

1                                    **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2                                    \_\_\_\_\_  
3 ADAM MICHAEL SOLINGER, )

4                                    Petitioner, )

5 vs. )

6 )  
7 CLARK COUNTY DIST. )  
8 COURT, FAMILY DIVISION, )  
9 THE HONORABLE )  
10 MARY PERRY, DIST. )  
11 COURT JUDGE, DEPT. P, )

12                                    Respondents, )

13 and )

14 CHALESE MARIE SOLINGER, )

15                                    Real Party in Interest )  
16 )

CASE NO.:

(District Court Case No. D-19-582245-D)

Electronically Filed  
Jun 01 2022 08:42 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

17                                    **PETITIONER'S APPENDIX**

18  
19 ADAM M. SOLINGER, ESQ.  
20 Nevada Bar Number 13963  
21 2790 W. Sahara Ave  
22 Las Vegas, NV 89102  
23 **Attorneys for Appellant**

ALEX B. GHIBAUDO, ESQ.  
197 E. California Ave., Suite 250  
Las Vegas, NV 89101  
**Counsel for the Real Party in Interest**

24  
25 Honorable Judge MARY PERRY  
26 EIGHTH JUDICIAL DIST. CT. JUDGE  
27 601 N. Pecos RD  
28 Las Vegas, NV 89155  
(702) 455-1340  
**Respondent Court**

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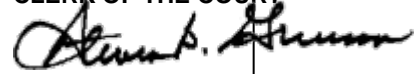
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3                   **CERTIFICATE OF SERVICE BY E-FILING**

4           I hereby certify that I am the Petitioner in this case, and that this 31st day of  
5 May, 2022, I electronically filed the foregoing Appellant's Appendix with the  
6 Clerk of the Court by using the ECF system which will send a notice of electronic  
7 filing to the following:

8           Alex B. Ghibaud, Esq.  
9           197 E. California Ave., Suite 250  
10          Las Vegas, Nevada 89101  
11          (702) 217-7442  
12          Counsel for the Real Party in Interest

13          Honorable Judge MARY PERRY  
14          EIGHTH JUDICIAL DIST. CT. JUDGE  
15          601 N. Pecos RD  
16          Las Vegas, NV 89155  
17          (702) 455-1340  
18          Respondent Court

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By: /s/ Adam Solinger  
Adam M. Solinger.



**EPAP**  
Adam M. Solinger  
7290 Sea Anchor Ct  
Las Vegas, Nevada 89131  
Tel: (702) 222-4021  
Email: attorneyadamsolinger@gmail.com

Eighth Judicial District Court  
Family Division  
Clark County, Nevada

ADAM MICHAEL SOLINGER,	)	Case No.: D-19-582245-D
	)	
Plaintiff,	)	Department: P
vs.	)	
	)	
CHALESE MARIE SOLINGER,	)	
	)	
Defendant.	)	

**EMERGENCY EX PARTE APPLICATION FOR AN ORDER  
SHORTENING TIME ON PLAINTIFF'S EMERGENCY MOTION  
TO STAY JUDGEMENT PENDING APPEAL**

**NOW INTO COURT** comes Plaintiff, ADAM MICHAEL  
SOLINGER, and respectfully moves that, pursuant to EDCR 5.513, the  
Court shorten time in which to hear Plaintiff's EMERGENCY MOTION  
TO STAY JUDGEMENT PENDING APPEAL

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1        This application is made and based on all the papers and pleadings  
2 on file herein and the declaration of counsel attached hereto. Attached as  
3 an exhibit is the proposed order shortening time.

4        Dated Friday, May 27, 2022.

5                                Respectfully Submitted,

6                                /s/ Adam M. Solinger

Adam M. Solinger

1                   **DECLARATION OF ADAM MICHAEL SOLINGER**

2           I, ADAM MICHAEL SOLINGER, ESQ, provide this Declaration  
3 pursuant to NRS 53.045 and states the following:

4           1.     I am the Plaintiff in the above-entitled action, and I am above  
5 the age of majority and am competent to testify to the facts contained in  
6 this declaration.

7           2.     Concurrently with the filing of this OST, I am filing an  
8 emergency motion to stay the disbursement of funds ordered by the  
9 divorce decree that was entered on May 26, 2022.

10          3.     As more fully set forth in the underlying motion, this Court  
11 ordered that funds be disbursed within a five day time frame.  
12 Traditionally, this time frame is 30 days. It is unclear why the time frame  
13 has been artificially shortened.

14          4.     As a result, unless this Court takes action on the request to  
15 stay disbursement before the 5 days runs, the very request will become  
16 moot.

17                ///

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5. In the event that this Court refuses to grant the order shortening time and/or grant the stay, I will seek relief in the Nevada Supreme Court on an emergency basis pursuant to NRAP 27.

6. I declare under penalty of perjury that the foregoing is true and correct.

Dated this Friday, May 27, 2022.

/s/ Adam M. Solinger  
ADAM MICHAEL SOLINGER

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# EXHIBIT A



Eighth Judicial District Court  
Family Division  
Clark County, Nevada

ADAM MICHAEL SOLINGER,	)	Case No.: D-19-582245-D
	)	
Plaintiff,	)	Department: P
vs.	)	
	)	
CHALESE MARIE SOLINGER,	)	
	)	
Defendant.	)	

# ORDER SHORTENING TIME ON PLAINTIFF'S EMERGENCY MOTION TO STAY JUDGEMENT PENDING APPEAL

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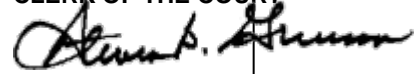
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1           Upon application of Plaintiff and good cause appearing therefore:  
2           **IT IS HEREBY ORDERED** that the time for hearing on  
3           **EMERGENCY MOTION TO STAY JUDGEMENT PENDING**  
4           **APPEAL**

5           is hereby shortened and shall be heard on the \_\_\_\_ day of  
6           \_\_\_\_\_, 2022 at the hour of \_\_\_\_\_ in Department P  
7           (Courtroom #13)/(via Video Conference (Bluejeans)) of the Family Court,  
8           located at 601 N. Pecos Rd., Las Vegas, NV 89101.

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12           Respectfully Submitted by:  
13           Plaintiff

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15           /s/ Adam M. Solinger  
16           Adam Solinger  
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**MOT**

Adam M. Solinger  
7290 Sea Anchor Ct  
Las Vegas, Nevada 89131  
Tel: (702) 222-4021  
Email: attorneyadamsolinger@gmail.com

Eighth Judicial District Court  
Family Division  
Clark County, Nevada

ADAM MICHAEL SOLINGER,	)	Case No.: D-19-582245-D
	)	
Plaintiff,	)	Department: P
vs.	)	
	)	
CHALESE MARIE SOLINGER,	)	<b>Hearing Requested</b>
	)	
Defendant.	)	

**EMERGENCY MOTION TO STAY JUDGEMENT PENDING  
APPEAL**

**NOW INTO COURT** comes Plaintiff, ADAM MICHAEL SOLINGER, and hereby submits his motion to stay the judgement of this Court ordering the immediate disbursal of money held in trust to satisfy the award of attorney's fees until after an appeal is decided.

This Motion is made and based upon the attached Points and Authorities, the Declaration of Plaintiff attached hereto, and all papers and pleadings on file herein.

Dated Friday, May 27, 2022.

Respectfully Submitted,

/s/ Adam M. Solinger  
Adam M. Solinger

1 NOTICE: YOU MAY FILE A WRITTEN RESPONSE TO THIS  
2 MOTION WITH THE CLERK OF THE COURT AND PROVIDE THE  
3 UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN 14 DAYS  
4 OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN  
5 RESPONSE WITH THE CLERK OF THE COURT WITHIN 14 DAYS OF  
6 YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED  
7 RELIEF BEING GRANTED BY THE COURT WITHOUT A HEARING  
8 PRIOR TO THE SCHEDULED HEARING DATE.

1                   **MEMORANDUM OF POINTS AND AUTHORITIES**

2                   **INTRODUCTION**

3           On May 25, 2022, this Court issued a final divorce decree. A notice  
4 of entry of order was filed by the Court's JEA on May 26, 2022. In that  
5 decree, the Court made several findings. As relevant to this motion to  
6 stay enforcement of the disbursement of the attorney's fees provision,  
7 this Court awarded Chalese attorneys' fees in the amount of  
8 approximately \$200,875. As part of that award, this Court ordered  
9 Adam's former attorney to immediately distribute the entirety of the  
10 money being held in trust to the benefit of Chalese with just over  
11 \$10,000 going to one of her former attorney's directly and the balance  
12 going to Chalese.

13           To be very clear, Adam does not dispute that Chalese is entitled to  
14 her portion of the remaining community property proceeds which total  
15 \$3,799.99. This motion merely seeks a stay of the balance that remains  
16 after that disbursal.

17 **I.     STATEMENT OF FACTS**

18           This Court's decree is incorporated by reference as though fully set  
19 forth here. The following are highlights as relevant to this motion to stay  
20 and not an exhaustive list of all the facts that will be litigated on appeal.

1 As it relates to the procedural history section, this Court attempts to  
2 summarize the procedural history going by the docket entries. Curiously,  
3 this Court completely neglected to mention that Adam was awarded  
4 attorney's fees by Judge Moss twice. Specifically, Adam was awarded fees  
5 as a discovery sanction for Chalese's failure to respond to discovery in the  
6 amount of \$3,888.50. *See* February 19, 2019 Order. Judge Moss likewise  
7 ordered that she would normally award attorney's fees for Adam  
8 defending Chalese's countermotion to restore joint custody but deferred  
9 the issue to the time of trial. The decree is silent as to this deferral.

10 This Court also failed to note that Judge Bell denied Chalese's  
11 request for attorney's fees for Chalese's opposition to Adam's motion to  
12 disqualify because Chalese was not entitled to fees as she did not have to  
13 respond. It is unclear whether the Court's award of fees takes this denial  
14 into account.

15 Chalese was previously represented by Louis Schiender. Schiender  
16 filed an attorney's lien that was reduced to a judgment against Chalese by  
17 Judge Moss. Chalese sought to appeal that award of attorney's fees  
18 through Pecos as she believed that the award was unjustified given the  
19 work that he has done. That appeal was dismissed by the Nevada Supreme  
20 Court as the Court found the order awarding attorney's fees was not an  
21

1 appealable order. *See Solinger v. Schneider, Esq.*, No. 81787, 2021 WL  
2 1326846 (Nev. April 8, 2021).

3 Finally, throughout the procedural history section, the issue of  
4 whether attorney's fees are deferred is only noted twice and both of those  
5 deferrals were by this Court. It appears this is due to the fact that Judge  
6 Moss did not award Chalese attorney's fees. Indeed, the only fees that  
7 Judge Moss deferred was an award of \$10,000 under *Sargeant* for  
8 purposes of Chalese going to trial.

9 As is relates to the decree awarding attorney's fees specifically, this  
10 Court found a "large disparity of income" that necessitated an award of  
11 attorney's fees. The Court then proceeds to attempt to justify the award of  
12 attorney's fees on the basis that the Court did not like how Adam litigated  
13 this case. However, this appears to potentially retroactively sanction  
14 Adam which is grossly inappropriate. The Court never mentions the  
15 filings by Chalese, nor does the Court even acknowledge that Chalese had  
16 not been granted fees by Judge Moss.

17 The Court notes that Adam benefited from "the financial generosity  
18 of his parents." The Court makes no mention of the financial generosity of  
19 Chalese's mother. This crucial, unstated premise, is necessary to  
20 understand how Chalese was able to pay her legal fees that were generated  
21 by her own actions. For example, the Court can disagree with Judge Moss

1 modifying custody in June of 2019, but the Court cannot go back in time  
2 and change that. Adam was the prevailing party, not Chalese. Chalese's in  
3 ability to put the safety of the children first is what caused Judge Moss to  
4 change custody. Custody was not changed to punish Chalese, but to  
5 protect the children. This Court's repeated contention otherwise is not  
6 support by anything other than this Court's prejudice and bias against  
7 Judge Moss and, frankly, Adam.

8       The Court also does not mention that Chalese necessitated the  
9 withdrawal of her prior attorneys due to actions that were so prejudicial,  
10 this Court could not even hear them as it would forever taint Chalese in  
11 the Court's eyes. Thus, it appears that the Court takes every opportunity  
12 to blame Adam while never mentioning anything related to Chalese and  
13 her blame in this litigation.

## 14 **II. LAW AND ARGUMENT**

15       NRCP 62(d)(2) provides that "[i]f an appeal is taken, a party is  
16 entitled to a stay by providing a bond or other security." In deciding  
17 whether to grant a stay, the Nevada Rules of Appellate Procedure examine  
18 four factors. First, the Court considers (1) whether the object of the appeal  
19 will be defeated in the absence of a stay, (2) whether the appellant will  
20 suffer irreparable or substantial harm in the absence of a stay, (3) whether  
21 the respondent will suffer irreparable or substantial harm if a stay is



1 granted, and (4) whether the appellant is likely to prevail on the merits of  
2 the appeal. NRAP 8(c).

3 **a. Whether The Object Of The Appeal Will Be Defeated In**  
4 **The Absence Of A Stay.**

5 The appeal of the decree will involve several issues of law. As  
6 relevant to this motion to stay, Adam is seeking to stay the order that  
7 Vince Mayo turn over all of the money being held in his trust account to  
8 Chalese and one of her former attorneys while Adam appeals the award of  
9 attorney's fees.

10 An appeal in this matter will not likely be resolved until  
11 approximately eighteen months after it begins. During that timeframe, it  
12 is unclear what Chalese intends to do with the money if it is immediately  
13 transferred.

14 The object of the appeal, as it relates to this motion is to reverse the  
15 award of attorney's fees. If Adam prevails on appeal and Chalese has spent  
16 the money, then Adam would get a judgment in his favor for the amount  
17 of money wrongly disbursed from Mayo's trust account. As noted by this  
18 Court in granting Chalese attorney's fees, the Court believes Chalese has  
19 very little ability to earn more money and is a children's hair stylist. Thus,  
20 Adam would have no way to collect on any judgment he receives if he is  
21 successful and his appeal would be illusory. Thus, this factor favors a stay.

1 **b. Whether The Appellant Will Suffer Irreparable Or**  
2 **Substantial Harm In The Absence Of A Stay.**

3 If Adam is successful, he would suffer irreparable harm if Chalese is  
4 transferred all of the money that is disputed and then spends it. This  
5 factor favors a stay to the extent that it's unclear what Chalese would do  
6 with the money if given it immediately instead of post appeal.

7 **c. Whether The Respondent Will Suffer Irreparable Or**  
8 **Substantial Harm If A Stay Is Granted.**

9 Chalese will suffer no harm if a stay is granted. As it stands, Adam  
10 will be paying her child support. Chalese never asked for child support  
11 after this Court suddenly, and *sua sponte*, granted Chalese joint custody.  
12 Additionally, Chalese's attorney's fees have been paid in full, with the  
13 exception of Louis Schneider. However, as discussed in more detail below,  
14 this Court's unilateral grant of attorney's fees completely abridges  
15 Chalese's desire to contest this fee and Adam is in no position to appeal  
16 the grant of fees. Thus, part of this request would be to stay the award of  
17 fees to Schiender until such time as Chalese appeals the award as part of  
18 the underlying appeal.

19 ///

20 ///

**d. Whether The Appellant Is Likely To Prevail On The Merits Of The Appeal.**

Adam will prevail on appeal. This Court's order awarding attorney's fees is facially and fatally deficient to the point that it must be set aside for the reasons set forth below.

This Court makes no reference to the fact that Chalese's mother paid her attorney's fees. Chalese's fees to Pecos and Cramer/Ghibaudo have been paid in full and this Court went to great lengths to describe the income disparity between the parties. The Court does however mention that Adam's parents paid for his attorney's fees. It's unclear how the Court can use Adam's parents' generosity against him while remaining silent on Chalese's mother's generosity.

The Court cites to *Logan v. Abe* for the proposition that a party can recover attorney's fees despite a third party's payment of those fees. However, that case is distinguishable in several regards. First, that case involved an insurance's company paying the fees for its insured which was required under the terms of the insurance contract and not a gesture of goodwill. Additionally, the case had to do with a grant of fees because the Plaintiff did not beat the offer of judgment made by the Defendant. Neither of those facts are present here. Additionally, it does not account for Chalese's choice of one of the most expensive family law firms in town.

1 The Court makes no attempt to distinguish what fees Chalese incurred  
2 that she was “required” to incur.

3 For example, Chalese was required to seek new counsel after her  
4 actions caused Pecos to withdraw, but to award her those fees seems to be  
5 completely devoid of logic to the point that it gives the appearance of  
6 impropriety. It literally shocks the conscious and cannot be defended.

7 Additionally, Adam was not the only one that filed motions in this  
8 case. Chalese filed several herself. One example, when Chalese was  
9 represented by Schiender, she filed a motion to get money from the trust  
10 account after the sale of the former martial house in order to buy a new  
11 house for herself with Josh that she bought in violation of the joint  
12 preliminary injunction. Why should Adam pay for Chalese’s attorney’s  
13 fees for violating a court ordered injunction?

14 This Court cannot just categorize all attorney’s fees as necessary  
15 expenses without an examination as to who is relatively responsible for  
16 the fees. To hold otherwise is just absurd. If the roles were reversed and  
17 Chalese filed every single motion in this case and Adam merely opposed  
18 them, then this Court’s blanket grant of fees would require the spouse in  
19 the worse financial position to accede to every single demand or have to  
20 pay the other side’s fees for their actions.

1        Thus, this Court cannot do a blanket grant of fees without an  
2 analysis of the necessity of those fees. The Court is well aware of this  
3 requirement as the Court laid out the *Brunzell* factors, but the Court  
4 utterly failed to conduct an analysis under *Brunzell*. Once again, this  
5 omission leads to more than just the appearance of impropriety. Indeed,  
6 this failure alone will result in the award being overturned on appeal as  
7 the Court knows how to conduct this type of analysis as it did so for  
8 Chalese's expert witness.

9        Additionally, this Court cannot effectively use a time machine to go  
10 against the law of the case. Judge Moss did not award Chalese attorney's  
11 fees. She even deferred the \$10,000 grant of *Sargeant* fees until the time  
12 of trial because Chalese's mother was paying her expenses. By blanket  
13 granting Chalese fees for every single thing her attorneys did, this Court  
14 is effectively going back in time and retroactively awarding fees over what  
15 the previous judge did in this case. This is a direct violation of the law of  
16 the case doctrine. Previous decisions must be respected. This is the  
17 district court, not the appellate court. Additionally, and just as troubling,  
18 this Court's decree gives the impression that fees are being awarded as a  
19 litigation sanction. Surely, this Court knows that sanctions are to be done  
20 on a graduated scale and not done retroactively. This unjust punitive  
21 measure really cements the impropriety and cannot be explained given

1 the Court's previous ruling when Chalese's attorney asked that Adam be  
2 declared a vexatious litigant.

3       On the same topic of a blanket award of fees and law of the case,  
4 Pecos opposed Adam's request to disqualify this Court and asked for fees  
5 for responding. Judge Bell denied the request for fees as Chalese was not  
6 required to respond to the motion to disqualify. The memorandum of  
7 costs submitted by Pecos shows that Chalese was billed for the time spent  
8 preparing the opposition. Adam acknowledges that this Court awarded  
9 Chalese \$180,000 for Pecos' representation while the actual fees billed  
10 were just over \$207,000. However, this underscores the likelihood of  
11 success on appeal as this Court has not delineated its thinking in this  
12 regard. This Court cannot overrule Judge Bell's denial of fees.

