FURTHER GIVEN** that under the terms of the Parental
12 Kidnaping Prevention Act, 28 U.S.C. Sec. 1738A, and the Uniform Child Custody
13 Jurisdiction Act, NRS 125A.010, *et seq.*, the courts of Nevada have exclusive
14 modification jurisdiction of the custody and visitation terms relating to the child(ren)
15 at issue in this case so long as either of the parties or the child(ren) continue to reside
16 in this jurisdiction.

17
18 **CHILD SUPPORT NOTICES**

19 **FURTHER NOTICE IS HEREBY GIVEN:**

20 1. The parent having the child support obligation is subject to NRS 125.450
21 and NRS 31A.020 through 31A.230, inclusive, regarding the immediate withholding
22 or assignment of wages, commissions or bonuses for payment of child support,
23 whether current or delinquent.

24 2. Pursuant to NRS 125B.145, either party may request that the Court
25 review the child support obligation every three years or upon changed circumstances.

26 *****

27 *****

28 *****


3. Pursuant to NRS 125B.140, if an installment of an obligation to pay support for a child becomes delinquent, the Court shall determine interest and penalties upon the arrearages at rates established pursuant to NRS 99.040 (interest) and NRS 125B.095 (penalties), from the time each amount became due. Interest and penalties shall continue to accrue on the amount ordered until it is paid, and additional attorney's fees must be allowed if required for collection.

IT IS SO ORDERED this 30 day of January, 2017.


DISTRICT COURT JUDGE

Dated this 12th day of January, 2017.

Respectfully Submitted By:
WILLICK LAW GROUP


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Attorneys for Plaintiff

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EXHIBIT “1”

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EXHIBIT “1”

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EXHIBIT “1”

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Arrearage Calculation Summary

Kellogg v. Ghibaud

Page: 1

Report Date: 01/06/2017

Summary of Amounts Due

Total Principal Due 01/10/2017:	\$1,963.50
Total Interest Due 01/10/2017:	\$61.36
Total Penalty Due 01/10/2017:	\$111.41
Amount Due if paid on 01/10/2017:	\$2,136.27
Amount Due if paid on 01/11/2017:	\$2,137.12
Daily Amount accruing as of 01/11/2017:	\$0.84

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	*140.25	12/01/2015	0.00	140.25	0.00
01/01/2016	*140.25	01/01/2016	0.00	280.50	0.62
02/01/2016	*140.25	02/01/2016	0.00	420.75	1.93
03/01/2016	*140.25	03/01/2016	0.00	561.00	3.76
04/01/2016	*140.25	04/01/2016	0.00	701.25	6.37
05/01/2016	*140.25	05/01/2016	0.00	841.50	9.54
06/01/2016	*140.25	06/01/2016	0.00	981.75	13.46
07/01/2016	*140.25	07/01/2016	0.00	1,122.00	17.88
08/01/2016	*140.25	08/01/2016	0.00	1,262.25	23.11
09/01/2016	*140.25	09/01/2016	0.00	1,402.50	28.99
10/01/2016	*140.25	10/01/2016	0.00	1,542.75	35.31
11/01/2016	*140.25	11/01/2016	0.00	1,683.00	42.50
12/01/2016	*140.25	12/01/2016	0.00	1,823.25	50.09
01/01/2017	*140.25	01/01/2017	0.00	1,963.50	58.58
01/10/2017	0.00	01/10/2017	0.00	1,963.50	61.36
Totals	1,963.50		0.00	1,963.50	61.36

* Indicates a payment due is designated as child support.

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
12/01/2015	*140.25	0.00	0.00
01/01/2016	*140.25	140.25	1.19
02/01/2016	*140.25	280.50	3.57
03/01/2016	*140.25	420.75	6.90
04/01/2016	*140.25	561.00	11.65
05/01/2016	*140.25	701.25	17.40
06/01/2016	*140.25	841.50	24.53
07/01/2016	*140.25	981.75	32.57
08/01/2016	*140.25	1,122.00	42.08
09/01/2016	*140.25	1,262.25	52.77
10/01/2016	*140.25	1,402.50	64.27
11/01/2016	*140.25	1,542.75	77.33
12/01/2016	*140.25	1,683.00	91.13
01/01/2017	*140.25	1,823.25	106.57
01/10/2017	0.00	1,963.50	111.41
Totals	1,963.50	1,963.50	111.41

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016		5.75%	from Jan 2017 to Jul 2017

Report created by:

Marshal Law version 4.0

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Willick Law Group - trevor@willicklawgroup.com - (702) 438-4100

End of Report

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EXHIBIT “2”

EXHIBIT “2”

EXHIBIT “2”

Arrearage Calculation Summary

Kellogg v. Ghibaud

Page: 1

Report Date: 01/06/2017

Summary of Amounts Due

Total Principal Due 01/10/2017:	\$2,870.00
Total Interest Due 01/10/2017:	\$196.81
Total Penalty Due 01/10/2017:	\$358.36
Amount Due if paid on 01/10/2017:	\$3,425.18
Amount Due if paid on 01/11/2017:	\$3,426.41
Daily Amount accruing as of 01/11/2017:	\$1.23

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	*2,200.00	12/01/2015	0.00	2,200.00	0.00
01/01/2016	*2,200.00	01/01/2016	0.00	4,400.00	9.80
02/01/2016	*2,200.00	02/01/2016	260.00	6,340.00	30.30
02/12/2016	0.00	02/12/2016	700.00	5,640.00	40.78
02/17/2016	0.00	02/17/2016	300.00	5,340.00	45.02
02/26/2016	0.00	02/26/2016	1,800.00	3,540.00	52.24
02/27/2016	0.00	02/27/2016	650.00	2,890.00	52.77
03/01/2016	*2,200.00	03/04/2016	650.00	4,440.00	56.37
03/11/2016	0.00	03/11/2016	650.00	3,790.00	61.04
03/18/2016	0.00	03/18/2016	650.00	3,140.00	65.03
03/25/2016	0.00	03/25/2016	660.00	2,480.00	68.33
04/01/2016	*2,200.00	04/02/2016	560.00	4,120.00	71.64
04/13/2016	0.00	04/13/2016	550.00	3,570.00	78.45
04/16/2016	0.00	04/16/2016	100.00	3,470.00	80.06
04/22/2016	0.00	04/22/2016	600.00	2,870.00	83.19
07/01/2016	0.00	07/01/2016	0.00	2,870.00	113.38
01/01/2017	0.00	01/01/2017	0.00	2,870.00	192.74
01/10/2017	0.00	01/10/2017	0.00	2,870.00	196.81
Totals	11,000.00		8,130.00	2,870.00	196.81

* Indicates a payment due is designated as child support.

