

IN THE SUPREME COURT OF THE STATE OF NEVADA

GRADY EDWARD BYRD

Appellant

Y.

CATERINA ANGELA BYRD

Respondent

Supreme Court No. 80548

Electronically Filed
Jul 06 2020 04:07 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPELLANT'S APPENDIX TO OPENING BRIEF – VOLUME XI

Submitted by:

DANIEL W. ANDERSON, ESQ.

Nevada Bar No.: 9955

BYRON L. MILLS, ESQ.

Nevada Bar No.: 8191

MILLS & ANDERSON

703 S. 8th Street

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Attorneys for Appellant

CERTIFICATE OF SERVICE

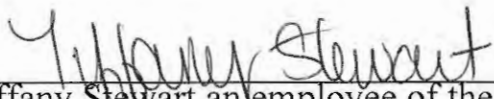
I HEREBY CERTIFY that on the 6th day of July, 2020, I caused to be served the instant **APPELLANT'S APPENDIX TO OPENING BRIEF- VOLUME XI** to all interested parties as follows:

BY MAIL: Pursuant to NRCP 5(b), I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, postage fully prepaid thereon, address as follows:

Anita A. Webster, Esq.
WEBSTER & ASSOCIATES
6882 Edna Avenue
Las Vegas, Nevada 89146
Attorneys for Respondent

XX BY ELECTRONIC MAIL: Pursuant to EDCR 7.26 and NEFCR Rule 9, I caused a true copy thereof to be served via electronic mail, via Odyssey, to the following e-mail address:

Anita Webster, Esq. - anitawebster@embarqmail.com



Tiffany Stewart an employee of the
MILLS & ANDERSON

The index of Appellants Appendix to Opening Brief is as follows:

DOCUMENT	BATES NO.
Decree of Divorce filed on June 5, 2014	AA001-012
Notice of Motion and Motion to Enforce the Decree of Divorce, for an Order to Show Cause, to Divide a Newly Discovered Asset, to Execute QDRO's, and for Attorney's Fees and Costs filed on October 16, 2018	AA013-034
Exhibit Appendix for Motion to Enforce the Decree of Divorce, for an Order to Show Cause, to Divide a Newly Discovered Asset, to Execute QDRO's, and for Attorney's Fees and Costs filed on October 16, 2018	AA035-063
Plaintiff's Errata to Motion to Enforce the Decree of Divorce, for an Order to Show Cause, to Divide a Newly Discovered Asset, to Execute QDRO's, and for Attorney's Fees and Costs filed on October 29, 2018	AA064-068
Order Striking Exhibits filed on November 14, 2018	AA069
Plaintiff's Opposition to Defendant's to Defendant's Ex Parte Motion for a Continuance of Plaintiff's Motion to Enforce the Decree of Divorce, for an Order to Show Cause, to Divide Newly Discovered Asset, to Execute QDRO's and for Attorney's Fees and Costs and Countermotion for Attorney Fees and Costs filed on December 19, 2018	AA070-091
Reply to Opposition and/or Countermotion filed on December 28, 2018	AA092-096
Transcript Re: Motion – January 23, 2019 filed on May 13, 2020	AA097-138
Order From the January 23, 2019 Hearing filed on April 5, 2019	AA139-147
Notice of Entry of Order From the January 23, 2019 Hearing filed on April 5, 2019	AA148-158
Defendant's Motion for Reconsideration filed on April 8, 2019	AA159-177
Appendix to Defendant's Motion for Reconsideration filed on April 8, 2019	AA178-198
Plaintiff's Opposition to Defendant's Motion for Reconsideration and Countermotion filed on April 23, 2019	AA199-237

Transcript Re: Status Check – May 2, 2019 filed on May 13, 2020	AA238-252
Defendant's Reply and Opposition filed on May 14, 2019	AA253-278
Plaintiff's Reply to Defendant's Opposition to Plaintiff's Countermotion filed on May 17, 2019	AA279-308
Transcript Re: All Pending Motions – May 22, 2019 filed on May 13, 2020	AA309-353
Order of the Court filed on June 26, 2019	AA354-359
Notice to Appear Telephonically filed on June 27, 2019	AA360-361
Order From the July 18, 2019 Hearing filed on August 9, 2019	AA362-365
Notice of Entry of Order From the July 18, 2019 Hearing filed on August 9, 2019	AA366-371
Transcript Re: All Pending Motions – July 18, 2019 filed on May 13, 2020	AA372-399
Plaintiff's Motion for Reconsideration, Summary Judgment, Joinder and to Continue the Evidentiary Hearing filed on September 30, 2019	AA400-436
Schedule Arrearages for Support filed on October 9, 2019	AA437-440
Request to Appear by Audiovisual Transmission Equipment filed on October 10, 2019	AA441-448
Audiovisual Transmission Equipment Appearance Consent filed on October 10, 2019	AA449-450
Transcript Re: All Pending Motions – October 11, 2019 filed on May 13, 2020	AA451-477
Plaintiff's Objection to Defendant's Notice to Appear by Audiovisual Transmission Equipment at the Trial Scheduled for October 21, 2019 filed on October 14, 2019	AA478-489
Motion on Order Shortening Time to Reconsider Denial of Audiovisual Appearance Request filed on October 15, 2019	AA490-499
Appendix to Defendant's Motion for Order Time to Reconsider Denial of Audiovisual Appearance filed on October 15, 2019	AA500-507
Defendant's Pretrial Memo filed on October 16, 2019	AA508-517
Plaintiff's Opposition to Defendant's Motion on Order Shortening Time to Reconsider Denial of Defendant's Audiovisual Appearance Request and Countermotion for Attorney's Fees and Costs filed on October 16, 2019	AA518-536
Exhibit Appendix filed on October 16, 2019	AA537-541
Plaintiff's Pretrial memorandum filed on October 16, 2019	AA542-562

Opposition to Plaintiff's Motion for Reconsideration and Countermotion for Fees filed on October 18, 2019	AA563-578
Plaintiff's Reply to Defendant's Opposition to Plaintiff's Motion for Reconsideration, Summary Judgment, Joinder and to Continue the Evidentiary Hearing filed on October 20, 2019	AA579-603
Transcript Re: All Pending Motions – October 21, 2019 filed on May 13, 2020	AA604-785
Defendant's Opposition to Plaintiff's Memorandum of Fees and Costs filed on December 4, 2019	AA786-789
Plaintiff's Reply to Defendant's Opposition to Plaintiff's Second memorandum of Fees and Costs from July 19, 2019 through the Date of the Evidentiary Hearing on October 21, 2019 filed on December 16, 2019	AA790-802
Plaintiff's Motion for Attorney Fees and Costs for the Appeal filed on December 16, 2019	AA803-814
Defendant's Opposition to Plaintiff's Motion for Attorney's Fees and Costs for the Appeal filed on January 2, 2020	AA815-821
Plaintiff's Reply to Defendant's Opposition to Plaintiff's Motion for Attorney's Fees and Costs During the Appeal filed on January 9, 2020	AA822-832
Findings of Fact, Conclusions of Law and Order filed on January 23, 2020	AA833-853
Notice of Entry of Findings of Fact, Conclusions of Law and Order filed on January 23, 2020	AA854-876
Judgment for Attorney Fees filed on March 17, 2020	AA877-880
Notice of Entry of Judgment for Attorney Fees filed on March 18, 2020	AA881-886
Order From February 27, 2020 Hearing filed on March 26, 2020	AA887-889
Notice of Entry of Order From the February 27, 2020 Hearing filed on March 27, 2020	AA890-894
Request for Continuance filed on November 16, 2018	AA895-896
Order From the November 27, 2018 Hearing filed on December 17, 2019	AA897-900

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Exhibit Appendix for Motion to Enforce the Decree of Divorce, for an Order to Show Cause, to Divide a Newly Discovered Asset, to Execute QDRO's, and for Attorney's Fees and Costs filed on October 16, 2018	AA035-063
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Plaintiff's Opposition to Defendant's to Defendant's Ex Parte Motion for a Continuance of Plaintiff's Motion to Enforce the Decree of Divorce, for an Order to Show Cause, to Divide Newly Discovered Asset, to Execute QDRO's and for Attorney's Fees and Costs and Countermotion for Attorney Fees and Costs filed on December 19, 2018	AA070-091
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1 assistance and relief from judgement is timely pursuant to NRCF
2 60(b)(6) in that Caterina brought her action within 30 days of Grady
3 ceasing his payments to her.

- 4
- 5 5. Pursuant to NRS 125.150 (4), the court may set apart a portion of the
6 Grady's separate property for Caterina's support as is deemed just and
7 equitable. Based on the facts of this case, Grady's disability pension
8 income is considered a source of income for purposes of awarding
9 alimony to Caterina. The court invalidates the alimony waiver and
10 awards alimony from Grady's military pension disability payments to
11 Caterina as it would be unconscionable that Caterina receive no
12 support after 31 years of marriage. See Fattore v. Fattore, 458 NJ
13 Super. 75, 83 (App. Div. 2019) and Parker v. Green, No. 73176
14 (Nevada June 25, 2018).
- 15
- 16 6. A fiduciary relationship arose from the existence of the marriage itself,
17 thus precipitating Grady's duty to not misrepresent his income and
18 assets. Cook v. Cook, 112 Nev. 179, 912 P.2d, 264 (1996) citing
19 Williams v. Waldman, 108 Nev. 466, 836 P.2d 614 (1992) at 471-72,
20 836 P.2d at 618. Grady violated his fiduciary duty to Caterina by
21 wrongfully telling Caterina that his military pay was \$3,017 per month,
22 and that she was entitled to 50%, namely \$1,508 per month. He told
23 her he would pay her \$1,500 per month with periodic increase until he
24 died. When Grady made this representation to Caterina he had
25 previously waived his military pay for disability pay and was receiving
26 only \$128.40 per month in military pay with 50% being equal to \$64.20
27
28

1 per month. Therefore, Grady must pay Caterina \$3,110.00 per month
2 in modifiable alimony.