13       Additionally, Adam will prevail on ordering him to pay Schiender's  
14 attorney's fees. Chalese objected to his fee, believed it was unwarranted  
15 and appealed Judge Moss' order. But for it being dismissed for  
16 jurisdiction and not being a final order, her position would be that the fees  
17 awarded were unreasonable. Adam is in no position to appeal that award  
18 of fees because Chalese has the information necessary for appeal. Yet, in  
19 a display of brazen bias, this Court shortcuts everything and ordered  
20 Adam to pay that fee in full with zero analysis under *Brunzell*. Chalese has  
21 no incentive to appeal this fee now as she is not responsible for it and

1 Adam is no position to be able to effectively prosecute the appeal in that  
2 regard.

3 In sum, this Court erroneously awarded Chalese the entirety of her  
4 legal fees without any attempt to justify awarding the entire amount. It  
5 quite literally shocks the conscious to see that the Court did not even  
6 attempt to cover up its naked bias in favor of Chalese. Chalese's fees were  
7 paid by her mother. As a result, attorney's fees were inappropriate and  
8 should not be considered in this case.

9 Even assuming *arguendo* that the *Logan* decision is extended to  
10 cover this situation, this Court cannot square the facial bias of holding  
11 Adam's parents' financial help against him, but not accounting for  
12 Chalese's mother's help. Additionally, *Logan* allows for the recovery of  
13 **reasonable** attorney's fees.

14 This Court has taken no steps to justify the reasonableness of  
15 Chalese's fees other than a blanket statement about the reasonableness of  
16 the work performed. One example is Adam's award of attorney's fees for  
17 Chalese's discovery violation in the amount of \$3,888.50, which is not  
18 mentioned anywhere in the decree. Chalese obviously incurred fees  
19 defending against that motion. Yet Adam has to now pay those fees? That  
20 perverts the very grant of fees.

1 The motion to disburse disputed funds held in trust in July and  
2 August of 2019 was likewise necessitated by Chalese violating the joint  
3 preliminary injunction and buying a house without court permission. Yet,  
4 Adam now has to pay for Chalese's attorney's fees.

5 The grant of attorney's fees in this case is substantively incorrect  
6 because the fees were paid by Chalese's mother as a gift to her, not a loan.  
7 Therefore, Chalese cannot recover those fees. Even if that were not the  
8 case, this Court's failure to analyze the reasonableness of Chalese's  
9 attorney's fees is fatal to the award and will be overturned on appeal. This  
10 Court is well aware of how to actually analyze the reasonableness of fees  
11 because it did so for Chalese's rebuttal expert. Indeed, the Court writes  
12 nearly a page of the decree justifying the award of Dr. O'Donohue's legal  
13 fees. Yet, the Court devotes no time to analyzing what were Chalese's  
14 reasonable attorney's fees that were occasioned and necessary in order to  
15 meet Adam in the courtroom on an equal basis and that is why Adam will  
16 prevail on appeal as it relates to fees.

17 **e. The Stay Should Be Granted**

18 As set forth above, NRCP 62(d)(2) requires a stay pending appeal if  
19 a bond or other security is posted. Indeed, if the Court approves the bond  
20 or other security, the stay immediately takes effect.



1 Here, the Court has ordered that all of the money in Mayo's trust  
2 account be disbursed in the next five days. This request to stay seeks to  
3 stop the disbursement pending appeal. Thus, the other security that  
4 maintains the status quo is to keep the money in Mayo's trust account and  
5 order the stay as required under NRCP 62(d)(2).

6 Alternatively, Adam does not have the money to post the entirety of  
7 the award. Indeed, Adam only has what is in Mayo's trust account, minus  
8 Chalese's interest in the remaining community proceeds that he is not  
9 disputing. But, in *Nelson v. Heer*, the Nevada Supreme Court held that in  
10 determining what security is necessary for a stay pending appeal, the  
11 focus should be on what security will maintain the status quo and protect  
12 the judgment creditor pending appeal. 121 Nev. 832, 835 (2005) (the  
13 version of NRCP 62 in effect at the time of the decision made stays  
14 discretionary rather than mandatory and thus invited the district court to  
15 allow for other security that was not a bond for the entire amount of the  
16 judgment).

17 Thus, because Adam cannot post the entire judgment as a bond,  
18 Adam asks this Court to maintain the status quo and stay the  
19 disbursement while keeping the money in Mayo's trust account as  
20 security.

1 This Court should stay the disbursement order, with the exception  
2 of Chalese's remaining share of the community proceeds, as the stay  
3 factors set forth in NRCP 62 and NRAP 8 favor Adam.

4 **III. ATTEMPT TO RESOLVE PURSUANT TO 5.501**

5 The notice of entry of order for the decree was filed yesterday May  
6 26, 2022. Adam immediately began drafting this request to stay and  
7 emailed opposing counsel at 5:21 P.M. asking for the defense's position  
8 on a stay. Given the very short timeframe before action must occur, Adam  
9 is filing this motion now. If the defense agrees to the stay, they can file a  
10 notice of non-opposition.

11 **IV. NOTICE OF INTENT PURSUANT TO NRAP 27 TO SEEK**  
12 **EMERGENCY RELIEF.**

13 Please be advised that Adam intends to file an emergency writ  
14 compelling a stay of the decree as outlined above in the event that this  
15 Court refuses to act before the deadline or otherwise denies the request to  
16 stay.

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1 **V. CONCLUSION**

2 Based upon the foregoing, Adam respectfully requests that this  
3 Court stay the order that the money in Mayo's trust account be disbursed  
4 immediately with the exception of Chalese's share of the remaining  
5 community proceeds.

6 Dated Friday, May 27, 2022.

7  
8 Respectfully Submitted:

9 /s/ Adam M. Solinger  
10 Adam M. Solinger  
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1                   **DECLARATION OF ADAM MICHAEL SOLINGER**

2           I, ADAM MICHAEL SOLINGER, provide this Declaration pursuant  
3 to NRS 53.045 and states the following:

4           1.     I am the Plaintiff in the above-entitled action, and I am above  
5 the age of majority and am competent to testify to the facts contained in  
6 this affidavit.

7           2.     I make this affidavit in support of the foregoing **EMERGENCY**  
8                   **MOTION TO STAY JUDGEMENT PENDING APPEAL**

9           3.     I have read said *Motion* and hereby certify that the facts set  
10 forth in the Points and Authorities attached thereto are true of my own  
11 knowledge, except for those matters therein contained stated upon  
12 information and belief, and as to those matters, I believe them to be true.

13           4.     I declare under the penalty of perjury pursuant to the laws of  
14 the State of Nevada that the foregoing is true and correct.

15           Dated Friday, May 27, 2022.

16                                   /s/ Adam M. Solinger  
17                                   ADAM MICHAEL SOLINGER

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I hereby certify that the foregoing **EMERGENCY MOTION TO STAY JUDGEMENT PENDING APPEAL**

was filed electronically with the Eighth Judicial District Court in the above-entitled manner, on May 13, 2022. Electronic service of the foregoing document shall be made in accordance with the Master Service List, pursuant to NEFCR 9, as follows:

/s/ Adam M. Solinger  
ADAM MICHAEL SOLINGER

MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

ADAM MICHAEL SOLINGER  
Plaintiff/Petitioner

Case No. D-19-582245-D

v.  
CHALESE MARIE SOLINGER  
Defendant/Respondent

Dept. I

**MOTION/OPPOSITION  
FEE INFORMATION SHEET**

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

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

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

-OR-

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

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

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

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

☐ Other Excluded Motion (must specify) \_\_\_\_\_.

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

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

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

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

-OR-

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

-OR-

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

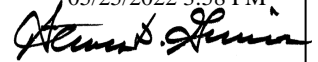
**Step 3.** Add the filing fees from Step 1 and Step 2.

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

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

Party filing Motion/Opposition: Adam M. Solinger Date 10/7/2020

Signature of Party or Preparer /s/ Adam M. Solinger

  
CLERK OF THE COURT

DECD

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

\* \* \* \* \*

Adam Michael Solinger,	)	Case No.: D-19-582245-D
Plaintiff,	)	Dept. P
-vs.-	)	
	)	Date EHT: multiple
Chalese Marie Solinger,	)	Time: 9:30 am
Defendant.	)	

**DECREE OF DIVORCE**

This matter having come before the Court upon the scheduled Evidentiary Hearing held on May 10, 2021, January 21, 2022, March 1, 2022, March 2, 2022 March 3, 2022; held in person; and the Plaintiff appeared personally, self-represented; and the Defendant appeared personally, being represented by Michancy Cramer, Esq.; and the Court having read and reviewed all the papers and pleadings on file, heard and considered any testimony, exhibits and any prior rulings in this matter, and good cause appearing therefore, makes the following Findings of Fact, Conclusions of Law and Decree and Orders.

**FINDINGS OF FACT**

***Jurisdiction:***

1. Both parties are residents of the State of Nevada, County of Clark, and the Court finds it has personal and subject matter jurisdiction over the parties, the minor children and the parties' property.

2. The minor children have resided in Nevada at all times relevant herein, including a period more than 6 months preceding the filing of this action, and Nevada is the Home State of the minor children, and pursuant to NRS 125A et. seq. this Court has initial, exclusive and continuing jurisdiction to make custodial determinations.

1           3. Plaintiff is and has been a bona-fide resident of Clark County, Nevada for  
2 the requisite six weeks prior to filing for divorce, and has continued to reside in Clark  
3 County ever since.

4           4. That the issues of custody (NRS 125C.0035(4)- the sole consideration is  
5 the best interests of the children; child support and other financial issues are to be  
6 adjudicated by the Court.

7           5. That there are separate and/or community property and/or debts to be  
8 adjudicated by the Court (NRS 125.150)

9           6. That there is the issue of attorney's fees to be adjudicated by the Court.

10 ***Personal:***

11           4. The parties were married May 12, 2012 in Las Vegas, Clark County,  
12 Nevada.

13           5. That the parties are the biological parents of two (2) minor child, to  
14 wit: Michael Adam Solinger (dob 6/16/15-currently just shy of age 7) and Marie  
15 Leona Solinger (dob 8/28/17- currently age 4 ).

16 ***Pleadings:***

17           6. Plaintiff (hereinafter referred to as "Plaintiff ", "Adam" or "Father")  
18 filed the Complaint for Divorce on January 4, 2019 (Doc. 1), with claims regarding  
19 custody, child support, other child related issues, community property and/or debts  
20 to be adjudicated, separate property.

21           7. That the Summons and Complaint were personally served on the  
22 Defendant on January 7, 2019, per the Affidavit of Service (Doc. 5).

23           8. Plaintiff filed Default (1/29/19 - Doc. 7).

24           9. Defendant (hereinafter referred to as "Defendant", "Chalese" or  
25 "Mother") filed an Answer and Counterclaim (2/4/19 - Doc. 12) and an Amended  
26 Answer and Counterclaim (2/7/19 - Doc. 15).



1                   10. Defendant filed a Motion to Set Aside Default (2/7/19 - Doc. 16;  
2 Amended Motion Doc. 18).

3                   11. The Court finds that as the parties moved forward it was presumed  
4 that the Default was set aside to hear the matter on its merits, but not reduced to  
5 writing in the Order following the motion hearing (3/19/19 -Doc. 47).

6                   12. That in her Amended Counterclaim (2/7/19 - Doc. 15), Defendant  
7 with claims for custody, child support, other child related issues, community  
8 property and/or debts to be adjudicated, separate property, alimony/spousal  
9 support, attorney's fees, and requested that she be permitted to return to the use of  
10 her former name to wit: Chalese Marie Anderson, or maintain her present name, at  
11 her sole discretion.

12 ***Procedural History:***

13                   13. This matter was originally assigned to the Hon. Judge Cheryl Moss  
14 (Dept. I-Retired), and after the 2020 elections, was reassigned to Dept. U -  
15 challenged by Plaintiff and was reassigned Dept. P., on January 12, 2021.

16 ***Dept. I Matters:***

17                   14. That this Court finds that a complete review of the case file has been  
18 necessary to understand and/or determine why the prior orders in this matter had been  
19 made.

20                   15. While both parties filed numerous motions in this matter, almost all of  
21 Adam's motions were filed requesting to take more and more time away from  
22 Chalese.

23                   (a) At the initial hearing (3/19/19) the parties were awarded Joint Legal and  
24 Joint Physical Custody with a 4-3/3-4 timeshare;

25                   (b) 6/17/19 hearing- Adam's Emergency Motion for Change of Custody  
26 (Doc. 49) - Adam's CPS inclusion regarding a chipped tooth was unsubstantiated;  
27 prior judge orders random testing of Chalese over minimal marijuana use (extremely  
28 low level in urine and nothing in hair); Adam unilaterally withholding the children;

1 Adam then brings up Chalese's prescription for Xanax to use as needed for diagnosed  
2 anxiety and insisted on random drug test that includes Xanax; Adam and/or his agent  
3 (private investigator) following Chalese basically 24/7, including a GPS monitor as  
4 well as trespassing at her residence to take photos of the backyard; Chalese's attorney  
5 seeks to cancel this as it creates anxiety; Adam brings up Chalese's boyfriend's  
6 (Josh) custody case motions to use in this case, which the prior judge gets herself  
7 involved in, which this Court finds inappropriate; due to Josh driving the children to  
8 drinking a beer, prior judge shortens Chalese's custody to Adam having Primary  
9 Physical Custody with right of first refusal with Chalese's timeshare shortened to 2  
10 days per week; prior judge stating that "I'm shortening her time to send a  
11 message...".

12 (c) 10/3/19 hearing - Motion to Continue Trial (Doc. 87); Plaintiff, who is an  
13 attorney, tried to refer a case to the prior judge in her gambling court in front of  
14 Defendant. Prior judge had to leave the courtroom due to how inappropriate it was.  
15 This occurred while the attorneys were in the hallway off record. Further, there was  
16 discussion regarding the Plaintiff threatening the District Court with a Writ.

17 (d) 12/6/19 - hearing on Chalese's Motion re Spousal Support, Attorney's  
18 Fees (Doc. 130). For the first time it was pointed out to the Court regarding  
19 Plaintiff's live in girlfriend, Jessica, and the issues of the Plaintiff having the children  
20 look to Jessica as their mother. This issue will be discussed further in these Findings  
21 at the appropriate time. (Continued to 12/9/19)

22 (e) 12/9/19 - Adam's Motion for Custody Evaluation was granted and was  
23 to include Plaintiff's girlfriend. Chalese's counsel pointed out to the Court that:  
24 "Custody is not an appropriate method to punish a parent you have to look at the best  
25 interest of the children. So she violates a court order you sanction her, give her  
26 warnings, but custody is not to be used as a sword that case law is clear." The Court  
27 orders Defendant preliminary attorney's fees,  
28

1 (f) 2/26/20 hearing- Adam's Motion to Reconsider (Doc. 232); Chalese's  
2 Countermotion to Restore Joint Physical Custody (Doc.239) Adam argues that a  
3 Custody Evaluation will show that now Chalese suffers from mental illness and that  
4 the timing was a way to "resuscitate her case". The issue of the Court using custody  
5 time to punish Chalese; and that the income of a non-spouse should be considered so  
6 he could avoid paying his spousal support. Chalese argues that she has complied with  
7 all of the Court's requests; the prior judge ignored Chalese's argument and still only  
8 relief upon Josh (boyfriend) prior alleged acts to not provide Chalese her legal rights.  
9

10 (g) 4/6-13/20 hearing- Adam's Motion for Change of Custody based upon  
11 Emergency Circumstances (Doc. 286); Chalese's Opposition and countermotion  
12 (Doc. 295), which included Adam's interrogation of children as to what goes on at  
13 Chalese's home; the prior judge solely used the issues of Josh to maintain the status  
14 quo.

15 *Dept. P Matters (1/12/21 forward):*

16 (1) 2/18/21 hearing - Adam's Motion to Terminate Spousal Support (Doc.  
17 392); Chalese's Opposition and Countermotion (Doc. 394); Court modified spousal  
18 support and set trial dates.

19 (2) 3/18/21 hearing on Adam's Motion to Modify Physical Custody  
20 Pending Trial (Doc. 404); Chalese's Opposition and Countermotion (Doc. 408);  
21 Modify Custody denied, Attorneys Fees deferred to trial.

22 (3) 4/30/21- hearing on Chalese's Motion for Witness to Appear Virtually  
23 (Doc 410); Adam's Opposition (Doc 418) and Adam's Motion in Limine (Doc. 412);  
24 Chalese's Opposition (Doc. 414); Dr. Paglini and rebuttal witness allowed to appear  
25 via BlueJeans application; Dr.Paglini is the parties witness and not the Courts.

26 (4) *Trial- Day 1:* 5/10/21: The Court heard testimony of Dr. John Paglini.  
27  
28

1 (5) Plaintiff filed a Motion to Disqualify Judge (5/13/21 - Doc. 427);  
2 Defendant filed Opposition (5/14/21 - Doc. 428); Judge filed Response (5/24/21-  
3 Doc. 429); Chief Judge Linda Bell heard the Motion on the pleadings; Decision &  
4 Order (6/24/21 - Doc. 444) denying the Motion to Disqualify.

5 (6) 7/8/21- hearing on Chalese's Motion Regarding Summer Custodial  
6 Time (Doc. 433); Adam's Opposition (Doc. 440); Based upon Adam's allegations of  
7 marijuana use, Court modified the custodial timeshare and time, as well as Chalese's  
8 phone calls with children; all other issues deferred to trial.

9 (7) 9/17/21 - Trial - Day 2 -continued as Defendant's Counsel was ill. Was  
10 also the scheduled hearing on Adam's Motion re Intent to Withhold Children (Doc  
11 458); Chalese's Opposition and Countermotion (Doc 461) and Errata (Doc. 462);  
12 Adam's Motion for Sanctions (Doc. 448) Motions continued to 9/27/21.

13 (8) 9/27/21 hearing: trial dates reset- issues re Covid resolved. Spousal  
14 Support to end as of November 1, 2021.

15 (9) 1/22/22 Trial - Day 2- the Court heard testimony of Dr. Paglini,  
16 Investigator Curtis Doyal; the Court, made temporary orders pending finalization of  
17 trial: Joint Legal Custody, Joint Physical Custody, week on/week off schedule  
18 exchange on Wednesdays, third party pickup permitted, vacation time only in the  
19 summer; no right of first refusal, no withholding of children. Set trial date for Day 3.

20 (10) 3/1/22 - Trial Day 3 - Court heard testimony of William Donahue,  
21 Joshua Lloyd and Jessica Sellers. All exhibits admitted with the exception of Adam's  
22 video exhibits which were not admitted.

23 (11) 3/2/22 - Trial Day 4 - Court heard testimony of Jessica Sellers, the  
24 Plaintiff and Defendant.  
25  
26  
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1 (12) 3/3/22 - Trial Day 5 - Court heard remainder of Defendant's  
2 testimony. Ordered closing argument briefs by March 17, 2022; set return date for  
3 Decision for April 14, 2022<sup>1</sup>.  
4

5 (13) Chalese filed Motion to Place Back on Calendar for further Testimony  
6 (Doc. 494) set on Order Shortening Time to April 14, 2022, regarding incident  
7 between Chalese and Josh. No formal Opposition was filed by the Plaintiff. Motion  
8 was discussed but the Court did not reopen trial for new testimony. The Court moved  
9 the decision date forward to 5/26/22. Plaintiff sought to cautiously inquire of the  
10 Court on the amount of time had been taken regarding the issuance of the Final  
11 Decree.