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
12/01/2015	*2,200.00	0.00	0.00
01/01/2016	*2,200.00	2,200.00	18.68
02/01/2016	*2,200.00	6,340.00	55.95
02/12/2016	0.00	5,640.00	75.01
02/17/2016	0.00	5,340.00	82.71
02/26/2016	0.00	3,540.00	95.84
02/27/2016	0.00	2,890.00	96.81
03/04/2016	*2,200.00	4,440.00	103.35
03/11/2016	0.00	3,790.00	111.84
03/18/2016	0.00	3,140.00	119.09
03/25/2016	0.00	2,480.00	125.10
04/02/2016	*2,200.00	4,120.00	131.12
04/13/2016	0.00	3,570.00	143.50
04/16/2016	0.00	3,470.00	146.43
04/22/2016	0.00	2,870.00	152.12
07/01/2016	0.00	2,870.00	207.01
01/01/2017	0.00	2,870.00	351.29
01/10/2017	0.00	2,870.00	358.37
Totals	11,000.00	2,870.00	358.37

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016		5.75%	from Jan 2017 to Jul 2017

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End of Report

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EXHIBIT “3”

EXHIBIT “3”

EXHIBIT “3”

Arrearage Calculation Summary

Kellogg v. Ghibaud

Page: 1

Report Date: 01/06/2017

Summary of Amounts Due

Total Principal Due 01/10/2017:	\$4,097.10
Total Interest Due 01/10/2017:	\$128.05
Total Penalty Due 01/10/2017:	\$0.00
Amount Due if paid on 01/10/2017:	\$4,225.15
Amount Due if paid on 01/11/2017:	\$4,225.79
Daily Amount accruing as of 01/11/2017:	\$0.64

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	292.65	12/01/2015	0.00	292.65	0.00
01/01/2016	292.65	01/01/2016	0.00	585.30	1.30
02/01/2016	292.65	02/01/2016	0.00	877.95	4.03
03/01/2016	292.65	03/01/2016	0.00	1,170.60	7.85
04/01/2016	292.65	04/01/2016	0.00	1,463.25	13.31
05/01/2016	292.65	05/01/2016	0.00	1,755.90	19.90
06/01/2016	292.65	06/01/2016	0.00	2,048.55	28.08
07/01/2016	292.65	07/01/2016	0.00	2,341.20	37.32
08/01/2016	292.65	08/01/2016	0.00	2,633.85	48.22
09/01/2016	292.65	09/01/2016	0.00	2,926.50	60.49
10/01/2016	292.65	10/01/2016	0.00	3,219.15	73.69
11/01/2016	292.65	11/01/2016	0.00	3,511.80	88.68
12/01/2016	292.65	12/01/2016	0.00	3,804.45	104.51
01/01/2017	292.65	01/01/2017	0.00	4,097.10	122.24
01/10/2017	0.00	01/10/2017	0.00	4,097.10	128.05
Totals	4,097.10		0.00	4,097.10	128.05

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016		5.75%	from Jan 2017 to Jul 2017

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10 *Attorneys for Plaintiff Tara Kellogg*

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

10 TARA KELLOGG-GHIBAUDO,
11 Plaintiff,
12
13 vs.
14 ALEX GHIBAUDO
15 Defendant.

CASE NO.: D-15-522043-D
DEPT NO.: H

16 **FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT**

17 Date of Hearing: September 17, 2020
18 Time of Hearing: 9:00 a.m.

19 This matter having come on for an evidentiary hearing on the date and time indicated above
20 regarding Defendant's Motion to Modify Spousal Support filed May 30, 2019. Plaintiff TARA
21 KELLOGG-GHIBAUDO ("Tara"), being present and represented by her attorney of record, R.
22 Christopher Reade, Esq., of Cory Reade Dows Shafer; Defendant ALEX GHIBAUDO ("Alex"),
23 being present and represented by his attorney of record, Radford J. Smith, Esq., of the law firm of
24 Radford J. Smith, Chartered; the Honorable T. Arthur Ritchie presiding.

25 The Court having heard the sworn testimony presented at the time of the hearing of this
26 matter, read the papers and pleadings on file and presented as Exhibits at the time of trial, having
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28

1 heard argument of counsel, and being otherwise fully advised in the premises, makes the following
2 Findings of Fact, Conclusions of Law, and Orders.

3 **FINDINGS OF FACT**

4 **THE COURT FINDS** that the parties were divorced by Decree of Divorce filed February
5 1, 2017.

6 **THE COURT FURTHER FINDS** that the Decree is a final, enforceable judgment in this
7 case.
8

9 **THE COURT FURTHER FINDS** that Defendant Alex Ghibardo (hereinafter “Alex”)
10 reopened this matter on May 30, 2019, through his motion to modify the spousal support provisions
11 of the Decree.

12 **THE COURT FURTHER FINDS** that Plaintiff Tara Kellogg (hereinafter “Tara”) seeks
13 enforcement of the provisions of the Decree of Divorce and alleges that Alex is delinquent in his
14 payments for family support due under the Decree.
15

16 **THE COURT FURTHER FINDS** that the Court retains jurisdiction to enforce the
17 alimony provisions in the Decree and has jurisdiction to modify those provisions.

18 **THE COURT FURTHER FINDS** that there was an aggregate of judgments that were
19 entered addressing Alex’s support obligations to October 2017, and those judgments are not the
20 subject matter of this hearing since they have already been adjudicated and reduced to judgment.

21 **THE COURT FINDS** that a settlement conference was conducted on May 18th, 2016 by
22 former Judge Kathy Hardcastle.
23

24 **THE COURT FURTHER FINDS** that the settlement conference was conducted so that
25 parties could obtain a legal separation, which explains the curious orders in that there was a general
26 theme that the parties would share income because they were still married.
27
28

1 **THE COURT FURTHER FINDS** that both parties had a right, which they
2 acknowledged, to get a divorced and turn the terms of legal separation into a divorce.

3 **THE COURT FURTHER FINDS** that the parties agreed that a Decree of Divorce could
4 be entered and that the Decree of Divorce entered in this matter adopted the agreements that were
5 part of the settlement agreement which was reduced to judgment in the Decree.

6 **THE COURT FURTHER FINDS** that the Decree of Divorce is final judgment and is the
7 law of the case.

8 **THE COURT FURTHER FINDS** that the Decree is under the continuing jurisdiction of
9 this Court.
10

11 **THE COURT FURTHER FINDS** that there was an agreement and a binding order for
12 the parties to share the income. The actual obligation pursuant to the decree was not \$2,500.00
13 but was to be the difference between the Tara's earning potential and the Alex's actual earnings
14 divided by two.

15 **THE COURT FURTHER FINDS** that the Court finds that the Tara is not employed, that
16 Tara obtained an Associates' Degree in 2017 and that Tara does not have income.
17

18 **THE COURT FURTHER FINDS** Tara did not present sufficient proof to support any
19 kind of finding that she is disabled and unable to earn income.

20 **THE COURT FURTHER FINDS** that Tara testified that she hopes to get a job earning
21 \$30,000.00 to \$40,000.00 per year but does not yet have her bachelor's degree at this time.
22

23 **THE COURT FURTHER FINDS** that Tara is willfully underemployed to maximize her
24 spousal support claim, that the income should be imputed to her for the period of time between
25 October 2017 to present. The Court can appropriately calculate the net support that is due during
26 this time and that e amount based on the evidence that was presented is \$2,000.00 a month.
27
28

1 **THE COURT FURTHER FINDS** that Alex is employed as an attorney who incorporated
2 his law firm with the Nevada Secretary of State about six months after the settlement conference
3 on December 19th, 2016.

