

# IN THE SUPREME COURT OF THE STATE OF NEVADA

## INDICATE FULL CAPTION:

ADAM MICHAEL SOLINGER,

Appellant,

vs.

CHALESE MARIE SOLINGER,

Respondent.

No. 84832

Electronically Filed  
Jul 05 2022 08:42 p.m.

DOCKETING STATEMENT  
CIVIL APPEALS  
Elizabeth Brown  
Clerk of Supreme Court

## GENERAL INFORMATION

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

## WARNING

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

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

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

1. Judicial District Eighth Department P  
County Clark Judge Perry

District Ct. Case No. D-19-582245-D

**2. Attorney filing this docketing statement:**

Attorney Vincent Mayo, Esq. Telephone 702-222-4021

Firm The Abrams & Mayo Law Firm

Address 6252 S. Rainbow Blvd., Suite 100  
Las Vegas, Nevada 89118

Client(s) Adam Michael Solinger

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

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

Attorney Alex B. Ghibaud, Esq. Telephone 702-978-7090  
Michancy M. Cramer, Esq.

Firm Law Office of Alex B. Ghibaud, P.C.

Address 197 E. California St., Ste. 250  
Las Vegas, Nevada 89104

Client(s) Chalese Marie Solinger

Attorney \_\_\_\_\_ Telephone \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

Client(s) \_\_\_\_\_

(List additional counsel on separate sheet if necessary)

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

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

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

- ☒ Child Custody  
☐ Venue  
☐ Termination of parental rights

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

*Solinger v. Schneider, Esq.*, docket no. 81787

*Solinger v. Eighth Judicial Dist. Ct. (Solinger)*, docket no. 84795

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

N/A

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

This is a divorce action with contested custody claims over the parties' two minor children. Following a 5-day bench trial, the district court adjudicated claims regarding child custody and support, community property, separate property, alimony, and attorney's fees and costs.

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

1. Whether the district court erred by wrongfully applying the factors set forth in NRS 125C.0035(4) in denying Adam's request for primary physical custody of the parties' minor children.
2. Whether the district court erred by making insufficient findings in support of denying Adam's request for primary physical custody of the parties' minor children.
3. Whether the district court made orders and findings inconsistent with the law of the case doctrine by finding at trial that:
  - a. "[t]he way Chalese was treated by the prior Court was abhorrent."
  - b. "[b]ut for the above actions by the prior judge affirming Adam's actions (either directly or indirectly), Chalese would be awarded primary physical custody."
  - c. "Chalese should be awarded primary physical custody; however, it is unfortunate that the prior judge, whether intentionally or overtly, enabled and/or endorsed these actions causing these stunts to continue."
  - d. The prior district court judge (Judge Cheryl Moss) made multiple "inappropriate" orders during the pendency of the litigation.
  - e. Prior motion practice initiated by Adam "was intended to harass, was frivolous and unnecessarily extending litigation, causing unnecessary delay, and to increase the cost of litigation, and when added to the previously found the level at which Adam prosecuted this matter in a scorched earth litigation tactic, requires fees to be awarded due to Adam's unwarranted behavior and his bad faith tactics" even though Judge Moss, who presided over the majority of the case while it was being litigated, regularly granted Adam's requests related to the best interest of the minor children, including making findings that Chalese was neglecting the children's educational and medical needs, was exposing the children to illegal drug use by her and her boyfriend, had the children living with her boyfriend who had threatened domestic violence against Adam at least two times, in addition to a slew of other parental short comings on Chalese's part, and where Chalese did not request to be reconsidered.
4. Whether the district court erred in failing to neither account for nor award Adam his \$85,000 separate property interest in the former marital residence.
5. Whether the district court erred in awarding Chalese a survivorship interest in Adam's PERS and ordering an equal division of the survivorship benefit premium.
6. Whether the district court erred by unequally dividing the medical (100 percent to Adam without offset) and schooling expenses (65/35 percent, with Adam responsible for the larger portion) for the minor children based on a "disparity of income of the parties" without an analysis of how the district court reached the division.

