

ORIGINAL

FILED

2017 MAR 27 PM 4:29

Case No. 15-10DC-0876

Dept. No. I

The undersigned hereby affirms that
this document does not contain the
social security number of any person.


CHARLES R. KOZAK, Esq.

SUE SEVON
COURT CLERK
Electronically Filed
Mar 29 2017 01:38 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF CHURCHILL

SHAUGHNAN L. HUGHES, an
individual,

Plaintiff,

NOTICE OF APPEAL

VS.

ELIZABETH C. HOWARD, an
individual; and DOES I through
XX, inclusive,

Defendants

NOTICE OF APPEAL

Elizabeth C. Howard hereby appeals, to the Supreme Court of Nevada, the Order After February 6,
2017 Hearing entered on February 27, 2017.

Dated this 27th day of March 2017.


CHARLES R. KOZAK, ESQ. (SBN #11179)
chuck@kozaklusianilaw.com
KOZAK LUSIANI LAW
3100 Mill Street, Suite 115
Reno, Nevada 89502
Tel (775) 322-1239; Fax (775) 800-1767
Attorney for the Appellant

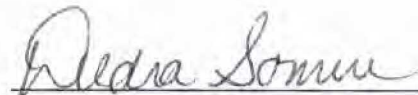
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CERTIFICATE OF SERVICE

On March 27, 2017, the undersigned, an employee of Kozak Lusiani Law, LLC., hereby certifies that I served the foregoing **NOTICE OF APPEAL** by depositing a copy thereof in U.S. Mail in Reno, Nevada, Certified postage prepaid, for delivery to the following:

Justin Townsend, Esq.
Allison MacKenzie, Ltd.
402 North Division Street
P. O. Box 646
Carson City, NV 89703-4168

DATED March 27, 2017.


Dedra Sonne
Employee of Kozak Lusiani Law, LLC

TRANSMISSION OF DOCUMENTS UPON FILING OF A NOTICE OF APPEAL

DOCUMENT TITLE

ENCLOSED

NOTICE OF APPEAL

YES

NO

CASE APPEAL STATEMENT

YES

NO

DISTRICT COURT DOCKET ENTRIES

YES

NO

JUDGMENT (S) or ORDER (S) APPEALED FROM

YES

NO

NOTICE OF ENTRY OF JUDGMENT (S) or
ORDER(S) APPEALED FROM

YES

NO

CERTIFICATION OF ORDER DIRECTING
ENTRY OF JUDGMENT PURSUANT TO
NRCP 54(b)

YES

NO

DISTRICT COURT MINUTES

YES

NO

EXHIBIT LIST

YES

NO

CERTIFICATE OF ORIGINAL DOCUMENTS

YES

NO

FEES

NOTICE OF APPEAL FILING FEE - \$24.00

YES

NO

APPEAL BOND - \$500.00

YES

NO

SUPREME COURT FILING FEE - \$250.00

YES

NO

ORIGINAL

FILED

2017 MAR 27 PM 4:29

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COURT CLERK

BY *[Signature]* DEPUTY

Case No. 15-10DC-0876

Dept. No. I

The undersigned hereby affirms that
this document does not contain the
social security number of any person.

[Signature]
CHARLES R. KOZAK, Esq.

IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF CHURCHILL

SHAUGHNAN L. HUGHES, an
individual,

Plaintiff,

CASE APPEAL STATEMENT

vs.

ELIZABETH C. HOWARD, an
individual; and DOES I through
XX, inclusive,

Defendants

CASE APPEAL STATEMENT

1). The Appellant filing this Case Appeal Statement is Elizabeth C. Howard.

2). Tenth Judicial District Court Judge Thomas L. Stockard is the Judge who issued the Order
from which Howard appeals.

3). The only Appellant involved in this Appeal is Elizabeth C. Howard who is represented on
Appeal by Charles R. Kozak, Esq. of Kozak Lusiani Law, LLC located at 3100 Mill Street, Suite 115,
Reno, Nevada 89502.

4). The only Respondent to this Appeal is Shaughnan L. Huges. Respondent is represented at
trial by Justin Townsend, Esq., 402 North Division Street, Carson City, Nevada 89703. Appellant

1 assumes, but has no actual knowledge, that Respondent's trial counsel will be Appellate counsel for
2 Respondent.

3 5). Appellant's counsel and Respondent's trial counsel, all identified in paragraphs 3 and 4
4 above, are licensed to practice law in the State of Nevada.
5

6 6). Appellant Howard was represented at the District Court level by Charles R. Kozak, Esq.
7 or Kozak Lusiani Law, LLC, 3100 Mill Street, Suite 115, Reno, Nevada 89502.

8 7). Appellant Howard is represented on Appeal by retained counsel Charles R. Kozak, Esq.
9 of Kozak Lusiani Law, LLC.
10

11 8). As of this time, Appellants have not been granted leave to proceed in forma pauperis.

12 9). The initial Complaint was filed in the District Court by Plaintiff Hughes on July 27, 2015.

13 10). On July 27, 2015, Hughes filed the Complaint in this matter for Partition of his alleged
14 interest in the Property under Nevada Revised Statutes ("NRS") 39.010. Hughes exerted undue
15 influence on Ms. Howard to quit claim an interest in her Property five (5) days after she closed the
16 sale. Hughes claimed he did some minimal labor and paid for some improvements and expenses on
17 the Property, however, the only expenses Hughes paid totaled at the most \$2,367.16. This amount
18 totals only 6% of the appraised value of the home of \$225,000.00. Despite a documented small
19 contribution, the Judge order that Hughes receive a one-half ½ interest in this property. This inequity
20 is contrary to Nevada law, which indicates that in the absence of an agreement between two
21 unmarried parties living together, each party is entitled to share in the property jointly accumulated in
22 the proportion that his or her funds contributed towards the acquisition. Beckman v. Mayhew, 49
23 Cal.App.3d 529, 122 Cal.Rptr. 604 (1975); Barlow v. Collins, 166 Cal.App.2d 274, 333 P.2d 64
24 (1958); Hill v. Estate of Westbrook, 95 Cal.App.2d 599, 213 P.2d 727 (1950); see also Vallera v.
25 Vallera, 21 Cal.2d 681, 134 P.2d 761 (1943).
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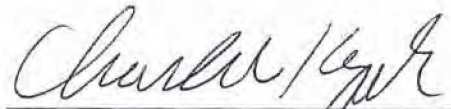
1 11). This case has never been the subject of any other appeal or writ proceeding in the Supreme
2 Court of Nevada.

3 12). This appeal does not involve child custody or visitation.
4

5 13). There is a possibility of settlement of this civil case.
6

7 **Pursuant to NRS 239B.030, the undersigned certifies that no Social Security numbers are
8 contained in this document.**

9 Dated this 27th day of March 2017.
10

11 

12 CHARLES R. KOZAK, ESQ. (SBN #11179)

13 chuck@kozaklusianilaw.com

14 KOZAK LUSIANI LAW

15 3100 Mill Street, Suite 115

16 Reno, Nevada 89502

17 Tel (775) 322-1239; Fax (775) 800-1767

18 *Attorney for the Appellant*
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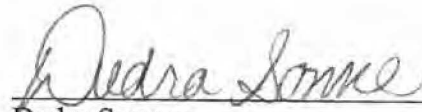
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CERTIFICATE OF SERVICE

On March 27, 2017, the undersigned, an employee of Kozak Lusiani Law, LLC., hereby certifies that I served the foregoing **CASE APPEAL STATEMENT** by depositing a copy thereof in U.S. Mail in Reno, Nevada, Certified postage prepaid, for delivery to the following:

Justin Townsend, Esq.
Allison MacKenzie, Ltd.
402 North Division Street
P. O. Box 646
Carson City, NV 89703-4168

DATED March 27, 2017.


Dedra Sonne
Employee of Kozak Lusiani Law, LLC

Churchill Case Summary

Shaughnan L. Hughes, Plaintiff, vs. Elizabeth C. Howard, Defendant.

Court: 15-10DC-0876

Agency: 10th Judicial District Court -
Department 1

CaseID: 15-876
Type: Real Property - Other
Received Date: 7/27/2015
Status: Appealed to Supreme Court
Status Date: 3/27/2017
Age: 610 days Active Age: 581 days

Case Attributes

Involvements

Charges

Case Status History

Correspondences

Documents

Events

Docket Summary

7/27/2015 2:48:00 PM | Complaint | Filed
Document Name: Complaint (Exempt from Arbitration)
7/27/2015 2:49:00 PM | Issued Document | Issued
Document Name: Summons
7/27/2015 2:50:00 PM | Filed Document | Filed
Document Name: Lis Pendens
9/21/2015 2:09:00 PM | Filed Document | Filed
Document Name: Affidavit in Support of Service by Publication of Summons
9/21/2015 2:09:00 PM | Request for Submission | Filed
Document Name: Request for Submission
9/23/2015 9:57:00 AM | Order | Filed
Document Name: Order Granting Publication of Summons
10/26/2015 2:23:00 PM | Filed Document | Filed
Document Name: Proof of Publication
11/2/2015 4:32:00 PM | Filed Document | Filed
Document Name: Corrected Proof of Publication
11/19/2015 3:47:00 PM | Filed Document | Filed
Document Name: Notice of Appearance (Charles Kozak - paid First Appearance Fee)
11/24/2015 8:31:00 AM | Answer | Filed
Document Name: Answer and Counterclaim
12/11/2015 4:00:00 PM | Motion | Filed
Document Name: Motion to Dismiss Counterclaim; Motion to Strike
12/30/2015 4:37:00 PM | Reply | Filed
Document Name: Plaintiff's Reply to the Failure to Oppose Motion to Dismiss Counterclaim; Motion to Strike
12/30/2015 4:37:00 PM | Request for Submission | Filed
Document Name: Plaintiff's Request for Submission of Motion to Dismiss Counterclaim; Motion to Strike
1/7/2016 2:17:00 PM | Order | Filed
Document Name: Order Granting Plaintiff's Motion to Dismiss Counterclaim; Motion to Strike
1/12/2016 2:26:00 PM | Filed Document | Filed
Document Name: Notice of Entry of Order Granting Plaintiff's Motion to Dismiss Counterclaim; Motion to Strike
3/15/2016 10:21:00 AM | Case Management Conference | Filed

Churchill Case Summary

Document Name: Plaintiff's Case Conference Report
3/15/2016 10:21:00 AM | Request for Hearing | Filed
Document Name: Request for Pretrial Conference
4/4/2016 2:17:00 PM | Reply | Filed
Document Name: Plaintiff's Reply to the Failure to Oppose Request for Pretrial Conference (NRCP 16)
4/4/2016 2:18:00 PM | Request for Submission | Filed
Document Name: Plaintiff's Request for Submission of Request for Pretrial Conference
4/8/2016 10:35:00 AM | Order | Filed
Document Name: Setting Memo
5/17/2016 9:20:00 AM | Motion | Filed
Document Name: Notice of Motion and Motion to Set Aside Dismissal of Counterclaim
5/19/2016 9:55:00 AM | Order | Filed
Document Name: Order After Pretrial Conference
6/20/2016 2:48:00 PM | Filed Document | Filed
SEALED
Document Name: Elizabeth Howard's Confidential Settlement Statement
6/20/2016 2:49:00 PM | Filed Document | Filed
Document Name: Elizabeth Howard's Opposition to Motion to Dismiss; Motion to Strike
6/23/2016 8:59:00 AM | Filed Document | Filed
SEALED
Document Name: Plaintiff's Confidential Settlement Statement
6/28/2016 3:35:00 PM | Motion | Filed
Document Name: Elizabeth Howard's Motion for Summary Judgment
7/8/2016 2:41:00 PM | Filed Document | Filed
Document Name: Notice of Withdrawal of Elizabeth Howard's Opposition to Motion to Dismiss; Motion to Strike Filed June 20, 2016
7/8/2016 2:42:00 PM | Filed Document | Filed
Document Name: Supplement to Elizabeth Howard's Motion to Set Aside Dismissal of Counterclaim Filed May 17, 2016
7/20/2016 3:32:00 PM | Filed Document | Filed
Document Name: Affidavit of Justin M. Townsend, Esq.
7/20/2016 3:32:00 PM | Filed Document | Filed
Document Name: Affidavit of Shaughan L. Hughes
7/20/2016 3:32:00 PM | Opposition to Motion | Filed
Document Name: Opposition to Motion for Summary Judgment
7/28/2016 2:09:00 PM | Opposition to Motion | Filed
Document Name: Opposition to Motion to Set Aside Dismissal of Counterclaim
7/28/2016 2:10:00 PM | Filed Document | Filed
Document Name: Affidavit of Justin M. Townsend, Esq.
7/29/2016 3:01:00 PM | Reply | Filed
Document Name: Reply to Opposition to Motion for Summary Judgment
8/24/2016 4:13:00 PM | Request for Submission | Filed
Document Name: Request for Submission
8/26/2016 4:38:00 PM | Motion | Filed
Document Name: Motion for Sanctions
8/26/2016 4:38:00 PM | Filed Document | Filed
Document Name: Affidavit of Justin M. Townsend, Esq.
8/26/2016 4:39:00 PM | Request for Submission | Filed
Document Name: Plaintiff's Request for Submission of Motion to Set Aside Dismissal of Counterclaim
8/26/2016 4:39:00 PM | Request for Submission | Filed
Document Name: Plaintiff's Request for Submission of Elizabeth Howard's Motion for Summary Judgment
9/7/2016 10:46:00 AM | Order | Filed
Document Name: Order Denying Defendant's Motion for Summary Judgment and Denying Defendant's Motion to Set Aside Dismissal of Counterclaim
9/12/2016 11:18:00 AM | Filed Document | Filed
Document Name: Notice of Entry of Order Denying Defendant's Motion for Summary Judgment and Denying Defendant's Motion to Set Aside Dismissal of Counterclaim
9/14/2016 2:39:00 PM | Opposition to Motion | Filed
Document Name: Verified Opposition to Motion for Sanctions
9/19/2016 2:46:00 PM | Filed Document | Filed
Document Name: Amended Initial Witness List and Document Disclosures Pursuant to NRCP 16.1

Churchill Case Summary

9/20/2016 11:54:00 AM | Motion | Filed
Document Name: Motion for Continuance

9/20/2016 11:55:00 AM | Filed Document | Filed
Document Name: Affidavit of Justin M. Townsend, Esq. In Support of Motion for Continuance

9/20/2016 11:56:00 AM | Filed Document | Filed
Document Name: Ex-Parte Motion for Order Shortening Time

9/20/2016 11:57:00 AM | Filed Document | Filed
Document Name: Affidavit of Justin M. Townshend, Esq. In Support of Ex Parte Motion for Order Shortening Time

9/20/2016 2:58:00 PM | Order | Filed
Document Name: Order Shortening Time

9/21/2016 11:03:00 AM | Reply | Filed
Document Name: Reply to Verified Opposition to Motion for Sanctions

9/21/2016 11:03:00 AM | Request for Submission | Filed
Document Name: Plaintiff's Request for Submission of Plaintiff's Motion for Sanctions

9/21/2016 3:03:00 PM | Filed Document | Filed
Document Name: Notice of Entry of Order Shortening Time

9/23/2016 3:19:00 PM | Opposition to Motion | Filed
Document Name: Opposition to Continuance in Part

9/23/2016 3:20:00 PM | Filed Document | Filed
Document Name: Affidavit of Charles R. Kozak in Support of Opposition to Continuance in Part

9/26/2016 4:26:00 PM | Reply | Filed
Document Name: Reply to Opposition to Motion for Continuance