4 **THE COURT FURTHER FINDS** that Alex filed tax returns that showed income for
5 2017, 2018 and 2019. The evidence admitted and the Court's findings are that Alex's gross income
6 for the purpose of calculating support (1) for 2017 was \$148,256.00, or \$12,355.00 a month; (2)
7 for 2018, is \$180,285.00, or \$15,024.00 a month; (3) for 2019 was \$133,490.00, or \$11,124.00 a
8 month from January through May of that year.
9

10 **THE COURT FURTHER FINDS** that Alex's income, for purposes of calculating his
11 support obligation is at least \$140,000.00 per month, or at least \$12,000.00 a month in gross
12 income. Tara's expert's testimony supports that conclusion.

13 **THE COURT FURTHER FINDS** that from October 2017 to December 2017, Alex's
14 income was \$12,355.00 per month for those three months. Applying Tara's imputed income of
15 \$2,000.00, the net income to be divided pursuant to the Decree of Divorce is \$10,355.00. This sum
16 divided by two equals \$5,177.00 per month due to Tara for the three (3) months in 2017 at issue,
17 totaling \$15,532.00.
18

19 **THE COURT FURTHER FINDS** that in 2018, Alex earned \$15,024.00 per month on
20 average. Imputing an income of \$2,000.00 to Tara, the net income to be divided pursuant to the
21 Decree of Divorce is \$13,024.00. This sum divided by two equals \$6,515.00 per month due to
22 Tara, multiplied by 12 months, equals \$78,144.00 due to Tara for that year.
23

24 **THE COURT FURTHER FINDS** that in 2019, the period to be considered is from
25 January to April, when Alex's motion was filed. For that four (4) month period, Alex's gross
26 monthly income was \$11,124.00 per month on average, minus the \$2,000.00 imputed to Tara. The
27
28

1 net income to be divided pursuant to the Decree of Divorce is \$9,124.00. This sum divided by two
2 equals \$4,562.00 per month due to Tara, multiplied by the four months at issue totals \$18,248.00.

3 **THE COURT FURTHER FINDS** that by adding those three years together, Alex should
4 have paid family support pursuant to the Decree of Divorce in the amount of \$111,924.00.

5 **THE COURT FURTHER FINDS** that the evidence supports a finding that between
6 October 2017 to April 2019 that Alex paid to Tara approximately \$42,000.00.

7 **THE COURT FURTHER FINDS** that the \$42,000.00 actually paid will be credited
8 against the \$111,924.00 owed, for a total arrears amount of \$69,924.00, which represents the
9 family support owed pursuant to the decree between October 2017 and April 2019 and which sums
10 shall be and hereby are reduced to Judgment.
11

12 **THE COURT FURTHER FINDS** that the family support provisions in the Decree of
13 Divorce are modifiable.

14 **THE COURT FURTHER FINDS** that the Decree and NRS 125.150 allow the Court to
15 terminate alimony based on operative events such as the death of either party or the remarriage of
16 the Tara, neither of which occurred here, or modify or terminate alimony based upon a change in
17 financial circumstances.
18

19 **THE COURT FURTHER FINDS** that the agreement concerning legal separation was
20 incorporated in the decree of divorce without a trial on the issue of divorce. Certainly, spousal
21 support is what somebody pays from their separate property to their former spouse. So, in
22 evaluating whether to modify the spousal support award from May 2019 forward, the Court is
23 going to consider the required factors relevant in determining the award of alimony and the amount
24 of such award. The Court considers the financial conditions of each spouse. Other than the reported
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1 income, the Tara states that she is supported by the charity of her family; and the Alex is an attorney
2 who earns at least \$140,000.00 a year.

3 **Findings regarding Alimony Factors Codified in NRS 125.150**

4 **THE COURT FURTHER FINDS** that the Court considers the nature and value of the
5 assets of each spouse. Here, neither party has significant assets, aside from Alex, who has a law
6 practice developed over the last four (4) years.

7 **THE COURT FURTHER FINDS** that the Court considers the contribution of each
8 spouse to any property held by the spouses. Here, that is not a material factor.

9 **THE COURT FURTHER FINDS** that the Court considers the duration of the marriage,
10 which was 13 years.

11 **THE COURT FURTHER FINDS** that the Court considers the earning capacity, age, and
12 health of each spouse. Alex has an earning capacity of \$140,000.00 per year; Tara's earning
13 capacity is \$24,000.00 per year.

14 **THE COURT FURTHER FINDS** that the Court considers the standard of living during
15 the marriage and finds that during the marriage, both parties had financial and personal issues, and
16 so this is not a compelling consideration in this case.

17 **THE COURT FURTHER FINDS** that the Court considers the career before the marriage
18 of the spouse who would receive alimony. Here, Tara has been taking college courses for years
19 and has received an Associate's Degree. She is currently seeking Bachelor's degree, and she has
20 made efforts in that regard.

21 **THE COURT FURTHER FINDS** that the Court considers the award of property granted
22 in the decree of divorce. There really was not much property granted in the Decree of Divorce to
23 either party.

1 **THE COURT FURTHER FINDS** that the Court must consider the physical and mental
2 condition of each party as it relates to financial condition, health, and ability to work. The Court
3 finds that both parties have the ability to work and that the Court should consider the need to grant
4 alimony for any kind of training or education, which has been addressed herein.

5 **THE COURT FURTHER FINDS** that in terms of those factors, now that the parties are
6 divorced, and now that this matter has been raised with the Court, the Court has been asked to
7 modify the amount. Tara asked the Court to order \$6,500.00 a month in alimony without much
8 context. If Alex makes \$12,000 a month and he pays normal withholding, he probably nets about
9 \$9,000.00. In that case, \$6,500.00 would be about 70 percent of his net income which is not
10 equitable or appropriate. Considering the settlement conference and the imputed income, Tara's
11 need is about \$4,500.00. Tara lists other expenses, but Tara has done nothing to support herself as
12 it relates to the last three years after divorce.
13

14 **THE COURT FURTHER FINDS** that the Court is going to conclude that based on
15 weighing all these factors that the appropriate amount of support is \$2,500.00 a month and that is
16 an appropriate and equitable support amount that would reflect a spouse who makes \$140,000 a
17 year and a spouse who can make between \$24,000 to \$30,000.00 a year.
18

19 **THE COURT FURTHER FINDS** Alex has requests that the term of spousal support be
20 terminated or modified.

21 **THE COURT FURTHER FINDS** that, as indicated above, the Court has reviewed, and
22 played for the parties in open court, the relevant sections of the videotape transcript of the
23 settlement conference held in front of Judge Hardcastle on May 18, 2016. The Court relied on that
24 transcript to better understand the terms of the agreement of the parties that formed the basis of
25 the terms of the Decree of Divorce regarding alimony.
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1 **THE COURT FURTHER FINDS** that the video transcript of the May 18, 2016,
2 settlement conference reveals that Alex proposed the 15-year term of alimony that was then
3 incorporated into the Decree of Divorce.