7. Whether the district court erred by unequally dividing the tax claims over the minor children without making specific findings.
8. Whether the district court erred by unequally dividing the costs of the minor children's extracurricular activities without making specific findings.
9. Whether the district court erred in retroactively overruling/reversing the prior Judge's findings of fact in adjudicating child custody and an award of attorney's fees.
10. Whether the district court erred in awarding Chalese \$190,875 in attorney's fees and costs by failing to correctly apply the factors set forth in *Brunzell v Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969), without an examination as to who is relatively responsible for the fees and the result of the prior litigation where Adam was routinely the prevailing party.
11. Whether the district court wrongfully applied *Logan v. Abe*, 131 Nev. 260, 350 P.3d 1139 (2015), when awarding Chalese attorney's fees on a disparity in income, where Chalese's mother paid almost all of her attorney's fees and where the district court did not find that these payments were anything other than a gift from Chalese's mother.
12. Whether the district court erred in making its order regarding its award of expert fees.
13. Whether the district court erred in awarding Chalese any attorney's fees billed by her former counsel, Louis Schneider, Esq., whose fees Chalese stated she desires to contest and where Adam is in no position to intervene in that contractual dispute between Chalese and her former counsel.
14. Whether the Court could consider Respondent's Closing Argument Brief when Respondent's Brief was never served on Appellant.
15. Whether Judge Perry erred in not disclosing the nature of her relationship with Alex Ghibaudo until trial had already resumed.
16. Whether Judge Perry erred in not granting Adam's request to recuse herself based upon her conduct during trial.
17. Other matters under review.

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

N/A

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

☒N/A

☐Yes

☐No

If not, explain:

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

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

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

☐ A substantial issue of first impression

☐ An issue of public policy

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

☐ A ballot question

If so, explain:       N/A

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

This matter concerns a family law issue and should be assigned to the Court of Appeals pursuant to NRAP 17(b)(10).

**14. Trial.** If this action proceeded to trial, how many days did the trial last? 5

Was it a bench or jury trial? Bench

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

No.

## TIMELINESS OF NOTICE OF APPEAL

**16. Date of entry of written judgment or order appealed from** 05/25/2022

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

**17. Date written notice of entry of judgment or order was served** 05/26/2022

Was service by:

☐ Delivery

☒ Mail/electronic/fax

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

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

☐ NRCP 50(b)      Date of filing \_\_\_\_\_

☐ NRCP 52(b)      Date of filing \_\_\_\_\_

☐ NRCP 59      Date of filing \_\_\_\_\_

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

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_

(c) Date written notice of entry of order resolving tolling motion was served \_\_\_\_\_

Was service by:

☐ Delivery

☐ Mail/electronic/fax

**19. Date notice of appeal filed** 05/27/2022

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

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

NRAP 4(a)(1)

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**SUBSTANTIVE APPEALABILITY**

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

(a)

- |   |                                       |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205   |
| <input type="checkbox"/> NRAP 3A(b)(2)            | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3)            | <input type="checkbox"/> NRS 703.376  |
| <input type="checkbox"/> Other (specify)          |                                       |
- 

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

The *Decree of Divorce* was entered by the district court on 05/25/2022. Notice of entry of the *Decree of Divorce* was entered on 05/26/2022. Adam filed his notice of appeal on 05/27/2022.



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

(a) Parties:

Adam Michael Solinger, Plaintiff  
Chalese Marie Solinger, Defendant

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

N/A

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

Adam filed for divorce, joint legal and primary physical custody of the parties' minor children, child support, and division of assets and debts. Chalese filed a counterclaim for divorce, joint legal and joint physical custody of the parties' minor children, child support, division of assets and debts, an award of alimony, and an award of attorney fees. Each of the parties' respective claims were adjudicated in the *Decree of Divorce* entered on May 25, 2022, following a 5-day bench trial.

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

☒ Yes

☐ No

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

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

N/A

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

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

## VERIFICATION

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

Adam Michael Solinger

Name of appellant

Vincent Mayo, Esq.

Name of counsel of record

07/05/2022

Date

/s/ Vincent Mayo, Esq.

Signature of counsel of record

Clark County, Nevada

State and county where signed

## CERTIFICATE OF SERVICE

I certify that on the 5<sup>th</sup> day of July, 2022, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By electronic service via the Master List pursuant to NEFCR 9 to the following:

Alex B Ghibaud, Esq.  
Michancy M. Cramer, Esq.  
Attorneys for Respondent

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

Lansford W. Levitt  
4230 Christy Way  
Reno, Nevada 89519  
Settlement Judge

Dated this 5<sup>th</sup> day of July, 2022.

/s/ David J. Schoen, IV, ACP

Signature

01/04/2019

*Adam S. Solinger*

CLERK OF THE COURT

COM

ADAM M. SOLINGER, ESQ.

Nevada Bar No.: 13963

**LAS VEGAS DEFENSE GROUP, LLC.**

2970 West Sahara Avenue

Las Vegas, Nevada 89102

Tel: (702) 378-2407

Fax: (702)974-0524

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

ADAM M. SOLINGER

Plaintiff,

vs.

CHALESE M. SOLINGER,

Defendant.