- 3 7. A contract is "ambiguous if it is reasonably susceptible to more than
4 one interpretation." Shelton v. Shelton, 119 Nev. 492, 497, 78 P.3d
5 507, 510 (2003). When interpreting an ambiguous contract, this Court
6 can look beyond the express terms and analyze the circumstances
7 surrounding the contract to determine the true mutual intentions of
8 both parties. Id. Finally, this court has recognized that an
9 interpretation that "results in a fair and reasonable contract is
10 preferable to one that results in a harsh and unreasonable contract,"
11 Id. In this case, the Decree of Divorce provides that Grady is to pay
12 Caterina \$1,500 per month for mortgage assistance. The Decree of
13 Divorce further provides that the mortgage assistance is not alimony
14 and that it can be terminated at any time. This is vague and
15 ambiguous and susceptible to more than one interpretation especially
16 in light of Grady paying Caterina \$1,500 per month in mortgage
17 assistance for over 4 years following the divorce. The Decree of
18 Divorce is also ambiguous as to the military retired pay. The Decree
19 of Divorce provides that Caterina is entitled to 50% of Grady's military
20 retired pay. This is vague since there was no dollar amount provided
21 in the Decree of Divorce and Grady represented to Defendant that
22 50% of his military pay is \$1,500 per month. Further, Grady paid
23 Caterina \$1,500 per month for more than 4 years following entry of the
24 Decree of Divorce. When a contract is ambiguous, the court should
25
26
27
28

1 examine the circumstances leading up to the Decree of Divorce to
2 determine the true intentions of the parties. Parker v. Green, No.
3 73176 (Nevada June 25, 2018). In this case, in communications
4 between the parties leading up to the Decree of Divorce, Grady
5 misrepresented his income and assets to Caterina.
6

- 7 8. Ambiguity in the decree must be interpreted against Grady as he was
8 the drafter or had it drafted. It is a well-settled rule that "[i]n cases of
9 doubt or ambiguity, a contract must be construed most strongly
10 against the party who prepared it, and favorably to a party who had no
11 voice in the selection of its language." As a result, in this case, any
12 ambiguity must be interpreted against Grady. Williams v. Waldman,
13 108 Nev. 466, 836 P.2d 614 (Nev., 1992) citing Jacobson v. Sassower,
14 66 N.Y.2d 991, 499 N.Y.S.2d 381, 489 N.E.2d 1283, 1284 (1985).
15
16 9. The periodic payments on a monthly basis that Grady paid Caterina
17 until the house was sold or paid off are indeed based on financial need
18 and are therefore alimony. NRS 125.150(9)(a).
19
20 10. Caterina should receive lifetime alimony based on Grady's waiver of
21 military pension for disability payments: as a military wife, she set
22 aside her education and career to follow her husband around the
23 world. Grady currently receives over \$116,000.00 annually in largely
24 tax free income. Caterina has the need for support, she must be
25 compensated for economic loss and Grady has the ability to pay.
26
27 Kogod v. Cioffi-Kogod, 135 Nev., Adv. Op. 9 (April 25, 2019).
28
11. Caterina is entitled to an award of attorney fees and costs. Pursuant

1 to Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345 (1969), the Court
2 should take into consideration the following factors when determining
3 an award of attorney's fees. (1) The qualities of the advocate(s): Ms.
4 Webster has been practicing law for 34 years and Ms. Lambertsen for
5 14 years; the law firm's practice is dedicated to family law. (2) The
6 character and difficulty of the work performed: moderate to moderately
7 high. (3) The work actually performed by the attorney: Many hours
8 were spent litigating and preparing this case for Trial. (4) The result
9 obtained: is yet to be determined.
10

11 **ORDERS**

12 **THE COURT HEREBY ORDERS** that based on the evidence presented
13 and in weighing the credibility of the witness, the Court finds there is a basis for
14 partial modification of the Decree of Divorce filed on or about June 5, 2014.
15

16 **IT IS FURTHER ORDERED** that effective November 1, 2019, Defendant
17 shall pay Plaintiff life time alimony in the amount of \$3,110.00 per month, payable
18 on or before the first day of each month. This alimony is modifiable.
19

20 **IT IS FURTHER ORDERED** that should Plaintiff find it necessary to obtain
21 an annuity or other vehicle for income in lieu of the survivor benefits, the cost can
22 go toward Plaintiff's financial need when she seeks to modify alimony.
23

24 **IT IS FURTHER ORDERED** that the attorney's fees that were previously
25 awarded to Plaintiff shall be reduced to judgment, collectible by all lawful means.
26 Defendant is in arrears for the attorney's fees previously awarded; \$7,000.00
27 order filed April 5, 2019; \$5,000.00 order filed June 26, 2019; and \$1,500.00,
28 order filed August 9, 2019, for a total of \$13,500.00, which sum is reduced to

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1 judgment, subject to interest at the legal rate and collectable by any lawful
2 means.

3 **IT IS FURTHER ORDERED** that Plaintiff is entitled to additional fees not
4 previously awarded. Counsel for Plaintiff shall submit a Memorandum of Fees
5 and Costs for the additional amount. Counsel for Defendant, Mr. Mills, shall have
6 an opportunity to file an objection.
7

8 **IT IS FURTHER ORDERED** that Grady is in contempt of court for failure to
9 pay Caterina the \$1,500.00 monthly house payment for two months, that this is
10 alimony, and Caterina is awarded sanctions in the amount of \$1,000.00 (\$500.00
11 per month for two months). The sum of \$1,000.00 is reduced to judgment,
12 subject to interest at the legal rate and collectable by any lawful means.
13

14 **IT IS FURTHER ORDERED** that Defendant is in arrears for alimony and
15 support payments in the amount of \$42,000.00 from September 1, 2018 through
16 October 31, 2019 (\$3,000.00 per month for 14 months). The sum of \$42,000.00
17 in accrued spousal support arrears is reduced to judgment, subject to interest at
18 the legal rate, and collectible by any lawful means.
19

20 **IT IS FURTHER ORDERED** that should Defendant file an Appeal, there will
21 be no stay in this case until Defendant posts a supersedeas bond in an amount
22 of not less than \$64,000.00.
23

24 **IT IS FURTHER ORDERED** that Grady's order to pay Caterina \$42,000.00
25 in spousal support arrears and an additional \$1,000.00 in Contempt sanctions for
26 non-payment of spousal support that is not subject to discharge in bankruptcy
27 and is collectable by any lawful means, including against Grady's disability
28 income. The government is to withhold money from Defendant, Grady Edward

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1 Byrd's, income and remit payments to the Plaintiff, Caterina Angela Byrd, to
2 satisfy the support obligation and support arrears. Caterina may prepare a
3 separate order, if necessary, to effectuate the remittance of her alimony
4 payments directly from Grady's Army disability and CRSC, Veteran Administration
5 benefits and Department of Defense retirement disability.
6

7 **IT IS FURTHER ORDERED** that should Grady fail to comply with the Court's
8 orders, Caterina may file a Motion for an Order To Show Cause why Grady
9 Should Not be Held in Contempt of Court, and if Grady fails to attend the hearing,
10 or fails to respond, or fails to pay as ordered, Caterina can seek a no-bail bench
11 warrant for his arrest and notify the appropriate authorities, such as Immigration
12 and Customs, should Grady attempt to enter the United States.
13

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Law Offices of
WEBSTER & ASSOCIATES
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1 IT IS FURTHER ORDERED that Ms. Lambertsen shall prepare the Findings
2 of Fact, Conclusion of Law and Order from today's hearing as well as submit a
3 Memorandum of Fees and Costs which Mr Mills can object to within 14 calendar
4 days; Mr. Mills shall review and sign off. Mr. Mills may propose additional findings
5 he believes are appropriate.
6

7 DATED this 25 day of January 2019.

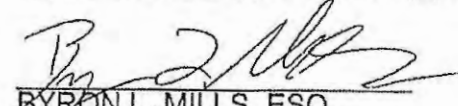
8
9
10 DISTRICT COURT JUDGE 

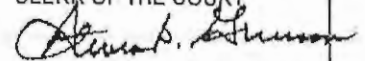
11 Rhonda K. Forsberg

12 Submitted by:
13 WEBSTER & ASSOCIATES

14 
15 ANITA A. WEBSTER, ESQ.
16 Nevada Bar No. 1221
17 JEANNE F. LAMBERTSEN, ESQ.
18 Nevada Bar No. 9460
19 6882 Edna Ave.
20 Las Vegas, Nevada 89146
21 Attorney for Plaintiff

Approved as to form and content by:
MILLS & ANDERSON LAW FIRM

22 
23 BYRON L. MILLS, ESQ.
24 Nevada Bar No. 6745
25 703 S. 8th Street
26 Las Vegas, Nevada 89101
27 Phone: 702-386-0030
28 Attorney for Defendant



1 **NEO**
2 **WEBSTER & ASSOCIATES**
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12 e-mail: jlambertsen@embarqmail.com
13 Unbundled Attorney for Plaintiff

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 CATERINA ANGELA BYRD

17 Plaintiff,

18 v.