4 **THE COURT FURTHER FINDS** that though the Court has discretion to reduce the term
5 as Alex has requested, the Court finds that it is not just and equitable to terminate the alimony or
6 reduce the term at this time. The Court does not find sufficient change in circumstances since
7 May of 2019 to support Alex's modification of the agreed upon term of alimony because the Alex
8 was the party that insisted upon the 15 year term when the agreement was read into the record at
9 the settlement conference and only three years have passed since the entry of the Decree of
10 Divorce.
11

12 **THE COURT FURTHER FINDS** that the Court is going to confirm that the term of
13 Alex's obligation of alimony to Tara shall continue through April 1, 2031.

14 **THE COURT FURTHER FINDS** that from May 2019 through September 2020 Alex
15 owes Tara another \$47,500.00 at the rate of \$2,500 per month, which shall be reduced to judgment
16 in favor of the Tara against the Alex.
17

18 **THE COURT FURTHER FINDS** that judgments will accrue interest at the legal rate and
19 may be collected by any lawful means.

20 **THE COURT FURTHER FINDS** that the law firm Alex operates was established after
21 the settlement conference at issue and so that practice is Alex's sole and separate property, to
22 which Tara has no claim or right.
23

24 The court incorporates its findings and conclusions made on the record at the
25 hearing on September 17, 2020, by reference. TAR

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CONCLUSIONS OF LAW

The court has continuing jurisdiction to modify unaccrued periodic alimony payments set forth in a Decree of Divorce upon a showing of change circumstances. NRS 125.150(8).

The court may consider, among other factors, a parties' earning capacity, not just income, when determining a fair and equitable award of alimony. NRS 125.150.

JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Tara's Motion for Enforcement of the Decree of Divorce and entry of Judgment is GRANTED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Alex's Motion to Modify Spousal Support is hereby GRANTED IN PART.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Alex owes Tara \$69,924.00 in spousal support arrears for period of October 2017 through April 2019.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Alex owes Tara \$47,500.00 for spousal support from May 2019 through September 2020.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that these sums so reduced to Judgment have accrued interest at the legal rate and may be collected by any lawful means.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Alex's spousal support obligation has been modified and that Alex is ordered to pay Tara \$2,500.00 per month in spousal support. Payments are due on the first of each month starting on October 1, 2020.

....

....

....

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this order takes into consideration a look-back to October 2017 in terms of any child support arrears.

DATED AND DONE this ____ day of November, 2020.

Dated this 10th day of November, 2020


DISTRICT COURT JUDGE

66A 958 EDC0 129B
T. Arthur Ritchie
District Court Judge

Prepared by:

CORY READE DOWS AND SHAFER
/s/ R. Christopher Reade

By: _____
R. Christopher Reade, Esq.
Nevada Bar No.: 006791
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RADFORD J. SMITH, CHARTERED
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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Tara Kellogg Ghibaud, Plaintiff | CASE NO: D-15-522043-D
7 vs. | DEPT. NO. Department H
8 Alex Ghibaud, Defendant.
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 11/10/2020

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16 Reception .	Email@willicklawgroup.com
17 Victoria Javiel .	victoria@willicklawgroup.com
18 Kimberly Stutzman	kstutzman@radfordsmith.com
19 Sigal Chattah	Chattahlaw@gmail.com
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21 Laurie Alderman	lalderman@crdslaw.com
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23 Leta Metz	assistant@crdslaw.com
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Michancy Cramer	michancy@glawvegas.com
Firm RJS	firm@radfordsmith.com
Radford Smith	rsmith@radfordsmith.com

1 ORDR

2
3 **DISTRICT COURT**
4 **FAMILY DIVISION**
5 **CLARK COUNTY, NEVADA**
6

7
8 TARA KELLOGG , fka)

9 Tara Kellogg Ghibaudo,)

10)

11 Plaintiff,) CASE NO. D-15-522043-D

12) DEPT. NO. "H"

13 vs.)

14)

15 ALEX GHIBAUDO,) **DECISION AND ORDER**

16) Date of Hearing: 2/15/2022

17 Defendant.) Time of Hearing: 1:30 p.m.

18)
19 _____)

20 This Decision and Order resolves Tara Kellogg's motion to enforce and for
21 an order to show cause that was filed on October 18, 2021. This matter came on
22 for hearing before Art Ritchie, District Court Judge, Department H. Tara Kellogg
23 was present and represented by her attorneys, Jonathan K. Nelson, Esq. Alex
24 Ghibaudo was present in proper person. The court reviewed the papers and
25 pleadings on file, and for good cause, makes the following Decision and Order.
26
27
28

1 **I. STATEMENT OF THE CASE**

2
3 The parties were divorced by the entry of a Decree of Divorce filed on July
4 1, 2017. Post-divorce litigation was resolved by the court's Findings of Fact,
5 Conclusions of Law, and Judgment filed on November 10, 2020. Both parties
6 filed a Notice of Appeal, and the matter is pending in the Nevada Court of
7 Appeals. This case was reopened on October 18, 2021, when Tara Kellogg filed
8 a motion to enforce the order for Alex Ghibauda to pay spousal support to her in
9 the amount of \$2,500 per month. The motion was supported by Tara Kellogg's
10 jurisdictional affidavit. This motion was set for hearing on November 23, 2021.
11 Alex Ghibauda's opposition was filed on November 19, 2021.

12
13
14
15 The matter was heard and argued on November 23, 2021. The court found
16 that it had collateral jurisdiction to the pending appeal. The court determined that
17 it had jurisdiction to resolve this dispute pursuant to NRS 22.303 3(b), and that
18 there was adequate cause to consider these allegations of out of court, civil
19 contempt. The court filed an Order to Show Cause on December 7, 2021, and
20 the matter was set for an indirect civil contempt hearing on February 15, 2022.
21 On that date, the court heard the testimony of Alex Ghibauda, and considered the
22 arguments of counsel. This decision and order followed.

23
24
25
26 /////

1 **II. FINDINGS AND CONCLUSIONS**

2
3 The court concludes that Alex Ghibaudo is in contempt of the Findings of
4 Fact, Conclusions of Law, and Judgment that was filed on November 10, 2020,
5 because he has not paid spousal support to Tara Kellogg in the amount of \$2,500
6 per month since the entry of that order. In support of this conclusion, the court
7 makes the following findings:
8

- 9
- 10 1. The court ordered Alex Ghibaudo to pay Tara Kellogg spousal support
11 in the amount of \$2,500 per month beginning October 1, 2020.
12
 - 13 2. Alex Ghibaudo made no payments between October, 2020, and January,
14 2022.
15
 - 16 3. The court did not enter a stay of the order after the filing of the Notice
17 of Appeal.
18
 - 19 4. Tara Kellogg proved by clear and convincing evidence that Findings of
20 Fact, Conclusions of Law, and Judgment that was filed on November
21 10, 2020, is a clear order requiring the payment of monthly spousal
22 support.
23
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- 1 5. Tara Kellogg proved by clear and convincing evidence that Alex
2 Ghibaudo had notice of the entry of the Findings of Fact, Conclusions
3 of Law, and Judgment that was filed on November 10, 2020.
4
- 5 6. Tara Kellogg proved by clear and convincing evidence that Alex
6 Ghibaudo violated the order by failing to pay ordered support.
7
- 8 7. The court finds that Alex Ghibaudo's defense that the matter is on
9 appeal, and that this relieved him of the responsibility to pay support
10 lacks merit.
11
- 12 8. The court finds that Alex Ghibaudo's defense that he was unable to pay
13 ordered support lacks merit, especially, since he paid nothing between
14 October 1, 2020, and January, 2022.
15
16