CASE NO:

**D-19-582245-D**

DEPT NO:

**Dept. I**

**COMPLAINT FOR DIVORCE**

COMES NOW, Plaintiff, ADAM M. SOLINGER, and states his cause of action against Defendant, CHALESE M. SOLINGER, as follows:

I. That Plaintiff is a resident of the State of Nevada, and for a period of more than six weeks before commencement of this action has resided and been physically present and domiciled therein, and during all of said period of time, Plaintiff has had, and still has, the intent to make said State of Nevada, his home, residence, and domicile for an indefinite period of time.

II. That Plaintiff and Defendant were married in Clark County, Nevada on or about the 12th day of May of 2012 and are husband and wife.

III. That there are two (2) minor children of the marriage, to-wit: Michael Adam Solinger, born June 16, 2015, now age 3; and Marie Leona Solinger, born August 28, 2017, now age 1. There are no adopted children, and to the best of Plaintiff's knowledge,

1 Defendant is not now pregnant.

2 IV. That the parties should be granted joint legal care, custody, and control of said  
3 minor children.

4 V. That the Plaintiff should be awarded primary physical care, custody, and control  
5 of said minor children because upon information and belief Defendant intends to relocate  
6 to Pahrump, Nevada. The specifics of a holiday schedule are requested to be the standard  
7 even and odd arrangement.

8 VI. That child support should be established for said minor children, pursuant to  
9 statute and applicable case law, until such time as the children, respectively, (1) become  
10 emancipated, or (2) attain the age of eighteen (18) years, the age of majority, unless the  
11 child is still attending secondary education when the child reaches eighteen (18) years of  
12 age, in which event child support payments shall continue until the child graduates from  
13 high school, or attains the age of nineteen (19) years, whichever event occurs first.

14 VII. That Plaintiff is capable of continuing to provide major medical insurance  
15 coverage for the minor children herein, with the parties equally dividing the cost thereof,  
16 and all medical, dental (including orthodontic), psychological and optical expenses of  
17 said minor children not covered by said insurance, until such time as the children,  
18 respectively, (1) become emancipated, or (2) attain the age of eighteen (18) years, the age  
19 of majority, unless the child is still attending secondary education when the child reaches  
20 eighteen (18) years of age, in which event said medical coverage shall continue until the  
21 child graduates from high school, or attains the age of nineteen (19) years, whichever  
22 event occurs first. Additionally, the Court should order the 30/30 Rule for payment of all  
23 unreimbursed medical and/or dental expenses.

24 VIII. That the tax deduction should be given to the Plaintiff as he is seeking  
25 primary physical custody.

26 IX. That Plaintiff does not agree that spousal support is appropriate in this case.

27 X. That the community property of the parties herein to be adjudicated by the Court,  
28

1 the nature and extent of which may not be fully known to Plaintiff at this time, which  
2 includes but is not limited to, the following:

- 3 a. The marital residence located at 8500 Highland View Ave, Las Vegas,  
4 Nevada 89145, of which a portion of the house consists of a separate gift  
5 of equity from Michael Solinger to Adam Solinger, titled in the name of  
6 Adam Solinger and Chalese Solinger, and subject to the mortgage thereon;
- 7 b. Joint bank and investment accounts, including accounts at Bank of  
8 America;
- 9 c. Plaintiff's retirement plans including an ADP ROTH 401k subject to a  
10 QDRO analysis;
- 11 d. Such other assets as may be determined through ongoing discovery during  
12 the course of this action; and
- 13 e. Household furniture, furnishings, and other personal property obtained  
14 during the parties' marriage.

15  
16 XI. That there are community debts of the parties herein to be adjudicated by the  
17 Court, the nature and extent of which may not be fully known to Plaintiff at  
18 this time, which includes, but is not limited to, the following:

- 19 a. Any joint credit card debits.

20 XII. That there may be separate property of Plaintiff, which should be confirmed to  
21 him, including but not limited to the following:

- 22 a. Plaintiff's personal property acquired prior to the marriage; and
- 23 b. Plaintiff's clothing, jewelry, and other personalities.

24 XIII. That Plaintiff requests this Court to jointly restrain the parties herein in  
25 accordance with the terms of the Joint Preliminary Injunction to be issued  
26 herewith.

