

**IN THE COURT OF APPEALS OF THE STATE OF NEVADA**

**\* \* \***

ADAM MICHAEL SOLINGER, )  
 )  
 Appellant, )  
 )  
 vs. )  
 )  
 CHALESE MARIE SOLINGER, )  
 )  
 Respondent. )  
 \_\_\_\_\_ )

Case No.: 84832-COA

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**APPELLANT’S APPENDIX  
VOLUME 4**

Vincent Mayo, Esq.  
Nevada State Bar Number: 8564  
The Abrams & Mayo Law Firm  
6252 South Rainbow Blvd., Suite 100  
Las Vegas, Nevada 89118  
Tel.: (702) 222-4021  
Attorney for Appellant

## CERTIFICATE OF SERVICE

I hereby certify that the foregoing *Appellant's Appendix* was filed electronically with the Clerk of the Court of Appeals of Nevada in the above-entitled matters on Monday, November 21, 2022. Electronic service of the foregoing document shall be made in accordance with the Master Service List, pursuant to NEFCR 9, as follows:

Alex Ghibaudo, Esq.  
Michancy Cramer, Esq.  
Attorneys for Respondent

*/s/ David J. Schoen, IV, ACP*  
An employee of The Abrams & Mayo Law Firm

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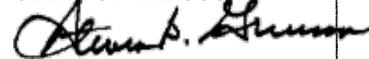
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06/02/2021	Reply To Opposition To Motion To Disqualify And Opposition To Countermotion For Fees And Sanctions	14	3054 - 3069
01/04/2021	Reply To Opposition To Motion To Terminate Temporary Spousal Support And Opposition To Countermotion	12	2754 - 2765
11/09/2020	Reply To Opposition To Plaintiff's Motion To Clarify Court's June 30th Order After Hearing	12	2695 - 2702
08/05/2020	Reply To Plaintiff's Non-Opposition To Defendant's Motion To Continue Trial And Opposition To Plaintiff's Countermotion For Sanctions	11	2544 - 2552
12/02/2019	Reply To Plaintiff's Opposition To Mr. Lloyd's Motion For Protective Order And Countermotion For Attorney's Fees And Costs	6	1346 - 1373
12/27/2021	Request And Order To Release Records	15	3398 - 3400
02/26/2020	Request For Child Protection Service Appearance And Records	8	1853
01/04/2019	Request For Issuance Of Joint Preliminary Injunction	1	7

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04/02/2020	Substitution Of Attorneys	9	2004 - 2006
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03/30/2020	Supplemental Appendix Of Exhibits In Support Of Plaintiff's Reply In Support Of Motion For An Order To Show Cause And To Hold Defendant In Contempt Of Court For Violation Of The March 19, 2019 Order, The June 17, 2019 Order, And The Behavior Order Filed March 19, 2019; For Attorney's Fees And Costs And Related Relief And Partial Opposition To Countermotion To Enforce Phone Contact With The Minor Children And For Attorney's Fees	9	1919 - 1959
11/21/2019	Supplemental Appendix Of Exhibits In Support Of Plaintiff's Response In Support Of Opposition To Defendant's Motion For Temporary Spousal Support And Preliminary Fees And Costs	5	1182 - 1192
12/06/2019	Supplemental Declaration To Reply To Opposition To Defendant's Motion For A Custody Evaluation, Attorney's Fees, And Related Relief And Opposition To Countermotion For Attorney's Fees And Costs	7	1537 - 1539
11/02/2022	Transcript from April 14, 2022 Hearing (Trial Decision)	22	4771 - 4791
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01/25/2022	Transcript from May 10, 2021 Evidentiary Hearing (Trial Day 1)	16	3416 - 3574



1 **EXHS**  
2 **Bruce I. Shapiro, Esq.**  
3 Nevada Bar No. 004050  
4 **Jack W. Fleeman, Esq.**  
5 Nevada Bar No. 010584  
6 PECOS LAW GROUP  
7 8925 South Pecos Road, Suite 14A  
8 Henderson, Nevada 89074  
9 Telephone: (702) 388-1851  
10 Facsimile: (702) 388-7406  
11 Email: [Bruce@pecoslawgroup.com](mailto:Bruce@pecoslawgroup.com)  
12 *Attorneys for Defendant*

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

16 **Adam Michael Solinger,**

17 Plaintiff,

18 vs.

19 **Chalese Marie Solinger,**

20 Defendant.

Case No. **D-19-582245-D**

Dept No. **I**

21 **EXHIBITS TO**  
22 **DEFENDANT’S MOTION FOR TEMPORARY SPOUSAL SUPPORT AND**  
23 **PRELIMINARY ATTORNEY’S FEES**

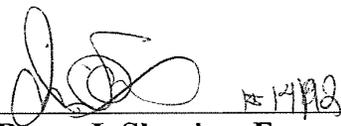
24 EXHIBIT A:	Spreadsheets analyzing Plaintiff’s bank accounts and credit cards	DEF000268 – DEF000321
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26 ...		
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EXHIBIT B:	Defendant's billing statements from Pecos Law Group dated August 14, 2019 through October 1, 2019	DEF000322 – DEF000334
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**DATED** this 9<sup>th</sup> day of October, 2019.

PECOS LAW GROUP



\_\_\_\_\_  
**Bruce I. Shapiro, Esq.**  
Nevada Bar No. 004050  
**Jack W. Fleeman, Esq.**  
Nevada Bar No. 010584  
8925 South Pecos Road, Suite 14A  
Henderson, Nevada 89074  
*Attorneys for Defendant*

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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of PECOS LAW GROUP, and that on this 9<sup>th</sup> day of October, 2019, I served a copy of **EXHIBITS TO DEFENDANT'S MOTION FOR TEMPORARY SPOUSAL SUPPORT AND PRELIMINARY ATTORNEY'S FEES** as follows:

- By placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada: and/or
- Pursuant to NEFCR 9, by mandatory electronic service through the Eighth Judicial District Court's electronic filing system: and/or
- Pursuant to EDCR 7.26, to be sent via facsimile; and/or
- To be hand-delivered to the attorneys listed below at the address and/or facsimile number indicated below:

Vincent Mayo	VMGroup@TheAbramsLawFirm.com
admin email	email@pecoslawgroup.com
Jack Fleeman	jack@pecoslawgroup.com
Amy Robinson	amy@pecoslawgroup.com
Bruce Shapiro	bruce@pecoslawgroup.com
Alicia Exley	alicia@pecoslawgroup.com
Angela Romero	Angela@pecoslawgroup.com

  
\_\_\_\_\_  
ANGELA ROMERO  
An employee of PECOS LAW GROUP

# **EXHIBIT A**



12/26/2017	American Bar Association	\$ (58.90)
12/26/2017	In-N-Out	\$ (4.87)
12/26/2017	Uber	\$ (1.00)
12/26/2017	Wendys	\$ (16.09)
12/26/2017	Capriotti's	\$ (7.04)
12/26/2017	UberEats	\$ (22.28)
12/26/2017	UberEats	\$ (29.00)
12/26/2017	Trainerroad.com	\$ (10.00)
12/26/2017	iTunesBill	\$ (39.98)
12/26/2017	UberEats	\$ (14.46)
12/26/2017	iTunesBill	\$ (40.97)
12/26/2017	UberEats	\$ (36.92)
12/26/2017	Uber	\$ (28.25)
12/27/2017	Fit4Mom	\$ (65.00)
12/27/2017	Uber	\$ (7.47)
12/27/2017	Uber	\$ (15.95)
12/27/2017	EmbrStripe.com	\$ (118.80)
12/28/2017	CoffeePub	\$ (15.77)
12/28/2017	Chevron	\$ (10.00)
12/28/2017	In-N-Out	\$ (2.44)
12/28/2017	iTunesBill	\$ (2.99)
12/28/2017	UberEats	\$ (22.28)
12/28/2017	Uber	\$ (2.00)
12/29/2017	Publicus	\$ (15.39)
12/29/2017	The Batte	\$ (12.96)
12/29/2017	Wells Fargo Withdrawal	\$ (403.00)
12/29/2017	Target	\$ (5.34)
1/2/2018	UberEats	\$ (36.38)
1/2/2018	UberEats	\$ (52.62)
1/2/2018	CLA	\$ (1,212.00)
1/3/2018	Wendys	\$ (5.83)
1/3/2018	QuickenLoans	\$ (500.00)
1/3/2018	NACDL	\$ (185.00)
1/4/2018	iTunesBill	\$ (20.98)
1/4/2018	Wendys	\$ (8.74)
1/4/2018	UberEats	\$ (22.28)
1/4/2018	Smiths	\$ (2.11)
1/5/2018	PDQ	\$ (2.48)
1/5/2018	iTunesBill	\$ (17.98)
1/5/2018	Danielle Pokroy Miz	\$ (80.00)
1/8/2018	In-N-Out	\$ (2.44)
1/8/2018	Taco Bell	\$ (7.10)
1/8/2018	UberEats	\$ (41.77)
1/8/2018	UberEats	\$ (29.84)
1/8/2018	Onnit	\$ (104.01)
1/8/2018	Price is Right Mini	\$ (50.00)
1/8/2018	iTunesBill	\$ (14.99)
1/8/2018	Precision Overhead Door	\$ (1,829.18)
1/8/2018	CondomDepot.com	\$ (20.98)
1/8/2018	UberEats	\$ (30.97)
1/8/2018	Sunrise Enterprise	\$ (4.97)
1/10/2018	iTunesBill	\$ (39.96)
1/10/2018	Danielle Pokroy Miz	\$ (80.00)
1/11/2018	Mizpah Hotel	\$ (20.06)

1/11/2018	Death Valley Nut & Candy	\$ (1.79)
1/11/2018	UberEats	\$ (23.35)
1/12/2018	Sunshine Valley Pediatrics	\$ (46.89)
1/12/2018	Kim Terry Psych	\$ (25.00)
12/13/2017	CC Payment	\$ (31.15)
12/18/2017	Paypal	\$ (111.47)
12/28/2017	CC Payment	\$ (86.00)
1/2/2018	Paypal	\$ (59.00)
1/4/2018	Farmers Life Ins	\$ (171.84)
12/14/2017	Check #422	\$ (120.00)
12/15/2017	Service Fee	\$ (2.50)
12/29/2017	Service Fee	\$ (2.50)
1/16/2018	Bk of America Automatic Transfer	\$ 500.00
1/18/2018	Zelle Transfer	\$ 2,500.00
1/22/2018	Bk of America Automatic Transfer	\$ 500.00
1/24/2018	Zelle Transfer	\$ 1,500.00
1/29/2018	Bk of America Automatic Transfer	\$ 500.00
2/1/2018	ADP Total Source Direct Deposit	\$ 2,718.40
2/1/2018	Refund Target	\$ 26.49
2/5/2018	Bk of America Automatic Transfer	\$ 500.00
2/8/2018	Refund UberEats	\$ 7.57
2/9/2018	Interest Earned	\$ 0.42
1/16/2018	PDQ	\$ (18.15)
1/16/2018	In-N-Out	\$ (2.44)
1/16/2018	PDQ	\$ (2.48)
1/16/2018	American Air	\$ (66.46)
1/16/2018	Disney Resorts	\$ (1,523.55)
1/16/2018	Southwest	\$ (746.94)
1/16/2018	Southwest	\$ (248.98)
1/16/2018	American Air	\$ (269.00)
1/16/2018	American Air	\$ (269.00)
1/16/2018	Priceline	\$ (34.50)
1/16/2018	American Air	\$ (60.10)
1/16/2018	American Air	\$ (57.79)
1/16/2018	American Air	\$ (66.46)
1/16/2018	Netflix	\$ (10.99)
1/16/2018	Costco	\$ (494.49)
1/16/2018	Maverik	\$ (8.05)
1/16/2018	Make-A-Wish	\$ (30.00)
1/16/2018	CosmoProf	\$ (143.98)
1/16/2018	iTunesBill	\$ (5.57)
1/16/2018	Wonderland Bakery	\$ (9.50)
1/17/2018	SalonCentric	\$ (83.67)
1/17/2018	Dave&Busters	\$ (58.00)
1/17/2018	Uber	\$ (5.90)
1/17/2018	Flamingo Smiles Dentist	\$ (1,410.00)
1/18/2018	PDQ	\$ (2.48)
1/18/2018	iTunesBill	\$ (0.99)
1/18/2018	iTunesBill	\$ (13.97)
1/18/2018	UberEats	\$ (23.34)
1/19/2018	Waffelato	\$ (5.50)
1/19/2018	In-N-Out	\$ (2.44)
1/19/2018	PDQ	\$ (2.48)
1/19/2018	Sunshine Valley Pediatrics	\$ (19.13)

1/19/2018	Arco	\$ (3.83)
1/19/2018	Chevron	\$ (15.51)
1/22/2018	Real Donuts	\$ (12.60)
1/22/2018	PDQ	\$ (2.48)
1/22/2018	Wendys	\$ (7.34)
1/22/2018	PDQ	\$ (2.48)
1/22/2018	iTunesBill	\$ (14.97)
1/22/2018	UberEats	\$ (26.91)
1/22/2018	The Home Depot	\$ (823.42)
1/22/2018	Tortilleria Mi Nia	\$ (28.49)
1/22/2018	UberEats	\$ (39.09)
1/24/2018	Trainerroad.com	\$ (10.00)
1/25/2018	In-N-Out	\$ (2.44)
1/26/2018	Palace Café	\$ (14.70)
1/26/2018	iTunesBill	\$ (1.29)
1/26/2018	In-N-Out	\$ (15.64)
1/26/2018	Desert Radiology Solutions	\$ (30.43)
1/26/2018	Logan Radiology	\$ (75.00)
1/26/2018	Espresion Café	\$ (9.47)
1/26/2018	iTunesBill	\$ (31.97)
1/26/2018	Wells Fargo Withdrawal	\$ (23.00)
1/29/2018	Fit4Mom	\$ (65.00)
1/29/2018	Southwest	\$ (1,027.00)
1/29/2018	PDQ	\$ (2.48)
1/29/2018	UberEats	\$ (15.67)
1/29/2018	iTunesBill	\$ (10.98)
1/29/2018	iTunesBill	\$ (2.99)
1/29/2018	UberEats	\$ (33.61)
1/29/2018	UberEats	\$ (32.86)
1/29/2018	Supertech	\$ (557.85)
1/29/2018	UberEats	\$ (48.58)
1/29/2018	AXA Assista	\$ (138.00)
1/29/2018	Hudson	\$ (5.40)
1/29/2018	McCarran Airport Parking	\$ (6.00)
1/29/2018	Costco	\$ (92.87)
1/30/2018	Kiosk Gate 4	\$ (5.50)
1/30/2018	Mkt Las	\$ (7.35)
1/30/2018	Indianapolis	\$ (17.26)
1/30/2018	Wendys	\$ (10.36)
1/30/2018	Target	\$ (200.56)
1/31/2018	CoffeePub	\$ (15.77)
1/31/2018	In-N-Out	\$ (2.44)
1/31/2018	PDQ	\$ (2.48)
1/31/2018	USA Souvenir Coin	\$ (10.00)
1/31/2018	McCarran Airport Parking	\$ (13.00)
2/1/2018	Taco Bell	\$ (23.65)
2/1/2018	Southwest	\$ (38.01)
2/1/2018	Smiths	\$ (110.98)
2/1/2018	Target	\$ (163.84)
2/2/2018	PDQ	\$ (3.88)
2/2/2018	CLA	\$ (1,212.00)
2/5/2018	City of LV Parking Meter	\$ (4.00)
2/5/2018	The Smashed Pig	\$ (27.65)
2/5/2018	In-N-Out	\$ (2.44)

2/5/2018	Dave&Busters	\$ (58.00)
2/5/2018	Skinny Fats	\$ (4.19)
2/5/2018	Fist of Fusion	\$ (11.89)
2/5/2018	Arco	\$ (5.12)
2/5/2018	iTunesBill	\$ (17.97)
2/5/2018	Nestle Toll House Café	\$ (4.32)
2/5/2018	UberEats	\$ (18.20)
2/5/2018	Costco	\$ (62.57)
2/5/2018	Onnit	\$ (104.11)
2/6/2018	Paradies	\$ (26.48)
2/6/2018	Paradies	\$ (33.98)
2/6/2018	SWA Inflight Wifi	\$ (8.00)
2/6/2018	Wendys	\$ (12.42)
2/6/2018	Liquor Library	\$ (5.50)
2/6/2018	Lemonade.com	\$ (59.42)
2/6/2018	Uber	\$ (32.03)
2/7/2018	Capriotti's	\$ (1.61)
2/7/2018	Palace Café	\$ (13.20)
2/7/2018	Carter's	\$ (109.30)
2/7/2018	McDonald's	\$ (7.24)
2/7/2018	PDQ	\$ (2.48)
2/7/2018	Uber	\$ (24.02)
2/7/2018	UberEats	\$ (29.01)
2/8/2018	UberEats	\$ (19.85)
2/8/2018	UberEats	\$ (29.87)
2/8/2018	Smiths	\$ (116.42)
2/9/2018	In-N-Out	\$ (4.87)
1/16/2018	CC Payment	\$ (649.29)
1/22/2018	CC Payment	\$ (99.38)
1/26/2018	Capital One Payment	\$ (59.45)
1/29/2018	CC Payment	\$ (352.86)
2/2/2018	Paypal	\$ (59.00)
2/5/2018	Farmers Life Ins	\$ (171.84)
	Check	\$ (650.00)
	Service Fee	\$ (2.50)
2/12/2018	Bk of America Automatic Transfer	\$ 500.00
2/14/2018	Zelle Transfer	\$ 2,500.00
2/15/2018	ADP Total Source Direct Deposit	\$ 2,718.39
2/20/2018	Zelle Transfer	\$ 1,500.00
2/20/2018	Bk of America Automatic Transfer	\$ 500.00
2/20/2018	Refund Lemonade.com	\$ 59.42
2/22/2018	Zelle Transfer	\$ 2,500.00
2/22/2018	BKofAmerica Mobile	\$ 1,530.00
2/26/2018	Bk of America Automatic Transfer	\$ 500.00
3/1/2018	ADP Total Source Direct Deposit	\$ 2,718.39
3/5/2018	Zelle Transfer	\$ 2,500.00
3/5/2018	Zelle Transfer	\$ 2,500.00
3/5/2018	Bk of America Automatic Transfer	\$ 500.00
3/7/2018	IRS Tax Refund	\$ 4,404.00
3/12/2018	Zelle Transfer	\$ 2,500.00
3/12/2018	Bk of America Automatic Transfer	\$ 500.00
3/14/2018	Interest Earned	\$ 0.91
2/12/2018	Sarah Sisson	\$ (93.02)
2/12/2018	Park on Fremont	\$ (19.24)

2/12/2018	iTunesBill	\$ (30.97)
2/12/2018	McDonald's	\$ (10.49)
2/12/2018	UberEats	\$ (50.29)
2/12/2018	iTunesBill	\$ (4.28)
2/12/2018	Fist of Fusion	\$ (21.63)
2/12/2018	Price is Right Mini	\$ (65.00)
2/12/2018	Yogurtland	\$ (6.92)
2/12/2018	UberEats	\$ (30.37)
2/12/2018	Costco	\$ (150.35)
2/13/2018	UberEats	\$ (33.62)
2/14/2018	Netflix	\$ (10.99)
2/15/2018	iTunesBill	\$ (29.98)
2/15/2018	UberEats	\$ (14.40)
2/15/2018	Uber	\$ (4.00)
2/16/2018	iTunesBill	\$ (19.99)
2/16/2018	Espression Café	\$ (13.26)
2/20/2018	iTunesBill	\$ (4.56)
2/20/2018	In-N-Out	\$ (2.44)
2/20/2018	iTunesBill	\$ (0.99)
2/20/2018	Papa John's	\$ (55.50)
2/20/2018	iTunesBill	\$ (6.99)
2/20/2018	UberEats	\$ (51.98)
2/20/2018	Summerlin	\$ (80.11)
2/20/2018	Wendys	\$ (16.72)
2/20/2018	UberEats	\$ (46.77)
2/20/2018	BkofAmericaATM	\$ (200.00)
2/21/2018	In-N-Out	\$ (5.20)
2/21/2018	Southern NV Health District	\$ (55.00)
2/21/2018	Kim Terry Psych	\$ (50.00)
2/21/2018	UberEats	\$ (12.23)
2/22/2018	iTunesBill	\$ (20.98)
2/22/2018	Uber	\$ (25.52)
2/22/2018	UberEats	\$ (19.83)
2/22/2018	Target	\$ (25.00)
2/22/2018	Target	\$ (120.11)
2/23/2018	The Stone House Café	\$ (25.54)
2/23/2018	Wendys	\$ (12.20)
2/23/2018	iTunesBill	\$ (23.98)
2/23/2018	Kimmies Coffe Cup	\$ (19.88)
2/23/2018	Vienna Beef	\$ (6.26)
2/23/2018	McCarran Airport Parking	\$ (2.00)
2/23/2018	Vincent Nalbone	\$ (15.00)
2/23/2018	Costco	\$ (151.46)
2/26/2018	Eldorado Coffee Company	\$ (5.87)
2/26/2018	Southwest	\$ (38.01)
2/26/2018	Wendys	\$ (14.03)
2/26/2018	iTunesBill	\$ (6.28)
2/26/2018	Trainerroad.com	\$ (10.00)
2/26/2018	Skinny Fats	\$ (34.26)
2/26/2018	Skinny Fats	\$ (4.25)
2/26/2018	Uber	\$ (12.01)
2/26/2018	UberEats	\$ (60.79)
2/26/2018	IQTAXX	\$ (129.00)
2/27/2018	Fit4Mom	\$ (65.00)

2/27/2018	Target	\$ (32.98)
2/28/2018	Publicus	\$ (22.73)
2/28/2018	iTunesBill	\$ (2.99)
2/28/2018	UberEats	\$ (14.72)
2/28/2018	UberEats	\$ (19.04)
3/1/2018	Real Donuts	\$ (12.60)
3/1/2018	The Sugar Cookie	\$ (17.75)
3/1/2018	UberEats	\$ (35.81)
3/1/2018	Chevron	\$ (3.48)
3/1/2018	Wells Fargo Withdrawal	\$ (103.00)
3/1/2018	Zumiez	\$ (64.87)
3/2/2018	McDonald's	\$ (10.49)
3/2/2018	CLA	\$ (1,212.00)
3/2/2018	Hot Topic	\$ (27.00)
3/5/2018	Color Me Mine	\$ (104.18)
3/5/2018	Panda Express	\$ (20.46)
3/5/2018	Price is Right Mini	\$ (50.00)
3/5/2018	iTunesBill	\$ (39.96)
3/5/2018	iTunesBill	\$ (11.98)
3/5/2018	REI	\$ (76.22)
3/5/2018	McDonald's	\$ (16.00)
3/5/2018	Shark Reef	\$ (44.00)
3/5/2018	Starbucks	\$ (7.41)
3/5/2018	UberEats	\$ (29.87)
3/5/2018	Uber	\$ (4.00)
3/5/2018	UberEats	\$ (35.80)
3/5/2018	iTunesBill	\$ (15.96)
3/5/2018	Vegas Family Vision	\$ (85.00)
3/5/2018	UberEats	\$ (34.95)
3/6/2018	Wendys	\$ (16.95)
3/6/2018	UberEats	\$ (16.89)
3/7/2018	UberEats	\$ (33.14)
3/7/2018	Onnit	\$ (104.11)
3/8/2018	Real Donuts	\$ (12.60)
3/8/2018	McDonald's	\$ (7.24)
3/8/2018	iTunesBill	\$ (9.99)
3/8/2018	iTunesBill	\$ (14.99)
3/8/2018	Chevron	\$ (76.80)
3/8/2018	UberEats	\$ (15.82)
3/8/2018	UberEats	\$ (20.12)
3/9/2018	UberEats	\$ (33.86)
3/9/2018	Target	\$ (229.81)
3/12/2018	iTunesBill	\$ (17.26)
3/12/2018	Kim Terry Psych	\$ (25.00)
3/12/2018	UberEats	\$ (26.64)
3/12/2018	The Sugar Cookie	\$ (21.76)
3/12/2018	UberEats	\$ (12.56)
3/12/2018	UberEats	\$ (26.64)
3/12/2018	UberEats	\$ (28.81)
3/12/2018	Kingdom Strollers	\$ (77.50)
3/12/2018	SaveMart	\$ (17.47)
3/13/2018	Wendys	\$ (17.74)
3/13/2018	iTunesBill	\$ (39.98)
3/13/2018	UberEats	\$ (26.64)

3/13/2018	Panda Express	\$ (7.90)
3/13/2018	Target	\$ (202.85)
3/13/2018	BuyBuyBaby	\$ (69.22)
3/14/2018	Netflix	\$ (10.99)
2/13/2018	CC Payment	\$ (93.30)
2/15/2018	CC Payment	\$ (1,830.00)
2/21/2018	Granite State	\$ (1,000.00)
2/23/2018	Granite State	\$ (769.84)
2/27/2018	Southwest Gas	\$ (65.00)
2/27/2018	CC Payment	\$ (43.01)
3/2/2018	QuickenLoans	\$ (660.91)
3/2/2018	Paypal	\$ (59.00)
3/5/2018	CC Payment	\$ (1,055.00)
3/5/2018	Farmers Life Ins	\$ (171.84)
3/9/2018	Capital One Payment	\$ (59.70)
3/13/2018	CC Payment	\$ (102.49)
3/14/2018	LVVWD	\$ (18.61)
2/13/2018	Check 424	\$ (309.55)
2/23/2018	Check 425	\$ (125.00)
3/6/2018	Check 426	\$ (405.15)
3/6/2018	Check 427	\$ (2,500.00)
3/1/2018	Service Fee	\$ (2.50)
3/15/2018	ADP Total Source Direct Deposit	\$ 2,718.40
3/19/2018	Bk of America Automatic Transfer	\$ 500.00
3/21/2018	Zelle Transfer	\$ 2,500.00
3/26/2018	Bk of America Automatic Transfer	\$ 500.00
3/26/2018	Refund UberEats	\$ 4.87
3/30/2018	ADP Total Source Direct Deposit	\$ 2,718.40
4/2/2018	Bk of America Automatic Transfer	\$ 500.00
7/2/2018	Refund UberEats	\$ 6.44
4/9/2018	Bk of America Automatic Transfer	\$ 500.00
4/12/2018	Interest Earned	\$ 0.97
3/15/2018	CoffeeBean&Tea	\$ (4.64)
3/15/2018	iTunesBill	\$ (0.69)
3/15/2018	Wendys	\$ (17.06)
3/15/2018	UberEats	\$ (15.82)
3/16/2018	Palace Café	\$ (13.26)
3/16/2018	Napoli Pizza	\$ (50.51)
3/16/2018	CoffeeBean&Tea	\$ (14.69)
3/16/2018	Coca-Cola Store	\$ (71.25)
3/19/2018	Joes Cuervo	\$ (28.12)
3/19/2018	Jose Cuervo	\$ (8.64)
3/19/2018	iTunesBill	\$ (69.99)
3/19/2018	iTunesBill	\$ (0.99)
3/19/2018	iTunesBill	\$ (26.97)
3/19/2018	iTunesBill	\$ (69.99)
3/19/2018	HNDDiscover	\$ (22.44)
3/19/2018	Target	\$ (49.38)
3/19/2018	UberEats	\$ (20.15)
3/19/2018	UberEats	\$ (32.03)
3/20/2018	Disney Resorts	\$ (561.94)
3/20/2018	SWA Inflight Wifi	\$ (8.00)
3/21/2018	Real Donuts	\$ (12.60)
3/21/2018	Palace Café	\$ (9.11)

3/21/2018	UberEats	\$ (27.16)
3/22/2018	CoffeePub	\$ (11.77)
3/22/2018	iTunesBill	\$ (14.99)
3/22/2018	UberEats	\$ (17.97)
3/23/2018	Real Donuts	\$ (12.60)
3/23/2018	UberEats	\$ (15.00)
3/26/2018	iTunesBill	\$ (4.99)
3/26/2018	Trainerroad.com	\$ (10.00)
3/26/2018	Gogoair.com	\$ (12.00)
3/26/2018	McDonald's	\$ (18.78)
3/26/2018	Gogoair.com	\$ (12.00)
3/26/2018	McCarran Airport Parking	\$ (4.00)
3/26/2018	Ring.com	\$ (90.00)
3/26/2018	UberEats	\$ (117.57)
3/26/2018	UberEats	\$ (34.65)
3/26/2018	iTunesBill	\$ (23.98)
3/26/2018	Wendys	\$ (8.21)
3/26/2018	UberEats	\$ (25.01)
3/27/2018	Fit4Mom	\$ (65.00)
3/27/2018	iTunesBill	\$ (9.96)
3/27/2018	iTunesBill	\$ (20.97)
3/27/2018	Target	\$ (243.46)
3/28/2018	Vent Blotique	\$ (120.00)
3/28/2018	iTunesBill	\$ (2.99)
3/28/2018	UberEats	\$ (11.91)
3/28/2018	UberEats	\$ (31.35)
3/29/2018	iTunesBill	\$ (9.97)
3/30/2018	Publicus	\$ (3.85)
3/30/2018	Wendys	\$ (13.20)
3/30/2018	Apple Online Store	\$ (161.29)
3/30/2018	iTunesBill	\$ (17.97)
3/30/2018	Southwest	\$ (29.80)
3/30/2018	iTunesBill	\$ (15.93)
3/30/2018	iTunesBill	\$ (7.19)
3/30/2018	UberEats	\$ (30.97)
4/2/2018	Publicus	\$ (3.91)
4/2/2018	Bonnie Springs Zoo	\$ (54.29)
4/2/2018	UberEats	\$ (28.91)
4/2/2018	FoodieFit	\$ (61.07)
4/2/2018	UberEats	\$ (40.71)
4/2/2018	T-Bird Jewels	\$ (7,198.63)
4/2/2018	iTunesBill	\$ (27.98)
4/2/2018	UberEats	\$ (35.30)
4/2/2018	UberEats	\$ (31.35)
4/2/2018	UberEats	\$ (2.00)
4/2/2018	CLA	\$ (1,212.00)
4/2/2018	Chevron	\$ (9.19)
4/3/2018	Bagel Café	\$ (28.79)
4/3/2018	Pediatric Surgery	\$ (15.00)
4/4/2018	T-Mobile Arena	\$ (540.50)
4/4/2018	Wendys	\$ (12.20)
4/4/2018	Bagel Café	\$ (14.00)
4/4/2018	USA Snack Soda Vending	\$ (5.00)
4/4/2018	UberEats	\$ (15.82)

4/4/2018	Chevron	\$ (16.05)
4/5/2018	Bagel Café	\$ (15.40)
4/5/2018	CoffeeBean&Tea	\$ (9.29)
4/5/2018	SWA Inflight Wifi	\$ (8.00)
4/5/2018	UberEats	\$ (43.96)
4/6/2018	Starbucks	\$ (12.18)
4/6/2018	Starbucks	\$ (9.15)
4/6/2018	Wendys	\$ (8.01)
4/6/2018	Grand Sierra	\$ (4.25)
4/6/2018	RNO Timber Ridge	\$ (17.95)
4/6/2018	iTunesBill	\$ (7.98)
4/6/2018	iTunesBill	\$ (40.96)
4/6/2018	UberEats	\$ (35.35)
4/6/2018	UberEats	\$ (11.47)
4/6/2018	Price is Right Mini	\$ (50.00)
4/6/2018	Vons	\$ (119.86)
4/9/2018	Starbucks	\$ (8.88)
4/9/2018	UberEats	\$ (39.85)
4/9/2018	Allergy	\$ (15.00)
4/9/2018	UberEats	\$ (21.71)
4/9/2018	UberEats	\$ (19.55)
4/9/2018	iTunesBill	\$ (15.97)
4/9/2018	target	\$ (8.93)
4/9/2018	MuddyPaws	\$ (230.00)
4/9/2018	Vent Blotique	\$ (140.00)
4/9/2018	Vent Blotique	\$ (20.00)
4/9/2018	SportsTown	\$ (209.75)
4/9/2018	UberEats	\$ (45.01)
4/11/2018	Palace Café	\$ (9.11)
4/11/2018	Wendys	\$ (14.03)
4/11/2018	iTunesBill	\$ (1.29)
4/11/2018	iTunesBill	\$ (31.97)
4/11/2018	CosmoProf	\$ (143.60)
4/11/2018	UberEats	\$ (26.05)
4/11/2018	Target	\$ (92.50)
4/11/2018	BkofAmericaATM	\$ (100.00)
4/12/2018	Starbucks	\$ (8.88)
4/12/2018	Starbucks	\$ (8.06)
4/12/2018	Southwest	\$ (55.00)
4/12/2018	Southwest	\$ (417.90)
4/12/2018	UberEats	\$ (35.35)
4/12/2018	Desert Radiologists	\$ (10.00)
3/15/2018	RepublicServices	\$ (43.76)
3/16/2018	QuickenLoans	\$ (660.91)
3/23/2018	Cox Communications	\$ (131.74)
3/30/2018	QuickenLoans	\$ (660.91)
4/2/2018	CC Payment	\$ (72.93)
4/2/2018	Paypal	\$ (59.00)
4/3/2018	NV Energy	\$ (67.62)
4/4/2018	Farmers Life Ins	\$ (171.84)
4/6/2018	LVVWD	\$ (39.39)
4/9/2018	CC Payment	\$ (27.00)
3/23/2018	Check 428	\$ (214.37)
4/13/2018	ADP Total Source Direct Deposit	\$ 3,422.29

4/13/2018	Refund UberEats	\$ 12.88
4/16/2018	Bk of America Automatic Transfer	\$ 500.00
4/23/2018	Bk of America Automatic Transfer	\$ 500.00
4/30/2018	Bk of America Automatic Transfer	\$ 500.00
5/1/2018	ADP Total Source Direct Deposit	\$ 2,718.39
5/1/2018	Preferred Rewards ATM Operator Refund	\$ 3.00
5/7/2018	Zelle Transfer	\$ 2,500.00
5/7/2018	Bk of America Automatic Transfer	\$ 500.00
5/11/2018	Zelle Transfer	\$ 2,500.00
5/14/2018	Bk of America Automatic Transfer	\$ 500.00
5/14/2018	Bouqs.com	\$ 9.00
5/14/2018	Interest Earned	\$ 0.84
4/13/2018	Publicus	\$ (3.85)
4/13/2018	Starbucks	\$ (16.45)
4/13/2018	State Bar of Nevada	\$ (35.00)
4/13/2018	State Bar of Nevada	\$ (25.00)
4/13/2018	Wendys	\$ (8.75)
4/13/2018	UberEats	\$ (14.18)
4/13/2018	Chevron	\$ (14.93)
4/16/2018	Starbucks	\$ (9.96)
4/16/2018	iTunesBill	\$ (54.98)
4/16/2018	Netflix	\$ (10.99)
4/16/2018	Bagel Café	\$ (11.45)
4/16/2018	UberEats	\$ (50.46)
4/16/2018	UberEats	\$ (15.27)
4/16/2018	Montis Smokehouse	\$ (43.20)
4/16/2018	Onnit	\$ (104.11)
4/16/2018	America's Best	\$ (7.00)
4/16/2018	UberEats	\$ (48.26)
4/16/2018	Target	\$ (6.93)
4/16/2018	UberEats	\$ (14.89)
4/16/2018	UberEats	\$ (49.37)
4/16/2018	Frontier AI	\$ (268.40)
4/17/2018	Priceline	\$ (77.00)
4/18/2018	Real Donuts	\$ (12.60)
4/18/2018	iTunesBill	\$ (0.99)
4/18/2018	iTunesBill	\$ (3.28)
4/18/2018	Wendys	\$ (13.60)
4/18/2018	iTunesBill	\$ (27.95)
4/18/2018	UberEats	\$ (14.71)
4/18/2018	DMV	\$ (8.00)
4/18/2018	UberEats	\$ (47.16)
4/18/2018	Burlington	\$ (98.38)
4/18/2018	Target	\$ (59.99)
4/18/2018	Target	\$ (27.70)
4/19/2018	State Bar of Nevada	\$ (35.00)
4/19/2018	Smiths	\$ (66.52)
4/20/2018	Palace Café	\$ (9.07)
4/20/2018	Wendys	\$ (7.24)
4/20/2018	UberEats	\$ (35.35)
4/23/2018	Wendys	\$ (7.45)
4/23/2018	iTunesBill	\$ (19.97)
4/23/2018	Kiosk Gate 4	\$ (7.88)
4/23/2018	CoffeeBean&Tea	\$ (4.64)

4/23/2018	McCarran Airport Parking	\$ (4.00)
4/23/2018	CVS Pharmacy	\$ (42.20)
4/23/2018	Luxury Thai Spa	\$ (80.00)
4/23/2018	Uber	\$ (28.34)
4/23/2018	Uber	\$ (3.00)
4/23/2018	Reno-Tahoe Airport	\$ (14.00)
4/23/2018	SaveMart	\$ (51.71)
4/23/2018	iTunesBill	\$ (22.98)
4/23/2018	Wal-Mart Super	\$ (202.34)
4/24/2018	Crazy Pita	\$ (13.09)
4/24/2018	Grove Las Fresh Market	\$ (4.64)
4/24/2018	Trainerroad.com	\$ (10.00)
4/24/2018	McDonald's	\$ (8.33)
4/24/2018	Comma Coffee	\$ (7.43)
4/24/2018	Bouqs.com	\$ (82.00)
4/25/2018	C-A-L Ranch	\$ (112.39)
4/26/2018	SaveMart	\$ (7.48)
4/27/2018	Fit4Mom	\$ (65.00)
4/27/2018	Nike.com	\$ (151.55)
4/27/2018	Payless Shoes	\$ (45.29)
4/27/2018	Wendys	\$ (12.14)
4/27/2018	Cycle Gear	\$ (75.77)
4/30/2018	Battle-Born Harley-Davidson	\$ (194.75)
4/30/2018	iTunesBill	\$ (27.98)
4/30/2018	FedexOffice	\$ (12.66)
4/30/2018	USConnect	\$ (1.00)
4/30/2018	USConnect	\$ (1.60)
4/30/2018	SaveMart	\$ (12.48)
4/30/2018	Wal-Mart Super	\$ (142.59)
4/30/2018	Wal-Mart Super	\$ (4.14)
4/30/2018	iTunesBill	\$ (9.99)
4/30/2018	USConnect	\$ (1.60)
4/30/2018	SaveMart	\$ (10.00)
4/30/2018	Golden Gate	\$ (3.63)
4/30/2018	Smiths	\$ (29.52)
5/1/2018	Port of Subs	\$ (1.92)
5/1/2018	U.S.Bank	\$ (43.00)
5/1/2018	Macey's Logan	\$ (2.67)
5/2/2018	Wingers	\$ (57.62)
5/2/2018	CLA	\$ (1,212.00)
5/2/2018	KFC	\$ (11.90)
5/2/2018	Earthly Awakenings	\$ (44.13)
5/2/2018	Maverik	\$ (18.27)
5/2/2018	Maverik	\$ (6.17)
5/3/2018	Beans and a Burrito	\$ (3.09)
5/3/2018	iTunesBill	\$ (19.99)
5/3/2018	Kingdom Death	\$ (57.75)
5/3/2018	UtahNews	\$ (111.04)
5/3/2018	McCarran Airport Parking	\$ (4.00)
5/3/2018	Arco	\$ (31.41)
5/3/2018	Vincent Nalbone	\$ (15.00)
5/4/2018	Palace Café	\$ (10.86)
5/4/2018	Wendys	\$ (9.93)
5/4/2018	iTunesBill	\$ (27.98)

5/4/2018	DMV	\$ (9.25)
5/4/2018	Sunshine Valley Pediatrics	\$ (29.13)
5/4/2018	UberEats	\$ (16.32)
5/4/2018	Target	\$ (31.73)
5/4/2018	Target	\$ (158.56)
5/7/2018	Red Lion Inn	\$ (7.64)
5/7/2018	McDonald's	\$ (10.49)
5/7/2018	iTunesBill	\$ (5.98)
5/7/2018	Espression Café	\$ (8.38)
5/7/2018	Whasn	\$ (10.00)
5/7/2018	McDonald's	\$ (7.24)
5/7/2018	UberEats	\$ (14.19)
5/7/2018	Summerin Hospital	\$ (349.56)
5/7/2018	Price is Right Mini	\$ (50.00)
5/7/2018	Freedom EuroCycle	\$ (9,344.37)
5/7/2018	Wendys	\$ (16.74)
5/7/2018	The Home Depot	\$ (199.01)
5/7/2018	UberEats	\$ (39.06)
5/7/2018	iTunesBill	\$ (8.97)
5/7/2018	iTunesBill	\$ (14.99)
5/7/2018	UberEats	\$ (14.19)
5/7/2018	Progressive Insurance	\$ (1,193.00)
5/7/2018	DMV	\$ (219.00)
5/8/2018	T-Mobile Arena	\$ (19.00)
5/8/2018	T-Mobile Arena	\$ (5.00)
5/8/2018	Knights Ons	\$ (79.02)
5/8/2018	Knights Ons	\$ (276.04)
5/8/2018	Knights Ons	\$ (54.13)
5/8/2018	iTunesBill	\$ (2.99)
5/8/2018	Ashley E Hoban DMD	\$ (42.00)
5/8/2018	UberEats	\$ (12.23)
5/9/2018	In-N-Out	\$ (3.52)
5/9/2018	iTunesBill	\$ (21.97)
5/9/2018	USA NKB Properties	\$ (1.50)
5/9/2018	USA NKB Properties	\$ (3.50)
5/9/2018	Krispy Kreme	\$ (3.01)
5/10/2018	UberEats	\$ (36.17)
5/10/2018	Bouqs.com	\$ (195.00)
5/11/2018	iTunesBill	\$ (19.99)
5/11/2018	Smiths	\$ (43.85)
5/14/2018	Wendys	\$ (7.45)
5/14/2018	Teriyaki Madness	\$ (8.89)
5/14/2018	UberEats	\$ (9.31)
5/14/2018	UberEats	\$ (42.86)
5/14/2018	iTunesBill	\$ (8.98)
5/14/2018	UberEats	\$ (34.24)
5/14/2018	Wendys	\$ (9.07)
5/14/2018	iTunesBill	\$ (34.96)
5/14/2018	Netflix	\$ (10.99)
5/14/2018	UberEats	\$ (37.19)
5/14/2018	iTunesBill	\$ (20.00)
5/14/2018	Moon Valley	\$ (2,595.84)
5/14/2018	Target	\$ (33.33)
5/14/2018	Target	\$ (72.07)

5/14/2018	Revival Cycles	\$ (32.50)
5/14/2018	AF1 Racing	\$ (68.98)
4/13/2018	QuickenLoans	\$ (660.91)
4/18/2018	CC Payment	\$ (132.38)
4/18/2018	Southwest Gas	\$ (49.72)
4/23/2018	Cox Communications	\$ (111.08)
4/26/2018	CC Payment	\$ (71.83)
4/27/2018	QuickenLoans	\$ (660.91)
4/30/2018	Capital One Payment	\$ (55.43)
5/1/2018	Paypal	\$ (59.00)
5/1/2018	City of Las Vegas Utility	\$ (19.68)
5/3/2018	Farmers Life Ins	\$ (171.84)
5/3/2018	NV Energy	\$ (124.01)
5/4/2018	LVVWD	\$ (41.90)
5/7/2018	CC Payment	\$ (13.61)
5/11/2018	QuickenLoans	\$ (660.91)
5/14/2018	CC Payment	\$ (33.50)
5/15/2018	ADP Total Source Direct Deposit	\$ 2,718.40
5/21/2018	Zelle Transfer	\$ 1,500.00
5/21/2018	Bk of America Automatic Transfer	\$ 500.00
5/24/2018	Zelle Transfer	\$ 1,500.00
5/29/2018	Bk of America Automatic Transfer	\$ 500.00
6/1/2018	ADP Total Source Direct Deposit	\$ 2,718.40
6/4/2018	Bk of America Automatic Transfer	\$ 500.00
6/5/2018	Zelle Transfer	\$ 1,500.00
6/11/2018	Bk of America Automatic Transfer	\$ 500.00
6/13/2018	Interest Earned	\$ 0.37
5/15/2018	Starbucks	\$ (19.05)
5/15/2018	McDonald's	\$ (12.65)
5/15/2018	Onnit	\$ (104.11)
5/15/2018	UberEats	\$ (36.17)
5/15/2018	Sarah Sisson	\$ (116.59)
5/16/2018	CoffeePub	\$ (13.47)
5/17/2018	Starbucks	\$ (3.30)
5/17/2018	UberEats	\$ (13.54)
5/17/2018	UberEats	\$ (26.63)
5/18/2018	Real Donuts	\$ (12.60)
5/18/2018	iTunesBill	\$ (0.99)
5/18/2018	iTunesBill	\$ (14.95)
5/18/2018	UberEats	\$ (19.58)
5/21/2018	El Solitario	\$ (74.48)
5/21/2018	Wendys	\$ (17.28)
5/21/2018	iTunesBill	\$ (25.95)
5/21/2018	UberEats	\$ (37.44)
5/21/2018	Ruby's Dinette	\$ (9.49)
5/21/2018	McCarran Airport Parking	\$ (4.00)
5/21/2018	Saint.cc Fitzroy	\$ (350.00)
5/21/2018	UberEats	\$ (22.37)
5/21/2018	Garbanzo Med Grill	\$ (17.88)
5/21/2018	Target	\$ (130.85)
5/21/2018	UPS Store	\$ (71.89)
5/21/2018	CVS Pharmacy	\$ (15.14)
5/21/2018	iTunesBill	\$ (27.98)
5/21/2018	Brunos Taco	\$ (14.81)

5/22/2018	Eureka	\$ (28.57)
5/22/2018	Eureka	\$ (18.74)
5/22/2018	Luxury Thai Spa	\$ (90.00)
5/23/2018	Publicus	\$ (7.58)
5/23/2018	Teriyaki Madness	\$ (9.85)
5/23/2018	Summerlin Hospital	\$ (791.00)
5/24/2018	Frontier AI	\$ (7.18)
5/24/2018	CoffeePub	\$ (13.93)
5/24/2018	Southwest	\$ (311.96)
5/24/2018	Trainerroad.com	\$ (10.00)
5/24/2018	iTunesBill	\$ (35.96)
5/24/2018	UberEats	\$ (30.95)
5/24/2018	Integrated Health Vent	\$ (70.60)
5/25/2018	Palace Café	\$ (11.86)
5/25/2018	AAFES CAR HOSPITAL	\$ (22.50)
5/25/2018	Milkmaid Goods	\$ (45.90)
5/25/2018	T-Bird Jewels	\$ (1,212.40)
5/25/2018	UPS Store	\$ (15.54)
5/29/2018	Wendys	\$ (29.59)
5/29/2018	CoffeePub	\$ (15.77)
5/29/2018	iTunesBill	\$ (14.96)
5/29/2018	Wendys	\$ (4.53)
5/29/2018	Sonic	\$ (7.98)
5/29/2018	Fit4Mom	\$ (65.00)
5/29/2018	The Cornucopia	\$ (2.50)
5/29/2018	Pepsive	\$ (2.50)
5/29/2018	Regal Cinemas	\$ (38.80)
5/29/2018	La Cabana Mexican Restaurant	\$ (29.82)
5/29/2018	Summerlin Centre	\$ (18.00)
5/29/2018	UberEats	\$ (12.56)
5/29/2018	UberEats	\$ (22.21)
5/29/2018	iTunesBill	\$ (21.97)
5/29/2018	King Soopers	\$ (31.95)
5/29/2018	King Soopers	\$ (155.39)
5/29/2018	Bagel Café	\$ (13.00)
5/29/2018	Frontier AI	\$ (346.40)
5/29/2018	Alamo	\$ (1,033.98)
5/29/2018	UberEats	\$ (14.72)
5/29/2018	Best Buy	\$ (2,201.49)
5/29/2018	Uber	\$ (10.00)
5/29/2018	Uber	\$ (17.12)
5/29/2018	King Soopers	\$ (33.04)
5/30/2018	Bagel Café	\$ (21.50)
5/30/2018	McDonald's	\$ (13.93)
5/30/2018	McDonald's	\$ (8.85)
5/30/2018	iTunesBill	\$ (9.99)
5/30/2018	UberEats	\$ (28.81)
5/30/2018	SaveMart	\$ (9.57)
5/31/2018	Cheyenne Mt Zoo	\$ (81.00)
5/31/2018	Cheyenne Mt Zoo	\$ (37.29)
5/31/2018	Priceline	\$ (11.00)
5/31/2018	Cheyenne Mt Zoo	\$ (43.28)
5/31/2018	CoffeeBean&Tea	\$ (4.64)
5/31/2018	BkofAmericaATM	\$ (200.00)