17 Indirect civil contempt is the court's tool to compel compliance with court
18 orders. The district court has discretion to use or not use this tool as it deems
19 appropriate. The purpose of indirect civil contempt is not to punish litigants for
20 non-compliance of court orders. The court finds that Alex Ghibaudo has
21 materially purged contempt since the entry of the Order to Show Cause through
22 payment. Further, Alex Ghibaudo may continue to purge the indirect civil
23 contempt, and avoid the imposition of contempt sanctions, through timely
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1 payments of spousal support. In support of this conclusion the court makes the
2 following findings.
3

4 1. Since December, 2021, Alex Ghibauda paid Tara Kellogg \$5,000. This
5 payment was made on or about January 26, 2022.
6

7 2. Alex Ghibauda testified that he paid Tara Kellogg \$2,444 since
8 December, 2021, through the District Attorney Family Support
9 Division, towards the stipulated arrears judgment in case R-11-161999-
10 R.
11

12
13 Therefore,

14
15 **ORDER**

16
17 **IT IS HEREBY ORDERED** that Tara Kellogg's motion to enforce and
18 for an order to show cause that was filed on October 18, 2021, is granted.
19

20 **IT IS FURTHER ORDERED** that Alex Ghibauda is in contempt of the
21 Findings of Fact, Conclusions of Law, and Judgment that was filed on November
22 10, 2020, because he has not paid spousal support to Tara Kellogg in the amount
23 of \$2,500 per month since the entry of that order.
24

25 **IT IS FURTHER ORDERED** that Alex Ghibauda has materially purged
26 contempt since the entry of the Order to Show Cause through payment, and that
27
28

1 Alex Ghibauda may continue to purge the indirect civil contempt, and avoid the
2 imposition of contempt sanctions, through timely payments of spousal support
3 after the entry of this order.
4

5 Dated this 16th day of February, 2022

6 
7

8 888 0B0 FC89 A005
9 T. Arthur Ritchie
10 District Court Judge
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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

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6 Tara Kellogg Ghibaud, Plaintiff | CASE NO: D-15-522043-D
7 vs. | DEPT. NO. Department H
8 Alex Ghibaud, Defendant.
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 2/16/2022

15 "Trevor M. Creel, Esq." .	Trevor@willicklawgroup.com
16 Reception .	Email@willicklawgroup.com
17 Victoria Javiel .	victoria@willicklawgroup.com
18 R. Reade	creade@crdslaw.com
19 Sigal Chattah	Chattahlaw@gmail.com
20 Alex Ghibaud	alex@glawvegas.com
21 Michancy Cramer	michancy@glawvegas.com
22 Ashanti Hargis	ashanti@jknelsonlaw.com
23 Elizabeth Arthur	earthur@crdslaw.com
24 Elizabeth Paul	elizabeth@jknelsonlaw.com
25 Jonathan Nelson	courts@jknelsonlaw.com

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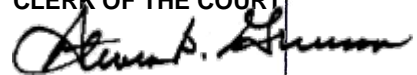
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Andrew David

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1 **SAO**

2 **RADFORD J. SMITH, CHARTERED**

3 **RADFORD J. SMITH, ESQ.**

4 Nevada State Bar No. 002791

5 **HELEN P. TOWLERTON, ESQ.**

6 Nevada State Bar No. 006085

7 2470 St. Rose Parkway, Suite 206

8 Henderson, Nevada 89074

9 Telephone: (702) 990-6448

Facsimile: (702) 990-6456

rsmith@radfordsmith.com

Attorneys for Defendant

**DISTRICT COURT
CLARK COUNTY, NEVADA**

12 **TARA KELLOGG-GHIBAUDO,**

13 **Plaintiff,**

14 **vs.**

15 **ALEX GHIBAUDO,**

16 **Defendant.**

CASE NO.: D-15-522043-D

DEPT NO.: H

FAMILY DIVISION

18 **STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER**

19
20 COME NOW the Parties, Plaintiff, TARA KELLOGG- GHIBAUDO ("Tara"),
21 being represented by R. Christopher Reade, Esq., Law Offices of Cory Reade Dows &
22 Shafer, and Defendant, ALEX GHIBAUDO ("Alex"), being represented by Radford
23 Smith, Esq., and Helen Towlernton, Esq., of Radford J. Smith, Chartered, and hereby
24 stipulate and agree as follows:
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1 WHEREAS, this action involves or may involve the disclosure of documents,
2 material, and information potentially entitled to protection under N.R.C.P. Rule 16.2, and
3 Rule 26(c), and;
4

5 WHEREAS, to facilitate the disclosure of information and to protect the confidential
6 nature of such information is in the interests of both parties;
7

8 NOW THEREFORE, it is agreed as follows:
9

10 1. Definitions:

11 (a) "Confidential Material" shall mean all nonpublic or proprietary documents,
12 material, and information potentially entitled to protection under N.R.C.P. Rule 16.2, and/or
13 Rule 26(c) and shall apply to all documents and information received by a party in response
14 to formal interrogatories, requests for production of documents, subpoena and/or as part of
15 Mandatory Disclosures, including all such documents and information received and/or
16 issued in this matter prior to the entry of this agreement.
17
18

19 By way of example, but not limitation, Confidential Material includes the
20 information, records and data concerning a party's financial information, health care and
21 records; business or affairs of Alex B. Ghibaudo, Esq., and/or Alex B. Ghibaudo, P.C.,
22 including information concerning acquisition or business development opportunities, the
23 identities of the current, former or prospective clients, suppliers and customers of that entity,
24 development, transition and transformation plans, methodologies and methods of doing
25 business, strategic, marketing and expansion plans, financial and business plans or analysis,
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1 financial data or statements, records from financial institutions, tax returns, bank statements,
2 credit card statements, accounting records, communications by or to an Affiliate,
3 agreements, contracts, corporate records, minutes of meetings, pricing information,
4 employee lists and telephone numbers, locations of suppliers, customers or sales
5 representatives, new and existing customer or supplier programs and services, customer or
6 supplier terms, customer service and integration processes, requirements and costs of
7 providing products, service, support or equipment.

11 (b) "Requesting Party" shall mean any party to this Agreement conducting a
12 deposition pursuant to N.R.C.P. 30-31, propounding interrogatories pursuant to N.R.C.P.
13 33, requesting the production of documents pursuant to N.R.C.P. 34, N.R.C.P. 69, or
14 issuing a subpoena *duces tecum* served upon any person or entity in this proceeding, and/or
15 otherwise seeking discovery herein and/or pursuant to post-judgment collection
16 proceedings occurring contemporaneously hereto.

19 (c) "Producing Party" shall mean any person or entity on whom a discovery request
20 has been propounded in this action.