27 XIV. That Plaintiff does not request a name change.

28 XV. That the parties hereto are incompatible in marriage.

1 WHEREFORE, Plaintiff prays judgment as follows:

- 2 1. That the bonds of matrimony now and heretofore existing between Plaintiff and  
3 Defendant be dissolved; that Plaintiff be granted an absolute Decree of Divorce;  
4 and that each of the parties hereto be restored to the status of a single, unmarried  
5 person;
- 6 2. That the parties be awarded joint legal care, custody, and control of the minor  
7 children herein;
- 8 3. That Plaintiff be awarded primary physical care, custody, and control of the minor  
9 children.
- 10 4. That child support should be established for said minor children, pursuant to  
11 statute and applicable case law, until such time as the children, respectively, (1)  
12 become emancipated, or (2) attain the age of eighteen (18) years, the age of  
13 majority, unless the child is still attending secondary education when the child  
14 reaches eighteen (18) years of age, in which event child support payments shall  
15 continue until the child graduates from high school, or attains the age of nineteen  
16 (19) years, whichever event occurs first.
- 17 5. For the Court to confirm that Plaintiff shall continue to maintain major medical  
18 insurance coverage for the minor children herein until such time as the children,  
19 respectively, (1) become emancipated, or (2) attain the age of eighteen (18) years,  
20 the age of majority, unless the child is still attending secondary education when  
21 the child reaches eighteen (18) years of age, in which event child support  
22 payments shall continue until the child graduates from high school, or attains the  
23 age of nineteen (19) years, whichever event occurs first.
- 24 6. For the Court to order that the parties equally divide all medical, dental (including  
25 orthodontic), psychological, or optical expenses of said minor children not  
26 covered by insurance, until such time as the children, respectively, (1) become  
27 emancipated, or (2) attain the age of eighteen (18) years, the age of majority,  
28

1 unless the child is still attending secondary education when the child reaches  
2 eighteen (18) years of age, in which event child support payments shall continue  
3 until the child graduates from high school, or attains the age of nineteen (19)  
4 years, whichever event occurs first and that unreimbursed medical and/or dental  
5 expenses be subject to the 30/30 rule

6 7. For the Court to refrain from ordering alimony/spousal support in this case.

7 8. That this Court makes an equitable division of the community assets;


8 9. That this Court make an equitable division of the community obligations;

9 10. That this Court confirm to each party his/her separate property and debts;

10 11. That this Court issue its Joint Preliminary Injunction enjoining the parties  
11 pursuant to the terms stated therein;

12 12. For such other and further relief as the Court may deem just and proper in the  
13 premises.  
14

15  
16 DATED this 4<sup>th</sup> day of January, 2019.  
17

18   
19 \_\_\_\_\_  
20 ADAM M. SOLINGER, ESQ.  
21 Nevada Bar No.13963  
22 2970 West Sahara Avenue  
23 Las Vegas, Nevada 89102  
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**VERIFICATION**

STATE OF NEVADA       )  
COUNTY OF CLARK     ) SS:

ADAM M. SOLINGER, being first duly sworn, deposes and says:

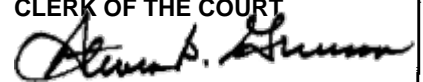
That I am the Plaintiff herein; that I have read the foregoing Complaint for Divorce and the same is true of my own knowledge, except for those matters which are therein stated upon information and belief, and as to those matters, I believe them to be true.

  
ADAM M. SOLINGER

SUBSCRIBED AND SWORN to before me by Adam M. Solinger  
this 4 day of January, 2019.

  
NOTARY PUBLIC in and for said  
County and State





**LOUIS C. SCHNEIDER, ESQ.**  
Nevada Bar Number: 009683  
430 South 7th Street  
Las Vegas, Nevada 89101  
Ph: 702-435-2121  
Fax: 702-431-3807  
jhhowardesq@hotmail.com  
Attorney for the Defendant/Counterclaimant,  
Adam M. Solinger

**EIGHTH JUDICIAL DISTRICT COURT**

**FAMILY DIVISION**

**CLARK COUNTY, NEVADA**

**ADAM M. SOLINGER,**

Plaintiff,

vs.

**CHALESE M. SOLINGER,**

Defendant.

---

**ADAM M. SOLINGER,**

Counterclaimant,

vs.

**CHALESE M. SOLINGER,**

Counterdefendant.

---

Case Number:  
Department:

D-19-582245-D  
I

**ANSWER AND COUNTERCLAIM**

**COMES NOW**, the Defendant/Counterclaimant, **CHALESE M. SOLINGER**, by and through her attorney, **LOUIS C. SCHNEIDER, ESQ.**, of the Law Offices of **LOUIS C. SCHNEIDER, LLC.**, and for answer to Plaintiff/Counterdefendant's Complaint for Custody on file herein, admits, denies and alleges as follows:

In answer to Paragraphs 1, 2, 3, 7, 10, 11, 12, 13 and 15 of Plaintiff/Counterdefendant's Complaint for Custody, Defendant/Counterclaimant admits the allegations contained therein.