9/26/2016 4:27:00 PM | Request for Submission | Filed
Document Name: Plaintiff's Request for Submission of Plaintiff's Motion for Continuance

9/27/2016 8:00:00 AM | Order | Filed
Document Name: Order Continuing Trial

9/28/2016 1:48:00 PM | Filed Document | Filed
Document Name: Notice of Entry of Order Continuing Trial

11/4/2016 11:16:00 AM | Motion | Filed
Document Name: Motion for Order to Show Cause

11/22/2016 4:10:00 PM | Opposition to Motion | Filed
Document Name: Opposition to Motion for Order to Show Cause

12/2/2016 2:28:00 PM | Order | Filed
Document Name: Order Regarding Property Appraisal

12/6/2016 2:54:00 PM | Reply | Filed
Document Name: Reply to Opposition to Motion for Order to Show Cause

12/6/2016 2:55:00 PM | Filed Document | Filed
Document Name: Affidavit of Justin M. Townsend, Esq. in Support of Reply to Motion for Order to Show Cause

12/6/2016 2:56:00 PM | Request for Submission | Filed
Document Name: Plaintiff's Request for Submission of Plaintiff's Motion for Order to Show Cause

12/7/2016 11:01:00 AM | Filed Document | Filed
Document Name: Notice of Entry of Order Regarding Property Appraisal

1/4/2017 10:23:00 AM | Filed Document | Filed
Document Name: Defendant's Case Conference Report

1/9/2017 2:25:00 PM | Motion | Filed
Document Name: Motion in Limine

1/18/2017 2:04:00 PM | Filed Document | Filed
Document Name: Defendant's Pre-Trial Disclosures Pursuant to NRCp 16.1(3)

1/20/2017 2:59:00 PM | Opposition to Motion | Filed
Document Name: Opposition to Plaintiff's Motion in Limine or in the Alternative Motion for Leave to Amend Answer

1/23/2017 11:37:00 AM | Filed Document | Filed
Document Name: Plaintiff's Pretrial Disclosures

1/25/2017 11:12:00 AM | Reply | Filed
Document Name: Reply to Opposition to Motion in Limine and Opposition to Motion for Leave to Amend Answer

1/25/2017 11:12:00 AM | Request for Submission | Filed
Document Name: Plaintiff's Request for Submission of Plaintiff's Motion in Limine

1/25/2017 1:29:00 PM | Filed Document | Filed
Document Name: Supplemental Pretrial Witness Disclosure

1/27/2017 12:41:00 PM | Order | Filed
Document Name: Order Regarding Motion in Limine and Motion to Amend Answer

Churchill Case Summary

1/30/2017 3:11:00 PM | Filed Document | Filed

SEALED

Document Name: Trial Statement

1/30/2017 3:12:00 PM | Filed Document | Filed

Document Name: Defendant's First Supplemental to Initial Disclosure of Witnesses and Documents

1/31/2017 11:28:00 AM | Filed Document | Filed

Document Name: Notice of Entry of Order Regarding Motion in Limine and Motion to Amend Answer

1/31/2017 11:31:00 AM | Filed Document | Filed

SEALED

Document Name: Trial Statement

2/27/2017 2:26:00 PM | Order | Filed

Document Name: Order After February 6, 2017 Hearing

3/1/2017 9:52:00 AM | Order | Filed

Document Name: Order Granting in Part and Denying in Part Motion for Sanctions

3/1/2017 10:43:00 AM | Filed Document | Filed

Document Name: Notice of Entry of Order After February 6, 2017 Hearing

3/3/2017 12:43:00 PM | Filed Document | Filed

Document Name: Notice of Entry of Order Granting in Part and Denying in Part Motion for Sanctions

3/17/2017 3:34:00 PM | Motion | Filed

Document Name: Motion for Reconsideration of Order in Part Granting Sanctions

3/20/2017 9:53:00 AM | Filed Document | Filed

Document Name: Affidavit of Justin M. Townsend, Esq. in Response to March 1, 2017 Order Granting in Part and Denying in Part Motion for Sanctions

3/20/2017 2:37:00 PM | Motion | Filed

Document Name: Amended Motion for Reconsideration of Order in Part Granting Sanctions

3/27/2017 4:29:00 PM | Appeal | Filed

Document Name: Notice of Appeal

3/27/2017 4:29:00 PM | Filed Document | Filed

Document Name: Case Appeal Statement

Hearings

5/17/2016 1:30:00 PM | Pre-Trial Hearing | Court Room 1 | Held

Document Name: Judge: Thomas L. Stockard

Law Clerk: Jeff Weed

Clerk: Shellie Hooten

Date of Hearing: May 17, 2016 - Pre-Trial Hearing

Present: Elizabeth C. Howard, Defendant

Shaughnan Hughes, Plaintiff

Kozak, Charles R., Esq., Defendant's Attorney

Justin M. Townsend, Esq., Plaintiff's Attorney

Not Present:

Sworn and Provided Testimony: Elizabeth C. Howard

Exhibits:

For statements made by Counsel and Court, please see attached JAVS Report.

COURT ORDERED: There were discussions on documents that Mr. Kozak stated he had filed with the Court. The Court did not have these documents nor did opposing counsel have. Ms. Howard was sworn and the Court examined her on what dealing she had with the Court regarding these documents. The Court inquired if the parties would like to do mediation. Counsel agreed. With some discussion the matter was set before Judge Estes for a Settlement Conference on June 29, 2016 at 9:00 a.m. The matter was set for trial on October 3, 2016 at 9:00 a.m. The Court instructed both parties to file Settlement Statements by June 20th with a 5 page limit. Both parties will have the property appraised by their own broker and submit their appraisals. The Court ordered that if the case does not settle, Mr. Kozak has until July 8, 2016 to file his Motion (supplement) and Mr. Townsend will have the statutory time to file his Response/Opposition.

Churchill Case Summary

6/29/2016 9:00:00 AM | Settlement Conference | Court Room 1

Document Name: Judge Estes

10/3/2016 9:00:00 AM | Civil Bench Trial | Court Room 1 | Continued - Plaintiff/Petitioner Request

Document Name: 1 full day

2/6/2017 9:00:00 AM | Civil Bench Trial | Court Room 1 | Held

Churchill Case Summary

Document Name: Judge: Thomas L. Stockard
Law Clerk: Carey Rosser
Clerk: Shellie Hooten

Date of Hearing: February 6, 2017 - Civil Bench Trial

Present: Elizabeth C. Howard, Defendant
Shaughnan Hughes, Plaintiff
Charles R. Kozak Esq., Defendant's Attorney
Justin M. Townsend Esq., Plaintiff's Attorney

Not Present:

Sworn and Provided Testimony: Elizabeth C. Howard
Shaughnan Hughes
John Hughes
Fallon Lee Hughes

Exhibits: 01 - Quitclaim Deed (Admitted)
02 - Property Tax Records (Admitted)
03 - Insurance Records (Admitted)
04 - Property Photographs (Admitted)
05 - Property Improvement Records (Marked for ID)
06 - Household Receipts (Marked for ID)
07 - Email from Defendant (Marked for ID)
08 - Plaintiff's Sales Receipts (Admitted)
09 - Special Use Permit Application (Admitted)
10 - Building Permit Application (Admitted)
11 - Owner Acknowledgment (Admitted)
12 - Building Permit (Admitted)
13 - Acceptance of Conditions Re: Water Well (Admitted)
14 - Assessor's Improvements List (Admitted)
15 - Emails from Defendant (Marked for ID)
16 - Defendant's GoFundMe Page (Marked for ID)
17 - Text message from Defendant (Marked for ID)
18 - Plaintiff's Gun Inventory (Marked for ID)
19 - Plaintiff's Personal Property List (Marked for ID)
20 - Defendant's Receipts (Marked for ID)
21 - Defendant's Bank Statement (Marked for ID)
A - Escrow Settlement Statement for 11633 Fulkerson Rd, Fallon (Marked for ID)
B - Bank of America Savings Statement for Elizabeth Howard (Marked for ID)
C - List of Elizabeth Howard's Home Improvement Invoices (Marked for ID)
D - Elizabeth Howard's Home Improvement Invoices (Marked for ID)
E - List of Verda Construction Materials (Marked for ID)
F - Verda's Construction Invoices (Marked for ID)
G - Dr. Hyman's Report of PQME Re-Examination (Marked for ID)
H - Elizabeth Howard's Bank of America Bank Statements (Marked for ID)
I - Walmart Pharmacy Medical Expense Summary (Marked for ID)
J - Appraisal of Real Property (Admitted)
K - A list of Invoices altered by Plaintiff (Marked for ID)
L - Hughes Discovery Produced and Description of Deficiency and Disproving Document (Admitted)

For statements made by Counsel and Court, please see attached JAVS Report.

COURT ORDERED: After hearing testimony from the parties and their witnesses, the Court stated it would take the matter under submission. The Court stated it would have an Order out within 21 days. Mr. Townsend indicated there was a pending Motion for Sanctions and would assume the Court would put that in the Order. The Court stated it would probably do a separate order on that Motion.

Churchill Case Summary

Tasks

Case Event Tree (Events with Relationships)

Case Obligations

Case No. 15-10DC-0876

Dept. I

FILED

2017 FEB 27 PM 2:26

SUE SEYON
COURT CLERK

BY Bennings

IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CHURCHILL

SHAUGHNAN L. HUGHES,

Plaintiff,

ORDER AFTER FEBRUARY 6, 2017

HEARING

vs.

ELIZABETH C. HOWARD, an individual;
and DOES I through XX, inclusive,

Defendants.

On February 6, 2017, this Matter came before the Court for a Trial on SHAUGHNAN HUGHES' (hereinafter "Mr. Hughes") Civil Complaint. At the trial, Mr. Hughes was present and was represented by Justin Townsend, Esq. ELIZABETH HOWARD (hereinafter "Ms. Howard") was also present and was represented by Charles Kozak, Esq.

At the trial, Mr. Hughes, Ms. Howard, John Hughes, and Fallon Hughes were each placed under oath and offered testimony. No other witnesses were called. Based upon the evidence provided, the Court makes the following findings and conclusions.¹ Mr. Hughes has also filed

¹ The Court made its factual findings in this case after considering the totality of evidence. It considered carefully the testimony of the parties and witnesses, as well as the documentary evidence. The Court determined the credibility of each witness and the weight to be given their testimony, especially in light of contradictory evidence and testimony presented during the hearing.

1 an Application for Order to Show Cause and a Motion for Sanctions, both of which will be
2 addressed in a separate Order.

3 **I. Factual and Procedural Background**

4 Mr. Hughes and Ms. Howard were involved in a romantic relationship in the years leading
5 up to the filing of the Complaint in this case. The couple began dating in the fall of 2009 after
6 Ms. Howard sold a number of coins to Mr. Hughes in his capacity as a buyer for Gold Star Coin.
7 Although both Mr. Hughes and Ms. Howard were living in California, they decided to move to
8 Fallon, Nevada in the summer of 2010. Together, they leased property on Melanie Drive for
9 approximately one year.² The couple then moved to another leased property on Stillwater Road.³

10 While living in Fallon, the parties sought a piece of property to purchase in the area. They
11 each applied for financing, but encountered a hurdle do to an IRS debt owed by Ms. Howard.
12 Then, Ms. Howard obtained a third party settlement in the approximate amount of Three Hundred
13 and Ninety Thousand Dollars (\$390,000), stemming from a workplace injury.⁴

14 In June of 2012, using funds from the third party settlement, Ms. Howard purchased a
15 parcel of real property in Churchill County, Nevada (hereinafter "Fulkerson property") for Sixty-
16 Seven Thousand Dollars (\$67,000.00).⁵ The property was conveyed to Ms. Howard by way of
17 Special Warranty Deed. Several days later, on July 11, 2012, Ms. Howard conveyed the
18 Fulkerson property by way of Quitclaim Deed to herself and Mr. Hughes as Joint Tenants.⁶

19 The property was originally in a dilapidated condition and required extensive
20 rehabilitation. The parties made a number of improvements, including: installing a fence; causing
21

22

² Both Mr. Hughes and Ms. Howard were listed on the lease.

23 ³ Again, both Mr. Hughes and Ms. Howard were listed on the lease.

24 ⁴ Based upon Ms. Howard's testimony and Mr. Hughes' testimony, the amount that Ms. Howard actually received
was approximately One Hundred and Fifty-Three Thousand Dollars (\$153,000). Recording of Ms. Howard's
Testimony, at 1:43:00 p.m.

⁵ Recording of Ms. Howard's Testimony, at 1:42:39 p.m.

⁶ See Plaintiff's Exhibit 1.

1 an accessory dwelling to be built on the property; erecting a garage and workshop area; pouring
2 a new concrete slab in front of the garage; rehabilitating a preexisting aircraft hangar; building a
3 series of retaining walls, an aviary, and a dog house; and making other landscaping improvements.
4 Ms. Howard contributed in excess of One Hundred Thousand Dollars (\$100,000) to the
5 improvements on the Fulkerson Property.⁷ For his part, Mr. Hughes and his daughter, Savannah
6 Hughes, completed much of the physical labor involved in the improvements. Mr. Hughes
7 testified that his financial contribution to the property was approximately Twenty Thousand
8 Dollars (\$20,000). Mr. Hughes' father also contributed to the improvement efforts by purchasing
9 a tractor and transferring funds from his checking account to Ms. Howard's checking account.⁸

10 With regard to regular expenses on the property, both parties testified that they had an
11 agreement whereby Ms. Howard was generally responsible for paying the property insurance
12 while Mr. Hughes was responsible for paying the property taxes.⁹ The parties noted only a few
13 exceptions when Mr. Hughes also paid monthly insurance premiums. Neither party presented
14 evidence regarding the payment of other regular expenses for the property.

15 Notably, the parties have provided several receipts for their purchases, but they have
16 limited documentation regarding the flow of money between themselves and between them and
17 their parents. Mr. Hughes maintained a safe with substantial cash reserves and several high-value
18 items, which he sold throughout the Fulkerson construction process. At times, the safe contained
19 cash belonging to Ms. Howard or her mother.¹⁰ Ms. Howard specifically testified that she
20

21 ⁷ Based upon the testimony, there is some ambiguity as to whether Ms. Howard personally contributed this entire
22 amount or if her mother contributed a portion of these funds. *See, e.g.* Recording of Ms. Howard's Testimony at
23 1:50:16 p.m. In any event some combination of Ms. Howard and her mother contributed in excess of \$100,000.

24 ⁸ There was conflicting testimony regarding one substantial transfer of \$5000 from John Hughes to Ms. Howard.
John Hughes testified that the funds were intended for improvements related to the garage. Ms. Howard testified
that \$3500 was a reimbursement for a truck that she purchased for Mr. Hughes. Upon review of the testimony, the
Court finds John Hughes' testimony more credible and finds that he contributed at least \$5000 toward the
improvements.

⁹ *See, e.g.* Recording of Ms. Howard's Testimony at 2:03:00 p.m.

¹⁰ There is no testimony as to whether the cash was stored separately from Mr. Hughes' funds or whether Ms. Howard
or her mother had independent access to the safe.

