

IN THE SUPREME COURT OF THE STATE OF NEVADA

* * *

ADAM MICHAEL SOLINGER,

Appellant,

vs.

CHALESE MARIE SOLINGER,

Respondent.

Case No.:

84832

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Elizabeth A. Brown
Clerk of Supreme Court

MOTION TO STAY PAYMENT OF ATTORNEY'S FEES AND COSTS

NOW INTO COURT comes Appellant, ADAM MICHAEL SOLINGER, by and through his attorney of record, Vincent Mayo, Esq., of The Abrams & Mayo Law Firm, and hereby submits his *Motion to Stay Payment of Attorney's Fees and Costs* pursuant to NRAP 8(c).

I. PROCEDURAL HISTORY

On May 25, 2022, the district court entered a final Decree of Divorce.¹ As relevant to this motion, the Decree of Divorce required Adam to pay \$190,875 to Chalese as and for her attorney's fees and costs and directed the undersigned—who is safeguarding funds remaining from the sale of the parties' former martial home in trust—to disburse those trust proceeds directly to Chalese, as well an attorney who previously represented her, Louis Schneider, Esq., within 5 calendar days of service of the Decree.

Adam appealed the district court's decision and, on May 27, 2022, filed an emergency motion to stay the disbursement with the district court pursuant to NRCP 62.

¹ See Decree of Divorce, attached hereto as **Exhibit 1**.

On May 31, 2022, the district court summarily entered an order, without hearing or opposition from Chalese, denying Adam’s motion.² This denial order mandated that the undersigned’s firm disburse the trust funds within five calendar days—which included three days over Memorial Day weekend.

As this order required immediate action and the appeal in this matter had yet to be docketed, Adam filed an emergency petition for writ of prohibition or, in the alternative, mandamus, with this Court on June 1, 2022. The next day, the Court of Appeals temporarily granted Adam’s writ petition and imposed a stay on the attorney’s fees request.³ As part of the order temporarily granting the stay, the Court of Appeals stated in the first footnote that “[n]othing in this order precludes [Adam] from seeking relief in that appeal once it is docketed.”

As the district court has already denied Adam’s request for stay of this payment, this motion follows.

II. LAW AND ARGUMENT

Adam asks this Court to issue an order that, during the pendency of the appellate process, the requirement for him to pay Chalese her attorney’s fees and costs as set forth in the parties’ Decree of Divorce be stayed. Further, the money held in the undersigned’s trust account should be ordered to serve as security for the stayed payment.

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² See Order, attached hereto as **Exhibit 2**.

³ See Order Directing Supplement to Petition and Imposing Temporary Stay entered in docket number 84795-COA on June 2, 2022.

A. The legal test for issuance of a stay

The tests applied in considering whether to grant a stay was set forth in *Fritz Hansen*⁴ and reiterated in the revised NRAP 8(c).⁵ Each element is examined individually below.

1. Whether the object of the appeal or writ petition will be defeated if the stay is denied.

As relevant to this motion, Adam is appealing the award of attorney's fees to Chalese. If Adam is required to satisfy this award and later prevails on appeal, he would merely receive a judgment against Chalese for the wrongly awarded money. The district court noted in the Decree of Divorce that Chalese has little ability to earn money and she is a children's hair stylist. Thus, it is reasonable to believe that Adam would have no way to collect on any judgment he receives if he is successful on appeal.

2. Whether Adam will suffer irreparable or serious injury if the stay is denied.

Adam has an obligation under the decree of divorce to pay Chalese \$190,875 in attorney's fees and costs and for the undersigned to distribute the over \$\$92,599.99 held in trust to Chalese and her former counsel immediately. If these payments are required to be made, they will likely never be recovered if the award of attorney's fees and costs is reversed on appeal. This would cause serious and irreparable harm to Adam.

⁴ *Fritz Hansen A/S v. Dist. Ct.*, 116 Nev. 650, 6 P.3d 982 (2000)

⁵ It is of note that this appeal does involve child custody, which generally requires an analysis of the factors set forth in NRAP 8(d); however, the requested stay concerns financial payments as opposed to a stay regarding the custody orders entered by the district court. Thus, the application on NRAP 8(c) is appropriate here.