19 GRADY EDWARD BYRD

20 Defendant.

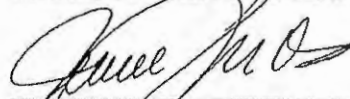
CASE NO.: D-18-577701-Z
DEPT NO.: G

**NOTICE OF ENTRY OF FINDINGS OF
FACT, CONCLUSIONS OF LAW AND
ORDER**

21 PLEASE TAKE NOTICE that a Finding of Fact, Conclusions of Law and
22 Order was entered in the above-entitled action on the 23rd day of January, 2020
23 a copy of which is attached.

24 Dated this 23 day of January, 2020.

25 **WEBSTER & ASSOCIATES**



26 ANITA A. WEBSTER, ESQ.
27 JEANNE F. LAMBERTSEN, ESQ.
28 Unbundled Attorneys for Plaintiff

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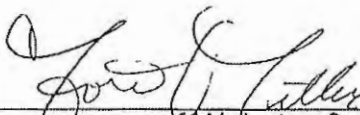
Certificate of Service

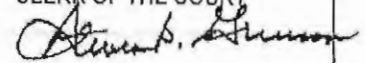
Pursuant to NRCP 5(b), I certify that I am employed in the Law Offices of
WEBSTER & ASSOCIATES, and that on this 23rd day of January, 2020, I
caused the above and foregoing document to be served as follows:

☒ [X] by mandatory electronic service through the Eighth Judicial District
Court's electronic filing system;

To the attorney(s)/person(s) listed below at the address, email address, and/or
facsimile number indicated below:

Byron Mills, Esq.
Modonnell@millsnv.com
Attorney for Defendant


An employee of Webster & Associates



1 **FFCL**
2 **WEBSTER & ASSOCIATES**
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4 Nevada Bar No. 1221
5 JEANNE F. LAMBERTSEN, ESQ.
6 Nevada Bar No. 9460
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11 e-mail: anitawebster@embarqmail.com
12 e-mail: jlambertsen@embarqmail.com
13 Attorney for Plaintiff, unbundled

14 DISTRICT COURT
15 CLARK COUNTY, NEVADA

16 CATERINA ANGELA BYRD

17 Plaintiff,

18 v.

19 GRADY EDWARD BYRD

20 Defendant.

21 CASE NO.: D-18-577701-Z
22 DEPT NO.: G

23 FINDINGS OF FACT,
24 CONCLUSIONS OF LAW AND
25 ORDER

26 This matter having come before the court on October 21, 2019, at 9:00
27 a.m., for an Evidentiary Hearing regarding the mortgage payment and the military
28 retirement payment, hearing on the Plaintiff's Order to Show Cause why the
Defendant should not be held in contempt of court, hearing on Plaintiff's Motion
for Reconsideration, Summary Judgment, and Fees; and Defendant's Opposition
to Plaintiff's Motion for Reconsideration and Countermotion for Fees, hearing on
Defendant's Motion on Order Shortening Time to Reconsider Denial of
Audiovisual Appearance Request, Plaintiff's Opposition to Defendant's Motion on
Order Shortening Time to Reconsider Denial of Defendant's Audiovisual

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1 Appearance Request, and Countermotion for Fees. Plaintiff, Caterina Angela
2 Byrd (hereinafter "Caterina" or "Plaintiff"), appearing by and through her
3 attorneys, ANITA A. WEBSTER, ESQ., and JEANNE F. LAMBERTSEN, ESQ.,
4 of the law firm of WEBSTER & ASSOCIATES and Defendant, Grady Edward
5 Byrd (hereinafter "Grady" or "Defendant"), not present and appearing by and
6 through his attorney, BYRON L. MILLS, ESQ., of MILLS & ANDERSON LAW
7 GROUP.
8

9 Argument by Ms. Lambertsen regarding Plaintiff's Opposition to
10 Defendant's Motion to Reconsider Denial of Audiovisual Appearance citing that
11 the Defendant's doctor excuses are from doctor that are all in the Philippines, not
12 from the Veteran's Administration and one of the excuses even states that the
13 certificate is not for legal matters.
14

15 Argument by Ms. Webster regarding sanctions for Defendant's failure to
16 appear today and argument for the Plaintiff's Motion for Reconsideration,
17 Summary Judgment on the Order to Show Cause, to Set Aside the Decree, and
18 Motion to join Defendant's wife as a party to this action.
19

20 Argument by Mr. Mills regarding the Order to Show Cause and that the
21 Defendant should not be subject to the penalty of contempt for months other than
22 from June 1, 2019, to the present date.
23

24 Argument by Ms. Lambertsen regarding the hearing on July 18, 2019, on
25 Plaintiff's Motion for an Order to Show Cause sought arrears going back to the
26 date the Defendant ceased payment on September 1, 2018, and these arrears
27 were deferred to the Evidentiary Hearing this date.
28

THE COURT NOTES that upon a review of the Medical Certificates

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1 submitted by Defendant, that Defendant is on military disability; and the
2 certificates submitted are from doctors from the Philippines rather than from
3 Defendant's doctor at the Department of Veteran's Affairs. Defendant was
4 referred to the Department of Veteran's Affairs for follow-up, and Defendant
5 failed to do so.
6

7 **THE COURT FINDS** that it is suspicious that the Defendant is going to
8 community doctors in the Philippines, did not follow-up with the Department of
9 Veteran's Affairs, and has provided nothing from the Department of Veteran's
10 Affairs regarding medical issues. Further the court finds that the medical notes
11 from the Philippines provided by the Defendant are not believable.
12

13 Having heard the argument of counsel and good cause appearing
14 therefore,

15 **IT IS HEREBY ORDERED** that Defendant's Motion to Reconsider Denial
16 of Audiovisual Appearance Request is Denied.
17

18 **IT IS FURTHER ORDERED** that Plaintiff's Motion for Summary Judgment
19 that the Defendant be found in Contempt of Court is Denied. That the Court will
20 enter appropriate rulings based on the testimony and evidence to follow in this
21 Evidentiary Hearing.
22

23 **IT IS FURTHER ORDERED** that the Evidentiary Hearing will proceed today
24 in Defendant's absence.

25 **IT IS FURTHER ORDERED** that the Plaintiff's Motion for Reconsideration
26 and Request to Set Aside the Order from the hearing on May 22, 2019, order filed
27 June 26, 2019, is part of the court's consideration in this Evidentiary Hearing and
28 a determination will be made by this court as to the agreement entered into

1 between the parties, what was meant by the language of the agreement, whether
2 or not it constituted a waiver of alimony, or whether the waiver of alimony was of
3 no effect because the decree provides for her support and it would be
4 unconscionable that after 31 years of marriage that Plaintiff would receive no
5 support from the Defendant and Defendant would have total discretion as to
6 what, when, and for how long to pay the Plaintiff. All of the foregoing shall be
7 decided after testimony and evidence is presented. That the Court will enter
8 appropriate rulings based on the testimony and evidence from the hearing.
9

10 **IT IS FURTHER ORDERED** that Plaintiff's request that Defendant's wife be
11 joined in this action and ordered to sign a waiver of her interest in the Survivor
12 Benefit Plan awarded to the Plaintiff in the decree of divorce is denied as this
13 Court has no personal jurisdiction over the Defendant's wife.
14

15 Plaintiff, Caterina Angela Byrd, was sworn and testified under oath.
16

17 **THE COURT ADMITTED** Plaintiff's Exhibits 1 through 11; 13 through 18;
18 20 through 23; 25 through 28; 30 through 36; 42 (VT 9:42:52) 43, 63, and 64
19 were admitted. Based upon the parties' stipulation, Defendant's Exhibits A
20 through L, were admitted into evidence.

21 The court having reviewed the pleadings and papers on file herein including
22 the *Pre-Trial Memorandums* filed by the parties prior to Trial, after considering
23 and weighing the credibility of the witness and the exhibits admitted into
24 evidence, and after further considering the closing arguments of counsel, and
25 good cause appearing, the Court hereby makes the following Findings of Fact,
26 Conclusions of Law, and Order as set forth herein.
27

28 ///

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FINDINGS OF FACT

1. To the extent any Finding of Fact is more appropriately stated as a Conclusion of Law, it should be so deemed.
2. The parties were divorced in Nevada on June 5, 2014, after a 31-year marriage by way of a Joint Petition that Grady arranged to have prepared.
3. Caterina is 56 years old and resides in Clark County Nevada. Grady is 63 years old and resides in the Philippines.
4. Caterina has a high school education and English is her second language. Grady has two Master Degrees, war college degree and certificates.
5. Grady retired from the Army in 1999. Caterina was named the beneficiary of Grady's Army Survivor Benefit Plan upon his retirement. After retiring from the Army, Grady worked for the Department of Defense until about 2010.
6. The parties moved 17 different places throughout the marriage making it difficult for Caterina to establish a career. The parties last resided together in about 2008 with Caterina remaining in Nevada and Grady residing out of the country and Caterina believing that he lived in either Kosova or the Philippines.
7. Caterina was not working at the time of divorce and is not currently working. Caterina had not worked during the marriage except sporadically because Grady got upset when she had tried to work.
8. Caterina was in treatment for mental health issue, anxiety and depression from about 2012 to 2016.
9. Grady's current gross annual income is about \$116,000.00 per year.