1 obtained her third party settlement in the form of money orders, which she placed in an envelope
2 in the safe. She later cashed several of the money orders and placed the cash in the safe as well.¹¹
3 Meanwhile, Mr. Hughes' father would transfer funds directly to Ms. Howard's checking account.
4 Although there is conflicting testimony regarding John Hughes' intent for the funds, it is clear
5 that there was never any kind of written or formal agreement regarding the funds. The funds were
6 simply transferred to Ms. Howard for the benefit of the family. Additionally, although Ms.
7 Howard paid for a majority of the materials on the home, many of the materials were specifically
8 intended for the projects on which Mr. Hughes was working. It is clear that the parties jointly
9 pursued each of the improvements and contributed some level of effort or funds toward their
10 completion. There was never any kind of formal agreement between the parties regarding how
11 much money either party would spend, how much time either party would spend, or what interest
12 either party would have after completion. In fact, at Trial, neither party was able to articulate,
13 with any degree of certainty, how much time or money either of them had dedicated to this
14 property.

15 Sometime around March of 2015 the relationship between the parties deteriorated. Ms.
16 Howard sought a Protection Order against Mr. Hughes from the New River Township Justice
17 Court, but her application was denied. Nevertheless, Ms. Howard replaced locks on the property
18 to prevent Mr. Hughes from accessing the property.¹² Thereafter, Mr. Hughes initiated this action
19 by filing his Complaint on July 27, 2015.

20 In his Complaint, Mr. Hughes seeks an accounting of his interest in the Fulkerson
21 Property. He further seeks an order directing the sale of the Fulkerson property and an equitable
22 division of the proceeds thereof between the parties. On November 24, 2015, Ms. Howard filed
23

24 ¹¹ Ms. Howard specifically stated that *she* put the cash in the safe because she did not know what else to do with it.
Recording of Ms. Howard's Testimony at 1:43:00 p.m.

¹² See Recording of Ms. Howard's Testimony at 2:02:00 p.m.

1 an Answer and Counterclaim requesting an order directing Mr. Hughes “to specifically perform
2 the action required to give 100% sole ownership of the property to [Ms. Howard].” In an Order
3 entered January 7, 2016, Ms. Howard’s Counterclaims were dismissed.¹³

4 During the course of litigation, the parties obtained an appraisal for the Fulkerson property
5 and they have stipulated to a current value of Two Hundred and Twenty-Five Thousand Dollars
6 (\$225,000).

7 II. Analysis

8 Mr. Hughes asks the Court to determine the parties’ respective rights to a parcel of real
9 property, which they own as joint tenants. A joint tenancy in real property may be created “by
10 transfer from a sole owner to himself or herself and others.” Nev. Rev. Stat. 111.065(1) (2015).
11 Once a joint tenancy is established, it may be partitioned at the request of a joint tenant in
12 accordance with Chapter 39 of the Nevada Revised Statutes. The Court must then determine the
13 respective interests of the parties in the real property. See Nev. Rev. Stat. 39.080 (2015).

14 The fractional shares held by joint tenants are presumed to be equal. See *Sack v. Tomlin*,
15 110 Nev. 204, 213 (1994)¹⁴ (citing *Sandars v. Knapp*, 674 P.2d 385 (Colo. Ct. App. 1983)
16 (holding that “[i]t is presumed that the shares of co-tenants are equal, whether they be tenants in
17 common or joint tenants”). “[U]nequal contributions toward acquisition of property by co-
18 tenants who are not related and show no donative intent can rebut the presumption of equal
19 shares.” *Id.* (quoting *Williams v. Monzingo*, 235 Iowa 434, 16 N.W.2d 619 (Iowa 1944)). When
20 there is a showing that the parties unequally contributed to the purchase price, a new presumption
21

22
23 ¹³ Ms. Howard’s subsequent Motion to Set Aside Dismissal of Counterclaim pursuant to NRCP 60(b)(1) was denied
24 in an order entered September 7, 2016.

¹⁴ The Court notes that the ruling in *Sack* was specific to land held as a tenancy in common, however the court in
Langevin found the precedent applicable to property owned as a joint tenancy. *Langevin v. York*, 111 Nev. 1481,
1485 (1995).

1 arises: that the parties intended to share in proportion to their contribution to the purchase price.

2 *Id.* See also *Langevin v. York*, 111 Nev. 1481, 1485 (1995).

3 In this case, the parties agree that they own the Fulkerson property in joint tenancy. Thus,
4 the Court begins with the presumption that Mr. Hughes and Ms. Howard's shares in the tenancy
5 are equal. The evidence regarding the parties' interests can be divided into two categories:
6 evidence pertaining to the initial formation of the joint tenancy and evidence pertaining to the
7 improvements on the property.

8 (a) Initial Formation

9 With respect to the initial formation, Ms. Howard argues that the parties' unequal
10 contribution to the purchase price of the real property rebuts the presumption of equal ownership.
11 Pursuant to *Langevin*, "there is a presumption that where co-tenants unequally share in the
12 purchase price of property, 'the co-tenants intended to share in proportion to the amount
13 contributed to the purchase price.'" 111 Nev. at 1485 (citing *Sack*, 110 Nev. at 210). Here, Mr.
14 Hughes does not dispute that Ms. Howard originally paid the entire purchase price of Sixty-Seven
15 Thousand Dollars (\$67,000) for the property, and that she was the sole owner of the property.
16 Within a few days, Ms. Howard executed the Quitclaim Deed, transferring title to herself and Mr.
17 Hughes as joint tenants. Thus, the Court finds, that Ms. Howard rebutted the initial presumption
18 of equal ownership.

19 However, Mr. Hughes has provided clear and convincing evidence of Ms. Howard's
20 donative intent at the time of the transfer—thereby rebutting the secondary presumption.
21 Specifically, Mr. Hughes argues that Ms. Howard intended to gift him an equal share in the joint
22 tenancy when she executed the quitclaim deed. "In Nevada, a valid inter vivos gift or donative
23 transfer requires a donor's intent to voluntarily make a present transfer of property to a donee
24 without consideration, the donor's actual or constructive delivery of the gift to the donee, and the

1 donee's acceptance of the gift" *Monzo v. Eighth Judicial Dist. Court of Nev. (In re Irrevocable*
2 *Trust Agreement of 1979)*, 331 P.3d 881, 885 (Nev. 2014). "Determining a donor's donative intent
3 and beliefs is a question for the fact-finder." *Id.* at 888.

4 Mr. Hughes presented overwhelming and largely uncontroverted evidence regarding Ms.
5 Howard's donative intent. Mr. Hughes testified that the parties jointly sought a piece of
6 investment property in Fallon. Both parties initially sought financing for the property, but altered
7 course when Ms. Howard obtained the third party settlement. The parties discussed putting both
8 names on the deed on several occasions and they ultimately went to the County Recorder's office
9 together to execute the quitclaim deed. Mr. Hughes testified that, at the time the deed was
10 executed, he paid the transfer tax of Two Hundred and Thirty Seven Dollars (\$237) after Ms.
11 Howard told him that she had "already paid her half" and that the transfer tax constituted his
12 half.¹⁵ Mr. Hughes also testified that Ms. Howard joked with him, saying, "when was the last
13 time you paid Two Hundred and Thirty-Seven Dollars for a Thirty-Seven Thousand Dollar
14 coin."¹⁶ The Court finds Mr. Hughes' testimony credible. Ms. Howard's statements at the time
15 of the transfer show that she intended to bestow unto Mr. Hughes a one-half interest in the
16 Fulkerson property.

17 Additionally, both Mr. Hughes and Ms. Howard testified that they had an informal
18 agreement whereby Ms. Howard paid the property insurance while Mr. Hughes paid the property
19 tax.¹⁷ In general, co-owners are responsible for their proportionate share of the expenses in a joint
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21
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¹⁵ See Recording of Mr. Hughes' Testimony at 9:25:10 a.m.

¹⁶ See Recording of Mr. Hughes' Testimony at 9:25:30 a.m. This statement is significant, because it refers to the history of coin exchanges between the parties. As noted previously, Mr. Hughes and Ms. Howard's relationship began with Ms. Howard selling coins to Mr. Hughes, and Mr. Hughes continued to work as a coin buyer for the first few years of their relationship. Although the math does not equate to exactly one-half of the original purchase price, the numbers are close enough to demonstrate donative intent.

¹⁷ Recording of Ms. Howard's Testimony at 2:02:40 p.m.

1 tenancy.¹⁸ Here, the parties had an agreement in which each of them paid comparable expenses.¹⁹
2 The parties continued to follow this agreement even after their relationship deteriorated and Ms.
3 Howard replaced the locks to prevent Mr. Hughes from entering the property.²⁰ This arrangement
4 supports a finding that both parties intended to share the property equally.

5 To controvert Mr. Hughes' evidence, Ms. Howard testified only that she had no memory
6 of purchasing the home or executing the quitclaim deed.²¹ By contrast, Ms. Howard was able to
7 testify in detail about conversations she had with Mr. Hughes before she purchased the property.
8 Ms. Howard also testified in detail about improvements that the parties made to the property after
9 they purchased it.²² Ms. Howard also recalled driving between Fallon and Western California on
10 a regular basis in the weeks before and after executing the deed.²³

11 Mr. Hughes and his father, John Hughes, each also testified that Ms. Howard was alert
12 and lucid during the timeframe of the quitclaim deed.²⁴ John Hughes testified that he had a
13 telephone conversation with Ms. Howard shortly after she executed the quitclaim deed in which
14 she stated that she put Mr. Hughes on the deed to protect him in the event that something happened
15
16

17 ¹⁸ See, e.g. 17 Amer. & Eng. Ency. Law, p. 686 (1900) (stating that "[t]he general rule is that all the co-tenants are
18 liable in proportion to their respective interests for the necessary expenses connected with the protection and
19 preservation of the common property")

20 ¹⁹ Based upon Plaintiff's Exhibits 2 and 3, the insurance costs were approximately \$150 per month or \$1800 per year
21 from 2015 forward. The property taxes went from \$800 for tax year 2013-2014 to \$1943 for tax year 2014-2015 and
22 \$2042 for tax year 2015-2016. There is no evidence regarding the property insurance cost prior to 2015. Based upon
23 the comparable cost for the 2014-2016 period, the Court finds that the parties intended to share the expenses
24 approximately equally.

²⁰ In fact, Mr. Hughes not only continued to pay the property taxes after he moved from the property, but also paid
at least one monthly payment for the property insurance.

²¹ See Recording of Ms. Howard's Testimony at 1:38:53 p.m. (Ms. Howard's testimony regarding the initial
purchase) & 1:39:22 p.m. (Ms. Howard's testimony regarding execution of the quitclaim deed)

²² The Court specifically notes Ms. Howard's ability to recall that she hired Hotwire to perform the electrical work
necessary to put a lamp in the living room, and that she hired Shawn Thursten from SRT Construction to put locks
on the front and rear doors of the home. She was also able to recall purchasing a water heater, toilet, and faucet for
the restroom. She also recalled purchasing a washer and dryer for the home, the receipt for which was dated the
same day as the quitclaim deed. See Recording of Ms. Howard's Testimony at 1:41:34 p.m.

²³ Ms. Howard testified that, in retrospect, she did not believe it was safe for her to be operating a motor vehicle
during this timeframe. Nevertheless, she did operate a motor vehicle and at the time of the Trial, she recalled having
operated the motor vehicle.

²⁴ Recording of Mr. Hughes' Testimony at 9:25:05 a.m.; Recording of John Hughes' Testimony at 11:47:00 a.m.

1 to her.²⁵ Upon review of the evidence, the Court does not find Ms. Howard's testimony—that
2 she simply cannot recall executing the quitclaim deed—credible. The Court finds that Ms.
3 Howard knowingly executed the deed with the intent to transfer an equal interest in the property
4 to Mr. Hughes.²⁶

5 In light of the evidence of Ms. Howard's donative intent at the time of transfer, Mr.
6 Hughes has rebutted the secondary presumption that the joint tenants intended to share in the
7 tenancy in proportion to their respective contributions to the purchase price. Thus, the Court finds
8 that the parties have equal interests in the joint tenancy.

9 (b) Improvements and Increased Value

10 The parties agree that the property was in an extremely dilapidated condition before they
11 began improving it. Both Mr. Hughes and Ms. Howard contributed substantially toward
12 improvements on the property in the years following the initial transfer. Based upon the stipulated
13 current property value of Two Hundred and Twenty-Five Thousand Dollars (\$225,000), the
14 property value increased by One Hundred and Fifty-Eight Thousand Dollars (\$158,000). In
15 general, if one co-tenant improves property held in joint tenancy, that tenant may be entitled to
16 reimbursement upon partition. See *Collier v. Collier*, 73 Ariz. 405, 413; 242 P.2d 537 (Ariz.
17 1952); *Denton v. Lazenby*, 255 Kan. 860, 863-64 (1994); *Milian v. De Leon*, 181 Cal. App. 3d
18 1185 (1986); see generally *Sack v. Tomlinson*, 110 Nev. 204 (1994); *McKissick v. McKissick*, 93
19 Nev. 139 (1977). The entitlement to contribution for improvements arises from principles of
20 equity, and one purpose is to ensure that the efforts of one co-tenant do not unjustly enrich another.

21
22 ²⁵ See Recording of John Hughes' Testimony at 11:46:40 a.m. Specifically, John Hughes stated that Ms. Howard
23 was worried that her family might interfere with Mr. Hughes' interest in the property if Ms. Howard died. The Court
24 finds John Hughes' testimony credible and notes that Ms. Howard's statement indicates that she was cognizant of
the right of survivorship in a joint tenancy. This further supports a finding that Ms. Howard intended to create a joint
tenancy when she executed the deed.

²⁶ The parties did not provide any evidence to suggest that the property value changed between the time that Ms.
Howard initially purchased the property and when she executed the quitclaim deed. Because the transfers were only
several days apart, and in the absence of evidence to the contrary, the Court finds that the value was \$67,000 at the
time of transfer.

1 See *Denton*, 255 Kan. at 863; *Janik v. Janik*, 474 N.E.2d 1054, 1057 (Ind. App. 1985); *Capogreco*
2 *v. Capogreco*, 378 N.E.2d 279 (Ill. App. 1978); *Clift v. Clift*, 10 S.W. 338, 341 (Tex. 1888). In
3 some instances, the value of an improvement is higher or lower than its cost. In such cases, it is
4 equity that guides the Court's determination of the appropriate value for reimbursement.²⁷ In any
5 event, in order to receive a reimbursement, a tenant who funds improvements must affirmatively
6 seek such reimbursement at the time of partition. See *Sack v. Tomlinson*, 110 Nev. 204 (1994).

7 Here, the parties each testified regarding their monetary and in-kind contributions to the
8 improvements on the property. Ms. Howard did not argue that she was entitled to a
9 reimbursement for any contribution, however she argued that the court should apportion the
10 parties' ownership interests in proportion to their expenses. Because the Court has found that the
11 parties are equal co-tenants, it will consider the issue of reimbursement to address Ms. Howard's
12 argument that she is entitled to more than a one-half interest in the property. Although Ms.
13 Howard argues that she expended in excess of Two Hundred Thousand Dollars (\$200,000) toward
14 the improvements on the property, many of the expenses were paid in cash, and there are no
15 records showing the source of the cash.²⁸ Further, neither party maintained sufficiently detailed
16 records to confirm their exact contributions. For example, it is undisputed that the single most
17 costly improvement on the property is the accessory dwelling, which the parties built as a
18 residence for Ms. Howard's mother. Even for this significant improvement, neither party
19 presented clear testimony or other evidence regarding their respective interests.

20
21
22
23 ²⁷ For example, if one co-tenant does not consent to an improvement and the cost of the improvement is substantially
24 higher than the resulting increase in value, the un-consenting co-tenant may not be responsible for his share of the
cost but rather his share of the increase in value.