3. Whether Chalese will suffer irreparable or serious injury if the stay is granted.

Chalese will suffer no harm if a stay is granted. As of the filing of the Decree of Divorce, all of Chalese's attorney's fees and costs have been paid in full, with the exception of the small amount owed to Mr. Schneider.⁶ The district court's order, however, completely abridges Chalese's stated desire to contest the fees she owes to Mr. Schneider and Adam is in no position to intervene in that contractual dispute between Chalese and her former counsel.

4. Whether Adam is likely to prevail on the merits in the appeal or writ.

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

In the Decree of Divorce, the district court based an award of attorney's fees in part on the claim that Adam filed emergency motions throughout the case, especially while Judge Cheryl Moss, the Judge assigned to the case for most of the time the case was being litigated. While the district court deemed them as "frivolous and unnecessary,"⁷ Judge Moss, who actually ruled on them, did not. Instead, Judge Moss regularly granted Adam's requests related to the best interest of the minor children. Such orders included findings that Chalese was neglecting the children's educational and medical needs, was exposing the children to illegal drug use by her and her boyfriend, had the children living with

⁶ In the amount of \$10,875.

⁷ Page 48, lines 8/9, of the Decree of Divorce.

Chalese's boyfriend Josh, who had threatened domestic violence against Adam at least two times, in addition to a slew of other parental shortcomings on Chalese's part. The district court essentially substituted its judgment in place of Judge Moss who had already ruled on matters from years ago that Chalese did not request to be reconsidered and therefore were *res judicata*.

It is notable that the district court in its Decree references that Chalese filed a motion after trial to address an incident that had just occurred wherein Chalese's boyfriend, Josh Lloyd, got into an argument with Chalese and broke a television in the process.⁸ Josh was arrested at the time and charged with domestic violence, with the district court stating Chalese acted properly by removing the children from the home and calling the police. The district court inexplicably applauds Chalese for removing the children from the home where her violent boyfriend lived but gives no credence to the fact these were the types of situations and motions Adam was forced to file during the divorce but that the district court punishes him for in its Decree of Divorce via fees.

The district court also based its award of attorney's fees on a disparity in income. However, the district court makes no reference to the fact that Chalese's mother paid almost all of her attorney's fees, nor did the district court find that these payments were anything other than a gift from Chalese's mother. Chalese's fees to The Pecos Law Group (Chalese's prior counsel) and Cramer/Ghibaud (Chalese's current counsel) have been paid in full from the monies gifted to Chalese by her mother yet the district court went to great lengths

⁸ Page 26, lines 10 through 14 of the Decree of Divorce.

to describe the income disparity between the parties. The district court does, however, reference in support of awarding Chalese fees that Adam's parents paid for his attorney's fees. It is unclear how the district court can use Adam's parents' generosity against him while remaining silent on Chalese's mother's generosity, nor how a disparity in income factors into the analysis when both parties had their families voluntarily paid for their fees.

The district court cites to *Logan v. Abe* for the proposition that a party can recover attorney's fees despite a third party's payment of those fees.⁹ However, that case is distinguishable in several regards. First, that case involved an insurance company paying the fees for its insured which was required under the terms of the insurance contract and not a gesture of goodwill. Additionally, the case had to do with a grant of fees because the Plaintiff did not beat the offer of judgment made by the Defendant. Neither of those facts are present here. Additionally, it does not account for Chalese's choice of one of the most expensive family law firms in town. The district court makes no attempt to distinguish what fees Chalese incurred that she was "required" to incur. For example, Chalese was required to seek new counsel after her actions caused The Pecos Law Group to withdraw, but to award her those fees seems to be completely devoid of logic.

Additionally, Adam was not the only one that filed motions in this case. Chalese filed several herself, except that most of Chalese's motion were denied, with the district court making no note of that. One example from when Chalese was represented by Mr. Schiender involved her filing a motion to get money from the trust account after the sale

⁹ *Logan v. Abe*, 131 Nev. Adv. Op. 31, 350 P.3d 1139 (Nev. 2015).

of the former marital house in order to buy a new house for herself and her boyfriend that she bought in violation of the joint preliminary injunction. Others involve motions for a change of custody that were denied by Judge Moss.