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1 10. Since September 1, 2018, Caterina has borrowed money from her parents
2 to pay her monthly expenses. She paid her attorney fees by credit card and
3 the credit card is maxed out. She has an outstanding balance with her
4 attorney. That using a credit card to hire an attorney does not mean that
5 Caterina was not destitute. (VT 2:26:28)
6

7 11. The Decree of Divorce provides that Grady is to pay Caterina \$1,500 per
8 month for mortgage assistance. The Decree of Divorce further provides
9 that the mortgage assistance is not alimony and that it can be terminated
10 at any time. This is vague and ambiguous and susceptible to more than
11 one interpretation especially in light of Grady paying Caterina \$1,500 for
12 mortgage assistance for over 4 years following the divorce. Based on all
13 the facts above and despite the statement in the decree that this is not
14 alimony, these facts support that it was, in fact, alimony. (VT 2:23:43,
15 2:16:30, 2:19:03).
16

17 12. The Decree of Divorce contains ambiguities. Grady was making periodic
18 payments to Caterina on a monthly basis for her support. This is alimony,
19 yet the agreement purports that it is not alimony, creating an ambiguity.
20

21 13. The court must examine the circumstances surrounding the parties' alimony
22 waiver in order to determine the true intentions of the parties.
23

24 14. That the Decree of Divorce provides that Caterina is entitled to 50% of
25 Grady's military retired pay. This is vague since there was no dollar amount
26 provided in the Decree of Divorce and Grady represented to Defendant that
27 50% of his military pay is \$1,500 per month. Further, Grady paid Caterina
28 \$1,500 per month for more than 4 years following entry of the Decree of

1 Divorce.

2 15. Grady drafted the agreement or had it drafted. It is a well- settled rule that
3 "[i]n cases of doubt or ambiguity, a contract must be construed most
4 strongly against the party who prepared it, and favorably to a party who had
5 no voice in the selection of its language." As a result, in this case, any
6 ambiguity must be interpreted against Grady.
7

8 16. The house she was awarded in the Decree of Divorce had little to no equity.
9 The equity in the house at the time of divorce was less than \$20,000, and
10 would not likely cover the closing costs had she sold the house at the time
11 of the divorce. The periodic payments on a monthly basis until the house
12 was sold or paid off are indeed based on financial need and are therefore
13 alimony. The payments were conditioned on the house not selling and not
14 being paid off. The house has not been sold and is not paid off. The
15 mortgage payments are over \$1,900 per month. (VT 2:26:58). Based on
16 what Grady told Caterina before and at the time of the divorce, Caterina
17 reasonably expected that Grady would support her at the rate of at least
18 \$3,000 per month for the remainder of her life and that upon his death, she
19 would continue to be supported by Grady based on her receipt of his Army
20 Survivor Benefits in a comparable amount. (VT2:27:56). Grady had a
21 fiduciary duty to Caterina to be honest with her. He failed to meet his
22 fiduciary duty.
23
24
25

26 17. During the marriage, Grady is the one who ran made the decisions in the
27 marriage and controlled the finances in the marriage. Grady discouraged
28 Caterina from being involved in these decisions. When Caterina did try to

1 work, he discouraged her from working and told her he did not want her to
2 work. Once he moved to the Philippines, he decided that he did not want
3 to be married anymore and claimed to have so many bills that he would
4 have to file bankruptcy, that he was living in a tent, that he could barely get
5 by, and that they were only getting \$3,017 per month in Army retirement
6 pay. Grady told Caterina that he cannot call the money he was going to
7 pay her per the Decree of Divorce "alimony" because if that money was
8 called "alimony", he would not be able to get the loan that he needs, he
9 would never be able to get ahead in his present life and he would have to
10 live poor until he dies. Grady failed to realize that he has a fiduciary
11 relationship to his spouse not to make misrepresentations to her.
12

- 13
14 18. Grady violated his fiduciary duty to his wife, Caterina, by wrongfully telling
15 her how much money she would receive each month and for how long. He
16 told her that his military pay was \$3,017 per month, and that she was
17 entitled to \$1,508 per month and that he would pay her \$1,500 per month
18 or more until he died. In actuality, his military pay was only \$128.40 per
19 month and 50% of this is \$64.20 per month. Long before he asked
20 Caterina for a divorce, Grady had applied for and received a waiver of his
21 military pay to receive it as disability pay. A fiduciary relationship arises
22 from the existence of the marriage itself, thus precipitating a duty to
23 disclose pertinent assets and income. Grady was not receiving \$3,017 in
24 military retirement pay as he represented to Caterina, rather, he was
25 receiving \$3,146 in VA disability pay. He had waived \$3,017 of his retired
26 pay for disability pay, and had only \$128.40 left as his military retired pay.
27
28

- 1 50% of Grady's United States Army Retired Pay was \$64.20. Grady
2 engaged in deceit upon his spouse that he owed a fiduciary duty to.
- 3 19. That prior to divorce, Grady applied for and received approval from the
4 Department of the Army for Combat Related Special Compensation
5 (CRSC) disability pay on or about June 20, 2011, to be paid through the
6 Defense Finance and Accounting Service (DFAS).
- 7 20. That prior to divorce, about December 1, 2011, Grady had waived a portion
8 of his Army Retirement pay to receive disability compensation.
- 9 21. That prior to divorce, Grady applied for and received approval on or about
10 November 12, 2010 from the Office of Personnel Management to receive
11 his Federal Employee's Retirement System (FERS) money in the form of
12 disability retirement. That his disability annuity gross payment is \$1,315.00
13 per month.
- 14 22. That prior to divorce, on or about September 19, 2012, upon Grady's June
15 19, 2009 application to the Social Security Administration for disability and
16 disability insurance benefits, Grady was determined to be disabled. Grady
17 was paid \$31,014 in Social Security Benefits in 2014.
- 18 23. Around the time of divorce, Grady did not provide Caterina documentation
19 showing the amount of his military retirement pay, the amount of his
20 Veteran's Administration Disability pay, the amount of his Office of
21 Personnel Management Disability Annuity Income, or the amount of his
22 Social Security Disability Income.
- 23 24. Grady paid Caterina \$3,000 per month for a number of years, from June
24 2014 until September 1, 2018, to keep her quiet, to keep her complacent,

1 then he decided that he did not need to pay her anymore. When Grady
2 claimed that he was receiving treatment for cancer, Caterina started asking
3 questions about his Army Survivor Benefits. Then, she saw an attorney,
4 and Grady informed her that he is not paying her anything and will not even
5 show up for court. Grady provides notes from doctors in the Philippines,
6 claiming that he cannot come to court. The court is not sure they are
7 actually doctors. The notes do not come from the Veteran's Administration
8 doctors, where Grady is treating.
9

10 25. Grady did everything in his power to keep Caterina from recognizing what
11 her rights were and to leave her in a position where she would receive only
12 \$64.20 per month from his Army Retirement pay. This is unconscionable.
13 It is unenforceable. Were the provision in the Decree of Divorce interpreted
14 to give Caterina 50% of Grady's Military pay, so that she would receive only
15 \$64.20 per month for her interest in his military pay, after 31 years of
16 marriage, this would be so unconscionable, as to be unenforceable.
17

18 26. That Caterina's request for the court's assistance is timely pursuant to
19 NRCP 60(b)(6) in that she sought the court's assistance on or about
20 October 2018, shortly after Grady stopping the \$3,000 per month payments
21 to her on September 1, 2018.
22

23 27. Grady's breach of fiduciary duty, the vagueness and unconscionability of
24 the agreement gives the court discretion to reopen a division of the
25 marital/community property when extraordinary circumstances arise.
26

27 28. That Grady threatened Caterina that she was not to seek the assistance of
28 counsel to review the language that Grady proposed for the Decree of

1 Divorce or she would regret it. Caterina was suffering from depression at
2 the time of the divorce, the parties had just purchased a home 4 months
3 prior to Grady asking for a divorce, the mortgage was over \$1,900 per
4 month, and Caterina was fearful that if she failed to follow his orders, he
5 would stop providing money for her living expenses, and disappear. He
6 was living in the Phillippines at that time.
7

8 29. Grady represented to Caterina that her share of Grady's military retirement
9 money was \$1,508.00 per month for his life and that she would get
10 increases over time. Grady performed on this agreement from June 5,
11 2014 until September 1, 2018. Therefore, Caterina is awarded \$1,508 per
12 month in alimony, subject to upward modification. The additional \$1,500.00
13 per month that Grady agreed to pay Caterina for mortgage assistance for
14 her house is also designated as alimony.
15

16 30. Grady has multiple sources of income which are not exempt from a spousal
17 support order. All of this income, which comprises Grady's approximate
18 \$116,000.00 annual income, can be considered when a spousal support
19 obligation to Caterina is calculated.
20

21 31. Grady agreed to keep the military health insurance intact for Caterina but
22 Caterina is no longer covered by the military health insurance and has
23 replaced the health insurance plan. That the amount of her health
24 insurance, \$102.00 per month, is a factor toward her financial need.
25

26 32. As Grady agreed to keep Caterina's health insurance coverage in tact, the
27 \$102.00 per month that Caterina pays for health insurance shall be added
28 to the monthly alimony amount owed by Grady to Caterina, retroactive to

1 the time Caterina ceased receiving Tricare health insurance benefits which
2 was on or about June 6, 2015.