22 2. Designation of Information Produced as "Confidential Material". In
23 responding to a request for information herein, any party may designate any document,
24 material, or information produced by it as "Confidential Material". In the case of
25 documents, such designation shall be made by stamping the phrase "Confidential" or
26 "Confidential Material" on all pages of any document so designated, in a conspicuous place.
27
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1 In the case of deposition testimony, such designation shall be made by identifying on the
2 record those portions of the transcript designated as Confidential Material. Portions of a
3 deposition designated as Confidential Material shall be separately transcribed and
4 designated as Confidential Material. Machine readable media and other non-documentary
5 material shall be designated as Confidential Material by some suitable and conspicuous
6 means, given the form of the particular embodiment. Lastly, information may be designated
7 as "Confidential" with written notice to the Receiving Party by the Producing Party.
8

11 A party may review Confidential Material in the office of his or her respective
12 counsel. All documentation produced subsequent to the date of this agreement may be
13 reviewed by a party in the office of his or her respective counsel, however he and she shall
14 not receive copies thereof in any format, hard copy or electronic. To the extent a party has
15 received copies of Confidential Material produced previous to the date of this agreement,
16 each party expressly understands, warrants and agrees that such information, documents
17 and material must be kept confidential in accordance with the terms of this agreement and
18 may not be disclosed in any manner or to any person or entity other than expressly
19 authorized in Paragraph 4, below.
20

24 A party producing documents may make the designation permitted hereby either at
25 the time the document is produced or at the time it is copied for delivery to the requesting
26 party. Failure to make the designation at the time a document is made available for
27 inspection does not constitute a waiver of the right to designate a document as Confidential
28

1 material. The designation of material as Confidential Material, in the manner described
2 hereunder, shall constitute a certification by the attorney making such designation that he
3 or she in good faith believes the material to be potential entitled to protection under N.R.C.P.
4 16.2.
5

6
7 3. Treatment of Confidential Material. All documents, material, and information
8 designated as Confidential Material under paragraph 2 shall be treated in accordance with
9 the provisions of this Order unless such designation has been released by the party making
10 it or by order of the court.
11

12 4. Disclosure of Confidential Material in General. Except as provided in this
13 Stipulated Protective Order, Confidential Material and the contents of Confidential Material
14 shall not be shown to, given to, discussed with or otherwise disclosed to any person other
15 than the following:
16

17 (a) the parties to this case (except as specifically provided in Paragraph 2,
18 above);
19

20 (b) counsel or record for the parties and persons employed by them in
21 connection with this lawsuit;

22 (c) the authors, addressees or originators of confidential material;
23

24 (d) any bona fide expert witness engaged by counsel of record in the action
25 to testify as an expert or engaged as a bona fide consulting expert in this action; and

26 (e) the Court, provided that any confidential material submitted to or filed
27 with the Court, including but not necessarily limited to deposition transcripts,
28 pleadings, briefs and exhibits (except trial exhibits), shall be filed as a suppressed
document, available only to parties and counsel of record subject to release or

1 inspection only by the Court or consent of the party claiming confidentiality as to the
2 particular material pursuant to paragraph 9.

3 5. Statement Regarding Confidentiality. Prior to disclosure of any Confidential
4 Material to a party to this case or any bona fide expert witness or consultant, such individual
5 shall sign a Statement Regarding Confidentiality in the form attached hereto as Exhibit A,
6 stating the signatory's full name, address, and present employer, and acknowledging his or
7 her understanding of the terms of this Stipulated Protective Order and his or her agreement
8 to be bound by its terms. Each such signed statement shall be retained by the attorney
9 disclosing any Confidential Material pursuant to this paragraph 5 and shall be made
10 available for inspection and copying upon request by counsel for the Producing Party or by
11 Order of the Court.
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16 6. Any party shall have the right to apply to the Court, upon reasonable notice to
17 the Producing Party, for an Order permitting further disclosure or declassification of
18 Confidential Material upon a showing that such an Order is necessary to an adequate
19 preparation of said party's case or that the designation of "Confidential Material" was
20 unjustified
21
22

23 7. Any person who receives or is afforded access to any Confidential Material
24 pursuant to the provisions of this Stipulated Protective Order shall neither use nor disclose
25 said Confidential Material for any purpose other than the purposes of preparation for and
26 conduct of this proceeding, and then solely as contemplated herein. Furthermore, such
27
28

1 persons shall take all reasonable precautions to maintain the confidentiality of such
2 Material.

3
4 8. Counsel are charged with the responsibility of advising the parties hereto, their
5 associates, legal support personnel, and experts or consultants who are participating in the
6 prosecution or defense of this proceeding to whom disclosure of Confidential Material may
7 be made pursuant to this Order, of the terms of this Order and their obligations thereunder.
8

9
10 9. Confidential Material may be used by any party at trial or on any appeal of this
11 matter without regard to the terms of this Order; provided, however, that all parties reserve
12 their respective rights to request the Court to take appropriate measures to preserve the
13 confidentiality of such material, and provided further that the parties hereto reserve their
14 right to question, challenge, and/or object to the admissibility of such Confidential Material
15 in accordance with the Nevada Rules of Evidence and/or the Nevada Rules of Civil
16 Procedure.
17

18
19 10. The restrictions and obligations set forth herein shall not apply to any
20 information that the Parties agree should not be designated Confidential Material, or that
21 the parties agree, or the Court rules, has become public knowledge other than as a result of
22 disclosure by the receiving party, its employees, or its agents in violation of this Order; or
23 has come or shall come into the receiving party's legitimate knowledge independently of
24 and/or prior to the production by the producing party.
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1 11. Nothing herein shall in any respect constitute a waiver of any attorney-client
2 or work product privilege of any party, nor does any provision herein affect the right of any
3 party to contest any assertion or finding of confidentiality or privilege, and/or to appeal any
4 adverse determination of the court regarding said confidentiality or privilege.
5

6 12. Nothing herein shall impose any different or greater duties or obligations upon
7 any party respecting documents, materials, or information obtained from other sources or
8 by means other than discovery solely because those documents, materials, or information
9 may have been designated as Confidential Material when produced in discovery herein;
10 provided however that the embodiment of the material that has been designated hereunder
11 shall itself be treated as Confidential Material.
12

13 13. Nothing contained herein is intended to broaden the scope of information that
14 would be entitled to protection under N.R.C.P. 26(c).
15

16 14. Nothing herein shall be construed to prevent disclosure of Confidential
17 Material if such disclosure is required by subpoena, court order or any other legal obligation.
18 Should a party be required by law, including 37 CFR 1.56, or by order of the Court to
19 disclose Confidential Material, written notice shall be provided to the Producing Party prior
20 to any such disclosure. The producing party shall have seven (7) days from the date of the
21 notice to object to any disclosure of the Confidential Material and apply for a protective
22 order. If the Producing Party makes a timely objection, the receiving party shall not produce
23 the Confidential Material absent a court order. However, the burden shall be on the
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1 objecting, Producing Party to seek protection relating to the commanded disclosure in a
2 timely manner. If the Producing Party fails to take such action within seven (7) days, it shall
3 be deemed to have waived its objection to the commanded disclosure.
4