6/1/2018	Panasonic	\$ (8.00)
6/1/2018	Starbucks	\$ (10.07)
6/1/2018	Wendys	\$ (3.77)
6/1/2018	Traveller Gifts	\$ (3.99)
6/1/2018	iTunesBill	\$ (24.97)
6/4/2018	Sonic	\$ (18.96)
6/4/2018	UberEats	\$ (38.60)
6/4/2018	CLA	\$ (1,212.00)
6/4/2018	CosmoProf	\$ (212.05)
6/4/2018	McCarran Airport Parking	\$ (2.00)
6/4/2018	AMC Town Square	\$ (10.49)
6/4/2018	AMC Town Square	\$ (18.80)
6/4/2018	iTunesBill	\$ (12.99)
6/4/2018	Colorado Springs	\$ (3.13)
6/4/2018	Starbucks	\$ (3.13)
6/4/2018	McCarran Airport Parking	\$ (6.00)
6/4/2018	UberEats	\$ (34.24)
6/4/2018	Uber	\$ (25.50)
6/4/2018	Uber	\$ (5.00)
6/4/2018	Uber	\$ (22.20)
6/4/2018	Uber	\$ (5.00)
6/4/2018	UberEats	\$ (20.13)
6/5/2018	iTunesBill	\$ (30.96)
6/5/2018	Pediatric Surgery	\$ (15.00)
6/5/2018	Target	\$ (153.30)
6/6/2018	McDonald's	\$ (3.24)
6/6/2018	Vons	\$ (68.04)
6/7/2018	Bagel Café	\$ (11.45)
6/7/2018	iTunesBill	\$ (14.99)
6/7/2018	UberEats	\$ (27.40)
6/8/2018	iTunesBill	\$ (22.98)
6/8/2018	UberEats	\$ (9.31)
6/8/2018	UberEats	\$ (33.03)
6/8/2018	BkofAmericaATM	\$ (100.00)
6/11/2018	iTunesBill	\$ (16.96)
6/11/2018	UberEats	\$ (15.82)
6/11/2018	Wonderland Bakery	\$ (122.00)
6/11/2018	Wendys	\$ (11.04)
6/11/2018	UberEats	\$ (39.37)
6/11/2018	McDonald's	\$ (9.74)
6/11/2018	UberEats	\$ (41.63)
6/11/2018	iTunesBill	\$ (34.97)
6/11/2018	UberEats	\$ (27.91)
6/11/2018	Price is Right Mini	\$ (65.00)
6/11/2018	BkofAmericaATM	\$ (200.00)
6/11/2018	7-Eleven	\$ (10.43)
6/13/2018	Wendys	\$ (8.53)
6/13/2018	Five Guys	\$ (28.75)
6/13/2018	UberEats	\$ (34.09)
6/13/2018	Sunshine Valley Pediatrics	\$ (10.00)
6/13/2018	La Cabana Mexican Restaurant	\$ (13.86)
5/21/2018	Southwest Gas	\$ (35.77)
2/23/2018	Cox Communications	\$ (145.78)
5/25/2018	QuickenLoans	\$ (660.91)

5/29/2018	CC Payment	\$ (82.24)
6/1/2018	NV Energy	\$ (121.66)
6/4/2018	CC Payment	\$ (870.00)
6/4/2018	Paypal	\$ (59.00)
6/5/2018	Farmers Life Ins	\$ (171.84)
6/7/2018	LVVWD	\$ (73.41)
6/8/2018	QuickenLoans	\$ (660.91)
	Checks	\$ (900.00)
	Service Fee	\$ (12.73)
6/15/2018	ADP Total Source Direct Deposit	\$ 4,689.28
6/15/2018	Zelle Transfer	\$ 1,500.00
6/18/2018	Bk of America Automatic Transfer	\$ 500.00
6/25/2018	Bk of America Automatic Transfer	\$ 500.00
6/29/2018	ADP Total Source Direct Deposit	\$ 2,718.40
6/29/2018	Temporary Credit Adjustment	\$ 999.95
6/29/2018	Realtruck	\$ 314.99
6/29/2018	Temporary Credit Adjustment	\$ 314.99
7/2/2018	Zelle Transfer	\$ 1,500.00
7/2/2018	Realtruck	\$ 999.95
7/2/2018	Bk of America Automatic Transfer	\$ 500.00
7/2/2018	Temporary Credit Adjustment	\$ 469.95
7/9/2018	Bk of America Automatic Transfer	\$ 500.00
7/10/2018	Realtruck	\$ 469.95
7/11/2018	Zelle Transfer	\$ 1,500.00
7/13/2018	ADP Total Source Direct Deposit	\$ 2,718.39
7/13/2018	Interest Earned	\$ 0.42
6/14/2018	Palace Café	\$ (11.89)
6/14/2018	iTunesBill	\$ (4.99)
6/14/2018	Netflix	\$ (10.99)
6/14/2018	Onnit	\$ (104.11)
6/15/2018	Jack in the Box	\$ (9.07)
6/15/2018	DMV	\$ (62.00)
6/15/2018	Wendys	\$ (6.47)
6/15/2018	Smiths	\$ (47.91)
6/18/2018	iTunesBill	\$ (10.98)
6/18/2018	UberEats	\$ (22.31)
6/18/2018	UberEats	\$ (12.23)
6/18/2018	UberEats	\$ (48.28)
6/18/2018	UberEats	\$ (50.06)
6/18/2018	iTunesBill	\$ (35.97)
6/18/2018	Target	\$ (89.82)
6/18/2018	Papa John's	\$ (59.13)
6/18/2018	iTunesBill	\$ (3.99)
6/18/2018	UberEats	\$ (57.97)
6/18/2018	UberEats	\$ (56.95)
6/18/2018	iTunesBill	\$ (0.99)
6/19/2018	iTunesBill	\$ (9.99)
6/19/2018	Realtruck	\$ (314.99)
6/19/2018	UberEats	\$ (14.81)
6/20/2018	Chevron	\$ (100.00)
6/20/2018	UberEats	\$ (22.81)
6/20/2018	Summerlin Hospital	\$ (349.56)
6/20/2018	Billing Las Vegas Office	\$ (10.00)
6/20/2018	BuyBuyBaby	\$ (143.98)

6/20/2018	Smiths	\$ (71.83)
6/21/2018	Bagel Café	\$ (17.95)
6/21/2018	St. Rose Hospital	\$ (960.54)
6/21/2018	Wendys	\$ (3.99)
6/21/2018	Realtruck	\$ (469.95)
6/21/2018	Target	\$ (7.53)
6/21/2018	Target	\$ (29.63)
6/22/2018	Wendys	\$ (5.07)
6/22/2018	iTunesBill	\$ (53.94)
6/22/2018	Wendys	\$ (6.14)
6/22/2018	UberEats	\$ (16.84)
6/22/2018	UberEats	\$ (16.88)
6/22/2018	UberEats	\$ (56.95)
6/22/2018	Target	\$ (79.29)
6/22/2018	Target	\$ (179.37)
6/25/2018	Priceline	\$ (22.00)
6/25/2018	iTunesBill	\$ (18.98)
6/25/2018	UberEats	\$ (14.68)
6/25/2018	Trainerroad.com	\$ (10.00)
6/25/2018	Wendys	\$ (15.65)
6/25/2018	BkofAmericaATM	\$ (200.00)
6/25/2018	Cookie Cookery	\$ (5.00)
6/25/2018	ALG Air	\$ (18.00)
6/25/2018	Lolli and Pops	\$ (18.00)
6/25/2018	Wasabi at Citywalk	\$ (31.19)
6/25/2018	And Waffles	\$ (19.83)
6/25/2018	UberEats	\$ (20.11)
6/26/2018	Carls Jr	\$ (11.22)
6/26/2018	In-N-Out	\$ (19.38)
6/26/2018	iTunesBill	\$ (9.99)
6/26/2018	UberEats	\$ (18.95)
6/26/2018	Target	\$ (139.37)
6/27/2018	Fit4Mom	\$ (65.00)
6/27/2018	Realtruck	\$ (999.95)
6/28/2018	Palace Café	\$ (5.79)
6/28/2018	Wendys	\$ (8.21)
6/28/2018	iTunesBill	\$ (38.97)
6/28/2018	UberEats	\$ (26.61)
6/29/2018	Palace Café	\$ (4.79)
6/29/2018	Walgreens	\$ (2.40)
7/2/2018	Target	\$ (23.80)
7/2/2018	Mahalocases North York	\$ (59.95)
7/2/2018	Petsmart	\$ (65.78)
7/3/2018	CLA	\$ (150.00)
7/3/2018	Target	\$ (61.47)
7/5/2018	CLA	\$ (1,212.00)
7/5/2018	Whasn	\$ (20.00)
7/5/2018	McDonald's	\$ (7.24)
7/9/2018	UberEats	\$ (38.19)
7/9/2018	Soji Energy	\$ (168.43)
7/9/2018	UberEats	\$ (40.71)
7/9/2018	Bagel Café	\$ (25.69)
7/9/2018	Regal Cinemas	\$ (34.80)
7/9/2018	Price is Right Mini	\$ (65.00)

7/9/2018	Dave&Busters	\$ (52.00)
7/9/2018	Summerlin Centre	\$ (40.11)
7/9/2018	UberEats	\$ (30.43)
7/9/2018	Date Night	\$ (120.00)
7/9/2018	Smiths	\$ (61.67)
7/9/2018	UberEats	\$ (15.48)
7/9/2018	SaveMart	\$ (55.53)
7/10/2018	Mkt Las	\$ (21.51)
7/10/2018	Eldorado Millies	\$ (20.19)
7/10/2018	Eldorado Coffee Company	\$ (5.87)
7/10/2018	Roundabout Grill	\$ (4.25)
7/10/2018	UberEats	\$ (21.20)
7/10/2018	Shell	\$ (55.94)
7/10/2018	Famous Footwear	\$ (113.63)
7/10/2018	Vincent Nalbone	\$ (15.00)
7/10/2018	Target	\$ (103.40)
7/11/2018	Starbucks	\$ (10.45)
7/11/2018	Starbucks	\$ (12.29)
7/11/2018	Taco Bell	\$ (7.11)
7/11/2018	The Jungle Zone	\$ (24.84)
7/11/2018	Target	\$ (164.78)
7/12/2018	Subway	\$ (1.70)
7/12/2018	Sunshine Valley Pediatrics	\$ (112.52)
7/12/2018	Chevron	\$ (6.67)
7/13/2018	Taco Bell	\$ (7.99)
7/13/2018	Reno	\$ (10.48)
7/13/2018	Wendys	\$ (6.47)
7/13/2018	UberEats	\$ (23.89)
7/13/2018	C-A-L Ranch	\$ (133.62)
7/13/2018	Target	\$ (87.96)
7/13/2018	Vons	\$ (42.60)
6/18/2018	Southwest Gas	\$ (27.48)
6/21/2018	RepublicServices	\$ (44.53)
6/22/2018	QuickenLoans	\$ (660.91)
6/25/2018	Cox Communications	\$ (145.78)
6/28/2018	CC Payment	\$ (135.00)
7/2/2018	Capital One Payment	\$ (189.32)
7/2/2018	Capital One Payment	\$ (92.80)
7/5/2018	NV Energy	\$ (275.69)
7/5/2018	Farmers Life Ins	\$ (171.84)
7/6/2018	QuickenLoans	\$ (660.91)
7/9/2018	Transfer Adam M Solinger	\$ (1,000.00)
7/9/2018	CC Payment	\$ (544.75)
7/10/2018	LVVWD	\$ (68.57)
7/10/2018	CC Payment	\$ (38.97)
7/13/2018	Paypal	\$ (120.00)
7/13/2018	Paypal	\$ (119.00)
7/13/2018	CC Payment	\$ (70.00)
7/13/2018	Paypal	\$ (49.99)
	Service Fee	\$ (4.80)
7/16/2018	Bk of America Automatic Transfer	\$ 500.00
7/23/2018	Bk of America Automatic Transfer	\$ 500.00
7/23/2018	Preferred Rewards ATM Operator Refund	\$ 3.00
7/27/2018	Zelle Transfer	\$ 1,500.00

7/30/2018	Bk of America Automatic Transfer	\$ 500.00
8/1/2018	ADP Total Source Direct Deposit	\$ 2,718.40
8/3/2018	Zelle Transfer	\$ 1,500.00
8/3/2018	BkofAmerica Mobile	\$ 235.00
8/3/2018	BkofAmerica Mobile	\$ 105.00
8/3/2018	Safelite E-Commerce	\$ 29.99
8/6/2018	Bk of America Automatic Transfer	\$ 500.00
8/13/2018	Bk of America Automatic Transfer	\$ 500.00
8/15/2018	ADP Total Source Direct Deposit	\$ 2,718.40
8/15/2018	Interest Earned	\$ 0.43
7/16/2018	Bagel Cafe	\$ (7.50)
7/16/2018	Subway	\$ (1.73)
7/16/2018	UberEats	\$ (24.40)
7/16/2018	UberEats	\$ (16.84)
7/16/2018	Dave&Busters	\$ (29.00)
7/16/2018	Summerlin Centre	\$ (50.70)
7/16/2018	Taco Bell	\$ (11.00)
7/16/2018	The Toy Box	\$ (15.89)
7/16/2018	Wonderland Bakery	\$ (6.75)
7/16/2018	Regal Summerlin Centre	\$ (8.27)
7/16/2018	UberEats	\$ (44.02)
7/17/2018	The Disney Store	\$ (48.66)
7/17/2018	Dairy Queen	\$ (9.72)
7/17/2018	Bagel Café	\$ (15.00)
7/17/2018	Taco Bell	\$ (13.70)
7/17/2018	UberEats	\$ (16.77)
7/17/2018	UberEats	\$ (15.48)
7/17/2018	Hudson	\$ (3.99)
7/17/2018	Maverik	\$ (14.38)
7/17/2018	Target	\$ (121.74)
7/18/2018	Pediatric Surgery	\$ (250.00)
7/18/2018	FS Travel Insurance	\$ (159.00)
7/18/2018	Wendys	\$ (9.82)
7/18/2018	CoffeeBean&Tea	\$ (4.64)
7/18/2018	Maverik	\$ (27.50)
7/18/2018	Uber	\$ (17.87)
7/18/2018	McDonald's	\$ (6.68)
7/18/2018	Conoco	\$ (31.41)
7/18/2018	Uber	\$ (20.39)
7/19/2018	Bagel Café	\$ (15.00)
7/19/2018	Uber	\$ (1.53)
7/19/2018	UberEats	\$ (34.22)
7/20/2018	Sugarfina	\$ (65.00)
7/23/2018	Bagel Café	\$ (7.50)
7/23/2018	Frijoles & Frescas	\$ (7.44)
7/23/2018	Phillips 66	\$ (78.21)
7/23/2018	Dairy Queen	\$ (5.51)
7/23/2018	McDonald's	\$ (35.69)
7/23/2018	Frijoles & Frescas	\$ (20.82)
7/23/2018	Lolli and Pops	\$ (24.00)
7/23/2018	UberEats	\$ (22.31)
7/23/2018	Canvas Credit	\$ (203.00)
7/23/2018	C-A-L Ranch	\$ (230.40)
7/24/2018	Firedrock Steakhouse	\$ (17.32)

7/24/2018	Phillips 66	\$ (65.05)
7/24/2018	Kwik Stop	\$ (10.33)
7/25/2018	Bagel Café	\$ (8.50)
7/25/2018	Wolfgang Puck	\$ (18.60)
7/25/2018	jamba Juice	\$ (4.32)
7/25/2018	AE Gas&Food	\$ (3.14)
7/25/2018	Family Dollar	\$ (77.13)
7/26/2018	Taco John's	\$ (6.49)
7/26/2018	Subway	\$ (6.70)
7/26/2018	Chevron	\$ (82.54)
7/26/2018	Uber	\$ (10.89)
7/26/2018	Uber	\$ (3.00)
7/27/2018	Great Scotts Eatery	\$ (14.42)
7/27/2018	Subway	\$ (27.60)
7/27/2018	Trainerroad.com	\$ (99.00)
7/27/2018	Thomas Market	\$ (70.22)
7/30/2018	Great Scotts Eatery	\$ (14.77)
7/30/2018	U-Haul	\$ (104.94)
7/30/2018	Hope Cookies	\$ (2.32)
7/30/2018	Wendys	\$ (6.50)
7/30/2018	UberEats	\$ (33.32)
7/30/2018	UberEats	\$ (33.14)
7/30/2018	PintoRanch	\$ (58.40)
7/30/2018	L'Atelier Macaron	\$ (15.33)
7/30/2018	Chevron	\$ (74.93)
7/30/2018	Target	\$ (8.57)
7/30/2018	Chevron	\$ (14.08)
7/30/2018	Dairy Queen	\$ (2.48)
7/30/2018	Regal Aliente Stadium	\$ (5.73)
7/30/2018	Chevron	\$ (46.75)
7/30/2018	Virgin Valley	\$ (12.74)
7/30/2018	UberEats	\$ (37.42)
7/30/2018	HudsonNews	\$ (4.29)
7/30/2018	McCarran Airport Parking	\$ (2.00)
7/30/2018	UberEats	\$ (45.04)
7/31/2018	Taco Bell	\$ (11.33)
7/31/2018	McDonald's	\$ (5.50)
7/31/2018	UberEats	\$ (24.95)
7/31/2018	Dairy Queen	\$ (4.32)
7/31/2018	Target	\$ (113.22)
8/1/2018	Cacti Grounds Management	\$ (300.00)
8/1/2018	Capriotti's	\$ (5.32)
8/1/2018	Firestone	\$ (36.07)
8/1/2018	Wendys	\$ (11.44)
8/1/2018	UberEats	\$ (28.23)
8/1/2018	Baronbiosys.com	\$ (99.94)
8/1/2018	Chevron	\$ (100.00)
8/1/2018	UberEats	\$ (50.46)
8/2/2018	Tushita Heaven Inc	\$ (145.70)
8/2/2018	Safelite E-Commerce	\$ (158.62)
8/2/2018	Pediatric Surgery	\$ (15.00)
8/2/2018	Jack in the Box	\$ (9.07)
8/2/2018	Payless Shoes	\$ (45.44)
8/2/2018	CLA	\$ (1,212.00)

8/3/2018	Bagel Café	\$ (7.95)
8/3/2018	Starbucks	\$ (11.10)
8/3/2018	UberEats	\$ (26.63)
8/3/2018	Target	\$ (241.85)
8/3/2018	Walgreens	\$ (4.32)
8/6/2018	Starbucks	\$ (7.93)
8/6/2018	Taco Bell	\$ (7.99)
8/6/2018	Papa John's	\$ (56.80)
8/6/2018	Starbucks	\$ (7.79)
8/6/2018	patpat.com	\$ (63.26)
8/6/2018	legalcontracts.com	\$ (33.00)
8/6/2018	Starbucks	\$ (13.42)
8/6/2018	McDonald's	\$ (13.40)
8/6/2018	Dave&Busters	\$ (102.00)
8/6/2018	Silver Post	\$ (43.30)
8/6/2018	Summerlin	\$ (13.46)
8/6/2018	UberEats	\$ (33.65)
8/6/2018	Chevron	\$ (2.49)
8/7/2018	UberEats	\$ (20.15)
8/7/2018	Onnit	\$ (135.99)
8/7/2018	UberEats	\$ (21.63)
8/7/2018	Chevron	\$ (9.19)
8/8/2018	Publicus	\$ (8.21)
8/8/2018	UberEats	\$ (14.75)
8/8/2018	UberEats	\$ (18.76)
8/8/2018	Smiths	\$ (6.00)
8/9/2018	Continuing Legal Education	\$ (100.00)
8/9/2018	Taco Bell	\$ (20.51)
8/9/2018	Greens and Grill	\$ (13.44)
8/9/2018	UberEats	\$ (26.31)
8/9/2018	Price is Right Mini	\$ (115.00)
8/9/2018	Vons	\$ (176.02)
8/10/2018	UberEats	\$ (18.97)
8/10/2018	Summerlin Hospital	\$ (349.56)
8/13/2018	Publicus	\$ (8.21)
8/13/2018	UberEats	\$ (21.55)
8/13/2018	SunriseHospital	\$ (34.62)
8/13/2018	Postmates Vesta Coffee	\$ (41.56)
8/13/2018	Sunshine Valley Pediatrics	\$ (10.00)
8/13/2018	UberEats	\$ (52.73)
8/13/2018	UberEats	\$ (31.50)
8/13/2018	Just Nails	\$ (105.00)
8/13/2018	UberEats	\$ (25.45)
8/13/2018	UberEats	\$ (37.80)
8/13/2018	Uber	\$ (32.14)
8/13/2018	UberEats	\$ (19.66)
8/13/2018	HudsonNews	\$ (3.99)
8/13/2018	Pretzel Maker	\$ (5.19)
8/13/2018	Vincent Nalbone	\$ (15.00)
8/13/2018	Target	\$ (142.58)
8/13/2018	Target	\$ (7.53)
8/14/2018	jamba Juice	\$ (3.56)
8/14/2018	Allegnt BuyonBoard	\$ (2.00)
8/14/2018	CosmoProf	\$ (149.50)

8/14/2018	Patagonia	\$ (18.66)
8/15/2018	McDonald's	\$ (11.67)
8/15/2018	ShopJeanPhotography.com	\$ (25.00)
8/15/2018	ShopJeanPhotography.com	\$ (19.97)
8/15/2018	ShopJeanPhotography.com	\$ (14.97)
8/15/2018	UberEats	\$ (16.49)
8/15/2018	Carter's	\$ (124.96)
8/15/2018	Target	\$ (195.28)
8/15/2018	TraderJoe's	\$ (12.46)
7/17/2018	Capital One Payment	\$ (375.11)
7/17/2018	Capital One Payment	\$ (97.00)
7/17/2018	Southwest Gas	\$ (28.18)
7/20/2018	QuickenLoans	\$ (660.91)
7/23/2018	Cox Communications	\$ (145.78)
7/30/2018	CC Payment	\$ (110.00)
8/2/2018	City of Las vegas Utility	\$ (63.03)
8/3/2018	QuickenLoans	\$ (660.91)
8/3/2018	NV Energy	\$ (361.97)
8/3/2018	Farmers Life Ins	\$ (171.84)
8/7/2018	CC Payment	\$ (204.00)
8/8/2018	Paypal	\$ (260.00)
8/8/2018	LVVWD	\$ (95.18)
8/14/2018	CC Payment	\$ (120.00)
	Service Fee	\$ (3.00)
8/20/2018	Bk of America Automatic Transfer	\$ 500.00
8/27/2018	Bk of America Automatic Transfer	\$ 500.00
8/27/2018	Refund UberEats	\$ 27.63
8/31/2018	ADP Total Source Direct Deposit	\$ 2,718.40
9/4/2018	Zelle Transfer	\$ 1,500.00
9/4/2018	Bk of America Automatic Transfer	\$ 500.00
9/4/2018	Adobe Products	\$ 7.66
9/10/2018	Bk of America Automatic Transfer	\$ 500.00
9/12/2018	Interest Earned	\$ 0.36
8/16/2018	Jack in the Box	\$ (12.96)
8/16/2018	City of Reno Parking	\$ (3.00)
8/16/2018	UberEats	\$ (11.05)
8/17/2018	Starbucks	\$ (10.55)
8/17/2018	Island Pet Hospital	\$ (488.66)
8/17/2018	Whoop Inc	\$ (21.99)
8/17/2018	Burlington	\$ (52.90)
8/17/2018	BuyBuyBaby	\$ (51.91)
8/17/2018	Smiths	\$ (27.95)
8/20/2018	Escape Lounge	\$ (48.71)
8/20/2018	UberEats	\$ (38.78)
8/20/2018	UberEats	\$ (45.80)
8/20/2018	UberEats	\$ (31.50)
8/21/2018	Vent Blotique	\$ (60.00)
8/21/2018	McDonald's	\$ (7.99)
8/21/2018	Dairy Queen	\$ (7.65)
8/21/2018	UberEats	\$ (56.53)
8/22/2018	Palace Café	\$ (9.28)
8/22/2018	Onnit	\$ (25.37)
8/22/2018	Ashley E Hoban DMD	\$ (392.00)
8/22/2018	UberEats	\$ (26.10)

8/22/2018	Smiths	\$ (63.99)
8/22/2018	Chevron	\$ (18.38)
8/23/2018	McDonald's	\$ (9.61)
8/23/2018	Coffee Brothers	\$ (4.50)
8/23/2018	UberEats	\$ (17.54)
8/24/2018	In-N-Out	\$ (17.43)
8/24/2018	Madhouse Coffee	\$ (16.69)
8/24/2018	UberEats	\$ (24.28)
8/24/2018	UberEats	\$ (6.00)
8/24/2018	Target	\$ (134.56)
8/27/2018	McDonald's	\$ (10.15)
8/27/2018	UberEats	\$ (16.50)
8/27/2018	Allergy & Asthma Center	\$ (25.00)
8/27/2018	UberEats	\$ (27.63)
8/27/2018	Winchells	\$ (15.77)
8/27/2018	Jack in the Box	\$ (16.84)
8/27/2018	Target	\$ (54.86)
8/27/2018	Microsoft XBOX	\$ (48.99)
8/27/2018	Smiths	\$ (8.99)
8/28/2018	Adobe Systems Inc	\$ (9.99)
8/28/2018	Quest Diagnostics	\$ (10.00)
8/28/2018	Quest Diagnostics	\$ (10.00)
8/28/2018	Smiths	\$ (22.56)
8/29/2018	Publicus	\$ (8.34)
8/29/2018	UberEats	\$ (50.83)
8/29/2018	Party USA	\$ (61.05)
8/29/2018	UberEats	\$ (32.72)
8/30/2018	Publicus	\$ (8.34)
8/30/2018	Paypal	\$ (22.00)
8/30/2018	UberEats	\$ (19.19)
8/30/2018	Smiths	\$ (5.00)
8/31/2018	UberEats	\$ (29.44)
8/31/2018	Target	\$ (81.37)
9/4/2018	Starbucks	\$ (7.52)
9/4/2018	Integrated Health Vent	\$ (70.60)
9/4/2018	CLA	\$ (566.00)
9/4/2018	UberEats	\$ (39.41)
9/4/2018	UberEats	\$ (44.61)
9/4/2018	Bonefish Grill	\$ (98.59)
9/4/2018	Apple Store	\$ (3,083.09)
9/4/2018	Smiths	\$ (36.76)
9/4/2018	InfiniteColorPanel.com	\$ (99.00)
9/4/2018	Adobe Systems Inc	\$ (19.99)
9/4/2018	UberEats	\$ (19.98)
9/4/2018	UberEats	\$ (35.14)
9/4/2018	UberEats	\$ (33.45)
9/4/2018	UberEats	\$ (33.24)
9/5/2018	Jack in the Box	\$ (14.35)
9/5/2018	Ashley E Hoban DMD	\$ (232.00)
9/6/2018	McDonald's	\$ (12.09)
9/6/2018	UberEats	\$ (17.54)
9/6/2018	UberEats	\$ (17.98)
9/6/2018	Onnit	\$ (130.61)
9/6/2018	UberEats	\$ (22.08)

9/6/2018	CJ's Italian Ice	\$ (11.55)
9/6/2018	Chevron	\$ (10.42)
9/6/2018	Target	\$ (23.80)
9/6/2018	Target	\$ (103.10)
9/7/2018	Chevron	\$ (100.00)
9/7/2018	UberEats	\$ (15.17)
9/7/2018	UberEats	\$ (31.89)
9/10/2018	Publicus	\$ (8.34)
9/10/2018	Whasn	\$ (10.00)
9/10/2018	McDonald's	\$ (10.79)
9/10/2018	Nintendo	\$ (59.99)
9/10/2018	Taco Bell	\$ (18.47)
9/10/2018	Target	\$ (100.96)
9/11/2018	T-Bird Jewels	\$ (125.00)
9/11/2018	Target	\$ (338.44)
9/12/2018	Chevron	\$ (38.33)
8/17/2018	QuickenLoans	\$ (660.91)
8/17/2018	Capital One Payment	\$ (234.53)
8/20/2018	CC Payment	\$ (140.00)
8/20/2018	Southwest Gas	\$ (26.49)
8/21/2018	Paypal	\$ (67.00)
8/23/2018	Cox Communications	\$ (145.78)
8/28/2018	CC Payment	\$ (79.75)
8/31/2018	QuickenLoans	\$ (660.91)
9/4/2018	NV Energy	\$ (382.52)
9/4/2018	CC Payment	\$ (79.00)
9/5/2018	Capital One Payment	\$ (27.95)
9/6/2018	Farmers Life Ins	\$ (171.84)
9/7/2018	LVVWD	\$ (134.61)
8/16/2018	Service Fee	\$ (26.00)
9/13/2018	Zelle Transfer	\$ 1,500.00
9/14/2018	ADP Total Source Direct Deposit	\$ 3,422.29
9/17/2018	Bk of America Automatic Transfer	\$ 500.00
9/21/2018	Zelle Transfer	\$ 1,500.00
9/24/2018	Bk of America Automatic Transfer	\$ 500.00
10/1/2018	ADP Total Source Direct Deposit	\$ 2,718.38
10/1/2018	Bk of America Automatic Transfer	\$ 500.00
10/9/2018	Bk of America Automatic Transfer	\$ 500.00
10/15/2018	ADP Total Source Direct Deposit	\$ 2,718.40
10/15/2018	Bk of America Automatic Transfer	\$ 500.00
10/15/2018	Interest Earned	\$ 0.39
9/13/2018	Target	\$ (7.53)
9/13/2018	Target	\$ (105.53)
9/14/2018	Target	\$ (111.88)
9/17/2018	Island Pet Hospital	\$ (60.40)
9/17/2018	Target	\$ (10.50)
9/17/2018	Petsmart	\$ (8.57)
9/17/2018	Masabi LLC	\$ (18.00)
9/17/2018	Target	\$ (126.54)
9/17/2018	Billy's Gourmet	\$ (13.40)
9/17/2018	Target	\$ (189.18)
9/18/2018	Nintendo	\$ (39.99)
9/18/2018	Masabi LLC	\$ (9.00)
9/18/2018	Hobby Lobby	\$ (100.68)

9/19/2018	Happy Cakes Café	\$ (7.05)
9/19/2018	Flight Stop	\$ (10.07)
9/19/2018	SWA Inflight Wifi	\$ (8.00)
9/19/2018	Target	\$ (23.80)
9/19/2018	Target	\$ (18.46)
9/20/2018	McDonald's	\$ (15.66)
9/20/2018	Teeprecise.com	\$ (26.89)
9/20/2018	Springs Preserve	\$ (10.28)
9/21/2018	Starbucks	\$ (13.21)
9/21/2018	Vons	\$ (0.75)
9/21/2018	Vons	\$ (69.50)
9/21/2018	Arco	\$ (7.35)
9/21/2018	Hobby Lobby	\$ (83.04)
9/24/2018	Quest Diagnostics	\$ (10.00)
9/24/2018	Bed Bath & Beyond	\$ (124.43)
9/25/2018	Peppermill Café	\$ (3.44)
9/26/2018	Sips Coffee	\$ (5.98)
9/26/2018	Bed Bath & Beyond	\$ (49.04)
9/26/2018	Taco Bell	\$ (7.83)
9/26/2018	Chevron	\$ (91.55)
9/26/2018	Kohls	\$ (95.79)
9/27/2018	Starbucks	\$ (12.67)
9/27/2018	Sunshine Valley Pediatrics	\$ (20.00)
9/27/2018	Taco Bell	\$ (8.99)
9/28/2018	Las Vegas Veterinary	\$ (2,600.00)
9/28/2018	iTunesBill	\$ (2.99)
9/28/2018	iTunesBill	\$ (39.99)
9/28/2018	iTunesBill	\$ (32.98)
10/1/2018	Las Vegas Veterinary	\$ (1,200.38)
10/1/2018	Night in Boxes	\$ (120.00)
10/1/2018	Haircolorexports	\$ (330.00)
10/1/2018	iTunesBill	\$ (32.98)
10/1/2018	iTunesBill	\$ (4.99)
10/1/2018	iTunesBill	\$ (9.99)
10/1/2018	Nintendo	\$ (59.99)
10/1/2018	Taco Bell	\$ (4.10)
10/2/2018	CLA	\$ (1,126.00)
10/2/2018	Smiths	\$ (131.79)
10/3/2018	Petsmart	\$ (152.51)
10/3/2018	Target	\$ (81.17)
10/4/2018	Adobe Products	\$ (19.99)
10/4/2018	iTunesBill	\$ (34.98)
10/4/2018	Summerlin Hospital	\$ (580.00)
10/5/2018	Starbucks	\$ (14.07)
10/5/2018	In-N-Out	\$ (17.43)
10/5/2018	Stockx	\$ (218.95)
10/5/2018	BkofAmericaATM	\$ (200.00)
10/5/2018	Target	\$ (31.73)
10/9/2018	iTunesBill	\$ (35.98)
10/9/2018	Aromaticworld	\$ (31.99)
10/9/2018	Onnit	\$ (130.61)
10/9/2018	iTunesBill	\$ (27.98)
10/9/2018	iTunesBill	\$ (14.99)
10/9/2018	iTunesBill	\$ (6.28)

10/9/2018	iTunesBill	\$ (19.98)
10/9/2018	Microsoft XBOX	\$ (9.99)
10/10/2018	McDonald's	\$ (3.95)
10/11/2018	Target	\$ (88.85)
10/12/2018	iTunesBill	\$ (30.97)
10/12/2018	Island Pet Hospital	\$ (85.25)
10/15/2018	NACDL	\$ (185.00)
10/15/2018	Sunshine Valley Pediatrics	\$ (10.00)
10/15/2018	Publicus	\$ (8.34)
10/15/2018	Bellagio Hotel Self Park	\$ (18.00)
10/15/2018	Price is Right Mini	\$ (165.00)
10/15/2018	iTunesBill	\$ (16.27)
10/15/2018	iTunesBill	\$ (46.95)
10/15/2018	Whoop Inc	\$ (17.99)
10/15/2018	Pinkbox Doughnut	\$ (9.50)
9/13/2018	CC Payment	\$ (450.00)
9/14/2018	QuickenLoans	\$ (660.91)
9/17/2018	Southwest Gas	\$ (26.44)
9/18/2018	CC Payment	\$ (346.11)
9/20/2018	Temporary Credit Reversal	\$ (999.95)
9/20/2018	Temporary Credit Reversal	\$ (469.95)
9/20/2018	Temporary Credit Reversal	\$ (314.99)
9/21/2018	RepublicServices	\$ (44.91)
9/24/2018	Cox Communications	\$ (145.78)
9/26/2018	CC Payment	\$ (654.00)
9/27/2018	Capital One Payment	\$ (201.65)
9/28/2018	QuickenLoans	\$ (660.91)
10/3/2018	NV Energy	\$ (381.47)
10/3/2018	Farmers Life Ins	\$ (171.84)
10/5/2018	CC Payment	\$ (2,200.00)
10/5/2018	LVVWD	\$ (107.85)
10/10/2018	CC Payment	\$ (60.00)
10/12/2018	QuickenLoans	\$ (660.91)
10/3/2018	Check #191	\$ (160.00)
10/4/2018	Check #193	\$ (250.00)
10/9/2018	Service Fee	\$ (0.96)
10/18/2018	Zelle Transfer	\$ 1,500.00
10/22/2018	Bk of America Automatic Transfer	\$ 500.00
10/29/2018	Bk of America Automatic Transfer	\$ 500.00
10/31/2018	Zelle Transfer	\$ 1,500.00
11/1/2018	ADP Total Source Direct Deposit	\$ 2,718.40
11/5/2018	Bk of America Automatic Transfer	\$ 500.00
11/13/2018	Bk of America Automatic Transfer	\$ 500.00
11/13/2018	Interest Earned	\$ 0.32
10/16/2018	Taco Bell	\$ (15.43)
10/16/2018	Target	\$ (77.88)
10/17/2018	CLV Parking Meter	\$ (2.00)
10/17/2018	Target	\$ (131.24)
10/18/2018	Publicus	\$ (21.78)
10/18/2018	iTunesBill	\$ (0.99)
10/18/2018	iTunesBill	\$ (44.98)
10/18/2018	Chevron	\$ (30.87)
10/19/2018	Publicus	\$ (20.67)
10/19/2018	Starbucks	\$ (18.78)

10/19/2018	iTunesBill	\$ (9.98)
10/22/2018	Publicus	\$ (8.21)
10/22/2018	NumberBarn	\$ (21.00)
10/22/2018	Westward Ho Trading	\$ (24.76)
10/22/2018	Sprinkles	\$ (8.45)
10/22/2018	Stadium Vending	\$ (10.00)
10/22/2018	Quicktag/Pet Tag	\$ (15.00)
10/22/2018	Fairytale Arts	\$ (22.00)
10/22/2018	Gag Factory	\$ (55.60)
10/22/2018	Popcorn Toontown	\$ (8.50)
10/22/2018	Acorn's Gifts & Goo	\$ (107.52)
10/22/2018	Quicktag/Pet Tag	\$ (15.00)
10/22/2018	Target	\$ (23.80)
10/22/2018	Target	\$ (108.68)
10/23/2018	McDonald's	\$ (16.65)
10/23/2018	iTunesBill	\$ (49.98)
10/23/2018	UPS Store	\$ (13.87)
10/24/2018	Albertsons	\$ (102.35)
10/25/2018	iTunesBill	\$ (19.99)
10/25/2018	NACDL	\$ (60.00)
10/25/2018	iTunesBill	\$ (9.98)
10/26/2018	McDonald's	\$ (10.14)
10/26/2018	Lus Brands	\$ (71.00)
10/26/2018	Microsoft Store	\$ (53.99)
10/26/2018	BkofAmericaATM	\$ (200.00)
10/26/2018	Target	\$ (151.85)
10/26/2018	Target	\$ (80.46)
10/29/2018	Vons	\$ (29.93)
10/29/2018	McDonald's	\$ (16.06)
10/30/2018	McDonald's	\$ (11.76)
10/30/2018	iTunesBill	\$ (9.99)
10/30/2018	iTunesBill	\$ (9.99)
10/30/2018	Island Pet Hospital	\$ (85.25)
10/30/2018	Target	\$ (119.46)
10/30/2018	Office Depot	\$ (5.19)
10/31/2018	iTunesBill	\$ (8.98)
10/31/2018	iTunesBill	\$ (19.99)
11/2/2018	CLA	\$ (1,126.00)
11/2/2018	Target	\$ (120.57)
11/2/2018	BkofAmericaATM	\$ (200.00)
11/5/2018	CLV Parking Meter	\$ (3.00)
11/5/2018	Adobe Products	\$ (19.99)
11/5/2018	Payless Shoes	\$ (35.71)
11/5/2018	Target	\$ (46.09)
11/5/2018	iTunesBill	\$ (21.96)
11/5/2018	Onnit	\$ (126.93)
11/6/2018	McDonald's	\$ (15.43)
11/6/2018	iTunesBill	\$ (14.97)
11/6/2018	Ashley E Hoban DMD	\$ (84.00)
11/7/2018	Hi Point Coffee	\$ (3.06)
11/7/2018	Brad Singletary Secure	\$ (220.00)
11/7/2018	Target	\$ (51.64)
11/9/2018	CVS Pharmacy	\$ (16.23)
11/13/2018	iTunesBill	\$ (14.99)

11/13/2018	iTunesBill	\$ (15.97)
11/13/2018	iTunesBill	\$ (22.98)
11/13/2018	iTunesBill	\$ (9.99)
11/13/2018	Target	\$ (123.82)
11/13/2018	Chevron	\$ (37.48)
11/13/2018	Microsoft XBOX	\$ (9.99)
11/13/2018	iTunesBill	\$ (44.98)
11/13/2018	McDonald's	\$ (23.43)
11/13/2018	Victoria's Secret	\$ (266.84)
11/13/2018	Buckle	\$ (554.15)
11/13/2018	Quest Diagnostics	\$ (10.00)
11/13/2018	iTunesBill	\$ (32.98)
11/13/2018	CLA	\$ (150.00)
11/13/2018	Vesta Coffee Roasters	\$ (20.70)
11/13/2018	Quest Diagnostics	\$ (10.00)
11/13/2018	Vincent Nalbone	\$ (15.00)
11/13/2018	Target	\$ (73.59)
10/16/2018	Southwest Gas	\$ (29.89)
10/23/2018	Cox Communications	\$ (145.78)
10/24/2018	Mighty Jaxx Inte	\$ (25.00)
10/25/2018	Capital One Payment	\$ (106.39)
10/25/2018	Capital One Payment	\$ (25.63)
10/26/2018	QuickenLoans	\$ (660.91)
10/29/2018	CC Payment	\$ (1,021.15)
11/1/2018	NV Energy	\$ (256.53)
11/2/2018	City of Las vegas Utility	\$ (63.03)
11/2/2018	Paypal	\$ (59.00)
11/2/2018	CC Payment	\$ (27.68)
11/5/2018	Farmers Life Ins	\$ (171.84)
11/7/2018	Customer Withdrawal Image	\$ (250.00)
11/7/2018	LVVWD	\$ (140.80)
11/8/2018	CC Payment	\$ (47.23)
11/9/2018	Customer Withdrawal Image	\$ (704.53)
11/9/2018	QuickenLoans	\$ (660.91)
11/13/2018	CC Payment	\$ (61.90)
11/15/2018	ADP Total Source Direct Deposit	\$ 2,718.40
11/19/2018	Bk of America Automatic Transfer	\$ 500.00
11/26/2018	Bk of America Automatic Transfer	\$ 500.00
11/30/2018	ADP Total Source Direct Deposit	\$ 3,422.29
12/3/2018	Automatic Transfer from Acct 3202	\$ 500.00
12/4/2018	Bank of America Cash Reward	\$ 573.63
12/10/2018	Automatic Transfer from Acct 3202	\$ 500.00
12/12/2018	Interest Earned	\$ 0.27
11/14/2018	IKEA	\$ (1.00)
11/14/2018	iTunesBill	\$ (13.98)
11/14/2018	Chevron	\$ (100.00)
11/14/2018	Lifetouch Preschool	\$ (97.05)
11/14/2018	Target	\$ (96.56)
11/15/2018	COX Las Vegas	\$ (25.00)
11/15/2018	Total Wine	\$ (36.75)
11/16/2018	iTunesBill	\$ (9.99)
11/16/2018	Total Wine	\$ (10.81)
11/19/2018	Planet Dailies	\$ (6.41)
11/19/2018	Uber	\$ (20.63)

11/19/2018	Uber	\$ (5.00)
11/19/2018	Planet Dailies	\$ (10.73)
11/19/2018	The Body Shop	\$ (10.82)
11/19/2018	iTunesBill	\$ (0.99)
11/19/2018	iTunesBill	\$ (43.02)
11/19/2018	McDonald's	\$ (16.23)
11/19/2018	Chevron	\$ (53.19)
11/19/2018	Chevron	\$ (16.23)
11/19/2018	iTunesBill	\$ (14.99)
11/19/2018	iTunesBill	\$ (14.99)
11/19/2018	Target	\$ (134.06)
11/19/2018	Target	\$ (65.46)
11/20/2018	McDonald's	\$ (16.23)
11/20/2018	Ciji Restaurant	\$ (12.50)
11/20/2018	Apple Online Store	\$ (1,812.33)
11/20/2018	Ciji Restaurant	\$ (21.00)
11/20/2018	Albertsons	\$ (46.29)
11/21/2018	NumberBarn	\$ (2.00)
11/21/2018	iTunesBill	\$ (14.99)
11/23/2018	Vons	\$ (116.87)
11/23/2018	US Anesthesia Partners	\$ (113.56)
11/26/2018	iTunesBill	\$ (12.99)
11/26/2018	Pkwy Tavern	\$ (59.74)
11/26/2018	Pkwy Tavern	\$ (46.88)
11/26/2018	Tropical Smoothie Café	\$ (9.42)
11/26/2018	Vons	\$ (96.71)
11/26/2018	The Home Depot	\$ (169.74)
11/26/2018	iTunesBill	\$ (7.98)
11/26/2018	Target	\$ (341.37)
11/27/2018	The Lodge at Tenaya	\$ (31.68)
11/27/2018	McDonald's	\$ (16.02)
11/27/2018	Albertsons	\$ (30.87)
11/29/2018	iTunesBill	\$ (54.97)
11/30/2018	Starbucks	\$ (15.16)
11/30/2018	CoolHockeyCom	\$ (269.02)
11/30/2018	iTunesBill	\$ (19.99)
11/30/2018	iTunesBill	\$ (9.99)
11/30/2018	iTunesBill	\$ (19.99)
11/30/2018	Kainen Law Group	\$ (7,500.00)
12/3/2018	McDonald's	\$ (11.23)
12/3/2018	McDonald's	\$ (15.49)
12/3/2018	Michael TS Steaks	\$ (56.82)
12/3/2018	Tropical Smoothie Café	\$ (8.42)
12/3/2018	Publicus	\$ (11.37)
12/3/2018	CLA	\$ (239.00)
12/3/2018	Uber	\$ (18.80)
12/3/2018	Uber	\$ (5.00)
12/3/2018	CLA	\$ (2,161.00)
12/3/2018	Target	\$ (2.99)
12/3/2018	McDonald's	\$ (13.25)
12/3/2018	Shell	\$ (85.00)
12/3/2018	Target	\$ (142.14)
12/3/2018	iTunesBill	\$ (30.98)
12/3/2018	Smiths	\$ (99.50)

12/3/2018	Michaels Store	\$ (155.73)
12/3/2018	Target	\$ (116.45)
12/4/2018	Nike.com	\$ (119.08)
12/4/2018	Adobe Products	\$ (19.99)
12/4/2018	Chevron	\$ (75.13)
12/5/2018	iTunesBill	\$ (54.98)
12/5/2018	Uber	\$ (17.25)
12/5/2018	Onnit	\$ (126.93)
12/5/2018	BkofAmericaATM	\$ (80.00)
12/6/2018	iTunesBill	\$ (19.99)
12/6/2018	T-Mobile Arena	\$ (76.80)
12/6/2018	Nevada Trial Lawyers	\$ (147.00)
12/6/2018	Target	\$ (113.60)
12/6/2018	Albertsons	\$ (40.61)
12/7/2018	Tropical Smoothie Café	\$ (8.42)
12/7/2018	iTunesBill	\$ (5.99)
12/7/2018	iTunesBill	\$ (14.99)
12/7/2018	Maverik	\$ (7.62)
12/10/2018	iTunesBill	\$ (12.99)
12/10/2018	iTunesBill	\$ (62.97)
12/10/2018	NachoDaddy	\$ (55.28)
12/10/2018	Dave&Busters	\$ (18.87)
12/10/2018	Chevron	\$ (94.14)
12/10/2018	Chevron	\$ (16.23)
12/12/2018	Southwest	\$ (33.60)
12/12/2018	iTunesBill	\$ (32.96)
11/14/2018	Southwest Gas	\$ (36.07)
11/19/2018	CC Payment	\$ (171.19)
11/19/2018	CC Payment	\$ (65.00)
11/21/2018	Capital One Payment	\$ (273.80)
11/23/2018	QuickenLoans	\$ (660.91)
11/23/2018	Cox Communications	\$ (145.78)
11/23/2018	CC Payment	\$ (73.00)
11/26/2018	CC Payment	\$ (100.00)
12/3/2018	CC Payment	\$ (300.00)
12/3/2018	Paypal	\$ (59.00)
12/4/2018	Cox Communications	\$ (152.42)
12/5/2018	Farmers Life Ins	\$ (171.84)
12/5/2018	NV Energy	\$ (140.04)
12/6/2018	LVVWD	\$ (94.96)
12/7/2018	QuickenLoans	\$ (660.91)
12/7/2018	CC Payment	\$ (23.00)
12/12/2018	CC Payment	\$ (200.00)
	Service Fee	\$ (8.07)
12/14/2018	ADP Total Source Direct Deposit	\$ 2,718.39
12/17/2018	Automatic Transfer from Acct 3202	\$ 500.00
12/24/2018	Automatic Transfer from Acct 3202	\$ 500.00
12/31/2018	ADP Total Source Direct Deposit	\$ 2,718.39
12/31/2018	Automatic Transfer from Acct 3202	\$ 500.00
1/7/2019	Automatic Transfer from Acct 3202	\$ 500.00
1/14/2019	Automatic Transfer from Acct 3202	\$ 500.00
1/14/2019	Interest Earned	\$ 0.23
12/13/2018	CLV Parking Meter	\$ (1.00)
12/13/2018	Walgreens	\$ (50.32)