²⁸ The court specifically notes that the evidence reveals that both Ms. Howard's mother and Mr. Hughes' father
contributed funds toward the improvements on the property. Because the parties operated primarily in cash, there
are very limited records pertaining to large transactions.

1 To begin, the evidence regarding the increase in property value attributable to the
2 accessory dwelling is limited.²⁹ Each party testified that the cost of the accessory dwelling was
3 likely in excess of One Hundred Thousand Dollars (\$100,000), however neither party was able to
4 narrow the cost to a more precise number. Of greater significance is the fact that the parties
5 provided conflicting testimony regarding the source of funds for the accessory dwelling.³⁰
6 Because the Court has no reliable evidence regarding who actually paid for the improvement, it
7 cannot find that Ms. Howard is entitled to a reimbursement.³¹

8 Further, it is clear that the parties jointly sought the construction of the accessory
9 dwelling.³² Each party testified that both parties were involved in procuring and directing the
10 contractors on this project. While each party testified that the majority of the labor performed on
11 the accessory dwelling was contracted, there is no dispute that Mr. Hughes performed site
12 preparation and clean-up services and worked with Ms. Howard to complete several
13 improvements to the interior.³³ Absent any evidence that either party is entitled to reimbursement,
14 the Court finds that the parties are entitled to equal shares of the resulting increased value.³⁴

15
16 ²⁹ The primary reference to the attributable increase in value appears in Defendant's Exhibit J, which is an Appraisal
17 of the property. The appraisal estimates a value attributable to the accessory dwelling that is \$76 per square foot or
18 \$76,000, total (the appraisal lists the square footage of the accessory dwelling at 1000 square feet). Plaintiff's Exhibit
19 14 is an Assessor's Improvement List for the property, it values the replacement cost of the Accessory Dwelling Unit
20 as \$118,486. There is no evidence establishing how this number was generated.

21 ³⁰ Mr. Hughes does not dispute that he did not contribute financially to the dwelling, but it is not clear whether the
22 funds came from Ms. Howard or her mother (who has no cognizable ownership interest in the property whatsoever).
23 See Recording of Ms. Howard's Testimony at 1:50:16 p.m. (Ms. Howard's testimony that she paid all of the
24 contractors in cash from a box in which her mother had all of her money).

25 ³¹ Notably, Ms. Howard's counsel argued during closing arguments that a combination of Ms. Howard and Ms.
26 Howard's mother had paid in excess of \$200,000. He argued that Ms. Howard's interest in the property should be
27 reflective of both her and her mother's contributions. In other words, he argued that the improvement had been a
28 gift to Ms. Howard from her mother and that Ms. Howard was entitled to the full benefit thereof. However, at Trial,
29 Ms. Howard presented no evidence whatsoever regarding her mother's intent when funding various improvements.
30 Thus, the Court has no basis for a finding that Ms. Howard has a greater interest in the improvements than Mr. Hughes.

31 ³² Specifically, Ms. Howard completed the initial Special Use Permit Application, Mr. Hughes completed the
32 Building Permit Application, and both parties completed the Owner Acknowledgment for the Special Use Permit.
33 See Plaintiff's Exhibits 9-11.

34 ³³ Specifically, Mr. Hughes testified that they installed some subflooring and various fixtures.

35 ³⁴ A similar analysis is applicable to the garage/workshop structure: each party contributed financial resources (Ms.
Howard contributed approximately \$20,000, which included approximately \$5,000 in funds from Mr. Hughes' father;
meanwhile, Mr. Hughes funded electrical work and the pouring of a concrete pad); Mr. Hughes also conducted site
preparation and cleanup. The parties clearly endeavored to complete this improvement together; each of them

1 With respect to Ms. Howard's other expenditures, almost every receipt offered into
2 evidence corresponds to a project on which Mr. Hughes was working. Ms. Howard primarily
3 provided the funds necessary to purchase tools and equipment while Mr. Hughes and his daughter
4 completed the vast majority of the labor for the improvements.³⁵ Mr. Hughes also alleges that he
5 expended approximately Twenty Thousand Dollars (\$20,000) in cash toward improvements, but
6 he has provided only one receipt for electrical work in the approximate amount of One Thousand
7 Dollars (\$1,000).³⁶ Although it is unusual to spend almost Twenty Thousand Dollars (\$20,000)
8 without records thereof, it is not inconsistent with the parties' general approach to this project.³⁷

9 Throughout the entire construction process, each party contributed significant resources
10 toward improving the property, but neither of them maintained any records showing a running
11 balance of the value of their respective contributions. Their lackadaisical approach to record
12 keeping tends to show that the parties were jointly working toward a common goal of increasing
13 the value of the property with an intent to share equally in the benefits.³⁸

14 Upon review of the testimony and other evidence presented at Trial, the Court finds that
15 each party is entitled to an equal share of the property. Based upon the property appraisal in
16 Defendant's Exhibit J, the vast majority of the property value is centralized in the building
17 structures, thus there is no practical way of conducting a partition. Because Ms. Howard is in
18 possession of the property and has denied Mr. Hughes access, she shall be directed to pay Mr.

19 _____
20 contributed resources toward the improvement with no formal bookkeeping or agreement regarding the value of their
21 contributions. In the absence of evidence to the contrary, the parties are each entitled to share in the increased value
22 resulting from this improvement.

23 ³⁵ By way of example, Ms. Howard purchased hundreds of railroad ties, which Mr. Hughes and his daughter used in
24 the construction of various retaining walls. See Defendant's Exhibit L, Bates Stamp EHTRIAL000520 (receipt for
25 256 Railroad Ties).

³⁶ See Recording of Mr. Hughes' Testimony at 11:32:27 a.m.

³⁷ The parties almost entirely operated in cash, as exemplified by the fact that Ms. Howard obtained a \$137,000.00
settlement in cashier's checks, which she subsequently cashed and maintained in a safe.

³⁸ Regarding the parties' intent to share in the benefits, the Court also notes that Ms. Howard testified that she intended
for Mr. Hughes to be an equal co-tenant after the parties were married. Recording of Ms. Howard's Testimony at
2:03:45 p.m. Both parties testified that they discussed marriage throughout most of the construction process, but
their plans never came to fruition. Nevertheless, Ms. Howard's testimony indicates that at the time of the
construction, the parties discussed marriage and even she believed that they would be equal co-tenants in the future.

1 Hughes his one-half share of Two Hundred and Twenty-Five Thousand Dollars (\$225,000), less
2 his one-half share of closing costs, fees and standard realtor commission by no later than July 1,
3 2017.

4 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED**

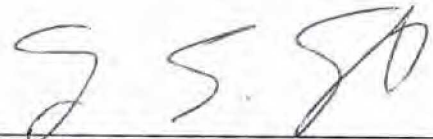
5 1. By no later than June 1, 2017, Ms. Howard shall buy-out Mr. Hughes' share in the property
6 by paying him his one-half share of Two-Hundred and Twenty-Five Thousand Dollars
7 (\$225,000), less his one-half share of standard fees and costs associated with the sale of
8 real property.

9 a. Ms. Howard shall transfer Mr. Hughes' payment to Mr. Hughes' attorney's trust
10 account, where it shall remain until Mr. Hughes executes the documents necessary
11 to transfer his interest in the joint tenancy to Ms. Howard.

12 2. If, by June 1, 2017, Ms. Howard declines to exercise the option of buying-out Mr. Hughes,
13 the parties shall immediately list the property for sale with a mutually agreeable Realtor
14 who regularly conducts business in Churchill County, Nevada. If the parties cannot agree
15 upon a realtor, they shall file an application for setting to put this matter on calendar for
16 the Court to designate a realtor.

17 IT IS SO ORDERED.

18 Dated this 27th day of February 2017.

19 
20 THOMAS L. STOCKARD
21 DISTRICT JUDGE
22
23
24

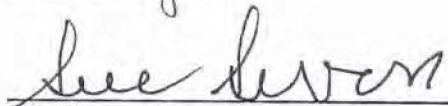
CERTIFICATE OF MAILING

The undersigned, an employee of the Tenth Judicial District Court, hereby certifies that I served the foregoing **ORDER AFTER FEBRUARY 6, 2017 HEARING** on the parties by depositing a copy thereof in the U.S. Mail at Fallon, Nevada, postage prepaid, as follows:

Justin Townsend, Esq.
Allison MacKenzie, Ltd.
402 North Division Street
Carson City, NV 89703-4168

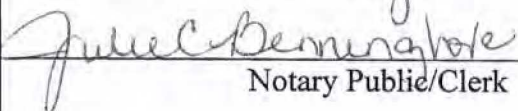
Charles R. Kozak, Esq.
Kozak Lusiani Law, LLC
3100 Mill Street, Suite 115
Reno, NV 89502

DATED this 27th day of February, 2017.


Sue Sevon, Court Administrator

Subscribed and sworn to this

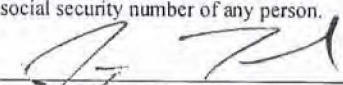
27th day of February 2017.


Notary Public/Clerk

1 Case No.15-10DC-0876

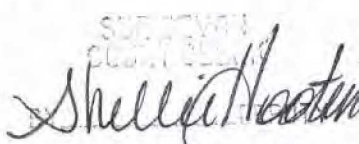
2 Dept. No. I

3 The undersigned hereby affirms that
4 this document does not contain the
5 social security number of any person.

6 
7 JUSTIN M. TOWNSEND, Esq.

FILED

2017 MAR -1 AM 10:43



8 IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
9 IN AND FOR THE COUNTY OF CHURCHILL

10 SHAUGHNAN L. HUGHES, an
11 individual,

12 Plaintiff,

13 vs.

14 ELIZABETH C. HOWARD, an
15 individual; and DOES I through
16 XX, inclusive.


17 Defendants.

18 **NOTICE OF ENTRY OF ORDER AFTER**
19 **FEBRUARY 6, 2017 HEARING**

20 NOTICE IS HEREBY GIVEN that on the 27th day of February, 2017, the Court duly
21 entered an *Order After February 6, 2017 Hearing* in the above-entitled matter. A copy of said
22 *Order* is attached hereto as **Exhibit "1"**.

23 DATED this 28th day of February, 2017.

24 ALLISON MacKENZIE, LTD.
25 402 North Division Street
26 Carson City, NV 89703-4168

27 By: 
28 JUSTIN M. TOWNSEND, ESQ.
Nevada State Bar No. 12293

Attorneys for Plaintiff,
SHAUGHNAN L. HUGHES

ALLISON MacKENZIE, LTD.
402 North Division Street, P.O. Box 646, Carson City, NV 89702
Telephone: (775) 687-0202 Fax: (775) 882-7918
E-Mail Address: law@allisonmackenzie.com

CERTIFICATE OF SERVICE

Pursuant to NRCP Rule 5(b), I hereby certify that I am an employee of ALLISON, MacKENZIE, LTD., Attorneys at Law, and that on this date, I caused the foregoing document to be served on all parties to this action by:

- ☒ Placing a true copy thereof in a sealed postage prepaid envelope in the United States Mail in Carson City, Nevada [NRCP 5(b)(2)(B)]
- ☐ Hand-delivery - via Reno/Carson Messenger Service [NRCP 5(b)(2)(A)]
- ☐ Electronic Transmission
- ☐ Federal Express, UPS, or other overnight delivery
- ☐ E-filing pursuant to Section IV of District of Nevada Electronic Filing Procedures [NRCP 5(b)(2)(D)]

fully addressed as follows:

CHARLES R. KOZAK, ESQ.
KOZAK LUSIANI LAW, LLC
3100 Mill Street, Suite 115
Reno, NV 89502

DATED this 28th day of February, 2017.


NANCY FONTENOT

4841-3202-7460, v. 1

EXHIBIT “1”

EXHIBIT “1”

FILED

2017 FEB 27 PM 2:26

SUE SEYON
COURT CLERK

By Julie Benninghoff

Case No. 15-10DC-0876

Dept. I

IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CHURCHILL

SHAUGHNAN L. HUGHES,

Plaintiff,

vs.

ELIZABETH C. HOWARD, an individual;
and DOES I through XX, inclusive,

Defendants.

ORDER AFTER FEBRUARY 6, 2017

HEARING

On February 6, 2017, this Matter came before the Court for a Trial on SHAUGHNAN HUGHES' (hereinafter "Mr. Hughes") Civil Complaint. At the trial, Mr. Hughes was present and was represented by Justin Townsend, Esq. ELIZABETH HOWARD (hereinafter "Ms. Howard") was also present and was represented by Charles Kozak, Esq.

At the trial, Mr. Hughes, Ms. Howard, John Hughes, and Fallon Hughes were each placed under oath and offered testimony. No other witnesses were called. Based upon the evidence provided, the Court makes the following findings and conclusions.¹ Mr. Hughes has also filed

¹ The Court made its factual findings in this case after considering the totality of evidence. It considered carefully the testimony of the parties and witnesses, as well as the documentary evidence. The Court determined the credibility of each witness and the weight to be given their testimony, especially in light of contradictory evidence and testimony presented during the hearing.

1 an Application for Order to Show Cause and a Motion for Sanctions, both of which will be
2 addressed in a separate Order.

3 I. Factual and Procedural Background

4 Mr. Hughes and Ms. Howard were involved in a romantic relationship in the years leading
5 up to the filing of the Complaint in this case. The couple began dating in the fall of 2009 after
6 Ms. Howard sold a number of coins to Mr. Hughes in his capacity as a buyer for Gold Star Coin.
7 Although both Mr. Hughes and Ms. Howard were living in California, they decided to move to
8 Fallon, Nevada in the summer of 2010. Together, they leased property on Melanie Drive for
9 approximately one year.² The couple then moved to another leased property on Stillwater Road.³

10 While living in Fallon, the parties sought a piece of property to purchase in the area. They
11 each applied for financing, but encountered a hurdle do to an IRS debt owed by Ms. Howard.
12 Then, Ms. Howard obtained a third party settlement in the approximate amount of Three Hundred
13 and Ninety Thousand Dollars (\$390,000), stemming from a workplace injury.⁴

14 In June of 2012, using funds from the third party settlement, Ms. Howard purchased a
15 parcel of real property in Churchill County, Nevada (hereinafter "Fulkerson property") for Sixty-
16 Seven Thousand Dollars (\$67,000.00).⁵ The property was conveyed to Ms. Howard by way of
17 Special Warranty Deed. Several days later, on July 11, 2012, Ms. Howard conveyed the
18 Fulkerson property by way of Quitclaim Deed to herself and Mr. Hughes as Joint Tenants.⁶

19 The property was originally in a dilapidated condition and required extensive
20 rehabilitation. The parties made a number of improvements, including: installing a fence; causing
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22
23 ² Both Mr. Hughes and Ms. Howard were listed on the lease.

24 ³ Again, both Mr. Hughes and Ms. Howard were listed on the lease.

⁴ Based upon Ms. Howard's testimony and Mr. Hughes' testimony, the amount that Ms. Howard actually received was approximately One Hundred and Fifty-Three Thousand Dollars (\$153,000). Recording of Ms. Howard's Testimony, at 1:43:00 p.m.

⁵ Recording of Ms. Howard's Testimony, at 1:42:39 p.m.

⁶ See Plaintiff's Exhibit 1.