3 33. Grady agreed to keep Caterina as the beneficiary of his Military Survivor
4 Benefit Plan, that Caterina is no longer the beneficiary of the Survivor
5 Benefit Plan; and that she is going to have to replace the value of the
6 Survivor Benefit Plan. That she may have to obtain an annuity if she is not
7 successful in her appeal to the U.S. Army Board of Corrections. That this
8 dollar amount is a factor toward her financial need when she seeks to
9 modify the alimony award.

10 34. Pursuant to NRS 22.010 et. al., Grady is found in contempt of court, for two
11 months, and in arrears for failure to pay as ordered at the May 22, 2019
12 hearing order filed on or about June 26, 2019, wherein Grady was ordered
13 to resume paying Caterina \$3,000.00 per month starting June 1, 2019,
14 pending the Evidentiary Hearing held on October 21, 2019.

15 35. That there was new evidence presented to support the Caterina's Motion
16 for Reconsideration of the order from the May 22, 2019 hearing, because
17 there was no indication that Judge Forsberg realized that there was no
18 equity in the marital residence at the time of divorce based on Grady stating
19 in the decree that the residence was worth \$365,000. This was the
20 purchase price of the house and just a little over what was owed on the
21 house, not equity. Also, Grady listed that he had no assets, so there is no
22 indication that Judge Forsberg knew what Grady had available to him at
23 that time. She looked at the face of the document, this is why an evidentiary
24 hearing was held. (VT 2:15:35).

1 36. That Caterina did not obtain counsel at the time of divorce because Grady
2 threatened her. He was in the Phillippines and she feared he would
3 disappear. Grady knew that he was dealing with a person who is dealing
4 with depression. As soon as she mentioned seeing an attorney, he came
5 down on her and stopped paying. (VT 2:25:00)
6

7 37. That there is cause to set aside the decree based on Grady's breach of his
8 fiduciary duty to Caterina and that this was timely because Caterina came
9 to court to try to get what was entitled to her upon Grady stopping his
10 monthly payments to her. (VT 2:19:44).
11

12 CONCLUSIONS OF LAW

13 Personal Jurisdiction over the Parties

14 By way of their pleadings, each of the parties submitted to the jurisdiction
15 of this Court, accordingly, the Court concludes that it has personal jurisdiction
16 over the parties.
17

18 Subject Matter Jurisdiction

19 This court has subject matter jurisdiction pursuant to NRS 125.070, which
20 provides that the judge of the court shall determine all questions of law and fact
21 arising in any divorce proceeding under the provisions of this chapter.
22

23 Ambiguity, Unconscionable and Unenforceable, Violation of Fiduciary 24 Duty, Invalidation of Spousal Support Waiver, Award of Life Time 25 Alimony to Caterina, Grady in Contempt of Court

- 26 1. Grady's interpretation of the terms of the Decree of Divorce would
27 mean that he can unilaterally stop paying Caterina \$1,500 per month
28 in support for the house and that Caterina would receive just \$64.20
per month for her interest in his military pay after 31 years of marriage.

1 This is unconscionable and unenforceable.

- 2 2. Grady represented to Caterina that she would receive 50% of his
3 military pay and that this amounted to \$1,500 per month and more for
4 the rest of his life. Grady waived his military pay for disability pay.
5 Grady has a contractual obligation to pay Caterina \$1,500 per month
6 from his military disability pension. Grady cannot reduce his payment
7 to Caterina by claiming it is disability pay. See Shelton v. Shelton, 119
8 Nev. 492 (Nev. 2003) and Gemma v. Gemma, 105 Nev. 458, 778 P.2d
9 429 (1989).
10
11 3. The court finds that the alimony waiver in the Decree of Divorce is not
12 enforceable because: 1) Caterina did not knowingly waive alimony.
13 Caterina relied on Grady's promise that he would pay her \$3,000 per
14 month until he died. She could not have waived her right to alimony
15 while simultaneously accepting support to pay her necessities, Fattore
16 v. Fattore, 458 NJ Super. 75, 83 (App. Div. 2019) and Parker v.
17 Green, No. 73176 (Nevada June 25, 2018); and 2) The payments
18 Grady is making to Caterina are in the nature of alimony. Grady's
19 payment to Caterina of "\$1500 dollar's extra a month to assist with her
20 home mortgage" may cease if "her financial situation changes." Since
21 Grady's assistance to Caterina may cease based on Caterina's
22 financial situation, this is consistent with the NRS 125.150
23 considerations for alimony.
24
25 4. NRCP 60(b)(6) Relief From a Judgment or Order (6) any other reason
26 that justifies relief in this instance. Caterina's request for the court's
27
28

1 assistance and relief from judgement is timely pursuant to NRCP
2 60(b)(6) in that Caterina brought her action within 30 days of Grady
3 ceasing his payments to her.

- 4
- 5 5. Pursuant to NRS 125.150 (4), the court may set apart a portion of the
6 Grady's separate property for Caterina's support as is deemed just and
7 equitable. Based on the facts of this case, Grady's disability pension
8 income is considered a source of income for purposes of awarding
9 alimony to Caterina. The court invalidates the alimony waiver and
10 awards alimony from Grady's military pension disability payments to
11 Caterina as it would be unconscionable that Caterina receive no
12 support after 31 years of marriage. See Fattore v. Fattore, 458 NJ
13 Super. 75, 83 (App. Div. 2019) and Parker v. Green, No. 73176
14 (Nevada June 25, 2018).
- 15
- 16 6. A fiduciary relationship arose from the existence of the marriage itself,
17 thus precipitating Grady's duty to not misrepresent his income and
18 assets. Cook v. Cook, 112 Nev. 179, 912 P.2d, 264 (1996) citing
19 Williams v. Waldman, 108 Nev. 466, 836 P.2d 614 (1992) at 471-72,
20 836 P.2d at 618. Grady violated his fiduciary duty to Caterina by
21 wrongfully telling Caterina that his military pay was \$3,017 per month,
22 and that she was entitled to 50%, namely \$1,508 per month. He told
23 her he would pay her \$1,500 per month with periodic increase until he
24 died. When Grady made this representation to Caterina he had
25 previously waived his military pay for disability pay and was receiving
26 only \$128.40 per month in military pay with 50% being equal to \$64.20
27
28

1 per month. Therefore, Grady must pay Caterina \$3,110.00 per month
2 in modifiable alimony.

- 3 7. A contract is "ambiguous if it is reasonably susceptible to more than
4 one interpretation." Shelton v. Shelton, 119 Nev. 492, 497, 78 P.3d
5 507, 510 (2003). When interpreting an ambiguous contract, this Court
6 can look beyond the express terms and analyze the circumstances
7 surrounding the contract to determine the true mutual intentions of
8 both parties. Id. Finally, this court has recognized that an
9 interpretation that "results in a fair and reasonable contract is
10 preferable to one that results in a harsh and unreasonable contract."
11 Id. In this case, the Decree of Divorce provides that Grady is to pay
12 Caterina \$1,500 per month for mortgage assistance. The Decree of
13 Divorce further provides that the mortgage assistance is not alimony
14 and that it can be terminated at any time. This is vague and
15 ambiguous and susceptible to more than one interpretation especially
16 in light of Grady paying Caterina \$1,500 per month in mortgage
17 assistance for over 4 years following the divorce. The Decree of
18 Divorce is also ambiguous as to the military retired pay. The Decree
19 of Divorce provides that Caterina is entitled to 50% of Grady's military
20 retired pay. This is vague since there was no dollar amount provided
21 in the Decree of Divorce and Grady represented to Defendant that
22 50% of his military pay is \$1,500 per month. Further, Grady paid
23 Caterina \$1,500 per month for more than 4 years following entry of the
24 Decree of Divorce. When a contract is ambiguous, the court should
25
26
27
28

1 examine the circumstances leading up to the Decree of Divorce to
2 determine the true intentions of the parties. Parker v. Green, No.
3 73176 (Nevada June 25, 2018). In this case, in communications
4 between the parties leading up to the Decree of Divorce, Grady
5 misrepresented his income and assets to Caterina.
6