The district court cannot just categorize all attorney's fees as necessary expenses without an examination as to who is relatively responsible for the fees. To hold otherwise is just absurd. If the roles were reversed and Chalese filed every single motion in this case and Adam merely opposed them, then the district court's blanket grant of fees would require the spouse in the worse financial position to accede to every single demand or have to pay the other side's fees for their actions. Thus, the district court cannot do a blanket grant of fees without an analysis of the necessity of those fees. The district court is well aware of this requirement as the district court laid out the *Brunzell* factors, but the district court utterly failed to conduct an analysis under *Brunzell*. Under *Brunzell*, the district court must evaluate (a) the qualifications of counsel; (b) character of work to be done; (c) actual work performed; and (d) the result.¹⁰ While the district court references the factors, it makes no specific findings as to them, as is required. This failure alone will result in the award mandates overturning the fees.

Additionally, the district court cannot effectively use a time machine to go against the law of the case. Judge Moss did not award Chalese attorney's fees. However, by blanket-granting Chalese fees for every single thing her attorneys did, regardless of the outcome, the district court is effectively going back in time and retroactively awarding fees

¹⁰ *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969).

over what the previous judge did in this case. It also disregards the fact that it awards Chalese fees incurred by her prior counsel in unsuccessfully opposing Adam's motions or in having denied Chalese's motions. This is a direct violation of the law of the case doctrine. Previous decisions must be respected.

On the same topic of a blanket award of fees and law of the case, The Pecos Law Group opposed Adam's request to disqualify the district court judge and asked for fees for responding. Judge Bell denied the request for fees as Chalese was not required to respond to the motion to disqualify. The Memorandum of Cost submitted by The Pecos Law Group shows that Chalese was billed for the time spent preparing the Opposition. Adam acknowledges that the district court awarded Chalese \$180,000 for The Pecos Law Group's representation while the actual fee billed were just over \$207,000. However, this underscores the likelihood of success on appeal as the district court has not delineated in the Decree of Divorce its thinking in this regard. One district court judge cannot overrule the decision of another district court judge.

Additionally, based on the above and just as troubling, the district court's Decree of Divorce overwhelmingly gives the impression that fees are being awarded as a litigation sanction. Sanctions are to be done on a graduated scale and not done retroactively. This unjust punitive measure cannot be explained.

Adam will also likely prevail on the district court's order that he pay Mr. Schiender's attorney's fees. Chalese objected to his fee, believed it was unwarranted and appealed Judge Moss' order. But for it being dismissed for jurisdiction and not being a final order, her

position would be that the fees awarded were unreasonable. Chalese now has no incentive to appeal this fee as she is not responsible for it and Adam is no position to intervene in a contractual dispute between Chalese and her former counsel.

Finally, the Decree of Divorce is strewn with legal errors, insufficient findings, and rulings that constitute an abuse of discretion. An example of this is the district court finding that Adam was gifted \$85,000 from his father, resulting in Adam having a separate property interest in the sales proceeds from the prior marital residence. However, the district court failed to account for these monies in its division of assets. Another example is the district court ordering Adam to pay 65% of the children's educational expenses, with Chalese only paying 35%, without any findings in support. When the district court's decision is in relevant part overturned, and with Adam the prevailing party, it cannot be said that a disparity in income will still be a viable basis upon which to award attorney's fees.

In sum, the district court erroneously awarded Chalese the entirety of her legal fees without any attempt to justify awarding the entire amount. Chalese's fees were paid by her mother. As a result, attorney's fees were inappropriate and should not be considered in this case.

B. The money currently held in the undersigned's trust should be ordered as the security for this stay.

A supersedeas bond or security is usually required when requesting a stay of enforcement pending appeal. NRAP 62(d). The purpose of such a bond or security is to protect the prevailing party from loss resulting from a stay of execution of the judgment,

preserving the status quo, and preventing prejudice to the prevailing party arising from the stay.

In this case, Adam agrees to leave the \$92,599.99 in the undersigned's trust account in place. It will remain untouched pending the outcome of the appellate proceedings to ensure Chalese is protected in the event she prevails in this appeal. However, if the court requires additional security via a supersedeas bond for the difference, Adam is willing to do so.

CONCLUSION

Based upon the foregoing, Adam requests that this Court stay enforcement of the award of attorney's fees and costs and any related disbursements pursuant to the decree of divorce, and that the money in the undersigned's trust account remain in place as the security pending the outcome of the appeal.