12 ***SPECIFIC FINDINGS -- WITNESSES***

13 ***Dr. John Paglini:***

14 The Court ordered a Custody Evaluation, and Dr. Paglini was agreed to by  
15 the parties to provide same.

16 At the outset Dr. Paglini should have disclosed when he was retained that  
17 Adam referred a criminal case to Dr. Paglini, as it could create a conflict, which was  
18 not disclosed until later.

19 In his testimony at trial, Dr. Paglini stated that though Chalese had mild  
20 issues with stress related decision making, there was nothing that concerned him. He  
21 saw no psychosis so the elevated scores did not cause him concern, and stated that  
22 Chalese being in a high stress situation and with the problems with her pregnancy that  
23 she would react in a different way than normal. He was more concerned over dog  
24 feces in the backyard.  
25  
26  
27

28 <sup>1</sup> Judge Perry contracted Covid-19 and thereafter acute pancreatitis and pneumonia, including  
hospitalization, between March 8 and April 9, 2022.

1 One of the issues the Court specifically wanted explored and so stated at the  
2 hearing when the evaluation was ordered, which was not explored by Dr. Paglini was  
3 that of “gate keeping”.

4 This court finds that on certain subjects Dr. Paglini was degrading of  
5 Chalese’s personal situation, basically centered on her financial situation, or lack  
6 thereof, while at the same time praising how wonderful Adam’s father was in  
7 providing Adam with access to funds, as well as purchasing him a new home.

8 What became clear from Dr. Paglini’s report and testimony, is that he  
9 focused on Chalese, and not much at all regarding Adam other than lack of proper  
10 pool security. The court finds it troubling that Adam had to have someone point out  
11 to him the dangers of the unfenced pool with small children around; yet, nevertheless,  
12 Adam believes that he can dictate other people’s living habits in their own residence.

13 This Court finds that Dr. Paglini failed to fully follow what the Court  
14 ordered. Dr. Paglini seemed to solely focus on Chalese, and not the parties equally,  
15 as if he only performed the equivalent of a brief focus assessment on Chalese, as  
16 Adam had requested of the court, but was denied in favor of the full custody  
17 evaluation of both parties as was ordered.

18 Ultimately, upon review, the Court finds Dr. Paglini’s report is incomplete,  
19 and while the Court may agree with certain aspects of the report and the testimony  
20 that dovetail with other testimony, the Court simply cannot accept same it in its  
21 entirety as completely credible.

22  
23 ***Dr. William O’Donohue (Defendant Rebuttal Expert):***

24 Dr. O’Donohue’s credentials are extensive and so is his work in the area  
25 of custody, evaluations, both preparing and being a rebuttal witness. He has  
26 testified as an expert a minimum of 200 times, and about a dozen as a rebuttal  
27 witness. That the Court finds and holds that Dr. O’Donohue is qualified to testify  
28 as an expert witness.

1 His testimony was based upon those facts that were placed in Dr.  
2 Paglini's report. His testimony was based only upon a review of what had  
3 occurred which was contained in Dr. Paglini's report, yet the Court finds his  
4 testimony enlightening.

5 Dr. O'Donohue testified that after listing multiple factors to be looked at  
6 in Dr. Paglini's report, he added his own factors as well as part of his testimony.

7 Dr. O'Donohue questioned Dr. Paglini's methodology in arriving at the  
8 various statements, failed to cover various subjects, and the like in Dr. Paglini's  
9 report. One example is Adam simply going into Chalese's residence without  
10 permission. Dr. Paglini did not explore how this could have affected Chalese, or  
11 consider Adam's motivation and the need to break into the other parent's home.  
12 Another is Chalese being in the hospital during hard labor for one of the children  
13 of the parties, and Adam was not there, but was out riding his bike and studying for  
14 the bar. Adam showed lack of displaying any priority as to child care and concern  
15 for his wife was noted.

16 Another would be Dr. Paglini's lack of any observation of emotional  
17 maturity; yet Dr. Paglini made a determination of Josh's emotional maturity and  
18 finances without ever speaking with Josh. There were other items of mere  
19 statement but without any exploration by Dr. Paglini (night-time medication; only  
20 Chalese's violation of Court orders with no mention of Adam's).

21 Dr. O'Donohue testified that Dr. Paglini's report is full of mere  
22 statements, without exploring the validity of such statements. In various  
23 circumstances, Dr. Paglini only reported Adam's side of various issues, and clearly  
24 accepted Adam's interpretation of matters, including downplaying Adam's own  
25 drug use, but failed to explore further as to mom's issues regarding each subject.  
26  
27  
28

1 That Dr. Paglini did not fully investigate as to the various stressors that  
2 having a private investigator follow her would have on Chalese, who already had  
3 an anxiety and PTSD issues; that pressuring her could create Chalese's  
4 unwillingness to deal with Adam.

5 Dr. O'Donohue did take notice of Chalese's working with children, her  
6 being a child's Hairstylist and nanny shows an affinity to children and being with  
7 them, and commented: "Skilled as primary care giver, show affinity toward it, and  
8 liking it, shows best interest to the children". Dr. O'Donohue also noted that pre-  
9 separation, Chalese was a stay-at-home mother and primary caregiver of the  
10 children.

11 The Court finds this a reasonable questioning of Dr. Paglini's report since  
12 many things were never addressed (noted above). Chalese was in the hospital  
13 during hard labor for one of the children of the parties, and Adam was not there,  
14 but was out riding his bike and studying for the bar. There was a lack of  
15 displaying priority as to child care and concern for his wife. No exploring of this,  
16 but just a statement. No conclusions, yet it shows Dad's interests other than  
17 family.

18 Ultimately, the Court finds that Dr. O'Donohue's testimony and report to  
19 be very credible and useful and lends further credence to the Court's findings  
20 regarding Dr. Paglini's report/testimony.  
21

22 ***Investigator Curtis Doyal:***

23 Mr. Doyal was hired by Adam to surveil Chalese. He testified that he did  
24 not recognize anyone in the courtroom, even though Chalese was in the courtroom.

25 The predominant occasion surrounding his report/testimony that Chalese  
26 drove recklessly. Testimony included the fact that it was very dark when he did  
27 the surveillance. That he saw a GMC pick-up truck and female drive up in that  
28 truck and went inside then came out with a child; that he lost sight of the initial



1 GMC, that he himself drove 90 miles an hour or more in attempting to catch the  
2 person in the truck, as he had no specified equipment to properly note how fast his  
3 subjects were traveling, and could not even be sure it was the same vehicle.

4 The Court finds that there is no showing by any sort of evidentiary value  
5 that this was, in fact, Chalese.

6 The Court finds that there was no evidentiary value to Mr. Doyle's  
7 testimony and cannot to be relied upon.  
8

9 ***Joshua Lloyd (Defendant's significant other):***  
10

11 Mr. Lloyd, while having difficulties with when something occurred,  
12 definitely remembered what occurred, in detail. The Court finds that there is  
13 blame to go around to all of the interconnected parties on this particular issue.

14 Overall, the Court does find Mr. Lloyd to be credible, as to those events in  
15 this matter, after he became comfortable and expanded his answers.

16 The court finds that there was no reason that Josh could not be a  
17 babysitter. He had joint custody of his own children.

18 ***Jessica Sellers (Plaintiff's significant other):***  
19

20 The major issue with Jessica Sellers, is that she believes, together with the  
21 Plaintiff, with their testimony, that she is a better mother. They both testified as to  
22 Jessica's parenting abilities versus Chalese's, which is troublesome and cause for  
23 some concern. They both testified that Chalese could never be replaced but actions  
24 speak louder than words.

25 One example of Jessica's intentional interference is when Jessica picked  
26 up the children on exchange day at about 1:30 pm, knowing that Chalese would be  
27 picking them up after she got out of work, solely because Jessica promised  
28 swimming time to the children. She did not return the children to the day care prior  
to Chalese arriving to pick them up, causing further turmoil.

1 Jessica is not credible when she says she does not want take the place of  
2 Chalese, even though she stated she picks up the children, goes to the parent  
3 teacher conference, doctor's appointments, child exchanges, and that she is the  
4 better mother. Her excuse was that if Chalese did then she wouldn't need to. The  
5 Court believes that if Jessica did not seek to usurp her place, Chalese would be  
6 comfortable going, as she was previously used to doing.

7 Jessica was the proximate cause of the driveway incident. Despite the fact  
8 that she had a Justice Court TPO against Josh and ordered that Josh was to remain  
9 inside the residence during child exchange, she chose to violate her own TPO by  
10 arriving at Josh's home, and parking across his driveway, creating the incident,  
11 knowing that Chalese/Josh and the children were not home but on their way, and  
12 required the driveway. Adam could have picked up the children to avoid this type  
13 of issue or Jessica parking across the street to avoid being on Josh's residential  
14 property.

15 What is clear is the Adam's intent to systematically demean Chalese on  
16 many levels, as a parent.

17 The Court finds that Ms. Sellers' (and the Plaintiff) attitude, testimony  
18 and/or opinion of their intent to undercut Chalese with Jessica in this regard is  
19 completely reprehensible.  
20

21 ***Adam Solinger (Plaintiff):***

22 Adam Solinger is an attorney, and as such, when it came to following the  
23 law/rules, etc., there was a higher expectation from him as a self-represented  
24 individual in this matter (after January 2021).  
25

26 Throughout this case, both pre and post Dept. P assignment, he conducted  
27 himself with some of the worse type of behavior the Court has seen to date, in the  
28 deliberate manner he treated the mother of his children, in deliberately seeking to  
actually demean and/or undercut her altogether.

1 His legal strategic approach leaves much to be desired and created  
2 unnecessary and unwarranted litigation.

3 Mr. Solinger, over the course of this case, has been the proximate cause of  
4 various issues that this Court was required to deal with.

5 These issues include but are not limited to:

6 (a) Admits that hiring a PI to follow Chalese around or to place a tracking  
7 device on her vehicle to see if she was adhering to orders; this is not consistent  
8 with co-parenting.

9 (b) Does not believe that it is abusive behavior to have strange men  
10 following Mom around in grocery stores, parking lots, chasing her in the streets or  
11 even her home. (Trial Video 3/2/22 timestamp 2:00 to 2:10)

12 (c) Dad violated joint legal custodial provisions and picked, without  
13 consulting Chalese, schools, day cares, speech therapy, cutting daughter's hair  
14 (even though Chalese is a child hairdresser), etc. He tried to mislead by saying he  
15 consulted with Chalese then stating that CCSD chooses the school children go to.

16 (d) That Adam exercised vacation time, usually reserved for the  
17 summer, in between Thanksgiving and Christmas 2020 and 2021, leaving Chalese  
18 with only two days of visitation with the children over the holidays, all due to the  
19 Christianity dinners on Sundays during this period of time. All of a sudden, Dad  
20 recognizes Christianity practices when he was always an atheist. The Court does  
21 not find Adam credible when he testified that he was not looking to "take time  
22 away from Chalese", but rather to celebrate Christian "dinners" with his girlfriend.

23 (e) The Court finds that Adam lacks candor to the Court in situations  
24 when it benefits him not to do so.

25 (f) The Court does not find the Plaintiff credible on many issues as to his  
26 intent. Ultimately with a combination of testimony, Adam's and Jessica's actions  
27 speak louder than words.  
28

1 ***Micro Managing***

2 THE COURT HEREBY FINDS:

3 That after vacating the community residence, and moving in with his  
4 girlfriend, Adam, without Chalese's knowledge and/or consent, entered Chalese's  
5 residence, taking video and still photos of the residence, causing heightened  
6 anxiety for Chalese. Chalese has also seen him sitting outside of her home when  
7 she saw the videos on the Ring doorbell video. There is also Adam's admitting to  
8 placaing a tracking device on Chalese's vehicle. The court finds Chalese credible  
9 on these issues. Once Adam moved out, he should not have entered the residence  
10 without Chalese's knowledge and consent or an absolute emergency.

11 That Adam trying to force Chalese to take the children to preschool or a  
12 particular day care on Mom's time is an attempt to micromanage Chalese and her  
13 ability to parent on her own time.

14 Adam attempted to take Chalese's boyfriend's deposition twice, against  
15 Nevada's rules, rather than only once.

16 Adam complained about Chalese picking the children up early from  
17 daycare, from which she was going to pick them up from daycare anyway as it was  
18 her time commencing when school let out, and she could pick them up at any time  
19 after that. This is another example of Adam's micro-managing.

20 Though agreeing to phone calls at 7 pm, calls did not take place. The  
21 Court finds Chalese's testimony more credible that she did try to call the children,  
22 but Adam would not answer the phone versus Adam's testimony that she never  
23 called.

24 That Adam mentioned in his Motion to change custody filed March 31,  
25 2020 that he told Chalese that she needed to bathe the children every day to ensure  
26 the children are as clean as possible. He also ordered Chalese that the children had  
27 to be in bed by a certain time during her custodial timeshare. These are further  
28 examples of Adam's micro-managing.

1           That in the same motion, Adam complained that he did not know the  
2 social distancing protocols of Chalese's chosen babysitter, when Chalese had an  
3 appointment she could not cancel. The Court finds that whomever Chalese would  
4 have left the children with, Adam would have complained about that as well.

5           Adam objected to when Chalese brought her boyfriend into the picture,  
6 yet he had a girlfriend.

7           These attempts to micro-manage Chalese and the children, clearly shows  
8 Adam's inability or unwillingness to co-parent and that there is no pleasing him.  
9 No matter what happens, Adam will always take an adverse position to Chalese's  
10 choices, even during a pandemic.

11          Adam complained that Chalese has chickens at her house, which could  
12 spread Covid.

13          During the pandemic, Adam complained that Josh and his children went  
14 grocery shopping. Like everyone else in Las Vegas during the pandemic, going  
15 grocery shopping, was and is, a necessity. This Court finds this complaint from  
16 Adam was frivolous and without merit.

17          That there have been no reports that Chalese has allowed Josh to be alone  
18 with the children or has allowed him to drive with the children, since 2020, and  
19 there was no evidence presented at trial. Chalese testified that she left one of the  
20 children with Josh in the middle of the night, as she had to take a trip the  
21 emergency room

22          The Court does not find that Adam is credible when he testified that he  
23 did not take time away from Chalese to celebrate "Christian" dinners with his  
24 girlfriend. It should be noted that both parties testified, that neither of them were  
25 religious per se, or celebrated holidays as a religious time as such. Adam testified  
26 that he is an atheist.

At the beginning of COVID Pandemic, Adam withheld the children because of his “I know better than you” attitude on more than one occasion. Adam withheld all but 24 hours in April 2020, and even had the audacity to request Chalese clean her home daily to his specifications and that he be permitted to randomly inspect same, which the Court finds is overstepping the boundaries, and intolerable.

\* \* \* \* \*

Further, despite being an attorney, and having a legal researcher (girlfriend) to assist him for most of this case, Adam violated the Joint Preliminary Injunction when he decided to take mom off of health insurance when he changed jobs, even though no one gave him permission to do so.

The major issues the Court has with the Plaintiff is the controlling nature, micro management that he shown, as well as the complete disrespect he has for the mother of his children, blatantly inserting his current girlfriend into the “mother’s role.

As an attorney, Adam’s use and portrayal of an excuse of “ignorance” of the Family Court law, rules, etc. on multiple occasions is disingenuous. A pro per litigant cannot avoid proper application of the law on grounds that he lacked knowledge of procedural rules. See Rodriguez v. Fiesta Palms, LLC, 134 Nev. 654, 659, 428 P.3d 255, 259 (2018) (noting that a "litigant cannot use his alleged ignorance as a shield to protect him from the consequences of failing to comply with basic procedural requirements"); Sengel v. IGT, 116 Nev. 565, 572, 2 P.3d 258, 262 (2000) (recognizing that the public has constructive knowledge of state law).

The Court finds that Adam engaged in bad faith and unreasonable conduct that “permeated the entirety of the litigation”. Adam’s behavior and actions taken in this matter can be categorized as misconduct so egregious that it raises concerns over integrity and fundamental fairness.

1 ***Chalese M. Solinger (Defendant):***

2 That until this matter commenced, Chalese was the primary caregiver  
3 with all issues surrounding the children. Once this matter commenced, Chalese did  
4 not participate in the son's speech therapy, parent-teacher conferences, etc.  
5 Chalese was the primary caregiver and even Adam's testimony was that being the  
6 care giver was her role in the marriage. However, much of Chalese's  
7 responsiveness more than likely was stemming from Adam's controlling attitude  
8 and his insistence on having it his way only, including his insistence that his  
9 girlfriend, Jessica, be included in everything. Chalese's minimal income prohibits  
10 her ability to be involved during her work hours.

11 Chalese testified regarding the issue with Michael's birth, how difficult it  
12 was and how Adam could not be bothered. Apparently, Chalese and the children,  
13 when Michael was a newborn had to leave the home and go to Idaho for 1 ½ years  
14 because Adam had to deal with his studies.

15 Chalese testified as to Adam and Jessica's constant repeat of Marie  
16 having diaper rash, but they never brought her to a doctor. Chalese took her to the  
17 doctor and it turned out to be a yeast infection.

18 The Court finds that Chalese is credible in that she does work with Minor  
19 child at home practicing his speech therapy with a mirror.

20 The Court finds that Chalese did not take vacation time for two years  
21 because she could not afford to take the time off from work.

22 The Court finds that there was no testimony as there being any issues with  
23 the medication that Chalese was prescribed to take, and finds that there was no  
24 testimony that Chalese was abusing these medications.

25 The Court finds that Chalese's "paranoia" was justified in the way Adam,  
26 Jessica, and private investigators seemed to be always following her.  
27  
28

1 The Court finds Chalese credible in her rendition of what happened at the  
2 day care when Jessica decided to take the children home to go swimming, so close  
3 to Chalese's time share that Jessica did not return the children until Chalese had  
4 already arrived. Once school let out, it was on Chalese's timeshare, whether she  
5 picked the children up literally when school let out, or sometime during the school  
6 after-care program.

7 Overall, the Court finds Chalese to be very credible, including but not  
8 limited to her PTSD and anxiety, medication usage, and the like, as well as her  
9 testimony as to all of the issues that went on during this litigation.  
10

11 ***SPECIFIC FINDINGS - OVERALL***

12 **THE COURT HEREBY FINDS:**

13 The Court Finds that the way Chalese was treated by the prior Court was  
14 abhorrent. Without so much as an offer of proof she has been accused of doing  
15 multiple things which were absolutely legal to do. There were multiple allegations  
16 predominately against the boyfriend, Josh, and not against Chalese herself, for  
17 which the prior judge on various occasions reduced Chalese's custody. *It was*  
18 *argued at the time, that the prior Court, more than once,* reduced Chalese's  
19 custodial timeshare and/or actual time as a punishment, and this Court agrees. This  
20 Court considers the prior Court's so using custody as a punishment are improper,  
21 even to "get Chalese's attention". *Sims v. Sims*, 109 Nev. 1146, 1149, 865 P.2d  
22 328, 330 (1993), *Wiese v. Granata*, 110 Nev. 1410, 1412, 887 P.2d 744, 746 (1994)  
23 (quoting *Dagher v. Dagher*, 103 Nev. 26, 28 n.3, 731 P.2d 1329, 1330 n.3 (1987))  
24 "A court may not use changes of custody as a sword to punish parental  
25 misconduct."  
26

27 The Court Finds that but for the above actions by the prior judge  
28 affirming Adam's actions (either directly or indirectly), Chalese would be awarded  
primary physical custody.