- 7 8. Ambiguity in the decree must be interpreted against Grady as he was
8 the drafter or had it drafted. It is a well-settled rule that "[i]n cases of
9 doubt or ambiguity, a contract must be construed most strongly
10 against the party who prepared it, and favorably to a party who had no
11 voice in the selection of its language." As a result, in this case, any
12 ambiguity must be interpreted against Grady. Williams v. Waldman,
13 108 Nev. 466, 836 P.2d 614 (Nev., 1992) citing Jacobson v. Sassower,
14 66 N.Y.2d 991, 499 N.Y.S.2d 381, 489 N.E.2d 1283, 1284 (1985).
15
16 9. The periodic payments on a monthly basis that Grady paid Caterina
17 until the house was sold or paid off are indeed based on financial need
18 and are therefore alimony. NRS 125.150(9)(a).
19
20 10. Caterina should receive lifetime alimony based on Grady's waiver of
21 military pension for disability payments: as a military wife, she set
22 aside her education and career to follow her husband around the
23 world. Grady currently receives over \$116,000.00 annually in largely
24 tax free income. Caterina has the need for support, she must be
25 compensated for economic loss and Grady has the ability to pay.
26 Kogod v. Cioffi-Kogod, 135 Nev., Adv. Op. 9 (April 25, 2019).
27
28 11. Caterina is entitled to an award of attorney fees and costs. Pursuant

1 to Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345 (1969), the Court
2 should take into consideration the following factors when determining
3 an award of attorney's fees. (1) The qualities of the advocate(s): Ms.
4 Webster has been practicing law for 34 years and Ms. Lambertsen for
5 14 years; the law firm's practice is dedicated to family law. (2) The
6 character and difficulty of the work performed: moderate to moderately
7 high. (3) The work actually performed by the attorney: Many hours
8 were spent litigating and preparing this case for Trial. (4) The result
9 obtained: is yet to be determined.
10

11 **ORDERS**

12
13 **THE COURT HEREBY ORDERS** that based on the evidence presented
14 and in weighing the credibility of the witness, the Court finds there is a basis for
15 partial modification of the Decree of Divorce filed on or about June 5, 2014.

16 **IT IS FURTHER ORDERED** that effective November 1, 2019, Defendant
17 shall pay Plaintiff life time alimony in the amount of \$3,110.00 per month, payable
18 on or before the first day of each month. This alimony is modifiable.

19
20 **IT IS FURTHER ORDERED** that should Plaintiff find it necessary to obtain
21 an annuity or other vehicle for income in lieu of the survivor benefits, the cost can
22 go toward Plaintiff's financial need when she seeks to modify alimony.

23
24 **IT IS FURTHER ORDERED** that the attorney's fees that were previously
25 awarded to Plaintiff shall be reduced to judgment, collectible by all lawful means.
26 Defendant is in arrears for the attorney's fees previously awarded; \$7,000.00
27 order filed April 5, 2019; \$5,000.00 order filed June 26, 2019; and \$1,500.00,
28 order filed August 9, 2019, for a total of \$13,500.00, which sum is reduced to

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1 judgment, subject to interest at the legal rate and collectable by any lawful
2 means.

3 **IT IS FURTHER ORDERED** that Plaintiff is entitled to additional fees not
4 previously awarded. Counsel for Plaintiff shall submit a Memorandum of Fees
5 and Costs for the additional amount. Counsel for Defendant, Mr. Mills, shall have
6 an opportunity to file an objection.

7
8 **IT IS FURTHER ORDERED** that Grady is in contempt of court for failure to
9 pay Caterina the \$1,500.00 monthly house payment for two months, that this is
10 alimony, and Caterina is awarded sanctions in the amount of \$1,000.00 (\$500.00
11 per month for two months). The sum of \$1,000.00 is reduced to judgment,
12 subject to interest at the legal rate and collectable by any lawful means.

13
14 **IT IS FURTHER ORDERED** that Defendant is in arrears for alimony and
15 support payments in the amount of \$42,000.00 from September 1, 2018 through
16 October 31, 2019 (\$3,000.00 per month for 14 months). The sum of \$42,000.00
17 in accrued spousal support arrears is reduced to judgment, subject to interest at
18 the legal rate, and collectible by any lawful means.

19
20 **IT IS FURTHER ORDERED** that should Defendant file an Appeal, there will
21 be no stay in this case until Defendant posts a supersedeas bond in an amount
22 of not less than \$64,000.00.

23
24 **IT IS FURTHER ORDERED** that Grady's order to pay Caterina \$42,000.00
25 in spousal support arrears and an additional \$1,000.00 in Contempt sanctions for
26 non-payment of spousal support that is not subject to discharge in bankruptcy
27 and is collectable by any lawful means, including against Grady's disability
28 income. The government is to withhold money from Defendant, Grady Edward

W:\Family\Byrd, Caterina\Pleadings\Drafts\FFCL & Order 10-21-19 EH 12-11-19 wpd

1 Byrd's, income and remit payments to the Plaintiff, Caterina Angela Byrd, to
2 satisfy the support obligation and support arrears. Caterina may prepare a
3 separate order, if necessary, to effectuate the remittance of her alimony
4 payments directly from Grady's Army disability and CRSC, Veteran Administration
5 benefits and Department of Defense retirement disability.
6

7 **IT IS FURTHER ORDERED** that should Grady fail to comply with the Court's
8 orders, Caterina may file a Motion for an Order To Show Cause why Grady
9 Should Not be Held in Contempt of Court, and if Grady fails to attend the hearing,
10 or fails to respond, or fails to pay as ordered, Caterina can seek a no-bail bench
11 warrant for his arrest and notify the appropriate authorities, such as Immigration
12 and Customs, should Grady attempt to enter the United States.
13

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28 ///

W:\Family\Byrd, Caterina\Pleadings\Drafts\FFCL & Order 10-21-19 EH 12-11-19 .wpd

Law Offices of
WEBSTER & ASSOCIATES
6882 Edna Avenue • Las Vegas, Nevada 89146
Telephone (702) 362-2001 • Facsimile (702) 362-2303

1 IT IS FURTHER ORDERED that Ms. Lambertsen shall prepare the Findings
2 of Fact, Conclusion of Law and Order from today's hearing as well as submit a
3 Memorandum of Fees and Costs which Mr Mills can object to within 14 calendar
4 days; Mr. Mills shall review and sign off. Mr. Mills may propose additional findings
5 he believes are appropriate.
6

7 DATED this 25 day of January 2019.

8
9
10 DISTRICT COURT JUDGE

Rhonda K. Forsberg

11 Submitted by:
12 WEBSTER & ASSOCIATES

13
14 ANITA A. WEBSTER, ESQ.
15 Nevada Bar No. 1221
16 JEANNE F. LAMBERTSEN, ESQ.
17 Nevada Bar No. 9460
18 6882 Edna Ave.
19 Las Vegas, Nevada 89146
20 Attorney for Plaintiff

Approved as to form and content by:
MILLS & ANDERSON LAW FIRM

21
22
23
24
25
26
27
28
BYRON L. MILLS, ESQ.
Nevada Bar No. 6745
703 S. 8th Street
Las Vegas, Nevada 89101
Phone: 702-386-0030
Attorney for Defendant

Steven D. Grierson

1 JUDGE
2 WEBSTER & ASSOCIATES
3 ANITA A. WEBSTER, ESQ.
4 Nevada Bar No. 1221
5 JEANNE F. LAMBERTSEN, ESQ.
6 Nevada Bar No. 9460
7 6882 Edna Ave.
8 Las Vegas, Nevada 89146
9 Tel No: (702) 562-2300
10 Fax No: (702) 562-2303
11 e-mail: anitawebster@embarqmail.com
12 e-mail: jlambertsen@embarqmail.com
13 Attorney for Plaintiff unbundled

14 DISTRICT COURT

15 CLARK COUNTY, NEVADA

16 CATERINA ANGELA BYRD

17 Plaintiff,

18 v.

19 GRADY EDWARD BYRD

20 Defendant.

21 CASE NO.: D-18-577701-Z
22 DEPT NO.: G

23 **JUDGMENT FOR ATTORNEY**
24 **FEES**

25 This matter having come before the Court on October 21, 2019, at 9:00
26 a.m., for an Evidentiary Hearing regarding the mortgage payment and the military
27 retirement payment, hearing on the Plaintiff's Order to Show Cause why the
28 Defendant should not be held in contempt of court, hearing on Plaintiff's Motion
for Reconsideration, Summary Judgment, and Fees; and Defendant's Opposition
to Plaintiff's Motion for Reconsideration and Countermotion for Fees, hearing on
Defendant's Motion on Order Shortening Time to Reconsider Denial of
Audiovisual Appearance Request, Plaintiff's Opposition to Defendant's Motion on
Order Shortening Time to Reconsider Denial of Defendant's Audiovisual

WIFamilyByrd, CaterinaPleadingsDraftsJudgment for Attorney Fees and Costs 02-13-20 upd

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FEB 19 2020

AA877

1 Appearance Request, and Countermotion for Fees. Plaintiff, Caterina Angela
2 Byrd (hereinafter "Caterina" or "Plaintiff"), appearing by and through her
3 attorneys, ANITA A. WEBSTER, ESQ., and JEANNE F. LAMBERTSEN, ESQ.,
4 of the law firm of WEBSTER & ASSOCIATES and Defendant, Grady Edward
5 Byrd (hereinafter "Grady" or "Defendant"), not present and appearing by and
6 through his attorney, BYRON L. MILLS, ESQ., of MILLS & ANDERSON LAW
7 GROUP.
8

9 The court having reviewed the pleadings and papers on file herein including
10 the Pre-Trial Memorandums filed by the parties prior to Trial, after considering
11 and weighing the credibility of the witness and the exhibits admitted into
12 evidence, and after further considering the closing arguments of counsel, and
13 good cause appearing, the Court made Findings of Fact, Conclusions of Law,
14 and Orders filed on or about January 23, 2020, which included, but not limited,
15 to the following:
16

17 **IT IS FURTHER ORDERED** that Plaintiff is entitled to
18 additional fees not previously awarded. Counsel for
19 Plaintiff shall submit a Memorandum of Fees and Costs
20 for the additional amount. Counsel for Defendant, Mr.
21 Mills, shall have an opportunity to file an objection.