In answer to Paragraph 4, 5, 8, 9, 11, 17 and 18 of Plaintiff/Counterdefendant's Complaint for Custody, Defendant/Counterclaimant denies each and every allegation contained therein.

1 In answer to Paragraph 6 of Plaintiff/Counterdefendant's Complaint for Custody,  
2 Defendant/Counterclaimant admits that child support should be set in accordance with the Nevada  
3 law based upon custody but denies that Plaintiff/Counterdefendant should be awarded primary  
4 physical custody.

5 In answer to Paragraphs 14 of Plaintiff/Counterdefendant's Complaint for Custody,  
6 Defendant/Counterclaimant is without sufficient knowledge to confirm or deny the allegations  
7 contained therein.

8 **WHEREFORE**, prays that the Plaintiff/Counterdefendant take nothing by way of her  
9 Complaint.

10 **COUNTERCLAIM**

11 1. That Defendant/Counterclaimant is, and for a period of more than six (6) weeks  
12 immediately preceding the commencement of this Custody action has been, an actual bona fide  
13 resident of the State of Nevada, and now resides and is domiciled therein, and during all of said  
14 period of time, he has had, and continues to have the intent to make the State of Nevada his home,  
15 residence and domicile for an indefinite period of time.

16 2. That Defendant/Counterclaimant and Plaintiff/Counterdefendant were married on or  
17 about May 12, 2012 and ever since have lived as husband and wife.

18 3. That there is two (2) minor children born to the parties, to-wit: Michael Adam  
19 Solinger, born June 16, 2015, and Marie Leona Solinger, born August 28, 2017. There are no minor  
20 children adopted, and Plaintiff/Counterdefendant is not now pregnant to the best of  
21 Defendant/Counterclaimant's knowledge.

22 4. That the minor children have continually resided in the State of Nevada since birth and  
23 there are no custody proceedings pending in any other jurisdiction and the following mandatory  
24 notices are applicable;

25 The Parties are on notice that they are subject to the requirements of NRS 125C.0045(6) and  
26 NRS 125C.0045(7):

27 **PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT**  
28 **OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS**

1 PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130.  
2 NRS 200.359 provides that every person having a limited right of custody to a child  
3 or any parent having no right of custody to the child who willfully detains, conceals,  
4 or removes the child from a parent, guardian or other person having lawful custody  
5 or a right of visitation of the child in violation of an order of this Court, or removes  
6 the child from the jurisdiction of the Court without the consent of either the Court or  
7 all persons who have the right to custody or visitation is subject to being punished for  
8 a category D felony as provided in NRS 193.130.

9 NOTICE IS HEREBY GIVEN that the terms of the Hague Convention of October 25, 1980,  
10 adopted by the 14th Session of the Hague Conference on Private International Law, apply if a parent  
11 abducts or wrongfully retains a child in a foreign country. The minor child is a habitual resident of  
12 Clark County, Nevada.

13 The parties are also placed on notice of the following provisions in NRS 125C.0045(8).

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

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

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

26 The parties are also placed on notice of the following provisions in NRS 125C.006

27 1. If primary physical custody has been established pursuant to an order, judgment or decree  
28 of a court and the custodial parent intends to relocate his or her residence to a place outside of this  
State or to a place within this State that is at such a distance that would substantially impair the ability  
of the other parent to maintain a meaningful relationship with the child, and the custodial parent

1 desires to take the child with him or her, the custodial parent shall, before relocating:

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

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

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

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

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

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

11 The parties also placed on Notice of the following provisions in NRS 125C.0065:

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

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

18 and

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

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

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

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

26 3. A parent who relocates with a child pursuant to this section before the court enters an order  
27 granting the parent primary physical custody of the child and permission to relocate with the child is  
28

1 subject to the provisions of NRS 200.359.

2 The parties are also placed on notice of the following:

3 NRS 125.007 regarding the collection of child support payments through mandatory wage  
4 withholding or assignment of income;

5 NRS 31A regarding the enforcement of a child support obligation and the collection of  
6 delinquent child support;

7 NRS 125B.145 regarding the review of child support at any time due to changed  
8 circumstances and at least every three years following the entry of the child support order.

9 6. That all NOTICE PROVISIONS contained in this Complaint should be made into  
10 orders of the Court and the Court should retain jurisdiction to enforce the orders contained herein and  
11 for all purposes relative to the custody and support of the minor child.

12 7. That due to Plaintiff/Counterdefendant refusal to cooperate with regards to medically  
13 necessary procedure for the minor child Defendant/Counterclaimant and are each fit and proper  
14 persons to share the joint legal custody of their minor child. Joint Legal Custody should be defined  
15 as the following:

16 That each party should use all reasonable resources and efforts to promote a positive re-  
17 lationship between the minor child and the other party.