12/13/2018	Arco	\$ (32.80)
12/14/2018	McDonald's	\$ (8.19)
12/14/2018	iTunesBill	\$ (32.98)
12/14/2018	Tortilleria Mi Nina	\$ (28.49)
12/14/2018	BkofAmericaATM	\$ (200.00)
12/17/2018	McDonald's	\$ (12.89)
12/17/2018	Chevron	\$ (97.28)
12/17/2018	Original Pancake House	\$ (46.46)
12/17/2018	Target	\$ (127.63)
12/17/2018	Holiday Photo	\$ (58.00)
12/17/2018	Silver Post	\$ (147.22)
12/17/2018	Target	\$ (84.23)
12/17/2018	Target	\$ (134.81)
12/17/2018	UPS Store	\$ (64.69)
12/17/2018	CVS Pharmacy	\$ (14.60)
12/18/2018	Rapha Racing LLC	\$ (27.06)
12/18/2018	iTunesBill	\$ (0.99)
12/18/2018	iTunesBill	\$ (7.99)
12/18/2018	Oreilly Auto	\$ (64.94)
12/19/2018	Sprinkles	\$ (61.00)
12/19/2018	UMC Peccole	\$ (25.00)
12/19/2018	Lus Brands	\$ (68.00)
12/20/2018	Jack in the Box	\$ (12.63)
12/20/2018	Panda Express	\$ (19.32)
12/20/2018	Starbucks	\$ (2.11)
12/20/2018	Target	\$ (9.54)
12/20/2018	Target	\$ (294.74)
12/20/2018	Smiths	\$ (6.98)
12/20/2018	Ulta	\$ (43.27)
12/20/2018	Chevron	\$ (10.62)
12/21/2018	Starbucks	\$ (18.35)
12/21/2018	NumberBarn	\$ (2.00)
12/24/2018	Dave&Busters	\$ (15.81)
12/24/2018	McDonald's	\$ (20.24)
12/24/2018	The Bar at Flamingo	\$ (35.98)
12/24/2018	Santa Fe Mining Company	\$ (12.00)
12/24/2018	T-Mobile Arena	\$ (60.00)
12/24/2018	Apple Online Store	\$ (172.12)
12/24/2018	Smiths	\$ (6.59)
12/24/2018	iTunesBill	\$ (57.95)
12/24/2018	Wonderland Bakery	\$ (9.50)
12/24/2018	CVS Pharmacy	\$ (169.01)
12/24/2018	Winery Super M	\$ (75.72)
12/26/2018	Dave&Busters	\$ (8.57)
12/26/2018	Tropical Smoothie Café	\$ (18.64)
12/26/2018	iTunesBill	\$ (34.98)
12/26/2018	iTunesBill	\$ (21.98)
12/26/2018	iTunesBill	\$ (14.99)
12/27/2018	Chevron	\$ (15.64)
12/27/2018	Big 5	\$ (17.28)
12/27/2018	Smiths	\$ (3.34)
12/27/2018	Chevron	\$ (18.38)
12/27/2018	Albertsons	\$ (220.00)
12/28/2018	Groovebook	\$ (8.64)

12/28/2018	Palace Burgers	\$ (31.98)
12/31/2018	Tropical Smoothie Café	\$ (17.64)
12/31/2018	McDonald's	\$ (16.10)
12/31/2018	Taco Bell	\$ (9.94)
12/31/2018	Night in Boxes	\$ (120.00)
12/31/2018	TRTCLE	\$ (49.00)
12/31/2018	McDonald's	\$ (12.89)
12/31/2018	iTunesBill	\$ (9.99)
12/31/2018	Masabi LLC	\$ (27.00)
12/31/2018	BBDiner	\$ (65.07)
12/31/2018	Bass Pro Store	\$ (6.27)
12/31/2018	Target	\$ (151.05)
1/2/2019	Denver Broncos Concession	\$ (7.75)
1/2/2019	Masabi LLC	\$ (27.00)
1/2/2019	CLA	\$ (2,161.00)
1/2/2019	Smiths	\$ (85.08)
1/2/2019	Smiths	\$ (5.00)
1/2/2019	CosmoProf	\$ (103.55)
1/3/2019	Arby's	\$ (33.29)
1/3/2019	Price is Right Mini	\$ (50.00)
1/4/2019	Adobe Products	\$ (19.99)
1/4/2019	Publicus	\$ (12.31)
1/4/2019	McDonald's	\$ (22.33)
1/4/2019	State of Colorado	\$ (40.00)
1/4/2019	Onnit	\$ (126.93)
1/7/2019	Publicus	\$ (12.50)
1/7/2019	Popeyes Louisiana Kitchen	\$ (20.74)
1/7/2019	McDonald's	\$ (20.89)
1/7/2019	Bounty Hunter	\$ (14.00)
1/7/2019	McDonald's	\$ (19.78)
1/7/2019	iTunesBill	\$ (20.98)
1/7/2019	The Pint	\$ (26.11)
1/7/2019	Westcliff Station	\$ (14.50)
1/7/2019	iTunesBill	\$ (14.99)
1/7/2019	iTunesBill	\$ (4.99)
1/7/2019	Arco	\$ (13.33)
1/7/2019	Firestone	\$ (61.08)
1/7/2019	Smiths	\$ (82.63)
1/8/2019	McDonald's	\$ (16.53)
1/8/2019	Island Pet Hospital	\$ (194.83)
1/8/2019	Albertsons	\$ (1.99)
1/8/2019	Target	\$ (161.96)
1/9/2019	Bounty Hunter	\$ (23.00)
1/9/2019	Bounty Hunter	\$ (17.00)
1/9/2019	CVS Pharmacy	\$ (54.11)
1/10/2019	Target	\$ (66.31)
1/10/2019	Sportsman's Wearhouse	\$ (82.19)
1/11/2019	Chevron	\$ (85.00)
1/14/2019	Olive Garden	\$ (63.48)
1/14/2019	iTunesBill	\$ (23.98)
1/14/2019	McDonald's	\$ (12.10)
1/14/2019	Stoney's Rockin Country	\$ (10.00)
1/14/2019	7-Eleven	\$ (16.77)
1/14/2019	Westcliff Station	\$ (12.50)

1/14/2019	iTunesBill	\$ (27.96)
1/14/2019	Chevron	\$ (54.04)
1/14/2019	Albertsons	\$ (168.25)
1/14/2019	Chevron	\$ (8.57)
1/14/2019	TSP Baking Com	\$ (5.33)
12/18/2018	CC Payment	\$ (191.00)
12/18/2018	Southwest Gas	\$ (73.09)
12/21/2018	QuickenLoans	\$ (660.91)
12/21/2018	CC Payment	\$ (256.00)
12/21/2018	RepublicServices	\$ (44.91)
12/24/2018	CC Payment	\$ (900.00)
12/24/2018	CC Payment	\$ (850.00)
12/24/2018	Cox Communications	\$ (145.75)
12/31/2018	Capital One Payment	\$ (442.58)
1/2/2019	Cox Communications	\$ (130.79)
1/3/2019	Capital One Payment	\$ (486.87)
1/3/2019	Capital One Payment	\$ (142.18)
1/3/2019	Paypal	\$ (59.00)
1/4/2019	QuickenLoans	\$ (660.91)
1/4/2019	Farmers Life Ins	\$ (171.84)
1/4/2019	NV Energy	\$ (106.11)
1/4/2019	Paypal	\$ (106.04)
1/7/2019	CC Payment	\$ (190.00)
1/11/2019	NV Energy	\$ (65.94)
1/14/2019	LVVWD	\$ (177.44)
1/14/2019	CC Payment	\$ (30.00)
1/14/2019	CC Payment	\$ (26.00)
1/15/2019	ADP Total Source Direct Deposit	\$ 3,736.26
1/18/2019	Automatic Transfer from Acct 3202	\$ 500.00
1/28/2019	Automatic Transfer from Acct 3202	\$ 500.00
1/28/2019	Bk of America Automatic Transfer	\$ 22.03
2/1/2019	ADP Total Source Direct Deposit	\$ 3,736.26
2/4/2019	Automatic Transfer from Acct 3202	\$ 500.00
2/6/2019	BkofAmerica Mobile	\$ 2,000.00
2/11/2019	Automatic Transfer from Acct 3202	\$ 500.00
2/11/2019	Interest Earned	\$ 0.17
1/16/2019	Taco Bell	\$ (22.66)
1/16/2019	Firehouse Subs	\$ (15.99)
1/16/2019	TSP Baking Com	\$ (7.50)
1/16/2019	CVS Pharmacy	\$ (50.75)
1/16/2019	BkofAmericaATM	\$ (200.00)
1/17/2019	Publicus	\$ (8.34)
1/17/2019	Sunshine Valley Pediatrics	\$ (15.00)
1/17/2019	Sunshine Valley Pediatrics	\$ (27.73)
1/17/2019	iTunesBill	\$ (24.99)
1/17/2019	CVS Pharmacy	\$ (60.27)
1/18/2019	Starbucks	\$ (16.45)
1/18/2019	iTunesBill	\$ (0.99)
1/18/2019	iTunesBill	\$ (14.99)
1/18/2019	LensCrafters	\$ (425.55)
1/22/2019	Chevron	\$ (89.25)
1/22/2019	NumberBarn	\$ (2.00)
1/22/2019	Chevron	\$ (6.47)
1/22/2019	iTunesBill	\$ (11.98)

1/22/2019	The Lodge at Grand Teton	\$ (20.43)
1/22/2019	Chevron	\$ (21.99)
1/22/2019	Stoneys Rockin Country	\$ (7.00)
1/22/2019	Stoneys Rockin Country	\$ (29.00)
1/22/2019	Albertsons	\$ (4.14)
1/22/2019	iTunesBill	\$ (17.98)
1/22/2019	Costco	\$ (119.03)
1/22/2019	Target	\$ (109.23)
1/22/2019	Target	\$ (79.11)
1/22/2019	Costco	\$ (120.00)
1/23/2019	Pediatric Surgery	\$ (30.00)
1/23/2019	iTunesBill	\$ (5.99)
1/23/2019	Chevron	\$ (96.62)
1/23/2019	Sportsman's Wearhouse	\$ (126.56)
1/24/2019	iTunesBill	\$ (19.99)
1/24/2019	Wal-Mart Super	\$ (39.96)
1/28/2019	Publicus	\$ (8.21)
1/28/2019	Groovebook	\$ (4.32)
1/28/2019	iTunesBill	\$ (49.96)
1/28/2019	iTunesBill	\$ (2.58)
1/28/2019	BkofAmericaATM	\$ (200.00)
1/28/2019	D.Volk Wines	\$ (54.71)
1/28/2019	Family Dollar	\$ (23.80)
1/28/2019	Smiths	\$ (32.28)
1/28/2019	Terribles	\$ (73.92)
1/29/2019	Price is Right Mini	\$ (50.00)
1/29/2019	Target	\$ (118.14)
1/30/2019	iTunesBill	\$ (9.99)
1/30/2019	Island Pet Hospital	\$ (642.21)
1/30/2019	Smiths	\$ (15.81)
1/31/2019	iTunesBill	\$ (3.99)
2/1/2019	Chevron	\$ (30.96)
2/1/2019	Smiths	\$ (63.64)
2/4/2019	iTunesBill	\$ (49.97)
2/4/2019	CLA	\$ (2,161.00)
2/4/2019	Shell	\$ (90.00)
2/4/2019	L&L Hawaiian BBQ	\$ (19.70)
2/4/2019	iTunesBill	\$ (34.98)
2/4/2019	CosmoProf	\$ (110.42)
2/4/2019	Adobe Products	\$ (19.99)
2/4/2019	Target	\$ (269.86)
2/4/2019	T-Mobile Arena	\$ (70.00)
2/4/2019	Albertsons	\$ (48.63)
2/7/2019	iTunesBill	\$ (12.99)
2/7/2019	iTunesBill	\$ (14.99)
2/7/2019	Tesoro	\$ (90.00)
2/7/2019	CVS Pharmacy	\$ (50.21)
2/8/2019	7-Eleven	\$ (15.10)
2/8/2019	Vons	\$ (123.62)
2/11/2019	Wal-Mart Super	\$ (44.19)
2/11/2019	iTunesBill	\$ (42.95)
2/11/2019	Albertsons	\$ (5.49)
2/11/2019	Arco	\$ (50.35)
2/11/2019	Walgreens	\$ (2.20)



<b>Institution</b>	Bank of America	<b>Stmt Beginning Date</b>	1/12/2018
<b>Account #</b>	8236	<b>Stmt Ending Date</b>	9/11/2019
<b>Account Description</b>	Rewards Credit Card	<b>Beg. Balance</b>	\$ (649.29)
<b>Account Holder</b>	Adam M Solinger	<b>Ending Balance</b>	\$ -
		<b>Check Figure</b>	\$ 0.00

\$ (493.80) Medical/Vet  
 \$ (3,514.96) Travel

\$ (1,321.95) iTunes  
 \$ (2,914.95) UberEats  
 \$ (5,322.40) Groceries Note 1  
 \$ (203.30) Gas  
 \$ (2,331.82) Meals/Entertainment  
 \$ (10,259.34) Misc.

Date of Transaction	Description	Amount
1/12/2018	Payment	\$ 649.29
1/20/2018	Payment	\$ 99.38
1/27/2018	Payment	\$ 352.86
1/11/2018	Target	\$ (89.38)
1/18/2018	Sunshine Valley Pediatrics	\$ (10.00)
1/19/2018	Island Pet Hospital	\$ (97.77)
1/19/2018	Paper Source Summerlin	\$ (85.24)
1/19/2018	Echo & Rig	\$ (83.09)
1/23/2018	Kim Terry Psych	\$ (50.00)
1/23/2018	Target	\$ (19.84)
1/23/2018	Target	\$ (16.92)
2/9/2018	Chevron	\$ (93.30)
2/13/2018	Payment	\$ 93.30
2/15/2018	Payment	\$ 1,830.00
2/27/2018	Payment	\$ 43.01
3/5/2018	Payment	\$ 1,055.00
2/14/2018	Precision Overhead Door	\$ (1,829.16)
2/20/2018	Target	\$ (33.85)
2/20/2018	Sunshine Valley Pediatrics	\$ (10.00)
2/28/2018	Irrigation Solutions	\$ (85.00)
3/1/2018	Irrigation Solutions	\$ (430.00)
3/4/2018	Target	\$ (146.01)
3/4/2018	Target	\$ (308.23)
3/4/2018	Vegas Family Vision	\$ (85.00)
3/6/2018	Sunshine Valley Pediatrics	\$ (103.25)
3/12/2018	Payment	\$ 102.49
3/31/2018	Payment	\$ 72.93
4/7/2018	Payment	\$ 27.00
3/23/2018	The Great American Bagel	\$ (9.20)
3/23/2018	American Air	\$ (50.00)
3/23/2018	Paradies	\$ (13.73)
3/30/2018	Bonnie Springs Ranch	\$ (27.00)
4/17/2018	Payment	\$ 132.38
4/26/2018	Payment	\$ 71.83
5/4/2018	Steinberg DMI-Intergy	\$ 10.00
5/5/2018	Payment	\$ 13.61
4/11/2018	Sunshine Valley Pediatrics	\$ (132.38)
4/21/2018	Thomas Market	\$ (52.45)
4/21/2018	Thomas Market	\$ (19.38)
5/2/2018	WallStreet	\$ (8.54)
5/2/2018	Wendys	\$ (15.07)
5/12/2018	Payment	\$ 33.50
5/28/2018	Payment	\$ 82.24
6/3/2018	Payment	\$ 870.00
5/11/2018	Smiths Food	\$ (33.50)
5/24/2018	Guadalajara Family Mexican	\$ (82.24)
5/30/2018	Bed Bath and Beyond	\$ (108.20)
6/1/2018	Alamo Rent-a-Car	\$ (622.47)
6/1/2018	Colorado Springs	\$ (133.07)

Statement Period	Total Charges	Bate Stamp #
1/12/2018--2/11/2018	\$ 545.54	88
2/12/2018--3/11/2018	\$ 3,030.50	92
3/12/2018--4/11/2018	\$ 99.93	96
4/12/2018--5/11/2018	\$ 227.82	100
5/12/2018--6/11/2018	\$ 979.48	104
6/12/2018--7/11/2018	\$ 744.95	108
7/12/2018--8/11/2018	\$ 423.78	112
8/12/2018--9/11/2018	\$ 705.11	116
9/12/2018--10/11/2018	\$ 3,362.88	120
10/12/2018--11/11/2018	\$ 1,159.08	126
11/12/2018--12/11/2018	\$ 828.90	130
12/12/2018--1/11/2019	\$ 3,442.17	134
1/12/2019--2/11/2019	\$ 2,598.77	883
2/12/2019--3/11/2019	\$ 1,255.54	887
3/12/2019--4/11/2019	\$ 96.68	891
4/12/2019--5/11/2019	\$ 666.26	897
5/12/2019--6/11/2019	\$ 357.83	901
6/12/2019--7/11/2019	\$ 1,908.12	905
7/12/2019--8/11/2019	\$ 2,688.57	909
8/12/2019--9/11/2019	\$ 1,240.61	913

\$ 26,362.52 \$ (26,362.52)

Note 1: I included Costco and Target in the "Groceries" category, however, there were very large purchases made at both that probably are not just groceries.

6/28/2018	Payment	\$ 135.00
7/7/2018	Payment	\$ 544.75
7/1/2018	Payment	\$ 38.97
6/25/2018	Smiths Food	\$ (141.03)
6/30/2018	iTunes	\$ (17.00)
6/30/2018	iTunes	\$ (9.99)
6/30/2018	iTunes	\$ (0.99)
6/30/2018	Target	\$ (182.94)
6/30/2018	UberEats	\$ (26.86)
6/30/2018	Vons	\$ (18.48)
7/1/2018	UberEats	\$ (45.01)
7/1/2018	BagelCafe	\$ (65.30)
7/2/2018	Foodie Fit	\$ (48.12)
7/2/2018	UberEats	\$ (9.31)
7/2/2018	Wendys	\$ (12.84)
7/2/2018	Real Donuts	\$ (12.60)
7/3/2018	iTunes	\$ (50.96)
7/4/2018	UberEats	\$ (35.27)
7/5/2018	UberEats	\$ (9.31)
7/6/2018	iTunes	\$ (23.98)
7/6/2018	iTunes	\$ (14.99)
7/9/2018	iTunes	\$ (4.99)
7/10/2018	iTunes	\$ (14.98)
7/12/2018	Payment	\$ 70.00
7/29/2018	Payment	\$ 110.00
8/7/2018	Payment	\$ 204.00
7/11/2018	iTunes	\$ (24.98)
7/12/2018	iTunes	\$ (24.99)
7/13/2018	Netflix	\$ (10.99)
7/14/2018	iTunes	\$ (34.98)
7/16/2018	iTunes	\$ (9.98)
7/17/2018	iTunes	\$ (0.99)
7/17/2018	Atlantis Manhattan Deli	\$ (17.80)
7/22/2018	iTunes	\$ (18.98)
7/28/2018	iTunes	\$ (2.99)
7/29/2018	iTunes	\$ (9.99)
7/30/2018	iTunes	\$ (19.99)
7/31/2018	iTunes	\$ (4.99)
8/1/2018	iTunes	\$ (39.98)
8/3/2018	iTunes	\$ (30.98)
8/5/2018	iTunes	\$ (34.98)
8/6/2018	iTunes	\$ (8.98)
8/6/2018	iTunes	\$ (14.99)
8/6/2018	iTunes	\$ (6.28)
8/7/2018	iTunes	\$ (9.98)
8/7/2018	iTunes	\$ (35.97)
8/7/2018	iTunes	\$ (59.99)
8/13/2018	Payment	\$ 120.00
8/19/2018	Payment	\$ 140.00
8/28/2018	Payment	\$ 79.75
9/1/2018	Payment	\$ 79.00
8/12/2018	iTunes	\$ (27.96)
8/12/2018	iTunes	\$ (20.99)
8/13/2018	Netflix	\$ (10.99)
8/14/2018	iTunes	\$ (7.99)

8/15/2018	iTunes	\$ (64.98)
8/17/2018	iTunes	\$ (22.98)
8/17/2018	iTunes	\$ (0.99)
8/18/2018	iTunes	\$ (30.96)
8/19/2018	iTunes	\$ (11.98)
8/20/2018	iTunes	\$ (2.99)
8/22/2018	iTunes	\$ (27.96)
8/25/2018	iTunes	\$ (11.28)
8/26/2018	iTunes	\$ (27.96)
8/26/2018	iTunes	\$ (9.99)
8/29/2018	iTunes	\$ (11.28)
8/29/2018	iTunes	\$ (9.99)
8/29/2018	iTunes	\$ (29.99)
8/31/2018	iTunes	\$ (26.96)
9/2/2018	iTunes	\$ (21.98)
9/3/2018	iTunes	\$ (29.97)
9/5/2018	iTunes	\$ (9.98)
9/6/2018	iTunes	\$ (25.98)
9/6/2018	iTunes	\$ (14.99)
9/7/2018	iTunes	\$ (9.98)
9/7/2018	UberEats	\$ (29.72)
9/7/2018	UberEats	\$ (19.16)
9/8/2018	UberEats	\$ (24.17)
9/8/2018	UberEats	\$ (13.90)
9/9/2018	UberEats	\$ (20.25)
9/10/2018	UberEats	\$ (46.79)
9/10/2018	iTunes	\$ (27.96)
9/10/2018	iTunes	\$ (9.99)
9/10/2018	UberEats	\$ (17.54)
9/10/2018	UberEats	\$ (24.53)
9/12/2018	Payment	\$ 450.00
9/17/2018	Payment	\$ 346.11
9/26/2018	Payment	\$ 654.00
10/5/2018	Payment	\$ 2,200.00
10/10/2018	Payment	\$ 60.00
9/11/2018	iTunes	\$ (19.99)
9/12/2018	UberEats	\$ (24.85)
9/12/2018	UberEats	\$ (26.48)
9/13/2018	UberEats	\$ (16.72)
9/13/2018	UberEats	\$ (14.55)
9/13/2018	Netflix	\$ (10.99)
9/15/2018	UberEats	\$ (21.32)
9/15/2018	iTunes	\$ (47.97)
9/15/2018	UberEats	\$ (24.31)
9/15/2018	UberEats	\$ (32.38)
9/15/2018	iTunes	\$ (6.28)
9/16/2018	UberEats	\$ (28.34)
9/16/2018	UberEats	\$ (25.61)
9/16/2018	UberTrip	\$ (7.51)
9/17/2018	UberTrip	\$ (10.89)
9/17/2018	UberEats	\$ (27.29)
9/17/2018	iTunes	\$ (22.98)
9/17/2018	iTunes	\$ (0.99)
9/17/2018	UberTrip	\$ (3.00)
9/17/2018	iTunes	\$ (39.99)

9/18/2018	UberEats	\$ (34.67)
9/17/2018	Southwest Den/Las	\$ (252.00)
9/19/2018	UberEats	\$ (31.89)
9/20/2018	UberEats	\$ (14.23)
9/20/2018	UberEats	\$ (14.55)
9/21/2018	iTunes	\$ (19.97)
9/21/2018	iTunes	\$ (19.99)
9/21/2018	UberEats	\$ (34.05)
9/21/2018	UberEats	\$ (15.20)
9/22/2018	UberEats	\$ (26.48)
9/22/2018	UberEats	\$ (38.56)
9/23/2018	UberEats	\$ (57.62)
9/23/2018	iTunes	\$ (27.95)
9/25/2018	iTunes	\$ (51.95)
9/26/2018	UberEats	\$ (19.37)
9/26/2018	UberEats	\$ (11.60)
9/26/2018	iTunes	\$ (17.98)
9/27/2018	UberEats	\$ (34.67)
9/27/2018	iTunes	\$ (14.98)
9/27/2018	UberEats	\$ (16.72)
9/28/2018	UberEats	\$ (20.20)
9/28/2018	UberEats	\$ (4.00)
9/29/2018	UberEats	\$ (32.97)
9/29/2018	UberEats	\$ (61.50)
9/30/2018	TravelGuard Group Inc	\$ (43.80)
9/30/2018	UberEats	\$ (24.70)
9/30/2018	Frontier Las/Rsw	\$ (1,808.13)
10/1/2018	UberEats	\$ (67.36)
10/2/2018	UberEats	\$ (19.15)
10/2/2018	UberEats	\$ (9.11)
10/2/2018	UberEats	\$ (13.14)
10/4/2018	UberEats	\$ (15.20)
10/5/2018	UberEats	\$ (16.03)
10/5/2018	UberEats	\$ (12.64)
10/6/2018	UberEats	\$ (27.83)
10/8/2018	UberEats	\$ (20.25)
10/29/2018	Payment	\$ 1,021.15
11/2/2018	Payment	\$ 27.68
11/7/2018	Payment	\$ 47.23
11/10/2018	Payment	\$ 61.90
10/13/2018	UberEats	\$ (35.62)
10/13/2018	Netflix	\$ (10.99)
10/14/2018	UberEats	\$ (26.75)
10/18/2018	UberEats	\$ (13.97)
10/18/2018	UberEats	\$ (16.16)
10/18/2018	Firestone	\$ (719.08)
10/22/2018	UberEats	\$ (59.78)
10/23/2018	UberEats	\$ (52.46)
10/24/2018	UberEats	\$ (47.83)
10/26/2018	UberEats	\$ (39.63)
10/30/2018	UberEats	\$ (27.68)
11/3/2018	Shell Oil	\$ (40.20)
11/6/2018	Uber	\$ (7.03)
11/7/2018	Uber	\$ (16.28)
11/8/2018	UberEats	\$ (12.78)

11/8/2018	UberEats	\$ (18.54)
11/9/2018	UberEats	\$ (14.30)
11/16/2018	Payment	\$ 171.19
11/19/2018	Payment	\$ 65.00
11/22/2018	Payment	\$ 73.00
11/25/2018	Payment	\$ 100.00
12/3/2018	Payment	\$ 300.00
12/7/2018	Payment	\$ 23.00
11/13/2018	Netflix	\$ (10.99)
11/14/2018	UberEats	\$ (21.85)
11/14/2018	GetVineBox	\$ (138.35)
11/16/2018	UberEats	\$ (27.77)
11/16/2018	Planet Dailies	\$ (12.83)
11/18/2018	UberEats	\$ (12.13)
11/19/2018	UberEats	\$ (12.78)
11/20/2018	UberEats	\$ (18.61)
11/20/2018	UberEats	\$ (23.50)
11/20/2018	UberEats	\$ (14.08)
11/20/2018	CVSParmacy	\$ (5.40)
11/20/2018	Vons	\$ (10.80)
11/24/2018	Uber	\$ (10.68)
11/24/2018	Uber	\$ (11.07)
11/24/2018	UberEats	\$ (42.57)
11/25/2018	UberEats	\$ (12.99)
11/23/2018	T-Mobile Arena	\$ (9.00)
11/27/2018	UberEats	\$ (21.87)
11/28/2018	UberEats	\$ (27.02)
11/30/2018	Way Funky Company	\$ (36.64)
12/3/2018	UberEats	\$ (61.95)
12/2/2018	Mimis Café	\$ (69.67)
12/3/2018	UberEats	\$ (27.02)
12/3/2018	UberEats	\$ (19.08)
12/4/2018	Smiths Food	\$ (62.65)
12/7/2018	UberEats	\$ (9.03)
12/9/2018	Sprouts Farmers Market	\$ (80.53)
12/10/2018	UberEats	\$ (18.04)
11/30/2018	Foreign Transaction Fee	\$ (1.09)
12/12/2018	Payment	\$ 200.00
12/18/2018	Payment	\$ 191.00
12/20/2018	Payment	\$ 256.00
12/22/2018	Payment	\$ 900.00
12/24/2018	Payment	\$ 850.00
12/29/2018	Frontier Las/Rsw	\$ 934.05
1/6/2018	Payment	\$ 190.00
12/11/2018	UberEats	\$ (23.39)
12/10/2018	Whoop, Inc	\$ (41.99)
12/13/2018	Netflix	\$ (10.99)
12/14/2018	UberEats	\$ (30.22)
12/15/2018	Albertsons	\$ (20.67)
12/16/2018	UberEats	\$ (11.55)
12/16/2018	UberEats	\$ (26.16)
12/16/2018	Figuritas	\$ (32.46)
12/16/2018	UberEats	\$ (37.09)
12/16/2018	Albertsons	\$ (57.92)
12/20/2018	Total Wine	\$ (255.86)

12/21/2018	Sports Town	\$ (259.76)
12/22/2018	Axs.com Ticket Resale	\$ (625.00)
12/22/2018	Kohls	\$ (801.05)
12/23/2018	UberEats	\$ (14.58)
12/23/2018	Uber	\$ (11.64)
12/24/2018	UberEats	\$ (29.95)
12/28/2018	UberEats	\$ (30.22)
12/28/2018	UberEats	\$ (28.90)
12/31/2018	Chevron	\$ (21.08)
12/31/2018	76	\$ (29.53)
12/31/2018	LA City Parking Meter	\$ (0.75)
12/31/2018	McCarran Airport Parking	\$ (20.00)
12/31/2018	El Royal	\$ (388.77)
12/31/2018	Carls Jr	\$ (24.70)
1/1/2019	Uber	\$ (5.71)
1/1/2019	7-Eleven	\$ (10.39)
1/1/2019	Uber	\$ (13.08)
12/31/2018	Dazbog Coffee	\$ (4.31)
1/1/2019	Carls Jr	\$ (11.94)
1/1/2019	McDonalds	\$ (16.02)
1/3/2019	UberEats	\$ (25.90)
1/4/2019	UberEats	\$ (23.73)
1/4/2019	McDonalds	\$ (12.10)
1/6/2019	Costco	\$ (14.80)
1/6/2019	Costco	\$ (444.34)
1/9/2019	UberEats	\$ (25.62)
1/12/2019	Payment	\$ 26.00
1/13/2019	Payment	\$ 30.00
1/15/2019	UberEats	\$ 22.65
1/18/2019	Payment	\$ 1,150.00
1/25/2019	Payment	\$ 104.63
1/31/2019	Payment	\$ 311.37
2/6/2019	Payment	\$ 61.20
2/10/2019	Payment	\$ 45.85
1/10/2019	Publicus	\$ (8.34)
1/13/2019	UberEats	\$ (18.35)
1/13/2019	Netflix	\$ (10.99)
1/13/2019	Costco	\$ (43.29)
1/13/2019	Costco	\$ (989.72)
1/14/2019	UberEats	\$ (22.65)
1/4/2019	UberEats	\$ (35.36)
1/15/2019	UberEats	\$ (21.39)
1/17/2019	UberEats	\$ (20.48)
12/31/2018	Ush VIP Events	\$ (30.76)
1/20/2019	UberEats	\$ (26.92)
1/20/2019	UberEats	\$ (22.55)
1/21/2019	UberEats	\$ (63.56)
1/25/2019	UberEats	\$ (22.06)
1/26/2019	Rite Aid Store	\$ (7.87)
1/26/2019	The Adult Store	\$ (60.87)
1/26/2019	Uber	\$ (14.75)
1/27/2019	UberEats	\$ (21.82)
1/27/2019	The Comedy Store	\$ (96.00)
1/27/2019	Fresco Valley Café	\$ (19.51)
1/29/2019	UberEats	\$ (25.63)

1/29/2019	Uber	\$ (18.47)
1/28/2019	Shell Oil	\$ (6.35)
1/29/2019	UberEats	\$ (18.04)
1/30/2019	UberEats	\$ (2.00)
1/30/2019	UberEats	\$ (20.48)
2/4/2019	UberEats	\$ (2.00)
2/4/2019	UberEats	\$ (36.72)
2/8/2019	UberEats	\$ (4.00)
2/8/2019	UberEats	\$ (41.85)
2/9/2019	Costco	\$ (865.99)
2/12/2019	Payment	\$ 865.99
2/15/2019	Payment	\$ 160.00
2/20/2019	Payment	\$ 219.00
3/1/2019	Payment	\$ 63.31
3/6/2019	Payment	\$ 493.53
2/13/2019	UberEats	\$ (39.69)
2/13/2019	UberEats	\$ (4.00)
2/13/2019	UberEats	\$ (2.00)
2/13/2019	UberEats	\$ (31.03)
2/13/2019	Netflix	\$ (10.99)
2/14/2019	UberEats	\$ (35.74)
2/15/2019	UberEats	\$ (35.91)
2/17/2019	With Love	\$ (21.00)
2/17/2019	IKEA	\$ (141.72)
2/18/2019	Regal Cinemas Mobile App	\$ (31.50)
2/18/2019	Dees Donuts	\$ (7.35)
2/19/2019	Tropical Smoothie	\$ (10.42)
2/20/2019	UberEats	\$ (12.74)
2/20/2019	Tropical Smoothie	\$ (10.75)
2/27/2019	UberEats	\$ (27.52)
2/28/2019	Uber	\$ (9.92)
2/28/2019	Uber	\$ (10.03)
3/2/2019	Target	\$ (468.78)
3/2/2019	85C Bakery Café	\$ (12.75)
3/2/2019	Best Lockers	\$ (12.00)
3/6/2019	Petsmart	\$ (319.70)
3/13/2019	Payment	\$ 331.00
3/29/2019	Online Payment from CHK 9	\$ 60.00
4/10/2019	Payment	\$ 25.38
3/13/2019	Netflix	\$ (10.99)
3/19/2019	Smiths Food	\$ (3.49)
3/20/2019	Publicus	\$ (8.47)
3/23/2019	Albertsons	\$ (7.98)
3/25/2019	Peloton	\$ (39.00)
4/1/2019	Tropical Smoothie	\$ (26.75)
4/21/2019	Payment	\$ 560.00
4/30/2019	Payment	\$ 37.81
5/7/2019	Payment	\$ 68.45
4/13/2019	Netflix	\$ (10.99)
4/14/2019	Hawaiian AI Web Sales	\$ (178.00)
4/14/2019	Hawaiian AI Web Sales	\$ (178.00)
4/16/2019	Tropical Smoothie	\$ (25.86)
4/17/2019	Tropical Smoothie	\$ (31.63)
4/17/2019	Ku'ai Market	\$ (19.88)
4/20/2019	Novictor Helicopters	\$ (114.45)

4/25/2019	Peloton	\$ (39.00)
5/4/2019	CMSVend	\$ (3.50)
5/4/2019	Splitsville	\$ (64.95)
5/20/2019	Payment	\$ 44.76
5/30/2019	Payment	\$ 39.00
6/10/2019	Payment	\$ 280.00
5/12/2019	7-Eleven	\$ (15.95)
5/13/2019	Tropical Smoothie	\$ (15.82)
5/13/2019	Netflix	\$ (12.99)
5/25/2019	Peloton	\$ (39.00)
6/2/2019	Tropical Smoothie	\$ (18.96)
6/8/2019	Tropical Smoothie	\$ (7.89)
6/8/2019	Albertsons	\$ (222.53)
6/9/2019	Tropical Smoothie	\$ (24.69)
6/24/2019	Payment	\$ 70.00
6/27/2019	Payment	\$ 1,231.96
7/8/2019	Payment	\$ 600.00
6/13/2019	Netflix	\$ (12.99)
6/15/2019	Target	\$ (8.60)
6/22/2019	Dees Donuts	\$ (11.95)
6/23/2019	Tropical Smoothie	\$ (18.96)
6/24/2019	Tropical Smoothie	\$ (9.89)
6/23/2019	Dees Donuts	\$ (16.83)
6/24/2019	Ben Bridge	\$ (1,189.67)
6/25/2019	Peloton	\$ (39.00)
6/29/2019	CityMB	\$ (3.25)
7/1/2019	Maximum Pest Management	\$ (55.00)
7/4/2019	Leslies Poolmart	\$ (428.33)
7/4/2019	Leslies Poolmart	\$ (67.64)
7/7/2019	Tropical Smoothie	\$ (29.78)
7/9/2019	Tropical Smoothie	\$ (16.23)
7/20/2019	Payment	\$ 123.05
7/24/2019	Payment	\$ 567.00
7/28/2019	Payment	\$ 275.00
8/5/2019	Payment	\$ 1,730.00
7/13/2019	Netflix	\$ (12.99)
7/15/2019	U-Haul Moving & Storage	\$ (69.10)
7/16/2019	Chevron	\$ (8.27)
7/17/2019	Tropical Smoothie	\$ (17.23)
7/18/2019	Tropical Smoothie	\$ (15.23)
7/21/2019	Tropical Smoothie	\$ (18.23)
7/21/2019	Chevron	\$ (4.57)
7/22/2019	Target	\$ (156.41)
7/20/2019	U-Haul Moving & Storage	\$ (77.48)
7/21/2019	McDonalds	\$ (22.17)
7/22/2019	Publicus	\$ (22.09)
7/22/2019	Albertsons	\$ (36.61)
7/22/2019	Southwest Sea/Las	\$ (178.98)
7/23/2019	Tropical Smoothie	\$ (7.48)
7/23/2019	Marcos Pizza	\$ (29.74)
7/23/2019	Whole Foods	\$ (16.97)
7/24/2019	Total Wine	\$ (78.41)
7/25/2019	Peloton	\$ (39.00)
7/25/2019	Flowers by Michelle	\$ (97.37)
7/27/2019	Dees Donuts	\$ (17.69)





4/24/2019	IRS Tax Ref	\$ 4,389.00
5/1/2019	ADP Total Source Direct Dep	\$ 3,736.26
4/11/2019	Creative Kids	\$ (9.60)
4/11/2019	Albertsons	\$ (44.23)
4/15/2019	Dairy Queen	\$ (2.05)
4/15/2019	Intuit TurboTax	\$ (169.98)
4/15/2019	Sunrise Coffee	\$ (4.22)
4/15/2019	Albertsons	\$ (1.59)
4/15/2019	Etsy.com	\$ (100.30)
4/15/2019	Chubbies Shorts	\$ (163.18)
4/15/2019	Shell	\$ (110.00)
4/16/2019	Creative Kids	\$ (475.00)
4/18/2019	Hawaiian AI	\$ (60.00)
4/18/2019	Withdrawal	\$ (204.00)
4/18/2019	Safeway Store	\$ (23.14)
4/18/2019	ABC	\$ (44.97)
4/19/2019	Beach Walk Café	\$ (2.71)
4/22/2019	Island Water Sports	\$ (62.12)
4/22/2019	McDonald's	\$ (3.33)
4/22/2019	Greenworld Farms LLC	\$ (8.43)
4/22/2019	Hale Nui Tattoo	\$ (376.97)
4/22/2019	Waimea Valley	\$ (12.46)
4/22/2019	Makana Trading	\$ (75.39)
4/22/2019	Olina Marina Deli	\$ (4.18)
4/22/2019	Olina Marina Deli	\$ (5.42)
4/22/2019	Hawaiian AI	\$ (60.00)
4/22/2019	Café Glace	\$ (10.32)
4/22/2019	Shack 4 Gate	\$ (5.75)
4/23/2019	Dole Plantation	\$ (12.46)
4/23/2019	Creative Kids	\$ (475.00)
4/23/2019	Albertsons	\$ (7.57)
4/24/2019	Centennial Hills Hospital	\$ (1,743.49)
4/25/2019	Fandango	\$ (41.25)
4/25/2019	Bluebird Barbers	\$ (28.33)
4/25/2019	Dairy Queen	\$ (2.05)
4/25/2019	Firehouse Subs	\$ (19.34)
4/26/2019	Dairy Queen	\$ (2.05)
4/26/2019	7-Eleven	\$ (7.57)
4/26/2019	District Ct Family	\$ (7.00)
4/29/2019	Tropical Smoothie Café	\$ (17.23)
4/29/2019	Publicus	\$ (15.39)
4/29/2019	Regal Aliente Stadium	\$ (38.06)
4/29/2019	Factory Five Racing	\$ (9.99)
4/29/2019	Dairy Queen	\$ (2.05)
4/29/2019	Careington International	\$ (199.00)
4/30/2019	Creative Kids	\$ (475.00)
4/30/2019	Dairy Queen	\$ (5.44)
5/1/2019	Tropical Smoothie Café	\$ (17.23)
5/2/2019	Dairy Queen	\$ (2.59)

5/2/2019	Dairy Queen	\$ (2.05)
5/3/2019	Chipotle	\$ (20.00)
5/3/2019	Centennial Hills Animal	\$ (80.50)
5/6/2019	Tropical Smoothie Café	\$ (6.48)
5/6/2019	Publicus	\$ (15.15)
5/6/2019	Shell	\$ (32.00)
5/6/2019	Nike.com	\$ (162.38)
5/6/2019	Acorn's Gifts & Goo	\$ (86.14)
5/6/2019	Newsstand	\$ (39.78)
5/6/2019	Mint Julep Bar	\$ (9.15)
5/6/2019	Sprinkles	\$ (3.50)
5/6/2019	UVA Bar	\$ (39.48)
5/6/2019	Wetzel's Disneyland	\$ (7.84)
5/6/2019	The Collector's Warehouse	\$ (243.64)
5/6/2019	Hollywood Lounge	\$ (19.92)
5/6/2019	Hollywood Lounge	\$ (35.02)
5/6/2019	Carthay Restaurant	\$ (35.17)
5/6/2019	Embarcadero Gifts	\$ (91.57)
5/6/2019	CMSVend	\$ (3.50)
5/6/2019	CMSVend	\$ (3.50)
5/6/2019	Withdrawal	\$ (202.00)
5/6/2019	Arco	\$ (47.92)
5/7/2019	Cookie Num Num	\$ (6.00)
5/7/2019	Splitsville	\$ (107.67)
5/7/2019	Black Tap	\$ (46.22)
5/7/2019	Creative Kids	\$ (475.00)
5/8/2019	Dairy Queen	\$ (2.05)
5/9/2019	Bouqs.com	\$ (130.29)
5/9/2019	Dairy Queen	\$ (2.05)
5/10/2019	Albertsons	\$ (219.47)
4/11/2019	Zelle Transfer	\$ (2,500.00)
4/11/2019	NV Energy South	\$ (24.32)
4/12/2019	Quicken Loans	\$ (667.45)
4/15/2019	Paypal	\$ (59.00)
4/22/2019	CC Payment	\$ (560.00)
4/23/2019	NV Energy South	\$ (52.31)
4/24/2019	Southwest Gas	\$ (46.89)
4/26/2019	Quicken Loans	\$ (667.45)
4/29/2019	NV Energy South	\$ (15.54)
4/30/2019	CC Payment	\$ (37.81)
5/1/2019	Zelle Transfer	\$ (1,150.00)
5/2/2019	Zelle Transfer	\$ (1,322.55)
5/3/2019	Farmers N W Life Ins	\$ (171.84)
5/3/2019	Cox Comm	\$ (131.88)
5/7/2019	CC Payment	\$ (68.45)
5/10/2019	Quicken Loans	\$ (667.45)
	Service Fees	\$ (5.00)
5/13/2019	BkofAmerica Mobile	\$ 9,000.00
5/15/2019	ADP Total Source Direct Dep	\$ 3,736.26

5/15/2019	BkofAmerica Mobile	\$ 19.86
5/31/2019	ADP Total Source Direct Dep	\$ 3,736.26
5/13/2019	Dairy Queen	\$ (2.05)
5/13/2019	Wal-Mart Super	\$ (724.23)
5/13/2019	Smiths	\$ (34.66)
5/14/2019	Creative Kids	\$ (475.00)
5/14/2019	Dairy Queen	\$ (2.59)
5/14/2019	Albertsons	\$ (3.99)
5/15/2019	Architectural Designs	\$ (44.95)
5/16/2019	Dairy Queen	\$ (2.59)
5/16/2019	Smiths	\$ (25.16)
5/17/2019	Dairy Queen	\$ (2.05)
5/17/2019	Fandango	\$ (38.25)
5/17/2019	Total Wine	\$ (139.86)
5/17/2019	Albertsons	\$ (2.77)
5/20/2019	Publicus	\$ (15.39)
5/20/2019	Johnny Rockets	\$ (46.72)
5/20/2019	Regal Aliente Stadium	\$ (17.00)
5/20/2019	Tropical Smoothie Café	\$ (9.60)
5/20/2019	Regal Cinemas Mobile	\$ (41.60)
5/20/2019	Sushi Tachi	\$ (87.18)
5/20/2019	Crumbl	\$ (32.05)
5/20/2019	Tropical Smoothie Café	\$ (19.82)
5/20/2019	Las Vegas Sliding	\$ (237.00)
5/20/2019	Albertsons	\$ (29.44)
5/20/2019	Albertsons	\$ (5.48)
5/20/2019	Uber	\$ (45.33)
5/20/2019	Lowe's	\$ (8.87)
5/21/2019	Creative Kids	\$ (475.00)
5/21/2019	Dairy Queen	\$ (2.59)
5/22/2019	Dairy Queen	\$ (2.59)
5/23/2019	Tropical Smoothie Café	\$ (28.63)
5/24/2019	Palace Café	\$ (10.63)
5/24/2019	Publicus	\$ (15.15)
5/24/2019	Burgerim	\$ (45.60)
5/28/2019	Lewis St Garage	\$ (18.00)
5/28/2019	Tropical Smoothie Café	\$ (10.75)
5/28/2019	Taco Bell	\$ (38.11)
5/28/2019	Tropical Smoothie Café	\$ (10.75)
5/28/2019	Dairy Queen	\$ (2.05)
5/28/2019	Tropical Smoothie Café	\$ (19.20)
5/28/2019	Supercuts	\$ (20.99)
5/28/2019	Tropical Smoothie Café	\$ (10.75)
5/28/2019	Costco	\$ (465.68)
5/28/2019	Creative Kids	\$ (475.00)
5/28/2019	BkofAmericaATM	\$ (200.00)
5/28/2019	Smiths	\$ (22.75)
5/29/2019	Tropical Smoothie Café	\$ (23.29)
5/29/2019	Whoop	\$ (30.00)

5/29/2019	Whoop	\$ (8.99)
5/29/2019	Dairy Queen	\$ (2.05)
5/30/2019	Tropical Smoothie Café	\$ (7.89)
5/30/2019	Dairy Queen	\$ (2.59)
5/30/2019	Whole Foods	\$ (32.99)
5/30/2019	Albertsons	\$ (84.69)
6/3/2019	Tropical Smoothie Café	\$ (16.96)
6/3/2019	Palace Café	\$ (3.15)
6/3/2019	Tropical Smoothie Café	\$ (7.89)
6/3/2019	Dees Donuts	\$ (10.65)
6/3/2019	Lowe's	\$ (272.82)
6/3/2019	Firehouse Subs	\$ (30.48)
6/3/2019	Albertsons	\$ (226.56)
6/4/2019	Tropical Smoothie Café	\$ (10.75)
6/4/2019	The Home Depot	\$ (50.00)
6/4/2019	Eastside Cannery Gift Shop	\$ (11.98)
6/4/2019	Regal Cinemas Mobile	\$ (30.80)
6/4/2019	Regal Cinemas Sunset	\$ (39.00)
6/4/2019	Creative Kids	\$ (475.00)
6/4/2019	Albertsons	\$ (5.97)
6/4/2019	Albertsons	\$ (64.93)
6/5/2019	The Home Depot	\$ (52.30)
6/5/2019	Bagel Café	\$ (14.90)
6/5/2019	Real Donuts	\$ (3.77)
6/5/2019	Albertsons	\$ (16.06)
6/6/2019	Tropical Smoothie Café	\$ (16.96)
6/6/2019	Chatthai Bistro	\$ (16.86)
6/6/2019	Dairy Queen	\$ (2.59)
6/7/2019	Tropical Smoothie Café	\$ (20.44)
6/7/2019	Just For Kids Dentistry	\$ (70.00)
6/7/2019	Dairy Queen	\$ (2.59)
6/7/2019	BkofAmericaATM	\$ (200.00)
6/10/2019	Tropical Smoothie Café	\$ (7.89)
6/10/2019	Wal-Mart Super	\$ (491.81)
6/10/2019	Albertsons	\$ (30.30)
6/10/2019	Albertsons	\$ (1.49)
5/20/2019	CC Payment	\$ (44.76)
5/21/2019	Zelle Transfer	\$ (2,500.00)
5/24/2019	Quicken Loans	\$ (667.45)
5/28/2019	Paypal	\$ (44.95)
5/30/2019	CC Payment	\$ (39.00)
5/31/2019	Zelle Transfer	\$ (1,150.00)
6/3/2019	Zelle Transfer	\$ (1,322.55)
6/3/2019	Zelle Transfer	\$ (2,500.00)
6/5/2019	Farmers N W Life Ins	\$ (171.84)
6/7/2019	Quicken Loans	\$ (669.00)
6/14/2019	ADP Total Source Direct Dep	\$ 3,736.26
7/1/2019	ADP Total Source Direct Dep	\$ 3,736.26
7/9/2019	Refund The Home Depot	\$ 11.79