1 Further, the Court also Finds that Adam's behavior in having Chalese  
2 followed, a tracker on her car, the game-playing, and ultimately the false  
3 allegations and actions taken "minimize" Chalese, despite all the prior years of his  
4 working long hours leaving the children in Chalese's sole care, was proof that  
5 Chalese was a great mother, until he chose to replace his wife with another woman.  
6 His actions speak volumes.

7  
8 In this matter Adam has had an issue with the Court disagreeing with his  
9 point of view. This is shown on multiple hearings, one of which was after the  
10 Court awarded spousal support. While it is true that the Court can consider a  
11 remarried party's new spouse's income under *Rodgers v. Rodgers*, 110 Nev. 1370,  
12 887 P.2d 269 (Nev., 1994): "Although the narrow statutory definition of gross  
13 monthly income does not encompass community income, an examination of a  
14 remarried parent's "relative income" may properly include consideration of his or  
15 her one half interest in the new spouse's income. This theory does not necessarily  
16 hold true when litigants are not remarried. Adam wanted the Court to rely on the  
17 boyfriend's income, but not to do the same with Plaintiff and his live in girlfriend.

18 Further, after day 1 of trial, with other days pending, Adam apparently  
19 believed that the undersigned would not give him what he wanted, and sought to  
20 disqualify the undersigned by way of his Motion to Disqualify, which was  
21 ultimately denied.

22 A recurring theme in this case is Adam's perceived superiority over  
23 Mother when it comes to parenting. During the parties' marriage, Chalese  
24 provided nearly all of the child-rearing duties, supporting Adam so he could  
25 establish his career as an attorney, etc.

26 The Court finds that during this time period, Adam was working 60 +  
27 hours a week and leaving the children with mom. He had no problems with  
28 Chalese's ability to care for the children then, it is only after he has moved on that  
he now has problems with mom's ability to parent.

1           The Court finds that Chalese from birth to the date of the commencement  
2 of this action was the sole/primary custodian and caregiver of the children, and that  
3 demeaning her abilities as a parent are unjustifiable.

4           Conversely, Adam preferred to perform virtually no parenting during the  
5 parties' marriage, and has admitted that was the "division of labor" as defined by  
6 him; this Court defines as Chalese does all the work with the children, as it pertains  
7 to school, doctors, etc., and Adam does nothing in this regard and was happy to  
8 delegate the responsibility. Adam started making negative allegations about  
9 Chalese's parenting, all for the purpose to again displace Chalese, and provide him  
10 with the majority of custodial timeshare, and then have Jessica, who already  
11 appears at functions such as parent-teacher meetings and the like in Adam's place.

12           In fact, at trial Jessica admitted on the stand that she is a better mother  
13 than Chalese. This avenue of thinking first appeared in this matter in December  
14 2019 hearing.

15           Adam has shown that he believes that his opinions as to Chalese's  
16 "horrible judgment and reckless behavior" are true because Adam says they are  
17 true, none of which he was able to prove at trial. Adam did not attend a single  
18 speech therapy session with Michael prior to the separation. Adam refused to pay  
19 support to Chalese absent a Court order and insisted she get a job, and now accuses  
20 her of "refusing" to take Michael to speech therapy because she cannot get Michael  
21 across town with her work schedule and be able to take time off.

22           In this matter, we have both parties violating Court orders; but Adam's  
23 withholding the children from Chalese provides further impetus as to Adam's true  
24 motives - simply to undercut Chalese and cut her out of children's lives. The prior  
25 Judge did get Chalese's attention. Since that hearing, Chalese changed counsel,  
26 took the UNLV parenting class, took the COPE class, but he made it impossible  
27 for her to deal with him.  
28

1 Adam conducted himself in this divorce matter, which started out as a  
2 routine type matter, by way of scorched earth litigation. One definition of  
3 “scorched earth litigation” is conduct whose goal is to wear down the other side,  
4 create excessive amounts of work, and act relentless. This definition applies to  
5 Adam throughout this case. He persistently adopted a “war mentality”, to “push the  
6 envelope”, without much thought, if any, to economics or good faith.

7  
8 Early on in this litigation, Adam used allegations about Chalese (abusing  
9 drugs), which turned out not to be true, in an attempt to withhold access, actually  
10 withholding access, and in some of those occurrences stated it was his “vacation  
11 time”.

12 The Court finds that Adam believes he should be able to use CPS as his  
13 personal “go to” to investigate what he considers issues to be investigated.

14 Adam’s continued bad faith and unreasonable conduct permeated the  
15 entirety of the litigation.

#### 16 **FACTORS PURSUANT TO NRS 125C.0025**

17 NRS 125C.0025 states that: When a court is making a determination  
18 regarding physical custody of children, there is a preference that joint physical  
19 custody would be in the best interest of a minor child. The Sole consideration is the  
20 best interest of the child. The minimum factors a court must consider is spelled out in  
21 NRS 125C.0035(4) as follows:

22 (a) *Wishes of the child if of sufficient age and capacity to inform an intelligent*  
23 *preference.* This factor is neutral since neither child is of sufficient age and capacity  
24 to form an intelligent preference.

25 (b) *Nomination by parent/guardian.* This factor is neutral due to there being no  
26 nomination by a parent or guardian.  
27  
28

1           (c) *Which more likely to allow frequent associations and continuing associations*  
2 *and continuing relationship with other parent.*

3           This case has been fraught with Adam's attempts to cut Chalese out of the  
4 children's lives, and replace her with his girlfriend. He would take vacation time  
5 during weekends throughout December, which was Chalese's regular timeshare,  
6 where she would end up having only have a couple of days during the month of  
7 December. Adam withheld the children from Chalese in April 2020 to the point  
8 where Chalese only received 24 hours with the children during that month. This  
9 occurred again at Christmas time (2020 and 2021).

10           Dr. Paglini stated that Chalese started counseling in order to deal with  
11 Adam.

12           Given that Adam continually filed motions which sought to reduce  
13 Chalese's timeshare, all based upon Adam's opinion of how Chalese should be  
14 parenting the children (see also micro managing herein).

15           When Chalese sought to switch days so the children could attend their  
16 cousin's birthday party, Adam refused to cooperate. This indicates Adam's inability  
17 and/or unwillingness to co-parent with Chalese.

18           Adam's attitude needs to change as the parties move into the future, and  
19 must actually co-parent with Chalese. For now, this factor favors Chalese.  
20

21           (d) *Level of Conflict between parents*

22           This is a very high conflict case. The court believes that both parents' have  
23 some fault to a degree, but moreso Adam with his constantly seeking to micro-  
24 manage Chalese's life, her residence, her boyfriend, etc., keeping her passive, as  
25 such passivity is simply easier on Chalese due to her anxiety disorder, as testified by  
26 both Dr. Paglini and Dr. O'Donohue.  
27  
28

1           (e) *Ability of parents to cooperate to meet the needs of the child.*

2  
3           As noted above, Adam tends to be extremely micro-managing of the  
4 children and their lives, to the point where he sought to have Chalese follow his  
5 orders when he demanded that he set bathing schedule and bedtimes for the  
6 children at Chalese's home, handed down a cleaning schedule for Chalese to  
7 follow in her home and the like.

8           Adam made sole decisions regarding the children as to school, medical  
9 issues and the like, without discussing same with Chalese, and only telling her later  
10 on.

11           Chalese is credible in her explanation of Marie's teeth issue for a  
12 procedure to rectify a problem before it became a necessity, and Adam not wanting  
13 to spend the money at that time as the procedure was not necessary at that moment,  
14 but within a couple of weeks it became necessary, and unfortunately Marie had to  
15 deal with a lack of her two front teeth much sooner than usual.

16           On the other hand, it is understandable that Chalese has backed off  
17 matters with Jessica's appearance into the scene, and the treatment she has  
18 received from Adam and Jessica and Chalese being pushed away.

19           Adam's attitude in all respects is that he is superior to Chalese as a parent,  
20 that her wishes and ideas should not be considered, and that it is "his way or the  
21 highway." Such attitudes demonstrate that Adam has impeded the parties' ability  
22 to cooperate to meet the children's needs.

23           For now, this renders this factor favors Chalese.

24           (f) *Mental and physical health of parents*

25           There was no evidence of either party having uncontrollable mental health  
26 issues. Chalese has depression and anxiety, and she has stated she suffers from  
27 PTSD. Adam has had Chalese followed to the point where it made her feel like  
28 she was being followed everywhere. Adam sought to make it appear that mom  
was being paranoid. This was not paranoia. This was Adam seeking to instigate

1 an issue to make Chalese look bad. The intensity of the stressors of this divorce  
2 surely have triggered Chalese's anxiety.

3 Dr. Paglini noted that he believes that Adam has Mild Narcissistic  
4 tendencies, and a problem with control issues, and this Court agrees.

5 This Court believes that Chalese's passiveness with Adam's controlling  
6 history or narcissistic personality could be a reason for her to more likely  
7 disengage with Adam.

8 This factor is neutral but slightly favors Adam.

9 *(g) Physical, developmental, emotional needs of child*

10 Up until January 2019, Chalese was involved with the children and their  
11 health appointments, school, etc. Chalese was the primary care taker and had a  
12 difficult pregnancy (not Plaintiff's child) during this case and was on bed rest so  
13 being able to participate became difficult. The parties' son has a speech impediment,  
14 but no other physical, developmental and/or emotional needs. Both parties know  
15 what needs to be done, leaving this factor as neutral.

16 *(h) Nature of relationship of child with each parent*

17 There was No testimony that showed the children have anything but a  
18 good loving relationship with each parent. This factor is Neutral.

19 *(i) Ability of the child(ren) to maintain a relationship with siblings.*

20 Adam has no other children. Chalese has another child, and the subject  
21 children have the right to their relationship with their sibling. Any minimization of  
22 Chalese's time interferes with this relationship and is not in the children's best  
23 interests. This factor favors Chalese.

24 *(j) History of abuse or neglect.*

25 There was no testimony regarding abuse or neglect of the children. Even  
26 though Jessica tried to claim it was neglect for the children to have dirty  
27 fingernails, this does not rise to neglect. This factor is neutral.  
28

1           (k) *Engaged in act of DV against child, parent or any other*  
2 *person residing with the child.*

3           Adam's use of the children in an attempt to control Chalese is borderline  
4 domestic abuse and/or violence. This is one of the reasons why it is a rebuttable  
5 presumption that perpetrators of domestic violence should not have primary  
6 physical or joint physical custody of minor children.

7           Adam's stalking Chalese through private investigators sitting across from  
8 her home, Jessica sitting in her vehicle across from Chalese's home, Adam's  
9 invading Chalese's home after he moved out could also be deemed domestic abuse  
10 and/or violence.

11           This factor favors Chalese.

12           (l) *Engage in act of abduction.*

13           This has not been raised as an issue, therefore this factor is neutral.

14           (m) *Other.*

15           Prior to the testimony of Mr. O'Donohue, The Court had various  
16 impressions regarding Dr. Paglini's report due to the lack of exploring very important  
17 facts: Adam's withholding the children, taking his vacation time just on Chalese's  
18 weekends to keep Chalese from seeing the children for long periods of time. Adam's  
19 use of drugs, Adam's actions bordering domestic abuse and/or violence, Adam's  
20 entering Chalese's home uninvited. Mr. O'Donohue testimony mirrors the Court's  
21 thoughts that Dr. Paglini overall appeared biased in favor of Adam and against  
22 Chalese.

23           As to these factors and it appearing that Chalese receiving the majority of  
24 the factors, Chalese should be awarded primary physical custody; however, it is  
25 unfortunate that the prior judge, whether intentionally or overtly, enabled and/or  
26 endorsed these actions causing these stunts to continue.

1           The Court finds that Adam has repeatedly expressed hostility and animus  
2 towards Chalese, making derogatory comments that he was generally combative and  
3 unwilling to co-parent or confer with Chalese in any effective manner. The Court is  
4 concerned that Adam's denigration of Chalese affects the relationship in front of the  
5 child.

6           At the present time, this Court is willing to provide Adam the opportunity to  
7 show he can properly co-parent without the behavior he has already shown.

8 *Post-Trial Motion*

9           That after the final day of trial in this matter, Chalese and her boyfriend,  
10 Josh, became involved in an incident/ argument which proceeded to, inter alia, Josh  
11 breaking the television. Josh was arrested at that time and charged with domestic  
12 violence. The Court finds that Chalese acted properly and appropriately in removing  
13 the children and calling the police.

14                               \* \* \* \* \*

15           That should any Finding be more properly construed as a Conclusions of  
16 Law, the same shall be so construed.

17                               **CONCLUSIONS OF LAW**

18           1. That the Court has jurisdiction pursuant to NRS 125.020, 125.120,  
19 125.130, and to make orders as to the parties' legal status;

20           2. That the Court has the authority to make orders as it pertains to the  
21 marital estate, separate and/or community property/debts (NRS 125.150);

22           3. Legal custody involves having basic legal responsibility for a child and  
23 making major decisions regarding the child, including the child's health, education,  
24 and religious upbringing. *Rivero v. Rivero*, 125 Nev. 420-421, 216 P.3d 213, 221  
25 (2009) (citing, *Mack v. Ashlock*, 112 Nev. 1062, 1067, 921 P.2d 1258, 1262 (1996)).  
26 Joint legal custody requires that the parents be able to cooperate, communicate, and  
27 compromise to act in the best interest of the child. *Id.* (citing, *Mosely v. Figliuzzi*, 113  
28 Nev. 51, 60-61, 930 P.2d 1110, 1116 (1997)). In a joint legal custody situation, the



1 parents must consult with each other to make major decisions regarding the child's  
2 upbringing, while the parent with whom the child is residing at that time usually  
3 makes minor day-to-day decisions. *Id.* (citing, *Mack*, 112 Nev. at 1076, 921 P.2d at  
4 1262).

5 4. That the Court has the authority to make orders as it pertains to Custody  
6 (NRS 125C, et.seq., *Rivero -v- Rivero*, 216, P.3d 213 (2009); 125 Nev. Adv. Op.  
7 No. 34 (August 27, 2009), *Wallace v. Wallace*, 112 Nev. 1015, 1019, 922 P.2d 541,  
8 543 (1996) ("Matters of custody and support of minor children rest in the sound  
9 discretion of the trial court"); *Bluestein v. Bluestein*, 131 Nev., Adv. Op. 14, 345 P.3d  
10 1044, 1048 (2015) reiterating that "in custody matters, the child's best interest is  
11 paramount");

12 5. When making a custody determination, the sole consideration is the  
13 best interests of the child. NRS 125C.0035(1); *Davis v. Ewalefo*, 131 Nev. 445, 451,  
14 352 P.3d 1139, 1143 (2015). Moreover, the district court's order "must tie the child's  
15 best interest, as informed by specific, relevant findings respecting the [best interest  
16 factors<sup>1</sup> and any other relevant factors, to the custody determination made." *Davis*,  
17 131 Nev. at 451, 352 P.3d at 1143.

18 6. That the Court has the authority to make orders as it pertains to Child  
19 Support (NAC Chapter 425; NRS 125B et.seq., *Barbagallo v. Barbagallo*, 105 Nev.  
20 546, 779 P.2d 532 (1989) ), *Wright v Osburne*, 114 Nev. 1367, 970 P.2d 1071,  
21 (1998);

22 7. When one party complains of an error that that party caused, the invited  
23 error doctrine bars appellate relief. *Pearson v. Pearson*, 110 Nev. 293, 297, 871 P.2d  
24 343, 345 (1994). This doctrine applies to both "affirmative conduct and a "failure to  
25 act to prevent the error. *Id.* (internal quotations omitted). When Adam commenced  
26 his wrongful behavior by what appears to be his surveillance, accusations of drug  
27 and/or alcohol abuse, his claim she has mental health issues, combined with at the  
28 time, Chalese's pregnancy and other issues, he created the very issues he brought

1 forth to the Court in order to obtain his own agenda. In the end after all of his  
2 bullying tactics, the only real (but misguided) statement he could make is that the  
3 children had dirty fingernails.

4 \* \* \* \* \*

5 That should any Conclusions of Law be more properly construed as a  
6 Finding, the same shall be so construed.

7 **DECREE & ORDERS**

8 *NOW THEREFORE*, and good cause appearing; It Is Hereby  
9

10 ORDERED, ADJUDGED and DECREED that this Court has personal  
11 and subject matter jurisdiction over the parties and the marital estate. The parties  
12 are incompatible in marriage, thus the bonds of matrimony now existing between  
13 the parties are wholly dissolved, and an absolute Decree of Divorce is hereby  
14 granted to the parties, and each of the parties is hereby returned to the status of a  
15 single, unmarried person. NRS 125.020 and NRS 125.120. This is a final and  
16 absolute Decree of Divorce, wholly and completely dissolving the marriage and  
17 dividing the assets and liabilities of the parties. NRS 125.130; and it is further  
18

19 ORDERED that the Plaintiff has requested a name change, and she may  
20 resume the use of her prior surname of Chalese Anderson, or any other surname  
21 she has legally used at her sole discretion; and it is further

22 ORDERED that as this marriage was a short term marriage, and as both  
23 parties are in good physical condition, have the ability to work, and as temporary  
24 spousal support was ordered during the pendency of this matter, neither party is  
25 entitled to receive alimony/spousal support from the other; and it is further

26 **PERMANENT BEHAVIORAL ORDER**

27 ORDERED as set forth in this Behavior Order, the use of the pronoun  
28 “You” applies to BOTH the Plaintiff and the Defendant in this matter. Specifically,  
the parties are hereby ORDERED to comply with the following:

1           1. You shall not engage in any abusive contact (foul language,  
2 name calling, etc.) with the other party or children, including telephone  
3 calls, letters, e-mail, etc.

4           2. You shall avoid any unnecessary contact with the other party's  
5 family, friends, associates, neighbors, co-workers, "significant other",  
6 etc., and you shall not initiate conflicts with them.

7           3. You shall maintain respect toward the other party's friends,  
8 relatives, "significant other", etc.

9           4. You shall not contact any persons associated with the other party  
10 (including but not limited to: "significant others", friends, relatives,  
11 neighbors, employers, co-workers, business associates, and customers) for  
12 purposes of discussing court proceedings or making negative/disparaging  
13 allegations about the other party (this includes all forms of social media).

14           5. You will advise all your friends, relatives, and "significant  
15 others" if they express an intent or otherwise disparage, criticize, or harass  
16 the other party, that such behavior is disallowed, and that you could have  
17 your parenting time limited if you are unable to stop their negative  
18 behavior, and that you may be sanctioned if the Court finds that you  
19 knowingly allowed them, and/or did not take sufficient effort to prevent,  
20 them to violate the terms and intent of this Behavior Order.

21           6. Pursuant to EDCR 5.304 (eff. 6/11/22, formerly 5.301), you will  
22 **NOT**, nor shall anyone on your behalf, communicate, discuss, or provide  
23 any information concerning court issues or proceedings with the minor  
24 children; this includes audio and video thereto, and will take every  
25 precaution to secure copies of pleadings safely away from the eyes of the  
26 children at all times (including evidence or documentation from your side  
27 or the opposing party's side), unless authorized by the Court.