18 That neither party should disparage or undermine the child's relationship with the other party.

19 That the parties should exert every reasonable effort to foster feelings of affection between  
20 themselves and the child, recognizing that frequent and continuing association and communication  
21 between both parties, with the child, is in the best interest and welfare of the minor child.

22 That the parties should consult and cooperate with each other in substantial questions relating  
23 to the religious upbringing, educational needs, significant changes in social environment, and health  
24 care of the minor child.

25 That the parties should have equal and full access to medical and school records pertaining  
26 to the minor child and be permitted to independently consult with any and all professionals involved  
27 with her.

1           That each party should be empowered to obtain emergency health care for the child without  
2           the consent of the other party. Each party should notify the other party as soon as reasonably  
3           practicable of any illness requiring medical attention or any emergency involving the child.

4           That each party should provide the other party with the address and telephone number at  
5           which the minor child reside and to notify the other party prior to any change of address and provide  
6           the telephone number as soon as it is assigned.

7           That each party should be entitled to reasonable telephone communication with the child.  
8           Each party is restrained from unreasonably interfering with the child's right to privacy during such  
9           telephone conversations. Telephone conversations should be initiated by either the child or parent,  
10          and are to occur during reasonable hours.

11          8.       That the parties should be awarded joint physical custody of the minor child. The  
12          weekly custody and visitation schedule and the holiday and vacation schedule should be flexible to  
13          accommodate the parties work and activity schedules and changes thereof. All birthdays, holidays  
14          and special days should be fairly and equally divided.

15          9.       That should the parties be unable agree to a custodial/visitation schedule they should  
16          attend the Family Mediation Center as offered through the Eighth Judicial District Court, Family  
17          Division.

18          10.      That child support should be set in accordance with NRS 125B.070 and NRS  
19          125B.080 and child support arrears should be retroactive to the date of separation, November 2018.

20          11.      That Plaintiff should continue to provide and pay for medical, dental and optical health  
21          insurance for the minor child through their place of employment if available and shall provide proof  
22          of coverage and insurance cards to the other upon request.

23          12.      That the parties should be equally responsible for all unreimbursed health care  
24          expenses associated with the minor child, including any deductibles, as well as orthodontic, dental,  
25          surgical and vision expenses pursuant to NRS § 125B.080(7) unless the Court specifically makes an  
26          exception to that rule for extraordinary circumstances. All unreimbursed health care expenses should  
27          be subject to the "30/30 Rule" which is defined as follows: A party incurring such an out-of-pocket  
28

1 expense shall, within thirty days thereafter, provide to the other party documentation as to such  
2 expense and a request for one-half payment. Within thirty days of receipt of said documentation of  
3 an unreimbursed health care expense, the other party shall reimburse one-half said expense. A party  
4 incurring a health care expense loses the right to request one-half payment by the non-incurring parent  
5 when they do not timely provide the other parent with proof of the expense and a request for one-half  
6 payment. Should a party be provided a timely request and proof of an unreimbursed health care  
7 expense, and then neglect to timely pay their one-half share, then the entirety of the cost shall be  
8 borne by the parent untimely paying the expense.

9 13. That there is community property of the parties hereto to be fairly and equitably  
10 divided between the parties.

11 14. That there are community debts of the parties which should be fairly and equitably  
12 divided between the parties.

13 15. That Defendant/Counterclaimant be awarded alimony and/or spousal support.

14 16. That Defendant/Counterclaimant should be awarded preliminary attorney's fees in the  
15 amount of five thousand dollars (\$5,000.00).

16 17. That Defendant/Counterclaimant shall be permitted to return to the use of her former  
17 name to wit: Anderson or maintain her present name, at her sole discretion.

18 18. That for the tax year 2018 the parties should file married filing jointly. From 2019 and  
19 each and every year thereafter the parties should file separate taxes with Defendant/ Counterclaimant  
20 to claim the two minor children as and for dependent deductions.

21 19. That the parties are incompatible in their tastes, natures, views, likes and dislikes,  
22 which have become widely separate and divergent so that the parties hereto have been and now are  
23 incompatible to such an extent that it now appears that there is no possibility of reconciliation  
24 between the parties, and there remains such an incompatible temperament between the parties that  
25 a happy marital status can no longer exist.