6/11/2019	Dees Donuts	\$ (11.03)
6/11/2019	Tropical Smoothie Café	\$ (19.96)
6/11/2019	Creative Kids	\$ (475.00)
6/11/2019	Dairy Queen	\$ (3.02)
6/11/2019	Home Pride Inspections	\$ (715.00)
6/11/2019	Ashley E Hoban DMD	\$ (919.00)
6/11/2019	Sunshine Valley Pediatrics	\$ (15.00)
6/11/2019	Smiths	\$ (29.57)
6/11/2019	Albertsons	\$ (26.77)
6/13/2019	Las Vegas ASC LLC	\$ (138.85)
6/14/2019	Tropical Smoothie Café	\$ (21.29)
6/14/2019	Buffalo Wild Wings	\$ (24.84)
6/14/2019	Buffalo Wild Wings	\$ (5.73)
6/14/2019	Bluebird Barbers	\$ (29.00)
6/14/2019	LVMPD Records	\$ (92.00)
6/17/2019	BJs Restaurant	\$ (57.91)
6/17/2019	Dees Donuts	\$ (10.65)
6/17/2019	Tropical Smoothie Café	\$ (17.23)
6/17/2019	Party City	\$ (128.49)
6/17/2019	Sweet Poke	\$ (27.95)
6/17/2019	Wal-Mart	\$ (356.85)
6/17/2019	Costco	\$ (502.37)
6/17/2019	Albertsons	\$ (59.48)
6/18/2019	Tropical Smoothie Café	\$ (8.34)
6/18/2019	Creative Kids	\$ (475.00)
6/18/2019	Sushi Tachi	\$ (90.97)
6/19/2019	Publicus	\$ (31.26)
6/19/2019	American Toxicology	\$ (136.00)
6/19/2019	Dairy Queen	\$ (2.59)
6/20/2019	Smiths	\$ (9.98)
6/21/2019	Tropical Smoothie Café	\$ (10.75)
6/21/2019	Bagel Café	\$ (15.90)
6/21/2019	Dairy Queen	\$ (2.59)
6/24/2019	Tropical Smoothie Café	\$ (10.75)
6/24/2019	Tropical Smoothie Café	\$ (23.29)
6/24/2019	Uber	\$ (19.30)
6/24/2019	Papyrus	\$ (16.13)
6/25/2019	Creative Kids	\$ (475.00)
6/25/2019	Dairy Queen	\$ (2.59)
6/25/2019	Costco	\$ (8.49)
6/26/2019	Flowers by Michelle	\$ (92.01)
6/27/2019	Bagel Café	\$ (15.90)
6/28/2019	Tropical Smoothie Café	\$ (13.74)
6/28/2019	Uber	\$ (27.60)
6/28/2019	Whoop	\$ (30.00)
6/28/2019	Uber	\$ (10.29)
6/28/2019	Albertsons	\$ (31.53)
6/28/2019	Costco	\$ (184.01)
6/28/2019	Costco	\$ (22.98)

6/28/2019	Target	\$ (46.69)
7/1/2019	Tropical Smoothie Café	\$ (23.29)
7/1/2019	Tropical Smoothie Café	\$ (17.23)
7/1/2019	Burgerim	\$ (18.35)
7/1/2019	McDonald's	\$ (24.09)
7/1/2019	CityMB PKG IPS	\$ (3.25)
7/1/2019	Whoop	\$ (35.47)
7/2/2019	Creative Kids	\$ (475.00)
7/2/2019	Uber	\$ (10.29)
7/3/2019	Uber	\$ (15.29)
7/5/2019	TNT Fireworks	\$ (79.96)
7/5/2019	Albertsons	\$ (70.81)
7/5/2019	Albertsons	\$ (7.84)
7/8/2019	Tropical Smoothie Café	\$ (23.29)
7/8/2019	Tropical Smoothie Café	\$ (10.75)
7/8/2019	Jack in the Box	\$ (9.29)
7/8/2019	Mirage	\$ (87.00)
7/8/2019	Port of Subs	\$ (24.14)
7/8/2019	The Home Depot	\$ (50.00)
7/8/2019	The Home Depot	\$ (26.50)
7/8/2019	Jack in the Box	\$ (30.78)
7/8/2019	Leslis Poolmart	\$ (67.10)
7/9/2019	McDonald's	\$ (22.15)
7/9/2019	Creative Kids	\$ (475.00)
7/9/2019	Albertsons	\$ (2.06)
7/10/2019	Whole Foods	\$ (46.96)
7/11/2019	Little Caesars	\$ (10.83)
6/11/2019	CC Payment	\$ (280.00)
6/21/2019	Quicken Loans	\$ (669.01)
6/24/2019	Cox Comm	\$ (238.16)
6/24/2019	CC Payment	\$ (70.00)
6/27/2019	Zelle Transfer	\$ (10.00)
6/28/2019	CC Payment	\$ (1,231.96)
7/1/2019	Paypal	\$ (299.00)
7/2/2019	Zelle Transfer	\$ (1,150.00)
7/3/2019	Paypal	\$ (1,330.00)
7/3/2019	Farmers N W Life Ins	\$ (171.84)
7/5/2019	Quicken Loans	\$ (669.00)
7/8/2019	CC Payment	\$ (600.00)
7/15/2019	ADP Total Source Direct Dep	\$ 3,736.26
8/1/2019	ADP Total Source Direct Dep	\$ 3,736.26
7/12/2019	Tropical Smoothie Café	\$ (17.23)
7/15/2019	Dees Donuts	\$ (10.23)
7/15/2019	Leslis Poolmart	\$ (138.00)
7/15/2019	Albertsons	\$ (7.77)
7/15/2019	BkofAmericaATM	\$ (340.00)
7/15/2019	Whole Foods	\$ (64.31)
7/16/2019	Tropical Smoothie Café	\$ (9.34)
7/16/2019	Jack in the Box	\$ (33.90)

7/16/2019	Creative Kids	\$ (475.00)
7/16/2019	Whole Foods	\$ (26.08)
7/18/2019	Tropical Smoothie Café	\$ (17.23)
7/18/2019	Albertsons	\$ (28.12)
7/18/2019	Tesoro	\$ (3.88)
7/18/2019	BkofAmericaATM	\$ (300.00)
7/18/2019	Whole Foods	\$ (29.56)
7/18/2019	Chevron	\$ (3.00)
7/18/2019	Target	\$ (115.45)
7/19/2019	Whole Foods	\$ (19.57)
7/22/2019	The Lodge at Grand Teton	\$ (53.44)
7/22/2019	Tropical Smoothie Café	\$ (17.23)
7/22/2019	Axs.com	\$ (190.70)
7/22/2019	Full Compass Systems	\$ (8.74)
7/22/2019	Tropical Smoothie Café	\$ (23.48)
7/22/2019	Del Taco	\$ (12.98)
7/22/2019	Target	\$ (31.63)
7/23/2019	Tropical Smoothie Café	\$ (25.36)
7/23/2019	Creative Kids	\$ (475.00)
7/23/2019	7-Eleven	\$ (12.71)
7/24/2019	7-Eleven	\$ (13.50)
7/24/2019	VIOC	\$ (24.99)
7/24/2019	PetSmart	\$ (40.03)
7/25/2019	Tropical Smoothie Café	\$ (17.23)
7/29/2019	Taco Bell	\$ (16.95)
7/29/2019	Whoop	\$ (30.00)
7/30/2019	Creative Kids	\$ (475.00)
8/1/2019	Tropical Smoothie Café	\$ (16.23)
8/5/2019	US Anesthesia Partners	\$ (142.50)
8/5/2019	Albertsons	\$ (13.72)
8/6/2019	Taco Bell	\$ (35.07)
8/6/2019	Creative Kids	\$ (475.00)
8/6/2019	Albertsons	\$ (2.11)
8/6/2019	Albertsons	\$ (11.85)
8/12/2019	Cold Stone	\$ (35.37)
7/19/2019	Quicken Loans	\$ (669.01)
7/22/2019	CC Payment	\$ (123.05)
7/24/2019	CC Payment	\$ (567.00)
7/24/2019	Cox Comm	\$ (131.88)
7/29/2019	CC Payment	\$ (275.00)
8/5/2019	Paypal	\$ (1,330.00)
8/5/2019	Farmers N W Life Ins	\$ (171.84)
8/6/2019	CC Payment	\$ (1,730.00)
8/9/2019	Paypal	\$ (67.00)
8/15/2019	ADP Total Source Direct Dep	\$ 3,736.26
8/30/2019	ADP Total Source Direct Dep	\$ 3,736.26
8/13/2019	Creative Kids	\$ (475.00)
8/13/2019	American Toxicology	\$ (126.00)
8/16/2019	Albertsons	\$ (32.11)

8/19/2019	Tropical Smoothie Café	\$ (8.48)
8/19/2019	Kingdom Death	\$ (150.00)
8/19/2019	Kingdom Death	\$ (57.00)
8/19/2019	The Ranch House	\$ (18.25)
8/19/2019	Dees Donuts	\$ (8.61)
8/19/2019	Tropical Smoothie Café	\$ (17.23)
8/20/2019	Del Taco	\$ (37.86)
8/20/2019	Creative Kids	\$ (475.00)
8/21/2019	Uber	\$ (16.79)
8/22/2019	Uber	\$ (24.81)
8/23/2019	Carls Jr	\$ (30.46)
8/23/2019	Whoop	\$ (84.17)
8/23/2019	Uber	\$ (20.80)
8/23/2019	Albertsons	\$ (3.45)
8/26/2019	Tropical Smoothie Café	\$ (17.23)
8/27/2019	Tropical Smoothie Café	\$ (23.83)
8/27/2019	Creative Kids	\$ (475.00)
8/27/2019	Uber	\$ (24.81)
8/28/2019	Whoop	\$ (30.00)
8/28/2019	Whole Foods	\$ (21.96)
8/28/2019	Stateside Express	\$ (5.08)
8/29/2019	Uber	\$ (38.94)
8/29/2019	Uber	\$ (20.80)
8/30/2019	Tropical Smoothie Café	\$ (17.23)
9/3/2019	Uber	\$ (22.81)
9/3/2019	Del Taco	\$ (19.46)
9/3/2019	Target	\$ (19.21)
9/3/2019	Creative Kids	\$ (475.00)
9/3/2019	Stateside Express	\$ (1.59)
9/4/2019	Uber	\$ (24.81)
9/5/2019	Sunshine Valley Pediatrics	\$ (34.00)
9/5/2019	Ashley E Hoban DMD	\$ (177.50)
9/6/2019	American Toxicology	\$ (127.00)
9/9/2019	Umami	\$ (105.58)
9/9/2019	Costco Gas	\$ (91.51)
9/9/2019	Costco	\$ (1.28)
9/9/2019	Costco	\$ (697.21)
9/10/2019	Creative Kids	\$ (475.00)
8/13/2019	NV Energy South	\$ (161.58)
8/13/2019	Paypal	\$ (32.00)
8/20/2019	Paypal	\$ (30.63)
8/22/2019	CC Payment	\$ (420.61)
8/23/2019	Cox Comm	\$ (131.88)
8/29/2019	Cox Comm	\$ (111.88)
9/3/2019	Paypal	\$ (1,330.00)
9/5/2019	Farmers N W Life Ins	\$ (171.84)
9/6/2019	Zelle Transfer	\$ (1,500.00)
9/6/2019	CC Payment	\$ (813.75)

# **EXHIBIT B**

# PECOS LAW GROUP

BRUCE I. SHAPIRO

8925 South Pecos Road, Suite 14A

Henderson, NV 89074

Email@PecosLawGroup.com

(702) 388-1851

Chalese Solinger  
curlyfriez09@gmail.com

Statement Date: August 29, 2019  
Statement No. 53173  
Account No. 1896.00  
Page: 1

RE: Divorce

***Please note this is a revised invoice showing your additional retainer of \$12,500.00 which did not reflect on the previous invoice in error.***

## Fees

			Rate	Hours	
08/14/2019	BS	Conference with client.			NO CHARGE
	BS	Prepare correspondence to L. Schneider regarding substitution and file; Prepare correspondence to V. Mayo regarding stipulation to continue calendar call and trial.	575.00	0.30	172.50
	AR	Prepare substitution of attorneys.	180.00	0.20	36.00
08/15/2019	BS	Email to client [REDACTED]			NO CHARGE
	BS	Review available pleadings and begin preparing statement of facts.	575.00	0.70	402.50
08/16/2019	BS	Exchange emails with client [REDACTED] Telephone conference with client.	575.00	0.20	115.00
08/18/2019	BS	Exchange emails with client [REDACTED]			NO CHARGE
08/21/2019	AR	Meeting with client to obtain facts and pleadings.	180.00	0.50	90.00
08/23/2019	BS	Receive and review correspondence from Mayo dated 8.22.19 denying request to continue trial; Email to client.	575.00	0.20	115.00
	BS	Email to V. Mayo regarding hearing dates, discovery and trial; Email to client [REDACTED] Exchange emails with client [REDACTED] Review, revise and supplement outline for motion to continue.	575.00	0.40	230.00
	AR	Prepare subpoenas for Adam's employer; prepare notice of			

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Chalese Solinger  
 Account No. 1896.00  
 RE: Divorce

Statement Date: 08/29/2019  
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 Page No. 2

			Rate	Hours	
		deposition of plaintiff prepare notices of depositions for employers; prepare receipt of copy.	180.00	0.60	108.00
	JWF	Review and begin to revise draft of motion to continue trial and for resumption of joint physical custody.	400.00	0.70	280.00
08/26/2019	JWF	Meet with client [REDACTED]	400.00	1.00	400.00
08/27/2019	AIR	Teleconference with client [REDACTED]	180.00	0.20	36.00
	BS	[REDACTED] Email to client [REDACTED]	575.00	0.30	172.50
	BS	Receive and review lien, motion to withdraw and adjudicate and notice of hearing from L. Schneider.	575.00	0.20	115.00
	BS	Review parenting plan and orders; Telephone conference with client; Email to Mayo regarding birthday visitation.	575.00	0.20	115.00
	BS	Receive and review email from client [REDACTED]	575.00	0.20	115.00
	AR	Review Mayo's discovery requests [REDACTED]	180.00	0.50	90.00
08/28/2019	AIR	Preparation of Certificate of Service for Substitution of Attorneys; submission of same to District Court for filing; and service on all parties.		0.20	NO CHARGE
	AIR	Review, revise and finalize Defendant's Motion to Continue Trial, et al.; preparation of Exhibit Addendum thereto; submission of both to District Court for filing; and service of same on opposing counsel.	180.00	0.50	90.00
	BS	Exchange emails with client [REDACTED]	575.00	0.20	115.00
	BS	Receive and review correspondence from M. Castillo regarding subpoena.	575.00	0.20	115.00
	BS	Review motion to continue trial.			NO CHARGE
	JWF	Review file, revise and complete draft of motion to continue trial. For Current Services Rendered	400.00	<u>2.30</u> 9.60	<u>920.00</u> 3,832.50

Expenses

08/28/2019	Filing Fee.	3.50
08/28/2019	Filing Fee.	<u>3.50</u>
	Total Expenses	7.00

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Chalese Solinger  
Account No. 1896.00  
RE: Divorce

Statement Date: 08/29/2019  
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Total Amount of this Bill 3,839.50

Payments

08/29/2019 Payment -3,839.50

Balance Due \$0.00

Trust Account

	Previous Balance in Trust	\$0.00
08/15/2019	Retainer- Solinger	2,500.00
08/19/2019	Additional Retainer- Solinger	12,500.00
08/29/2019	Payment	
	PAYEE: Pecos Law Group	<u>-3,839.50</u>
	Remaining Balance in Trust	\$11,160.50

**1. Please note your payment is due within 15 days from the date of this statement.**

**2. Services rendered and cost incurred after August 28, 2019 may not be reflected on this statement.**

**3. Payments Received after August 28, 2019 may not be reflected on this statement.**

# PECOS LAW GROUP

BRUCE I. SHAPIRO

8925 South Pecos Road, Suite 14A

Henderson, NV 89074

Email@PecosLawGroup.com

(702) 388-1851

Chalese Solinger  
curlyfriez09@gmail.com

Statement Date: October 1, 2019  
Statement No. 53229  
Account No. 1896.00  
Page: 1

RE: Divorce

## Fees

			Rate	Hours	
08/29/2019	AIR	Preparation of Ex Parte Motion for Order Shortening Time to hear Defendant's Motion to Continue, et al.; submission of same to District Court for filing; preparation of Order Shortening Time; and submission of same to Judge for review and signature.	180.00	0.50	90.00
	AIR	Teleconference with Judge's chambers regarding the submission of motion and their Minute Order issued on August 28, 2019; preparation of Notice of Hearing for Defendant's Motion to Continue Trial, et al.; submission of same to District Court for filing; and service on opposing counsel.	180.00	0.40	72.00
	AIR	Teleconference with client [REDACTED]	180.00	0.20	36.00
	AIR	Preparation of Certificate of Service for the court-issued Notice of Hearing; submission of same to District Court for filing; and service on opposing counsel.	180.00	0.20	36.00
	BS	Receive and review correspondence from V. Mayo dated 8.29.19.	575.00	0.20	115.00
	BS	Receive and review email from client [REDACTED]			NO CHARGE
	JWF	Review and sign Ex Parte Motion for Order Shortening Time.	400.00	0.20	80.00
	JWF	Review letter from V. Mayo regarding Quit Claim Deed issue	400.00	0.20	80.00
	JWF	Emails with client [REDACTED]	400.00	0.20	80.00
08/30/2019	AIR	Meeting with client, Mr. Shapiro and Mr. Fleeman [REDACTED]	180.00	0.20	36.00

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Chalese Solinger  
 Account No. 1896.00  
 RE: Divorce

Statement Date: 10/01/2019  
 Statement No. 53229  
 Page No. 2

		Rate	Hours	
	BS Receive and review opposition to motion to continue.	575.00	0.20	115.00
	BS Conference with client [REDACTED] [REDACTED] Exchange emails with client [REDACTED]	575.00	0.30	172.50
	BS Receive and review email from client [REDACTED]	575.00	0.20	115.00
	BS Receive and review email from client [REDACTED] [REDACTED]	575.00	0.20	115.00
	JWF Meeting with client and BIS		0.40	NO CHARGE
09/03/2019	AIR Revise and finalize letter to opposing counsel regarding depositions set for September 9, 2019.		0.20	NO CHARGE
	BS Exchange emails with client [REDACTED]			NO CHARGE
	BS Prepare correspondence to V. Mayo regarding noticed deposition of his client.	575.00	0.20	115.00
	BS Receive and review email from client [REDACTED] Receive and review correspondence from Mayo regarding deposition of client; Receive and review correspondence from Schneider to Mayo.	575.00	0.20	115.00
	JWF Review opposing counsel letter regarding deposition		0.20	NO CHARGE
	JWF Draft letter to opposing counsel regarding deposition and good faith	400.00	0.30	120.00
	AR Email to client [REDACTED]	180.00	0.20	36.00
09/04/2019	AIR Teleconference with Judge's chambers regarding the Order Shortening Time; preparation of Receipt of Copy for same to be served on opposing counsel; and submission of Receipt of Copy to District Court for filing.	180.00	0.20	36.00
	AIR Teleconference [REDACTED] [REDACTED]	180.00	0.20	36.00
	AIR Teleconference with client [REDACTED] [REDACTED]		0.20	NO CHARGE
	AIR Teleconference with opposing counsel regarding the deposition set for today.	180.00	0.20	36.00
	BS Telephone conference with client [REDACTED] Review drug test orders; Prepare responses to request for documents and interrogatories; Exchange multiple emails with client [REDACTED] [REDACTED]	575.00	1.20	690.00
	AR Prepare responses to first request for production of documents and first interrogatories. (4.4 hours spent)	180.00	2.50	450.00

Chalese Solinger  
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 RE: Divorce

Statement Date: 10/01/2019  
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			Rate	Hours	
09/05/2019	AIR	Preparation of Amended Notice of Taking Deposition of Plaintiff; and service of same on opposing counsel.		0.40	NO CHARGE
	AIR	Preparation of correspondence to Louis Schneider [REDACTED]	180.00	0.20	36.00
	AIR	Download entire court record of pleadings from online court attorney portal; organization of same and assembly of complete client file.	180.00	4.50	810.00
	BS	Receive and review correspondence from V. Mayo regarding motion to continue trial.	575.00	0.20	115.00
	AR	Finalize responses to first request for production of documents and first interrogatories.		0.30	NO CHARGE
09/06/2019	AIR	Teleconference with client [REDACTED] and correspondence to [REDACTED]		0.20	NO CHARGE
	AIR	Preparation of initial draft of Defendant's List of Witnesses for Trial.	180.00	0.20	36.00
	AIR	Teleconference with, and correspondence to, court reporter canceling all depositions set for September 9, 2019.		0.20	NO CHARGE
	AIR	Preparation of Notice of Vacating Deposition of Plaintiff; and service of same on opposing counsel.		0.40	NO CHARGE
	BS	Prepare for hearing; Court appearance.	575.00	3.00	1,725.00
	JWF	Letter to Mayo regarding deed and proceeds held in escrow.	400.00	0.30	120.00
09/08/2019	BS	Email to V. Mayo regarding deposition dates and settlement; Review complete file and begin preparing statement of facts, deposition outline and trial exams; Email to Mayo regarding collateral; Email to client [REDACTED] Exchange emails with client [REDACTED]	575.00	5.00	2,875.00
09/09/2019	AIR	Meeting with client, Mr. Shapiro, and Mr. Fleeman.		1.30	NO CHARGE
	AIR	Receipt and review [REDACTED]	180.00	1.50	270.00
	AIR	Correspondence to opposing counsel as our 3rd request for the documents he served in the First set of 16.2 Disclosures in March, 2019.	180.00	0.20	36.00
	AIR	Revise and finalize Defendant's List of Witnesses for Trial; submission of same to District Court for filing; and service on			

Chalese Solinger  
 Account No. 1896.00  
 RE: Divorce

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 Statement No. 53229  
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		Rate	Hours		
	opposing counsel.		0.30	NO CHARGE	
AIR	Revise and finalize Notice of Intent to File Opposition to Prior Counsel's Motion to Adjudicate Attorney's Lien; submission of same to District Court for filing; and service on all parties.		0.30	NO CHARGE	
AIR	Correspondence to opposing counsel requesting copies of any and all NRCP 16.2 Disclosures that have been propounded in this case, to date.		0.20	NO CHARGE	
AIR	Preparation of initial draft of Defendant's Trial Brief.	180.00	2.00	360.00	
BS	Exchange emails with V. Mayo regarding disclosures and deposition dates.	575.00	0.20	115.00	
BS	Conference with client [REDACTED] Review, revise and supplement Adam's deposition outline.	575.00	1.50	862.50	
BS	Review hearing videos (3.19.19; 6.17.19; 8.1.19); Supplement trial memorandum and Adam's deposition outline; Email to client; Exchange emails with client [REDACTED]	575.00	3.00	1,725.00	
JWF	Meeting with client, BIS, AIR		1.20	NO CHARGE	
09/10/2019	AIR	Preparation of Notice of Taking Deposition of Plaintiff; and service of same on opposing counsel.	180.00	0.20	36.00
AIR	Correspondence to court reporter enclosing the Notice of Deposition of Adam Solinger.		0.20	NO CHARGE	
AIR	Preparation of Amended Notice of Taking Deposition of Plaintiff; service of same on opposing counsel; and correspondence to court reporter, attaching same.		0.20	NO CHARGE	
AIR	Preparation of Deposition Subpoena Duces Tecum for Las Vegas Defense Group and Notice of Deposition Subpoena; correspondence with process server for service of same; and service of Notice on opposing counsel.	180.00	0.40	72.00	
AIR	Receipt and review of all NRCP 16.2 Disclosures propounded by both parties to date; and organization of same for client file.		1.00	NO CHARGE	
AE	Begin review of case file		1.00	NO CHARGE	
BS	Receive and review order to show cause filed by previous counsel and stricken by the court; Receive and review email from Mayo regarding deposition dates and trust funds proceeds; Email to client [REDACTED]	575.00	0.30	172.50	
BS	Review all initial disclosures; Multiple email exchanges with client; Email to V. Mayo requesting additional documents and whether will accept service for Jessica; Email to client [REDACTED]	575.00	2.50	1,437.50	

Chalese Solinger  
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 RE: Divorce

Statement Date: 10/01/2019  
 Statement No. 53229  
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			Rate	Hours	
09/11/2019	AIR	Preparation of initial draft of Defendant's 2nd set of NRCP 16.2 Disclosures.	180.00	2.50	450.00
	AE	Finish review of case file		1.50	NO CHARGE
	BS	Receive and review notice of subpoena from V. Mayo.	575.00	0.20	115.00
09/12/2019	AIR	Revise and finalize Defendant's 2nd set of NRCP 16.2 Disclosures and Witness List, including combining, redacting, and Bates numbering of all documents.		1.00	NO CHARGE
	AIR	Correspondence to client [REDACTED]		0.20	NO CHARGE
	JWF	[REDACTED]	400.00	0.80	320.00
	JWF	Draft opposition to motion to adjudicate attorneys lien.	400.00	1.70	680.00
	AR	Continue preparing responses to request for production of documents.		0.80	NO CHARGE
09/13/2019	AIR	Correspondence with court reporter regarding Adam's deposition set for Monday, September 16, 2019.		0.20	NO CHARGE
	AIR	Correspondence to client, [REDACTED]	180.00	0.20	36.00
	AIR	Correspondence to client, [REDACTED]		0.20	NO CHARGE
	AIR	Review, revise and finalize Defendant's Opposition to Louis C. Schneider's Motion to Adjudicate Attorney's Lien; preparation of Court cover sheet; submission of same to District Court for filing; and service on all parties.		0.50	NO CHARGE
	AIR	Teleconference with client [REDACTED]		0.20	NO CHARGE
	AE	Phone calls with potential trial witnesses	300.00	0.80	240.00
	BS	Exchange emails with Mayo regarding depositions.	575.00	0.20	115.00
09/14/2019	BS	Receive and review subpoena from Mayo to smoke shop; Receive and review 4th set of disclosures.	575.00	0.20	115.00
09/16/2019	AIR	Receive, review and compile Plaintiff's 4th set of NRCP 16.2 Disclosures and Witness List.	180.00	0.50	90.00
	AE	Begin draft of proposed findings of fact, conclusions of law, and decree of divorce	300.00	1.40	420.00

Chalese Solinger  
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 RE: Divorce

Statement Date: 10/01/2019  
 Statement No. 53229  
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		Rate	Hours	
	AIR	180.00	0.20	36.00
	AIR		0.60	NO CHARGE
	BS			NO CHARGE
	BS	575.00	3.75	2,156.25
	BS	575.00	0.20	115.00
	BS	575.00	0.20	115.00
	JWF	400.00	1.50	600.00
09/17/2019	AIR	180.00	0.20	36.00
	AE	300.00	1.20	360.00
	BS			NO CHARGE
	BS	575.00	0.20	115.00
	JWF	400.00	0.70	280.00
09/18/2019	AIR		0.30	NO CHARGE
	BS	575.00	1.50	862.50
	BS	575.00	0.50	287.50
	BS	575.00	0.40	230.00
09/19/2019	AIR		0.60	NO CHARGE

Chalese Solinger  
 Account No. 1896.00  
 RE: Divorce

Statement Date: 10/01/2019  
 Statement No. 53229  
 Page No. 7

		Rate	Hours	
	AIR Teleconference with [REDACTED]		0.20	NO CHARGE
	BS Review bank and credit card statements [REDACTED] [REDACTED] Email to Mayo regarding credit card points redemption; Email to client [REDACTED] Email to client [REDACTED] Email to client [REDACTED]	575.00	1.50	862.50
	BS Telephone conference	575.00	0.20	115.00
	BS Email to client [REDACTED]			NO CHARGE
	BS Exchange emails with client [REDACTED]	575.00	0.20	115.00
	JWF Telephone call [REDACTED]	400.00	0.20	80.00
	JWF [REDACTED]	400.00	0.50	200.00
	JWF Email to client [REDACTED]	400.00	0.20	80.00
09/20/2019	AE [REDACTED]	300.00	2.00	600.00
	BS Exchange emails with client [REDACTED]			NO CHARGE
	BS Receive and review email from Mayo on credit card points; Receive and review email from Mayo regarding preservation letter.	575.00	0.20	115.00
09/22/2019	JWF [REDACTED]	400.00	2.30	920.00
	FIR Prepare chart for spending for bank account ending 8236 (SW).	180.00	3.25	585.00
09/23/2019	AIR Teleconference with Felicia at Las Vegas Defense Group and left a message or their H.R. department to inquire if they will be producing the documents from our Subpoena Duces Tecum, or will I have to schedule a court reporter.		0.20	NO CHARGE
	AIR Teleconference [REDACTED]		0.20	NO CHARGE
	AE Review Adam deposition transcript		1.20	NO CHARGE
	AE Conduct research [REDACTED] prepare 4th supplemental disclosure		0.90	NO CHARGE
	BS Receive and review Adam's deposition transcript; Begin preparing for Adam's trial exam; Exchange emails with client [REDACTED] [REDACTED] Receive and review email from Mayo regarding discovery.	575.00	6.00	3,450.00

Chalese Solinger  
 Account No. 1896.00  
 RE: Divorce

Statement Date: 10/01/2019  
 Statement No. 53229  
 Page No. 8

			Rate	Hours	
	BS	Receive and review offer of judgment from V. Mayo.	575.00	0.20	115.00
	JWF	[REDACTED]	400.00	3.20	1,280.00
	JWF	Emails with EDF and V. Mayo regarding forensic analysis of hard drives and discovery issues.	400.00	0.40	160.00
09/24/2019	AIR	Teleconference with Amy at Las Vegas Defense Group, requesting again that someone call us back regarding our Deposition Subpoena Duces Tecum.		0.20	NO CHARGE
	AIR	Teleconference and correspondence with court reporter regarding the deposition of the custodian of records for Las Vegas Defense Group, LLC.		0.30	NO CHARGE
	AIR	Preparation of Notice of Vacating Deposition (Duces Tecum) of Custodian of Records for Las Vegas Defense Group; and service of same on all parties.		0.40	NO CHARGE
	AIR	Correspondence to court reporter enclosing the Notice of Vacating Deposition.		0.20	NO CHARGE
	AIR	Review of all prior orders pertaining to family support and/or child support obligations [REDACTED]		0.50	NO CHARGE
	AIR	Receipt and review of documents delivered by Las Vegas Defense Group in response to our subpoena duces tecum.		0.20	NO CHARGE
	AE	Prepare pre-trial memorandum; continue preparing trial brief; review July 2019 hearing video	300.00	2.70	810.00
	AE	Finalize and process 4th supplemental disclosure		0.20	NO CHARGE
	BS	Exchange emails with client [REDACTED]	575.00	0.20	115.00
	BS	Exchange emails with JEA regarding trial time.	575.00	0.20	115.00
	BS	Email to client [REDACTED]			NO CHARGE
09/25/2019	BS	Receive and review subpoenaed documents from LV Defense Group.	575.00	0.20	115.00
	BS	Receive and review Adam's updated financial disclosure form.	575.00	0.20	115.00
	BS	Travel to and from Mayo's office for client's deposition; Review, revise and supplement client's trial exam.	575.00	7.00	4,025.00
	AE	Prepare marital balance sheet	300.00	0.30	90.00
	AE	Analyze Plaintiff's bank statements [REDACTED]	300.00	1.70	510.00

Chalese Solinger  
 Account No. 1896.00  
 RE: Divorce

Statement Date: 10/01/2019  
 Statement No. 53229  
 Page No. 9

			Rate	Hours	
	AE	Begin accounting [REDACTED]	300.00	0.40	120.00
	AE	Begin draft of 1st set of interrogatories and requests for admissions	300.00	0.60	180.00
	AE	Continue preparing trial brief; add argument [REDACTED]	300.00	1.50	450.00
09/26/2019	BS	Email to client [REDACTED] Email to Mayo.	575.00	0.20	115.00
	AE	Phone call [REDACTED]		0.20	NO CHARGE
09/27/2019	AE	Finish draft of pre-trial memorandum		0.30	NO CHARGE
	BS	Email to client [REDACTED]	575.00	0.20	115.00
	BS	Exchange emails with client [REDACTED]	575.00	0.40	230.00
09/28/2019	FIR	Prepare chart of banking charges. (9 hours spent)	180.00	3.00	540.00
09/29/2019	FIR	Prepare chart of banking charges. (4.5 hours spent)	180.00	2.00	360.00
09/30/2019	AIR	Preparation of Re-Notice of Hearing for Defendant's Motion to Continue Trial, et al.; submission of same to District Court for filing; and service on opposing counsel.		0.40	NO CHARGE
	AIR	Review, revise and finalize Ex Parte Motion for Order Shortening Time; and preparation of Order Shortening Time regarding re-notice of hearing Defendant's Motion to Continue Trial, et al.		0.40	NO CHARGE
	AR	Prepare COPE certificate pleading.	180.00	0.20	36.00
	AIR	Preparation of Certificate of Service for the court's Notice of Hearing; submission of same to District Court for filing; and service on opposing counsel.		0.30	NO CHARGE
	AE	Finish drafts of 1st interrogatories and requests for admissions; finalize and process same		0.40	NO CHARGE
	AE	Begin review of Plaintiff's 6th disclosure	300.00	0.50	150.00
	BS	Email to client [REDACTED] Email to Mayo regarding continuing trial and order shortening time.	575.00	0.20	115.00
	BS	Prepare application for order shortening time on motion to continue trial.	575.00	0.20	115.00
	BS	Review admissions and request for interrogatories.			NO CHARGE
	BS	Exchange emails with client [REDACTED]	575.00	0.20	115.00

Chalese Solinger  
Account No. 1896.00  
RE: Divorce

Statement Date: 10/01/2019  
Statement No. 53229  
Page No. 10

	Rate	Hours	
For Current Services Rendered		95.10	38,567.75

Expenses

08/29/2019	Filing Fee.		3.50
08/29/2019	Filing Fee.		3.50
08/29/2019	Filing Fee.		3.50
09/03/2019	Process Server. John Wilks Process Serving		180.00
09/04/2019	Filing Fee.		3.50
09/09/2019	Filing Fee.		3.50
09/09/2019	Filing Fee.		3.50
09/12/2019	Filing Fee.		3.50
09/13/2019	Filing Fee.		3.50
09/16/2019	Process Server. John Wilks Process Serving		260.00
09/17/2019	Filing Fee.		3.50
09/30/2019	Filing Fee.		3.50
09/30/2019	Filing Fee.		3.50
	Total Expenses		<u>478.50</u>

Total Amount of this Bill			39,046.25
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Payments

10/01/2019	Payment		-11,160.50
	Balance Due		<u>\$27,885.75</u>

Trust Account

	Previous Balance in Trust	\$11,160.50
10/01/2019	Payment	
	PAYEE: Pecos Law Group	-11,160.50
	Remaining Balance in Trust	<u>\$0.00</u>

Please Remit			<u>\$27,885.75</u>
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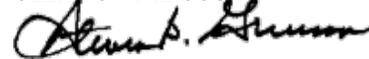
**1. Please note your payment is due within 15 days from the date of this statement.**

**2. Services rendered and cost incurred after September 30, 2019 may not be reflected on this statement.**

**3. Payments Received after September 30, 2019 may not be reflected on this statement.**

FDF  
**Bruce I. Shapiro, Esq.**  
 Nevada Bar No. 004050  
 PECOS LAW GROUP  
 8925 South Pecos Road, Suite 14A  
 Henderson, Nevada 89074  
 Telephone: (702) 388-1851  
 Email: email@pecoslawgroup.com  
 Attorney for Defendant

Electronically Filed  
 10/9/2019 5:16 PM  
 Steven D. Grierson  
 CLERK OF THE COURT



EIGHTH JUDICIAL DISTRICT COURT  
 CLARK COUNTY, NEVADA

<b>Adam Michael Solinger,</b>  <b>Plaintiff,</b>  vs. <b>Chalese Marie Solinger</b>  <b>Defendant.</b>	<b>Case No. D-19-582245-D</b>  <b>Dept. No. I</b>
---	---

**GENERAL FINANCIAL DISCLOSURE FORM**

**A. Personal Information:**

1. What is your full name? Chalese Marie Solinger
2. How old are you? 28
3. What is your date of birth? 11/17/1990
4. What is your highest level of education? High School, cosmetology school

**B. Employment Information:**

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

No

Yes

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

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
5/15/19	Cookie Cutters	Stylist	4 to 5 days per week	10:00 a.m. to 5 or 6:00 p.m.

2. Are you disabled? (  check one )

No

Yes

If yes, what is your level of disability?

What agency certified you disabled?

What is the nature of your disability?

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

Prior Employer: Stay at home mom Date of Hire:

Date of Termination:

Reason for Leaving:

## Monthly Personal Income Schedule

**A. Year-to-date Income.**

As of the pay period ending 10/2/2019 my gross year to date pay is \$4,489.90.

**B. Determine your Gross Monthly Income.**

Hourly Wage

\$10.00	X	23	=	\$230.00	X	52	÷	\$11,960.00	=	\$996.67
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Gross Monthly Income

Annual Salary

	÷	12 Months	=	Gross Monthly
Annual Income				

**C. Other Sources of Income.**

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income:			
Bonuses:			
Car, Housing, or Other allowance:			
Commissions or Tips:	Monthly	\$445.76	\$445.76
Net Rental Income:			
Overtime Pay:			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support:			
Child Support:			
Workman's Compensation:			
Other:			
<b>Total Average Other Income Received</b>			<b>\$445.76</b>
<b>Total Average Gross Monthly Income (add totals from B and C above)</b>			<b>\$1,442.43</b>

**D. Monthly Deductions**

	<b>Type of Deduction</b>	<b>Amount</b>
1.	Court Ordered Child Support (automatically deducted from paycheck)	
2.	Federal Health Savings Plan	
3.	Federal Income Tax	
4.	Health Insurance	Amount for you:
		For Opposing Party:
		For your Child(ren):
5.	Life, Disability, or Other Insurance Premiums	
6.	Medicare	\$17.75
7.	Retirement, Pension, IRA, or 401(k)	
8.	Savings	
9.	Social Security	\$75.88
10.	Union Dues	
11.	Other: (Type of Deduction)	
<b>Total Monthly Deductions (Lines 1-11)</b>		<b>\$93.63</b>

**Business/Self-Employment Income & Expense Schedule**

A. Business Income:

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

\_\_\_\_\_

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

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

## Personal Expense Schedule (Monthly)

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

Expense	Monthly Amount I Pay	For me <input type="checkbox"/>	Other Party <input type="checkbox"/>	For Both <input type="checkbox"/>
Alimony/Spousal Support				
Auto Insurance*	\$88.00			
Car Loan/Lease Payment				
Cell Phone	\$80.00			
Child Support (not deducted from pay)				
Clothing, Shoes, Etc...	\$100.00			
Credit Card Payments (minimum due)	\$25.00			
Dry Cleaning	\$30.00			
Electric**	\$80.00			
Food (groceries & restaurants)	\$500.00			
Fuel	\$200.00			
Gas (for home)**	\$50.00			
Health Insurance (not deducted from pay check)				
HOA				
Home Insurance (if not included in mortgage)				
Home Phone				
Internet/Cable	\$30.00			
Lawn Care				
Membership Fees				
Mortgage/Rent/Lease	\$1,153.91			
Pest Control	\$50.00			
Pets	\$100.00			
Pool Service				
Property Taxes (if not included in mortgage)				
Security	\$12.00			
Sewer				
Student Loans				
Unreimbursed Medical Expense				
Water**	\$40.00			
Other: Work supplies (combs, clippers, etc.)	\$30.00			
<b>Total Monthly Expenses</b>	<b>\$2,568.91</b>			

\*My mother is currently paying but I will be responsible for it soon

\*\* I have not yet received utility bills for my new home, so these amounts are estimated

### Household Information

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

	Child's Name	Child's DOB	With whom is this child living?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1st	Michael Solinger	6/16/2015	Both	Yes	No
2nd	Marie Solinger	8/28/2017	Both	Yes	No
3rd					
4th					

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

Type of Expense	1st Child	2nd Child	3rd Child	4th Child
Cellular Phone				
Child Care				
Clothing	\$50.00	\$50.00		
Education				
Entertainment	\$30.00	\$30.00		
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses				
Vehicle				
Other:				
Total Monthly Expenses	\$80.00	\$80.00	\$0.00	\$0.00

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

Name	Age	Person's Relationship to You (i.e., sister, friend, cousin, etc...)	Monthly Contribution
Josh Lloyd	28	Significant Other	Shares payment of utilities

### Personal Asset and Debt Chart

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

Line	Description of Asset and Debt Thereon	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account: You, Your Spouse/Domestic Partner or Both
1.	Charles Schwab #8846	\$7.80	-	\$0.00	=	\$7.80	Chalese Solinger
2.	America First #024-1 checking	\$724.00	-	\$0.00	=	\$724.00	Chalese Solinger
3.	America First #024-1 savings	\$6,886.00	-	\$0.00	=	\$6,886.00	Chalese Solinger
4	Bank of America #9724	Unknown	-	Unknown	=	Unknown	Adam Solinger
4	Remaining home sale proceeds	Unknown	-	\$0.00	=	Unknown	Both
5	4657 Curdsen Way	\$235,000.00	-	\$223,250.00	=	\$11,750.00	Chalese Solinger
6	2017 Moto Guzzi Café Racer	\$10,000.00	-	\$0.00	=	\$10,000.00	Adam Solinger
7	Forest River Travel Trailer	\$1,200.00	-	\$0.00	=	\$1,200.00	Both
8	Art collection	Unknown	-	\$0.00	=	Unknown	Both
9	Firearms	Unknown	-	\$0.00	=	Unknown	Both
10	Roth 401(k)	\$21,229.00	-	\$0.00	=	\$21,229.00	Adam Solinger
11			-		=	\$0.00	
12			-		=	\$0.00	
13			-		=	\$0.00	
14			-		=	\$0.00	
15			-		=	\$0.00	
16			-		=	\$0.00	
17			-		=	\$0.00	
18			-		=	\$0.00	
	<b>Total Value of Assets (add lines 1-15)</b>	<b>\$275,046.80</b>	<b>-</b>	<b>\$223,250.00</b>	<b>=</b>	<b>\$51,796.80</b>	

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

Line	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Bank of America card #0505	Unknown	Adam Solinger
2.	CapitalOne card # 8403	\$0.00	Chalese Solinger
3.	CapitalOne card	\$0.00	Chalese Solinger & Josh Lloyd
4	Citibank card	\$0.00	Chalese Solinger & Josh Lloyd
5			
	<b>Total Unsecured Debt (add lines 1-6)</b>	<b>\$0.00</b>	

Certification

**Attorney Information:** Complete the following sentence:

1. I HAVE retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$15,000.00 on my behalf.
3. I have a credit with my attorney in the amount of \$0.00.
4. I currently owe my attorney a total of \$27,885.75.
5. I owe my prior attorney a total of \$0.00.

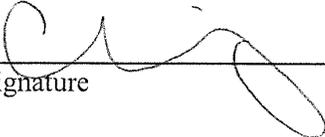
**IMPORTANT:** Read the following paragraphs carefully and initial each one.

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

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

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

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

  
Signature

10/9/19  
Date

**CERTIFICATE OF SERVICE**

I hereby declare under the penalty of perjury of the State of Nevada that the following is true and correct:

That on October 9, 2019, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

Via 1st Class U.S. Mail, postage fully prepaid addressed as follows:

Via Electronic Service, in accordance with the Master Service List, pursuant to NEFCR 9, to:

Vincent Mayo, Esq.

Via Facsimile and/or Email Pursuant to the Consent of Service by Electronic Means on file herein to:

Executed on the 9<sup>th</sup> day of October, 2019.

  
\_\_\_\_\_  
**Angela Romero,**  
An Employee of Pecos Law Group

# Done Paystub\_DD1366\_from\_Haircu...

Haircuts for Kids LLC  
7345 S. Durango, #110  
Las Vegas NV 89113

Chalse Solinger  
8500 Highland View Ave  
Las Vegas, NV 89145

Direct Deposit

Employee Pay Stub      Check number: DD1366      Pay Period: 09/16/2019 - 09/29/2019      Pay Date: 10/02/2019

Employee	Status (Fed/State)	Allowances/Extra
Chalse Solinger, 8500 Highland View Ave, Las Vegas, NV 89145	Single(none)	Fed-9D/NV-00

Earnings and Hours	Qty	Rate	Current	YTD Amount	Direct Deposit	Amount
Hourly SR	46.29	10.00	464.83	3,732.99	Checking - *****0241	564.62
Reported Cash Tips			146.55	756.01		
	46.29		611.38	4,489.00		
Taxes			Current	YTD Amount	Direct Deposit	
Medicare Employee Addl Tax			0.00	0.00		
Federal Withholding			0.00	0.00		
Social Security Employee			-37.90	-276.37		
Medicare Employee			-4.86	-45.10		
			-42.76	-343.47		
<b>Net Pay</b>			<b>564.62</b>	<b>4,145.43</b>		

**Memo**  
Direct Deposit  
**Company Message**  
Because of Columbus Day bank holiday, next payday will be October 17th.



# Done Paystub\_DD1360\_from\_Haircu...

Haircuts for Kids LLC  
7345 S. Durango, #110  
Las Vegas NV 89113

Chalse Solinger  
8500 Highland View Ave  
Las Vegas, NV 89145

Direct Deposit

Employee Pay Stub      Check number: DD1360      Pay Period: 09/02/2019 - 09/15/2019      Pay Date: 09/15/2019

Employee	Status (Fed/State)	Allowances/Extra
Chalse Solinger, 8500 Highland View Ave, Las Vegas, NV 89145	Single/(none)	Fed-90/NV-00

Earnings and Hours	Qty	Rate	Current	YTD Amount	Direct Deposit	Amount
Hourly SR	39.21	10.00	393.50	3,268.16	Checking - *****0241	404.02
Reported Cash Tips			44.00	610.39		
	39.21		437.50	3,878.52		

Taxes	Current	YTD Amount	Direct Deposit
Medicare Employee Add'l Tax	0.00	0.00	
Federal Withholding	0.00	0.00	
Social Security Employee	-27.13	-240.47	
Medicare Employee	-6.35	-56.24	
	-33.48	-296.71	

<b>Net Pay</b>	<b>464.02</b>	<b>3,581.81</b>	
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# Done Paystub\_DD1354\_from\_Haircu...

Haircuts for Kids LLC  
7345 S. Durango, #110  
Las Vegas NV 89113

Chalese Solinger  
8500 Highland View Ave  
Las Vegas, NV 89145

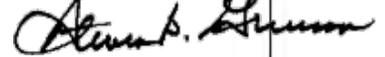
Direct Deposit

Employee Pay Stub      Check number: DD1354      Pay Period: 08/19/2019 - 09/01/2019      Pay Date: 09/05/2019

Employee	Status (Fed/State)	Allowance/Extra
Chalese Solinger, 8500 Highland View Ave, Las Vegas, NV 89145	Single/(none)	Fed:90/NV:00

Earnings and Hours	Qty	Rate	Current	YTD Amount	Direct Deposit	Amount
Hourly SR	52.47	10.00	527.83	2,874.66	Checking - *****0241	596.48
Reported Cash Tips			118.05	956.36		
	52.47		645.88	3,441.02	Memo	
Taxes			Current	YTD Amount	Direct Deposit	
Medicare Employee Addl Tax			0.00	0.00		
Federal Withholding			0.00	0.00		
Social Security Employee			-40.04	-213.34		
Medicare Employee			-9.36	-49.89		
			-49.40	-263.23		
<b>Net Pay</b>			<b>596.48</b>	<b>3,177.79</b>		





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

6 Eighth Judicial District Court  
7 Family Division  
Clark County, Nevada

8 ADAM MICHAEL SOLINGER, ) Case No.: D-19-582245-D  
9 Plaintiff, ) Department: I  
vs. )  
10 CHALESE MARIE SOLINGER, ) Date of Hearing: Nov. 19, 2019  
11 Defendant. ) Time of Hearing: 9:30 a.m.  
12

13 **OPPOSITION TO DEFENDANT'S MOTION FOR TEMPORARY**  
14 **SPOUSAL SUPPORT AND PRELIMINARY ATTORNEY'S FEES**  
15 **AND COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS**

16 **NOW INTO COURT** comes Plaintiff, ADAM MICHAEL  
17 SOLINGER, by and through his attorney of record, Vincent Mayo, Esq.,  
18 of The Abrams & Mayo Law Firm, and hereby submits his *Opposition*  
19 *and Countermotion*.

20 This *Opposition and Countermotion* is made and based upon the  
21 attached Points and Authorities, the Affidavit of Plaintiff attached  
hereto, the Appendix of Exhibits in support, all papers and pleadings on

1 file herein, and any oral argument adduced at the hearing of this matter.

2 Dated Wednesday, October 23, 2019.

3 Respectfully Submitted,

4 THE ABRAMS & MAYO LAW FIRM

5 /s/ Vincent Mayo, Esq.