28           7. You shall focus on your children and keep in mind what is in the  
children's best interest.

          8. You shall not, either directly or through third parties, including  
significant others, inappropriately question or interrogate your children  
about what occurs in the other parent's household, etc., and shall try to  
respect and not interfere with the children's privacy and relationship with  
the other parent; do not place your children in a loyalty bind between  
yourself and the other parent; your children need to be able to love both of  
you freely in both of your homes for healthy child development.

1  
2 9. You shall not provide, either directly or through third parties,  
3 copies of any unsolicited documents (personal letters, court pleadings,  
4 etc.) to anyone associated with a party (family members, neighbors,  
5 employers, etc.) for the intended purpose of casting the other party in a  
6 negative light.

7 10. There shall be no harassment at the other party's place(s) of  
8 employment, including contacting the employer to make negative or  
9 disparaging allegations, to send or drop off evidence as it relates to these  
10 court proceedings that appears reasonably designed to put them, or likely  
11 to put them, in a bad light or to get them fired, or to have them suffer  
12 negative consequences as a result.

13 11. Neither party shall post, nor shall you allow significant others  
14 or family members on social media to post, including, but not limited to,  
15 Facebook, Twitter, YouTube, Instagram, LinkedIn, Tumblr, and Google+,  
16 or any other social media platform, any negative or disparaging allegation  
17 against or negative image of the other party or anyone associated with the  
18 other party.

19 12. Neither party shall interfere with the other party's contact with  
20 the minor children, including but not limited to telephone calls, e-mail,  
21 social networking, etc.

22 13. Neither party shall threaten to commit, or actually commit an  
23 act of violence upon the other party or upon the minor children, or upon  
24 the significant other, friend, relative, employer, employee, neighbor, etc.  
25 of a party.

26 14. All child custody exchanges, visitations, etc., shall be done in a  
27 civil, law-abiding manner and reasonably close to the times specified by  
28 the Court. In the event of an emergency or unforeseen circumstance that  
could affect an exchange of the children or the time of the exchange, the  
party experiencing the difficulty shall call or contact the other party via  
text messaging as soon as reasonably possible.

15 15. There shall be no invasion of the electronic devices, email  
16 accounts, social media accounts, separate bank accounts, safe deposit  
17 boxes, separate residences or separate vehicles, etc. of the other party.

18 16. That Plaintiff's current and/or future significant other shall not  
19 perform any duties rightfully belonging to the Defendant, including but  
20 not limited to meetings/events at school, doctor's appointments and the

1 like. The two parents shall be listed at all schools as such, and they come  
2 before all others as emergency contacts.

3 17. Both parties are under a continuing obligation to provide to the  
4 other party any change in their cell phone numbers and/or e-mail address  
5 within forty-eight (48) hours of any change.

6 18. Both parties are to ensure that the other parent receive the  
7 proper parental respect i.e. children do not call their parents by their first  
8 name.

9 19. This Behavior Order shall remain in full force and effect unless  
and until otherwise ordered by this Court.

10 *Contempt and Possible Sanctions:* The parties are HEREBY PUT ON NOTICE  
11 THAT EACH AND EVERY VIOLATION of this Behavioral Order, if admitted  
12 to, or if found after evidentiary hearing to have committed an act that violates this  
13 Order, may result in the party being held in contempt of court pursuant to NRS  
14 Chapter 22, which could result in a fine of \$500, 25 days in jail, and/or attorney's  
15 fees for EACH VIOLATION (e.g., 4 separate violations could be 100 days in jail  
16 and/or \$2,000.00 in sanctions); it is further

17 THE PARTIES ARE HEREBY PUT ON NOTICE that if it is found by  
18 the Court, that if, in the future, one of the parents provides false information in an  
19 effort to sway the Court's decision in their favor, or slanders the opposing party in  
20 an untrue manner without significant evidence, that party may be sanctioned by the  
21 Court. The consequences may include requiring the party who knowingly made  
22 false statements or provided false evidence to pay for the other parent's Court costs  
23 and legal fees; additional fines and automatic removal of falsified document;  
24 modification of the decision making and physical custody in the other parent's  
25 favor; make-up visitation time; and may also include a referral to the appropriate  
26 authority as it relates to any potential criminal matter. If the Court determines that  
27 a party has unjustifiably denied or interfered with visitation granted by an order,  
28 the Court may take certain additional remedial measures to provide make-up time  
or to ensure future compliance; and it is further

## COMMUNICATION

ORDERED that all primary communications between the parties, except for emergencies affecting the children, shall be by Our Family Wizard program, for which any and all fees for use shall be borne by Adam (for both parties). ALL COMMUNICATION is to be polite, respectful, business like regarding child issues only, without swearing, criticizing, disparaging the other parent, or telling the other parent how to parent, or how to conduct their household. If an emergency arises regarding the minor children, Parties may contact the other Parent directly; and it is further

ORDERED that Each parent shall respond to postings on OurFamilyWizard (Talking Parents or other texting app, collectively called “OurFamilyWizard”) within 24 hours of posting. If a parent fails to respond to a posting on OurFamilyWizard within 24 hours, that parent’s lack of response is deemed consent and approval to the information posted (i.e., vacation dates, medical appointments etc.). If a parent is going to be unavailable to check OurFamilyWizard for a period of time, the unavailable parent must post dates of unavailability to OurFamilyWizard at the beginning or prior to the period of unavailability. If a parent is unavailable for purposes of communications via OurFamilyWizard, the unavailable parent shall respond to the other parent within 24 hours of his/her becoming available/ the end of the notified period of unavailability; and it is further

ORDERED that Each party shall file proof that he activated an account with OurFamilyWizard within three (3) days of issuance of this Order; and it is further

ORDERED that Each parent shall keep their password to their OurFamilyWizard account private and shall not share their password or login information with anyone else except their attorney if needed for litigation. Neither

1 party shall permit any third party to communicate through his/her  
2 OurFamilyWizard account on his/her behalf.  
3

### 4 **CHILD CUSTODY**

5 ORDERED that the Court believes the it is in the best interests of the  
6 children, despite the trial testimony, factors and the within findings of the Court,  
7 herein that the parties are awarded **Joint Legal Custody** over the two minor  
8 children, to wit: Michael Adam Solinger (dob 6/16/15-currently age 6<sup>3</sup>/<sub>4</sub>), and  
9 Marie Leona Solinger (dob 8/28/17- currently age 5<sup>1</sup>/<sub>2</sub>).  
10

#### 11 *Joint Legal Custody Orders:*

12 1. That each party shall consult and cooperate with the other in substantial  
13 questions relating to religious upbringing, educational programs, significant changes  
14 in social environment, and healthcare of the child(ren).

15 2. That each party shall have access to healthcare and school records pertaining  
16 to the child(ren) and be permitted to independently consult with any and all  
17 professionals involved with the child(ren).

18 3. That all schools, healthcare providers, and regular daycare providers for the  
19 child(ren) shall be selected jointly by the parties. Each party is to ensure that the other  
20 party has full contact information of any and all providers. In the case of healthcare  
21 providers, both parties are to ensure that the healthcare providers have copies of all  
22 health insurance information.

23 4. That each party shall be empowered to obtain emergency healthcare for the  
24 child(ren) without the consent of the other party. Healthcare includes treatment for  
25 mental health, therapy and counseling. Each party shall notify the other party as soon  
26 as reasonably possible of any illness requiring medical attention, or any emergency  
27 involving the child(ren). Neither party may obtain non-emergency healthcare for the  
28 children without advance notice to the other party of the time and date of the  
appointment so that the other party may attend.

5. That each party shall have access to any information concerning the well-  
being of the child(ren), including, but not limited to, copies of report cards; school  
meeting notices; vacation schedules; class programs; requests for conferences; results  
of standardized or diagnostic tests; notices of activities involving the child(ren);  
samples of school work; order forms for school pictures; all communications from  
schools, healthcare providers, and regular daycare providers for the child(ren) to  
include the names, addresses, and telephone numbers of all such schools, healthcare  
providers, and regular daycare providers.

6. That each party shall advise the other party, if not communicated by the  
event originator (school, athletic association, etc.), within 24 hours of receipt of any  
such communication, of all school, athletic, church, and social events in which the  
child(ren) participate(s), and each agrees to notify the other party within a reasonable  
time after first learning of the future occurrence of any such event so as to allow the

1 other party to make arrangements to attend the event if he or she chooses to do so.  
2 Both parties may participate with the child(ren) in all such events, including but not  
3 limited to, attendance at school events, athletic events, church events, social events,  
4 open house, school plays, graduation ceremonies, school carnivals, etc.

5 7. That each party shall be prohibited from enrolling the child(ren) in  
6 extracurricular activities which infringes upon the other party's parenting time without  
7 advance authorization from the other party.

8 8. That each party shall provide the other party with the address and telephone  
9 number at which the minor child(ren) reside(s), and to notify the other party within  
10 seven (7) days after any change of address and provide the telephone number if said  
11 number changes.

12 9. That each party shall provide the other party with a travel itinerary to  
13 include destination, departure and return times whenever the child(ren) will be away  
14 from that party's home for a period of two (2) nights or more.

15 10. That the parties are to remember the they are both parents to the children,  
16 and that neither party shall disparage the other in the presence of the child(ren), nor  
17 shall either party make any comment of any kind that would demean the other party in  
18 the eyes of the child(ren).

19 IT IS FURTHER ORDERED that specifically, as there has been during  
20 the pendency of this matter by Plaintiff/Dad, there will be no unilateral decisions  
21 on matters that are under the joint legal custody mandate (medical, school, etc.) in  
22 the future. If the parties do not agree, then they will need to find an alternative  
23 resolution to the issue or bring it before the court; and it is further

24 ORDERED that again, that the Court believes the it is in the best interests  
25 of the children, despite the trial testimony, factors and the within findings of the  
26 Court, herein the parties are awarded **Joint Physical Custody** of the minor  
27 children, to wit: Michael Adam Solinger (dob 6/16/15-currently age 6<sup>3</sup>/<sub>4</sub>), and  
28 Marie Leona Solinger (dob 8/28/17- currently age 5<sup>1</sup>/<sub>2</sub>), and it is further

ORDERED, that in order to minimize parental contact, the parties shall  
follow the week on week off timeshare schedule with the Minor Children, with the  
exchanges taking place every Wednesday after school; with pickup allowed at after  
school day care; if there is no school, at 6:00 pm, at the location which the parties  
are currently using, or at some other designated location that the parties may agree,  
should either party move or the existing location become inconvenient, any new



1 location is to be reasonably central to both parties. Should a third party, or non-  
2 family member be meeting the other parent for child exchanges, then that parent is  
3 responsible to communicate the name and telephone number to the other parent;  
4 and it is further

5 ORDERED, that the receiving parent will provide transportation (pickup)  
6 the children; and it is further

### 7 **HOLIDAYS**

8 ORDERED, that the parties shall utilize the following schedule as and for  
9 Holiday time:

10 1. *Monday Holidays:* Martin Luther King Day (3'd Monday in January),  
11 President's Day (3<sup>rd</sup> Monday in February) and the like. The parties shall keep the  
12 regular weekly schedule, in that when a Monday holiday falls on their respective  
13 time, that party will have the Monday holiday, with the following exceptions:

14	Memorial Day	Dad every year
15	Labor Day	Mom every year

16  
17 2. *Other Holidays.* 4<sup>TH</sup> of July (when it falls), Nevada Day (last Friday in  
18 October), Halloween, Veterans Day, etc. The parties shall keep the weekly  
19 schedule, in that when a holiday falls on their respective time, that party will have  
20 the holiday.

21 3. *Mother's Day (second Sunday in May), every year:* If the holiday falls  
22 on Mother's usual weekly timeshare, there is no adjustment. If the holiday falls on  
23 Father's weekly timeshare, then Mother is entitled to have the child from 9:00am  
24 on the Saturday before Mother's Day, until drop off at school on Monday.

25 4. *Father's Day (third Sunday in June), every year:* If the holiday falls on  
26 Father's usual weekly timeshare, there is no adjustment. If the holiday falls on  
27 Mother's weekly timeshare, then Father is entitled to have the child from 9:00am  
28 on the Saturday before Father's Day, until 9:00 pm (as there is no school).

1                   5. *Children's birthday:* (Michael - June 16<sup>th</sup>, and Marie -August 28<sup>th</sup>)

2 Mom - odd years, Dad - even years. If the child's birthday falls on a parent's usual  
3 weekly timeshare, there is no adjustment. If the holiday falls on the other parent's  
4 weekly timeshare, then that parent is entitled to have the child from 9:00 pm the  
5 evening prior (if no school) or after school if school is in session, until drop off at  
6 school the next morning, or if no school, 9:00 pm that birthday evening. The  
7 receiving parent will ensure that the children speak with the other parent for their  
8 birthday.  
9

10                 6. *Parent's birthday, every year:* (Adam - July 1 and Chalese -  
11 November 17<sup>th</sup>) If the parent's birthday falls on that parent's usual weekly  
12 timeshare, there is no adjustment. If the parent's birthday falls on the other parent's  
13 weekly timeshare, then the birthday parent is entitled to have the child from 9:00  
14 am that day (if no school) or after school if school is in session, until that evening  
15 at 9:00 pm.  
16

17                 7. *Spring Break or other school breaks - every year:* The parties shall  
18 utilize the regular weekly schedule.  
19

20                 8. *Thanksgiving School Break:* Overall, the parties shall keep the usual  
21 weekly schedule, with the exception for Thanksgiving Day as stated below.  
22

23                 9. *Thanksgiving Day:* Dad - even years, Mom odd years: If Thanksgiving  
24 Break/Day falls during that parent's usual weekly timeshare, there is no adjustment.  
25 If Thanksgiving Day falls on the other parent's weekly timeshare, then that parent  
26 is entitled to have the Children from 6:00 pm on the Wednesday before  
27 Thanksgiving Day until 9:00 am on the Friday immediately following  
28 Thanksgiving Day.

1                   10. *Christmas - New Years/Winter Break:* As neither parent has stated  
2 they celebrate the traditional Christmas holiday, the Winter Break shall be divided  
3 in half, with Mom having the first period every year- defined as from close of  
4 school to the midway point, and Dad having the midway point to the day prior to  
5 school resuming.

6                   11. The parties are to understand that maintaining the weekly schedule as  
7 it relates to some of the holidays may appear unequal in any given year, but that  
8 over the course of time and the calendar, ultimately will equal out for both parties  
9 and is in the minor child's best interests, as well as to limit the parents' contact,  
10 since this is a high-conflict case.

11                   12. *Vacations:* Given the weekly timeshare, each parent is entitled to take  
12 the minor child on a vacation during their respective timeshare, without further  
13 specialized times for vacations, so long as school is not interrupted.

14                   Vacations shall otherwise be taken during the summer and/or when the  
15 children do not have school.

16                   Each parent is permitted one (1) separate seven (7) day period allotted as  
17 vacation time (which would provide a one-time three weeks for vacation during the  
18 summer). As such, if a parent indicates an extended vacation, which would  
19 necessitate their utilizing their 7 day period during the other parent's regular time  
20 during the summer, they must, in writing, notify the other parent no later than May  
21 30<sup>th</sup> of that year, and provide an itinerary within 14 days prior to exercising said  
22 time.

23                   Under no circumstances is vacation time to be utilized to take the other  
24 parent's regular weekly timeshare, when the children are in school or during a  
25 "holiday" period.

26                   Any use of the "vacation time" that is less than the seven (7) day period of  
27 time shall be construed as using their entire seven (7) days.  
28

1 If either parent is taking a vacation outside the State of Nevada, they are  
2 to provide notice to the other parent of the trip, fourteen (14) days in advance for  
3 vacations within the United States and thirty (30) days' notice in advance for any  
4 vacations outside the United States, and provide an itinerary of said trip, which  
5 includes but is not limited to: destination, departure and return dates/times, etc.  
6 Each parent will ensure that the children are able to speak with the other parent  
7 prior to departure and upon return home, and usual telephone calls are suspended  
8 for the vacation period. Should a parent fail to notify or provide an itinerary within  
9 the time period allotted, they will forfeit the vacation time.

10  
11 Should an uncontrollable event (airline delay due to weather, and the like)  
12 cause a delay in return the vacationing parent shall notify the other parent  
13 immediately. Such a delay will not be held against either parent, and no  
14 compensatory time is assumed or granted in such a situation, or for extenuating  
15 circumstances, may allow for makeup time, or for extenuating circumstances, may  
16 allow for makeup time.

17 *13. School Events:* School events which the minor child wishes to  
18 participate, is the responsibility of each parent, on their custodial time, to ensure  
19 the child's participation. Either/both parent(s) may participate and/or volunteer in a  
20 school event.

21 *14. Educational:* Parent/teacher conferences may be scheduled by each  
22 parent separately, if possible. While any and all communications should be sent to  
23 both parents, should any communication(s) from school be sent to only one parent  
24 (i.e. via email), same shall be forwarded to the other parent immediately. Any  
25 situation at school (i.e. discipline event) may be attended by either or both parents.  
26 Should the child be required to leave school, whether due to illness or discipline, if  
27 the custodial parent, or designated alternate, is not reachable by the school, the  
28 noncustodial parent may pick up the child, but deliver the child to the custodial  
parent as soon as possible **that day**.

1 Under no circumstances may a parent delegate any conference (for  
2 whatever reason) to a significant other. These conferences are for the parents only.

3 IT IS FURTHER ORDERED, that the parties may, on their allotted  
4 weekly timeshare, take the minor child on a vacation, outing, visiting family, etc.,  
5 which may or may not be outside the State of Nevada, without the other parent's  
6 permission; but, the parties **shall** simply notify the other parent of the trip, and  
7 contact information of where the children are to be in the case of emergency; and it  
8 is further

9 ORDERED that it is in the best interests of the children, due to the high  
10 conflict of the parties, that should the children desire to speak with the other  
11 parent, the parties will encourage the minor children to do so. Each child shall  
12 have unfettered access to the other parent to call the other parent at any time. Each  
13 parent is entitled to two (2) parent initiated telephone calls with the minor children  
14 during the other parent's timeshare, to be on Thursdays and Mondays at 7:00 pm.  
15 The custodial parent shall make the children available at those times; and it is  
16 further

17 ORDERED, that each parent is entitled to obtain daycare/babysitting  
18 providers of their choice during their custodial timeshare and there shall be NO  
19 Right of First Refusal; and it is further

20 ORDERED that various Miscellaneous Provisions are as follows:

- 21 1. Each parent to provide and maintain their own clothing, etc. for  
22 the minor child in their respective homes;
- 23 2. Should the child be on medication for an illness, each parent  
24 shall ensure that the other parent is provided with the medication at the  
25 time of custodial exchange;
- 26 3. Each parent shall ensure that the other parent is provided with  
27 the any extracurricular equipment the child may require at the time of  
28 custodial exchange;
4. Each parent to provide daycare/babysitting as necessary on their  
respective timeshare;
5. Neither parent may dictate whom the other parent utilizes for  
daycare/babysitting, or directly or indirectly interfere in any manner;

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6. Neither parent is to make demands or seek to dictate how the other parent is to parent; however the parties are encouraged to discuss and work together regarding important topics, forward important and pertinent information (i.e. education, social, health concerns, etc.).