26 **WHEREFORE**, the Defendant/Counterclaimant prays judgment as follows:

27 1. That the parties should share joint physical custody and joint legal custody of the  
28



1 minor child;

2 2. That should the parties be unable agree to a custodial/visitation schedule they will  
3 attend the Family Mediation Center as offered through the Eighth Judicial District Court, Family  
4 Division;

5 3. That child support be set accordance with NRS 125B.070 and NRS 125B.080 and  
6 arrears retroactive to the date of separation;

7 4. That Plaintiff/Counterdefendant to provide medical, dental and optical health insurance  
8 through their place of employment;

9 5. Defendant/Counterclaimant and Plaintiff/Counterdefendant should be equally  
10 responsible for all unreimbursed health care expenses associated with the minor child, pursuant to the  
11 "30/30 Rule";

12 6. That the community property be fairly and equitably divided between the parties;

13 14. That the community debts be fairly and equitably divided between the parties;

14 15. That Defendant/Counterclaimant be awarded alimony and/or spousal support;

15 16. That Defendant/Counterclaimant be awarded preliminary attorney's fees in the amount  
16 of five thousand dollars (\$5,000.00);

17 17. That Defendant/Counterclaimant be permitted to return to the use of her former name  
18 to wit: Anderson or maintain her present name, at her sole discretion;

19 18. That for the tax year 2018 the parties should file married filing jointly. From 2019  
20 forward the parties file separate taxes with Defendant/ Counterclaimant to claim the two minor  
21 children as and for dependent deductions;

22 9. For such other and further relief as the Court may deem just and proper in the  
23 premises.

24 DATED this \_\_\_\_\_ day of January, 2019.

25  
26  
27   
28 **LOUIS C. SCHNEIDER, ESQ.**  
Nevada Bar Number: 009683

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**VERIFICATION**

STATE OF NEVADA       )  
                                  )  
COUNTY OF CLARK     )       SS:


**CHALESE M. SOLINGER**, being first duly sworn, deposes and says:

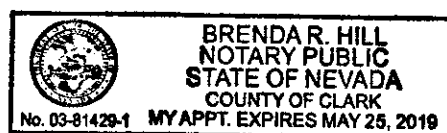
That she is the Defendant/Counterclaimant herein; that she has read the foregoing Answer and Counterclaim, and the same is true of her own knowledge, except for those matters which are therein stated upon information and belief, and as to those matters, she believes them to be true.

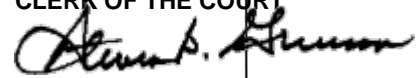
  
\_\_\_\_\_  
**CHALESE M. SOLINGER**

**SUBSCRIBED and SWORN TO** before me

this 31<sup>st</sup> day of January, 2019.

  
\_\_\_\_\_  
**NOTARY PUBLIC** in and for  
said County and State





1 **RTCC**  
2 Vincent Mayo, Esq.  
3 Nevada State Bar Number: 8564  
4 **THE ABRAMS & MAYO LAW FIRM**  
5 6252 South Rainbow Blvd., Suite 100  
6 Las Vegas, Nevada 89118  
7 Tel: (702) 222-4021  
8 Fax: (702) 248-9750  
9 Email: [vmgroup@theabramslawfirm.com](mailto:vmgroup@theabramslawfirm.com)  
10 Attorney for Plaintiff

11 Eighth Judicial District Court  
12 Family Division  
13 Clark County, Nevada  
14

15 ADAM MICHAEL SOLINGER, ) Case No.: D-19-582245-D  
16 )  
17 Plaintiff, ) Department: I  
18 )  
19 vs. )  
20 )  
21 CHALESE MARIE SOLINGER, )  
22 )  
23 Defendant. )  
24 )

17 **REPLY TO COUNTERCLAIM FOR DIVORCE**

18 **COMES NOW** Plaintiff/Counterdefendant, ADAM MICHAEL  
19 SOLINGER, by and through his attorney of record, Vincent Mayo, Esq.,  
20 of The Abrams & Mayo Law Firm, and hereby submits his *Reply* to  
21 Defendant/Counterclaimant's *Counterclaim for Divorce*.  
22  
23  
24

1           1.     Plaintiff/Counterdefendant admits the allegations set forth  
2 in paragraphs 1, 2, 3, 4, 6, 8, 11, 16 and 18 of the *Counterclaim for*  
3 *Divorce*.

4           2.     Plaintiff/Counterdefendant denies the allegations set forth in  
5 paragraphs 7, 14 and 15 of the *Counterclaim for Divorce*.  
6

7           3.     Plaintiff/Counterdefendant acknowledges that paragraph  
8 number 5 is missing from the *Counterclaim for Divorce*.