22 The Court having considered the Defendant's, Caterina Byrd's
23 Memorandum of Fees and Costs filed on or about November 25, 2019, the
24 Plaintiff's Opposition thereto filed on or about December 4, 2019, and the
25 Defendant's Reply filed on or about December 16, 2019, and good cause
26 appearing, an award of attorneys' fees and cost is reasonable based on NRS
27 125.150(4), NRS 125.040, NRS 18.010, Hornwood v. Smith's Food King, 105
28

1 Nev. 188, 192, 772 P.2d 1284 (1989) (quoting Women's Federal S & L Ass'n. v.
2 Nevada Nat. Bank, 623 F.Supp. 469, 470 (D.Nev.1985), and the Brunzell factors.
3 Pursuant to Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345 (1969), the Court
4 has taken into consideration the following factors in determining the award of
5 attorneys' fees; (1) The qualities of the advocate(s): Ms. Webster has been
6 practicing law for 34 years and Ms. Lambertsen has been practicing law for 14
7 years; the law firm's practice is dedicated to family law. (2) The character and
8 difficulty of the work performed: The intricacy, importance, time and skill required
9 to prepare the papers, pleadings, attend the hearings and prepare and perform
10 an Evidentiary Hearing in this case between July 19, 2019, through October 21,
11 2019 is moderate too difficult. (3) The work actually performed by the attorneys
12 and paralegals: between July 19, 2019 through October 21, 2019, approximately
13 125.3 hours were spent by counsel and 9.7 hours were spent by the paralegals,
14 (4) The result obtained was favorable to the Plaintiff, Caterina Byrd, on a number
15 of issues.
16
17
18

19 The Court notes that the Plaintiff's Memorandum of Fees and Costs filed
20 on or about November 25, 2019 states that Plaintiff's fees and costs are from the
21 date of July 19, 2019, through the Evidentiary Hearing on October 21, 2019. The
22 Memorandum of fees and costs do not cover the preparation of the Memorandum
23 of Fees and Costs filed on or about November 25, 2019 or this instant Judgment:
24
25 53.30 hours for Sr. Attorney, Ms. Webster at \$350 per hour..... \$18,655.00
26 72.00 hrs for Assoc. Attorney, Ms. Lambertsen at \$295 per hour . \$21,240.00
27 9.70 hours of paralegal time at \$125.00 per hour \$1,212.50
28

1 TOTAL FEES \$41,107.50

2 TOTAL COSTS \$924.75

3 IT IS HEREBY ORDERED that attorney fees and costs are awarded to the
4 Plaintiff, Caterina Byrd, in the amount of \$ 42,031.75. *Self*

6 IT IS HEREBY FURTHER ORDERED that this amount is reduced to
7 Judgment subject to interest on the unpaid balance at the interest rate pursuant
8 to NRS 99.040 and is collectible by any lawful means.

9
10 DATED this 12 day of March 2020.

11 *[Signature]*
12 DISTRICT COURT JUDGE

14 Submitted by:
15 WEBSTER & ASSOCIATES

16 *[Signature]*
17 JEANNE F. LAMBERTSEN, ESQ.
18 Attorney for Plaintiff

Steven D. Grierson

1 NEO
2 WEBSTER & ASSOCIATES
3 ANITA A. WEBSTER, ESQ.
4 Nevada Bar No. 1221
5 JEANNE F. LAMBERTSEN, ESQ.
6 Nevada Bar No. 9460
7 6882 Edna Ave.
8 Las Vegas, Nevada 89146
9 Tel No: (702) 562-2300
10 Fax No: (702) 562-2303
11 e-mail: anitawebster@embarqmail.com
12 e-mail: jlambertsen@embarqmail.com
13 Unbundled Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

12 CATERINA ANGELA BYRD)

13 Plaintiff,)

14 v.)

15 GRADY EDWARD BYRD)

16 Defendant.)

CASE NO.: D-18-577701-Z
DEPT NO.: G

**NOTICE OF ENTRY OF JUDGMENT
FOR ATTORNEY FEES**

18 PLEASE TAKE NOTICE that a Judgment for Attorney Fees was entered in
19 the above-entitled action on the 17th day of March, 2020 a copy of which is
20 attached.

21
22 Dated this 17th day of March, 2020.

23 WEBSTER & ASSOCIATES

24 *Jeanne F. Lambertsen*
25 JEANNE F. LAMBERTSEN, ESQ.
26 Unbundled Attorney for Plaintiff
27
28

Certificate of Service

Pursuant to NRCP 5(b), I certify that I am employed in the Law Offices of WEBSTER & ASSOCIATES, and that on this 18th day of March, 2020, I caused the above and foregoing document to be served as follows:

[X] by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

To the attorney(s)/person(s) listed below at the address, email address, and/or facsimile number indicated below:

Byron Mills, Esq.
Modonnell@millsnv.com
Attorney for Defendant


An employee of Webster & Associates

Steven D. Grierson

1 JUDGE
2 WEBSTER & ASSOCIATES
3 ANITA A. WEBSTER, ESQ.
4 Nevada Bar No. 1221
5 JEANNE F. LAMBERTSEN, ESQ.
6 Nevada Bar No. 9460
7 6882 Edna Ave.
8 Las Vegas, Nevada 89146
9 Tel No: (702) 562-2300
10 Fax No: (702) 562-2303
11 e-mail: anitawebster@embarqmail.com
12 e-mail: jlambertsen@embarqmail.com
13 Attorney for Plaintiff unbundled

DISTRICT COURT

CLARK COUNTY, NEVADA

12 CATERINA ANGELA BYRD

13 Plaintiff,

14 v.

15 GRADY EDWARD BYRD

16 Defendant.

CASE NO.: D-18-577701-Z
DEPT NO.: G

**JUDGMENT FOR ATTORNEY
FEES**

17
18 This matter having come before the Court on October 21, 2019, at 9:00
19 a.m., for an Evidentiary Hearing regarding the mortgage payment and the military
20 retirement payment, hearing on the Plaintiff's Order to Show Cause why the
21 Defendant should not be held in contempt of court, hearing on Plaintiff's Motion
22 for Reconsideration, Summary Judgment, and Fees; and Defendant's Opposition
23 to Plaintiff's Motion for Reconsideration and Countermotion for Fees, hearing on
24 Defendant's Motion on Order Shortening Time to Reconsider Denial of
25 Audiovisual Appearance Request, Plaintiff's Opposition to Defendant's Motion on
26 Order Shortening Time to Reconsider Denial of Defendant's Audiovisual
27
28

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RECEIVED

FEB 19 2020

AA883

Law Offices of
WEBSTER & ASSOCIATES
10821 Las Vegas Blvd., Suite 901B
Las Vegas, NV 89146
Telephone: (702) 562-2300 • Facsimile: (702) 562-2303

1 Appearance Request, and Countermotion for Fees. Plaintiff, Caterina Angela
2 Byrd (hereinafter "Caterina" or "Plaintiff"), appearing by and through her
3 attorneys, ANITA A. WEBSTER, ESQ., and JEANNE F. LAMBERTSEN, ESQ.,
4 of the law firm of WEBSTER & ASSOCIATES and Defendant, Grady Edward
5 Byrd (hereinafter "Grady" or "Defendant"), not present and appearing by and
6 through his attorney, BYRON L. MILLS, ESQ., of MILLS & ANDERSON LAW
7 GROUP.
8

9 The court having reviewed the pleadings and papers on file herein including
10 the Pre-Trial Memorandums filed by the parties prior to Trial, after considering
11 and weighing the credibility of the witness and the exhibits admitted into
12 evidence, and after further considering the closing arguments of counsel, and
13 good cause appearing, the Court made Findings of Fact, Conclusions of Law,
14 and Orders filed on or about January 23, 2020, which included, but not limited,
15 to the following:
16

17 **IT IS FURTHER ORDERED** that Plaintiff is entitled to
18 additional fees not previously awarded. Counsel for
19 Plaintiff shall submit a Memorandum of Fees and Costs
20 for the additional amount. Counsel for Defendant, Mr.
21 Mills, shall have an opportunity to file an objection.