7. Each party shall ensure that both the child's biological parents are to be included on the child's forms (school, medical, etc.) Each parent may include other family members/relatives on any such forms, with all such notations as to relationship clearly stated on forms.

8. Each party shall ensure that both the child's biological parents are to be the only included individuals on the child's forms (school, medical, etc.) Each parent may include other family members/relatives on any such forms with all such notations as to relationship clearly stated on forms for emergency/pickup use only if both parents cannot be reached.

IT IS FURTHER ORDERED that the Court reiterates its prior order that the children should go to school every day and the school supplies that are needed should, regardless of who purchased it, go with the child. Court further noted, the clothes that are purchased belong to the child and that it is either party's duty to return the clothes when the children goes with the other parent; and it is further

ORDERED that none of the shenanigans which occurred during the pendency of this action (following Chalese, false accusations of drug use/abuse, etc. or otherwise) should occur in the future, and are prohibited; and it is further

ORDERED that should any of the specific behavioral provisions, additional custodial provisions in the Decree be violated that upon a motion presented to the Court, it may be considered under the factors required for a modification of custody; and it is further

### **CHILD SUPPORT, TAX ALLOCATION & MEDICAL EXPENSES**

IT IS FURTHER ORDERED that child support is dictated by statute and/or precedent, and pursuant to NRS Chapter 125 and/or NAC. As the parties share joint physical custody, child support is set pursuant to the formula provided in *Wright v Osburne*, 114 Nev. 1367, 970 P.2d 1071, (1998), and the amounts determined by the percentages provided under NAC Chapter 425; and it is further

1 ORDERED that there are two (2) children for which child support applies  
2 pursuant to the following formula pursuant to NAC 425.140:

3 2. For two children, the sum of:

4 (a) For the first \$6,000 of an obligor's monthly gross income, 22 percent of  
5 such income;

6 (b) For any portion of an obligor's monthly gross income that is greater than  
\$6,000 and equal to or less than \$10,000, 11 percent of such a portion; and

7 (c) For any portion of an obligor's monthly gross income that is greater than  
\$10,000, 6 percent of such a portion.

8 IT IS FURTHER ORDERED that based upon either filed Financial  
9 Disclosure Forms and/or the representations of the parties, both parties gross  
10 monthly income (GMI) are as follows:

11 Plaintiff/Dad GMI = \$9,799

12  $6,000 \times 22\% = \$1,320.00$

13  $3,799 \times 11\% = \underline{\$417.89}$

\$1,737.89

14 Defendant/Mom GMI =  $\$2,377 \times 22\% = \$523.14$

15  $\$1,737.89 - \$523.14 = \$1,214.75$  (rounded to \$1,215.00)

16 Plaintiff /Dad is obligated to pay Defendant/Mom \$1,215.00 per month,  
17 payable on or before the 1<sup>st</sup> of each month, commencing June 1, 2022; and it is  
18 further

19 ORDERED that while there were various deferrals of various sums in this  
20 action that became so overlapped, the Court orders that there are no arrears in child  
21 support as of the date of this Decree as to either party; and it is further

22 ORDERED that pursuant to NAC 425.160(1), any award of Child  
23 Support, except as otherwise provided by law, terminates when the child reaches  
24 18 years of age or, if the child is still in high school, when the child graduates from  
25 high school or reaches 19 years of age, whichever comes first; and it is further

26 ORDERED that the parties shall share the tax return deduction for the  
27 minor children as follows:  
28

1 Plaintiff/Dad shall receive the tax deduction for Michael Adam  
2 Solinger in all tax years, commencing with tax year 2022;

3 Defendant/Mom shall receive the tax deduction for Marie Leona  
4 Solinger in all tax years, commencing with tax year 2022;

5 ORDERED that Plaintiff/Dad shall obtain, pay for, and maintain health  
6 insurance for the children without offset due to the disparity of income of the  
7 parties; and it is further

8 ORDERED that any unreimbursed medical, dental, optical, orthodontic or  
9 other health related expense incurred for the benefit of the minor child is to be  
10 divided between the parties at the rate of 65% paid by the Plaintiff and 35% paid  
11 by the Defendant due to the disparity in income, pursuant to the 30/30 Rule: either  
12 party incurring an out of pocket medical expense for the child shall provide a copy  
13 of the paid invoice/receipt to the other party within thirty days of incurring such  
14 expense, if not tendered within the thirty day period, the Court may consider it as a  
15 waiver of reimbursement. The other party will then have thirty days from receipt  
16 within which to dispute the expense in writing or reimburse the incurring party for  
17 one-half of the out of pocket expense, if not disputed or paid within the thirty day  
18 period, the party may be subject to a finding of contempt and appropriate  
19 sanctions; and it is further

20  
21 **OTHER MISCELLANEOUS CHILD EXPENSES**

22 ORDERED that the parties shall follow the following provisions as it  
23 pertains to any other child expenses:

24 1. Educational expenses include annual registration/enrollment fees,  
25 divided Adam- 65% and Mom- 35%.

26 2. Annual school supplies - Father shall cover the annual cost for Michael  
27 and Mother shall cover the annual cost for Marie. Once Michael ages out, the  
28 parties shall split the costs for Marie.



1           3. School related expenses (field trips, lunches, etc.) will be divided  
2 Adam- 65% and Mom- 35%.

3           4. School supplies that require specialized equipment which retail over  
4 \$50 or more individually, shall be divided Adam- 65% and Mom- 35% between  
5 the parties (or as otherwise agreed upon), upon proof of comparison shopping for  
6 the most inexpensive cost for that item.

7           5. Extracurricular educational programs shall be discussed between the  
8 parents, including costs and agreed upon in writing.

9           6. Extracurricular activities (sports, lessons, etc.) shall be discussed  
10 between the parents, including costs. Each activity is a separate and distinct  
11 activity, not to be incorporated or associated with other activities. Either parent  
12 may enroll the child in an activity that exclusively falls on their timeshare at that  
13 parent's cost. Should the activity, i.e. team sports with a game schedule, with fall  
14 into both parents' timeshares, and the parties agree on the activity, then the cost  
15 shall be divided Adam- 65% and Mom- 35%, and each parent will ensure the child  
16 arrives for the activity on their timeshare. Activities shall not interfere with regards  
17 to the other parent's availability unless agreed upon, and shall not cause any  
18 financial hardship for a parent. Should the activity fall into both parents  
19 timeshares, but one parent cannot afford to pay for the activity on their own  
20 timeshare, the other parent may have the child attend the activity on only their own  
21 timeshare at their cost. Each parent shall ensure that the child gets to his activity  
22 during their timeshare in a but one parent cannot afford to pay for the activity on  
23 their own timeshare, the other parent may have the child attend the activity on only  
24 their own timeshare at their cost. Each parent shall ensure that the child gets to his  
25 activity during their timeshare in a timely manner.

26           7. Discussions must respect consideration of the other parent's monetary  
27 situation, and discussion of extra -curricular educational or activity programs is not  
28 to be an assumed agreement.

1                   **SEPARATE AND/OR COMMUNITY PROPERTY & DEBTS**

2                   ORDERED that the prior marital community property residence has been  
3 sold, with each party having received \$50,000 from the net proceeds of sale, said  
4 distribution is the respective party's sole and separate property, and it is further

5                   ORDERED that Chalese's interest in the real property located at 2256  
6 Grand Clover Lane, Las Vegas, NV 89156 is her sole and separate property; and it  
7 is further

8                   ORDERED that as to the issue of Adam's separate property interest in  
9 the proceeds of the sale of the former marital residence, Adam's father testified  
10 during Day 1 of Trial that he gave Adam a gift of equity when he sold the home to  
11 Adam, which evidenced by gift of equity letter provided by the mortgage lender  
12 and it was a part of the mortgage. The intent of the gift of equity was to give  
13 Adam a gift, not Chalese. Thus, Adam has a separate property interest in the  
14 proceeds from the sale of the home in the amount of \$85,000. The Abrams and  
15 Mayo Client Trust Account is holding a total amount of \$92,599.99 and any  
16 amount being held higher than the \$85,000, is \$7,599.99 which is community  
17 property (\$3,799.99 each), distribution of which is outlined herein; and it us further

18                   ORDERED that Chalese Solinger's remaining community property share  
19 over the \$85,000 (\$3,799.99) shall be paid to her within five (5) days upon receipt  
20 by The Abrams and Mayo Law Firm of Notice of Entry of this Decree; and it is  
21 further

22                   ORDERED that during the course of the litigation, there was an issue  
23 regarding an "art collection"; there was no testimony during Trial and the Court  
24 orders that this issue is moot; and it is further

25                   ORDERED that the Plaintiff's 401k from the LV Defense Group, 401K  
26 Plan (employee #100126) in the approximate amount of \$46,325.19 (as of  
27 statement dated 12/31/2020-last provided into evidence) is to be divided equally  
28 between the parties (\$23,162.60 each) and said distribution is the respective party's

1 sole and separate property. That should it be necessary, a Qualified Domestic  
2 Relations Order (QDRO) will be obtained through QDRO Masters with the fee for  
3 same divided equally between the parties, and both parties are to fully cooperate  
4 with QDRO Masters in the preparation of same; and it is further

5  
6 ORDERED that the Plaintiff is earning retirement (PERS) through his  
7 employment with the Attorney General's Office. At such time said pension  
8 becomes vested, the Defendant would be entitled to her community property share  
9 from the commencement of employment through November 2021 under the time  
10 rule pursuant to Gemma v. Gemma, 778 P.2d 429, 105 Nev. 458 (Nev., 1989) and  
11 Fondi v. Fondi, 802 P.2d 1264, 106 Nev. 856 (Nev., 1990) and to select Option 2,  
12 with regard to his PERS survivorship benefit; and that a Qualified Domestic  
13 Relations Order (QDRO) will be obtained through QDRO Masters with the fee for  
14 same divided equally between the parties, and both parties are to fully cooperate  
15 with QDRO Masters in the preparation of same; and it is further

16 ORDERED that the Court confirms that both parties are in possession of  
17 various other separate and/or community personal property, not mentioned herein,  
18 and the property in each respective party's possession is their sole and separate  
19 property; and it is further

20 ORDERED that in the event any property has been omitted from this  
21 Decree that would have been community property or otherwise jointly held  
22 property under the law applicable as of the date hereof the concealing or  
23 possessory party will transfer or convey to the other party, at the other party's  
24 election: 1) the full market value of the other party's interest on the date of this  
25 Decree, plus statutory interest through and including the date of transfer or  
26 conveyance; or 2) the full market value of the other party's interest at the time that  
27 party discovers that he or she has an interest in such property, plus statutory  
28 interest through and including the date of transfer or conveyance; or 3) an amount

1 of the omitted property equal to the other party's interest therein, if it is reasonably  
2 susceptible to division; and it is further

### 3 **ATTORNEY'S FEES AND COSTS**

4 In this matter, there was a large disparity of income. Adam Solinger is an  
5 attorney working at the Attorney General's Office and Chalese is a childrens'  
6 hairdresser, after spending the majority of the marriage as a stay-at-home mother.

7 This would indicate the necessity of an award of attorney's fees to  
8 Chalese, from the beginning of this action. See Sargeant -v- Sargeant, 88 Nev.  
9 223, 495 P.2d 618 (1972), wherein the Nevada Supreme Court stated that a spouse  
10 must be afforded their day in court without destroying their financial position. This  
11 would imply that they should be able to meet their adversary in the courtroom on  
12 an equal basis.

13 See Albios v. Horizon Crntys., Inc., 122 Nev. 409, 417, 132 P.3d 1022,  
14 1028 (2006) (explaining that the district court generally may not award attorney  
15 fees absent authority under a statute, rule, or contract).

16 See Brunzell v. Golden Gate National Bank, 85 Nev. 345, 455 P.2d 31  
17 (1969) factors. See Miller v. Wilfong, 121 Nev. 619, 623, 119 P.3d 727, 730 (2005)  
18 (providing that the district court must consider the Brunzell factors when awarding  
19 attorney fees).

20 See Brunzell v Golden Gate National Bank, 85 Nev. 345, 349, 455 P.2d  
21 31, 33 (1969)- factors for attorney's fees: (a) Qualifications of Counsel; (b)  
22 Character of work to be done; (c) Actual work performed; (d) Result. See also:  
23 NRS 125.150(3) (giving the district court authority to grant attorney fees in divorce  
24 proceedings); Miller v. Wilfong, 121 Nev. 619, 624-25, 119 P.3d 727, 731 (2005)  
25 (finding attorney provided in the record on appeal is presumed to support the  
26 district court's decision. Cuzze v. Univ. & Cmty. Coll. Sys. of Nev., 123 Nev. 598,  
27 603, 172 P.3d 131, 135 (2007), fee awards reasonable when the record supported  
28 the Brunzell factors and the district court found an income disparity); Wright v.

1 Osburn, 114 Nev. 1367, 1370, 970 P.2d 1071, 1073 (1998) (finding disparity of  
2 income a factor of consideration when awarding attorney fees).

3 Further, the district court is required to make such findings in awarding  
4 attorney fees; see Stubbs v. Strickland, 129 Nev. 146, 152 n.1, 297 P.3d 326, 330  
5 n.1 (2013) (explaining that a district court must "make findings regarding the basis  
6 for awarding attorney fees and the reasonableness of an award of attorney fees").

7 EDCR 7.60 allows attorneys' fees as sanctions when a party "presents to  
8 the court a motion or an opposition to a motion which is obviously frivolous,  
9 unnecessary or unwarranted," "[s]o multiplies the proceedings in a case as to  
10 increase costs unreasonably and vexatiously," or "[f]ails or refuses to comply with  
11 [the Eighth Judicial District Court's] rules." The plain language of EDCR 7.60  
12 makes no exception and instead can apply to any motion, regardless of the  
13 underlying case.

14 NRS 18.010(2)(b) provides for attorneys' fees "[w]ithout regard to the  
15 recovery sought," and therefore an award of a money judgment is not a  
16 prerequisite when seeking fees under NRS 18.010(2)(b). See, e.g., Trs. of the  
17 Plumbers & Pipefitters Union Local 525 Health & Welfare Trust Plan v.  
18 Developers Sur. & Indem. Co., 120 Nev. 56, 63, 84 P.3d 59, 63 (2004) ("In 1985,  
19 the Legislature authorized the district court to award attorney fees 'without regard  
20 to the recovery sought, when the court finds that the claim, counterclaim,  
21 cross-claim or third-party complaint or defense of the opposing party was brought  
22 without reasonable ground or to harass the prevailing party.'").

23 See, Cuzze v. Univ. & Cmty. Coll. Sys. of Nev., 123 Nev. 598, 603, 172  
24 P.3d 131, 135 (2007), fee awards reasonable when the record supported the  
25 Brunzell factors and the district court found an income disparity); Wright v.  
26 Osburn, 114 Nev. 1367, 1370, 970 P.2d 1071, 1073 (1998) (finding disparity of  
27 income a factor of consideration when awarding attorney fees).

1                   See, Logan v. Abe, 131 Nev. Adv. Op. 31, 350 P.3d 1139, (Nev., 2015),  
2 fees are appropriate even if third parties paid the fees on litigant's behalf.  
3

4                   \* \* \* \* \*

5                   This Court's findings herein and a review of this matter reveals the level  
6 at which Adam prosecuted this divorce case, persistent emergency motions on  
7 Order Shortening Time, basically all seeking to have the Court reduce Chalese's  
8 time share on some false claim/complaint by Adam. This Court considers this  
9 level of prosecution was intended to harass, was frivolous and unnecessarily  
10 extending litigation, causing unnecessary delay, and to increase the cost of  
11 litigation, and when added to the previously found the level at which Adam  
12 prosecuted this matter in a scorched earth litigation tactic, requires fees to be  
13 awarded due to Adam's unwarranted behavior and his bad faith tactics.

14                  In this matter there has been an extremely large disparity in the income of  
15 the parties. Adam is an attorney, who also benefits the financial generosity of his  
16 parents. Conversely, Chalese spent her time during the parties marriage as a stay-  
17 at-home mother, supporting Adam's quest to become an attorney. Chalese works  
18 as a hairdresser for children, without further training anywhere near that of Adam.

19                  Throughout this litigation, Adam has been in the superior financial  
20 position, as well as authoring his own motions (since he is an attorney), leaving  
21 Chalese in a position of seeking counsel to properly represent her rights, preparing  
22 Oppositions, etc., without sufficient funds, as she was unable to author her  
23 documents herself. She truly was left without choice in that she required her own  
24 attorney to represent her.  
25  
26  
27  
28

1 Chalese has had to retain three different attorneys/firms in this matter.

2 1. Louis C. Schneider, Esq. - filed and properly adjudicated an  
3 Attorney's Lien-- the prior judge reduced an award of attorney's fees in the amount  
4 of \$10,875.00, to judgment in its Order filed August 19, 2020, but stayed  
5 enforcement until the Court's final determination. This left Chalese without funds  
6 for an attorney, and then the payment of the earned (but reduced) fees was stayed.

7 2. Pecos Law Group - multiple attorneys and staff involved -  
8 submitted a Memorandum of Fees and Costs with Brunzell factors on March 22,  
9 2022 for a total amount of Attorney's Fees & Costs requested of \$204,760.12. This  
10 Firm's involvement in this matter was for the majority of the persistent litigation  
11 (1999-2001) instituted by Adam, discovery, multiple Court hearings, etc., and the  
12 first day of trial.

13 3. Alex Ghibaud, P.C. - Michancy Cramer, Esq. submitted a  
14 Memorandum of Fees and Costs with Brunzell factors on May 12, 2022 for a total  
15 amount of Attorney's Fees & Costs requested of \$10,000 charged as a flat fee. This  
16 Firm appeared for Chalise as of December 2021 and adequately conducted the  
17 remaining trial days, and post-trial matters.

#### 18 EXPERT WITNESS FEES

19 NRS 18.005(5) states: Reasonable fees of not more than five expert  
20 witnesses in an amount of not more than \$1,500 for each witness, unless the court  
21 allows a larger fee after determining that the circumstances surrounding the  
22 expert's testimony were of such necessity as to require the larger fee.

23 The Pecos Law Group billing statements indicates that Chalese's expert  
24 witness, Dr. William O'Donohue's fee, which was paid, was in the amount of  
25 \$4,750.00.  
26  
27  
28

1 Pursuant to the factors as enumerated in *Frazier v. Drake*, 131 Nev. 632,  
2 650-51, 357 P.3d 365, 377-78 (Ct. App. 2015) (listing factors the court should  
3 consider when determining whether to award more than \$1500 under NRS  
4 18.005(5)): including "the importance of the expert's testimony to the prevailing  
5 party, the degree to which the expert's opinion aided the trier of fact in deciding the  
6 case[,] the extent and nature of the work performed by the expert," and the  
7 reasonableness of the expert's fees.

8 The Court finds that Dr. O'Donohue's testimony was crucial as his  
9 testimony in some ways agreed with, coincided with, provided further insight to,  
10 and/or was opposite to that of the only other expert, Dr. John Paglini, in his scope  
11 of reviewing/rebutting Dr. Paglini. Given that the Court has already noted herein  
12 that Dr. Paglini's report/testimony was missing some crucial situational facts,  
13 which were covered, in part, by Dr. O'Donohue, and provided the Court with a  
14 more complete picture of the situation in this matter. The excess of approximately  
15 \$3,200 over the limit in 18.005(5) is not excessive under the circumstances, and  
16 the Court is allowing the entire expert witness fee of \$4,750.00.