9           4.     As to paragraph 9 of the *Counterclaim for Divorce*,  
10 Plaintiff/Counterdefendant admits that child support should be set in  
11 accordance with NRS 125B.070 and NRS 125B.080, depending on the  
12 custodia award, but denies the remaining allegations, including child  
13 support should be retroactive to the date of separation, November 2018.  
14

15          5.     As to paragraph 10 of the *Counterclaim for Divorce*,  
16 Plaintiff/Counterdefendant admits that he shall continue to provide  
17 medical, dental and optical health insurance for the minor children but  
18 denies that he should solely bear the costs of same.  
19

20          6.     As to paragraphs 11 and 12 of the *Counterclaim for Divorce*,  
21 Plaintiff/Counterdefendant admits that there is community property  
22 and debts to be divided in the divorce but denies  
23 Defendant/Counterclaimant's definition for the division of same under  
24 Nevada law.

1        7. As to paragraph 17 of the *Counterclaim for Divorce*,  
2 Plaintiff/Counterdefendant admits that the parties should file married  
3 filing jointly for the 2018 taxes but denies that from 2019 and each and  
4 every year thereafter Defendant should claim the minor children for tax  
5 purposes.  
6

7 DATED Monday, February 25, 2019.


8                                Respectfully Submitted,

9                                THE ABRAMS & MAYO LAW FIRM

10  
11  
12                                Vincent Mayo, Esq.  
13 Nevada State Bar Number: 8564  
14 6252 South Rainbow Blvd., Suite 100  
15 Las Vegas, Nevada 89118  
16 Tel: (702) 222-4021  
17 Fax: (702) 248-9750  
18 Attorney for Plaintiff/Counterdefendant  
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Louis C. Schneider, Esq.  
Attorney for Defendant/Counterclaimant

  
An Employee of The Abrams & Mayo Law Firm

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

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

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

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

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

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.  
27  
28

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

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

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

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

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

1  
2 6. Neither parent is to make demands or seek to dictate how the  
3 other parent is to parent; however the parties are encouraged to discuss  
4 and work together regarding important topics, forward important and  
5 pertinent information (i.e. education, social, health concerns, etc.).

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

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

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

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

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

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

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

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

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

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

23 ORDERED, that once the distribution is filed by The Abrams and Mayo  
24 Law Firm, this Court will also issue a separate order for judgment with the actual  
25 balance due and owing; and it is further  
26  
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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

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.

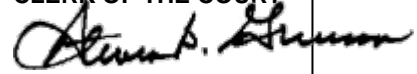
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11 **AUTOMATED CERTIFICATE OF SERVICE**

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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NEO

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

\* \* \* \* \*

Adam Michael Solinger ) Case No.: D-19-582245-D  
Plaintiff, ) Dept. P  
-vs.- )  
Chalese Marie Solinger )  
Defendant. ) **NOTICE OF ENTRY**

PLEASE TAKE NOTICE that a Decree of Divorce, a copy of which is attached hereto, was entered by the Court on May 26, 2022.

Date: May 26, 2022

/s/ Marj Arena

Marj Arena

Judicial Executive Assistant- Dept. P

**CERTIFICATE OF SERVICE**

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served, on the date filed, to all registered users on this case in the Eighth Judicial District Court Electronic Filing System; or via US Mail or regular email to the last known mail/email addresses on file with the court.

Adam Solinger -- attorneyadamsolinger@gmail.com

Michancy Cramer, Esq. ----- michancy@glawvegas.com

Louis C. Schneider, Esq. --- lcslawllc@yahoo.com

Jack Fleeman, Esq. --email@pecoslawgroup.com

Vincent Mayo, Esq. --- VMgroup@theabramslawfirm.com

/s/ Marj Arena

Marj Arena

Judicial Executive Assistant- Dept. P

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.  
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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.  
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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  
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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

19 ***Jessica Sellers (Plaintiff's significant other):***  
20

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

26 One example of Jessica's intentional interference is when Jessica picked  
27 up the children on exchange day at about 1:30 pm, knowing that Chalese would be  
28 picking them up after she got out of work, solely because Jessica promised  
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 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.

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.



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

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

### *Post-Trial Motion*

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

✻ ✻ ✻ ✻ ✻

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

## CONCLUSIONS OF LAW

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

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

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

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

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

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

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

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

14. All child custody exchanges, visitations, etc., shall be done in a civil, law-abiding manner and reasonably close to the times specified by 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. There shall be no invasion of the electronic devices, email accounts, social media accounts, separate bank accounts, safe deposit boxes, separate residences or separate vehicles, etc. of the other party.

16. That Plaintiff's current and/or future significant other shall not perform any duties rightfully belonging to the Defendant, including but 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

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## 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.  
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## 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.  
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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.  
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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  $3,799 \times 11\% = \$417.89$

$\$1,737.89$

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

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

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

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).  
28

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  
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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

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

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

#### 19 EXPERT WITNESS FEES

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

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

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 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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