1 an accessory dwelling to be built on the property; erecting a garage and workshop area; pouring
2 a new concrete slab in front of the garage; rehabilitating a preexisting aircraft hangar; building a
3 series of retaining walls, an aviary, and a dog house; and making other landscaping improvements.
4 Ms. Howard contributed in excess of One Hundred Thousand Dollars (\$100,000) to the
5 improvements on the Fulkerson Property.⁷ For his part, Mr. Hughes and his daughter, Savannah
6 Hughes, completed much of the physical labor involved in the improvements. Mr. Hughes
7 testified that his financial contribution to the property was approximately Twenty Thousand
8 Dollars (\$20,000). Mr. Hughes' father also contributed to the improvement efforts by purchasing
9 a tractor and transferring funds from his checking account to Ms. Howard's checking account.⁸

10 With regard to regular expenses on the property, both parties testified that they had an
11 agreement whereby Ms. Howard was generally responsible for paying the property insurance
12 while Mr. Hughes was responsible for paying the property taxes.⁹ The parties noted only a few
13 exceptions when Mr. Hughes also paid monthly insurance premiums. Neither party presented
14 evidence regarding the payment of other regular expenses for the property.

15 Notably, the parties have provided several receipts for their purchases, but they have
16 limited documentation regarding the flow of money between themselves and between them and
17 their parents. Mr. Hughes maintained a safe with substantial cash reserves and several high-value
18 items, which he sold throughout the Fulkerson construction process. At times, the safe contained
19 cash belonging to Ms. Howard or her mother.¹⁰ Ms. Howard specifically testified that she
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21 ⁷ Based upon the testimony, there is some ambiguity as to whether Ms. Howard personally contributed this entire
22 amount or if her mother contributed a portion of these funds. *See, e.g.* Recording of Ms. Howard's Testimony at
23 1:50:16 p.m. In any event some combination of Ms. Howard and her mother contributed in excess of \$100,000.

24 ⁸ There was conflicting testimony regarding one substantial transfer of \$5000 from John Hughes to Ms. Howard.
John Hughes testified that the funds were intended for improvements related to the garage. Ms. Howard testified
that \$3500 was a reimbursement for a truck that she purchased for Mr. Hughes. Upon review of the testimony, the
Court finds John Hughes' testimony more credible and finds that he contributed at least \$5000 toward the
improvements.

⁹ *See, e.g.* Recording of Ms. Howard's Testimony at 2:03:00 p.m.

¹⁰ There is no testimony as to whether the cash was stored separately from Mr. Hughes' funds or whether Ms. Howard
or her mother had independent access to the safe.

1 obtained her third party settlement in the form of money orders, which she placed in an envelope
2 in the safe. She later cashed several of the money orders and placed the cash in the safe as well.¹¹
3 Meanwhile, Mr. Hughes' father would transfer funds directly to Ms. Howard's checking account.
4 Although there is conflicting testimony regarding John Hughes' intent for the funds, it is clear
5 that there was never any kind of written or formal agreement regarding the funds. The funds were
6 simply transferred to Ms. Howard for the benefit of the family. Additionally, although Ms.
7 Howard paid for a majority of the materials on the home, many of the materials were specifically
8 intended for the projects on which Mr. Hughes was working. It is clear that the parties jointly
9 pursued each of the improvements and contributed some level of effort or funds toward their
10 completion. There was never any kind of formal agreement between the parties regarding how
11 much money either party would spend, how much time either party would spend, or what interest
12 either party would have after completion. In fact, at Trial, neither party was able to articulate,
13 with any degree of certainty, how much time or money either of them had dedicated to this
14 property.

15 Sometime around March of 2015 the relationship between the parties deteriorated. Ms.
16 Howard sought a Protection Order against Mr. Hughes from the New River Township Justice
17 Court, but her application was denied. Nevertheless, Ms. Howard replaced locks on the property
18 to prevent Mr. Hughes from accessing the property.¹² Thereafter, Mr. Hughes initiated this action
19 by filing his Complaint on July 27, 2015.

20 In his Complaint, Mr. Hughes seeks an accounting of his interest in the Fulkerson
21 Property. He further seeks an order directing the sale of the Fulkerson property and an equitable
22 division of the proceeds thereof between the parties. On November 24, 2015, Ms. Howard filed
23

24 ¹¹ Ms. Howard specifically stated that *she* put the cash in the safe because she did not know what else to do with it.
Recording of Ms. Howard's Testimony at 1:43:00 p.m.

¹² See Recording of Ms. Howard's Testimony at 2:02:00 p.m.

1 an Answer and Counterclaim requesting an order directing Mr. Hughes “to specifically perform
2 the action required to give 100% sole ownership of the property to [Ms. Howard].” In an Order
3 entered January 7, 2016, Ms. Howard’s Counterclaims were dismissed.¹³

4 During the course of litigation, the parties obtained an appraisal for the Fulkerson property
5 and they have stipulated to a current value of Two Hundred and Twenty-Five Thousand Dollars
6 (\$225,000).

7 II. Analysis

8 Mr. Hughes asks the Court to determine the parties’ respective rights to a parcel of real
9 property, which they own as joint tenants. A joint tenancy in real property may be created “by
10 transfer from a sole owner to himself or herself and others.” Nev. Rev. Stat. 111.065(1) (2015).
11 Once a joint tenancy is established, it may be partitioned at the request of a joint tenant in
12 accordance with Chapter 39 of the Nevada Revised Statutes. The Court must then determine the
13 respective interests of the parties in the real property. See Nev. Rev. Stat. 39.080 (2015).

14 The fractional shares held by joint tenants are presumed to be equal. See *Sack v. Tomlin*,
15 110 Nev. 204, 213 (1994)¹⁴ (citing *Sandars v. Knapp*, 674 P.2d 385 (Colo. Ct. App. 1983)
16 (holding that “[i]t is presumed that the shares of co-tenants are equal, whether they be tenants in
17 common or joint tenants”)). “[U]nequal contributions toward acquisition of property by co-
18 tenants who are not related and show no donative intent can rebut the presumption of equal
19 shares.” *Id.* (quoting *Williams v. Monzingo*, 235 Iowa 434, 16 N.W.2d 619 (Iowa 1944)). When
20 there is a showing that the parties unequally contributed to the purchase price, a new presumption
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23 ¹³ Ms. Howard’s subsequent Motion to Set Aside Dismissal of Counterclaim pursuant to NRCP 60(b)(1) was denied
24 in an order entered September 7, 2016.

¹⁴ The Court notes that the ruling in *Sack* was specific to land held as a tenancy in common, however the court in
Langevin found the precedent applicable to property owned as a joint tenancy. *Langevin v. York*, 111 Nev. 1481,
1485 (1995).

1 donee's acceptance of the gift" *Monzo v. Eighth Judicial Dist. Court of Nev. (In re Irrevocable*
2 *Trust Agreement of 1979)*, 331 P.3d 881, 885 (Nev. 2014). "Determining a donor's donative intent
3 and beliefs is a question for the fact-finder." *Id.* at 888.

4 Mr. Hughes presented overwhelming and largely uncontroverted evidence regarding Ms.
5 Howard's donative intent. Mr. Hughes testified that the parties jointly sought a piece of
6 investment property in Fallon. Both parties initially sought financing for the property, but altered
7 course when Ms. Howard obtained the third party settlement. The parties discussed putting both
8 names on the deed on several occasions and they ultimately went to the County Recorder's office
9 together to execute the quitclaim deed. Mr. Hughes testified that, at the time the deed was
10 executed, he paid the transfer tax of Two Hundred and Thirty Seven Dollars (\$237) after Ms.
11 Howard told him that she had "already paid her half" and that the transfer tax constituted his
12 half.¹⁵ Mr. Hughes also testified that Ms. Howard joked with him, saying, "when was the last
13 time you paid Two Hundred and Thirty-Seven Dollars for a Thirty-Seven Thousand Dollar
14 coin."¹⁶ The Court finds Mr. Hughes' testimony credible. Ms. Howard's statements at the time
15 of the transfer show that she intended to bestow unto Mr. Hughes a one-half interest in the
16 Fulkerson property.

17 Additionally, both Mr. Hughes and Ms. Howard testified that they had an informal
18 agreement whereby Ms. Howard paid the property insurance while Mr. Hughes paid the property
19 tax.¹⁷ In general, co-owners are responsible for their proportionate share of the expenses in a joint
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¹⁵ See Recording of Mr. Hughes' Testimony at 9:25:10 a.m.

¹⁶ See Recording of Mr. Hughes' Testimony at 9:25:30 a.m. This statement is significant, because it refers to the history of coin exchanges between the parties. As noted previously, Mr. Hughes and Ms. Howard's relationship began with Ms. Howard selling coins to Mr. Hughes, and Mr. Hughes continued to work as a coin buyer for the first few years of their relationship. Although the math does not equate to exactly one-half of the original purchase price, the numbers are close enough to demonstrate donative intent.

¹⁷ Recording of Ms. Howard's Testimony at 2:02:40 p.m.

1 arises: that the parties intended to share in proportion to their contribution to the purchase price.

2 *Id.* See also *Langevin v. York*, 111 Nev. 1481, 1485 (1995).

3 In this case, the parties agree that they own the Fulkerson property in joint tenancy. Thus,
4 the Court begins with the presumption that Mr. Hughes and Ms. Howard's shares in the tenancy
5 are equal. The evidence regarding the parties' interests can be divided into two categories:
6 evidence pertaining to the initial formation of the joint tenancy and evidence pertaining to the
7 improvements on the property.

8 (a) Initial Formation

9 With respect to the initial formation, Ms. Howard argues that the parties' unequal
10 contribution to the purchase price of the real property rebuts the presumption of equal ownership.
11 Pursuant to *Langevin*, "there is a presumption that where co-tenants unequally share in the
12 purchase price of property, 'the co-tenants intended to share in proportion to the amount
13 contributed to the purchase price.'" 111 Nev. at 1485 (citing *Sack*, 110 Nev. at 210). Here, Mr.
14 Hughes does not dispute that Ms. Howard originally paid the entire purchase price of Sixty-Seven
15 Thousand Dollars (\$67,000) for the property, and that she was the sole owner of the property.
16 Within a few days, Ms. Howard executed the Quitclaim Deed, transferring title to herself and Mr.
17 Hughes as joint tenants. Thus, the Court finds, that Ms. Howard rebutted the initial presumption
18 of equal ownership.

19 However, Mr. Hughes has provided clear and convincing evidence of Ms. Howard's
20 donative intent at the time of the transfer—thereby rebutting the secondary presumption.
21 Specifically, Mr. Hughes argues that Ms. Howard intended to gift him an equal share in the joint
22 tenancy when she executed the quitclaim deed. "In Nevada, a valid inter vivos gift or donative
23 transfer requires a donor's intent to voluntarily make a present transfer of property to a donee
24 without consideration, the donor's actual or constructive delivery of the gift to the donee, and the

1 tenancy.¹⁸ Here, the parties had an agreement in which each of them paid comparable expenses.¹⁹
2 The parties continued to follow this agreement even after their relationship deteriorated and Ms.
3 Howard replaced the locks to prevent Mr. Hughes from entering the property.²⁰ This arrangement
4 supports a finding that both parties intended to share the property equally.

5 To controvert Mr. Hughes' evidence, Ms. Howard testified only that she had no memory
6 of purchasing the home or executing the quitclaim deed.²¹ By contrast, Ms. Howard was able to
7 testify in detail about conversations she had with Mr. Hughes before she purchased the property.
8 Ms. Howard also testified in detail about improvements that the parties made to the property after
9 they purchased it.²² Ms. Howard also recalled driving between Fallon and Western California on
10 a regular basis in the weeks before and after executing the deed.²³

11 Mr. Hughes and his father, John Hughes, each also testified that Ms. Howard was alert
12 and lucid during the timeframe of the quitclaim deed.²⁴ John Hughes testified that he had a
13 telephone conversation with Ms. Howard shortly after she executed the quitclaim deed in which
14 she stated that she put Mr. Hughes on the deed to protect him in the event that something happened
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17 ¹⁸ See, e.g. 17 Amer. & Eng. Ency. Law, p. 686 (1900) (stating that "[t]he general rule is that all the co-tenants are
18 liable in proportion to their respective interests for the necessary expenses connected with the protection and
19 preservation of the common property")

20 ¹⁹ Based upon Plaintiff's Exhibits 2 and 3, the insurance costs were approximately \$150 per month or \$1800 per year
21 from 2015 forward. The property taxes went from \$800 for tax year 2013-2014 to \$1943 for tax year 2014-2015 and
22 \$2042 for tax year 2015-2016. There is no evidence regarding the property insurance cost prior to 2015. Based upon
23 the comparable cost for the 2014-2016 period, the Court finds that the parties intended to share the expenses
24 approximately equally.

²⁰ In fact, Mr. Hughes not only continued to pay the property taxes after he moved from the property, but also paid
at least one monthly payment for the property insurance.

²¹ See Recording of Ms. Howard's Testimony at 1:38:53 p.m. (Ms. Howard's testimony regarding the initial
purchase) & 1:39:22 p.m. (Ms. Howard's testimony regarding execution of the quitclaim deed)

²² The Court specifically notes Ms. Howard's ability to recall that she hired Hotwire to perform the electrical work
necessary to put a lamp in the living room, and that she hired Shawn Thursten from SRT Construction to put locks
on the front and rear doors of the home. She was also able to recall purchasing a water heater, toilet, and faucet for
the restroom. She also recalled purchasing a washer and dryer for the home, the receipt for which was dated the
same day as the quitclaim deed. See Recording of Ms. Howard's Testimony at 1:41:34 p.m.

²³ Ms. Howard testified that, in retrospect, she did not believe it was safe for her to be operating a motor vehicle
during this timeframe. Nevertheless, she did operate a motor vehicle and at the time of the Trial, she recalled having
operated the motor vehicle.

²⁴ Recording of Mr. Hughes' Testimony at 9:25:05 a.m.; Recording of John Hughes' Testimony at 11:47:00 a.m.

1 to her.²⁵ Upon review of the evidence, the Court does not find Ms. Howard's testimony—that
2 she simply cannot recall executing the quitclaim deed—credible. The Court finds that Ms.
3 Howard knowingly executed the deed with the intent to transfer an equal interest in the property
4 to Mr. Hughes.²⁶

5 In light of the evidence of Ms. Howard's donative intent at the time of transfer, Mr.
6 Hughes has rebutted the secondary presumption that the joint tenants intended to share in the
7 tenancy in proportion to their respective contributions to the purchase price. Thus, the Court finds
8 that the parties have equal interests in the joint tenancy.

9 (b) Improvements and Increased Value

10 The parties agree that the property was in an extremely dilapidated condition before they
11 began improving it. Both Mr. Hughes and Ms. Howard contributed substantially toward
12 improvements on the property in the years following the initial transfer. Based upon the stipulated
13 current property value of Two Hundred and Twenty-Five Thousand Dollars (\$225,000), the
14 property value increased by One Hundred and Fifty-Eight Thousand Dollars (\$158,000). In
15 general, if one co-tenant improves property held in joint tenancy, that tenant may be entitled to
16 reimbursement upon partition. See *Collier v. Collier*, 73 Ariz. 405, 413; 242 P.2d 537 (Ariz.
17 1952); *Denton v. Lazenby*, 255 Kan. 860, 863-64 (1994); *Milian v. De Leon*, 181 Cal. App. 3d
18 1185 (1986); see generally *Sack v. Tomlinson*, 110 Nev. 204 (1994); *McKissick v. McKissick*, 93
19 Nev. 139 (1977). The entitlement to contribution for improvements arises from principles of
20 equity, and one purpose is to ensure that the efforts of one co-tenant do not unjustly enrich another.