5 15. All objections to the admissibility of any documents produced, whether or not
6 such documents are ultimately determined to be confidential for purposes of this Order, are
7 preserved and may be made when any such document is tendered at a hearing or trial.
8

9 16. This Stipulated Protective Order shall be deemed severable, and if any
10 provision of this Stipulated Protective Order is rendered or deemed void, unenforceable, or
11 otherwise ineffective by operation of law, the other provisions of this Stipulated Protective
12 Order shall not be affected and shall remain in full force and effect, and the Parties shall
13 negotiate in good faith to replace such illegal, void or unenforceable provision with a
14 provision that corresponds as closely as possible to the intentions of the parties as expressed
15 by such illegal, void or unenforceable provision.
16

17 17. The parties acknowledge that any violation or threatened violation of this
18 Stipulated Protective Order would cause irreparable injury to the other party, and to any
19 other person or entity to which the particular Confidential Information belongs or relates,
20 to which such violation or threatened violation relates, and that money alone would not be
21 sufficient to redress such injury. The parties agree that any actual or threatened violation
22 of this Stipulated Protective Order may be enjoined by any court of competent jurisdiction
23 in an action seeking equitable relief or in an action to seek injunctive relief by either party
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1 as well as by any person or entity to which the particular Confidential Information belongs
2 or relates.
3

4 18. This Stipulated Protective Order contains the final and complete contract of
5 the Parties to the Stipulated Protective Order, and supersedes all prior oral or written
6 promises, undertakings, understandings, or negotiations concerning the subject matter of
7 this Stipulated Protective Order. This Stipulated Protective Order shall inure to the benefit
8 of and be binding upon the Parties and their successors and assigns.
9
10

11 19. This Stipulated Protective Order may be executed simultaneously in two or
12 more parts, each of which shall be deemed an original, but all of which together will
13 constitute one and the same instrument.
14

15 20. Neither the failure of any Party at any time to enforce any of the provisions of
16 this Stipulated Protective Order nor the granting at any time of any other indulgence shall
17 be construed as a waiver of that provision or of the right of either Party afterwards to enforce
18 that or any other provision.
19
20

21 21. Should any Party to this Stipulated Protective Order or any person or entity
22 bring an action to enforce or interpret this Stipulated Protective Order, the prevailing party
23 in such action shall awarded reasonable attorney's fees and costs incurred in the action from
24 the non-prevailing party. Nothing in this Confidentiality Stipulated Protective Order shall
25 prevent the court from entering additional sanctions, fines or orders of contempt in addition
26 to the attorney's fees and costs permitted under this paragraph.
27
28

1 22. This Stipulated Protective Order may not be amended, nor any obligation
2 waived, except by a writing signed by both the parties or an order of the Court.
3

4 23. The confidentiality of material produced in this action and designated as
5 confidential hereunder is to be preserved both during and after the final disposition of this
6 action. Confidential Material produced in this action shall be located and maintained only
7 in offices of counsel of record for the parties or offices of experts as defined in paragraph
8 4(d) above. Seven (7) years after termination or settlement of this action, including all
9 appeals, all persons in possession of Confidential Material shall return or destroy to the
10 Producing Party all such Confidential Material produced in this action by the Producing
11 Party, including any copies, upon thirty (30) days after written notice. Counsel in
12 possession of this Material shall certify to the Producing Party in writing that it has fulfilled
13 the obligations imposed by this Paragraph.
14
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19 Dated this 25 day of March, 2020.
20

21
22 Tara Kellogg-Ghibaud
23 TARA KELLOGG-GHIBAUDO
24 Plaintiff

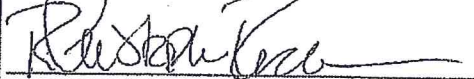
/s/ Alex Ghibaud *

ALEX GHIBAUDO
Defendant

25 / / /
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* Per Admin Order 20-10
Authorization email attached

1 LAW OFFICES OF CORY READE
2 DOWS & SHAFER

3 

4 R. CHRISTOPHER READE, ESQ.
5 Nevada State Bar No. 006791
6 1333 North Buffalo Drive, Ste 210
7 Las Vegas, Nevada 89128
8 *Attorney for Plaintiff*

RADFORD J. SMITH, CHARTERED


/s/ Helen Towlerton

RADFORD J. SMITH, ESQ.
Nevada State Bar No. 002791
HELEN P. TOWLERTON, ESQ.
Nevada Bar No. 006085
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorneys for Defendant

10 ORDER

11
12 BASED UPON THE FOREGOING STIPULATION OF THE PARTIES,

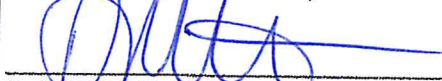
13 IT IS HEREBY ORDERED that the parties' Stipulated Confidentiality Agreement
14 and Protective Order is hereby adopted as an Order of the Court.
15

16 IT IS SO ORDERED this 26 day of March, 2020.

17 
18
19 DISTRICT COURT JUDGE

20 *Respectfully Submitted:*

21
22 RADFORD J. SMITH, CHARTERED

23 

24 RADFORD J. SMITH, ESQ.
25 Nevada Bar No. 002791
26 HELEN TOWLERTON, ESQ.
27 Nevada St. Bar No. 006081
28 2470 St. Rose Parkway, Suite 206
Henderson, NV 89074
(702) 990-6448
Attorneys for Defendant

From: Alex Ghibaudo <alex@glawvegas.com>

Sent: Tuesday, March 24, 2020 11:50 PM

To: Helen Towlerton <htowlerton@radfordsmith.com>

Subject: RE: Ghibaudo - Response needed - Please confirm receipt of this email

Responses are highlighted below. Also, you have my authority to affix my electronic signature to the confidentiality agreement. If you have questions, give me a call.

Alex G.

ORDR

Alex B. Ghibaudo
197 E California Ave Suite 250
Las Vegas, Nevada 89104
T: (702) 462-5888
F: (702) 924-6553
E: alex@glawvegas.com
Defendant in Proper Person

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

TARA KELLOGG,

Plaintiff,

vs.

ALEX GHIBAUDO,

Defendant.