6 Vincent Mayo, Esq.

7 Nevada State Bar Number: 8564

8 6252 South Rainbow Blvd., Suite 100

9 Las Vegas, Nevada 89118

10 Attorney for Plaintiff

11

## 12 MEMORANDUM OF POINTS AND AUTHORITIES

13

### 14 I. INTRODUCTION

15

16 This case should be settled by now. It is Chalese and her inability  
17 to face reality that is driving up cost and unnecessarily dragging the  
18 matter on. The evidence on this is clear based on the major outstanding  
19 issues:

20

21 (1) Custody: Chalese has a history of poor judgment and neglect  
when it comes to the care of the minor children. This issue, in  
combination with her refusal to abide by Court orders, makes her unfit  
to share joint custody. The examples of this are numerous: Chalese  
getting high on marijuana while caring for the parties' 4-year-old and a  
2-year-old; Chalese neglecting the minor children's health, resulting in  
little Marie being without her two front teeth for the next six to seven

22

1 years; Chalese driving the minor children while under medications that  
2 barred her from driving; Chalese having Josh drive the minor children  
3 when the Court forbade it due to Josh's horrific driving record; Chalese  
4 taking the minor children quadding in the desert while they were both  
5 sick with had fevers; Chalese taking the minor children without  
6 permission while it was still Adam's custodial time; Chalese deceitfully  
7 telling the children she has fun plans for them just prior to Adam picking  
8 them up for his time, causing the young children to be disappointed as if  
9 Adam ruined the plans; Chalese hindering co-parenting by cursing and  
10 insulting Adam in communications in violation of the Behavioral Order  
11 (referring to Adam as "mentally fucked", "a shitty person"; "a vile human  
12 being"; an "attention seeking snob" to list a few); Chalese having Josh  
13 and his family place bad reviews on his employer's website and  
14 contacting Adam's employer and demanding he be fired, again in  
15 violation of the Behavioral Order; little Michael telling Adam that  
16 Chalese makes such statements as "mommy says daddy is mean to  
17 mommy" and "mommy says daddy won't let me go to my old school"  
18 (which Chalese wanted); Chalese and Josh trying to blackmail Adam by  
19 threatening to release alleged child pornography allegations if Adam did  
20 not stop requiring her to submit to drug testing; and Chalese threatening  
21 to have Josh assault Adam.

1           It was this unacceptable poor judgment and repeated violations of  
2 its orders that this Court found threatening the safety of the minor  
3 children that resulted in this Court awarding Adam temporary primary  
4 custody at the June 17, 2019 hearing and strongly admonishing Chalese.

5           Despite this Court's admonishment, Chalese continues to make  
6 reckless choices regarding the children, failing to co-parent with Adam  
7 and blatantly violating Court orders. Since then, Adam's PI has observed  
8 Chalese going 100 miles per hour on the highway and using her phone  
9 while the children were in the vehicle. Chalese also refused to drug test  
10 within the four hours required and during a subsequent test request, was  
11 Chalese was caught buying a detox kit prior to her going in for her most  
12 recent random testing. Chalese reluctantly admitted at her deposition to  
13 doing so but unconvincingly claimed that "she did not use it." Chalese  
14 was also caught going back to the smoke shop to buy additional items.  
15 Chalese claimed she went back because she left her license there but  
16 subpoenaed records also show this is a lie. Chalese and Josh, upon  
17 believing after the last court hearing that Carmen Disaio-Watson, Josh  
18 Lloyd's ex-girlfriend, would testify at trial, harassed Disaio-Watson via  
19 numerous texts and phone calls, essentially threatening her not to  
20 testify. Worse, Chalese lying to Adam as to why she unilaterally removed  
21 little Michael from speech therapy, thereby hindering the child's vocal

1 and social development.

2 (2) Adam's Separate Interest in the Former Marital Residence: has  
3 an \$85,000 separate property interest in the prior Highland Avenue  
4 marital residence. This interest is corroborated by gift of equity  
5 declaration by Adam's father specifically to Adam at the time the  
6 Highland Avenue residence was purchased. Further, the Closing  
7 Disclosure from the title company evidences the \$85,000 "gift of equity"  
8 on it. Chalese does not deny this but she will not agree that the issue is  
9 resolved; and

10 (3) Alimony: This is a short, six-year marriage with Chalese being  
11 just 29-year-old. Chalese has "remarried" (as she calls it) since Adam  
12 filed for divorce, holding herself and Josh out as husband and wife,  
13 living and owning their new residence jointly between the two of them,  
14 having joint financial accounts and dividing up monthly expenses. None  
15 of this is in dispute and despite these facts, Chalese wants long-term  
16 alimony from Adam and an absurd temporary support order in the  
17 amount of \$2,500.

18 Instead of conceding the above and settling, Chalese is doubling  
19 down through her new counsel. This Court has already adjudicated the  
20 matter of temporary support, most recently by suspending it pending  
21 trial. However, Chalese does not care, deciding instead to "take another

1 shot” and see what happens. Chalese hopes that by reinstating support,  
2 she can justify taking the issue of support to trial. Chalese is trying to do  
3 so based on lies and half-truths and her conduct is not in good faith.  
4 Such a belief and approach further display Chalese’s poor judgment and  
5 reckless behavior.

6 **I. OPPOSITION & COUNTERMOTION**

7 **A. Adam’s True Financial Situation**

8 Adam’s gross monthly income is \$10,000 per month. While  
9 Chalese tries to lump in the \$3,000 yearly bonus Adam can receive, he  
10 would not receive same until the end of the year/beginning of next year.  
11 In addition, Adam testified during his deposition that all bonuses are  
12 discretionary and based upon what Adam perceives to be avarice and  
13 whimsey by his employer. Temporary spousal support is about current  
14 support and monies available for said support. As a result, monies Adam  
15 may receive in the future cannot be attributed to the present. It is worth  
16 noting that with Adam having to take off so much time for this divorce,  
17 any bonus for this year from his employer is in doubt.

18 Temporary spousal support must also be based on net income.  
19 From his \$10,000, Adam pays \$2,527.48 in taxes and deductions;  
20 \$3,859 in reasonable monthly expenses; and another \$2,641 in monthly

21

1 expenses for the minor children. This leaves Adam little net monthly  
2 income.

3 Chalese tries to get around this fact by attempting to impute  
4 income to Adam from his father. It is true that Adam received gifts of  
5 money from his father in the past. However, these were wholly  
6 discretionary on his father's part. In fact, Adam's father last made such a  
7 gift in May 2019. This was due to the fact Adam's father having no  
8 interest in giving Adam money which would be used to support Chalese  
9 (whom refused to work) and her new "husband" Josh Lloyd, who was  
10 living rent free with Chalese in the marital residence. Adam's attached  
11 BOA bank statements evidence this.<sup>1</sup>

12 In addition, Chalese's deposition sheds light on the length of  
13 Chalese's relationship. Chalese testified that she started her relationship  
14 with Josh in January 2019 after reconnecting with him after they lost  
15 touch following high school. This completely undercuts her prior  
16 arguments at hearings where she's claimed Josh, as of March 2019, "was  
17 just a friend" who wasn't living in the house.

18 In support of her artificial attempt to bolster her argument  
19 regarding gifts being income, Chalese cites to a number of cases – none

20 <sup>1</sup> See Adam's BOA statements for account ending in 9724, attached as **Exhibit 1**.  
21 Also, any gifts Adam made to Jessica on occasion were purchased through monies he  
received from his father but as stated, he has not received any cash from his father  
since May 2019.

1 of which are applicable or convincing. Chalese's cases are all from other  
2 jurisdictions, meaning they are not binding. They all consist of  
3 determining income for child support purposes. As the Court knows, the  
4 analysis of child support is different than that of temporary spousal  
5 support. Chalese's legal argument is therefore not relevant in this matter  
6 as Adam has primary physical custody of the minor children. Also, there  
7 is just as strong law in other jurisdictions stating gifts do not constitute  
8 income. *Styka v. Styka*, 126 N.M. 515, 972 P.2d 16 (Ct. App. N.M. 1998);  
9 *In re Fulton*, 154 N.H. 264, 910 A.2d 1180 (2006); *Nass v. Seaton*, 1995  
10 Alas. Lexis 124, 904 P.2d 412 (1995); *Laky v. Laky*, 2014 Pa. Dist. &  
11 Cnty. Dec. Lexis 81 (2014); IRC Sec. 102(a)(gifts and inheritances are  
12 excluded from the definition of taxable income). More importantly, ***the***  
13 ***child support guidelines soon to be implemented in Nevada***  
14 ***specifically exclude gifts from the definition of gross income.***<sup>2</sup>

15 The same irrelevancy applies to Chalese's ridiculous allegation  
16 regarding the residence Adam resides in. The home is owned by Adam's  
17 father and he pays his father rent of \$1,500 per month. Chalese does not  
18 dispute the reasonableness of this payment, just that she believes  
19 Adam's father could rent the home out for more and that difference in  
20 value should be imputed to Adam. First, Chalese provides no proof in

21 <sup>2</sup><https://dwss.nv.gov/uploadedFiles/dwssnvgov/content/Home/Features/August%2020%202019%20Hearing%20for%20Adoption%20of%20Regulations.pdf>.

1 support of her tenuous claim. Second, even if Adam's father could rent  
2 the home for more money, that possibility would not put more money  
3 into Adam's pocket. It is telling that Chalese has to resort to such hodge-  
4 podge arguments to try and create a support claim.

5 It cannot be forgotten that the focus of temporary spousal support  
6 is on Chalese's need, not Adam's income. NRS 125.040(1)(a) is the  
7 temporary support statute and it states that spousal support is intended  
8 "[t]o provide temporary maintenance for the other party." Hence, if  
9 Chalese has no need, Adam's income is not relevant.

10 **B. Chalese's True Financial Situation**

11 The Court will note that Chalese focuses almost entirely on Adam's  
12 finances and ignores scrutinizing her own. This is because she knows  
13 doing so exposes the fact Chalese does not have a need. Chalese reports  
14 her gross monthly income as being \$1,442.43 from salary and reported  
15 tips. However, this is based on Chalese choosing to work part-time.  
16 During her deposition, Chalese admitted she can work more but chooses  
17 not to. Specifically, Chalese states in her October 9, 2019 FDF that she  
18 works 23 hours per week (essentially half the time) and stated in her  
19 deposition that she cannot work more hours. She then changed her  
20 testimony and said she could work more but her "schedule was not set  
21 up for more hours." When pressed further, Chalese finally admitted she

1 could in fact change her schedule and work 40+ hours per week but  
2 simply does not. Imputing double her present income would increase  
3 Chalese's monthly compensation to \$2,884.86. It is of note that Chalese  
4 could work as a cosmetologist elsewhere with her own station and be  
5 commissioned, making more money by doing so, but chooses to be  
6 salaries.

7 Chalese also underreports her tips. Chalese lists them on her FDF  
8 as \$445.76 on average every month but these are not inclusive of all tips  
9 received. Chalese testified during her deposition that receives tips two  
10 ways: One through tips placed on credit cards, which get reported on her  
11 paychecks (and which she reports on her FDF), and the second through  
12 cash, ***which she pockets and does not report on her FDF.*** As the  
13 amount of tips she receives via credit card and cash is about equal, this  
14 makes her cash tips about \$445.76, which when doubled gives Chalese  
15 an additional \$891.52. This would bring Chalese's total gross monthly  
16 income to \$3,776.38. After taxes based on her tax rate, Chalese would  
17 have net income of at least \$3,200 per month.

18 Further, Chalese's request for support does not take into  
19 consideration contributions from Josh Lloyd, her new husband, for half  
20 of her monthly household expenses. The Court will recall that in her May  
21 28, 2019, Chalese claimed the marriage ceremony she entered into with

1 Josh was merely “a joke” in an attempt to troll Adam. While the Court  
2 stated on the record such behavior showed poor judgement on Chalese’s  
3 part, Chalese was lying about the ceremony being a joke. Chalese stated  
4 during her deposition that she and Josh are very close and are in a long-  
5 term relationship. Chalese further admitted in her deposition that she  
6 and Josh entered into a wedding ceremony at the Neon Chapel  
7 downtown and that the ceremony was an expression of their feelings for  
8 each other. Chalese stated she and Josh bought rings just before they  
9 entered into their ceremony. Chalese went on to confirm they told a  
10 number of family members and friends about the ceremony, with people  
11 congratulating them on social media, and that Chalese and Josh refer to  
12 her as “Chalese Anderson Lloyd” on social media. Chalese even  
13 confirmed Josh referred to Chalese to as his “wife” on a post.

14 That is not the extent of their relationship though. Title to the  
15 Curdsen Way property Chalese recently bought is actually in her name  
16 **and Josh’s name**.<sup>3</sup> This is important because Chalese falsely testified  
17 during her deposition that it was just Josh’s Dad and her on the  
18 mortgage, not Josh. Chalese and Josh also have two joint credit cards  
19 together, per her FDF: a Capital One card and a Citibank card.

20 ///

21 <sup>3</sup> See the Grant, Bargain, Sale Deed, dated August 29, 2019, attached as **Exhibit 2**.

1 Josh is not just a roommate. He is, for all intent and purposes,  
 2 Chalese's new husband, with the parties holding each other out as  
 3 husband and wife to the world. It is therefore proper for Josh to be  
 4 imputed half the cost of the mortgage, utilities, groceries and other  
 5 expenses related to the household. This would be as follows:

6 <b>Monthly Expenses</b>	<b>Amount</b>	<b>Josh's One-half</b>
7 Mortgage	\$1,153.91	\$576
8 Electricity	\$80	\$40
9 Food	\$500	\$250
10 Gas (for home)	\$50	\$25
11 Internet/Cable	\$30	\$15
12 Pest Control	\$50	\$25
13 Security	\$12	\$6
14 Water	\$30	\$15
15 <b>Total</b>	<b>\$1,905</b>	<b>\$952</b>

16  
 17 Josh's contributions therefore reduce Chalese's monthly expenses  
 18 (combined from page 4 and 5 of her FDF) from \$2,728 to \$1,776.00.  
 19 Chalese also lists \$30 per month in work supplies – costs which are a  
 20 business expense and should be backed out – as well as the \$88 in auto  
 21 insurance Chalese states in her motion her mother continues to pay.

1 This further reduces Chalese's monthly expenses down to \$1,658.

2 Therefore, as Chalese's net income is at least \$3,200 per month  
3 and her monthly expenses are \$1,658, Chalese has excess net income  
4 every month of \$1,542. Under NRS 125.040, Chalese does not need  
5 temporary maintenance from Adam.

6 **C. Adam's Entitlement to Child Support**

7 Chalese forgets that under NRS 125B.070, Adam is entitled to  
8 child support from her. Based on gainful employment and inclusion of  
9 all tips, Chalese's current gross monthly income is \$2,567. Chalese  
10 would, as a result, have a child support obligation to Adam of \$641 per  
11 month. It should also be taken into consideration that Adam is the one  
12 paying for the children's unreimbursed / out-of-pocket medical expenses  
13 as Chalese complains to Adam she does not have the money. In reality,  
14 Chalese does, she would rather spend it on her and Josh's alcohol and  
15 chronic marijuana use.

16 **D. Adam has Not Committed Marital Waste**

17 Chalese knows she is the one who has been in the wrong this entire  
18 case. Hoping to deflect attention from herself, she now makes the claim  
19 that Adam has wasted community funds. Adam has not as any monies  
20 he has spent on Ms. Sellers came from monies gifted from his father. In  
21 fact, Adam guided Mr. Shapiro through his bank account statements

1 during his deposition. Adam was able to show that any gift or money  
2 made to Jessica was paid from monies he received from his father as  
3 there was always separate gift monies on hand in excess of community  
4 funds sufficient to cover said gifts. Based on such a tracing analysis  
5 under *Malmquist v. Malmquist*, 792 P.2d 372 (1990), Chalese cannot  
6 show community funds went towards separate gifts.

7 Further, Chalese is disingenuous in regard to the monies actually  
8 spent on Ms. Sellers. Chalese attempts to use a spreadsheet to illustrate  
9 this claim but ***the spreadsheet is a blatant and massive***  
10 ***misrepresentation of facts***. Specifically, the spreadsheet starts in  
11 December 2017 when Adam did not even start seeing Ms. Sellers until  
12 late 2018 after the parties separated. Second, the account was a joint  
13 account from which both parties spent monies (with most of the  
14 expenditures being Chalese's).

15 Chalese is of course silent on her gifts to Josh Lloyd. Chalese has  
16 admitted she spends money on Josh, as her bank statements would  
17 corroborate. However, Chalese refuses to respond to Adam's discovery  
18 requesting the statements in an effort in an obvious attempt to keep the  
19 information from Adam.

20 ///

21 ///

1           **E. Chalese is Not Entitled to Attorney's Fees**

2           Adam's monthly income is consumed by his taxes and monthly  
3 expenses. These expenses include those for the minor children as well as  
4 Adam's own. Therefore, Adam has had to rely on help from his father to  
5 help pay his attorney's fees and Adam's position as an attorney has not  
6 made this process any less expensive for him. Adam is a criminal  
7 attorney and has to rely on his attorney for the work performed in his  
8 case – just like Chalese.

9           Adam cannot pay for his fees from his one income, which is why  
10 his father has been helping them. Chalese has been doing the same  
11 though, as she admits in her motion that her mother has been giving her  
12 money for her fees. The Court in fact addressed the issue of fees at the  
13 June 17, 2019, hearing. Chalese's prior counsel complained that Adam's  
14 father paid for his fees and to hire a private investigator. This Court  
15 stated that if either party's parents wanted to assist them with litigation  
16 cost, it had no issue with them doing so.

17           However, Chalese's mother is not loaning Chalese any money –  
18 she is gifting her the funds. This is clear from the fact does not include  
19 any alleged "loan" in her recent FDF filed concurrently with her motion.<sup>4</sup>  
20 Chalese has also not disclosed any promissory note or other evidence of

21 <sup>4</sup> Chalese also leaves her jewelry out of the FDF.

1 indebtedness via a loan.

2       As for Adam's PI paid for by his father, the Court has stated that  
3 Chalese could not complain about the monies spent by Adam's father on  
4 a PI as it was his father's money to spend and the PI was uncovering  
5 information regarding Chalese that concerned the court and that Adam's  
6 investment in a PI appears to have borne fruit.

7       As for Chalese's attorney's fees, when will she be held responsible  
8 for how she incurs fees? Chalese racks up fees as if money was not an  
9 issue and she is reckless in how she incurs same. She paid \$2,500 to  
10 Katherine Provost, her first attorney, only to fire her and hire Lou  
11 Schneider. She paid Mr. Schneider \$10,000 and owes him another  
12 \$10,875 – with Chalese claiming that \$20,875 was wasted on Mr.  
13 Schneider. Now, she has paid Mr. Shapiro \$15,000 and owes him  
14 another \$27,885.75 for two-months' worth of work! These numbers total  
15 \$66,260 in fees. This amount does not include the thousands Chalese  
16 has wasted on an IT expert to image Adam's computer for alleged child  
17 porn that everyone knows does not exist.

18       Chalese has to learn that she cannot spend as much money on  
19 litigation in such a reckless manner and just demand Adam pay. Chalese  
20 should have discussed a litigation budget with her counsel in order to  
21 keep cost down instead of spending as if money were no object. Chalese

1 Evidently, this practical and necessary approach was lost on Chalese. If  
2 Chalese had planned better, she would continue to have funds for  
3 counsel and it is not Adam's fault she has been so careless. Hence, this  
4 scenario is not a *Sergeant* matter – it is a failure to spend the sufficient  
5 funds she has responsibly.

6       Worse, Chalese now claims she needs an additional amount of  
7 \$30,000 for trial. It's as if Chalese has ruled out the possibility of  
8 settlement and just wants money to fight. Certainly, an award of such  
9 fees would do nothing but commit Chalese to litigate at all costs instead  
10 of focusing on settling as much as possible. For example, Chalese does  
11 not dispute (1) Adam's father gave him a \$85,000 gift of equity when the  
12 former marital residence was bought; (2) after deduction of some minor  
13 reimbursements, the remaining proceeds from the sale of the marital  
14 residence should be equally divided; (3) Adam's 401k account should be  
15 equally divided; and (4) the value in other marital assets should be  
16 equalized. Has Chalese agreed to this? No. A person like Chalese who  
17 refuses to talk settlement should not be provided funds to obstinate and  
18 unyielding. Regardless, the Court had good reason not to prospectively  
19 make an award of fees earlier in the case and it should not do so now,  
20 especially since there are no community funds with which to pay such  
21 fees.

1 In fact, Chalese's present motion for spousal support is another  
2 example of her careless spending of money. The Court suspended the  
3 family support and what does Chalese do? – She immediately responds  
4 by demanding support be reinstated. Providing Chalese fees will only  
5 invigorate her to spend even more on such wasteful requests.

6 It must be remembered that Adam has done the vast majority of  
7 the work in the case, having to conduct extensive discovery, producing  
8 hundreds of pages of financial disclosures and documentation related to  
9 the minor children, prepare and file detailed motions and oppositions  
10 addressing the numerous and continuous lies and half-truths  
11 perpetrated by Chalese onto this Court, and most importantly, protect  
12 the best interests of the children from Chalese's horrible judgment and  
13 neglect.

14 In fact, Chalese continues to refuse to provide responses to Adam's  
15 discovery – despite the fact her responses are two months overdue. This  
16 has resulted in Adam having to seek a motion to compel, forcing him to  
17 needlessly incur thousands of dollars more to force Chalese to do what  
18 she is already required to under the law.

19 **F. Adam Should be Awarded Attorney's Fees**

20 Adam has prioritized this case and done everything asked of him,  
21 despite the lies and harassment from Chalese, Josh and his family. Adam

1 has been forced to protect the children from Chalese's reckless decisions  
2 and currently has primary custody. If anyone is causing attorney's fees to  
3 be incurred unnecessarily, it's Chalese. This matter could have been  
4 resolved amicably between the parties, but Chalese decided that making  
5 multiple misrepresentations in a Court filing, not following Court  
6 Orders, placing the children in danger, hiring three separate attorneys',  
7 not participating in discovery, and enlisting others to harass Adam's  
8 place of employment was a better course of action. She should not be  
9 rewarded with attorney's fees for her bad faith litigation, her shameless  
10 lies and her inability to take reasonable positions and prioritize what is  
11 important in this case.

12 Adam should therefore not be out of pocket in this matter. In  
13 addition to the cases where an allowance of fees is authorized by specific  
14 statute, the Court may make an allowance of attorney's fees to a  
15 prevailing party under NRS 18.010, and EDCR 7.60. As part of this  
16 request, the parties must identify the legal basis for the award, and the  
17 District Court must evaluate the *Brunzell Factors*<sup>5</sup> for the attorney and  
18 their support staff:<sup>6</sup>

19  
20 <sup>5</sup> *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

21 <sup>6</sup> *Las Vegas Metropolitan Police Department v. Yeghiazarian*, 129 Nev. \_\_\_\_, 312 P.3d 503 (2013).

1           1.    *The Qualities of the Advocate:* his ability, his training,  
2 education, experience, professional standing and skill.

3                   a.    Attorney Vincent Mayo

4           Attorney Vincent Mayo has been practicing family law in Nevada  
5 almost exclusively for over eight years. He is a Nevada Board Certified  
6 Family Law Specialist, a National Board of Family Law Trial Advocacy  
7 Specialist, a member in good standing of the State Bar of Nevada, State  
8 Bar of Nevada Family Law Section, American Bar Association, Nevada  
9 Justice Association and Clark County Bar Association. Attorney Mayo is  
10 admitted to practice before the United States District Court for the  
11 District of Nevada.

12           Attorney Mayo started his legal career in Nevada working in the  
13 Clark County Family Courts system. He worked directly for former  
14 Clark County Family Court Judge Gloria O'Malley (F.K.A. Sanchez) as a  
15 Law Clerk, from September 2002 to March 2004. Before joining The  
16 Abrams & Mayo Law Firm, he practiced for four years, primarily in  
17 Family Law, with Bruce I. Shapiro, Esq. Attorney Mayo joined The  
18 Abrams & Mayo Law Firm in March 2008 and has been practicing  
19 exclusively in Family Law ever since. Attorney Mayo was a co-editor of  
20 the Nevada Family Law Practice Manual and is a published attorney in  
21 regard to family law matters with numerous credits to his name. He also

1 successfully completed the American Bar Association's Family Law Trial  
2 Advocacy Institute program.

3 b. Certified Paralegal Stephanie Stolz

4 Stephanie Stolz is the current Firm Administrator / Lead Certified  
5 Paralegal and began her legal career at The Abrams Law Firm eleven  
6 years ago. She started at the receptionist position in May 2004. While  
7 working full-time for the firm, she simultaneously completed the  
8 Paralegal Studies Program with special emphasis in Nevada Practices  
9 and Procedures, Contract Law, and Family Law from the University of  
10 Nevada Las Vegas. In 2005 she was promoted to a Certified Paralegal  
11 position. In 2006 she achieved the role of Lead Certified Paralegal.  
12 Stephanie was promoted to the role of Firm Administrator in 2010. In  
13 addition to her Lead Certified Paralegal duties, she is responsible for  
14 numerous areas of the firm's business operations including accounting  
15 and vendor relationships. In 2017, Mrs. Stolz obtained the prestigious  
16 Certified Paralegal (CP) designation from the National Association of  
17 Legal Assistants (NALA).

18 c. Advanced Certified Paralegal David Schoen

19 Advanced Certified Paralegal David Schoen received his paralegal  
20 certificate from the United States Army's Judge Advocate General's  
21 Corps Legal Center in 2009 as an Honor Graduate, before serving four

1 years as a Paralegal Non-Commissioned Officer with the decorated  
2 XVIII Airborne Corps. Mr. Schoen gained extensive experience in  
3 multiple legal disciplines, from capital litigation to military family law,  
4 and supported challenging and intensive campaigns, including  
5 Operation Unified Response – Haiti, and Operation New Dawn – Iraq,  
6 where he received numerous awards and commendations for his service  
7 and the quality of work in the legal field. In 2016, Mr. Schoen obtained  
8 the prestigious Certified Paralegal (CP) designation from the National  
9 Association of Legal Assistants (NALA). He has also earned his  
10 Advanced Certified Paralegal (ACP) designation in Family Law – Child  
11 Custody, Visitation, and Support. Mr. Schoen is responsible for  
12 maintaining the General and Detailed Financial Disclosure Forms, used  
13 state-wide by Family Court litigants and counsel. Recently, he prepared  
14 and instructed courses on the Financial Disclosure Forms during the  
15 Paralegal Tracks of the 2013 and 2015 Family Law Conferences.

16 d. Certified Paralegal Julie Schoen

17 Certified Paralegal Julie Schoen joined The Abrams & Mayo Law  
18 Firm in 2014. Prior to joining the Firm, Ms. Schoen was employed by the  
19 local office of a national medical malpractice litigation law firm in an  
20 executive level support capacity. In this role, she assisted in the defense  
21 of several Las Vegas-area hospitals and medical clinics from various

1 types of lawsuits. She completed the Certified Paralegal Studies  
2 Program at the University of Nevada Las Vegas in 2015 with special  
3 emphasis in Contract Law and Tort Law, and is also a certified legal  
4 transcriptionist. Ms. Schoen's volunteer work focuses on her dedication  
5 to our nation's armed forces, where she has served as an Army Family  
6 Readiness Group Leader. This role included being a liaison and advisor  
7 to families of service members who are deployed throughout the world.

8       2. *The Character of the Work to Be Done:* the difficulty, the  
9 intricacy, the importance, time and skill required, the responsibility  
10 imposed and the prominence and character of the parties where they  
11 affect the importance of the litigation. Attorney Mayo has diligently  
12 reviewed the applicable law, explored the relevant facts and has properly  
13 applied one to the other.

14       3. *The Work Actually Performed by the Lawyer:* the skill, time  
15 and attention given to the work. Work is still ongoing regarding these  
16 issues. Thus, redacted billing can be provided upon request.

17       4. *The Result:* whether the attorney was successful and what  
18 benefits were derived. It is anticipated that, given the facts of this case  
19 and the continued attempts by Chalese to delay this action while  
20 harassing Adam and lying to this Court, the outcome of this hearing will  
21 be favorable to Adam.

1 Each of these factors should be given consideration, and no one  
2 element should predominate or be given undue weight. *Miller v.*  
3 *Wilfong*, 121 Nev. 619, 119 P. 3d 727 (2005).

4 **IV. CONCLUSION**

5 Based on the foregoing, this Honorable Court should grant the  
6 relief requested in Adam's Countermotion in its entirety and deny  
7 Chalese's Motion.

8 Dated Wednesday, October 23, 2019.

9 Respectfully Submitted,

10 THE ABRAMS & MAYO LAW FIRM

11 /s/ Vincent Mayo, Esq.  
12 Vincent Mayo, Esq.  
13 Nevada State Bar Number: 8564  
14 6252 South Rainbow Blvd., Suite 100  
15 Las Vegas, Nevada 89118  
16 Attorney for Plaintiff

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**DECLARATION OF ADAM MICHAEL SOLINGER**

1. I, ADAM MICHAEL SOLINGER, declare under penalty of perjury that the below stated facts are true and correct to the best of my knowledge.

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

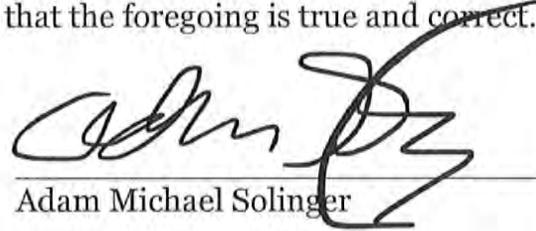
3. I make this affidavit in support of the foregoing *OPPOSITION TO DEFENDANT'S MOTION FOR TEMPORARY SPOUSAL SUPPORT AND PRELIMINARY ATTORNEY'S FEES AND COUNTERMOTION FOR TERMINATION OF CHILD SUPPORT; ATTORNEY'S FEES AND COSTS.*

4. I have read said *Opposition and Countermotion* and hereby certify that the facts set forth in the Points and Authorities attached thereto are true of my own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, I believe them to be true. I incorporate said facts into this Affidavit as though fully set forth herein.

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



Adam Michael Solinger

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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing *OPPOSITION TO DEFENDANT’S MOTION FOR TEMPORARY SPOUSAL SUPPORT AND PRELIMINARY ATTORNEY’S FEES AND COUNTERMOTION FOR ATTORNEY’S FEES AND COSTS* was filed electronically with the Eighth Judicial District Court in the above-entitled matter, on Wednesday, October 23, 2019. Electronic service of the foregoing document shall be made in accordance with the Master Service List, pursuant to NEFCR 9, as follows:

Bruce I. Shapiro, Esq.  
Attorney for Defendant

/s/ Julie Schoen  
An Employee of The Abrams & Mayo Law Firm

MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

ADAM MICHAEL SOLINGER  
Plaintiff/Petitioner

v.  
CHALESE MARIE SOLINGER  
Defendant/Respondent

Case No. D-19-582245-D

Dept. I

**MOTION/OPPOSITION  
FEE INFORMATION SHEET**

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

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

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

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

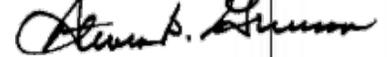
<input checked="" type="checkbox"/>	<b>\$0</b>	The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
	<input checked="" type="checkbox"/>	The Motion/Opposition is being filed in a case that was not initiated by joint petition.
	<input type="checkbox"/>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

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

The total filing fee for the motion/opposition I am filing with this form is:	
<input checked="" type="checkbox"/>	<b>\$0</b> <input type="checkbox"/> \$25 <input type="checkbox"/> \$57 <input type="checkbox"/> \$82 <input type="checkbox"/> \$129 <input type="checkbox"/> \$154

Party filing Motion/Opposition: Plaintiff/Petitioner Date 10/23/2019

Signature of Party or Preparer 



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

6 Eighth Judicial District Court  
7 Family Division  
Clark County, Nevada

8 ADAM MICHAEL SOLINGER, ) Case No.: D-19-582245-D  
9 Plaintiff, ) Department: I  
vs. )  
10 CHALESE MARIE SOLINGER, )  
11 Defendant. )

12 **APPENDIX OF EXHIBITS IN SUPPORT OF PLAINTIFF'S**  
13 **OPPOSITION TO DEFENDANT'S MOTION FOR TEMPORARY**  
14 **SPOUSAL SUPPORT AND PRELIMINARY ATTORNEY'S FEES**  
15 **AND COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS**

14 Exhibit	Description
15 1	Adam's BOA statements for account ending in 9724
16 2	Grant, Bargain, Sale Deed, dated August 29, 2019

17 Dated Thursday, October 24, 2019.

18 Respectfully Submitted,  
THE ABRAMS & MAYO LAW FIRM

19 /s/ Vincent Mayo, Esq.  
20 Vincent Mayo, Esq. (8564)  
6252 South Rainbow Blvd., Suite 100  
21 Las Vegas, Nevada 89118  
Attorney for Plaintiff

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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing *APPENDIX OF EXHIBITS IN SUPPORT OF PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION FOR TEMPORARY SPOUSAL SUPPORT AND PRELIMINARY ATTORNEY'S FEES AND COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS* was filed electronically with the Eighth Judicial District Court in the above-entitled matter, on Thursday, October 24, 2019. Electronic service of the foregoing document shall be made in accordance with the Master Service List, pursuant to NEFCR 9, as follows:

Bruce I. Shapiro, Esq.  
Attorney for Defendant

/s/ Chantel Wade  
An Employee of The Abrams & Mayo Law Firm

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

**Deposits and other additions**

Date	Description	Amount
06/14/19	ADP TOTALSOURCE DES:DIRECT DEP ID:784073472051IHJ INDN:SOLINGER,ADAM MICHAEL CO ID:9111111102 PPD	3,736.26
07/01/19	ADP TOTALSOURCE DES:DIRECT DEP ID:934411415268IHJ INDN:SOLINGER,ADAM MICHAEL CO ID:9111111102 PPD	3,736.26
07/09/19	CHECKCARD 0707 THE HOME DEPOT #3305 LAS VEGAS NV 7461043918901019188	11.79
<b>Total deposits and other additions</b>		<b>\$7,484.31</b>

**Withdrawals and other subtractions**

ATM and debit card subtractions

Date	Description	Amount
06/11/19	CHECKCARD 0609 DEES DONUTS LAS VEGAS NV 24122479161900019900922	-11.03
06/11/19	CHECKCARD 0610 TROPICAL SMOOTHIE CAFE LAS VEGAS NV 24269799161500732200016	-19.96
06/11/19	CHECKCARD 0610 CREATIVE KIDS ONLINE NOVI MI 24431069162286464600801	-475.00
06/11/19	CHECKCARD 0610 DAIRY QUEEN #15383 LAS VEGAS NV 24231689162207588500237	-3.02
06/11/19	CHECKCARD 0610 HOME PRIDE INSPECTIONS 702-379-1343 NV 24055239161200556700044	-715.00
06/11/19	CHECKCARD 0610 ASHLEY E HOBAN DMD PLLC 702-838-9013 NV 24431069162207314900241	-919.00
06/11/19	CHECKCARD 0610 SUNSHINE VALLEY PEDIATR LAS VEGAS NV 24559309161900011500267	-15.00
06/11/19	SMITHS FO 850 06/11 #000511350 PURCHASE SMITHS FO 850 S. LAS VEGAS NV	-29.57
06/11/19	ALBERTSONS STO 06/11 #000624759 PURCHASE ALBERTSONS STORE LAS VEGAS NV	-26.77
06/13/19	CHECKCARD 0612 LAS VEGAS ASC LLC LAS VEGAS NV 24326889164207165900032	-138.85
06/14/19	CHECKCARD 0613 TROPICAL SMOOTHIE CAFE LAS VEGAS NV 24269799164500799923481	-21.29
06/14/19	CHECKCARD 0612 BUFFALO WILD WINGS 0179 LAS VEGAS NV 24755429164261642163610	-24.84
06/14/19	CHECKCARD 0612 BUFFALO WILD WINGS 0179 LAS VEGAS NV 24755429164261642163602	-5.73
06/14/19	MOBILE PURCHASE 0613 BLUEBIRD BARBERS 9292652995 NY	-29.00

*continued on the next page*



**Fraud prevention:**  
We're here  
to help

Help prevent fraud with these simple tips:

- **Update your contact information** so we can reach you if we suspect fraud.
- **Report suspicious activity** right away.
- **Read our Fraud Prevention Checklist** at [bankofamerica.com/FraudChecklist](http://bankofamerica.com/FraudChecklist) for more ways to help prevent fraud and identify scams.

Learn more about fraud prevention on our Security Center at [bankofamerica.com/security](http://bankofamerica.com/security).

SSM-04-19-0076.C | ARYR05YX

Adam Solinger000867



### Deposits and other additions

Date	Description	Amount
07/15/19	ADP TOTALSOURCE DES:DIRECT DEP ID:700055944794IHJ INDN:SOLINGER,ADAM MICHAEL CO ID:9111111102 PPD	3,736.26
08/01/19	ADP TOTALSOURCE DES:DIRECT DEP ID:927711338939IHJ INDN:SOLINGER,ADAM MICHAEL CO ID:9111111102 PPD	3,736.26
<b>Total deposits and other additions</b>		<b>\$7,472.52</b>

### Withdrawals and other subtractions

#### ATM and debit card subtractions

Date	Description	Amount
07/12/19	CHECKCARD 0711 TROPICAL SMOOTHIE CAFE LAS VEGAS NV 24269799192500720005032	-17.23
07/15/19	CHECKCARD 0711 DEES DONUTS LAS VEGAS NV 24122479193900013100364	-10.23
07/15/19	CHECKCARD 0713 LESLIES POOLMART LAS VEGAS NV 24692169195100029516464	-138.00
07/15/19	ALBERTSONS STO 07/14 #000783989 PURCHASE ALBERTSONS STORE LAS VEGAS NV	-7.77
07/15/19	BKOFAMERICA ATM 07/14 #000007429 WITHDRWL FARM & DURANGO LAS VEGAS NV	-340.00
07/15/19	WHOLEFDS LVB 1 07/15 #000757474 PURCHASE WHOLEFDS LVB 102 LAS VEGAS NV	-64.31
07/16/19	CHECKCARD 0715 TROPICAL SMOOTHIE CAFE LAS VEGAS NV 24269799196100373545289	-9.34
07/16/19	CHECKCARD 0715 JACK IN THE BOX 07268 LAS VEGAS NV 24692169196100953099080	-33.90
07/16/19	CHECKCARD 0715 CREATIVE KIDS ONLINE NOVI MI 24431069197286464100710	-475.00
07/16/19	WHOLEFDS TYA 1 07/16 #000735609 PURCHASE WHOLEFDS TYA 104 LAS VEGAS NV	-26.08
07/18/19	CHECKCARD 0717 TROPICAL SMOOTHIE CAFE LAS VEGAS NV 24269799198500704814080	-17.23
07/18/19	ALBERTSONS STO 07/17 #000551449 PURCHASE ALBERTSONS STORE LAS VEGAS NV	-28.12
07/18/19	TESORO # 62538 07/18 #000287390 PURCHASE TESORO # 62538 LAS VEGAS NV	-3.88
07/18/19	BKOFAMERICA ATM 07/18 #000009354 WITHDRWL FARM & DURANGO LAS VEGAS NV	-300.00
07/18/19	WHOLEFDS TYA 1 07/18 #000820737 PURCHASE WHOLEFDS TYA 104 LAS VEGAS NV	-29.56

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### Deposits and other additions

Date	Description	Amount
08/15/19	ADP TOTALSOURCE DES:DIRECT DEP ID:701054738711IHJ INDN:SOLINGER,ADAM MICHAEL CO ID:9111111102 PPD	3,736.26
08/30/19	ADP TOTALSOURCE DES:DIRECT DEP ID:698079448929IHJ INDN:SOLINGER,ADAM MICHAEL CO ID:9111111102 PPD	3,736.26
<b>Total deposits and other additions</b>		<b>\$7,472.52</b>

### Withdrawals and other subtractions

#### ATM and debit card subtractions

Date	Description	Amount
08/13/19	CHECKCARD 0812 CREATIVE KIDS ONLINE NOVI MI 24431069225286464900644	-475.00
08/13/19	CHECKCARD 0812 SQ *AMERICAN TOXICO LAS VEGAS NV 24492159224740280480153	-126.00
08/16/19	ALBERTSONS STO 08/15 #000579043 PURCHASE ALBERTSONS STORE LAS VEGAS NV	-32.11
08/19/19	CHECKCARD 0816 TROPICAL SMOOTHIE CAFE LAS VEGAS NV 24269799228200379571214	-8.48
08/19/19	MOBILE PURCHASE 0816 SP * KINGDOM DEATH KINGDOMDEATH.NY	-150.00
08/19/19	MOBILE PURCHASE 0816 SP * KINGDOM DEATH KINGDOMDEATH.NY	-57.00
08/19/19	CHECKCARD 0816 THE RANCH HOUSE LAS VEGAS NV 24137469229100252567504	-18.25
08/19/19	CHECKCARD 0817 DEES DONUTS LAS VEGAS NV 24122479230900016801443	-8.61
08/19/19	CHECKCARD 0818 TROPICAL SMOOTHIE CAFE LAS VEGAS NV 24269799230100449705485	-17.23
08/20/19	CHECKCARD 0818 DEL TACO 1095 LAS VEGAS NV 24137469231100205527163	-37.86
08/20/19	CHECKCARD 0819 CREATIVE KIDS ONLINE NOVI MI 24431069232286464601003	-475.00
08/21/19	MOBILE PURCHASE 0820 UBER TECHNOLOGIES INC 866-576-1039 CA	-16.79
08/22/19	MOBILE PURCHASE 0821 UBER TECHNOLOGIES INC 866-576-1039 CA	-24.81
08/23/19	CHECKCARD 0821 CARL'S JR # 8051 LAS VEGAS NV 24431069234207388501911	-30.46
08/23/19	MOBILE PURCHASE 0822 SP * WHOOP, INC. WHOOPINC.MYSHMA	-84.17

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EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

**GRANT, BARGAIN, SALE DEED**

R.P.T.T. \$1,198.50

THIS INDENTURE WITNESSETH: That

**Ernesto Rivas Jr. and Daniela Zuluaga, husband and wife as joint tenants,**

for a valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell a Convey to

**Christian Joshua Lloyd, a married man as his sole and separate property and Chalesa Marie Solinger, married woman as her sole and separate property and Joshua Douglas Lloyd, a single man, all as joint tenants.**

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

- SUBJECT TO:
1. Taxes for the fiscal year 2019-2020.
  2. Rights of way, reservations restrictions, easements and conditions of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining.

Page 1

WITNESS my hand this 21<sup>st</sup> day of August, 2019.

  
Ernesto Rivas Jr.

Ernesto Rivas Jr.

Daniela Zuluaga  
Daniela Zuluaga

Daniela Zuluaga

000850



1 *Compel Discovery Responses and for Attorney's Fees.*

2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 **I. FACTUAL BACKGROUND**

4 On August 5, 2019, Chalese was served with Adam's First Request  
5 for Production of Documents and Tangible Things and First Set of  
6 Interrogatories. Chalese's responses were therefore due on September 4,  
7 2019. At the time Chalese was propounded with Adam's discovery, she  
8 was represented by Louis Schneider, Esq. However, Bruce I. Shapiro,  
9 Esq., of Pecos Law Group substituted in on August 28, 2019 and a day  
10 after Chalese's responses were due, Mr. Shapiro filed "responses" to  
11 Adam's discovery requests on September 5, 2019. These responses,  
12 however, consisted of the statement, "Defendant recently retained new  
13 counsel and was previously unaware of these discovery requests and will  
14 supplement responses as soon as possible" for every request made.

15 Mr. Mayo sent an email to Mr. Shapiro on September 12, 2019,  
16 asking in the email, "We still do not have Chalese's responses to our  
17 written discovery (other than your "place holder" responses). When will  
18 we have those?" There was no response. Then at Adam's deposition on  
19 September 16, 2019, Mr. Mayo again asked Mr. Shapiro with their  
20 clients present when he would be receiving Chalese's discovery  
21 responses. Mr. Shapiro stated he would have them to Mr. Mayo by the

1 “end of the week” (Friday, September 20<sup>th</sup>). Mr. Mayo said they would  
2 have to proceed with waiving any objections and seeking a motion to  
3 compel if they were not.

4 September 20, 2019, came and went and still there were no  
5 discovery responses from Chalese. Mr. Mayo followed this up with an  
6 email dated September 23, 2019 captioned “Solinger – EDCR 5.501 and  
7 5.602” in which Mr. Mayo stated, “I still have not received our discovery  
8 responses despite them already being late and being assured by you that  
9 I would have them no later than this past Friday. I need those right  
10 away. When will I have them?” Mr. Fleeman, and associates of Mr.  
11 Shapiro, emailed back later that day and responded with, “as soon as  
12 possible.”

13 Mr. Mayo followed this up with an in-person request from Mr.  
14 Shapiro for the responses at the conclusion of Chalese’s deposition on  
15 September 25, 2019. Mr. Mayo was told they were “being worked on.”

16 Parties and counsel then attended a hearing on October 3, 2019  
17 before the Honorable Cheryl Moss. Mr. Mayo again asked Mr. Shapiro  
18 when he would have his discovery responses. Mr. Shapiro again said,  
19 “Soon.” It has now been three weeks since that date and Chalese still  
20 refuses to provide her responses. This motion follows.

21 ///

1 **II. LAW AND ARGUMENT**

2 **A. Chalese should be Compelled to Fully Respond to**  
3 **Adam's Discovery Requests without Objection**

4 NRCP 33(b)(4): Interrogatories to Parties

5 (4) Objections. The grounds for objecting to an interrogatory  
6 must be stated with specificity. **Any ground not stated in a timely**  
7 **objection is waived unless the court, for good cause, excuses**  
8 **the failure.** The interrogating party may move for an order under Rule  
37(a) with respect to any objection to or other failure to answer an  
interrogatory.

9 NRCP 34(b)(2)(A) & (B): Producing Documents, Electronically Stored  
10 Information, and Tangible Things, or Entering onto Land, for Inspection  
and Other Purposes

11 (A) Time to Respond. **The party to whom the request is**  
12 **directed must respond in writing within 30 days after being**  
13 **served.** A shorter or longer time may be stipulated under Rule 29 or be  
ordered by the court.

14 (B) Responding to Each Item. For each item or category, the  
15 response must either state that inspection and related activities will be  
16 permitted as requested or state the ground for objecting to the request,  
with specificity, including the reasons. The responding party may state  
that it will produce copies of documents or of electronically stored  
information instead of permitting inspection. The production must then  
be completed no later than the time for inspection specified in the  
request or another reasonable time specified in the response.

17 NRCP 37. Failure to Make Disclosures or to Cooperate in Discovery;  
18 Sanctions

19 (a) Motion for an Order Compelling Disclosure or Discovery.

20 (1) In General. On notice to other parties and all affected  
21 persons, a party may move for an order compelling disclosure or  
discovery. The motion must include a certification that the movant has  
in good faith conferred or attempted to confer with the person or party

1 failing to make disclosure or discovery in an effort to obtain it without  
court action.

2 (2) Appropriate Court. A motion for an order to a party must be  
made in the court where the action is pending. A motion for an order to  
3 a nonparty must be made in the court where the discovery is or will be  
taken.

4 (3) Specific Motions.

(A) To Compel Disclosure. If a party fails to make a  
5 disclosure required by Rule 16.1(a), 16.2(d), or 16.205(d), any other  
party may move to compel disclosure and for appropriate sanctions.

6 (B) To Compel a Discovery Response. A party seeking  
discovery may move for an order compelling an answer, designation,  
7 production, or inspection. This motion may be made if:

(i) a deponent fails to answer a question asked under  
8 Rule 30 or 31;

(ii) a corporation or other entity fails to make a  
9 designation under Rule 30(b)(6) or 31(a)(4);

(iii) a party fails to answer an interrogatory submitted  
10 under Rule 33; or

(iv) a party fails to produce documents or fails to  
11 respond that inspection will be permitted - or fails to permit inspection -  
as requested under Rule 34.

12 \*\*\*

(5) Payment of Expenses; Protective Orders.

13 (d) Party's Failure to Attend Its Own Deposition, Serve Answers to  
Interrogatories, or Respond to a Request for Inspection.

14 (1) In General.

(A) Motion; Grounds for Sanctions. The court may, on  
15 motion, order sanctions if:

(i) a party or a party's officer, director, or managing  
16 agent — or a person designated under Rule 30(b)(6) or 31(a)(4) — fails,  
after being served with proper notice, to appear for that person's  
17 deposition; or

(ii) a party, after being properly served with  
18 interrogatories under Rule 33 or a request for inspection under Rule 34,  
fails to serve its answers, objections, or written response.

(B) Certification. A motion for sanctions for failing to  
19 answer or respond must include a certification that the movant has in  
good faith conferred or attempted to confer with the party failing to act  
20 in an effort to obtain the answer or response without court action.