21
22 ²⁵ See Recording of John Hughes' Testimony at 11:46:40 a.m. Specifically, John Hughes stated that Ms. Howard
23 was worried that her family might interfere with Mr. Hughes' interest in the property if Ms. Howard died. The Court
finds John Hughes' testimony credible and notes that Ms. Howard's statement indicates that she was cognizant of
the right of survivorship in a joint tenancy. This further supports a finding that Ms. Howard intended to create a joint
tenancy when she executed the deed.

24 ²⁶ The parties did not provide any evidence to suggest that the property value changed between the time that Ms.
Howard initially purchased the property and when she executed the quitclaim deed. Because the transfers were only
several days apart, and in the absence of evidence to the contrary, the Court finds that the value was \$67,000 at the
time of transfer.

1 See *Denton*, 255 Kan. at 863; *Janik v. Janik*, 474 N.E.2d 1054, 1057 (Ind. App. 1985); *Capogreco*
2 v. *Capogreco*, 378 N.E.2d 279 (Ill. App. 1978); *Clift v. Clift*, 10 S.W. 338, 341 (Tex. 1888). In
3 some instances, the value of an improvement is higher or lower than its cost. In such cases, it is
4 equity that guides the Court's determination of the appropriate value for reimbursement.²⁷ In any
5 event, in order to receive a reimbursement, a tenant who funds improvements must affirmatively
6 seek such reimbursement at the time of partition. See *Sack v. Tomlinson*, 110 Nev. 204 (1994).

7 Here, the parties each testified regarding their monetary and in-kind contributions to the
8 improvements on the property. Ms. Howard did not argue that she was entitled to a
9 reimbursement for any contribution, however she argued that the court should apportion the
10 parties' ownership interests in proportion to their expenses. Because the Court has found that the
11 parties are equal co-tenants, it will consider the issue of reimbursement to address Ms. Howard's
12 argument that she is entitled to more than a one-half interest in the property. Although Ms.
13 Howard argues that she expended in excess of Two Hundred Thousand Dollars (\$200,000) toward
14 the improvements on the property, many of the expenses were paid in cash, and there are no
15 records showing the source of the cash.²⁸ Further, neither party maintained sufficiently detailed
16 records to confirm their exact contributions. For example, it is undisputed that the single most
17 costly improvement on the property is the accessory dwelling, which the parties built as a
18 residence for Ms. Howard's mother. Even for this significant improvement, neither party
19 presented clear testimony or other evidence regarding their respective interests.

23 ²⁷ For example, if one co-tenant does not consent to an improvement and the cost of the improvement is substantially
24 higher than the resulting increase in value, the un-consenting co-tenant may not be responsible for his share of the
cost but rather his share of the increase in value.

²⁸ The court specifically notes that the evidence reveals that both Ms. Howard's mother and Mr. Hughes' father
contributed funds toward the improvements on the property. Because the parties operated primarily in cash, there
are very limited records pertaining to large transactions.

1 To begin, the evidence regarding the increase in property value attributable to the
2 accessory dwelling is limited.²⁹ Each party testified that the cost of the accessory dwelling was
3 likely in excess of One Hundred Thousand Dollars (\$100,000), however neither party was able to
4 narrow the cost to a more precise number. Of greater significance is the fact that the parties
5 provided conflicting testimony regarding the source of funds for the accessory dwelling.³⁰
6 Because the Court has no reliable evidence regarding who actually paid for the improvement, it
7 cannot find that Ms. Howard is entitled to a reimbursement.³¹

8 Further, it is clear that the parties jointly sought the construction of the accessory
9 dwelling.³² Each party testified that both parties were involved in procuring and directing the
10 contractors on this project. While each party testified that the majority of the labor performed on
11 the accessory dwelling was contracted, there is no dispute that Mr. Hughes performed site
12 preparation and clean-up services and worked with Ms. Howard to complete several
13 improvements to the interior.³³ Absent any evidence that either party is entitled to reimbursement,
14 the Court finds that the parties are entitled to equal shares of the resulting increased value.³⁴

15
16 ²⁹ The primary reference to the attributable increase in value appears in Defendant's Exhibit J, which is an Appraisal
17 of the property. The appraisal estimates a value attributable to the accessory dwelling that is \$76 per square foot or
18 \$76,000, total (the appraisal lists the square footage of the accessory dwelling at 1000 square feet). Plaintiff's Exhibit
19 14 is an Assessor's Improvement List for the property, it values the replacement cost of the Accessory Dwelling Unit
20 as \$118,486. There is no evidence establishing how this number was generated.

21 ³⁰ Mr. Hughes does not dispute that he did not contribute financially to the dwelling, but it is not clear whether the
22 funds came from Ms. Howard or her mother (who has no cognizable ownership interest in the property whatsoever).
23 See Recording of Ms. Howard's Testimony at 1:50:16 p.m. (Ms. Howard's testimony that she paid all of the
24 contractors in cash from a box in which her mother had all of her money).

³¹ Notably, Ms. Howard's counsel argued during closing arguments that a combination of Ms. Howard and Ms.
Howard's mother had paid in excess of \$200,000. He argued that Ms. Howard's interest in the property should be
reflective of both her and her mother's contributions. In other words, he argued that the improvement had been a
gift to Ms. Howard from her mother and that Ms. Howard was entitled to the full benefit thereof. However, at Trial,
Ms. Howard presented no evidence whatsoever regarding her mother's intent when funding various improvements.
Thus, the Court has no basis for a finding that Ms. Howard has a greater interest in the improvements than Mr. Hughes.

³² Specifically, Ms. Howard completed the initial Special Use Permit Application, Mr. Hughes completed the
Building Permit Application, and both parties completed the Owner Acknowledgment for the Special Use Permit.
See Plaintiff's Exhibits 9-11.

³³ Specifically, Mr. Hughes testified that they installed some subflooring and various fixtures.

³⁴ A similar analysis is applicable to the garage/workshop structure: each party contributed financial resources (Ms.
Howard contributed approximately \$20,000, which included approximately \$5,000 in funds from Mr. Hughes' father;
meanwhile, Mr. Hughes funded electrical work and the pouring of a concrete pad); Mr. Hughes also conducted site
preparation and cleanup. The parties clearly endeavored to complete this improvement together; each of them

1 With respect to Ms. Howard's other expenditures, almost every receipt offered into
2 evidence corresponds to a project on which Mr. Hughes was working. Ms. Howard primarily
3 provided the funds necessary to purchase tools and equipment while Mr. Hughes and his daughter
4 completed the vast majority of the labor for the improvements.³⁵ Mr. Hughes also alleges that he
5 expended approximately Twenty Thousand Dollars (\$20,000) in cash toward improvements, but
6 he has provided only one receipt for electrical work in the approximate amount of One Thousand
7 Dollars (\$1,000).³⁶ Although it is unusual to spend almost Twenty Thousand Dollars (\$20,000)
8 without records thereof, it is not inconsistent with the parties' general approach to this project.³⁷

9 Throughout the entire construction process, each party contributed significant resources
10 toward improving the property, but neither of them maintained any records showing a running
11 balance of the value of their respective contributions. Their lackadaisical approach to record
12 keeping tends to show that the parties were jointly working toward a common goal of increasing
13 the value of the property with an intent to share equally in the benefits.³⁸

14 Upon review of the testimony and other evidence presented at Trial, the Court finds that
15 each party is entitled to an equal share of the property. Based upon the property appraisal in
16 Defendant's Exhibit J, the vast majority of the property value is centralized in the building
17 structures, thus there is no practical way of conducting a partition. Because Ms. Howard is in
18 possession of the property and has denied Mr. Hughes access, she shall be directed to pay Mr.

19
20 contributed resources toward the improvement with no formal bookkeeping or agreement regarding the value of their
21 contributions. In the absence of evidence to the contrary, the parties are each entitled to share in the increased value
22 resulting from this improvement.

23 ³⁵ By way of example, Ms. Howard purchased hundreds of railroad ties, which Mr. Hughes and his daughter used in
24 the construction of various retaining walls. See Defendant's Exhibit L, Bates Stamp EHTRIAL000520 (receipt for
25 256 Railroad Ties).

³⁶ See Recording of Mr. Hughes' Testimony at 11:32:27 a.m.

³⁷ The parties almost entirely operated in cash, as exemplified by the fact that Ms. Howard obtained a \$137,000.00
settlement in cashier's checks, which she subsequently cashed and maintained in a safe.

³⁸ Regarding the parties' intent to share in the benefits, the Court also notes that Ms. Howard testified that she intended
for Mr. Hughes to be an equal co-tenant after the parties were married. Recording of Ms. Howard's Testimony at
2:03:45 p.m. Both parties testified that they discussed marriage throughout most of the construction process, but
their plans never came to fruition. Nevertheless, Ms. Howard's testimony indicates that at the time of the
construction, the parties discussed marriage and even she believed that they would be equal co-tenants in the future.

1 Hughes his one-half share of Two Hundred and Twenty-Five Thousand Dollars (\$225,000), less
2 his one-half share of closing costs, fees and standard realtor commission by no later than July 1,
3 2017.

4 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED**

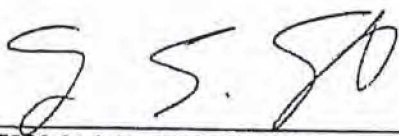
5 1. By no later than June 1, 2017, Ms. Howard shall buy-out Mr. Hughes' share in the property
6 by paying him his one-half share of Two-Hundred and Twenty-Five Thousand Dollars
7 (\$225,000), less his one-half share of standard fees and costs associated with the sale of
8 real property.

9 a. Ms. Howard shall transfer Mr. Hughes' payment to Mr. Hughes' attorney's trust
10 account, where it shall remain until Mr. Hughes executes the documents necessary
11 to transfer his interest in the joint tenancy to Ms. Howard.

12 2. If, by June 1, 2017, Ms. Howard declines to exercise the option of buying-out Mr. Hughes,
13 the parties shall immediately list the property for sale with a mutually agreeable Realtor
14 who regularly conducts business in Churchill County, Nevada. If the parties cannot agree
15 upon a realtor, they shall file an application for setting to put this matter on calendar for
16 the Court to designate a realtor.

17 IT IS SO ORDERED.

18 Dated this 27th day of February 2017.

19 
20 THOMAS L. STOCKARD
21 DISTRICT JUDGE
22
23
24

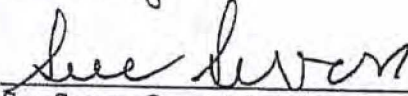
CERTIFICATE OF MAILING

The undersigned, an employee of the Tenth Judicial District Court, hereby certifies that I served the foregoing **ORDER AFTER FEBRUARY 6, 2017 HEARING** on the parties by depositing a copy thereof in the U.S. Mail at Fallon, Nevada, postage prepaid, as follows:

Justin Townsend, Esq.
Allison MacKenzie, Ltd.
402 North Division Street
Carson City, NV 89703-4168

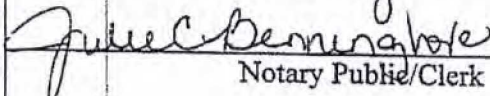
Charles R. Kozak, Esq.
Kozak Lusiani Law, LLC
3100 Mill Street, Suite 115
Reno, NV 89502

DATED this 27th day of February, 2017.


Sue Sevon, Court Administrator

Subscribed and sworn to this

27th day of February 2017.


Notary Public/Clerk

**TENTH JUDICIAL DISTRICT COURT
MINUTES**

SHAUGHNAN L. HUGHES, PLAINTIFF, VS. ELIZABETH C. HOWARD, DEFENDANT.

15-10DC-0876

Judge: Thomas L. Stockard
Law Clerk: Carey Rosser
Clerk: Shellie Hooten

Date of Hearing:	<u>February 6, 2017 - Civil Bench Trial</u>
Present:	Elizabeth C. Howard, Defendant Shaughnan Hughes, Plaintiff Charles R. Kozak Esq., Defendant's Attorney Justin M. Townsend Esq., Plaintiff's Attorney
Not Present:	
Sworn and Provided Testimony:	Elizabeth C. Howard Shaughnan Hughes John Hughes Fallon Lee Hughes
Exhibits:	01 - Quitclaim Deed (Admitted) 02 - Property Tax Records (Admitted) 03 - Insurance Records (Admitted) 04 - Property Photographs (Admitted) 05 - Property Improvement Records (Marked for ID) 06 - Household Receipts (Marked for ID) 07 - Email from Defendant (Marked for ID) 08 - Plaintiff's Sales Receipts (Admitted) 09 - Special Use Permit Application (Admitted) 10 - Building Permit Application (Admitted) 11 - Owner Acknowledgment (Admitted) 12 - Building Permit (Admitted) 13 - Acceptance of Conditions Re: Water Well (Admitted) 14 - Assessor's Improvements List (Admitted) 15 - Emails from Defendant (Marked for ID) 16 - Defendant's GoFundMe Page (Marked for ID) 17 - Text message from Defendant (Marked for ID) 18 - Plaintiff's Gun Inventory (Marked for ID) 19 - Plaintiff's Personal Property List (Marked for ID)

**TENTH JUDICIAL DISTRICT COURT
MINUTES**

	<p>20 - Defendant's Receipts (Marked for ID) 21 - Defendant's Bank Statement (Marked for ID) A - Escrow Settlement Statement for 11633 Fulkerson Rd, Fallon (Marked for ID) B - Bank of America Savings Statement for Elizabeth Howard (Marked for ID) C - List of Elizabeth Howard's Home Improvement Invoices (Marked for ID) D - Elizabeth Howard's Home Improvement Invoices (Marked for ID) E - List of Verda Construction Materials (Marked for ID) F - Verda's Construction Invoices (Marked for ID) G - Dr. Hyman's Report of PQME Re-Examination (Marked for ID) H - Elizabeth Howard's Bank of America Bank Statements (Marked for ID) I - Walmart Pharmacy Medical Expense Summary (Marked for ID) J - Appraisal of Real Property (Admitted) K - A list of Invoices altered by Plaintiff (Marked for ID) L - Hughes Discovery Produced and Description of Deficiency and Disproving Document (Admitted)</p>
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For statements made by Counsel and Court, please see attached JAVS Report.

COURT ORDERED: After hearing testimony from the parties and their witnesses, the Court stated it would take the matter under submission. The Court stated it would have an Order out within 21 days. Mr. Townsend indicated there was a pending Motion for Sanctions and would assume the Court would put that in the Order. The Court stated it would probably do a separate order on that Motion.



Plaintiff: Shaughnan L. Hughes

Prosecution: Esq. Justin M. Townsend

Defendant: Elizabeth C. Howard

Defense: Esq. Charles R. Kozak

Judge: Thomas L. Stockard

Clerk: Shellie Hooten

Bailiff: Carey Rosser; Jeff Weed

Date:	Type:	Location:	Department:
2/6/2017	Civil Bench Trial	Courtroom 1	
Event Time	Log Event		
8:57:44 AM	Session Started		
8:57:59 AM	Session Note Entry Note: CourtClerk, CourtClerk Court- introduced parties.		
8:58:17 AM	Session Note Entry Note: CourtClerk, CourtClerk Mr. Townsend invoked the rule of exclusion.		
8:58:28 AM	Session Note Entry Note: CourtClerk, CourtClerk The Court excused all witnesses.		
8:58:57 AM	Session Note Entry Note: CourtClerk, CourtClerk Mr. Townsend made an opening statement.		
8:59:12 AM	Session Note Entry Note: CourtClerk, CourtClerk Mr. Townsend... rebuttle presumption under statute on executing a deed...presumed she intends to gift one-half of that property. It was joint tenancy, unless she can provide something different, then its joint tenancy. Mr. Hughes made acts as if he owned the property making improvements on the property he would have not otherwise done. There is s deed. Intend to put on evidence of his labor on the property. All he seeks today is what is rightfully his.		
9:02:03 AM	Session Note Entry Note: CourtClerk, CourtClerk Mr. Kozak...think it will be rebuttled, she paid for the entirety of the property. Never was an intention that he get half of the property or be compensated for the labor. He cleaned up the property and did some excavation and helped to put fence around the property as did Ms. Howard. If you add up all the money that she and her mother put into the property, I would say its over \$200,000.		
9:03:57 AM	Session Note Entry Note: CourtClerk, CourtClerk Court...address the issue of the statute of the frauds... Mr. Townsend...only that there is a written document. Mr. Kozak...they are referring to that they said there was an agreement. Court...prev ruled that no affirmative defense will be allowed...		
9:05:37 AM	Session Note Entry Note: CourtClerk, CourtClerk Counsel understood.		