#### 17 ATTORNEYS FEES AND COSTS

18 THEREFORE, given all of the Memorandums of Fees and Costs, Brunzell  
19 factors, pertinent statute(s) and/or case precedent, It Is Hereby  
20

21 ORDERED this Court confirms the previously adjudicated \$10,875  
22 attorney's fees award to Louis Schneider, Esq., and hereby lifts the stay of  
23 execution; and that the Abrams and Mayo Law Firm holding proceeds in their  
24 Client Trust account is instructed to distribute the \$10,875 to Louis Schneider,  
25 Esq., within five (5) days upon receipt of this Notice of Entry of this Decree to  
26 satisfy his judgment; and it is further  
27  
28



1           ORDERED that the Court has reviewed the Brunzell factors in the  
2 Memorandum of Fees and Costs from the law firm of Alex Ghibaud, PC  
3 (Michancy Cramer, Esq.) and find them appropriate and acceptable in light of the  
4 preparedness and performance at trial of counsel. That the amount of \$10,000.00  
5 was paid in full was a flat fee to the firm, and that reimbursement is due to Chalese  
6 Solinger. That the Abrams and Mayo Law Firm are holding proceeds in their  
7 Client Trust account is instructed to distribute the amount of \$10,000 to Chalese  
8 Sollinger as and for reimbursement of attorney's fees paid within five (5) days  
9 upon receipt of Notice of Entry of this Decree; and it is further  
10

11           ORDERED that that the Court has reviewed the Brunzell factors in the  
12 Memorandum of Fees and Costs from the law firm of Pecos Law Group. The  
13 Pecos Law Group represented Chalese during the bulk of the litigation, motion  
14 practice, etc. leading up to the trial in this matter, and amassed the largest bill of  
15 attorney's fees and costs of the three firms representing Chalese in this matter, at  
16 \$204,000 inclusive. The Court has reviewed the Brunzell factors from this firm  
17 and finds them appropriate and acceptable, especially in light of the level of  
18 litigation from the Plaintiff for the two years of their representation of Chalese.

19           The amount of costs expended are the usual and customary costs  
20 associated with litigation, i.e.: filing fees, witness fees (subpoena), document fees  
21 (subpoena) and the like, and all are approved in the total amount of \$15,309.69  
22 (inclusive of expert fee).

23           The Pecos Law Group gave courtesy credits of \$27,010.72, and provided  
24 a "no Charge" in the amount of \$38,447.50, which was gracious of them, and same  
25 is so acknowledged by the Court.

26           When added together, the total amount of fees and costs actually charged  
27 in this matter was \$204,760.72, of which there is no amount due and owing to the  
28 The Pecos Law Group, and are all reimbursable to Chalese Solinger.

1 IT IS FURTHER ORDERED, that Chalese Solinger is to be reimbursed  
2 her attorney's fees and costs in the total amount of \$180,000.00 (inclusive of fees  
3 and costs) of the total amount requested by The Pecos Law Group. That the  
4 Abrams and Mayo Law Firm are holding proceeds in their Client Trust account  
5 and is instructed to distribute the balance, after the payment to Louis Schneider,  
6 Esq. (\$10,875), and Chalese Solinger (\$10,000 + \$3,799.99 community property  
7 share) with a grand total of \$24,674.99, are to distribute the remaining balance of  
8 the funds held in their CTA (\$67,835.00) to Chalese Sollinger as and for  
9 reimbursement (as against the total to be paid of the Pecos Law Group fees) of  
10 attorney's fees paid within five (5) days upon receipt of Notice of Entry of this  
11 Decree. That the Abrams and Mayo Law Firm are to provide an "accounting" of  
12 the funds held in trust and the disbursements thereunder within ten (10) days of the  
13 disbursement deadline, same to be filed with the Court and served upon all  
14 parties/counsel; and it is further

15 ORDERED that all remaining attorney's fees due and owing to Chalese  
16 Solinger after the payments from the Abrams and Mayo CTA, in the approximate  
17 amount of \$112,165.00, are owed by Adam Solinger, personally. Chalese Solinger  
18 shall have judgment against Adam Solinger in said balance amount of  
19 \$112,165.00, and same is reduced to judgment, with interest at the legal rate until  
20 paid in full, collectable by any legal means, including a wage assignment, and it is  
21 further

22 ORDERED, that once the distribution is filed by The Abrams and Mayo  
23 Law Firm, this Court will also issue a separate order for judgment with the actual  
24 balance due and owing; and it is further  
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## STATUTORY PROVISIONS

ORDERED that Both parties are required to provide their Social Security numbers on a separate form to the Court and to the Welfare Division of the Department of Human Resources pursuant to NRS 125.30. Such information shall be maintained by the Clerk in a confidential manner and not part of the public record; and it is further

ORDERED that:

**NOTICE IS HEREBY GIVEN** of the following provision of NRS 125C.0045(6):

PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation 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.

**NOTICE IS HEREBY GIVEN** that the terms of the Hague Convention of October 25, 1980, adopted by the 14<sup>th</sup> Session of the Hague Conference on Private International Law apply if a parent abducts or wrongfully retains a child in a foreign country. The parties are also put on notice of the following provisions in NRS 125C.0045(8):

If a parent of the child lives in a foreign country or has significant commitments in a foreign country:

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

(b) Upon motion of one of the parties, the court may order the parent to post a bond if the court determines that the parent poses an imminent risk of wrongfully removing or concealing the child outside the country of habitual residence. The bond must be in an amount determined by the court and may be used only to pay for the cost of locating the child and returning him to his habitual residence if the child is wrongfully removed from or concealed outside the country of habitual residence. The fact that a parent has significant commitments in a foreign country

1 does not create a presumption that the parent poses an imminent risk of wrongfully  
2 removing or concealing the child.

3  
4 **NOTICE IS HEREBY GIVEN** that the parties are placed on notice of  
5 the following provisions in NRS 125C.0065:

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

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

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

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

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

20 (b) For the purposes of harassing the relocating parent.

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

24 This provision does not apply to vacations outside Nevada planned by either party.

25  
26 **NOTICE IS HEREBY GIVEN** that they are subject to the provisions of  
27 NRS 31A.025 to 31A.240, inclusive, the parent obligated to pay child support shall  
28 be subject to wage assignment by that parent's employer should that parent  
become more than thirty days delinquent in said child support payments.

**NOTICE IS HEREBY GIVEN** that either party may request a review of  
child support pursuant to NRS 125B.145 at least every three years to determine  
whether the order should be modified or adjusted.

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**OTHER PROVISIONS**

ORDERED that the parties herein sign any and all documents that are reasonably necessary and appropriate to facilitate, as well as to effectuate the transfer of the property herein awarded, and that should any party fail to execute the necessary documents within sixty (60) days after the Notice of the Entry of the Decree of Divorce to comply with the terms herein, either party may apply to the Court, through ex-parte application, properly served on the other party, a request pursuant to NRCP 70(a) for appointment as attorney in fact to execute any and all documentation necessary to effectuate the terms of this Decree; and it is further

ORDERED that the terms set forth in this Decree of Custody may not be changed, modified, or terminated orally, and any such change, modification, or termination may only be made by a written instrument executed by the parties, or by further Order of the Court.

**THIS IS A FINAL DECREE**

Dated this 25th day of May, 2022

A handwritten signature in black ink, appearing to be 'MP', written over a horizontal line.

449 FAA A35D 2301  
Mary Perry  
District Court Judge

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

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5  
6 Adam Michael Solinger, Plaintiff | CASE NO: D-19-582245-D  
7 vs. | DEPT. NO. Department P  
8 Chalese Marie Solinger,  
9 Defendant.

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 5/25/2022

15 Jack Fleeman	jack@pecoslawgroup.com
16 Alicia Exley	alicia@pecoslawgroup.com
17 Adam Solinger	adam@702defense.com
18 Louis Schneider	lcsllawllc@gmail.com
19 Alex Ghibaudo	alex@glawvegas.com
20 Michancy Cramer	michancy@glawvegas.com
21 Adam Solinger	attorneyadamsolinger@gmail.com
22 Alex Ghibaudo	alex@glawvegas.com

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ORDR

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

\* \* \* \* \*

Adam Michael Solinger	)	Case No.: D-19-582245-D
Plaintiff,	)	Dept. P
-vs.-	)	
	)	Date: Chambers
Chalese Marie Solinger	)	Time: n/a
<u>Defendant.</u>	)	

**ORDER**

This matter having come before the court on the Plaintiff's Emergency Motion to Stay Judgment Pending Appeal and Emergency Motion for Order Shortening Time; and in reviewing this matter, the Court Finds:

1. The Court filed the Decree of Divorce (5/25/22 - Doc. 508) and Notice of Entry (5/26/22 - Doc. 509);

2. Plaintiff filed the Emergency Motion to Stay Judgment Pending Appeal (5/27/22 - Doc. 510) and Emergency Motion for Order Shortening Time (5/27/22 - Doc. 511).

3. Plaintiff submitted an Order Shortening Time, and the Court reviewed the underlying motion, and saw that there was no proof of service of the Ex-Parte Application for Order Shortening Time on opposing counsel. The Court returned the Order Shortening Time to the Plaintiff, requesting that it be resubmitted after service to opposing counsel and e-filing proof of same into the case.

1           4. Plaintiff resubmitted the Order Shortening Time, but did not efile proof  
2 of service with the Court of the ex-Parte Application as requested<sup>1</sup>. The Court took  
3 no further action, awaiting proof of service, which was never filed.  
4

5           5. Plaintiff thereafter filed a Notice of Appeal (Friday, 5/27/22 -Doc. 512  
6 at 5:04 pm), after the Court closed for the Memorial Day Weekend.

7           6. Defendant, through counsel, filed an Opposition to the Emergency  
8 Motion (5/27/22 - Doc. 513).

9           7. In the Decree, the Court awarded attorney's fees to the Defendant,  
10 release of fees already awarded to the Defendant, but was stayed until conclusion of  
11 this matter, as well as disbursement of other amounts held in the Client Trust  
12 Account of the Abrams and Mayo Law Firm, as and for community property and  
13 attorney's fees, to be dispersed five (5) days after Notice of Entry, which would be  
14 Tuesday, May 31, 2022 (not counting day of service of Notice of Entry).

15           8. At the end of Trial, the Court requested that both parties file a Closing  
16 Brief, with any other closing argument, and to include any other matters that were  
17 pertinent. The Plaintiff failed and/or refused to file a Closing Brief. Defendant's  
18 counsel did file a Closing Brief.

19           9. The sole reason provided by the Plaintiff in his Motion for Stay, was the  
20 issue of payment of all attorney's fees, simply because the Court did not take "into  
21 account" that the prior Judicial Officer awarded attorney's fees to Adam in the  
22 amount of \$3,888.50 as it pertained to discovery, and a general argument as to the  
23 other attorney's fees awarded. Plaintiff also proffered an imprudent argument of  
24 attorney's fees awards under *Sargeant v. Sargeant*, 88 Nev. 223, 226, 495 P.2d 618  
25 (1972), as noted in Defendant's Opposition, which are right on point, in that  
26 Sargeant fees is not a "one time only" award but rather goes throughout the case

27           <sup>1</sup> *Maheu v. Eighth Jud. Dist. Ct. ex.rel. County of Clark*, 88 Nev. 26, 34, 493 P.2d 709, 714 (1972);  
28           *Turner v. Saka*, 90 Nev. 54, 518 P.2d 608 (Nev., 1974); *Matthews v. Second Jud. Dist. Ct. ex.rel.*  
              *County of Washoe*, 91 Nev. 96, 98, 531 P.2d 852, 853 (1975); and its progeny, all relating to  
              procedural due process and ex-parte applications/orders.



1 including post decree matters, to keep the parties on “equal footing” throughout the  
2 children’s minority.

3           10. The Plaintiff argues that the Court did not include his award of fees.  
4 By way of explanation of the fees awarded, if not fully clear in the Decree, are as  
5 follows:  
6

7           (a) The Court found that the Plaintiff was the primary reason for the  
8 majority of the litigation which took place in this matter, which the Court found to  
9 be unwarranted;

10           (b) In the Decree, the Court found that much of the litigation was  
11 caused as a result of the Plaintiff’s actions, and under appropriate case law,  
12 including, *inter alia*, *Sargeant, supra*, that given the disparity of income (Plaintiff an  
13 attorney with about \$10,000/GMI, versus the Defendant, who was a stay at home  
14 mother until the last couple of years at a fraction of what the Plaintiff earned), that  
15 an award of attorney’s fees were warranted.

16           (c) The fees to Louis Schneider, Esq., were already awarded,  
17 reduced to judgment and stayed until the conclusion of the case, which is the  
18 Decree.

19           (d) The fees to the Alex Ghibaud, PC lawfirm were flat fee, despite  
20 the attorney hours to prepare and the additional full days of trial; the firm provided a  
21 Memorandum of Fees and costs with Brunzell factors which the Court accepted (see  
22 (a) & (b) above).

23           (e) The issue then becomes the Memorandum of Fees and Costs  
24 from The Pecos Law Group, with acceptable Brunzell factors, who handled the  
25 majority of the motion practice in this matter from August 2019 through September  
26 2021. Despite their generosity of either “not charging (\$38,447.50)” or “courtesy  
27 credits (\$27,010.72)” of about \$65,000, there still were fees and costs in the total  
28 amount of \$204,760.72 in a divorce action that did not have any major financial  
issues, but rather the majority of the time spent on custody. The Court discounted  
the \$204,760.72 to a total of \$180,000.

1 (f) The Court requested a Closing Brief from the Plaintiff which  
2 was to address any other issue which the trial either did not cover or should be  
3 included in the Court's final Decree. The Plaintiff failed to provide a Closing Brief,  
4 wherein he could have provided the Court the prior fee award as it related to  
5 discovery.

6 (g) The Court finds that the \$3,888.50, as well as any other amounts  
7 for fees, as sought by the Plaintiff, is included as part of the discounted amount to  
8 The Pecos Law Group fees.

9 *NOW, THEREFORE*, with the Court having reviewed the pleadings and papers on  
10 file in this matter, and good cause appearing, It Is Hereby

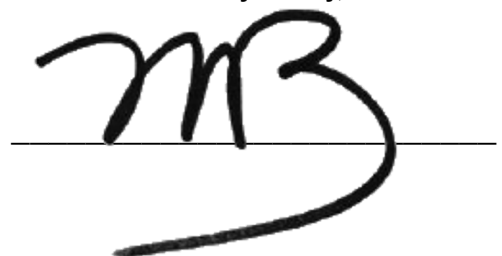
11 ORDERED that the Plaintiff's Emergency Motion for Stay be and hereby  
12 is Denied; and it is further

13 ORDERED that all payments as ordered in the Decree of Divorce are to be  
14 timely disbursed by the Abrams and Mayo Law Firm; and it is further

15 ORDERED that the Hearing on Plaintiff's Motion to Reconsider Decision  
16 After Defendant's Motion to Place on Calendar and Take Testimony, the  
17 Defendant's Opposition and Countermotion thereto, currently set for June 22, 2022,  
18 shall be vacated. That once the Court is advised as to the issues on appeal, and  
19 depending on what may or may not be collateral to the appeal (or if necessary, once  
20 the appeal has concluded) this motion as well as Defendant's Countermotion for  
21 Attorney's Fees for the Motion for Stay shall be placed on the Court's calendar for  
22 hearing.

23 **SO ORDERED**

Dated this 31st day of May, 2022

24   
25  
26  
27  
28

17A 055 8788 5998  
Mary Perry  
District Court Judge

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Adam Michael Solinger, Plaintiff | CASE NO: D-19-582245-D  
7 vs. | DEPT. NO. Department P  
8 Chalese Marie Solinger,  
9 Defendant.

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 5/31/2022

15 Jack Fleeman	jack@pecoslawgroup.com
16 Alicia Exley	alicia@pecoslawgroup.com
17 Adam Solinger	adam@702defense.com
18 Louis Schneider	lcsllawllc@gmail.com
19 Alex Ghibaudo	alex@glawvegas.com
20 Adam Solinger	attorneyadamsolinger@gmail.com
21 Alex Ghibaudo	alex@glawvegas.com
22 Michancy Cramer	michancy@glawvegas.com

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24  
25  
26  
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Adam S &lt;attorneyadamsolinger@gmail.com&gt;

---

**Solinger v. Solinger D-19-582245-D Notice Pursuant to NRAP 27**

---

Adam S &lt;attorneyadamsolinger@gmail.com&gt;

Fri, May 27, 2022 at 10:58 AM

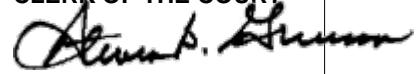
To: "Tyrrell, Brooke" <deptplc@clarkcountycourts.us>, Michancy Cramer <michancy@glawvegas.com>, Alex Ghibaudo <alex@glawvegas.com>, Charles Goodwin <charles@goodwinlawgroup.net>

Please be advised that I have filed an emergency motion to stay the disbursement of funds pending appeal. I have also filed a request for an order shortening time on that request. Given that the Court ordered the disbursement to occur within 5 days of service of the order, I will seek emergency relief from the Nevada Supreme Court if my request to stay is not granted.

Under NRAP 27(e), I am required to notify all parties. As this would be a writ of mandamus asking that the Supreme Court compel this Court to do something, the Court would be a party to the caption and the defendant would be the real party in interest. Thus, please allow this email to serve as notification of my intent to file an emergency motion as soon as it becomes necessary.

--

Adam M. Solinger



**OPPC**

Alex B. Ghibauda, Esq.

Nevada Bar Number: 10592

Michancy M. Cramer

Nevada Bar Number: 11545

**ALEX GHIBAUDO, PC**

197 E California Ave Suite 250

Las Vegas, Nevada 89104

T: (702) 462-5888

F: (702) 924-6553

E: alex@glawvegas.com

*Attorney for Defendant*

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

ADAM MICHAEL SOLINGER,

Plaintiff,

vs.

CHALESE MARIE SOLINGER,

Defendant.

Case Number: D-19-582245-D

Department P

**DEFENDANT'S OPPOSITION**

**COMES NOW**, Defendant, CHALESE SOLINGER (“Chalese”), by and through her attorney of record, MICHANCY M. CRAMER, ESQ., of ALEX GHIBAUDO, P.C., and hereby files this *Opposition*.

This *Opposition* is based upon the attached Memorandum of Points and Authorities, any supporting exhibits provided in on file herein, any/all pleadings and papers on file herein, and any further evidence or argument presented to the

1 Court at the hearing of this matter.

2 As set forth herein, Chalese respectfully requests that the Court:

- 3 1. Enter an Order denying Plaintiff's Motion in its entirety;  
4  
5 2. Award Chalese any other relief this Court deems just and appropriate.

6 **DATED** this 27<sup>th</sup> day of May, 2022.