21 ///

1 (2) Unacceptable Excuse for Failing to Act. A failure described  
2 in Rule 37(d)(1)(A) is not excused on the ground that the discovery  
3 sought was objectionable, unless the party failing to act has a pending  
4 motion for a protective order under Rule 26(c).

5 (3) Types of Sanctions. Sanctions may include any of the orders  
6 listed in Rule 37(b)(1). Instead of or in addition to these sanctions, the  
7 court must require the party failing to act, the attorney advising that  
8 party, or both to pay the reasonable expenses, including attorney fees,  
9 caused by the failure, unless the failure was substantially justified or  
10 other circumstances make an award of expenses unjust.

11 (e) Failure to Preserve Electronically Stored Information. If  
12 electronically stored information that should have been preserved in the  
13 anticipation or conduct of litigation is lost because a party failed to take  
14 reasonable steps to preserve it, and it cannot be restored or replaced  
15 through additional discovery, the court:

16 (1) upon finding prejudice to another party from loss of the  
17 information, may order measures no greater than necessary to cure the  
18 prejudice; or

19 (2) only upon finding that the party acted with the intent to  
20 deprive another party of the information's use in the litigation may:

21 (A) presume that the lost information was unfavorable to the  
party;

(B) instruct the jury that it may or must presume the  
information was unfavorable to the party; or

(C) dismiss the action or enter a default judgment.

(f) Failure to Participate in Framing a Discovery Plan. If a party or  
its attorney fails to participate in good faith in developing and  
submitting a proposed discovery plan as required by Rule 16.1(b), the  
court may, after giving an opportunity to be heard, require that party or  
attorney to pay to any other party the reasonable expenses, including  
attorney fees, caused by the failure.

EDCR 5.602. Discovery disputes, conferences, motions, stays.

(a) Unless otherwise ordered, all discovery disputes (except disputes  
presented at a pretrial conference or at trial) must first be heard by the  
discovery hearing master.

(b) Upon reasonable notice, the discovery hearing master may direct  
the parties to appear for a conference with the hearing master  
concerning any discovery dispute. Unless otherwise directed, points and  
authorities need not be filed prior to a conference noticed by the hearing

1 master. Counsel may not stipulate to vacate or continue a conference  
without the hearing master's consent.

2 (c) The hearing master may shorten or extend any of the times for  
any discovery motion.

3 (d) A discovery motion must set forth that after a discovery dispute  
4 conference or a good-faith effort to confer, counsel were unable to  
5 resolve the matter satisfactorily, detailing what attempts to resolve the  
6 dispute were made, what was resolved and what was not resolved, and  
7 why. A conference requires either a personal or telephone conference  
8 between or among the parties; if a personal or telephone conference was  
9 not possible, the motion shall set forth the reasons. Such a motion must  
10 be supported by affidavit.

11 (e) If the responding party failed to answer discovery, the motion  
12 shall set forth what good-faith attempts were made to obtain  
13 compliance. If, after request, the responding party fails to participate in  
14 good faith in the conference or to answer the discovery, the court may  
15 require such party to pay to any other party the reasonable expenses,  
16 including attorney fees, caused by the failure.

17 In the instant case, Chalese has failed to provide her discovery  
18 responses in violation of NRCP 33 and NRCP 34. Chalese has failed to do  
19 so despite the fact there have been several requests for her to provide  
20 said responses. Chalese's willful refusal to cooperate with discovery - and  
21 the subsequent wasting of Adam's time and money to obtain same -  
cannot continue. Adam therefore respectfully requests that this  
Honorable Court order Chalese to provide complete discovery responses  
immediately, without objection. Additionally, Chalese should be  
cautioned that continued failure to respond to the discovery may result  
in her Counterclaim being stricken and/or being precluded from  
presenting any evidence on which her responses would have been based.

1           **B. Adam should be Awarded Attorney’s Fees and Costs**

2           It is painfully clear that Adam had no other option but to file this  
3 Motion in order to receive the responses to the discovery requests that  
4 he properly propounded. Adam should not have had to incur the costs of  
5 constantly trying to get an opposing party to do what the law requires  
6 them to do. Therefore, Adam respectfully asks that he be awarded  
7 attorney's fees and costs associated with this Motion.

8           In addition to the cases where an allowance of fees is authorized by  
9 specific statute, as it is in this case under NRCP 37(5) and EDCR 5.602,  
10 the Court may make an allowance of attorney's fees to a prevailing party  
11 under NRS 18.010, and EDCR 7.60. In awarding such fees the District  
12 Court must evaluate the *Brunzell Factors* for the attorney and their  
13 support staff:<sup>1</sup>

14           1. *The Qualities of the Advocate:* his ability, his training,  
15 education, experience, professional standing and skill.

16           a. Attorney Vincent Mayo

17           Attorney Vincent Mayo has been practicing family law in Nevada  
18 almost exclusively for over eight years. He is a Nevada Board Certified  
19 Family Law Specialist, a National Board of Family Law Trial Advocacy

20 <sup>1</sup> *Brunel v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969);  
21 *Las Vegas Metropolitan Police Department v. Yeghiazarian*, 129 Nev. \_\_\_, 312 P.3d  
503 (2013).

1 Specialist, a member in good standing of the State Bar of Nevada, State  
2 Bar of Nevada Family Law Section, American Bar Association, Nevada  
3 Justice Association and Clark County Bar Association. Attorney Mayo is  
4 admitted to practice before the United States District Court for the  
5 District of Nevada.

6 Attorney Mayo started his legal career in Nevada working in the  
7 Clark County Family Courts system. He worked directly for former  
8 Clark County Family Court Judge Gloria O'Malley (F.K.A. Sanchez) as a  
9 Law Clerk, from September 2002 to March 2004. Before joining The  
10 Abrams & Mayo Law Firm, he practiced for four years, primarily in  
11 Family Law, with Bruce I. Shapiro, Esq. Attorney Mayo joined The  
12 Abrams & Mayo Law Firm in March 2008 and has been practicing  
13 exclusively in Family Law ever since. Attorney Mayo is a member of the  
14 Family Law Executive Council, a co-editor of the Nevada Family Law  
15 Reports, a member of the Child Custody Reform Committee, was an  
16 editor of the Nevada Family Law Practice Manual and is a published  
17 attorney in regard to family law matters with numerous credits to his  
18 name. He also successfully completed the American Bar Association's  
19 Family Law Trial Advocacy Institute program.

20 ///

21 ///

1           b.     Certified Paralegal, Stephanie Stolz

2           Stephanie Stolz is the current Firm Administrator / Lead Certified  
3 Paralegal and began her legal career at The Abrams Law Firm nine years  
4 ago. She started at the receptionist position in May 2004. While  
5 working full-time for the firm, she simultaneously completed the  
6 Paralegal Studies Program with special emphasis in Nevada Practices  
7 and Procedures, Contract Law, and Family Law from the University of  
8 Nevada Las Vegas. In 2005 she was promoted to a Certified Paralegal  
9 position. In 2006 she achieved the role of Lead Certified Paralegal.  
10 Stephanie was promoted to the role of Firm Administrator in 2010.  
11 Stephanie is also certified through NALA. In addition to her Lead  
12 Certified Paralegal duties, she is responsible for numerous areas of the  
13 firm's business operations including accounting and vendor  
14 relationships

15           2.     *The Character of the Work to Be Done:* the difficulty, the  
16 intricacy, the importance, time and skill required, the responsibility  
17 imposed and the prominence and character of the parties where they  
18 affect the importance of the litigation. Attorney Mayo has diligently  
19 reviewed the applicable law, explored the relevant facts and has properly  
20 applied one to the other.

21     ///

1           3.    *The Work Actually Performed by the Lawyer:* the skill, time  
2 and attention given to the work. Work is still ongoing regarding these  
3 issues. Thus, redacted billing can be provided upon request.

4           4.    *The Result:* whether the attorney was successful and what  
5 benefits were derived. It is anticipated that, given the facts of matter,  
6 that Chalese will be ordered to respond to Adam's discovery and be  
7 sanctioned for her conduct.

8           Each of these factors should be given consideration, and no one  
9 element should predominate or be given undue weight.<sup>2</sup> Chalese should  
10 therefore be ordered to pay \$2,500 in attorney's fees and sanctions to  
11 Adam for having to bring forth the instant motion, draft  
12 correspondence, conduct an EDCR 5.601 conference, attend a hearing  
13 on the matter and likely draft the resulting Report & Recommendations.

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21           <sup>2</sup> *Miller v. Wilfong*, 121 Nev. 619, 119 P. 3d 727 (2005)

1 **III. CONCLUSION**

2 Based on the foregoing, this Honorable Court should grant the  
3 relief requested in Adam's Motion in its entirety.

4 Dated Thursday, October 24, 2019.

5 Respectfully Submitted,

6 THE ABRAMS & MAYO LAW FIRM

7 \_\_\_\_\_  
8 Vincent Mayo, Esq.  
9 Nevada State Bar Number: 8564  
6252 South Rainbow Blvd., Suite 100  
Las Vegas, Nevada 89118  
Attorney for Plaintiff

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1           6.     Specifically, on August 5, 2019, Chalese was served with  
2 Adam's First Request for Production of Documents and Tangible Things  
3 and First Set of Interrogatories. Chalese's responses were therefore due  
4 on September 4, 2019. At the time Chalese was propounded with Adam's  
5 discovery, she was represented by Louis Schneider, Esq. However, Bruce  
6 I. Shapiro, Esq., of Pecos Law Group substituted in on August 28, 2019  
7 and a day after Chalese's responses were due, Mr. Shapiro filed "place  
8 holder responses" to Adam's discovery requests on September 5, 2019.  
9 These responses, however, consisted of the statement, "Defendant  
10 recently retained new counsel and was previously unaware of these  
11 discovery requests and will supplement responses as soon as possible"  
12 for every request made.

13           7.     I sent an email to Mr. Shapiro on September 12, 2019, asking  
14 in the email, "We still do not have Chalese's responses to our written  
15 discovery (other than your "place holder" responses). When will we have  
16 those?" There was no response. Then at Adam's deposition on  
17 September 16, 2019, I again asked Mr. Shapiro with their clients present  
18 when he would be receiving Chalese's discovery responses. Mr. Shapiro  
19 stated he would have them to me by the "end of the week" (Friday,  
20 September 20<sup>th</sup>). I said they would have to proceed with waiving any  
21 objections and seeking a motion to compel if they were not.

1           8.     September 20, 2019, came and went and still there were no  
2 discovery responses from Chalese. I followed this up with an email dated  
3 September 23, 2019 captioned "Solinger – EDCR 5.501 and 5.602" in  
4 which I stated, "I still have not received our discovery responses despite  
5 them already being late and being assured by you that I would have  
6 them no later than this past Friday. I need those right away. When will I  
7 have them?" Mr. Fleeman, and associates of Mr. Shapiro, emailed back  
8 later that day and responded with, "as soon as possible."

9           9.     I followed this up with an in-person request from Mr.  
10 Shapiro for the responses at the conclusion of Chalese's deposition on  
11 September 25, 2019. I was told they were "being worked on."

12           10.    Counsel and the parties then attended a hearing on October  
13 3, 2019 before the Honorable Cheryl Moss. I again asked Mr. Shapiro  
14 when he would have his discovery responses. Mr. Shapiro again said,  
15 "Soon." It has now been three weeks since that date and Chalese still  
16 refuses to provide her responses. This motion follows.

17     ///

18     ///

19     ///

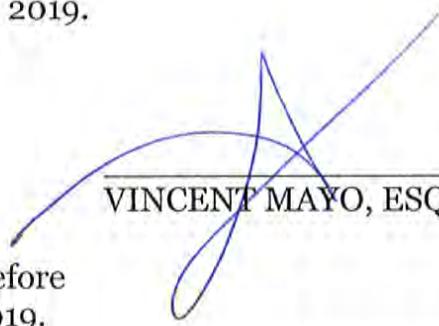
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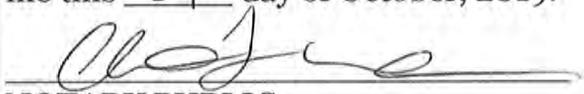
1           10. I therefore have made good faith efforts to resolve this  
2 discovery dispute prior to filing this Motion.

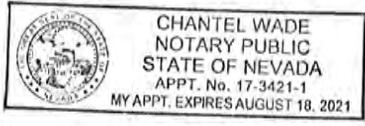
3 Dated this 24 day of October, 2019.

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\_\_\_\_\_  
VINCENT MAYO, ESQ.

SUBSCRIBED AND SWORN to before  
me this 24<sup>th</sup> day of October, 2019.

  
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NOTARY PUBLIC



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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing MOTION TO COMPEL DISCOVERY RESPONSES AND FOR ATTORNEY'S FEES was filed electronically with the Eighth Judicial District Court in the above-entitled matter, on Thursday, October 24, 2019. Electronic service of the foregoing document shall be made in accordance with the Master Service List, pursuant to NEFCR 9, as follows:

Bruce I. Shapiro, Esq.  
Attorney for Defendant



---

An Employee of The Abrams & Mayo Law Firm

MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

ADAM MICHAEL SOLINGER  
Plaintiff/Petitioner  
v.  
CHALESE MARIE SOLINGER  
Defendant/Respondent

Case No. D-19-582245-D  
Dept. I

**MOTION/OPPPOSITION  
FEE INFORMATION SHEET**

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

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

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

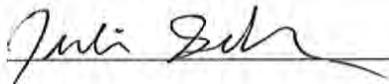
**Step 2.** Select the \$0, \$129 or \$57 filing fee in the box below.

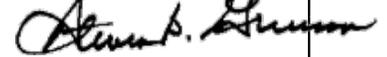
<input checked="" type="checkbox"/>	<b>\$0</b> The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
<input checked="" type="checkbox"/>	The Motion/Opposition is being filed in a case that was not initiated by joint petition.
<input type="checkbox"/>	The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

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

The total filing fee for the motion/opposition I am filing with this form is:	
<input checked="" type="checkbox"/>	<b>\$0</b> <input type="checkbox"/> \$25 <input type="checkbox"/> \$57 <input type="checkbox"/> \$82 <input type="checkbox"/> \$129 <input type="checkbox"/> \$154

Party filing Motion/Opposition: Plaintiff/Petitioner Date 10/24/2019

Signature of Party or Preparer 



1 **RPLY**  
2 **Bruce I. Shapiro, Esq.**  
Nevada Bar No. 4050  
3 **Jack W. Fleeman, Esq.**  
Nevada Bar No. 10584  
4 PECOS LAW GROUP  
5 8925 South Pecos Road, Suite 14A  
Henderson, Nevada 89074  
6 Telephone: (702) 388-1851  
Facsimile: (702) 388-7406  
7 Email: [Bruce@pecoslawgroup.com](mailto:Bruce@pecoslawgroup.com)  
*Attorneys for Defendant*

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

11 **Adam Michael Solinger,**

12 Plaintiff,

13 vs.

14 **Chalese Marie Solinger,**

15 Defendant.

Case No. **D-19-582245-D**

Dept No. **I**

16 **REPLY TO OPPOSITION TO DEFENDANT'S MOTION FOR TEMPORARY**  
17 **SPOUSAL SUPPORT AND PRELIMINARY ATTORNEY'S FEES**

18 **AND**

19 **OPPOSITION TO COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS**

20 COMES NOW Defendant, **Chalese Marie Solinger**, by and through her  
21 attorneys of record, **Bruce I. Shapiro, Esq.**, and **Jack W. Fleeman, Esq.** of  
22 PECOS LAW GROUP and respectfully submits her REPLY TO OPPOSITION TO  
23 DEFENDANT'S MOTION FOR TEMPORARY SPOUSAL SUPPORT AND PRELIMINARY  
24 ATTORNEY'S FEES AND OPPOSITION TO COUNTERMOTION FOR ATTORNEY'S FEES

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AND COSTS, and requests that this court enter orders granting her the relief requested in her motion and denying Plaintiff's counter-motion.

This reply is made and based on all the papers and pleadings on file herein, the Points and Authorities submitted herewith, and the argument as may be adduced at the hearing of this matter.

DATED this 21<sup>st</sup> day of November, 2019.

PECOS LAW GROUP  
 7498  
\_\_\_\_\_  
**Bruce I. Shapiro, Esq.**  
Nevada Bar No. 4050  
**Jack W. Fleeman, Esq.**  
Nevada Bar No. 10584  
PECOS LAW GROUP  
8925 South Pecos Road, Suite 14A  
Henderson, Nevada 89074  
*Attorneys for Defendant*

1 POINTS AND AUTHORITIES

2 I. REPLY TO OPPOSITION

3  
4 **A. STATEMENT OF FACTS**

5 ***1. Adam's Accusations Regarding Parenting Issues***

6 Adam presents a number of straw-man arguments in his opposition to  
7 distract from the bottom line of this issue: Adam, an attorney earning six figures  
8 per year, still has an obligation to support his wife, who earns \$10.00 per hour.  
9 Until the parties are divorced, his income is community property, and Chalese is  
10 clearly entitled, under *Sargeant*, to fees to allow her to remain on equal footing to  
11 Adam.  
12

13 Though she would prefer to focus on the relevant issues, Adam has forced  
14 Chalese to defend herself against his baseless accusations and outright mistruths  
15 presented in his opposition.  
16

17 First, Chalese does not necessarily disagree that this case should have been  
18 settled by now, but strongly disagrees that Chalese is the one driving this  
19 litigation. Proof of this is easily found in Adam's deposition, in which he testified:  
20

21 Q: ...I'm just trying to establish what you think the schedules should  
22 be. So far I've gathered supervised, a couple hours a day, or a couple  
hours in duration. How many days a week?

23 A: Two.

24 ***Q: So two hours a day, two days a week, supervised is what you  
believe her contact should be right now?***

25 ***A: Right now.***  
26

1 Later in his deposition, Adam testified:

2 ***Q: So are there any conditions that she could satisfy you, that you***  
3 ***would be comfortable her having joint custody?***

4 ***A: No.***

5 Q: Ever?

6 A: Not at this time.

7 Q: When?

8 A: I mean, I think with several years of psychotherapy[.]

9 What Adam has failed to disclose to the court is his true intention in this  
10 matter: to start a “new family” with his girlfriend, Jessica, and the parties’  
11 children, leaving Chalese totally out of their lives. Adam even testified at his  
12 deposition:

13 ***Q: Would it be fair to say that you think it’s in the children’s best***  
14 ***interest to spend more time with Jessica than with Chalese?***

15 ***A: Yes.***

16 Q: Do you believe that Chalese loves the children?

17 A: No.

18 It is this context in which the court must view Adam’s accusations against  
19 Chalese. Adam wants Chalese to have virtually no relationship with their children,  
20 despite the fact that Chalese was, essentially, the children’s sole caregiver before  
21 the parties separated. It is glaringly apparent that Chalese is not “unnecessarily  
22 dragging the matter on” by not agreeing to supervised visitation for approximately  
23 four hours per week with her children. Adam had zero objection to Chalese’s  
24

1 parenting until he met and moved in with Jessica, and until Chalese began dating  
2 Josh.

3           The rest of Adam’s accusations concerning custody are grossly exaggerated  
4 or simply untrue. Adam has presented zero evidence that Chalese has ever getting  
5 “high on marijuana while caring for” the children. Adam has made much of  
6 Marie’s dental procedures and blaming Chalese for the same when he leaves out  
7 essential information. The records from the dentist indicate that on February 26,  
8 2019, the doctor advised Chalese that Marie would need to be sedated for the  
9 procedure and that she did not weigh enough to be treated in the office.<sup>1</sup>

10  
11  
12           On March 4, 2019, Adam called the dentist and asked if the dental treatment  
13 was “medically necessary” and the doctor told him it was necessary to “arrest the  
14 decay” until Marie was “old enough to handle [procedure] in office.” Adam also  
15 told the dentist “he wants to wait to treat teeth again only if the decay becomes  
16 active.”<sup>2</sup> Due to conflict with Adam, Chalese called on March 12, 2019 to delay  
17 the procedure.<sup>3</sup>

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23 <sup>1</sup> See records from Dr. Hoban in Defendant’s Exhibit Addendum (“DEA”) at bates stamp  
nos. (“BS”) 001018.

24 <sup>2</sup> See *Id.* at BS 1019.

25 <sup>3</sup> See *Id.* at BS 1018-1019

1 On April 17, 2019, the doctor informed Chalese that the procedure was now  
2 medically necessary.<sup>4</sup> On April 23, 2019, Adam called again and “wanted to know  
3 what was medically necessary” and accused Chalese of trying to “us[e] [Marie’s]  
4 fall at daycare as an opportunity to put [Marie] under to fix ‘black teeth.’”<sup>5</sup>  
5

6 The procedure had to be suspended again because Adam did not take Marie  
7 to the pediatrician to get the necessary paperwork done.<sup>6</sup> Most importantly,  
8 however, is the fact that Adam called Dr. Hoban on June 10, 2019 and the  
9 following conversation was had:  
10

11 Dad called the office and stated that he got a second opinion from Just  
12 for Kids ... Dad stated that the dentist there said he would wait on  
13 putting [Marie] under because she is just under the recommended  
14 weight ... *I told dad that ultimately he is the parent, and if he isn’t  
15 comfortable then we don’t have to proceed.*<sup>7</sup>  
16

17 Adam placing all the blame on Chalese for Marie’s dental issues is  
18 demonstrably unjustified.  
19

20 Adam then accuses Chalese of “driving the minor children while under  
21 medications that barred her from driving.” As has been explained, Chalese was  
22 prescribed medication to take on an as-needed basis for anxiety. While the  
23 medication itself did not preclude driving, it made Chalese feel altered to the point  
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25 <sup>4</sup> See *Id.* at BS 1020.

26 <sup>5</sup> See *Id.*

<sup>6</sup> See *Id.*

<sup>7</sup> See *Id.*

1 where she chose not to do so. As a result, she takes a lower dose on which she is  
2 able to drive. While Adam tried to have Chalese held in contempt for allowing  
3 Josh to drive the children, Chalese did so out of concern for her children's safety.  
4

5         Next, Adam accuses Chalese of "taking the minor children without  
6 permission while it was still Adam's custodial time." This was in reference to a  
7 day wherein Chalese picked up the children from daycare a little early to spend  
8 time with them. Adam was angry because he was going to have Jessica – not  
9 Adam, Jessica – pick up the children early from daycare to take them swimming.  
10 Adam then asserted to Chalese, "You don't have right of first refusal. I do." In  
11 review of the video from the June 17, 2019 hearing, however, at minute mark  
12 12:18:48, the court clearly states, "***You must give Dad first rights and vice***  
13 ***versa.***"  
14

15         The court ordered that the right of first refusal applied to both parents.  
16 Adam constantly violates this, however, as he testified in his deposition that  
17 Jessica "frequently" drops the children off in the morning and picks them up in the  
18 afternoon. As stated, Adam's intention is to replace Chalese as the children's  
19 historical caregiver with Jessica. This is also apparent on the occasions Adam left  
20 the sick children home with Jessica instead of even offering them to Chalese.  
21  
22

23         The communications between the parties show that both parties have  
24 engaged in insulting communications. For example, on August 12, 2019, when  
25 Chalese proposes that the parties have Michael evaluated through CCSD for  
26

1 potentially free programs to help his speech, Adam responded, “Your judgement  
2 [sic] when it comes to these kids astounds me. When I think you can’t do anything  
3 more selfish you prove me wrong. ... I am so happy that Jessica and I decided to  
4 take it upon ourselves to work with him nightly. You have severely been a  
5 detriment to his education and his development.” Adam also refused to give  
6 Chalese the gate code to Jessica’s home while he was living there, forcing her to  
7 wait for Jessica to let her in. On September 1, 2019, Chalese had to take Marie to  
8 urgent care due to vomiting, and Adam chastised her for not asking the doctor to  
9 wait to treat his sick doctor so he could get to the clinic. Adam has also denied  
10 Chalese phone calls with the children.  
11  
12

13           While Chalese admits she was emotional at the onset of this case after her  
14 husband had an affair and very quickly introduced the children to and moved in  
15 with his new girlfriend, she has made a conscious effort to improve her co-  
16 parenting. On August 18, 2019, Chalese even invited Adam and Jessica to have  
17 dinner with her and the children (which Adam declined).  
18

19           As for “Josh and his family,” Chalese obviously has no control on what  
20 they choose to do (if they have done what Adam states they have done). Adam  
21 also misstates what he claims Michael told him, and the quotes he includes from  
22 Michael (who is three years old and in speech therapy) are not the quotes on the  
23 videos Adam disclosed. Michael did tell Adam to “be nice” to Chalese and that he  
24  
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26

1 wanted to go back to his old school (where his friends are). Neither of these things  
2 were prompted by Chalese.

3  
4 The rest of Adam's accusations deserve little acknowledgment. Adam's  
5 PI's credibility is questionable, as records show timelines that make little sense.  
6 Records "subpoenaed from the smoke shop" contain only two receipts, neither  
7 showing what was purchased.<sup>8</sup> Likewise, Adam has presented no evidence that  
8 Chalese ever "threatened" Ms. Disaio-Watson.

9  
10 In short, Chalese should not be punished for not giving into Adam's  
11 demands that she have four hours a week supervised visitation with her children.  
12 Adam is the one clinging to an unreasonable position in this matter, not Chalese.

13 **B. LEGAL ARGUMENT**

14 ***1. Adam's Financial Situation***

15  
16 Adam cannot simultaneously claim that his father stopped giving him  
17 money in May, but all gifts purchased for Jessica stem from money his father gave  
18 him. Adam gave Jessica \$3,460.00 in cash between May and July 2019, purchased  
19 \$1,189.67 of jewelry for Jessica in June 2019, and purchased a plane ticket for  
20 Jessica's daughter in July 2019, among other expenditures.  
21

22 The truth is that it is unknown how much Adam's father has been  
23 contributing to his income since May 2019. This is due to the fact that Adam had  
24

25 <sup>8</sup> See DEA at BS 001230-001231

1 his father stop depositing cash into his (discoverable) bank account and now,  
2 instead, has a credit card from his father which his father pays off every month.  
3 Adam represented he would provide statements for this credit card but has since  
4 refused to do so.  
5

6 Adam testified in his deposition that his father provided him with consistent  
7 support of an average of \$5,000.00 per month. Adam also testified that if he needs  
8 money to meet his expenses, all he has to do is make a phone call to his father and  
9 his father will send him the requested money. If Adam had his father stop  
10 depositing this money into his account that has always been deposited into his  
11 account for the sole purpose of avoiding supporting his wife, the court may have a  
12 reason to impute additional income to him.  
13

14 Adam then makes the classic threat of claiming he may not receive a bonus  
15 this year because he has had to “take off so much time for this divorce.” What  
16 time has Adam had to take off because of the divorce? It is not a secret that Jessica  
17 drops off and picks up the children most days. Documents received pursuant to  
18 subpoena from Adam’s employer show that Adam received a *raise* after he  
19 separated from Chalese.  
20

21 Even if, for the sake of argument, Adam’s gross monthly income is  
22 \$10,250.00 monthly, per his FDF, after deductions of \$2,527.48 he nets \$7,722.52  
23 monthly. The court will note that while Chalese listed Josh on her FDF and  
24 disclosed he pays part of the utilities, Adam does not list Jessica on his FDF or list  
25  
26

1 a monthly contribution from her, though he did testify at his deposition that she  
2 does contribute to the utilities. Thus, Adam’s “reasonable monthly expenses” are  
3 lower than he represents. Again, if Adam was left with “little net income” and his  
4 father was no longer helping him out, he would not be purchasing \$1,600.00  
5 pieces of jewelry for his girlfriend or paying for plane tickets for his girlfriend’s  
6 daughter.  
7

8 Adam is either lying about how much Jessica contributes each month or  
9 Jessica contributes nothing and Adam is supporting her and her daughter instead  
10 of his wife. Adam also fails to mention that Jessica is on the title to his new  
11 home.<sup>9</sup>  
12

13 Adam’s representation that “the child support guidelines soon to be  
14 implemented in Nevada specifically exclude gifts from the definition of gross  
15 income” is both irrelevant and untrue. First, these guidelines are not yet  
16 implemented and are not controlling law. Second, the guidelines say no such  
17 thing.  
18

19 Section 4 of the proposal defines “gross income.” Subsection (n) includes  
20 “Except as otherwise provided in subsection 2, all other income of a party,  
21 regardless of whether such income is taxable.” Subsection 2 provides for  
22 exception, including child support, foster care payments, SNAP benefits, county  
23  
24

---

25 <sup>9</sup> See DEA at BS DEF000161-000164.

1 benefits, supplemental security income, public assistance benefits, and  
2 compensation for losses (i.e., personal injury).<sup>10</sup>

3  
4 Chalese points out that Adam only pays \$1,500.00 rent to his father in a  
5 home that would normally rent for \$6,000.00 per month to point out that Adam's  
6 father is subsidizing his income by allowing him to rent a 3,800 square foot home  
7 for \$4,500.00 less per month than Adam would pay anyone else for a home of the  
8 same size. Chalese's proof is a simple internet search for the going rental rates of  
9 3,800 square foot homes in Las Vegas.

10  
11 **2. Chalese's Financial Situation**

12 Adam, again, misstates Chalese's deposition testimony. Chalese testified  
13 that it would be impossible for her to work 40 hours a week and pick up the  
14 children from the daycare across town from her home (which Adam chose). She  
15 also testified that Cookie Cutters is only open from 10:00 a.m. to 6:00 p.m. on  
16 weekdays and until 5:00 p.m. on Saturdays. Thus, in order for Chalese to work 40  
17 hours a week for her employer, she would either have to work an eight-hour shift  
18 with no break (which is obviously illegal) or she would have to work six days per  
19 week.  
20

21  
22 Chalese also explained that she would not even get 40 hours per week from  
23 her employer if she wanted to, as there are three stylists working, and with each  
24

---

25 <sup>10</sup> See Proposed Guidelines included in DEA at BS DEF000469-000492.

1 stylist's schedule, it would not be possible with all three stylists' schedules for  
2 Chalese to work 40 hours a week. Chalese is not the only one at her workplace  
3 who has children who need to be picked up at certain times. Adam then suggests  
4 Chalese just work "elsewhere with her own station," ignoring the fact that (1)  
5 Chalese has only a few months of work experience cutting hair after not working  
6 for several years; (2) Chalese would have to pay to rent a booth – with what  
7 money would she do that? Chalese chooses to work hourly because it is more  
8 stable and predictable than renting her own booth and trying to attract her own  
9 customers with only a few months of experience.  
10  
11

12 Chalese did report both credit card and cash tips on her FDF. As stated, her  
13 gross monthly income was calculated using her hourly wage and the average  
14 number of hours worked per week. If one examines the paystubs attached to  
15 Chalese's FDF, she earned \$146.55, \$44.00, and \$118.05 in reported (credit card)  
16 tips on each paystub (which are two-week paystubs), this is an average of \$102.87  
17 every two weeks, or \$222.88 monthly. For her FDF, to account for cash tips,  
18 Chalese doubled this tip amount to \$445.76. This is merely another unfounded  
19 accusation by Adam disproven by documentation.  
20

21 Chalese listed Josh on her FDF and reported that he does share payment of  
22 the utilities. Chalese is not, however, married to Josh, despite whatever  
23 "ceremony" in which she participated. Adam also had Jessica put on the title to  
24 the home his parents purchased for him and introduces her to the children's  
25

1 doctors as their “stepmother.” Chalese is not entitled to support from Josh. She is  
2 entitled to support from Adam, her legal husband. If Adam would like the court to  
3 impute contribution from Josh to Chalese’s income, it should also impute  
4 contribution from Jessica to Adam’s income – after all, Adam testified that Jessica  
5 shares in his expenses as well.  
6

7 Chalese was forced to stop working after being repeatedly put on bedrest  
8 during difficult pregnancies with both parties’ children. During the entire course  
9 of the marriage, she never earned more than \$24,000.00 per year. To impute  
10 income to her of nearly \$40,000.00 per year is completely unreasonable. Chalese  
11 has made good-faith efforts to become employed and begin the path of learning  
12 how to support herself without Adam (who, for the record, Chalese had been with  
13 since the age of 17).  
14

15 Adam’s accusation regarding Chalese’s “alcohol and chronic marijuana  
16 use” should be disregarded. Again, Adam has zero evidence that Chalese drinks or  
17 uses marijuana regularly, and it is Adam whose bank statements show he has spent  
18 over \$1,300.00 on alcohol since the parties separated.  
19

20 The bottom line here is that Adam out-earns Chalese seven to one and they  
21 are still married. All property acquired and income earned during marriage (with  
22 limited exception) is community property. *Forrest v. Forrest*, 00 Nev. 602, 668  
23 P.2d 275 (1983); NRS 123.220. “Except as provided by statute...separation of the  
24 parties does not dissolve the community, and does not alter the character of the  
25  
26

1 parties' income during the period of separation." *Hybarger v. Hybarger*, 103 Nev.  
2 255, 258 n. 5, 737 P.2d 889, 891 n. 5 (1987) (citing *Forrest*, 99 Nev. at 602, 668  
3 P.3d at 275).

4  
5 Chalese earns less than \$1,500.00 per month to Adam's \$10,250.00 per  
6 month. Adam also receives assistance with expenses from Jessica and his father,  
7 both of which were admitted during his deposition and neither of which Adam  
8 reported on his FDF. Chalese needs additional support and her request for the  
9 same is reasonable under the circumstances.

10  
11 **3. Marital Waste**

12 Again, Adam cannot claim that "any monies he has spent on Ms. Sellers  
13 came from monies gifted from his father" if his father stopped gifting him monies  
14 in May 2019. Since May 2019, Adam has spent at least \$8,000.00 on cash  
15 transfers to, gifts for, and vacations with his girlfriend.

16  
17 Adam's claims that he did not start seeing Jessica until after the separation  
18 is perjury, which will be shown at trial. It should be noted that although Adam  
19 listed Jessica as a witness on his own disclosure, and even though Adam listed  
20 Jessica's address as "c/o Vincent Mayo, Esq.," Adam's attorney has refused to  
21 accept service of a deposition subpoena for Jessica, which will cause Chalese  
22 additional fees to track Jessica down to have her served. Adam clearly does not  
23 want Jessica deposed, likely due to the risk of exposing him for further waste.

24  
25 ...

1           **4. Attorney's Fees**

2           As explained above, Chalese's position that she should have more than four  
3 hours per week with the children she raised for several years prior to separation is  
4 not unreasonable. The fact that Adam's father has gifted him money for fees is  
5 relevant, as Adam appears to have an unlimited pool of money to use for fees,  
6 placing him on what is clearly a superior financial position than Chalese.  
7 Chalese's mother is not nearly as financially well-off as Adam's father and will  
8 not be able to assist her financially much longer and should not have to do so.  
9

10           This situation is *exactly* the situation *Sargeant* addressed. Adam is in a  
11 significantly superior financial situation than Chalese. He out-earns Chalese by  
12 seven to one. He has an unlimited pool of gift money to use for his own fees.  
13 Chalese is entitled to meet Adam on equal footing in this matter and she is entitled  
14 to fees.  
15

16           Chalese is not "reckless" in incurring fees. As has been explained by the  
17 court, she has incurred fees with Mr. Shapiro due to the fact that Mr. Schneider  
18 did no discovery. Adam also claims that Chalese has incurred fees because of an  
19 unwillingness to settle which, as shown, is not true. Adam conveniently leaves out  
20 the conflict between the parties regarding custody. Adam has taken the position  
21 that Chalese should have virtually no relationship with their children, wanting to  
22 replace her as their mother with his new girlfriend. Chalese is not "obstinate and  
23 unyielding" for not agreeing to supervised visitation for four hours per week. His  
24  
25  
26

1 position on this is completely unreasonable and, yes, Chalese is willing to incur  
2 \$30,000.00 in attorney's fees to fight for joint custody of her children.

3 Adam's assertion that Chalese "should have discussed a litigation budget  
4 with her counsel in order to keep cost down instead of spending as if money were  
5 no object" goes *directly* against the reasoning in *Sargeant*, which states that a  
6 spouse "***must be*** afforded her day in court" and be "able to meet her adversary in  
7 the courtroom ***on an equal basis.***"  
8

9 What *Sargeant* does not say is that a disadvantaged spouse is only entitled  
10 to "budget" legal services while the other spouse can pay whatever needs to be  
11 paid to steamroll the disadvantaged spouse into bending to his wishes. Chalese is  
12 entitled to *Sargeant* fees under Nevada law.  
13

## 14 **II. OPPOSITION TO COUNTERMOTION**

15 Adam earns about seven times more than Chalese earns and has an  
16 unlimited pool of gift funds from his father available for his use. This matter  
17 cannot be "resolved amicably between the parties" so long as Adam maintains his  
18 admitted position that he believes the children should be cared for by his girlfriend  
19 rather than their mother. Much of the fees Chalese has incurred in this action were  
20 to defend herself against the all-out legal attack on her by Adam and his unlimited  
21 access to fees for lawyers and private investigators.  
22

23 Moreover, Adam ignores the fact that the parties are still married and,  
24 therefore, Adam's income is still community property, in which Chalese has a  
25

1 community interest. Chalese's motion was brought in good faith. In contrast,  
2 Adam makes statements in his opposition that are blatantly untrue, as shown by  
3 the evidence in this reply. Adam is not entitled to fees.  
4

5 **I. CONCLUSION**

6 WHEREFORE, based on the foregoing, Defendant, **Chalese Marie**  
7 **Solinger**, respectfully requests that this court enter orders granting her the relief  
8 requested in her motion and denying Plaintiff's counter-motion.

9 DATED this 4<sup>th</sup> day of November, 2019.

10 PECOS LAW GROUP

11  #19192

12 **Bruce I. Shapiro, Esq.**

13 Nevada Bar No. 4050

14 **Jack W. Fleeman, Esq.**

15 Nevada Bar No. 10584

16 PECOS LAW GROUP

17 8925 South Pecos Road, Suite 14A

18 Henderson, Nevada 89074

19 *Attorneys for Defendant*

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**DECLARATION OF CHALESE SOLINGER**

I, **Chalese Solinger**, am the Defendant in the above entitled action. I make this declaration under penalty of perjury in support of the foregoing reply and opposition.

I have read the reply and opposition and hereby certify that the facts set forth therein are true of my own personal knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, I believe them to be true. I incorporate those facts into this Declaration as though fully set forth herein.

**I Declare under penalty of perjury that the foregoing is true and correct.**

DATED this \_\_\_\_\_ day of November, 2019.



\_\_\_\_\_  
CHALESE SOLINGER

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of PECOS LAW  
3 GROUP, and that on this 24<sup>th</sup> day of November, 2019, I served a copy of  
4 REPLY TO OPPOSITION TO DEFENDANT'S MOTION FOR TEMPORARY SPOUSAL  
5 SUPPORT AND PRELIMINARY ATTORNEY'S FEES AND OPPOSITION TO  
6 COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS as follows:

7  By placing same to be deposited for mailing in the United States Mail,  
8 in a sealed envelope upon which first class postage was prepaid in Las Vegas,  
9 Nevada: and/or

10  Pursuant to NEFCR 9, by mandatory electronic service through the  
11 Eighth Judicial District Court's electronic filing system: and/or

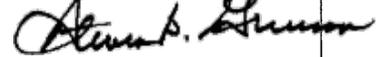
12  Pursuant to EDCR 7.26, to be sent via facsimile; and/or

13  To be hand-delivered to the attorneys listed below at the address and/or  
14 facsimile number indicated below:

14 Vincent Mayo	VMGroup@TheAbramsLawFirm.com
15 admin email	email@pecoslawgroup.com
16 Jack Fleeman	jack@pecoslawgroup.com
17 Amy Robinson	amy@pecoslawgroup.com
18 Angela Romero	angela@pecoslawgroup.com
19 Alicia Exley	alicia@pecoslawgroup.com
20 Bruce Shapiro	bruce@pecoslawgroup.com

21  
22 

23  
24 ALICIA EXLEY,  
25 An employee of PECOS LAW GROUP



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**EXHS**  
**Bruce I. Shapiro, Esq.**  
Nevada Bar No. 004050  
**Jack W. Fleeman, Esq.**  
Nevada Bar No. 010584  
PECOS LAW GROUP  
8925 South Pecos Road, Suite 14A  
Henderson, Nevada 89074  
Telephone: (702) 388-1851  
Facsimile: (702) 388-7406  
Email: [Bruce@pecoslawgroup.com](mailto:Bruce@pecoslawgroup.com)  
*Attorneys for Defendant*

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

**Adam Michael Solinger,**  
  
Plaintiff,  
  
vs.  
  
**Chalese Marie Solinger,**  
  
Defendant.

Case No. **D-19-582245-D**  
Dept No. **I**

**EXHIBITS TO**  
**REPLY TO OPPOSITION TO DEFENDANT’S MOTION FOR TEMPORARY SPOUSAL**  
**SUPPORT AND PRELIMINARY ATTORNEY’S FEES**  
**AND**  
**OPPOSITION TO COUNTERMOTION FOR ATTORNEY’S FEES AND COSTS**

EXHIBIT A:	Records from Dr. Hoban	001018- 001021
EXHIBIT B:	Records subpoenaed from Smoke Shop	001229- 001231

1	EXHIBIT C:	Title to Home Purchased for Adam by his Parents	DEF000161-000164
2	EXHIBIT D:	Proposed Child Support Guidelines	DEF000469-000492

3  
4  
5 **DATED** this 4<sup>th</sup> day of November, 2019.

6 PECOS LAW GROUP

7  
8  11/14/19

9 **Bruce I. Shapiro, Esq.**

10 Nevada Bar No. 004050

11 **Jack W. Fleeman, Esq.**

12 Nevada Bar No. 010584

13 8925 South Pecos Road, Suite 14A

14 Henderson, Nevada 89074

15 *Attorneys for Defendant*

1  
2 **CERTIFICATE OF SERVICE**

3 Pursuant to NRCP 5(b), I certify that I am an employee of PECOS LAW GROUP,  
4 and that on this 4<sup>th</sup> day of November, 2019, I served a copy of EXHIBITS  
5 TO REPLY TO OPPOSITION TO DEFENDANT'S MOTION FOR TEMPORARY SPOUSAL  
6 SUPPORT AND PRELIMINARY ATTORNEY'S FEES AND OPPOSITION TO COUNTERMOTION  
7 FOR ATTORNEY'S FEES AND COSTS as follows:

8  By placing same to be deposited for mailing in the United States Mail, in a  
9 sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada:  
10 and/or

11  Pursuant to NEFCR 9, by mandatory electronic service through the Eighth  
12 Judicial District Court's electronic filing system: and/or

13  Pursuant to EDCR 7.26, to be sent via facsimile; and/or

14  To be hand-delivered to the attorneys listed below at the address and/or  
15 facsimile number indicated below:

16 Vincent Mayo	VMGroup@TheAbramsLawFirm.com
17 admin email	email@pecoslawgroup.com
18 Jack Fleeman	jack@pecoslawgroup.com
19 Amy Robinson	amy@pecoslawgroup.com
20 Bruce Shapiro	bruce@pecoslawgroup.com
21 Alicia Exley	alicia@pecoslawgroup.com
22 Angela Romero	Angela@pecoslawgroup.com

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ALICIA EXLEY,  
An employee of PECOS LAW GROUP

# EXHIBIT "A"

Patient Name: Solinger, Marie	Patient ID: 753602	SSN: 000-00-0000	Chart #:
Provider: Hoban, Ashley	Current Chart	Dates: 09/04/19( saved )09/04/19(printed)	

**Patient Clinical Notes - 09/14/17 through 09/04/19**

<u>DATE</u>	<u>PATIENT ID</u>	<u>DR</u>	<u>CODE</u>	<u>TOOTH</u>	<u>SURF</u>	<u>REFERENCE</u>
-------------	-------------------	-----------	-------------	--------------	-------------	------------------

got sick, mom said it was probably a Virus.

SDF stained #E, #F, #O and #P. all surfaces feel hard wit the explorer. Dr informed mom we will try to hold off on fixing the cavities until she's a little older and the first molars come in.

NV: 3 Month Varnish  
 Provider/ Assistant: AH/ CZ  
 {09/11/18}

11/05/18	753602	4	1206.00			Fluoride Varnish
----------	--------	---	---------	--	--	------------------

Note: 3 Month Varnish  
 Frankel scale:  
 HH checked  
 Parents present: mom  
 Pt weight: 18 lbs

Varnish Flavor: cherry  
 Dry teeth and apply topical fluoride varnish. Post op instructions given. Ok to eat and drink as normal with the exception of hot liquids and/or hard or crunchy food for four hours.

Additional Notes:  
 NV: Recall  
 Assistant: AH/RN {11/05/18}

02/26/19	753602	4	120.00			Recall
----------	--------	---	--------	--	--	--------

Note: Patient presents for recall exam with: Mom  
 Health history reviewed and there are no changes.  
 Weight: 21 lb's  
 Chief complaint: Mom wants to know when can we fix the teeth that had SDF.  
 Radiographs made: none  
 Social story update:

Prophy/floss/varnish  
 Oral hygiene: Good  
 Scaling Needed: No

Occlusion: UTO

Caries Risk: Moderate

Additional findings: Dr. talked to mom about treating patient for Tx. Dr. advised mom patient will need to be sedated or under general anesthesia for Tx. if patient would be treated in office with IV patient will need to weight about 24 lb's. if treated in the surgery center there is not really a weight limit. Dr. went over the tx plan with mom.

#B- Sealant  
 #E- porcelain Crown  
 #F- Porcelain Crown  
 #I- Sealant  
 #L- Sealant

Continued on next page...

Date: 09/04/19

Page 4

Patient Name: Solinger, Marie	Patient ID: 753602	SSN: 000-00-0000	Chart #:
Provider: Hoban, Ashley	Current Chart	Dates: 09/04/19( saved )09/04/19(printed)	

**Patient Clinical Notes - 09/14/17 through 09/04/19**

DATE	PATIENT ID	DR	CODE	TOOTH	SURF	REFERENCE
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#5- Sealant

Frankel: F1  
Pt Behavior: patient sat on moms lap. patient cried.

Post treatment instructions given for fluoride treatment.  
Next Visit: CR  
Provider/Assistant: AH/ CZ (02/26/19)

02/26/19	753602	4	9420.70			Out Patient Consult W/Parent Or Guardian
----------	--------	---	---------	--	--	--

Note: spoke w/mom  
scheduled for out patient at Specialty for dos:3/20/19

out-packet provided.

Informed parent that the General Anesthesia Packet as well as the Facility/Anesthesia and Financial Consents must be read, signed and returned at earliest opportunity.

Discussed importance of scheduling with the pediatrician NOW, 8-14 days prior to the scheduled treatment date. Pediatrician must complete the H&P/blue form and return no later than the Monday afternoon prior to tx date.

Estimated copayment \$ 1837.50 which includes 25%discount per Dr Hoban

Discussed that dental preauthorization will be sent. once received, their co-payment will be updated to the treatment proposal given. Parent aware we will collect payment or discuss financial arrangements prior to treatment date.

Explained that a letter of medical necessity will be sent to their medical insurance regarding approval for facility and anesthesia. Informed parent that because we are not the billing provider, their insurance will provide the authorization but we are not given info about co-payments. they will need to speak with their insurance or the facility regarding copayments.

Parent had no questions at this time. Strongly recommended that parent read through all the documentation provided. IF they have any questions or concerns, don't hesitate to call!

JN (02/26/19)

03/04/19	753602	4	0.00			Dr Spoke To Dad
----------	--------	---	------	--	--	-----------------

Note: Dad called to talk to Dr Hoban, He wanted to know if Crowns for #E, F, O,P were medically necessary, Dr Hoban said that the SDF was medically necessary to help arrest the decay until pt is old enough to handle tx in office, and that applying crowns are for aesthetic reasons only (To cover the black areas that were arrested from SDF). Dad said that he wants to wait to treat teeth again only if the decay becomes active. Dr was ok with that, but did explain to dad that they we may have to reapply the SDF.

JM (03/04/19)

03/12/19	753602	4	0.00			Notes
----------	--------	---	------	--	--	-------

Note: called mom to confirm CR date and she said that we have to postpone it for now, because dad is  
Date: 09/04/19

Continued on next page...

Patient Name: Solinger, Marie	Patient ID: 753602	SSN: 000-00-0000 Chart #:
Provider: Hoban, Ashley	Current Chart	Dates: 09/04/19( saved )09/04/19(printed)

**Patient Clinical Notes - 09/14/17 through 09/04/19**

DATE	PATIENT ID	DR	CODE	TOOTH	SURF	REFERENCE
						making it impossible. I told her to call the office when she is ready, and if she has any questions or concerns JM [03/12/19]

04/17/19	753602	4	140.00			PFE
----------	--------	---	--------	--	--	-----

Note: PFE Parent Present: Mom  
Frankel scale: F-0  
HH checked  
Weight: 24 lbs  
Xrays: none

Pt's complaint: Pt has broken #B- All surface fracture, E- Previous Lingual decay.