9:05:57 AM

Session Note Entry

Note: CourtClerk, CourtClerk

SHAUGHNAN L. HUGHES duly sworn and testified under direct examination by Mr. Townsend. Testified that he was raised in California. He has 2 girls Savannah and Fallon. 16 and 18. He was a truck driver then began doing coin mine. Now drives again for Fallon Auto Mall. He testified that he met Ms. Howard...he was working for Coin Mine at the time, she was a client. He bought coins she had. They talked and hit if off. He continued seeing Ms. Howard they became romantic within the week. He was on the road and would stay with her and her mother, then moved in on a later date. They lived near San Francisco. They decided to move in together in the Summer of 2010. They moved here to Fallon. The moved out on Melanie Drive. They both leased it. Then to Stillwater Road they both leased it, lived there about 8-9 months. He testified that he did not have custody of his girls then, he got them in 2011...he has primary physcial custody...their mother has visitation, but she doesnt do anything with it.

9:12:03 AM

Session Note Entry

Note: CourtClerk, CourtClerk

Testified that he and Ms. Howard discussed marriage. They didn't have plans, they just talked about it. He wanted to marry her. They spoke about buying a home together. They discussed about the Melanie Drive property...it wasnt for sale, but the owners would sale it. They contacted a realtor at that time, they looked at some properties. The realtor kept showing homes that were pending or already sold, they got irriated and put the whole thing on hold.

9:14:20 AM

Session Note Entry

Note: CourtClerk, CourtClerk

Testified that they applied for financing through the USDA...they were going to fill out an application for assistance, they got approved, but they were in an little bit of a transition, it would be 4-6 months to get money. Ms. Howard had an IRS debt that she had to take care of before she could get a loan. He does not recall if they were finally approved.

9:16:13 AM

Session Note Entry

Note: CourtClerk, CourtClerk

Mr. Hughes testified that Ms. Howard got a 3rd party settlement...They were going to get help from parents with a down payment on a house on Allen Rd. and lost that property to another buyer. Testified that she got \$390,000 settlement and actually got in hand \$153,000. Testified that it was her idea to use that money on a home. It was decided that she would buy property, they would all live there with his daughters. They looked at homes on Fulkerson. They liked one property out there... Mr. Hughes prodominantly looked for property. She trusted him to do the search. Tesified that the person that used to own the property...must have been a car collector...there was a lot of debris. They had made an agricultural well to a domestic well. A lot of old amentities to the property. It was windblown for about 30 years. It was a pretty good bargain. Testified that Ms. Howard baid for the property from her settlement, it was always the understanding they would own it in joint tenency.

9:22:59 AM	Session Note Entry Note: CourtClerk, CourtClerk	Testified that Ms. Howard originally took the property in her name alone. Testified that is was just they way it happened at the time, they purchased from VA. They discussed putting his name on the title several times. Plaintiff Exhibit 1 - Quit Claim Deed, grantor is Elizabeth Howard who deeded it to both of them as joint tenants. Mr. Townsend Offered Exhibit 1, (prev stip) Court admitted. His daughters were with them when they did this and Ms. Howard was of her right mind when signing it. She had told him jokingly that he was going to earn the property.
9:26:51 AM	Session Note Entry Note: CourtClerk, CourtClerk	Testified that for several years she talked poorly about her family and they acted like family and she wanted to be part of his family and wanted to protect him from her family. There were other things involved too for them to go down and put his name on the property. They wanted something that would protect both of them.
9:28:18 AM	Session Note Entry Note: CourtClerk, CourtClerk	Testified that he paid the tranfer tax on the property. He had the responsibility to pay the property taxes and she would pay the homeowners insurance.
9:29:17 AM	Session Note Entry Note: CourtClerk, CourtClerk	Plaintiff's Exhibit 2 is receipts from the County for property taxes. He paid all of them. Testified on Page 009 of Exhibit 2...says receieved from says Howard and Hughes...testified that he paid that. Testified that Ms. Howard was not with him when he paid the taxes. Testimony on the last page...date is 7-9-16 an online purchase for the taxes...this was after he had moved out. Mr. Townsend offered Exhibit 2, and admitted.
9:32:54 AM	Session Note Entry Note: CourtClerk, CourtClerk	Further testimony that there was on occasion that he paid the property insurance about 3 times. He was notified, he got a call, they had tried to get a hold of Ms. Howard to get a payment from her and they couldn't, He was the default payer and he ended up paying it.
9:34:06 AM	Session Note Entry Note: CourtClerk, CourtClerk	Plaintiff's Exhibit 3: Testified that these are the insurance payments that he made on the property. on bate stamp 00219 6-13-16, was a late/penalty payment. He had a conversation with Mr. Schank, the agent. From that conversation...stated that Mr. Schank has mentioned that Ms. Howard was trying to get him off the insurance.
9:37:12 AM	Session Note Entry Note: CourtClerk, CourtClerk	Court...only considering that testimony for what the Plaintiff was feeling at the time, not what Mr. Schank stated.

9:37:36 AM

Session Note Entry

Note: CourtClerk, CourtClerk

Further testimony. Plaintiff's Exhibit 4. Testified that when they purchased the house, he was still working for coinstar, then he got custody of his kids and stopped working/traveling for them. Testified that the first thing he wanted to do was clean up the property. There was glass, wire, car parts. There was a slab that was completely buried. He did work around the hanger. It took them a couple of months. They did not move into the property as soon as they purchased it. They moved in around September. After clean up..then next project was surveying deciding where to put stuff. The Driveway was really bad. That was a big project. The property is 11.09 acre was going to fence in over 4 acres. A lot of what fence was there had rotted out, just a mess. They had to remove a lot of features before doing anything else. Testified on where the driveway was.

9:42:44 AM

Session Ended

Date:

Type:

Location:

Department:

2/6/2017

Civil Bench Trial

Courtroom 1

Event Time

Log Event

9:48:44 AM

Session Started

9:48:52 AM

Session Note Entry

Note: CourtClerk, CourtClerk

Back on the Record...

9:54:53 AM

Session Ended

Date:

Type:

Location:

Department:

2/6/2017

Civil Bench Trial

Courtroom 1

Event Time

Log Event

9:57:02 AM

Session Started

9:57:22 AM

Session Note Entry

Note: CourtClerk, CourtClerk

Back on the record...

9:57:35 AM

Session Note Entry

Note: CourtClerk, CourtClerk

Mr. Hughes continued with his diagram. Testified that the sand was all pushed to one side. could have been a flood, made the driveway more cemetrically. Plaintiff's Exhibit 4 - Photos: First photo of markers for putting in new fence and gettign rid of old fence. They were not living there yet. There was also a wheel barrow of dirt to raise the area up. There were railroad ties there. Next photo, close up of the gate. Then photo of Ms. Howard, assiting him. Photo of Savannah and him, bringing the bottom of the fence line with the dirt. Next photo of him on the tractor. Next photo of the fence are. Next was the complete area/fencing. Next he and the tractor and his daughter...to do the excavation work. His father had gotten the tractor for them. They moved a lot of dirt with it. The tractor was 2 wd and it didn't work very well, so he used it for the lighter work.

10:06:23 AM

Session Note Entry

Note: CourtClerk, CourtClerk

Further testimony on the photos. 00250 was photo of where the tractor was not able to grab the dirt. Then another photo of a retaining wall. Their neighbor had a relative visiting, saw what they were doing and said he had a better way to do it. A couple of days later he brought over a skip loader. Got a lot done. That was a neighborly thing, was going to hire him months later and eventually did at \$50 an hour, he only asked for at least 5 hours of work. They had bargained about 40 hours of work. It went in stages but they got a lot done. Next 6 photos of Mr. Savage with his tractor.

10:11:03 AM

Session Note Entry

Note: CourtClerk, CourtClerk

Further testimony on the work they did. moving the dirt etc.

10:11:32 AM	Session Note Entry Note: CourtClerk, CourtClerk	Testimony on the photo of Semi with railroad ties, retaining walls were made of railroad ties. Discussion on the next photos of same. Testified that he installed all of these railroad ties and and his daughter. Next photo of the hanger and all the dirt that had blown up against the hanger. Next two photos looking behind the reatinine wall can see the house and tracks.
10:15:23 AM	Session Note Entry Note: CourtClerk, CourtClerk	Court...need to take a recess for computer and get the tv display set up
10:15:45 AM	Session Ended	
Date:	Type:	Location: Department:
2/6/2017	Civil Bench Trial	Courtroom 1
Event Time	Log Event	
10:31:19 AM	Session Started	
10:31:28 AM	Session Note Entry Note: CourtClerk, CourtClerk	Back on the Record
10:31:34 AM	Session Note Entry Note: CourtClerk, CourtClerk	Mr. Townsend continued with direct examination. Testimony on photo..back fence and railroad ties. Also white rock near house/bldg. Next photos of pile of base rock that was brought in and hanger/out building. Testified that there was about 50 railroad ties being used in different places on the property they they dug up and used elsewhere. Mr. Savage, who he hired did the base rock. Next photo of garage...it was not there when they bought property, he designed for his future FFL business. That he has now. Photos of rock placed on property, garage and area prepared for the slab for the garage drive. Photo of turkey, in background is a finished retaining walls...then juniper trees they planted. Also some chord wood they stocked up on.
10:39:51 AM	Session Note Entry Note: CourtClerk, CourtClerk	Testimony on a couple of other photos of the airplane hanger, and old animal pens. Further testimony on photos of aviaries. They were growing their own meat / birds. He designed and built all of it. His daughters helped and Ms. Howard helped with some of the wire fence. Photos of small coupes. They were pre-built, he modified them. Another photo of the red dog house. Another photo of property with chickens near tree, testified on how the property slopped down towards the house.
10:45:32 AM	Session Note Entry Note: CourtClerk, CourtClerk	Further testimony on photos...photo of piece of property with loader on it and aviary.

10:47:32 AM	Session Note Entry Note: CourtClerk, CourtClerk	Mr. Hughes testified that he and Ms. Howard had a discussion on moving her mother down. They discussed she would stay with them for a while but they would look for a home for her in town. Testified that her mother moved here in May of 2013 with his understanding that she would purchase a home of her own. She never looked for a home. She moved into his daughters room and the girls had to bunk together. It got to the point where he encouraged them to look at purchasing her own home. Then there was a house near by that he recommended she buy so she could be near by. She didn't want that because of too much land, he offered to take care of, then the house sold. Then they discussed building something on their property. So they had to obtain a special use permit. Plaintiff's Exhibit 9, Special Use Permit Application. Ms. Howard signed. Both of the parties' names were on it. Plaintiff's Exhibit 10, is the bldg permit application...he signed that one. Plaintiff's Exhibit 11, Owner Acknowledgment, both names; and Exhibit 12, Building Permit; all exhibits, 9-12 offered and admitted.
10:56:08 AM	Session Note Entry Note: CourtClerk, CourtClerk	Back to the photos. Photo of the are for the area of the basement for the house. He was in the photo watching over the project. Testified that he assisted Jason Homer on the project. Testified that he hauled the access dirt around the property then the last bit was hauled off. Which cost them all money, was expensive to have someone haul it off.
10:59:31 AM	Session Note Entry Note: CourtClerk, CourtClerk	Further testimony on photos of firewood...was worth about \$2500-3000 worth of cord wood.
11:00:31 AM	Session Note Entry Note: CourtClerk, CourtClerk	Testimony on Plaintiff's Exhibit 5...Property Improvement Receipts. Testified that he never stated that he paid for all of that, but he did pay for some of it.
11:04:07 AM	Session Note Entry Note: CourtClerk, CourtClerk	Testimony on A&K invoices within Exhibit 5. Further testimony on rental agreement and material sales. In leiu of paying him \$1000 that was agreed on, Ms. Howard's mother paid this invoice saving her \$135. Another invoice from A&K he and Ms. Howard paid. Another invoice from Lahontan Valley Electric for electcal work... Ms. Hughes described the electrical work on the diagram...Ms. Roberta Howard paid for work to her house. He paid for for work on the garage.
11:10:06 AM	Session Note Entry Note: CourtClerk, CourtClerk	Testimony on Defendant's Exhibit L...Invoices from Lahontan Valley Electric. Further testimony on receipts for trees he purchased. His father paid for one, then he paid him back. Another receipt was for insurance payment he paid. Copies of tax bills he paid. Another invoice for the slab in front of the garage that he paid for. \$4000. Testified that Ms. Howard paid for things too. He has never disputed that.

11:13:54 AM	Session Note Entry Note: CourtClerk, CourtClerk	Testified that from his working for years, he paid for things in cash. Namely because of the business he was in...guns that he sells. He sold one for \$10,000 and that money was mixed into things paid for on the property. Further testimony on the guns sold and how much. Another receipt he sold to a friend of his. When he had his FFL license he would do credit card transactions, then put the cash in his safe.
11:17:56 AM	Session Note Entry Note: CourtClerk, CourtClerk	Testified that he stopped working for CoinStar...late 2012. They wanted him to go back on the road, he didn't want too because he had his girls with him and then the company went out of business. He and Ms. Howard decided he would work on the property for a while. From January 2013-January 2015 he was not employed but did some things on the side. Some of the money went to the property some of it went to getting his FFL license. Testified that some of the receipts were in the garage, after he left the property, he did not have access to them.
11:21:46 AM	Session Note Entry Note: CourtClerk, CourtClerk	Plaintiff's Exhibit 14...Assessor's Improvement List. Testimony on the list, what he was involved in and what he paid for.
11:23:34 AM	Session Note Entry Note: CourtClerk, CourtClerk	Testimony on Plaintiff's Exhibit 13...Water well that was done. Elizabeth and Him listed as owners. Exhibit 13 was offered and admitted.
11:25:22 AM	Session Note Entry Note: CourtClerk, CourtClerk	Mr. Kozak gave cross examination.
11:25:33 AM	Session Note Entry Note: CourtClerk, CourtClerk	Testimony that even before moving in he did work on the property cleaning it up...about 100 hours. Then that he did work on the driveway. He called USA dig so he wasnt cutting into any utilities and called county to see where the easement was. Testified that Ms. Howard paid for the railroad ties, the work Mr. Salvage's work that he did and some of the A&K work. Testified that all his payments were cash. Has not proof but his income and tax returns. Testified that his income was about \$23,000 a year. Then dropped to nothing when he stopped working for two years. He had injured himself in winter of 2014 he didn't do much work. Testified that the work on the fence was completed by Sept of 2012. Close to 80 post holes were dug. He put in the acutal fence...no contractors. Took him about a month or so. Testified that he thought it was about \$21,000 for garage...Mr. Kozak stated it was \$26,000. Testified that there were about 900 railroad ties. County assessor says bout 400-500. Testified that he paid for the slab with the cash he had. Stated he had close to \$47,000. Testified that he paid for the wiring in the garage. Paid in cash. Testified that most of his records was in the garage. He wasn't given a chance to get those records. He went to Justice Court to get his personal things. He never asked his attorney to get those records.
11:37:40 AM	Session Note Entry Note: CourtClerk, CourtClerk	Mr. Kozak...do you know how much money Ms. Howard spent on the property after purchasing it? Mr. Hughes...probably \$10,000. Mr. Kozak...was there a time that Roberta Howard ask to put her cash in your safe... Objection...sustained.