DATED Thursday, July 07, 2022.

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 Appellant

CERTIFICATE OF SERVICE

I hereby certify that the foregoing *Motion to Stay Payment of Attorney's Fees and Costs* was filed electronically with the Nevada Supreme Court in the above-entitled matters on Thursday, July 7, 2022. Electronic service of the foregoing document shall be made in accordance with the Master Service List, pursuant to NEFCR 9, as follows:

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

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

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

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

* * * * *

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

DECREE OF DIVORCE

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

FINDINGS OF FACT

Jurisdiction:

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

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

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

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

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

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

10 ***Personal:***

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

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

16 ***Pleadings:***

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

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

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

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

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

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

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

12 ***Procedural History:***

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

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

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

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

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

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

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

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

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

22 (e) 12/9/19 - Adam's Motion for Custody Evaluation was granted and was
23 to include Plaintiff's girlfriend. Chalese's counsel pointed out to the Court that:
24 "Custody is not an appropriate method to punish a parent you have to look at the best
25 interest of the children. So she violates a court order you sanction her, give her
26 warnings, but custody is not to be used as a sword that case law is clear." The Court
27 orders Defendant preliminary attorney's fees,
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1 (f) 2/26/20 hearing- Adam's Motion to Reconsider (Doc. 232); Chalese's
2 Countermotion to Restore Joint Physical Custody (Doc.239) Adam argues that a
3 Custody Evaluation will show that now Chalese suffers from mental illness and that
4 the timing was a way to "resuscitate her case". The issue of the Court using custody
5 time to punish Chalese; and that the income of a non-spouse should be considered so
6 he could avoid paying his spousal support. Chalese argues that she has complied with
7 all of the Court's requests; the prior judge ignored Chalese's argument and still only
8 relief upon Josh (boyfriend) prior alleged acts to not provide Chalese her legal rights.
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10 (g) 4/6-13/20 hearing- Adam's Motion for Change of Custody based upon
11 Emergency Circumstances (Doc. 286); Chalese's Opposition and countermotion
12 (Doc. 295), which included Adam's interrogation of children as to what goes on at
13 Chalese's home; the prior judge solely used the issues of Josh to maintain the status
14 quo.

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

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

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

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

26 (4) *Trial- Day 1:* 5/10/21: The Court heard testimony of Dr. John Paglini.
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1 (5) Plaintiff filed a Motion to Disqualify Judge (5/13/21 - Doc. 427);
2 Defendant filed Opposition (5/14/21 - Doc. 428); Judge filed Response (5/24/21-
3 Doc. 429); Chief Judge Linda Bell heard the Motion on the pleadings; Decision &
4 Order (6/24/21 - Doc. 444) denying the Motion to Disqualify.

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

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

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

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

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

23 (11) 3/2/22 - Trial Day 4 - Court heard testimony of Jessica Sellers, the
24 Plaintiff and Defendant.
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1 (12) 3/3/22 - Trial Day 5 - Court heard remainder of Defendant's
2 testimony. Ordered closing argument briefs by March 17, 2022; set return date for
3 Decision for April 14, 2022¹.
4

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

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

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

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

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

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

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27
28 ¹ Judge Perry contracted Covid-19 and thereafter acute pancreatitis and pneumonia, including
hospitalization, between March 8 and April 9, 2022.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 ***Investigator Curtis Doyal:***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 These issues include but are not limited to:

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

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

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

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

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

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

1 ***Micro Managing***

2 THE COURT HEREBY FINDS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 ***SPECIFIC FINDINGS - OVERALL***

12 **THE COURT HEREBY FINDS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 (d) *Level of Conflict between parents*

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

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

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

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

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

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

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

23 For now, this renders this factor favors Chalese.

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

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

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

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

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

8 This factor is neutral but slightly favors Adam.

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

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

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

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

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

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

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

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

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

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

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

11 This factor favors Chalese.

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

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

14 (m) *Other.*

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

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

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

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

8 *Post-Trial Motion*

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

14 * * * * *

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

17 **CONCLUSIONS OF LAW**

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

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

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

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

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

12 5. When making a custody determination, the sole consideration is the
13 best interests of the child. NRS 125C.0035(1); *Davis v. Ewalefo*, 131 Nev. 445, 451,
14 352 P.3d 1139, 1143 (2015). Moreover, the district court's order "must tie the child's
15 best interest, as informed by specific, relevant findings respecting the [best interest
16 factors¹ and any other relevant factors, to the custody determination made." *Davis*,
17 131 Nev. at 451, 352 P.3d at 1143.