Additional notes: E, F, O, P -TX  
Pt has contusion on forehead and right cheek  
Dr. HOBAN recommends TX to be done at this point it is medically necessary otherwise pt can lose her teeth  
NV: GA  
Provider/Assistant: AH/CS [04/17/19]

04/23/19	753602	4	9420.85			OR NOTE
----------	--------	---	---------	--	--	---------

Note: Dad called and wanted to know what was medically necessary because mom did not inform him. He said that the last time he spoke with Dr Hoban that it was not medically necessary to fix pt's teeth and that SDF would be enough. Dad thinks that mom is using pt's fall at daycare as an opportunity to get pt under to fix "black teeth". I told dad that I spoke with Dr Hoban she said that it is now medically necessary and that SDF will no longer hold off the decay. I told him that although sealants aren't medically necessary, that its a good idea to help protect pt's teeth. I also told dad that pt needs Nusmiles on ant. teeth and she may porcelain or Nusmiles depending on how well they seat/look. Dad said ok that was fine. I updated the treatment plan and sent a copy to dad and mom. I also called mom and left a message about the conversation I had with dad  
JM [04/23/19]

05/13/19	753602	4	0.00			Or Note
----------	--------	---	------	--	--	---------

Note: Mom called earlier in the day today to cancel OR because dad didn't take pt to peds. Dad called this afternoon wanting to pay for OR and we informed him that mom cancelled the appt. Dad was unaware. I told dad that he needs to contact mom and figure this out and as for now Pt is scheduled in July  
JM [05/13/19]

06/10/19	753602	4	0.00			Or Note
----------	--------	---	------	--	--	---------

Note: Dad called the office and stated that he got a second opinion from Just For Kids and they applied SDF to hold pt over. Dad stated that the dentist there said he would wait on putting pt under because she is just under the recommended weight for GA (she weighed in at 20 kilos). I told dad that ultimately he is the parent, and if he isn't comfortable then we don't have to proceed. Dad said that pt's lip is swollen but isn't sure if it pertains to her teeth. I told him she is scheduled for this Wednesday, so if it does pertain then we can fix the problem. Dad said that pt

Continued on next page...

Date: 09/04/19

Page 6

Patient Name: Solinger, Marie	Patient ID: 753602	SSN: 000-00-0000 Chart #:
Provider: Hoban, Ashley	Current Chart	Dates: 09/04/19( saved )09/04/19(printed)

**Patient Clinical Notes - 09/14/17 through 09/04/19**

<u>DATE</u>	<u>PATIENT ID</u>	<u>DR</u>	<u>CODE</u>	<u>TOOTH</u>	<u>SURF</u>	<u>REFERENCE</u>
						is also starting to have discomfort as well. I told him to call mom and talk it over and to call me back to let me know what they decide. Dad said that mom keeps making all these decisions without consulting with him. JM [06/10/19]
06/12/19	753602	4	0.00		RX	
Note:	<p>Called in RX for Clindamycin 75mg/5ml Disp:120ml Directions:take 4ml TID for 10 Days for dental infection No refills. Called in by Jeannette. Dr Hoban tried to call it in from Specialty Surgical Center, but she was not able to get through. [06/12/19]</p>					
06/12/19	753602	4	0.00			Specialty Surgery Center
Note:	<p>Specialty Surgery Center HH checked Parent present: mom and dad Anesthesiologist: Dr. Rhee from: ACI IV placed: left arm X-Rays: 2 BW' and 6 PA's</p> <p>Prophy/varnish Sealants:#B, I,L S Pumice, etch, scotchbond, clinpro (sealant material) #E and F--extracted due to abscess #O and P Nusmile: Dr removed decay, prepped tooth, cemented on size (3 ) porcelain crown with, BIO cem. checked contacts and removed excess cement.</p> <p>Patient had upper lip swelling and purulent discharge. Dad had taken patient to just for kids a week ago where they placed SDF on #E,F,O , and P. No antibiotics given there.</p> <p>Throat Pack Removed at:9:06 a.m. Dr recommends: 3 month varnish Recommended Medication: Tylenol NV: OPPO Provider/Assistant: AH/ZG/AC [06/13/19]</p>					
06/26/19	753602	4	9430.05			
Note:	<p>OPPO Visit dad present HH CK: No CC</p> <p>Dad said pt is doing well. dad said pt finished round of antibiotics after 10 day course. Dr. Hoban told dad pts healing looks great and so does her lip. pt is eating well and doing great.</p>					

Continued on next page...

Date: 09/04/19

Page 7

**EXHIBIT “B”**



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4. That on the 27<sup>th</sup> day of September, 2019, affiant provided true and correct copies of said documents.

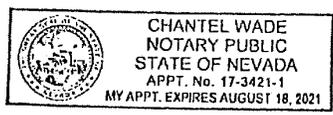
FURTHER, AFFIANT SAYETH NAUGHT.

Dated this 27<sup>th</sup> day of September, 2019.

*[Signature]*  
AFFIANT

SIGNED AND SWORN to before me this 27<sup>th</sup> day of September, 2019.

*[Signature]*  
NOTARY PUBLIC



SMOKE SHOP GIFTS  
6520 E LAKE MEAD BLVD  
LAS VEGAS, NV 89156  
702-437-1441

09/04/2019 13:38:11  
MID: XXXXXXXXXXXXX431 TID: XXXXX911

DEBIT CARD  
DEBIT SALE

Card # XXXXXXXXXXXXX2412  
Debit Card Type: 013  
Network: STAR  
Chip Card: US DEBIT  
AID: A0000000960640  
SEQ #: 11  
Batch #: 5  
Trans #: 992  
Approval Code: 471581  
Entry Method: Chip Read  
Mode: Issuer - PIN Verified

SALE AMOUNT \$93.06

Signature Not Required  
CHALESE M SOLINGER  
ALL SALES FINAL  
THANK YOU  
MERCHANT COPY

SMOKE SHOP GIFTS  
6520 E LAKE MEAD BLVD  
LAS VEGAS, NV 89156  
702-437-1441

09/04/2019 15:05:59  
MID: XXXXXXXXXXXXX431 TID: XXXXX911

CREDIT CARD  
VISA SALE

Card # XXXXXXXXXXXXX5952  
Chip Card: VISA CREDIT  
AID: A000000031010  
SEQ #: 13  
Batch #: 5  
Trans #: 4  
Approval Code: 27693D  
TRANS ID: 309247792884184  
Entry Method: Chip Read  
Mode: Issuer  
Tax Amount: \$0.00

SALE AMOUNT \$21.64

X   
CHALESE M SOLINGER  
ALL SALES FINAL  
THANK YOU  
MERCHANT COPY

Adam Solinger001231

000900

**EXHIBIT “C”**

Inst #: 20190703-0001846

Fees: \$40.00

RPTT: \$3315.00 Ex #:

07/03/2019 02:16:00 PM

Receipt #: 3756195

Requestor:

CHICAGO TITLE LAS VEGAS -

Recorded By: CHERIE Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

APN: 125-15-811-074

Affix R.P.T.T. \$3,315.00

WHEN RECORDED MAIL TO and MAIL TAX  
STATEMENT TO:

**MICHAEL SOLINGER AND DIANNE L.  
SOLINGER AND JESSICA ANN SELLERS  
2139 COURT SIDE CIRCLE**

**CARSON CITY, NV 89703**

ESCROW NO: 19030599-146-KLK

---

**GRANT, BARGAIN, SALE DEED**

THIS INDENTURE WITNESSETH: That

Dena Del Balzo, Trustee of The Dena Del Balzo Living Trust u/a 09-30-04

in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby  
acknowledged, do hereby Grant, Bargain, Sell and Convey to

Michael Solinger and Dianne L. Solinger, husband and wife and Jessica Ann Sellers, an  
unmarried woman, all as Joint Tenants.

all that real property situated in the County of Clark, State of Nevada, bounded and described as  
follows:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

Subject to:     1.     Taxes for the current fiscal year, paid current.  
                  2.     Conditions, covenants, restrictions, reservations, rights, rights of way and  
                          easements now of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto  
belonging or in anywise appertaining.

Witness my/our hand(s) this 28<sup>th</sup> day of June, 2019.

**SELLER:**

The Dena Del Balzo Living Trust u/a  
09-30-04

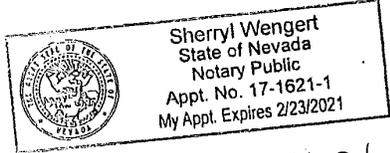
[Signature]  
By: Dena Del Balzo, Trustee

Dena Del Balzo, Trustee

STATE OF Nevada )  
COUNTY OF Clark ) ss.

On this June 28, 2019 appeared before me, a Notary Public,  
**By: Dena Del Balzo, Trustee of The Dena Del Balzo Living Trust u/a 09-30-04**  
personally known or proven to me to be the person(s) whose name(s) is/are subscribed to  
the above instrument, who acknowledged that he/she/they executed the instrument for the  
purposes therein contained.

[Signature]  
Notary Public  
My commission expires: 2/23/21



#17-1621-1  
exp 2/23/21

Escrow No.: 19030599-146-KLK

**EXHIBIT A  
LEGAL DESCRIPTION**

PARCEL I:

LOT ONE HUNDRED TEN (110) IN BLOCK "E" OF WYETH RANCH- UNIT 2, ON FILE IN BOOK 112 OF PLATS, PAGE 8, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

A NON-EXCLUSIVE EASEMENT OF INGRESS, EGRESS, USE AND ENJOYMENT OF THE COMMON LOTS AS SHOWN ON THE ABOVE MAP, AND AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED OCTOBER 4, 2002 IN BOOK 20021004 AS DOCUMENT NO. 01353, AND AS THE SAME MAY BE AMENDED FROM TIME TO TIME.

**STATE OF NEVADA  
DECLARATION OF VALUE FORM**

1. Assessor Parcel Numbers:

- a) 125-15-811-074
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

2. Type of Property:

- a)  Vacant Land
- b)  Single Fam. Res.
- c)  Condo/Twnhse
- d)  2-4 Plex
- e)  Apt. Bldg
- f)  Comm'l/Ind'l
- g)  Agricultural
- h)  Mobile Home
- i)  Other: \_\_\_\_\_

FOR RECORDER'S OPTIONAL USE ONLY	
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

- 3. a) Total Value/Sales Price of Property: \$650,000.00
- b) Deed in Lieu of Foreclosure Only (value of property): \$(0.00)
- c) Transfer Tax Value: \$650,000.00
- d) Real Property Transfer Tax Due: \$3,315.00

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: \_\_\_\_\_
- b. Explain Reason for Exemption: \_\_\_\_\_

- 5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: [Signature] Capacity: Grantor

Signature: \_\_\_\_\_ Capacity: Grantee

**SELLER (GRANTOR) INFORMATION  
(REQUIRED)**

Print Name: The Dena Del Balzo Living Trust  
u/a 09-30-04  
 Address: 1004 Duckhorn Ct #204  
 City, St., Zip: LV NV, 89144

**BUYER (GRANTEE) INFORMATION  
(REQUIRED)**

Print Name: Michael Solinger, Bianne L. Solinger  
and Jessica Ann Solinger  
 Address: 2139 Court Side Cir  
 City, St., Zip: CARSON CITY, NV 89703

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

Print Name: Chicago Title of Nevada, Inc. Escrow #: 19030599-146-KLK  
 Address: 9075 W. Diablo Drive, #100  
 City/State/Zip: Las Vegas, NV 89148

as a public record this form may be recorded/microfilmed

# EXHIBIT “D”

STEVE SISOLAK  
Governor



RICHARD WHITLEY, MS  
Director

STEVE H. FISHER  
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
**DIVISION OF WELFARE AND SUPPORTIVE SERVICES**  
1470 College Parkway Carson City, NV, 89706  
Telephone (775) 684-0500 • Fax (775) 684-0614  
<http://dwss.nv.gov>

## **NOTICE OF HEARING FOR THE ADOPTION OF REGULATIONS**

Intent to Adopt Regulations

LCB File No. R183-18

NOTICE IS HEREBY GIVEN that the Division of Welfare and Supportive Services will hold a public hearing to adopt the Child Support Guidelines as drafted R183-18.

The public hearing will be conducted via videoconference beginning at 1:00 PM on Tuesday, August 20, 2019, at the following locations:

<p><b>Legislative Counsel Building</b> <b>401 South Carson Street</b> <b>Hearing Room 2135</b> <b>Carson City, NV</b></p>	<p><b>Grant Sawyer State Office Building</b> <b>555 East Washington Avenue</b> <b>Hearing Room 4412</b> <b>Las Vegas, NV</b></p>
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If unable to attend in person, teleconferencing will be available. Please call in with one of the following numbers:

(702) 486-8777 (South)  
(775) 684-8777 (North)  
Access Code: 7777

This public hearing will be conducted in accordance with NRS 241.020, Nevada's Open Meeting Law.

### **AGENDA**

1.	Public hearing presentation on proposed amendments to NAC Chapter 425 in LCB File No. R183-18.
2.	Public Comment on proposed amendments to NAC Chapter 425 in LCB File No. R183-18.
3.	Consideration and adoption of proposed amendments to NAC Chapter 425, LCB File No. R183-18, Child Support Guidelines <i>For Possible Action</i>
4.	Public Comment
5.	Adjournment

The proposed changes will revise Chapter 425 of the Nevada Administrative Code and are being proposed in accordance with NRS 425.620.

The proposed changes to NAC 425 include the following:

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- This regulation establishes the child support guidelines that will be used to calculate child support in this State upon the effective date of this regulation.
- Defines “gross income” for the purposes of calculating child support.
- Defines an “obligee” as a person who is entitled to receive child support.
- Defines an “obligor” as a person who incurs a legal obligation to provide child support.
- Requires any child support order to be based on an obligor’s earnings, income and other evidence of ability to pay.
- Authorizes the parties to a child support proceeding to stipulate to an amount of child support that does not comply with the child support guidelines established in this regulation and sets forth the requirements that such a stipulation must satisfy in order to be binding.
- Provides that a court may reject such a stipulation if it is a product of coercion or the amount of child support does not meet the needs of the child.
- Requires the monthly gross income of each obligor to be determined by stipulation of the parties or the court.
- Authorizes the court to impute income to an obligor who is underemployed or unemployed without good cause and requires the court to take into consideration the specific circumstances of the obligor.
- Requires the court to make an equitable division of the reasonable costs of child care.
- Requires every child support order that is issued or modified in this State to include a provision specifying that medical support is required to be provided for the child and any details relating to such a requirement.
- Establishes the schedule for determining the base child support obligation of an obligor based on the number of children who will receive support and the monthly gross income of the obligor.
- Requires child support to be established using a low-income schedule based on the federal poverty guidelines if the court determines that the total economic circumstances of an obligor limit his or her ability to pay the base child support obligation determined.
- Authorizes the court to establish an appropriate child support obligation if the monthly gross income of an obligor is below the lowest level set forth in the low-income schedule.
- Authorizes the court to adjust any child support obligation in accordance with the specific needs of the child and the economic circumstances of the parties.
- Provides that the incarceration or involuntary institutionalization of an obligor for a period of 180 consecutive days or more, or the release from such incarceration or involuntary institutionalization, constitutes a substantial change in circumstances that warrants the review and, if appropriate, adjustment of a child support order.
- Prohibits incarceration or involuntary institutionalization from being treated as voluntary unemployment.
- Establishes provisions relating to the automatic termination of a child support obligation if a child support order pertains to: (1) only one child; or (2) more than one child but allocates a specific amount of the total child support obligation to each child.
- Provides that if a child support order pertains to more than one child and does not allocate a specific amount of the total child support obligation to each child, a person who wishes to modify the order when a child reaches 18 years of age or, if the child is still in high school, graduates from high school or reaches 19 years of age, whichever comes first, the person must file a motion to modify the order or submit a stipulation between the parties to the court.
- Sets forth a notice that must be included in any child support order that pertains to more than one child and does not allocate a specific amount of the total child support obligation to each child.
- Requires any modification or adjustment of a child support order to be based upon a change in circumstances unless otherwise authorized by law or regulation.

1. Anticipated effects on the business which NAC 425 regulates:

A. *Adverse effects*: No adverse effects on any businesses are anticipated.

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- B. *Beneficial*: Do not anticipate regulations affecting any businesses.
  - C. *Immediate*: No immediate effects on any businesses are anticipated.
  - D. *Long-term*: No long-term effects on any businesses are anticipated.
2. Anticipated effects on the public:
- A. *Adverse*: No adverse effects on the public are anticipated.
  - B. *Beneficial*: It is anticipated that child support obligations will be more realistic for parents ordered to pay support thereby increasing the likelihood of consistent payments for parents receiving child support.
  - C. *Immediate*: Child support obligations court ordered on or after the proposed effective date will be based on the proposed guidelines. Existing child support obligations eligible for modification on or after the proposed effective date will be based on the proposed guidelines.
  - D. *Long-term*: It is anticipated that child support case participants will benefit from the revised guidelines for the duration of their children's minority.
3. There are no estimated costs to the Division of Welfare and Supportive Services.

The currently effective regulations do not assess a fee and these programs have not paid any certification fees previously.

The proposed regulations do not overlap or duplicate any other Nevada state regulations.

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Members of the public may make oral comments at this meeting. Persons wishing to submit written testimony or documentary evidence may submit the material to Joy Tomlinson, AAIV, at the following address:

Division of Welfare and Supportive Services  
1470 E College Parkway, Ste 122  
Carson City, NV 89706

Members of the public who require special accommodations or assistance at the public hearing are required to notify Joy Tomlinson, AAIV, in writing to the DWSS, 1470 E College Parkway, Ste 122, Carson City, NV 89706, or by calling (775) 684-0698 at least five (5) working days prior to the date of the public workshop.

You may contact Joy Tomlinson, AAIV by calling (775) 684-0698 for further information on the proposed regulations.

A copy of the notice and the proposed regulations are on file for inspection and/or may be copied at the following locations during normal business hours:

Division of Welfare and Supportive Services 1470 College Parkway Carson City, NV	Division of Welfare and Supportive Services 1900 E Flamingo Road Las Vegas, NV
--	--

Nevada State Library and Archives  
100 Stewart Street  
Carson City, NV

A copy of the regulations and small business impact statement can be found on-line by going to:  
<https://dwss.nv.gov/Home/Features/Public-Information/>

A copy of the public hearing notice can also be found at Nevada Legislature’s web page:  
<https://www.leg.state.nv.us>

Division of Public & Behavioral Health 4150 Technology Way Carson City, Nevada 89706	Division of Welfare & Supportive Services Henderson Office 520 S. Boulder Highway Henderson, Nevada 89015	Division of Welfare & Supportive Services Central Office 1470 College Parkway Carson City, Nevada 89706
Division of Welfare & Supportive Services- Elko Office 1020 Ruby Vista Drive, #101 Elko, Nevada 89801	Division of Welfare & Supportive Services Reno Office 4055 S. Virginia Street Reno, Nevada 89502	Division of Welfare & Supportive Services Las Vegas Flamingo Office 3330 E. Flamingo, Suite 55 Las Vegas, Nevada 89121
Division of Welfare & Supportive Services Las Vegas Belrose Office 700 Belrose Street Las Vegas, Nevada 89701	Legislative Building 401 S. Carson Street Carson City, Nevada 89701	Grant Sawyer Building 555 East Washington Avenue Las Vegas, Nevada 89101

Copies may be obtained in person, by mail, or by calling (775) 684-0698.

Copies may also be obtained from any of the public libraries listed below:

Carson City Library 900 North Roop Street Carson City, NV 89702	Churchill County Library 553 South Main Street Fallon, NV 89406	Douglas County Library 1625 Library Lane Minden, NV 89423
Esmeralda County Library Corner of Crook and 4th Street Goldfield, NV 89013	Eureka Branch Library 210 South Monroe Street Eureka, NV 89316-0283	Humboldt County Library 85 East 5 <sup>th</sup> Street Winnemucca, NV 89445-3095
Lander County Library 625 South Broad Street Battle Mountain, NV 89820-0141	Lincoln County Library 93 Maine Street Pioche, NV 89043-0330	Lyon County Library 20 Nevin Way Yerington, NV 89447-2399
Mineral County Library 110 1 <sup>st</sup> Street Hawthorne, NV 89415-1390	Pahrump Library District 701 East Street Pahrump, NV 89041-0578	Pershing County Library 1125 Central Avenue Lovelock, NV 89419-0781
Storey County Library 95 South R Street Virginia City, NV 89440	Tonopah Public Library 167 Central Street Tonopah, NV 89049-0449	Washoe County Library 301 South Center Street Reno, NV 89505
White Pine County Library 950 Campton Street Ely, NV 89301-1965		

Per NRS 233B.064(2), upon adoption of any regulations, the agency, if requested to do so by an interested person, either prior to adoption or within 30 days thereafter, shall issue a concise statement of the principal reasons for and against its adoption, and incorporate therein its reason for overruling the consideration urged against its adoption.

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**REVISED PROPOSED REGULATION OF THE  
ADMINISTRATOR OF THE DIVISION OF  
WELFARE AND SUPPORTIVE SERVICES OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**LCB File No. R183-18**

July 3, 2019

EXPLANATION – Matter in *italics* is new; matter in brackets ~~[omitted material]~~ is material to be omitted.

AUTHORITY: §§1-23, NRS 425.620.

A REGULATION relating to child support; establishing the child support guidelines that will be used to calculate child support in this State upon the effective date of this regulation; and providing other matters properly relating thereto.

**Legislative Counsel's Digest:**

Existing federal law and regulations require each state to establish child support guidelines and to review such guidelines at least once every 4 years to ensure that the application of such guidelines results in appropriate awards of child support. (42 U.S.C. § 667(a); 45 C.F.R. § 302.56(e)) Existing federal regulations also establish minimum standards for such guidelines. (45 C.F.R. § 302.56(c)) Existing Nevada law establishes the general formula used to calculate child support and sets forth several other related provisions. (NRS 125B.070-125B.085, 125B.095) Existing Nevada law also requires: (1) the Committee to Review Child Support Guidelines to review the existing child support guidelines established in this State and provide any recommendations for revisions to the Administrator of the Division of Welfare and Supportive Services of the Department of Health and Human Services; and (2) the Administrator, after reviewing and considering such recommendations, to adopt regulations establishing the child support guidelines in this State. (NRS 425.620) The regulations adopted by the Administrator will replace the guidelines currently set forth in existing law.

This regulation establishes the child support guidelines that will be used to calculate child support in this State upon the effective date of this regulation. **Section 4** of this regulation defines “gross income” for the purposes of calculating child support. **Section 5** of this regulation defines an “obligee” as a person who is entitled to receive child support, and **section 6** of this regulation defines an “obligor” as a person who incurs a legal obligation to provide child support. **Section 8** of this regulation requires any child support order to be based on an obligor’s earnings, income and other evidence of ability to pay.

**Section 9** of this regulation authorizes the parties to a child support proceeding to stipulate to an amount of child support that does not comply with the child support guidelines established in this regulation and sets forth the requirements that such a stipulation must satisfy in order to be binding. **Section 9** also provides that a court may reject such a stipulation if it is a product of coercion or the amount of child support does not meet the needs of the child.

**Section 11** of this regulation requires the monthly gross income of each obligor to be determined by stipulation of the parties or the court. **Section 12** of this regulation authorizes the court to impute income to an obligor who is underemployed or unemployed without good cause and requires the court to take into consideration the specific circumstances of the obligor.

**Section 13** of this regulation requires the court to make an equitable division of the reasonable costs of child care, and **section 14** of this regulation requires every child support order that is issued or modified in this State to include a provision specifying that medical support is required to be provided for the child and any details relating to such a requirement.

**Section 15** of this regulation establishes the schedule for determining the base child support obligation of an obligor based on the number of children who will receive support and the monthly gross income of the obligor. **Section 16** of this regulation requires child support to be established using a low-income schedule based on the federal poverty guidelines if the court determines that the total economic circumstances of an obligor limit his or her ability to pay the base child support obligation determined pursuant to **section 15**. **Section 16** also authorizes the court to establish an appropriate child support obligation if the monthly gross income of an obligor is below the lowest level set forth in the low-income schedule. **Section 17** of this regulation authorizes the court to adjust any child support obligation in accordance with the specific needs of the child and the economic circumstances of the parties.

**Section 18** of this regulation provides that the incarceration or involuntary institutionalization of an obligor for a period of 180 consecutive days or more, or the release from such incarceration or involuntary institutionalization, constitutes a substantial change in circumstances that warrants the review and, if appropriate, adjustment of a child support order. **Section 18** also prohibits incarceration or involuntary institutionalization from being treated as voluntary unemployment.

**Section 19** of this regulation establishes provisions relating to the automatic termination of a child support obligation if a child support order pertains to: (1) only one child; or (2) more than one child but allocates a specific amount of the total child support obligation to each child. **Section 19** provides that if a child support order pertains to more than one child and does not allocate a specific amount of the total child support obligation to each child, a person who wishes to modify the order when a child reaches 18 years of age or, if the child is still in high school, graduates from high school or reaches 19 years of age, whichever comes first, the person must file a motion to modify the order or submit a stipulation between the parties to the court. **Section 20** of this regulation sets forth a notice that must be included in any child support order that pertains to more than one child and does not allocate a specific amount of the total child support obligation to each child.

**Section 21** of this regulation requires any modification or adjustment of a child support order to be based upon a change in circumstances unless otherwise authorized by law or regulation.

**Section 1.** Chapter 425 of NAC is hereby amended by adding thereto the provisions set forth as sections 2 to 21, inclusive, of this regulation.

**Sec. 2.** *As used in sections 2 to 21, inclusive, of this regulation, unless the context otherwise requires, the words and terms defined in sections 3 to 7, inclusive, of this regulation have the meanings ascribed to them in those sections.*

**Sec. 3.** *“Child support obligation” means the amount of child support that is required to be paid by an obligor.*

**Sec. 4. 1.** *“Gross income” includes, without limitation:*

*(a) Salary and wages, including, without limitation, money earned from overtime pay if such overtime pay is substantial, consistent and can be accurately determined.*

*(b) Interest and investment income, not including the principal.*

*(c) Social security disability benefits and old-age insurance benefits under federal law.*

*(d) Any periodic payment from a pension, retirement plan or annuity which is considered remuneration for employment.*

*(e) Net proceeds resulting from workers’ compensation or other personal injury awards intended to replace income.*

*(f) Unemployment insurance.*

*(g) Income continuation benefits.*

*(h) Voluntary contributions to a deferred compensation plan, employee contributions to an employee benefit or profit-sharing plan, and voluntary employee contributions to any pension*

*or retirement account, regardless of whether the account provides for tax deferral or avoidance.*

*(i) Military allowances and veterans' benefits.*

*(j) Compensation for lost wages.*

*(k) Undistributed income of a business entity in which a party has an ownership interest sufficient to individually exercise control over or access the earnings of the business, unless the income is included as an asset for the purposes of imputing income pursuant to section 12 of this regulation. As used in this paragraph:*

*(1) "Reasonable allowance for economic depreciation" means the amount of depreciation on assets computed using the straight-line method and useful lives as determined under federal income tax laws and regulations.*

*(2) "Undistributed income" means federal taxable income of a business entity plus depreciation claimed on the federal income tax return of the business less a reasonable allowance for economic depreciation.*

*(l) Child care subsidy payments if a party is a child care provider.*

*(m) Alimony.*

*(n) Except as otherwise provided in subsection 2, all other income of a party, regardless of whether such income is taxable.*

*2. The term does not include:*

*(a) Child support received.*

*(b) Foster care or kinship care payments.*

*(c) Benefits received under the federal Supplemental Nutrition Assistance Program.*

*(d) Cash benefits paid by a county.*

*(e) Supplemental security income benefits and state supplemental payments.*

*(f) Except as otherwise provided in paragraph (l) of subsection 1, payments made for social services or any other public assistance benefits.*

*(g) Compensation for losses, including, without limitation, both general and special damages, from personal injury awards not intended to replace income.*

*3. This section must not be construed to limit income withholding or the assignment of workers' compensation benefits for the collection of child support.*

*Sec. 5. "Obligee" means a person who is entitled to receive payments for the support of one or more children pursuant to an order.*

*Sec. 6. "Obligor" means a person who incurs a legal obligation to provide support for one or more children pursuant to an order. If the parties have joint physical custody of at least one child, each party is an obligor.*

*Sec. 7. "Order" has the meaning ascribed to "order for the support of a child" in NRS 125B.145.*

*Sec. 8. 1. Any order must be based on the obligor's earnings, income and other evidence of ability to pay.*

*2. It is presumed that the basic needs of a child are met by a child support obligation established pursuant to the guidelines set forth in sections 2 to 21, inclusive, of this regulation, however, this presumption may be rebutted by evidence proving that the needs of a particular child are not met or are exceeded by such a child support obligation.*

*3. If the court establishes a child support obligation that is greater or less than the child support obligation that would be established pursuant to the guidelines set forth in sections 2 to 21, inclusive, of this regulation, the court must:*

- (a) Set forth findings of fact as to the basis for the deviation from the guidelines; and*
- (b) Provide in the findings of fact the child support obligation that would have been established pursuant to the guidelines.*

*Sec. 9. 1. In lieu of having a child support obligation determined pursuant to the guidelines set forth in sections 2 to 21, inclusive, of this regulation, the parties may stipulate to a child support obligation that does not comply with such guidelines. To be binding, such a stipulation must be in writing and:*

- (a) Set forth the current monthly gross income of each party;*
- (b) Specify what the child support obligation would be under the guidelines;*
- (c) Provide notice to both parties that, if either party seeks a review of the stipulated child support obligation for any authorized reason, the court will calculate the child support obligation in accordance with the child support guidelines in effect at the time of the review;*
- (d) Contain a certification by the obligee that he or she is not currently receiving public assistance and has not applied for public assistance;*
- (e) Certify that the basic needs of the child are met or exceeded by the stipulated child support obligation; and*
- (f) Be approved and adopted as an order of the court.*

*2. Notwithstanding the provisions of subsection 1, a court may reject a stipulation if the court determines that the stipulation is a product of coercion or the child support obligation does not meet the needs of the child.*

*Sec. 10. 1. If the parties do not stipulate to a child support obligation pursuant to section 9 of this regulation, the court must determine the child support obligation in accordance with the guidelines set forth in sections 2 to 21, inclusive, of this regulation.*

2. *If a party has primary physical custody of a child, he or she is deemed to be the obligee and the other party is deemed to be the obligor, and the child support obligation of the obligor must be determined.*

3. *If the parties have joint physical custody of a child, the child support obligation of each party must be determined. After each party's respective child support obligation is determined, the child support obligations must be offset so that the party with the higher child support obligation pays the other party the difference.*

4. *If the parties have two or more children and each party has joint physical custody of at least one, but not all, of the children, the total child support obligation of each party must be determined based on the number of children to whom each party owes a child support obligation. After each party's respective child support obligation is determined, the child support obligations must be offset so that the party with the higher child support obligation pays the other party the difference.*

**Sec. 11. 1. *The monthly gross income of each obligor must be determined by:***

*(a) Stipulation of the parties; or*

*(b) The court, after considering all financial or other information relevant to the earning capacity of the obligor.*

2. *In determining the monthly gross income of each obligor, the court may direct either party to furnish financial information or other records, including, without limitation, any income tax returns.*

**Sec. 12. 1. *If after taking evidence, the court determines that an obligor is underemployed or unemployed without good cause, the court may impute income to the obligor.***

2. *If the court imputes income, the court must take into consideration, to the extent known, the specific circumstances of the obligor, including, without limitation:*

*(a) The obligor's:*

*(1) Assets;*

*(2) Residence;*

*(3) Employment and earnings history;*

*(4) Job skills;*

*(5) Educational attainment;*

*(6) Literacy;*

*(7) Age;*

*(8) Health;*

*(9) Criminal record and other employment barriers; and*

*(10) Record of seeking work;*

*(b) The local job market;*

*(c) The availability of employers willing to hire the obligor;*

*(d) The prevailing earnings level in the local community; and*

*(e) Any other relevant background factors in the case.*

Sec. 13. *The court must consider the reasonable costs of child care paid by either or both parties and make an equitable division thereof.*

Sec. 14. 1. *Every order issued or modified in this State must include a provision specifying:*

*(a) That medical support is required to be provided for the child; and*

*(b) Any details relating to that requirement.*

2. *As used in this section, “medical support” includes, without limitation, the payment of a premium for accessible medical, vision or dental coverage under a plan of insurance, including, without limitation, a public plan such as Medicaid or a reduced-fee plan such as the Children’s Health Insurance Program, that is reasonable in cost. For the purpose of this subsection:*

*(a) Coverage under a plan of insurance is “accessible” if the plan:*

*(1) Is not limited to coverage within a geographical area; or*

*(2) Is limited to coverage within a geographical area and the child resides within that geographical area.*

*(b) The payment of a premium for coverage under a plan of insurance is “reasonable in cost” if:*

*(1) The cost:*

*(I) To each party who is responsible for providing medical support is not more than 5 percent of the monthly gross income of the party; or*

*(II) Of adding a dependent child to any existing coverage for health care or the difference between individual and family coverage, whichever is less, is not more than 5 percent of the monthly gross income of the party; and*

*(2) The court assesses the plan of insurance, including the copayments, deductible and maximum out-of-pocket costs, and determines that the plan is reasonable in cost.*

**Sec. 15.** *Except as otherwise provided in section 16 of this regulation, the base child support obligation of an obligor must be determined according to the following schedule:*

*1. For one child, the sum of:*

*(a) For the first \$6,000 of an obligor’s monthly gross income, 16 percent of such income;*

*(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, 8 percent of such a portion; and*

*(c) For any portion of an obligor's monthly gross income that is greater than \$10,000, 4 percent of such a portion.*

*2. For two children, the sum of:*

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

*(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*

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

*3. For three children, the sum of:*

*(a) For the first \$6,000 of an obligor's monthly gross income, 26 percent of such income;*

*(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, 13 percent of such a portion; and*

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

*4. For four children, the sum of:*

*(a) For the first \$6,000 of an obligor's monthly gross income, 28 percent of such income;*

*(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, 14 percent of such a portion; and*

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

*5. For each additional child, the sum of:*

*(a) For the first \$6,000 of an obligor's monthly gross income, an additional 2 percent of such income;*

*(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, an additional 1 percent of such a portion; and*

*(c) For any portion of an obligor's monthly gross income that is greater than \$10,000, an additional 0.5 percent of such a portion.*

**Sec. 16.** *1. If the court determines that the total economic circumstances of an obligor limit his or her ability to pay a child support obligation in the amount determined pursuant to section 15 of this regulation, the child support obligation must be established by using a low-income schedule which is based on the current federal poverty guidelines, as determined by the Secretary of Health and Human Services, and which is published annually in the Federal Register.*

*2. If the monthly gross income of an obligor is below the lowest level set forth in the low-income schedule, the court may establish an appropriate child support obligation based on the total economic circumstances of the obligor, balancing his or her need for self-support with the obligation to support his or her child.*

*3. The low-income schedule must be published by the Administrative Office of the Courts on or before March 31 of each year.*

**Sec. 17.** *1. Any child support obligation may be adjusted by the court in accordance with the specific needs of the child and the economic circumstances of the parties based upon the following factors and specific findings of fact:*

*(a) Any special educational needs of the child;*

*(b) The legal responsibility of the parties for the support of others;*

- (c) The value of services contributed by either party;*
- (d) Any public assistance paid to support the child;*
- (e) The cost of transportation of the child to and from visitation;*
- (f) The relative income of both households, so long as the adjustment does not exceed the total obligation of the other party;*
- (g) Any other necessary expenses for the benefit of the child; and*
- (h) The obligor's ability to pay.*

*2. The court may include benefits received by a child pursuant to 42 U.S.C. § 402(d) based on a parent's entitlement to federal disability or old-age insurance benefits pursuant to 42 U.S.C. §§ 401 to 433, inclusive, in the parent's gross income and adjust an obligor's child support obligation by subtracting the amount of the child's benefit. In no case may this adjustment require an obligee to reimburse an obligor for any portion of the child's benefit.*

*Sec. 18. 1. If an obligor is incarcerated or involuntarily institutionalized for a period of 180 consecutive days or more, or is released from such incarceration or involuntary institutionalization, such an occurrence is considered to be a substantial change in circumstances that warrants the review and, if appropriate, the adjustment of an order based on the obligor's ability to pay. A party or the enforcing authority may petition the court to request a hearing for review.*

*2. Incarceration or involuntary institutionalization must not be treated as voluntary unemployment and income must not be imputed to an obligor who is incarcerated or involuntarily institutionalized.*

3. *The court may verify that an obligor has the means to pay more or less than the child support obligation established in the order during the period that he or she is incarcerated or involuntarily institutionalized.*

4. *If a child support obligation is reduced during the period that an obligor is incarcerated or involuntarily institutionalized, beginning on the first day of the month following the release of the obligor, the child support obligation must be set by using the lowest monthly income in the low-income schedule established pursuant to section 16 of this regulation or, if a higher child support obligation was ordered by the court during the period of incarceration or involuntary institutionalization, to the higher of the two. This subsection must not be construed to preclude an obligor from seeking a modification of an order based on a change in circumstances or another authorized reason.*

5. *This section must not be construed to prohibit a party or the enforcing authority from petitioning the court for a determination of a child support obligation or any arrearage.*

6. *As used in this section, “incarcerated or involuntarily institutionalized” includes, without limitation:*

- (a) Imprisonment in a federal or state prison or a county jail; and*
- (b) Involuntary commitment to a facility for the detention of children or a mental health facility.*

Sec. 19. 1. *Except as otherwise provided by law, if an order pertains to only one child, the child support obligation terminates when the child reaches 18 years of age or, if the child is still in high school, when the child graduates from high school or reaches 19 years of age, whichever comes first.*

2. *Except as otherwise provided by law, if an order pertains to more than one child and allocates a specific amount of the total child support obligation to each child, the child support obligation for a particular child is terminated beginning on the first day of the month following the date on which the child reaches 18 years of age or, if the child is still in high school, the first day of the month following the date on which the child graduates from high school or reaches 19 years of age, whichever comes first.*

3. *If an order pertains to more than one child and does not allocate a specific amount of the total child support obligation to each child:*

*(a) If a party wishes to modify the order when a child reaches 18 years of age or, if the child is still in high school, graduates from high school or reaches 19 years of age, whichever comes first, the party must file a motion to modify the order with the court or submit a stipulation between the parties to the court.*

*(b) If a motion to modify the order is filed with the court, any modification of the child support obligation:*

*(1) Must be in compliance with the child support guidelines in existence at the time of the modification for the remaining children to whom the order pertains; and*

*(2) Unless the parties agree otherwise in a stipulation, will be effective as of the date the motion to modify the order was filed with the court.*

**Sec. 20.** *Any order that pertains to more than one child and does not allocate a specific amount of the total child support obligation to each child must include the following notice:*

**NOTICE:** *If you want to adjust the amount of child support established in this order, you MUST file a motion to modify the order with or submit a stipulation to the court. If a motion*

*to modify the order is not filed or a stipulation is not submitted, the child support obligation established in this order will continue until such time as all children who are the subject of this order reach 18 years of age or, if the youngest child who is subject to this order is still in high school when he or she reaches 18 years of age, when the child graduates from high school or reaches 19 years of age, whichever comes first. Unless the parties agree otherwise in a stipulation, any modification made pursuant to a motion to modify the order will be effective as of the date the motion was filed.*

**Sec. 21.** 1. *Except as otherwise authorized by law or sections 2 to 21, inclusive, of this regulation, after a court has established a child support obligation, any subsequent modification or adjustment of the child support obligation must be based upon a change in circumstances.*

2. *The receipt of public assistance by a child or an obligee constitutes a change in circumstances that will allow the review and, if appropriate, modification of the child support obligation in accordance with the child support guidelines in effect at the time of the review.*

3. *The adoption of or any revision to sections 2 to 21, inclusive, of this regulation must not, in and of itself, be considered a change in circumstances sufficient to justify the modification of any existing order or money judgment.*

**Sec. 22.** 1. The provisions of section 18 of this regulation apply to any order for the support of a child that is issued or modified in this State on or after the effective date of this regulation.

2. As used in this section, “order for the support of a child” has the meaning ascribed to it in NRS 125B.145.

**Sec. 23.** This regulation becomes effective on the first day of the first month following 90 days after the date on which this regulation is filed by the Legislative Counsel with the Secretary of State.

**Child Support Obligation of Low-Income Payers  
at 75% to 150% of the 2018 Federal Poverty Guidelines**

Monthly Income Up To	One Child		Two Children		Three Children		Four Children		Five Children	
	Percent	Child Support Amount	Percent	Child Support Amount	Percent	Child Support Amount	Percent	Child Support Amount	Percent	Child Support Amount
\$759	10.56%	\$80	14.52%	\$110	17.16%	\$130	18.48%	\$140	19.80%	\$150
\$786	10.75%	\$85	14.79%	\$116	17.48%	\$137	18.82%	\$148	20.16%	\$158
\$813	10.95%	\$89	15.05%	\$122	17.79%	\$145	19.16%	\$156	20.53%	\$167
\$840	11.14%	\$94	15.32%	\$129	18.11%	\$152	19.50%	\$164	20.89%	\$176
\$867	11.34%	\$98	15.59%	\$135	18.42%	\$160	19.84%	\$172	21.26%	\$184
\$894	11.53%	\$103	15.86%	\$142	18.74%	\$168	20.18%	\$180	21.62%	\$193
\$921	11.73%	\$108	16.12%	\$149	19.05%	\$176	20.52%	\$189	21.99%	\$203
\$948	11.92%	\$113	16.39%	\$155	19.37%	\$184	20.86%	\$198	22.35%	\$212
\$976	12.11%	\$118	16.66%	\$162	19.69%	\$192	21.20%	\$207	22.71%	\$222
\$1,003	12.31%	\$123	16.92%	\$170	20.00%	\$201	21.54%	\$216	23.08%	\$231
\$1,030	12.50%	\$129	17.19%	\$177	20.32%	\$209	21.88%	\$225	23.44%	\$241
\$1,057	12.70%	\$134	17.46%	\$185	20.63%	\$218	22.22%	\$235	23.81%	\$252
\$1,084	12.89%	\$140	17.73%	\$192	20.95%	\$227	22.56%	\$245	24.17%	\$262
\$1,111	13.09%	\$145	17.99%	\$200	21.26%	\$236	22.90%	\$254	24.54%	\$273
\$1,138	13.28%	\$151	18.26%	\$208	21.58%	\$246	23.24%	\$265	24.90%	\$283
\$1,165	13.47%	\$157	18.53%	\$216	21.90%	\$255	23.58%	\$275	25.26%	\$294
\$1,192	13.67%	\$163	18.79%	\$224	22.21%	\$265	23.92%	\$285	25.63%	\$306
\$1,219	13.86%	\$169	19.06%	\$232	22.53%	\$275	24.26%	\$296	25.99%	\$317
\$1,247	14.06%	\$175	19.33%	\$241	22.84%	\$285	24.60%	\$307	26.36%	\$329
\$1,274	14.25%	\$182	19.60%	\$250	23.16%	\$295	24.94%	\$318	26.72%	\$340
\$1,301	14.45%	\$188	19.86%	\$258	23.47%	\$305	25.28%	\$329	27.09%	\$352
\$1,328	14.64%	\$194	20.13%	\$267	23.79%	\$316	25.62%	\$340	27.45%	\$364
\$1,355	14.83%	\$201	20.40%	\$276	24.11%	\$327	25.96%	\$352	27.81%	\$377
\$1,382	15.03%	\$208	20.66%	\$286	24.42%	\$338	26.30%	\$363	28.18%	\$389
\$1,409	15.22%	\$215	20.93%	\$295	24.74%	\$349	26.64%	\$375	28.54%	\$402
\$1,436	15.42%	\$221	21.20%	\$304	25.05%	\$360	26.98%	\$387	28.91%	\$415
\$1,463	15.61%	\$228	21.47%	\$314	25.37%	\$371	27.32%	\$400	29.27%	\$428
\$1,490	15.81%	\$236	21.73%	\$324	25.68%	\$383	27.66%	\$412	29.64%	\$442
\$1,518	16.00%	\$243	22.00%	\$334	26.00%	\$395	28.00%	\$425	30.00%	\$455

**Calculations:**

The income in the first row is 75% of the monthly poverty level income for a one person household.

Child support amount in the first row is 66% of the amount calculated by applying the Nevada rate to the monthly income.

The income amount for the last row is 150% of the monthly poverty level income for a one person household.

**2018 Federal Poverty Guidelines**

Household Size	Annual Income	Monthly Income
1	\$12,140	\$1,012
2	\$16,460	\$1,372
3	\$20,780	\$1,732
4	\$25,100	\$2,092
5	\$29,420	\$2,452
6	\$33,740	\$2,812
7	\$38,060	\$3,172
8	\$42,380	\$3,532

**Nevada Rates**

One Child	16%
Two Children	22%
Three Children	26%
Four Children	28%
Five Children	30%

For families/households with more than 8 persons, add \$4,320 for each additional person.

<https://www.federalregister.gov/documents/2018/01/18/2018-00814/annual-update-of-the-hhs-poverty-guidelines>

**SMALL BUSINESS IMPACT STATEMENT**  
**LCB File No. R183-18**  
**PROPOSED ADDITION OF NAC CHAPTER 425**

Pursuant to NRS 233B.0608(1), the Division of Welfare and Supportive Services (DWSS) must determine whether the proposed regulations developed in accordance with Assembly Bill 278, Chapter 371, 79<sup>th</sup> Session 2017 to establish child support guidelines are likely to: (a) impose a direct and significant economic burden on small business; or (b) directly restrict the formation, operation, or expansion of a small business. NRS 233B.0382 defines a small business to be any business that employs 150 or fewer employees.

**Background**

The proposed regulations establish child support guidelines for the calculation of child support and other matters properly relating thereto. The proposed regulations were the result of Assembly Bill 278, Chapter 371, 79<sup>th</sup> Session 2017 which created the Committee to Review Child Support Guidelines and required the Committee to review the child support guidelines established in the State of Nevada and submit recommendations to the Administrator of the Division of Welfare and Supportive Services and required the Administrator to consider the recommendations and adopt regulations establishing child support guidelines. The child support guidelines set forth in NRS 125B.070, 125B.080, 125B.085 and 125B.095 will be repealed upon adoption of the regulations in to the newly created chapter 425 of the Nevada Administrative Code.

**Method**

Division of Welfare and Supportive Services reviewed the proposed regulations and compared the regulations to the sections of NRS 125B which will be repealed upon adoption of the regulations. Division of Welfare and Supportive Services staff also reviewed all forms currently sent to businesses regarding child support.

**Analysis**

The proposed regulations do not implement any new requirement on Nevada businesses. The duty to support a child is owed by a private individual, not a business. The proposed regulations address how the child support obligation is calculated. The proposed regulations do not alter any other law or regulation specific to gathering income or serving wage withholding documents on businesses acting as employers. The regulations do not alter the information all employers are mandated to provide under federal law to establish, modify and enforce child support obligations. Nor do the regulations alter the Federal wage withholding requirements. Additionally, forms specific to wage withholding are Federal and will not change based on the proposed regulations.

Section 466 of the Social Security Act (Act) (42 U.S.C. 666) contains the list of specific child support enforcement procedures that each State is required to have in place in order to satisfy the State Plan requirements of section 454 of the Act. (See 42 U.S.C. 666(a)(1) and (b).) Additionally, subsection 454A(g) of the Social Security Act requires the transmission of an income withholding order to the employer within two business days from the date a State IV-D agency receives notice of the source of income. In addition, this subsection requires the State IV-D agencies to issue an income withholding order using the "uniform formats prescribed by the Secretary." (See 42 U.S.C. 654A(g)(1)(A) and 666 (b)(6)(A)(ii).) The proposed regulations do not alter these provisions of the Act. The Nevada Revised Statutes specific to wage verification and withholding found in NRS31A and NRS 425 remain unchanged.

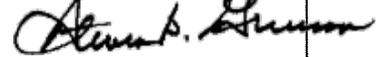
### **Determination**

The proposed regulations do not implement any new requirement on Nevada businesses, and therefore, the proposed regulation will not impose a direct and significant economic burden upon small business and will not directly restrict the formation, operation, or expansion of small business.

### **Certification by Person Responsible for the Agency**

I, Steve H. Fisher, Administrator of the Division of Welfare and Supportive Services certify to the best of my knowledge or belief, a concerted effort was made to determine the impact of the proposed regulation on small businesses and the information contained in this statement was prepared properly and is accurate.