7 Respectfully Submitted,

8 *//s//Michancy M. Cramer*

9 **Michancy M. Cramer, Esq.**  
10 *Attorney for Defendant*  
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**  
3 **FACTS**

4 After over three (3) years of baseless litigation, Plaintiff, ADAM  
5 SOLINGER (“Adam”) completely failed to make his case before this Court. His  
6 exhibits were admitted fully and without objection pursuant to stipulation by  
7 Defendant, CHALESE SOLINGER (“Chalese”) and her counsel. This Court  
8 repeatedly advised Adam that nothing he had presented amounted to grounds that  
9 would overcome this State’s preference for joint custody and yet he persisted.  
10 We’re now in a position to be finally done with this case and, in a move that  
11 surprises no one, Adam is trying to prevent dispersal of funds that were awarded to  
12 Chalese while also threatening an appeal.  
13  
14

15 Adam’s motion indicates that he has, yet again, failed to understand the  
16 laws, rules, and precedent that govern both attorneys and the Court in the Family  
17 Court Division. His motion is procedurally improper, vexatious, and without legal  
18 justification.  
19  
20

21 **II.**  
22 **LAW AND ANALYSIS**

23 **A. Adam Makes Several Irrelevant Claims**

24 Adam begins by claiming that Judge Moss’s award to him of \$3,888.50 as a  
25 discovery sanction from February of 2019 is relevant to the present award. He also  
26 mentions that Judge Moss deferred an award of fees for an Opposition that he filed  
27  
28

1 opposing Chalese's attempts to restore Joint Physical Custody.

2  
3 To begin, this Court has already made clear that many of the Orders issued  
4 by the previous Court were improper. Chalese was punished for alleged use of  
5 marijuana, but, as this Court pointed out, marijuana is legal in this State, this is a  
6 State Court, and there was never any proof offered that Chalese was actually  
7 *abusing* marijuana. More alarming, the previous Court admitted in open court to  
8 modifying child custody and taking Joint Physical Custody away from Chalese as a  
9 way of "getting her attention." Such a modification is strictly prohibited and there  
10 is a litany of caselaw already cited by this Court in the Decree affirming that. The  
11 Decree is incorporated pursuant to EDCR 10(c). Now Adam wants to hang his hat  
12 on past orders that were likely improper in the first place. That makes no sense.  
13  
14  
15

16 The discovery sanction Adam references was in 2020, not 2019. The  
17 Answer was not even filed until February of 2019 so there was no way discovery  
18 could have been in dispute by February 19, 2019. As Adam admits, that matter  
19 was deferred to trial. Just because he was not awarded fees does not mean it was  
20 not considered. In fact, the Decree was quite clear in that the totality of the  
21 litigation was taken under consideration. The Court noted in its opinion that Pecos  
22 Law Group charged \$204,000 in fees with \$27,010.72 in courtesy credits and  
23 \$38,447.50 in legal services were provide at "No Charge." Chalese was awarded  
24 \$180,000 in legal fees. There is nothing in the Court's order to substantiate  
25  
26  
27  
28 Adam's claim that the past orders were not taken into consideration or that they



1 were somehow ignored.

2  
3 Judge Bell denying Chalese's countermotion for fees and costs in opposing  
4 Adam's ill-considered motion to disqualify is irrelevant. Adam's motion was a  
5 baseless, vexatious motion (as have been the majority of his filings in this case)  
6 and all it did was delay and obstruct the handling of this matter. Adam claims it is  
7 "unclear" whether the Court's award of fees takes this into account; however, the  
8 wording in the Decree makes it clear that the Court's award is based on the totality  
9 of the litigation and the circumstances, not on one particular finding or ruling.  
10  
11

12 Adam has clearly picked through the history of the case, desperately trying  
13 to paint a picture that he is somehow entitled to an award or he has been wronged.  
14 He attempts to pick out a few discrete instances as justification for his motion, but  
15 his efforts are misplaced. Adam complains that the Decree does not recite the  
16 entire procedural history of the case when in reality, if the entire history of the case  
17 was recited, the Decree would be hundreds of pages long. Adam has filed so often  
18 and so vexatiously in this case that the register of actions is as long as novel. The  
19 Decree succinctly and appropriate referenced several noteworthy filings, but did  
20 not recite the entire case history in exact detail; nor is it required to.  
21  
22  
23

24  
25 **B. Adam Misinterprets *Sargeant v Sargeant***

26 The Nevada Supreme Court's ruling in *Sargeant v. Sargeant*, 88 Nev. 223,  
27 226, 495 P.2d 618 (1972) provides that a party "must be afforded [their] day in  
28

1 court without destroying [their] financial position” and that they “should be able to  
2 meet [their] adversary in the courtroom on an equal basis.” Adam appears to be  
3 operating under the presumption that this means the preliminary award of \$10,000  
4 that Judge Moss awarded Chalese at the start of litigation is *all* that Chalese is  
5 entitled to under *Sargeant*. By its very wording, the Court’s opinion in *Sargeant*  
6 says otherwise. “Equal footing” does not mean that an initial, preliminary award  
7 somehow precludes any further award under *Sargeant*. There is nothing in the  
8 plain language reading of *Sargeant* that precludes a court from awarding additional  
9 fees and costs at the conclusion of litigation.  
10  
11  
12

13 Adam characterizes this award as a retroactive sanction which, frankly, is  
14 demonstrative of how Adam views this entire case. When he does not get his way,  
15 everyone else is wrong and his actions are flawless. Reality is a lot harsher than  
16 that. Adam over litigated this case and has made repeated and outrageous claims  
17 against Chalese and her loved ones and he has simply failed to prove his case. He  
18 was given literally years to litigate this matter. He conducted numerous  
19 depositions. He filed motion after motion after motion. He has treated opposing  
20 counsel with arrogant disdain. And he has done all of this at his own peril.  
21  
22  
23

24 As any family court practitioner would have advised him, if a party is not  
25 reasonable in family court, they run the very real risk of paying the opposing  
26 party’s fees and costs. Not only does *Sargeant* provide the Court with the legal  
27 basis to award fees based on the financial position of the parties, but the numerous  
28

1 cases and statutes cited by the Court in the Decree provide additional basis.

2 Adam goes on to complain that Chalese's filings are not mentioned. This is  
3 a disingenuous argument if there ever was one. Adam filed over and over and over  
4 again in this case, each time seeking to take more and more time and control away  
5 from Chalese. Of course Chalese filed – she HAD to file because she had to not  
6 only oppose his filings, but she has had to fight for every minute of time she has  
7 had with her children for the last three years. This is a beast of Adam's creation; it  
8 is neither Chalese's nor this Court's fault if he doesn't like the outcome of  
9 unleashing that beast.  
10  
11  
12

13 NRS 18.010(2)(b) provides that “[i]t is the intent of the Legislature that the  
14 court award attorney's fees pursuant to this paragraph and impose sanctions...in all  
15 appropriate situations to punish for and deter frivolous or vexatious claims and  
16 defenses because such claims and defenses overburden limited judicial resources.”  
17 In the present matter, Adam has put forth a baseless claim that appears anchored to  
18 his misapplication of the Court's ruling in *Sargeant*. As Adam has told us many,  
19 many times, he is the plaintiff *and* an attorney. A pro se litigant does not get away  
20 with this kind of vexatious litigation; Adam most certainly should not. Chalese  
21 should be awarded her fees and costs in having to oppose this frivolous motion.  
22  
23  
24  
25

### 26 **C. Brunzell Factors WERE Briefed**

27 Contrary to Adam's suggestion that the Court did not consider the factors  
28

1 outlined in *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31,  
2 33 (1969), the Court in fact DID. Page 46 of the Decree (on file herein) did recite  
3 the factors that the Court considered. On page 51 of the Decree, the Court found  
4 the *Brunzell* factors, as briefed by counsel, “appropriate and acceptable” for both  
5 Alex Ghibaud, PC and Pecos Law Group. The Court accepted the briefing from  
6 both law firms as appropriate and acceptable. There is no need for rote recitation  
7 when the memorandum of fees and costs from both firms is on file herein.  
8 Furthermore, Adam was given notice and opportunity to oppose both  
9 memorandums. He did not. Nor did he bother filing a closing brief as directed by  
10 the Court.  
11

#### 12 **D. Chalese Was Not Given Funds**

13 Adam claims that his parent’s generosity was held against him, but  
14 Chalese’s was not. Chalese was not *given* funds to litigate this case; nor was she  
15 able to benefit from a legal education herself. Her mother loaned her money. The  
16 promissory note she signed was submitted as Defendant’s Exhibit YY. All  
17 exhibits were admitted by stipulation, but Chalese is happy to submit another copy  
18 if the Court directs her to do so. Other than the funds this Court ordered paid  
19 directly to counsel, the rest of the money awarded will be going right back to  
20 Chalese’s mother.  
21

22 Adam, on the other hand, *was* given money. He hired one of the  
23 community’s premier family law firms, The Abrams & Mayo Law Firm, with  
24 partner Vince Mayo sitting co-counsel for much of this case. His father testified to  
25 gifting him \$85,000 in equity for the marital residence and Adam currently resides  
26  
27  
28

1 in a home that was gifted, in part, to him and Jessica Sellers by his parents.

2 Adam's parents are both medical professionals with his father being a  
3 gastroenterologist.

4  
5 Adam goes on to essentially argue that Chalese lost motions in front of  
6 Judge Moss and it is what it is – she lost so she's not entitled to fees. Not only  
7 were several of Judge Moss's rulings flawed, such as when she changed custody to  
8 get Chalese's attention, and those flaws were argued by Chalese's counsel at the  
9 time. This argument also indicates Adam's own inability to accept responsibility.  
10 He CHOSE to over litigate this case. He CHOSE to chip away at Chalese's time  
11 with the children to the point that she barely had custodial time with them. He  
12 CHOSE to file motion after motion after motion. He CHOSE to have her  
13 followed. He CHOSE to file repeated CPS reports. He CHOSE not to be a  
14 cooperative co-parent, but rather a vexatious, arrogant litigant. Adam does not get  
15 to escape responsibility now by blaming Judge Moss.  
16  
17

18 **E. Adam's Motion Is Without Merit**

19 Adam proceeds to argue under NRAP 8(c), but his motion was filed days  
20 before his appeal. In fact, his notice of appeal was filed as this Opposition was  
21 being prepared for filing. Nevertheless, the factors as outlined in NRAP 8(c) are  
22 offered below:  
23

24 **(1) Whether the object of the appeal or writ petition will be defeated if**  
25 **the stay or injunction is denied;**  
26

27 While Adam claims the object of his appeal will be the award of attorney  
28 fees, it is highly doubtful that he is going to accept any part of the Court's order in

1 light of his history of vexatious and meritless demands, as well as his rude and  
2 unfounded accusations of bias. It is more than likely that the object of his appeal is  
3 going to be the entire Decree. He essentially stated as much in open court.  
4 Nothing Adam has briefed or argued supports his claim and the caselaw on point  
5 has been cited extensively by the Court. Adam has been given every opportunity  
6 to course correct and he chose to litigate this case to the bitter end. He failed to  
7 prove his case and is dissatisfied with the outcome; however, that does not change  
8 the fact that Chalese is still entitled to meet him “on equal footing” before the  
9 Court. Whether he “won” or “lost” is irrelevant, given the Court’s ruling in  
10 *Sargeant* and the vast income disparities in this case, Adam was going to pay fees  
11 and costs. He chose to over litigate this case, forced Chalese to respond to protect  
12 her rights as a parent, and now he is bearing the fruit of those decisions. If he  
13 actually follows through and only appeals the award of fees and costs, which is  
14 doubtful, he is not likely to succeed. Admittedly, without the stay, the object of his  
15 appeal would be defeated insomuch as it is money and will go to paying back  
16 Chalese’s mother for the fees she paid on her behalf.  
17  
18  
19

20 **(2) Whether appellant/petitioner will suffer irreparable or serious injury**  
21 **if the stay or injunction is denied;**  
22

23 Adam of course claims he will suffer irreparable harm or injury if the stay is  
24 denied; however, as briefed above, he is unlikely to succeed on the merits of his  
25 appeal. The stay he seeks involves the dispersal of money. Adam has to pay  
26 Chalese anyways. He is not going to be irreparably harmed by the loss of money  
27 that, really, he never possessed. It was a gift of equity in the marital residence.  
28

1 Adam is a practicing attorney who earns a very comfortable living as such. His  
2 family is wealthy as demonstrated by the fact that they have purchased two homes  
3 for Adam.

4  
5 Adam has improperly interpreted the holding in *Sargeant* and fails to accept  
6 responsibility for his own behavior and decisions in handling this case. Chalese  
7 has outstanding bills that she has to pay; primarily, the promissory note that she  
8 signed agreeing to pay her mother back for the loan of legal fees.

9  
10 **(3) Whether respondent/real party in interest will suffer irreparable or**  
11 **serious injury if the stay or injunction is granted;**

12 Chalese has already been irreparably harmed by this litigation. Her mother  
13 has loaned her hundreds of thousands of dollars in retaining attorneys, hiring  
14 experts, and litigating this monstrosity of a divorce. It is time for this case to be  
15 done, the bills to be paid, and life to go on. Of course Adam is not going to settle  
16 for that because he is apparently constitutionally unable to move on, but that does  
17 not mean that Chalese needs to live another two years with these bills hanging over  
18 her head in an appeal that Adam is more than likely going to lose.

19  
20  
21 **(4) Whether appellant/petitioner is likely to prevail on the merits in the**  
22 **appeal or writ petition.**

23 Adam's motion already indicates that his appeal facially insufficient. He  
24 clearly does not understand the application of *Sargeant* and lacks the self-  
25 awareness to understand that the award of fees is not based on a discrete, single  
26 finding, but rather the case as a whole and specifically on how he conducted  
27 himself during this case. This Court made specific findings that there was blame to  
28

1 go around, but that Adam’s “continued bad faith and unreasonable conduct  
2 permeated the entirety of the litigation.” (See Decree, on file herein, page 21.)  
3 “Findings of fact, whether based on oral or other evidence, must not be set aside  
4 unless clearly erroneous, and the reviewing court must give due regard to the trial  
5 court’s opportunity to judge the witnesses’ credibility.” NRCP 52(a)(6).  
6

7 Despite his over abundance of confidence, Adam is highly unlikely to  
8 prevail on an appeal. There is more than sufficient grounds for the award of fees  
9 and costs as well as the entirety of the Court’s Findings of Facts and Conclusions  
10 of Law. Adam’s behavior has been abominable and, frankly, this writer found the  
11 Decree gracious and optimistic in light of his actions over the past three and half  
12 years.  
13

14 Adam’s request for a stay should be denied.  
15

16 **F. Chalese Should Be Granted Her Fees And Costs For Having To**  
17 **Oppose This Frivolous Motion**  
18

19 Chalese should be awarded her fees and costs for having to oppose this  
20 frivolous motion pursuant to NRS 18.010. Upon the Court’s direction, a  
21 memorandum of fees and costs with the appropriate *Brunzell* analysis can be  
22 submitted.  
23

24 **III.**  
**CONCLUSION**

25 **WHEREFORE**, based upon the foregoing, and for the reasons set forth  
26 herein, Chalese respectfully requests that the Court:  
27

- 28 1. Enter an Order denying Plaintiff’s Motion in its entirety;



1           2.       Award Chalese any other relief this Court deems just and appropriate.

2       **DATED** this 27th day of May, 2022.

3  
4                               Respectfully Submitted,

5                               *//s//Michancy M. Cramer*

6                               **Michancy M. Cramer, Esq.**  
7                               *Attorney for Defendant*

1                                    **DECLARATION OF MICHANCY M. CRAMER, ESQ.**

- 2                    1. I, Michancy M. Cramer, Esq., represent the Defendant, Chalese Solinger, in
- 3                    the above action and am competent to testify to the facts contained herein.
- 4
- 5                    2. Alex Ghibaud, Esq. of this firm did reach out via email to Plaintiff, Adam
- 6                    Solinger, regarding the procedural and substantive deficiencies in his Motion
- 7                    today, May 27, 2022, and Adam declined to compromise.
- 8
- 9                    3. Since I was retained to represent Chalese Solinger in December of 2021
- 10                   Adam has filed multiple motions on a variety of issues. My office has
- 11                   represented her on those motions and continues to do so.
- 12
- 13                   4. Adam is unwilling to accept virtually anything that is not completed exactly
- 14                   as he sees fit. For example, a motion was filed in March by Chalese
- 15                   regarding an incident in her home. She then filed for an OST that was
- 16                   granted. Adam promptly filed for *another* OST because he was not satisfied
- 17                   with the date that was given and he wanted an earlier date.
- 18
- 19
- 20                   5. Chalese continues to incur fees and costs defending herself against Adam's
- 21                   vexatious and harassing litigation.
- 22
- 23                   6. I have prepared and read the foregoing Opposition and believe the facts as
- 24                   stated to be true, and as to those facts stated upon information and belief, I
- 25                   believe them to be true.
- 26
- 27                   7. I am signing this Declaration in support of the above Opposition because of
- 28                   the application for an OST that Adam filed and in the interest of getting it

1 filed immediately. My client shall be made available to testify under oath in  
2 support of this Opposition should the Court deem it necessary.  
3

4 8. Further declarant sayeth naught.

5 **I declare under penalty of perjury under the laws of the State of Nevada**  
6 **(NRS 53.045 and 28 U.S.C. § 1746), that the forgoing is true and**  
7 **correct.**

8 **DATED** this 27<sup>th</sup> day of May, 2022.

9 *//s//Michancy M. Cramer*  
10

11 

---

**Michancy M. Cramer**  
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- [ ] Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D), and Administrative Order 14-2 captioned “*In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court*,” by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system;
- [ x] By depositing a copy of same in a sealed envelope in the United States Mail, postage pre-paid, in Las Vegas, Nevada;
- [ ] Pursuant to EDCR 7.26, sent via facsimile by duly executed consent for service by electronic means.

Adam Solinger  
7290 Sea Anchor Ct  
Las Vegas, NV 89131  
attorneyadamsolinger@gmail.com  
*Plaintiff*

**Alex Ghibaud, P.C.**  
*Attorneys for Defendant*

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

**Adam Solinger**

Plaintiff/Petitioner

vs.

**Chelese Solinger**

Defendant/Respondent

Case Number: **D-19-582245-D**Department: **P**

**MOTION/OPPOSITION  
FEE INFORMATION SHEET**

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

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

<input type="checkbox"/>	<b>\$25</b>	The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
-OR-		
<input checked="" type="checkbox"/>	<b>\$0</b>	The Motion/Opposition being filed is not subject to the \$25 reopen fee because:
	<input type="checkbox"/>	The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
	<input type="checkbox"/>	The Motion/Opposition is being filed solely to adjust the amount of child support established in a final Order.
	<input type="checkbox"/>	The Motion/Opposition is for reconsideration or for a new trial and is being filed with 10 days after a final judgment or Decree was entered. The final Order was entered on: _____.
	<input checked="" type="checkbox"/>	Other Excluded Motion

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

<input checked="" type="checkbox"/>	<b>\$0</b>	The Motion/Opposition being filed is not subject to the \$129 or \$57 fee because:
	<input checked="" type="checkbox"/>	The Motion/Opposition is being filed in a case not initiated by Joint Petition.
	<input type="checkbox"/>	The party filing the Motion/Opposition previously paid a fee of \$129 or \$57
-OR-		
<input type="checkbox"/>	<b>\$129</b>	The Motion/Opposition being filed with this form is subject to the \$129 fee because it is a Motion to modify, adjust, or enforce a final Order.
-OR-		
<input type="checkbox"/>	<b>\$57</b>	The Motion/Opposition being filed is subject to the \$57 fee because it is an Opposition to a Motion to modify, adjust, or enforce a final Order or it is a Motion and the opposing party has already paid a fee of \$129.

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

The total filing fee for the Motion/Opposition I am filing with this form is

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

Party filing Motion/Opposition: **Defendant**Date: **5-24-22**Signature of Party or Preparer: //s//Michancy M. Cramer