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

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

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

4 * * * * *

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

7 **DECREE & ORDERS**

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

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

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

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

26 **PERMANENT BEHAVIORAL ORDER**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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COMMUNICATION

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

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

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

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

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

4 **CHILD CUSTODY**

5 ORDERED that the Court believes the it is in the best interests of the
6 children, despite the trial testimony, factors and the within findings of the Court,
7 herein that the parties are awarded **Joint Legal Custody** over the two minor
8 children, to wit: Michael Adam Solinger (dob 6/16/15-currently age 6³/₄), and
9 Marie Leona Solinger (dob 8/28/17- currently age 5¹/₂).
10

11 *Joint Legal Custody Orders:*

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

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

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

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

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

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

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

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

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

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

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

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

24 ORDERED that again, that the Court believes the it is in the best interests
25 of the children, despite the trial testimony, factors and the within findings of the
26 Court, herein the parties are awarded **Joint Physical Custody** of the minor
27 children, to wit: Michael Adam Solinger (dob 6/16/15-currently age 6³/₄), and
28 Marie Leona Solinger (dob 8/28/17- currently age 5¹/₂), and it is further

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

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

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

7 **HOLIDAYS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 ORDERED that various Miscellaneous Provisions are as follows:

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

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

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

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

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

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

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

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

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

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

3 2. For two children, the sum of:

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

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

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

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

11 Plaintiff/Dad GMI = \$9,799

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

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

\$1,737.89

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

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

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

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

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

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

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

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

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

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

20 **OTHER MISCELLANEOUS CHILD EXPENSES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 **ATTORNEY'S FEES AND COSTS**

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

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

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

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

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

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

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

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

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

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

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

4 * * * * *

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

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

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

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

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

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

18 EXPERT WITNESS FEES

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

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

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

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

17 ATTORNEYS FEES AND COSTS

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

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

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

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

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

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

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

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

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

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

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

ORDERED that:

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

PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of this court, or removes the child from the jurisdiction of the court without the consent of either the court or all persons who have the right to custody or visitation is subject to being punished for a category D felony as provided in NRS 193.130.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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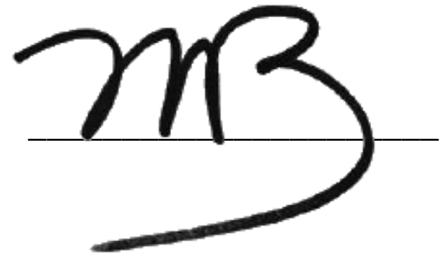
OTHER PROVISIONS

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

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

THIS IS A FINAL DECREE

Dated this 25th day of May, 2022

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

449 FAA A35D 2301
Mary Perry
District Court Judge

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

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

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 5/25/2022

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

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EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

ORDR

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

* * * * *

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

ORDER

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

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

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

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

1 4. Plaintiff resubmitted the Order Shortening Time, but did not efile proof
2 of service with the Court of the ex-Parte Application as requested¹. The Court took
3 no further action, awaiting proof of service, which was never filed.
4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

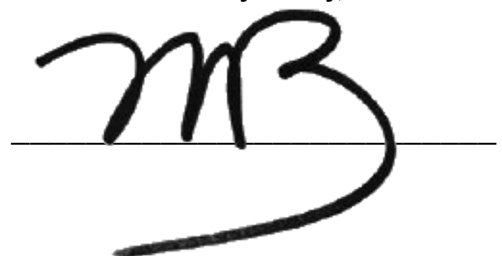
13 ORDERED that all payments as ordered in the Decree of Divorce are to be
14 timely disbursed by the Abrams and Mayo Law Firm; and it is further

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

23 **SO ORDERED**

Dated this 31st day of May, 2022

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27
28

A handwritten signature in black ink, appearing to be 'MP', is written over a horizontal line. A long, sweeping underline extends from the bottom of the signature.

17A 055 8788 5998

Mary Perry
District Court Judge

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

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

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 5/31/2022

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

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