Case Number: D-15-522043-D

Department: H

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

THIS MATTER came before the Honorable Judge Arthur Ritchie on March 21, 2022 for a hearing on Defendant's motion for an order to show cause and for sanctions against Plaintiff. Present before the Court was Defendant Alex Ghibaudo, appearing in proper person, and Plaintiff Tara Kellogg, by and through her attorney of record, Jonathan Nelson of Jonathan Nelson Law Firm. Having considered the pleadings and the parties' arguments, the Court makes the following findings, conclusions of law, and orders:

1 **FINDINGS OF FACT**

2 **THE COURT HEREBY FINDS** that Post-judgment proceedings are
3 divorce proceedings within the purview of NRS 125.110, EDCR 5.210, and the
4 Confidentiality Agreement and Protective Order executed by the parties, signed by
5 this Court and filed March 26, 2020.
6

7 **THE COURT FURTHER FINDS** that the Stipulated Confidentiality
8 Agreement and Protective Order filed March 26, 2020, which was signed by both
9 parties and both parties' counsel, expressly provides that both parties have an
10 expectation of privacy in these divorce proceedings as it relates to materials (which
11 encompasses videos of proceedings in this case) stemming from these divorce
12 proceedings and the decree of divorce issued February 2, 2017.
13
14

15 **THE COURT FURTHER FINDS** that the dissemination of videos of
16 hearings and proceedings in this case is a direct violation of the Confidentiality
17 Agreement and Protective Order filed in this case on March 26, 2020.
18

19 **THE COURT FURTHER FINDS** that the parties also agreed that a
20 violation of the Confidentiality Agreement and Protective Order constitutes
21 irreparable harm to the aggrieved party.
22

23 **THE COURT FURTHER FINDS** that it is persuaded that Defendant has a
24 basis to object to any and all videos of hearings in these divorce proceedings being
25 posted by Plaintiff and disseminated to third parties and posted by third-parties.
26

27 **THE COURT FURTHER FINDS** that it is reticent to proceed with show
28 cause hearings because the matter is currently on appeal.

1 **THE COURT FURTHER FINDS** that Plaintiff has admitted that she has
2 posted videos before and after the Confidentiality Agreement and Protective Order
3 was executed or that she has facilitated the dissemination and posting of videos
4 from these hearings before and after the Confidentiality Agreement was executed
5 and that Plaintiff objects to such conduct.
6

7
8 **THE COURT FURTHER FINDS** that a dissemination of videos from
9 hearings in these proceedings violates Nevada law (NRS 125.110), violates Eighth
10 Judicial District Court Rules (EDCR 5.210), and violates the express contract the
11 parties executed (Confidentiality Agreement and Protective Order filed March 26,
12 2020) and balanced against the constitutional rights that both parties have in this
13 case, dissemination of materials in this case, including, but not limited, to videos
14 from hearings in this case, is not allowed.
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17 **THE COURT FURTHER FINDS** that there is no gag order in this matter.
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1 **THE COURT FURTHER ORDERS** that this Court adopts as an order of
2 the Court EDCR 5.210 et seq., which states:

3
4 (a) Except as otherwise provided by another rule or statute, the court
5 shall, upon demand of either party, direct that the hearing or trial in an
6 action for divorce be private.

7 (b) Except as otherwise provided in subsections (c) or (d), upon such
8 demand of either party, all persons must be excluded from the court or
9 chambers wherein the action is tried, except:

- 10 (1) The officers of the court;
11 (2) The parties;
12 (3) The counsel for the parties and their staff;
13 (4) The witnesses (including experts);
14 (5) The parents or guardians of the parties; and
15 (6) The siblings of the parties.

16 (c) The court may, upon oral or written motion of either party or on
17 its own motion, exclude the parents, guardians, or siblings of either
18 party, or witnesses for either party, from the court or chambers
19 wherein the hearing or trial is conducted. If good cause is shown for
20 the exclusion of any such person, the court shall exclude any such
21 person.

22 (d) If the court determines that the interests of justice or the best
23 interest of a child would be served, the court may permit a person to
24 remain, observe, and hear relevant portions of proceedings
25 notwithstanding the demand of a party that the proceeding be private.

26 (e) The court shall retain supervisory power over its own records and
27 files, including the electronic and video records of proceedings.
28 Unless otherwise ordered, the record of a private hearing, or record of
a hearing in a sealed case, shall be treated as confidential and not open
to public inspection. Parties, their attorneys, and such staff and experts
as those attorneys deem necessary are permitted to retain, view, and
copy the record of a private hearing for their own use in the
representation. Except as otherwise provided by rule, statute, or court
order, no party or agent shall distribute, copy, or facilitate the
distribution or copying of the record of a private hearing or hearing in
a sealed case (including electronic and video records of such a
hearing). Any person or entity that distributes or copies the record of a
private hearing shall cease doing so and remove it from public access
upon being put on notice that it is the record of a private hearing.

1 **THE COURT FURTHER ORDERS** that the Court is issuing a stay on
2 further proceedings concerning sanctioning or imposing any other legal remedies
3 on Plaintiff for 30 days after notice of entry of this order to allow Plaintiff time to
4 appeal this order, if any appeal is appropriate under the Nevada Rules of Appellate
5 Procedure. After that, Defendant can seek what remedy is available to him
6 pursuant to NRS 125.110, EDCR 5.210(e), the Confidentiality Agreement and
7 Protective Order, or any other appropriate legal remedy.
8

9
10 ~~**THE COURT FURTHER ORDERS** that enforcement of this Order,~~
11 ~~request for sanctions, or any other appropriate legal remedy related to this Order is~~
12 ~~a party's right and not the Court's right.~~ (TAR)
13

14 **IT IS SO ORDERED.**

15 Dated this _____ day of _____, 2022 Dated this 14th day of April, 2022



18 **DISTRICT COURT JUDGE**
19 **7A9 EC3 264F 9431**
20 **T. Arthur Ritchie**
21 **District Court Judge**

22 Respectfully Submitted:

Approved as to form and content by:

23 //s// Alex B. Ghibauda

REFUSED SIGNATURE

24 _____
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27 Las Vegas, NV 89104
28 Alex@glawvegas.com
 Defendant in Proper Person

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Attorney for Plaintiff

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4

5
6 Tara Kellogg Ghibaudo, Plaintiff | CASE NO: D-15-522043-D
7 vs. | DEPT. NO. Department H
8 Alex Ghibaudo, Defendant.
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 4/14/2022

15 "Trevor M. Creel, Esq." .	Trevor@willicklawgroup.com
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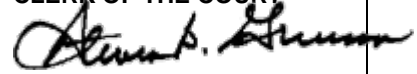
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Attorneys for Plaintiff Tara Kellogg

DISTRICT COURT

CLARK COUNTY, NEVADA

TARA KELLOGG,

Plaintiff,

v.

ALEX GHIBAUDO,

Defendant.

Case No. D-15-522043-D
Dept. H

**Notice of Association of Counsel on
Appellate Matters**

To: All Parties

To: Their Counsel of Record

You and each of you will please take notice that Evan D. Schwab, Esq. of Schwab Law Firm PLLC ("SLF") hereby associates with Jonathan K. Nelson of JK Nelson Law LLC as attorneys for Plaintiff Tara Kellogg in the above-entitled action as it pertains to appellate matters.

[Remainder of Space Intentionally Left Blank]

1 Attorney Schwab and SLF's representation and involvement in the instant matter is
2 limited to appellate representation. Any non-appellate communications should be
3 directed to Jonathan K. Nelson, Esq. of JK Nelson Law LLC.

4 Dated this 13th day of May 2022

5 Schwab Law Firm PLLC

6 /s/ *Evan Schwab*

7 _____
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14 *Attorneys for Plaintiff Tara Kellogg*

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Actions

File Into Existing Case

Case Number	Location	Description
D-15-522043-D	Department H	Tara Kellogg Ghibaudo, Plaintiffvs.Alex Ghibaudo, Defendant.

1

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------	-------

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Party: Tara Kellogg Ghibaudo - Counter Defendant

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Party: Nicole Beatrice Ghibaudo - Subject Minor

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