Signature: *Steve H. Fisher* Date: September 6, 2018



1 **OPP**  
2 **Bruce I. Shapiro, Esq.**  
Nevada Bar No. 004050  
3 **Jack W. Fleeman, Esq.**  
Nevada Bar No. 010584  
4 PECOS LAW GROUP  
8925 South Pecos Road, Suite 14A  
5 Henderson, Nevada 89074  
6 Telephone: (702) 388-1851  
Facsimile: (702) 388-7406  
7 Email: [Bruce@pecoslawgroup.com](mailto:Bruce@pecoslawgroup.com)

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

10 **Adam Michael Solinger,**

11  
12 Plaintiff,

13 vs.

14 **Chalese Marie Solinger,**

15 Defendant.  
16

Case No. **D-19-582245-D**

Dept No. **I**

Hearing Date: **December 6, 2019**

Hearing Time: **1:00 p.m.**

**BEFORE THE DISCOVERY  
COMMISSIONER**

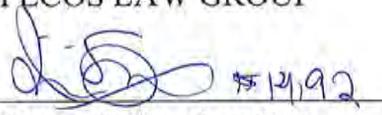
17 **OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL DISCOVERY**  
18 **RESPONSES AND FOR ATTORNEY'S FEES**

19 **COMES NOW** Defendant **Chalese Marie Solinger** ("Chalese") by and  
20 through her attorneys, **Bruce I. Shapiro, Esq.** and **Jack W. Fleeman, Esq.** of  
21 PECOS LAW GROUP and hereby opposes Plaintiff's *Motion to Compel Discovery*  
22 *Responses and for Attorney's Fees*.  
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Defendant's opposition is made and based upon all the papers and pleadings on file herein, the attached Points and Authorities, and any other evidence and argument as may be adduced at the hearing of this matter.

DATED this 7 day of November, 2019.

PECOS LAW GROUP  
  
**Bruce I. Shapiro, Esq.**  
Nevada Bar No. 004050  
**Jack W. Fleeman, Esq.**  
Nevada Bar No. 010584  
PECOS LAW GROUP  
8925 South Pecos Road, Suite 14A  
Henderson, Nevada 89074  
Attorneys for Defendant

1 **POINTS AND AUTHORITIES**

2 **A. BRIEF FACTUAL BACKGROUND**

3 As a brief background, Defendant **Chalese Solinger** (“Chalese”) previously  
4 employed Louis Schneider, Esq. to represent her in the instant case against  
5 Plaintiff, **Adam Solinger** (“Adam”). Chalese then hired current counsel, Pecos  
6 Law Group, in late August 2019. While Adam claims Chalese was served with his  
7 initial set of discovery requests on August 5, 2019, Chalese was never informed of  
8 this service by Mr. Schneider.  
9

10 Regardless, Chalese did serve responses to Adam’s discovery requests on  
11 September 5, 2019. Chalese was previously unaware of the requests and did plan  
12 to supplement responses.  
13

14 When Chalese retained Pecos Law Group, trial was set for October 9<sup>th</sup> and  
15 October 10<sup>th</sup>, 2019. After discovering that Mr. Schneider did basically zero  
16 discovery in this case, Chalese and her counsel tried to be ready for trial in time,  
17 but realized it would not be possible. Chalese filed a motion to continue trial,  
18 which was heard on October 3, 2019.  
19

20 Chalese’s motion to continue was heard on October 3, 2019 – six days  
21 before trial was scheduled to commence. Adam and his counsel, at the hearing,  
22 vehemently argued against continuing the trial, even going as far as threatening to  
23 file a Writ Petition to the Nevada Supreme Court if trial was continued.  
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The court granted Chalese’s motion to continue and pushed trial to January 2020. It was only after the court granted this motion that Adam decided to file a motion to compel.

While there were discussions relating to supplemental responses and an extension, there was never a definite date for supplemental responses given by either Mr. Mayo or Mr. Shapiro. Further, there was not a specific deadline because Chalese did answer the requests and Adam was simply waiting for her supplement. Chalese’s supplemental responses have now been provided.

Adam claims that several communications occurred before the motion was filed, but Adam did not comply with EDCR 5.602. While there was some discussion regarding Chalese’s supplemental responses, Chalese’s counsel frantically attempting to prepare for a two-day trial with a little over one months’ notice because Adam would not agree to continue took precedence.

No EDCR 5.602 conference occurred here and there was no good faith attempt to meet and confer. Chalese’s counsel was taken completely by surprise by the motion to compel, especially after Adam’s counsel argued at the October 3, 2019 hearing that no continuance should be granted and that they were ready to go to trial. Adam’s motion should be denied.

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**B. LEGAL ARGUMENT**

**1. Chalese Responded to Discovery and Objections Should Not Be Waived.**

NRCP 33(b)(4) states that a ground for objecting must be stated with specificity, and “[a]ny ground not stated in a timely objection is waived unless the court, for good cause, excuses the failure.”

First, Chalese never refused to provide supplemental responses, she was just unable to provide them prior to the hearing on the motion to continue trial. There is good cause here not to force Chalese to waive her objections.

There was no “willful refusal to cooperate with discovery” on Chalese’s part. Adam handled all of the parties’ finances during the marriage, and Chalese has already disclosed a number of monthly expenses, bank statements, loan statements, paystubs, a resume, documents received pursuant to subpoena, documents regarding the purchase of Chalese’s home, and her billing statements with Pecos Law Group. Chalese also voluntarily participated in a deposition, which provided answers to a number of interrogatories served. Chalese did not simply refuse to participate in discovery at all and has been making supplemental disclosures as she receives pertinent documentation.

Chalese has already provided supplemental responses, and the motion to compel could have been avoided had counsel scheduled an actual EDCR 5.602

1 meet and confer to discuss this matter. Instead, counsel cites brief interactions in  
2 passing when no formal meet and confer conference occurred.

3 **2. Adam Should not Be Awarded Attorney's Fees.**

4  
5 Again, counsel believes that had Adam scheduled a formal meet and confer  
6 conference, either telephonic or in person, that this issue would have been  
7 resolved. Instead, however, Adam simply filed a motion to compel. Further, there  
8 is a significant income disparity between these parties. Adam earns over  
9 \$10,000.00 per month to Chalese's gross monthly income of less than \$1,500.00  
10 per month, and Adam is not paying spousal support to Chalese. Adam's fees are  
11 also being paid, as a gift, from his father, while Chalese has had to borrow money  
12 for her own fees. Adam should, therefore, not be awarded fees.

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CONCLUSION

WHEREFORE, based on the foregoing, Chalese respectfully requests that this Court deny Plaintiff's motion in its entirety.

DATED this 7<sup>th</sup> day of November, 2019.

PECOS LAW GROUP



**Bruce I. Shapiro, Esq.**  
Nevada Bar No. 004050

**Jack W. Fleeman, Esq.**  
Nevada Bar No. 010584

PECOS LAW GROUP  
8925 South Pecos Road, Suite 14A  
Henderson, Nevada 89074  
Attorneys for Defendant

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCp 5(b), I certify that I am an employee of PECOS LAW  
3 GROUP, and that on this 7<sup>th</sup> day of November, 2019, I served a copy of  
4 OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL DISCOVERY RESPONSES AND FOR  
5 ATTORNEY'S FEES as follows:

6  By placing same to be deposited for mailing in the United States Mail,  
7 in a sealed envelope upon which first class postage was prepaid in Las Vegas,  
8 Nevada: and/or

9  Pursuant to NEFCR 9, by mandatory electronic service through the  
Eighth Judicial District Court's electronic filing system: and/or

10  Pursuant to EDCR 7.26, to be sent via facsimile; and/or

11  To be hand-delivered to the attorneys listed below at the address and/or  
12 facsimile number indicated below:

13 Vincent Mayo	VMGroup@TheAbramsLawFirm.com
14 admin email	email@pecoslawgroup.com
15 Jack Fleeman	jack@pecoslawgroup.com
16 Amy Robinson	amy@pecoslawgroup.com
17 Angela Romero	angela@pecoslawgroup.com
18 Alicia Exley	alicia@pecoslawgroup.com
19 Bruce Shapiro	bruce@pecoslawgroup.com

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22   
23 \_\_\_\_\_  
ALICIA EXLEY,  
24 An employee of PECOS LAW GROUP

MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

Adam Selinger  
Plaintiff/Petitioner

Case No. D-19-582245-D

Dept. I

v.  
Chales Selinger  
Defendant/Respondent

**MOTION/OPOSITION  
FEE INFORMATION SHEET**

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

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

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

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

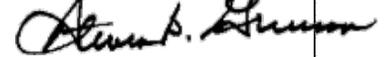
<input checked="" type="checkbox"/> <b>\$0</b>	The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
<input checked="" type="checkbox"/>	The Motion/Opposition is being filed in a case that was not initiated by joint petition.
<input type="checkbox"/>	The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

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

The total filing fee for the motion/opposition I am filing with this form is:					
<input checked="" type="checkbox"/> <b>\$0</b>	<input type="checkbox"/> <b>\$25</b>	<input type="checkbox"/> <b>\$57</b>	<input type="checkbox"/> <b>\$82</b>	<input type="checkbox"/> <b>\$129</b>	<input type="checkbox"/> <b>\$154</b>

Party filing Motion/Opposition: Defendant Date 4/7/19

Signature of Party or Preparer [Signature]



1 **ERR**  
2 **Bruce I. Shapiro, Esq.**  
Nevada Bar No. 004050  
3 **Jack W. Fleeman, Esq.**  
Nevada Bar No. 010584  
4 PECOS LAW GROUP  
8925 South Pecos Road, Suite 14A  
5 Henderson, Nevada 89074  
6 Telephone: (702) 388-1851  
Facsimile: (702) 388-7406  
7 Email: [Bruce@pecoslawgroup.com](mailto:Bruce@pecoslawgroup.com)

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

10 **Adam Michael Solinger,**

11 Plaintiff,

12 vs.

13 **Chalese Marie Solinger,**

14 Defendant.

Case No. **D-19-582245-D**

Dept No. **I**

Hearing Date: **December 6, 2019**

Hearing Time: **1:00 p.m.**

**BEFORE THE DISCOVERY  
COMMISSIONER**

15  
16  
17 **ERRATA TO OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL**  
18 **DISCOVERY RESPONSES AND FOR ATTORNEY'S FEES**

19 **COMES NOW** Defendant **Chalese Marie Solinger** ("Chalese") by and  
20 through her attorneys, **Bruce I. Shapiro, Esq.** and **Jack W. Fleeman, Esq.** of  
21 PECOS LAW GROUP and respectfully submits her *Errata to Opposition to Plaintiff's*  
22 *Motion to Compel Discovery Responses and for Attorney's Fees.*  
23

24 . . .

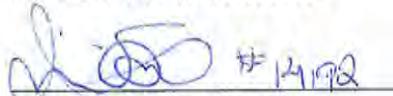
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Attached hereto is Defendant's Declaration in support of her opposition.

DATED this 8<sup>th</sup> day of November, 2019.

PECOS LAW GROUP



**Bruce I. Shapiro, Esq.**

Nevada Bar No. 004050

**Jack W. Fleeman, Esq.**

Nevada Bar No. 010584

PECOS LAW GROUP

8925 South Pecos Road, Suite 14A

Henderson, Nevada 89074

Attorneys for Defendant

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**DECLARATION OF CHALESE SOLINGER**

I, **Chalese Solinger**, am the Defendant in the above entitled action. I make this declaration under penalty of perjury in support of the foregoing opposition.

I have read the opposition and hereby certify that the facts set forth therein are true of my own personal knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, I believe them to be true. I incorporate those facts into this Declaration as though fully set forth herein.

**I Declare under penalty of perjury that the foregoing is true and correct.**

DATED this   09   day of November, 2019.

  
\_\_\_\_\_  
CHALESE SOLINGER

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCPC 5(b), I certify that I am an employee of PECOS LAW  
3 GROUP, and that on this 8<sup>th</sup> day of November, 2019, I served a copy of  
4 ERRATA TO OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL DISCOVERY  
5 RESPONSES AND FOR ATTORNEY'S FEES as follows:

6  By placing same to be deposited for mailing in the United States Mail,  
7 in a sealed envelope upon which first class postage was prepaid in Las Vegas,  
8 Nevada: and/or

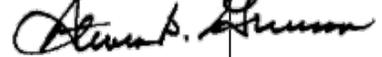
9  Pursuant to NEFCR 9, by mandatory electronic service through the  
10 Eighth Judicial District Court's electronic filing system: and/or

11  Pursuant to EDCR 7.26, to be sent via facsimile; and/or

12  To be hand-delivered to the attorneys listed below at the address and/or  
13 facsimile number indicated below:

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17 Amy Robinson	amy@pecoslawgroup.com
18 Angela Romero	angela@pecoslawgroup.com
19 Alicia Exley	alicia@pecoslawgroup.com
20 Bruce Shapiro	bruce@pecoslawgroup.com

21   
22 \_\_\_\_\_  
23 ALICIA EXLEY,  
24 An employee of PECOS LAW GROUP



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

Eighth Judicial District Court  
Family Division  
Clark County, Nevada

8 ADAM MICHAEL SOLINGER, ) Case No.: D-19-582245-D  
)  
9 Plaintiff, ) Department: I  
vs. )  
10 )  
CHALESE MARIE SOLINGER, ) Date of Hearing: Nov. 19, 2019  
11 ) Time of Hearing: 9:30 a.m.  
Defendant. )

12  
13 **PLAINTIFF’S RESPONSE IN SUPPORT OF OPPOSITION TO**  
**DEFENDANT’S MOTION FOR TEMPORARY SPOUSAL**  
14 **SUPPORT AND PRELIMINARY FEES AND COSTS**

15 **NOW INTO COURT** comes Plaintiff, ADAM MICHAEL  
16 SOLINGER, by and through his attorney, Vincent Mayo, Esq., of The  
17 Abrams & Mayo Law Firm, and hereby submits his *Response in Support*  
18 *of Opposition to Defendant’s Motion for Temporary Spousal Support*  
*and Preliminary Fees and costs.*

19  
20 This Reply is made and based upon the attached Points and  
21 Authorities, the Appendix of Exhibits in support, all papers and

1 pleadings on file herein, and any oral argument adduced at the hearing  
2 of this matter.

3 Dated Tuesday, November 12, 2019.

4 Respectfully Submitted,

5 THE ABRAMS & MAYO LAW FIRM

6 /s/ Vincent Mayo, Esq.

7 Vincent Mayo, Esq.

8 Nevada State Bar Number: 8564

9 6252 South Rainbow Blvd., Suite 100

10 Las Vegas, Nevada 89118

11 Attorney for Plaintiff

12 **MEMORANDUM OF POINTS AND AUTHORITIES**

13 **I. Adam's Compensation from His Employer is His Income**

14 Adam's father, upon learning that his gifts to Adam was being used  
15 to support Chalese (who was refusing to work full-time and having her  
16 living her fiancée/ "husband" living with her in the marital residence),  
17 had every right to stop providing Adam said gifts. Chalese may not like  
18 this but that was his right. Adam has utilized the last cash gift from his  
19 father (provided him in June 2019) for his own needs, although Adam  
20 did provide some of the separate funds to Jessica. Adam does utilize his  
21 father's credit card from time to time<sup>1</sup> but Adam has no control over the  
statements.

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<sup>1</sup> Adam freely disclosed this fact.

1 Adam's father did provide Adam gifts of money in the past, but  
2 this was something Adam's father did to help his son while he  
3 established himself financially as a lawyer. There was no legal obligation  
4 for Adam's father to provide Adam anything he did not want to. In fact,  
5 the two had discussed decreasing and ending those gifts.

6 What's interesting is that Chalese hypocritically wants this money  
7 (which has not been paid in over four months) imputed to Adam but she  
8 refuses to do the same with the money she is receiving from her mother.  
9 Chalese's mother is wealthy. She lives in an affluent area of southern  
10 Florida along the coast with her pilot husband. Because of this, Chalese  
11 stated in her 7<sup>th</sup> Set of Disclosures ***that her mother has provided***  
12 ***her \$80,000 for her monthly needs and for attorney's fees.***  
13 Chalese, of course, does not mention this in her Reply, wishing to sweep  
14 this fact under the rug. As Chalese refuses to acknowledge that these  
15 monies should be imputed to her, she cannot take a contrarian position  
16 when it comes to Adam and his father.

17 Regardless, the soon to be implemented child support guidelines  
18 do exclude gifts as income for child support purposes. Chalese denies  
19 this but fails to state where gifts are included. She instead defaults to  
20 referencing "all other income" but such a catch all is intended to catch all  
21 other traditional forms of income.

1           However, this is not a child support case on Adam's part. It is  
2 about spousal support and as the foreign case law Chalese relies is in  
3 regard to child support, not spousal support, her attempt to impute  
4 income to Adam is not valid.

5           Adam did state that his bonus is discretionary. He did not state  
6 that it will end, just that it is up to his employer if he receives one and  
7 how much it will be. It is worth noting said bonus has only been \$3,000  
8 per year (which comes out to a minimal amount per month). Also,  
9 \$3,000 is not an amount that lasts over a year. The \$3,000 Adam  
10 received at the end of 2018 has been gone for some time and it is not  
11 equitable to impute to him income from another bonus until he receives  
12 one again.

13           Adam already explained in his Opposition that he makes \$10,000  
14 gross per month. Adam pays \$2,527.48 in taxes and deductions, \$3,859  
15 in reasonable monthly expenses, and another \$2,641 in monthly  
16 expenses for the minor children. This leaves Adam little net monthly  
17 income.

18           As for Jessica, she does assist with some expenses on the house  
19 Adam is renting, with said amount consisting of her paying the water bill  
20 and will be taking over the trash and sewer as well. Chalese admits that  
21 Adam disclosed this fact during his deposition. Jessica can only provide

1 so much though as she is still paying on her actual home. Once Jessica  
2 rents out that property, she will provide Adam's father more for the rent.

3         However, Chalese is disingenuous in claiming she disclosed Josh's  
4 contributions to her in her FDF. In reality, she did not. She only stated  
5 Josh "contributes." According to Chalese's deposition testimony, Josh  
6 provides half of the costs of their residence. This comes out to \$1,000  
7 per month.

8         Jessica is on title to the home Adam is renting. While the home is  
9 essentially owned by Adam's father, Jessica is merely on title for privacy  
10 purposes and has no real interest in the property. Adam, as a criminal  
11 attorney, did not want his address available to client's, journalists, etc.  
12 Placing Jessica on title would permit the address to remain confidential.  
13 This is because Jessica qualifies to have the title obscured to protect the  
14 address of anyone working in her field.<sup>2</sup> Regardless, Adam would point  
15 out that "maintenance" of Chalese under NRS 125.040 is about Chalese's  
16 need – something she does not have.

## 17 **II. Chalese is Choosing to Remain Underemployed**

18         Chalese finally admits that she is working less hours than she can.  
19 Her excuse for not working more is that doing so would be "inconvenient  
20

---

21 <sup>2</sup> Chalese harks on Adam being in a home that she believes could rent for more than  
Adam pays but this is again unsubstantiated and irrelevant.

1 for her.” In a short-term marriage where both parties need to work full  
2 time, such an explanation is not valid. Cookie Cutters is just a job. There  
3 are literally ***hundreds of other hair salons*** which provide different  
4 hours. If Chalese wants a more convenient work schedule, then she  
5 should look to working at other salons or renting a station. Chalese  
6 complains that she would not be able to afford this, but she provides no  
7 proof of same.

8         On the topic of paying for a station, this would be significantly  
9 better for Chalese. Chalese essentially states that it doesn’t matter how  
10 many clients she gets since she is capped out salary wise; however,  
11 records obtained via a subpoena show that she consistently  
12 underperforms when it comes to tips, which if she took on more clients  
13 in a day, she would make more in tips. If she has her own station though,  
14 her profit is only limited to how many clients she takes in a day. This  
15 would essentially allow her to work the same hours she is now but make  
16 substantially more income than she is now, even with paying rent for a  
17 station. Further, Chalese has been working as a hair stylist for over six  
18 months – she has established herself.

19         Adam is not being unreasonable in imputing income to Chalese.  
20 Chalese admits that she works part-time. Chalese also admits that she  
21 can work full-time and she is willing to.

1 **III. Correcting ... Again ... Chalese's Claim of Marital Waste**

2 Chalese states that monies spent on Jessica by Adam have not  
3 come from the monies gifted by Adam's father, but she has no proof  
4 stating otherwise. In fact, Adam's bank records show, once a tracing is  
5 applied, that this is true.

6 As for Jessica being deposed, she has no issue with this. She did  
7 have an issue though with Adam's and Chalese's attorneys initially  
8 discussing each accepting service for the other's significant other only to  
9 have Chalese back out of this arrangement. Therefore, she withdrew  
10 Adam's attorney right to accept documents on her behalf.

11 **IV. Chalese's Repeated Poor Judgment and Refusal to Follow  
12 Court Orders is Directly Tied to the Issue of Attorney's  
13 Fees**

13 This case has been about Chalese's never ending reckless decisions  
14 and violations of Court orders that have endangered or hurt the minor  
15 children and inhibited Adam's ability to co-parent with Chalese. The  
16 Court has witnessed this first hand, resulting in awarding Adam primary  
17 physical custody and admonishing Chalese to quit her gameplaying and  
18 misconduct. Not surprisingly, Chalese continues to do so.

19 Adam's PI caught Josh driving the minor child on Halloween night  
20 even though the Court ordered Chalese not to let Josh drive the minor  
21

1 children<sup>3</sup>. Adam, having placed Michael back into speech therapy, asked  
2 if Chalese would take Michael to his speech therapy session on Thursday  
3 night at 6:00 p.m., which is only Chalese’s time EVERY OTHER WEEK.  
4 Chalese refused to commit to helping with speech therapy once every  
5 other week. Adam also heard from Carmen Disaio-Watson, mother of  
6 one of Josh’s children. Ms. Disaio-Watson provided Adam October 2<sup>nd</sup>  
7 texts from Chalese told her that Adam is a “pedophile” and has a “stash  
8 of child pornography” on his computers.<sup>4</sup> Chalese did so after stating  
9 under oath during her September 25<sup>th</sup> deposition – just a few days  
10 earlier – that she has not seen the alleged child pornography herself and  
11 didn’t even know if it existed. This baseless accusation is in direct  
12 violation of the March 19, 2019 Behavior Order. Michael has also  
13 conveyed to Adam that, “Josh said he was going to whoop our asses” and  
14 that his mother told him that when he grows up, he can “drink lots of  
15 beer just like adults do. Because that’s what Mommy and Josh do”  
16 Michael is 4-years-old. This is all after Chalese claims in her Reply that  
17 she has “made a conscious effort to change.” The Court can see that what  
18 Chalese does and says are two different things.

19

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20 <sup>3</sup> Of note, this is just one night that Adam thought it would be a good idea to have the  
21 PI observe and he just happened to catch Josh driving. Who knows what happens on  
those nights when a PI is not there.

<sup>4</sup> See the October 2<sup>nd</sup> texts between Chalese and Carmen, attached as **Exhibit 3**.

1 Chalese's egregious misconduct results in Adam continuously  
2 having to spend thousands of dollars to address this behavior with the  
3 Court. But, and somehow, Adam is to blame. Chalese tries to point the  
4 finger at him for this case dragging out but that it is all on Chalese and  
5 her parade of lawyers, her dilatory handling of the case, her false  
6 accusations and wasteful discovery. All Adam has tried to do is be  
7 reasonable and fair regarding financial issues, as evidenced in his Offer  
8 of Judgment, and look out for the safety and well-being of the minor  
9 children.

10 Chalese nevertheless tries to shift the narrative, stating Adam is  
11 trying to replace her with Jessica as the children's mother (something  
12 which is simply not true). Chalese does so by twisting Adam's deposition  
13 testimony. It is true Adam stated he would rather the children spend  
14 more time with Jessica than Chalese. However, this is only because  
15 Chalese repeatedly places her own interests and desire to hurt Adam  
16 ahead of what's best for the children. If and until Chalese stops hurting  
17 the children as she has, Adam would rather see the children spend more  
18 time with Jessica, Adam's parents, extended family, etc., anyone other  
19 than Chalese whom the Court has preliminarily found to have fitness

20 ///

21 ///

1 issues. Again, this is not about Jessica, it is about Chalese.<sup>5</sup>

2 Historically, Chalese was at home more with the children. It must  
3 be remembered though that Adam was the glue that kept the family  
4 together and Chalese somewhat grounded. It is not true that Adam was  
5 fine with Chalese's parenting when they were together. This was in fact a  
6 constant battle. Adam not only worked full-time, but also did his best to  
7 help Chalese focus on the children and prioritize their needs. Even this  
8 was often not enough.

9 After the parties separated, Adam was no longer able to be a  
10 positive influence on Chalese. This resulted in Chalese drinking in excess  
11 and doing drugs around the children, neglecting the children's medical  
12 care and hygiene, and overall exposing the young and susceptible  
13 children to negative influences.

14 An example of this is Chalese's attempt to "explain away" her  
15 neglect of the children's health – an attempt that is not convincing.  
16 Marie has always had issues with her teeth being susceptible to decay  
17 and cavities. Because of this, a black sealant (SDF) was placed on the two  
18 front teeth in 2018. In 2019, Chalese wanted crowns placed over the  
19 teeth to hide the sealant as she did not believe the sealant "pretty." She

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20 <sup>5</sup> The same applies for Chalese's false claim that Jessica told the children's daycare to  
21 refer to her as the children's "step-mom." This is something the school did on their  
own due to Jessica living with Adam. However, Jessica has gone out of her way to  
correct the school when they have referred to her as such.

1 therefore spoke to Dr. Hoban about it on February 26, 2019. Dr. Hoban  
2 notified Chalese, and later Adam, that Marie would have to be placed  
3 under anesthesia. Adam knew that anesthesia can cause serious risks to  
4 the health of young children under a certain weight (including heart  
5 problems, pulmonary issues, allergic reactions and even death) because  
6 of all of the times Michael was placed under general anesthesia. Because  
7 of this, Adam was opposed to a procedure requiring anesthesia that was  
8 purely cosmetic in nature. Dr. Hoban's notes show he was "ok" with  
9 waiting.<sup>6</sup> Hence, Chalese's claim that Adam was opposed to a procedure  
10 necessary to stop the decay is not true.

11 Later, Marie fell, damaging one of her front teeth that had sealant  
12 on it. Chalese took Marie in again to Dr. Hoban, who recommended the  
13 more aggressive treatment of the teeth. Chalese then told Adam about  
14 the surgery, but not about the pre-op clearance. After Adam spoke to Dr.  
15 Hoban, Adam consented.<sup>7</sup>

16 However, Chalese, who had the form for Marie's pediatrician to  
17 sign off, did not take it to the pediatrician or have Adam do so. Chalese  
18 claimed in prior filings that she had asked Adam but proof that she lied  
19 is the fact Dr. Hoban's notes show Adam called to pay for the treatment  
20 on May 13, 2019, the day before the surgery, but was told Chalese

21 <sup>6</sup> See Dr. Hoban's report, B1018.

<sup>7</sup> See Dr. Hoban's report, B1019.

1 cancelled it. Adam told Dr. Hoban's assistant he had not been informed  
2 and if Adam would have been given notice of ANY of these  
3 appointments, he would have been there.<sup>8</sup> The procedure was  
4 rescheduled for June 12, 2019.

5 Chalese then claims that Adam received a second opinion and told  
6 Dr. Hoban's assistant of it, implying Adam was having Dr. Hoban hold  
7 off. This was not true. Adam simply emphasized his concerns regarding  
8 Marie being under anesthesia, but Adam ultimately consented to and  
9 paid for the procedure which was ultimately conducted on June 12<sup>th</sup>.<sup>9</sup>  
10 Why would Adam call the day before her surgery to pay for it if he didn't  
11 consent?

12 Hence, it is Chalese's failure to get the approval from the  
13 pediatrician prior to the second time the surgery was scheduled that was  
14 the issue – a delay that allowed the deterioration to worsen.

15 Chalese is also constantly returning the children to Adam sick,  
16 unwashed, Marie with diaper rashes, and without practicing Michael's  
17

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18 <sup>8</sup> It is worth noting that when Adam regained the children on Monday June 3, 2019,  
19 he noticed that one of Marie's front teeth was now severely damaged and when he  
20 inquired what happened Chalese tried to deflect by claiming that it happened before  
21 she had them. Yet, the last time Chalese noticed a slight chip in the front tooth, she  
immediately asked what had happened. So, her claim that it must have happened in  
Adam's care seems disingenuous to say the least given that she didn't mention it  
until Adam pointed it out.

<sup>9</sup> See Dr. Hoban's report, B1019.

1 words for speech therapy.<sup>10</sup> Adam has reached out to Chalese regarding  
2 Michael's playing soccer at preschool every Friday and Adam has tried to  
3 coordinate Chalese assisting with speech therapy when Michael's speech  
4 therapist left and Michael had to pick a new date for speech therapy.  
5 Despite presently only working part time, Chalese would not commit to  
6 either of these things.<sup>11</sup> If Chalese cannot commit to soccer or speech  
7 therapy, how does she expect to be able to provide for them half of the  
8 time?

9         Unlike those Adam has of Chalese, the only instance Chalese  
10 provides to allege that Adam is insulting to her is a message wherein  
11 Adam is conveying his serious concerns regarding Chalese refusing to  
12 participate and study Michael's speech therapy words on her days. Adam  
13 does not insult or curse at Chalese, he simply states that her bad  
14 judgment "astounds him," and she is not doing what is best for the  
15 children.

16         Chalese on the other hand sends messages calling Adam  
17 "pedophile", "vile human being", "Are you going to complain I'm being  
18 mean to you again" (after sending an emoji of a middle finger), she calls  
19 Jessica "your whale of a girlfriend". Chalese even stoops so low as to go

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20 <sup>10</sup> Please see multiple message exchanges between the parties regarding Michael's  
speech therapy attached hereto as **Exhibit 4**.

21 <sup>11</sup> Please see messages regarding soccer and speech therapy for Michael attached  
hereto as **Exhibit 5**.

1 after a child, calling Jessica’s teenage daughter “a cunt” and “Jessica’s  
2 spawn” just to name a few. It is abundantly clear that Chalese is the  
3 hostile party. These childish and “insulting” messages are just a few  
4 samples of Adam’s ongoing concerns for Chalese’s poor judgment.

5 **V. Chalese is Wasting Tens of Thousands of Dollars Via Her  
6 Never-Ending Fishing Expeditions**

7 Chalese, who is a chronic user of marijuana, has been repeatedly  
8 caught by Adam using marijuana – especially when she had the three  
9 and one-year-olds in her care – despite her agreement and the Court’s  
10 order barring her from using.<sup>12</sup> Enraged, Chalese retaliated by  
11 fabricating the claim that Adam had child pornography on numerous  
12 electronic devices. However, Chalese quickly offered to drop her child  
13 porn claim if Adam would agree to not make her test for drugs anymore.

14 Adam refused to be extorted by Chalese and fought the claim. Over  
15 the next SEVEN MONTHS, Chalese took inconsistent positions on the  
16 issue, contradicting herself numerous times.<sup>13</sup> At this point, Chalese has

17 \_\_\_\_\_  
18 <sup>12</sup> Prior filings show this occurred when Chalese withheld Marie from Adam for a  
19 week and a half and at the end of that time, she again tested positive for marijuana.

20 <sup>13</sup> Chalese’s story has changed multiple times. The timeline is as follows:

- 21
- April 16, 2019 - The first time Adam heard of this Claim. Chalese sent the following Message: “So you were asking when you could get your drone. I’ll tell you when the fbi returns it all after finding all your child porn on all the computers and laptops and old ipads you left here” the following day Josh sent Adam messages referencing “the child pornography that you enjoy looking at”
  - On April 30, 2019 Chalese again told Adam the FBI confiscated his electronics.

1 spent at least \$10,000 in expert costs and attorney's fees on the issue  
2 and still has no evidence supporting her ludicrous allegation. This  
3 outrageous position also resulted in Adam spending over ten thousand  
4 in pleadings, hearings, and discovery exposing Chalese's lie.

5 What's worse is that Chalese refuses to drop the issue. Knowing  
6 that Chalese had been making her claim of child pornography since April  
7 2019 without any proof, the Court ruled at the October 3, 2019 hearing  
8 that Chalese had until November 1, 2019 – no later – to provide an  
9 expert report in support of her claim. If she did not, the child  
10 pornography issue would be dropped. Mr. Shapiro even said,

- 11 • On May 4, 2019 Chalese doubled down and sent Adam messages that read, “Or  
12 you for that matter, you’re a fucking pedophile” and “I don’t think you realize  
we have allllllll of your old laptops, iPads, desktop, usb drives. I know all of your  
Ashley Madison accounts, know about Shannon or Sharon, and have all of your  
images that you saved with children as young as 9”
- 13 • However, just a few days later on May 6, 2019 Chalese sent Adam the following  
14 messages, “Also, I’ll drop the issue with the hand drawn child porn in return of  
15 you dropping the laughable drug and alcohol screenings” and “Do you agree or  
16 do you want to drag this out?” Adam pointed out that Chalese previously  
17 claimed they found child pornography and Chalese responded, “I haven’t seen  
18 what’s on your computers. My attorney’s IT guy was seeing what financials you  
19 were hiding and came across the porn. From there everything was turned over  
20 to the fbi. Don’t try and pin your sick and demented fantasies on me” and “If  
21 you would like to play dirty I’d be more than happy to forward Jessica all of the  
proof of your nastiness” “I’m sure that will go over extremely well considering  
her teenage daughter is there at all times”
- On May 28, 2019 Chalese’s story changed again. She was now claiming Adam  
had “6,000 animated child pornography videos.”
- On July 10, 2019 Chalese sent Adam messages that stated, “Love and  
compassion for children? You are a pedophile” “The child porn that was on your  
electronic devices makes you a pedophile. Not I understand why you went into  
the area of law you did.” “I’m not making anything up, unlike your accusations”
- On July 21, 2019 Chalese told Adam “The fbi has the guts of your computer.”
- During her September 25<sup>th</sup> deposition, Chalese claimed she had not seen the  
alleged child pornography herself and did not even know if it existed.

1 “Understood” on the record. November 1<sup>st</sup> came and went, and no report  
2 and no report was provided. When Mr. Mayo therefore asked for a  
3 return of Adam’s electronics following the November 1<sup>st</sup> deadline,  
4 Chalese and her counsel refused to do so. Their position is that if and  
5 when they find something, they will issue a report.

6 Chalese is clearly trying to keep her false child pornography claim  
7 open in an effort to fabricate leverage against Adam. This is not only  
8 unacceptable but sanctionable. Chalese should be ordered to stop her  
9 gameplaying and immediately return the electronics she admits belong  
10 to Adam to him.

11 Chalese’s MO in this has been to try and deflect from her own  
12 fitness issues by making up claims about Adam. The Court will recall she  
13 first said Adam “abandoned” the family in 2018 when he went to  
14 California. Chalese later admitted Adam had gone to California to attend  
15 his grandfather’s funeral. Once caught in this lie, Chalese claimed Adam  
16 was suicidal and had proof of it. Said proof was never disclosed. Chalese  
17 went on to claim Adam had child pornography. This too has been  
18 disproven.

19 Chalese, not having learned her lesson, continues her childish  
20 ways and baseless accusations. Chalese now claims Adam has some  
21 sexual addiction. She has propounded additional discovery in which she

1 claims Adam has spent thousands of dollars on prostitutes, repeatedly  
2 went to strip clubs and even slept with clients. All of these claims are  
3 FALSE and there is nothing proving this. They are ridiculous and a waste  
4 of thousands of dollars of additional monies. What's next? – that Adam  
5 peddles drugs to children in a school yard or is in a gang? This massive  
6 waste of money and time on Chalese's part has to stop and it is crazy for  
7 Chalese to ask for attorney's fees so she can continue doing so.

8 **VI. Adam Has Had to Spend Tens of Thousands in Fees to**  
9 **Refute Chalese's Continuous Lies**

10 At the beginning of this case, Chalese claimed Adam "abandoned  
11 the family" the truth is that Adam went to his grandfather's funeral and  
12 Chalese knew exactly where he was as he was in contact with her  
13 throughout his trip. When Adam provided text messages and his  
14 grandfather's obituary to prove at no point did he abandon his family,  
15 Chalese seamlessly moved on to the next lie.

16 Adam discovered a homemade bong and purse full of beers in the  
17 marital home, easily accessible to the children. When confronted by this,  
18 Chalese, through counsel, stated the bong were Adam's. Unfortunately  
19 for Chalese, she had already admitted, in writing, that the bong was hers  
20 and did so again during her deposition.

21 ///

1 Chalese told this Court Josh was not living with her during the  
2 June 17, 2019 hearing and in her Reply and Opposition filed on March  
3 18, 2019,<sup>14</sup> only to turn around and have a “marriage ceremony” on April  
4 9, 2019. Only after the PI discovered Josh is in fact living with her did  
5 Chalese finally admit it. During the June 17, 2019 hearing this Court  
6 specifically asked Chalese “Is Josh drinking every weekend around the  
7 kids?” Chalese responded, “No.”<sup>15</sup> However, each time Adam has gone to  
8 the marital home, Josh has had a beer and/or a joint in his hand.<sup>16</sup> The  
9 PI has witnessed Josh drinking on almost every occasion he was outside  
10 with the children. One time even leaving little Michael to chase a dog  
11 into the street by himself. Astonishingly, Chalese claims that Adam’s  
12 PI’s credibility is questionable with regard to Chalese’s smoke shop  
13 purchase the day of her drug test. Apparently, counsel did not realize  
14 that Chalese herself ***admitted to purchasing the detox kit the***  
15 ***same day the PI reported this.***<sup>17</sup> Page 91, lines 11 to 19 of Chalese’s  
16 deposition states:

17 \_\_\_\_\_  
18 <sup>14</sup> Page 2, lines 16 to 19 of Chalese’s Reply to Opposition and Countermotion filed on  
19 March 18, 2019.

20 <sup>15</sup> June 17, 2019 hearing, timestamp 12:28:27

21 <sup>16</sup> As exhibits attached to prior filings show.

<sup>17</sup> Chalese goes on to complain that records Subpoenaed from the smoke shop only  
contain two receipts. Well, two receipts along with Chalese’s above confession are  
more than enough. The owner of the smoke shop admitted he did not keep records  
and that the receipts typically only show the customer’s name on specific cards.

1        Attorney Mayo: All right. Now, did you go to a smoke shop and  
2 gifts that afternoon after being notified by Adam that he  
wanted you to test?

3        Chalese: Yes.

4        Attorney Mayo: All right. What did you buy there?

5        Chalese: A detox.

6        Attorney Mayo: And then you went home after buying a detox  
7 kit?

8        Chalese: Yes.

9 Chalese is the only party who lacks credibility. She is shameless and piles  
10 more and more lies on in an attempt to cover up her horrid behavior.  
11 This, of course, unnecessarily drives up attorney's fees.

## 12 **VII. Fees Spent Fighting Over the Right of First Refusal**

13 Chalese continues to waste time and money insisting that she has a  
14 first right of refusal when she does not. The Minutes and Order from the  
15 June 17, 2019 hearing both state "Father shall have first right of refusal."  
16 There is no Order stating mother has the right of first refusal. Chalese  
17 points out that the Court initially stated both sides would but later  
18 changed its mind during the hearing – which is what the Order reflects.

19 The fact of the matter is that the June 17, 2019 Order was made  
20 after Chalese was found to have violated at least six of this Court's orders  
21 and this Court was justifiably concerned about the safety of the children  
in Chalese's care. Hence, it makes no sense that the Court, being severely  
concerned about Chalese's ability to care for the children, would award

1 Adam primary physical custody but then give her additional time with  
2 the children.

3 **VIII. Miscellaneous and False Claims by Chalese That**  
4 **Demonstrate How Chalese Wastes Fees**

5 Chalese goes into a diatribe in her Opposition in an effort to avoid  
6 the real issues. For example, Chalese claims that Adam does not provide  
7 her with the gate code for his house. The gate code is specifically for  
8 residents only. Adam and Jessica do not give it out to anyone, the call  
9 box is the appropriate method and has never been an issue before.  
10 Additionally, Chalese and Josh have consistently harassed Adam and  
11 Jessica. Calling Jessica, a “whale” and even going so far as to leave  
12 reviews at Adam’s place of employment. Chalese has claimed she has  
13 video of there being an issue at the gate and that she has video of it but,  
14 like every other “evidence” Chalese has claimed to have in the past, she  
15 has not provided it.

16 Chalese goes on to state that Adam has denied Chalese phone calls  
17 with the children which again, is not true. Chalese does not provide a  
18 single document to prove this. Adam diligently keep record of his contact  
19 with Chalese and can refute these claims, due to the vast number of  
20 exhibits being provided in support of this response, the phone logs full  
21 messages will be provided at the time of trial. There are occasions where

1 the called is delayed due to the children eating dinner slowly and there  
2 are a few occasions the children fell asleep early. Each time this occurs  
3 Adam explains the situation to Chalese, he does not flat out deny her  
4 calls. In fact, he consistently offers her the added time to talk to the kids  
5 the next morning before day care. An offer she has never accepted, so the  
6 calls must not be that important to her. Instead, she focuses on “noting it  
7 in her records” because that’s what’s important to her: trying to throw  
8 mud at Adam instead of caring for the kids.

9 Chalese reports that her medication did not bar her from driving,  
10 just that she did not feel comfortable doing so. That is not what Chalese  
11 previously started under oath so her new “position” on the issue is not  
12 credible. Chalese states she determines when she can drive and adjusts  
13 her medication accordingly. This is very concerning for Adam as she is  
14 making the safety of the children dependent on whether she thinks the  
15 medication she is under prohibits or doesn’t prohibit her from driving  
16 them. That is like having someone who has been drinking determine  
17 whether they can drive their children or not.

18 Interestingly, ***Chalese has not tested positive for***  
19 ***benzodiazepines during a single one of her drug tests. This is***  
20 ***despite admitting during the June 17, 2019 hearing that she***  
21 ***takes 1 mg of Xanax.*** Considering the fact that the ***one-time*** Adam

1 had a PI follow Chalese after he requested a drug test, she purchased  
2 detox kits, Adam is extremely concerned she may have used detox kits  
3 each time, which would explain the lack benzodiazepines in her system.  
4 Chalese's marijuana levels would have been harder to get rid of.

5 **IX. Chalese's Game Playing has Sky Rocketed the Cost of**  
6 **Litigation**

7 Chalese has sky rocketed the cost of litigation, between her wild  
8 and untrue allegations of child pornography, Adam "abandoning" her,  
9 Adam being with prostitutes and sleeping with clients, Chalese hiding  
10 the fact she lived with her new husband, trying to hide her chronic  
11 marijuana use, etc. She has been combative and deceitful throughout  
12 this entire litigation and now she wishes to make Adam pay for it.

13 Chalese continues with her games in refusing to respond to  
14 discovery. Chalese was served with discovery requests. She responded  
15 late with a blanket objection and promise to supplement her responses.  
16 Her counsel promised time after time he would deliver them. On  
17 November 7<sup>th</sup> after hours Chalese's severely deficient responses were  
18 finally delivered – **62 days after they were due.** However, Chalese  
19 did not provide even the simplest of requests such as her bank  
20 statements (despite her stating via texts to Adam that she had all of the

21

1 bank statements<sup>18</sup>) or the amount of money Josh contributes. All the  
2 while, Chalese sent Adam Interrogatories, Requests for Admissions,  
3 Second set of Interrogatories and fifty Requests for Production of  
4 Documents. This is all in addition to information answered during  
5 Adam's deposition and the voluntary affidavit he provided upon request.  
6 This gameplaying by Chalese resulted in Adam having to file a motion to  
7 compel.

8 Adam works full-time and has primary custody of the children and  
9 has still managed to provide thorough responses. Chalese, who only  
10 works part-time and only has the children two days a week has provided  
11 only scant responses after months of time in which to do so. The amount  
12 of games Chalese is playing is exhausting.

13 Chalese's counsel did not appear at Chalese's properly notice  
14 deposition. The Court reporter was here, Attorney Mayo spent  
15 significant time preparing for this. Attorney Shapiro claimed had no  
16 knowledge of the deposition however, Chalese showed up for her  
17 deposition so clearly that is not true. Adam had to pay the Court  
18 Reporter a second time to take Chalese's deposition.

19 Chalese's claim that she is entitled to fees no matter what is not  
20 what *Sargeant* stands for. Chalese has had sufficient funds to have her

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21 <sup>18</sup> Please see message from Chalese to Adam regarding bank statements attached  
hereto as **Exhibit 6**.

1 day in Court. However, she squandered this money on false allegations  
2 and repeated denials of the truth. The Court already ruled on the issue of  
3 *Sargeant* and did not make a preliminary award. Nothing has changed  
4 since that time other than Chalese has unnecessarily and carelessly  
5 racked up fees.

6       However, and as stated above, Chalese just received \$80,000 from  
7 her wealthy mother for attorney's fees. Adam's monthly income is used  
8 up by monthly expenses. Adam has only gotten by with his own fees due  
9 to the kindness of his father. It appears Chalese is receiving the same  
10 from her mother. Therefore, Chalese continues to have her day in Court.

11 **X. Return of Adam's Electronics**

12       Despite Chalese admitting the electronics she stole from him are  
13 his ("his computer" and "his electronics") and Chalese failing to provide  
14 an expert report by the Court's November 1, 2019 deadline, Chalese  
15 refuses to return said property to Adam.

16       This is just more game playing on Chalese's part. As the Court  
17 knows, Adam has serious concerns regarding the state of his electronics  
18 and what were done to them. Attorney Schneider stated in Court that he  
19 had a sixteen-year-old boy "examining" the computer, thereby  
20 destroying chain of custody. Attorney Schneider also refused to provide  
21 written confirmation of the preservation as Mr. Mayo requested multiple

1 times in writing.

2 As laid out above, Chalese's story changed multiple times. Chalese  
3 alleged her attorney had the electronics and that the FBI had the  
4 electronics, depending on the day. Chalese stated the FBI gutted the  
5 computer removing the insides. Then, she claimed that Attorney  
6 Schneider's IT boy was the one that gutted the computer. If the FBI had  
7 the computer, they certainly would have taken the whole thing. Nothing  
8 came of this though and no chain of custody was provided by any law  
9 enforcement. Then, when Adam requested the return of some of his  
10 electronics (including his drone) they suddenly went "missing." Chalese  
11 said Attorney Schneider had them and Attorney Schneider said Chalese  
12 had them. On October 28<sup>th</sup>, Chalese messaged Adam asking him what  
13 brand his drone was.<sup>19</sup>

14 Adam attempted to retrieve his electronics from Expert Data  
15 Forensics on November 8<sup>th</sup>, seven days after this Courts November 1<sup>st</sup>  
16 deadline, despite the fact that the undersigned sent Attorney Fleeman a  
17 letter on October 22, 2019<sup>20</sup> advising him that Adam would be picking  
18 up his electronics once this Courts deadline to produce a report had  
19 passed. Attorney Fleeman refused to okay the release of these  
20 electronics, further delaying Adam's ability to conduct discovery.

21 <sup>19</sup> Please see message from Chalese asking about drone attached hereto as **Exhibit 7**.

<sup>20</sup> Please see letter attached hereto as **Exhibit 8**.

1 Attorney Fleeman then clarified that his law firm is not the client of the  
2 expert, but that Chalese is and he gave tacit approval for Chalese to go  
3 pick up the electronics.

4 As she has been every step of this litigation, Chalese was reckless  
5 with her accusations, with her children, and with Adam's electronics  
6 supposedly containing horrific material. Now that Chalese's accusations  
7 have been shown to be false, Adam has every right to have a computer  
8 expert of his own review these electronics to evidence the extent of the  
9 damage to the electronics. This is necessary for the purpose of  
10 established destruction of property, and therefore waste, on Chalese's  
11 part.

12 **XI. CONCLUSION**

13 Based upon the foregoing, Adam respectfully requests that this  
14 Honorable Court grant the following relief:

- 15 (1) Deny Chalese's request for spousal support;
- 16 (2) Deny Chalese request for attorney's fees;
- 17 (3) Institute a child support obligation on Chalese;
- 18 (4) Grant Adam's request for the return of his electronics; and

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(5) Grant Adam any other related relief.

Dated Tuesday, November 12, 2019.

Respectfully Submitted:

THE ABRAMS & MAYO LAW FIRM

/s/ Vincent Mayo, Esq.

Vincent Mayo, Esq.  
Nevada State Bar Number: 8564  
6252 South Rainbow Blvd., Suite 100  
Las Vegas, Nevada 89118  
Attorney for Plaintiff

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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing *Response in Support of Opposition to Defendant’s Motion for Temporary Spousal Support and Preliminary Fees and Costs* was filed electronically with the Eighth Judicial District Court in the above-entitled matter, on Tuesday, November 12, 2019. Electronic service of the foregoing document shall be made in accordance with the Master Service List, pursuant to NEFCR 9, as follows:

Bruce I. Shapiro, Esq.  
Attorney for Defendant

/s/ Chantel Wade  
An Employee of The Abrams & Mayo Law Firm