11:39:17 AM	Session Note Entry Note: CourtClerk, CourtClerk	Mr. Townsend gave re-direct. did you do any research on whether or not you could do work on your property or had to be licensed? Mr. Hughes...no, beleived he owned the property and could do work. He intended to remain on the property. He had no debts before this house and none after
11:41:13 AM	Session Note Entry Note: CourtClerk, CourtClerk	JOHN HUGHES: Father of Shaughnan Hughes. Testified that his occupation was military, highway patrol and other ventures in CA. Has lived here in Fallon for about 3 years. Plaintiff is his son. He also has a daughter. Testified that his son worked for a company that bought old coins and that he met Ms. Howard through that. Testified that he met Ms. Howard. He was skeptical at first, but she won his heart. She referred to him as her Dad. She always said I love you at the end of a conversation or meeting. Testified that he did not discussed the property before buying it but spoke with Ms. Howard after when she was excited about putting Sean Hughes on the title, she was afraid that if something happened, she was worred that her family would come in take over the property and kick Sean out. He had other face to face conversations with him with not being happy with her family. He also had a conversation with her about her mother moving here with her. The met and had lunch...he was concerned about the comments she had made about her mother...seemed like it was always negative. Now all the sudden they are talking about building a house for her on the property. He spoke his concerns to Ms. Howard. He tried to be as much of an advisor to both of them. She was pretty intent to bring Mom out there.
11:52:15 AM	Session Note Entry Note: CourtClerk, CourtClerk	Further testimony that he volunteered to help with the property. Testified that Sean had told him that he and Elizabith had come to the decision that he would not work for a couple of years and concentrate on the property. Testified that he bought things for Liz herself too, such as a pressure cooker, sewing machine, etc and the tractor. Testified that all the work he was doing by hand, he found a tractor on Ebay and the guy delivered it to them. Testified that he would send money to help with grandchildren knowing they were in a financial bind and he would help take care of the girls. He had the money and was willing to share it. He communicated with Ms. Howard by phone calls and emails. He spoke with her regarding the garage. He volunteered to put in \$5000 for the garage.
11:58:07 AM	Session Note Entry Note: CourtClerk, CourtClerk	Plaintiff's Exhibit 15...Emails from Defendant, Ms. Howard. Testified that Liz would send him pictures of houses for him to move here. Also discussed the garage. Email address shaughnanhughes@yarhoo.com. Which Ms. Howard would send emails to him from there.
12:00:56 PM	Session Note Entry Note: CourtClerk, CourtClerk	Mr. Kozak gave cross examination.
12:01:04 PM	Session Note Entry Note: CourtClerk, CourtClerk	Testified that there was never any conversation that they were struggling, but he knew he did not have a job but was selling guns, figured they were having a little hard time especially with raising the girls. Could not say how much he sent for them. Testified there was monthly contributions to both Sean and Liz about \$19,000.

12:04:02 PM	Session Note Entry Note: CourtClerk, CourtClerk	Further testifies that he sent \$5000 it could have paid for the slab.
12:04:23 PM	Session Note Entry Note: CourtClerk, CourtClerk	Mr. Townsend...re-direct. Testified that he spoke with Liz and she said the garage was going to cost around \$20,000 and he told her that he would send \$5000 to help. Testified that he was aware that his son was selling items to take care of the family.
12:06:12 PM	Session Ended	
Date:	Type:	Location: Department:
2/6/2017	Civil Bench Trial	Courtroom 1
Event Time	Log Event	
1:29:25 PM	Session Started	
1:29:28 PM	Session Note Entry Note: CourtClerk, CourtClerk	Back on the record from lunch break
1:29:41 PM	Session Note Entry Note: CourtClerk, CourtClerk	Mr. Townsend have 2 rebuttle w
1:30:33 PM	Session Note Entry Note: CourtClerk, CourtClerk	ELIZABETH HOWARD sworn and testified under direct examination by Mr. Kozak. Testified she was born in San Diego, CA and then moved to Susunne, CA live all over, she went to vocational schools became a medical assistant at UC Davis, then quit and became a truck driver. She was in San Francisco on a dock and lifting up the door, she was hit by linoleum that fell and hit her. This was July 23, 2008, It messed up her neck and back. Mr. Townsend objected to this line of questioning. Court overruled.
1:34:07 PM	Session Note Entry Note: CourtClerk, CourtClerk	Mr. Kozak asked what medications she was on. Ms. Howard testified that she was on all kinds of pain medication. Testified as to how she met Mr. Hughes through the coin business. She met him in 2009. Testified that she began a relationship with him. Testified that in May of 2010 her mom got sick. Her sister was being really bossy and mean. Her sister did not want her there, she was helping her mom. She told Sean how her family was treating her and he said well lets move up to Fallon. Testified that when they were in CA he (Sean) didn't really have a home he would stay with her and her mother when he was in town. Otherwise it was hotels. The lived together on Melanie when they moved to Fallon. Testified that she doesn't really remember buying the house, she has many blanks in her life. She really does not remember signing the deed. Putting Sean on the deed. She has no recollection of ever talking to Mr. Hughes' father about deed or her mother. She gets along with her mother, she has no problems with her mother.
1:41:48 PM	Session Note Entry Note: CourtClerk, CourtClerk	Further testimony on what work had to be done on the house and what they had to buy for the house, like a washer and dryer. The garage was built before they moved in so that they would have some place to put things. She bought the property for \$67,000 she bought the house out of her settlement of \$153,000. Testified that there was no discussion on what work was going to be done...he just started working on the place and ordering stuff like rocks. Testified that she noticed on her statement that there were guns bought. He would do stuff and she had to pay for it.

1:45:25 PM	Session Note Entry Note: CourtClerk, CourtClerk	Testified that Sean stopped going on the road when he got into a car wreck. He got a rental car and came home from Ohio. After Jan 2013 he lost his job, they hired someone else and he didn't work after that. He wanted the garage so he could have a safe room. Testified that the \$5000 was her money for a truck that she had bought Sean. But that money paid for the slab in front of the garage.
1:48:12 PM	Session Note Entry Note: CourtClerk, CourtClerk	Testified that her mother came here in April of 2013. They talked her into moving here. They decided it would be way too much for her to get a house in town and for her (Ms. Howard) to go check on her everyday and they decided to have her live there. Testified to all the contractors she had to build the home. The permit specified that only licensed contractor could work on it. She paid everthing in cash. Her mother's cash was in a box, Sean took it and put it in his safe, she had to ask him every time she had to pay anyone.
1:52:14 PM	Session Note Entry Note: CourtClerk, CourtClerk	Testified that she had a credit card. Once in a while Sean would ask to use it for gas. Later she found a whole bunch of charges for guns. Testified that she has looked through some of the receipts that Sean said he paid.
1:53:50 PM	Session Note Entry Note: CourtClerk, CourtClerk	Defendant's Exhibit L: (6A) Testified that it is a invoice that Sean is claiming he paid. Mr. Townsend objected he stated he did not say he paid that. Testified that it is Kent's supply reciept. Also (6B) Kent's Discussion Only objection is the notations of stolen etc. Court admitted Defendant's Exhibit L.
1:59:08 PM	Session Note Entry Note: CourtClerk, CourtClerk	Testimony that she came into the house one day, found her clothes out of the washer and found them on her bed. She asked the girls they handle it. Sean came in and started an argument. Then she noticed John Hughes came over and everyone started taking things out of the house and Sean wouldn't tell her why or where they were going. Testified that Sean told her that he was giving her a break but he would be back. Taped a conversation of him and his father stating what they were going to do to her. Objection from Townsend. Further testimony on the Homeowners insurance not being paid. One time they did not have her phone number and they called Sean the other time they lost her check.
2:03:47 PM	Session Note Entry Note: CourtClerk, CourtClerk	Testified that she wasn't planning on putting him on deed until they were married. They had discussions of marriage, but that ended he said she wouldn't want to marry a man who didn't have a job.
2:05:24 PM	Session Note Entry Note: CourtClerk, CourtClerk	Mr. Townsend gave cross examination. Ms. Howard testified that she remembers going to Best Buy, but doesn't recall buying stuff or them delivering. Testified that she had conversation with Sean about the garage. Testified that she went off all the drugs in 2013 and her memory was coming back and some her mother told her about. Is the reason she remembers everything but signing the Deed.
2:08:27 PM	Session Note Entry Note: CourtClerk, CourtClerk	Testimony on the reciepts for the Washer and Dryer. Bought in July of 2012

2:09:27 PM	Session Note Entry Note: CourtClerk, CourtClerk	Plaintiff's Exhibit 1 - Quit Claim Deed. July 11, 2012. She signed on 7/11/12. It was recorded here in Churchill County. Testified that she did not do all the driving. Sean would drive a lot. She testified that she did do the driving to her doctor appts in CA.
2:12:27 PM	Session Note Entry Note: CourtClerk, CourtClerk	Plaintiff's Exhibit 20: Lowe's Receipts. all in July of 2012. Receipts from Fernley and one in Vacaville, CA. Testified that she paid for all of these.
2:14:33 PM	Session Note Entry Note: CourtClerk, CourtClerk	Mr. Kozak re-direct. Testified she has no recollection of talking to John Hughes about putting Sean on the Deed.
2:15:26 PM	Session Ended	
Date:	Type:	Location: Department:
2/6/2017	Civil Bench Trial	Courtroom 1
Event Time	Log Event	
2:23:14 PM	Session Started	
2:23:28 PM	Session Note Entry Note: CourtClerk, CourtClerk	Mr. Kozak rested.
2:23:32 PM	Session Note Entry Note: CourtClerk, CourtClerk	Mr. Townsend they stipulated to the value of the property \$225,000 as in the Exhibit J. Mr. Townsend offered Exhibit J. The Court admitted the exhibit.
2:25:24 PM	Session Note Entry Note: CourtClerk, CourtClerk	FALLON LEE HUGHES: Testified she is 16, lives here in Fallon. Her father got custody of her. Got to know Ms. Howard. She thought she was pretty cool. She got along with pretty much everyone. Testified that she was there when Ms. Howard signed the Quit Claim Deed...something stuck out at her...Ms. Howard pushed the paper over and she said do you want on this, and her Dad said yea.
2:28:24 PM	Session Note Entry Note: CourtClerk, CourtClerk	Testified that she would help in the house and on the property. Testified that her dad would work on the property from break of day to night.
2:28:58 PM	Session Note Entry Note: CourtClerk, CourtClerk	Testified that she never saw Ms. Howard take medication. She never seemed elusive or not coherent.
2:29:28 PM	Session Note Entry Note: CourtClerk, CourtClerk	Mr. Kozak cross examination. Testified that her and her sister were present during the deed signing.
2:30:46 PM	Session Note Entry Note: CourtClerk, CourtClerk	Mr. Townsend made his closing argument. Only thing the Defendant can't remember is signing the deed. There is no way that Mr. Hughes would have done all that work if he didnt believe he was part owner. It was bought for \$64,000 and now its worth \$225,000. They had the agreement that he would pay the taxes she would pay the insurance.
2:33:03 PM	Session Note Entry Note: CourtClerk, CourtClerk	Court...take it under submission. Will have an Order out within 21 days of today's date. Expect it to be sooner.

2:35:48 PM	Session Note Entry Note: CourtClerk, CourtClerk	Mr. Townsend...pending Motion for sanctions, I assume will be in the order.
2:36:03 PM	Session Note Entry Note: CourtClerk, CourtClerk	The Court stated it would probably do a seperate order on that Motion.
2:36:09 PM	Session Ended	

TENTH JUDICIAL DISTRICT COURT

Shaughnan L. Hughes

vs.

Elizabeth C. Howard

CASE NO.: 15-10DC-0876

TRIAL DATE: February 6, 2017

Exhibit

Label	Plaintiff's Exhibit Description	ID	Stip	Offered	Objected	Admitted
1	Quitclaim Deed					
		X	X	X		X
2	Property Tax Records					
		X	X	X		X
3	Insurance Records					
		X	X	X		X
4	Property Photographs					
		X	X	X		X
5	Property Improvement Records					
		X				
6	Household Receipts					
		X	X			
7	Email from Defendant					
		X				
8	Plaintiff's Sales Receipts					
		X	X	X		X
9	Special Use Permit Application					
		X	X	X		X
10	Building Permit Application					
		X	X	X		X
11	Owner Acknowledgement					
		X	X	X		X
12	Building Permit					
		X	X	X		X
13	Acceptance of Conditions re: Water Well					
		X	X	X		X
14	Assessor's Improvements List					
		X	X	X		X

TENTH JUDICIAL DISTRICT COURT

Shaughnan L. Hughes

vs.

Elizabeth C. Howard

CASE NO.:

15-10DC-0876

TRIAL DATE:

February 6, 2017

Exhibit

Label	Plaintiff's Exhibit Description	ID	Stip	Offered	Objected	Admitted
15	Emails from Defendant	X	X			
16	Defendant's GoFundMe Page	X				
17	Text Message from Defendant	X	X			
18	Plaintiff's Gun Inventory	X				
19	Plaintiff's Personal Property List	X				
20	Defendant's Receipts	X	X			
21	Defendant's Bank Statement	X	X			

TENTH JUDICIAL DISTRICT COURT

Shaughnan L. Hughes

vs.

Elizabeth C. Howard

CASE NO.:

15-10DC-0876

TRIAL DATE:

February 6, 2017

Exhibit

Label	Defendant's Exhibit Description	ID	Stip	Offered	Objected	Admitted
A	Escrow Settlement Statement for 11633 Fulkerson Rd, Fallon, NV	X	X			
B	Bank of America Savings Statement for Elizabeth Howard	X	X			
C	List of Elizabeth Howard's Home Improvement Invoices	X	X			
D	Elizabeth Howard's Home Improvement Invoices	X	X			
E	List of Verda Construction Materials	X				
F	Verda's Construction Invoices	X				
G	Dr. Hyman's Report of PQME Re-examination	X				
H	Elizabeth Howard's Bank of America Bank Statements	X				
I	Walmart Pharmacy Medical Expense Summary	X				
J	Appraisal of Real Property	X	X			X
K	A List of Invoices Altered by Plaintiff	X				
L	Hughes Discovery Produced and Description of Deficiency and Disproving Document	X				X

1 CASE NO. 15-10DC-0876
2 DEPT. I
3
4

5 **IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
6
7 **IN AND FOR THE COUNTY OF CHURCHILL**

8 ELIZABETH C. HOWARD,
9

10 Appellant,

11 vs.

12 SHAUGHNAN L. HUGHES,
13

14 Respondent.
15 _____ /

16 C E R T I F I C A T E

17 I, SUE SEVON, Clerk of the Court for the Tenth Judicial District Court of the State of
18 Nevada, in and for the County of Churchill, do hereby certify that the following documents are
19 copies of the original documents on file with the District Court and which are contained in the
20 Notice of Appeal.

21 DATED: This 28th day of March, 2017.

22 SUE SEVON, Clerk of the Court

23 By: Tiffany Josephs
24 Tiffany Josephs, Court Clerk
25
26
27
28