22 The Court having considered the Defendant's, Caterina Byrd's
23 Memorandum of Fees and Costs filed on or about November 25, 2019, the
24 Plaintiff's Opposition thereto filed on or about December 4, 2019, and the
25 Defendant's Reply filed on or about December 16, 2019, and good cause
26 appearing, an award of attorneys' fees and cost is reasonable based on NRS
27 125.150(4), NRS 125.040, NRS 18.010, Hornwood v. Smith's Food King, 105
28

1 Nev. 188, 192, 772 P.2d 1284 (1989) (quoting Women's Federal S & L Ass'n. v.
2 Nevada Nat. Bank, 623 F.Supp. 469, 470 (D.Nev.1985), and the Brunzell factors.
3 Pursuant to Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345 (1969), the Court
4 has taken into consideration the following factors in determining the award of
5 attorneys' fees; (1) The qualities of the advocate(s): Ms. Webster has been
6 practicing law for 34 years and Ms. Lambertsen has been practicing law for 14
7 years; the law firm's practice is dedicated to family law. (2) The character and
8 difficulty of the work performed: The intricacy, importance, time and skill required
9 to prepare the papers, pleadings, attend the hearings and prepare and perform
10 an Evidentiary Hearing in this case between July 19, 2019, through October 21,
11 2019 is moderate too difficult. (3) The work actually performed by the attorneys
12 and paralegals: between July 19, 2019 through October 21, 2019, approximately
13 125.3 hours were spent by counsel and 9.7 hours were spent by the paralegals,
14 (4) The result obtained was favorable to the Plaintiff, Caterina Byrd, on a number
15 of issues.
16
17
18

19 The Court notes that the Plaintiff's Memorandum of Fees and Costs filed
20 on or about November 25, 2019 states that Plaintiff's fees and costs are from the
21 date of July 19, 2019, through the Evidentiary Hearing on October 21, 2019. The
22 Memorandum of fees and costs do not cover the preparation of the Memorandum
23 of Fees and Costs filed on or about November 25, 2019 or this instant Judgment:
24
25 53.30 hours for Sr. Attorney, Ms. Webster at \$350 per hour..... \$18,655.00
26 72.00 hrs for Assoc. Attorney, Ms. Lambertsen at \$295 per hour . \$21,240.00
27 9.70 hours of paralegal time at \$125.00 per hour \$1,212.50
28

1 TOTAL FEES \$41,107.50

2 TOTAL COSTS \$924.75

3 IT IS HEREBY ORDERED that attorney fees and costs are awarded to the
4 Plaintiff, Caterina Byrd, in the amount of \$ 42,031.75. *klf*

6 IT IS HEREBY FURTHER ORDERED that this amount is reduced to
7 Judgment subject to interest on the unpaid balance at the interest rate pursuant
8 to NRS 99.040 and is collectible by any lawful means.

10 DATED this 12 day of March 2020.

12 *[Signature]*
DISTRICT COURT JUDGE

14 Submitted by:
15 WEBSTER & ASSOCIATES

16 *[Signature]*
17 JEANNE F. LAMBERTSEN, ESQ.
18 Attorney for Plaintiff

Steven D. Grierson

Law Office of
WEBSTER & ASSOCIATES
6882 Edna Avenue • Las Vegas, Nevada 89146
Telephone (702) 562-2300 • Facsimile (702) 562-2303

1 **ORDR**
2 **WEBSTER & ASSOCIATES**
3 ANITA A. WEBSTER, ESQ.
4 Nevada Bar No. 1221
5 JEANNE F. LAMBERTSEN, ESQ.
6 Nevada Bar No. 9460
7 6882 Edna Ave.
8 Las Vegas, Nevada 89146
9 Tel No: (702) 562-2300
10 Fax No: (702) 562-2303
11 e-mail: anitawebster@embarqmail.com
12 e-mail: jlambertsen@embarqmail.com
13 Attorney for Plaintiff

14
15 DISTRICT COURT
16 CLARK COUNTY, NEVADA

17 CATERINA ANGELA BYRD
18 Plaintiff,

19 v.

20 GRADY EDWARD BYRD
21 Defendant.

CASE NO.: D-18-577701-Z
DEPT NO.: G

ORDER FROM FEBRUARY 27,
2020 HEARING

22 This matter having come before the court on the 27th day of February, for
23 the Plaintiff's Reply to Defendant's Opposition to Plaintiff's Motion for Attorney
24 Fees and Costs During the Appeal, Defendant's Opposition to Plaintiff's Motion
25 for Attorney's Fees and Costs for the Appeal, Plaintiff's Motion for Attorney Fees
26 and Costs for the Appeal, Plaintiff, CATERINA ANGELA BYRD (hereinafter
27 "Plaintiff"), present with her unbundled attorney, JEANNE F. LAMBERTSEN,
28 ESQ., of the law firm of WEBSTER & ASSOCIATES and Defendant, GRADY
EDWARD BYRD (hereinafter "Defendant"), not present, Defendant's attorney,
BYRON MILLS, ESQ., of the law firm of MILLS & ANDERSON, present, the Court

W:\Family\Byrd, Catherine\201 Appeal\Pleadings\Drafts\Order from 2.27.20 Hearing.wpd

1 having heard the argument of counsel, finds and orders the following:

2 **DISCUSSION** regarding the Plaintiff's request for attorney fees and Cost
3 during the Appeal.

4 **FURTHER DISCUSSION** regarding the Plaintiff's Memorandum of Fees
5 and Costs and the Findings of Fact, Conclusion of Law filed with the Court on
6 January 23, 2020.

7 **FURTHER DISCUSSION** regarding the Plaintiff's ability to work, and the
8 Court's Order awarding the Plaintiff lifetime spousal support.

9 Court advised Counsel, the Court would review the Plaintiff's Memorandum
10 of Fees and address the Memorandum of Fees separately.

11 **COURT FINDS** that the Attorney Fees and Costs are warranted under
12 NRS 125.040 1(C).

13 **IT IS HEREBY ORDERED** that the Plaintiff's request for Attorney Fees and
14 Costs during the Appeal shall be granted.

15 **IT IS FURTHER ORDERED** that the Defendant shall pay the Plaintiff's
16 Attorney Fees and Costs for the Appeal of Twenty-thousand Dollars (\$20,000).
17 This amount shall be paid within the thirty (30) days of this date of February 27,
18 2020.

19 **IT IS FURTHER ORDERED** that the Court shall place the Plaintiff's
20 Memorandum for Fees and Costs on the Court's Chambers Calendar. The Court
21 shall review the Plaintiff's Memorandum for Fees and award attorney's fees
22 accordingly.

23 ///

Law Office of
WEBSTER & ASSOCIATES
6827 Las Vegas - Las Vegas, Nevada 89146
Telephone (702) 562-2300 - Facsimile (702) 562-2300


1 IT IS FURTHER ORDERED that Attorney Lambertsen shall prepare the
2 Order for today's hearing. Attorney Mills shall review the content and
3 countersign.
4

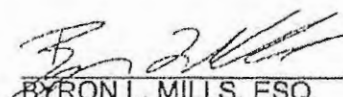
5 DATED this 25th day of March 2020.
6

7 
8 DISTRICT COURT JUDGE 
9

10
11 Submitted by:
12 WEBSTER & ASSOCIATES

Reviewed as to form and content:
MILLS & ANDERSON

13 
14 JEANNE F. LAMBERTSEN, ESQ.
15 Nevada Bar No. 9460
16 6882 Edna Ave.
17 Las Vegas, Nevada 89146
18 Counsel for Plaintiff, unbundled
19

20 
21 BYRON L. MILLS, ESQ.
22 Nevada Bar No. 006745
23 703 S. 8th Street
24 Las Vegas, Nevada 89101
25 Counsel for Defendant
26
27
28

Steven D. Grierson

1 **NEO**
2 **WEBSTER & ASSOCIATES**
3 ANITA A. WEBSTER, ESQ.
4 Nevada Bar No. 1221
5 JEANNE F. LAMBERTSEN, ESQ.
6 Nevada Bar No. 9460
7 6882 Edna Ave.
8 Las Vegas, Nevada 89146
9 Tel No: (702) 562-2300
10 Fax No: (702) 562-2303
11 e-mail: anitawebster@embarqmail.com
12 e-mail: jlambertsen@embarqmail.com
13 Unbundled Attorney for Plaintiff

14 DISTRICT COURT

15 CLARK COUNTY, NEVADA

16 CATERINA ANGELA BYRD

17 Plaintiff,

18 v.

19 GRADY EDWARD BYRD

20 Defendant.

CASE NO.: D-18-577701-Z
DEPT NO.: G

**NOTICE OF ENTRY OF ORDER FROM
THE FEBRUARY 27, 2020 HEARING**

21 PLEASE TAKE NOTICE that an Order from the February 27, 2020 Hearing
22 was entered in the above-entitled action on the 26th day of March, 2020 a copy
23 of which is attached.

24 Dated this 26th day of March, 2020.

25 **WEBSTER & ASSOCIATES**

Jeanne F. Lambertsen

26 JEANNE F. LAMBERTSEN, ESQ.
27 Unbundled Attorney for Plaintiff
28

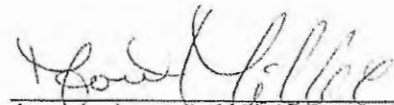
Certificate of Service

Pursuant to NRCP 5(b), I certify that I am employed in the Law Offices of WEBSTER & ASSOCIATES, and that on this 27th day of March, 2020, I caused the above and foregoing document to be served as follows:

☒ [X] by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

To the attorney(s)/person(s) listed below at the address, email address, and/or facsimile number indicated below:

Byron Mills, Esq.
Modonnell@millsnv.com
Attorney for Defendant



An employee of Webster & Associates

Steven D. Grierson

1 **ORDR**
2 **WEBSTER & ASSOCIATES**
3 ANITA A. WEBSTER, ESQ.
4 Nevada Bar No. 1221
5 JEANNE F. LAMBERTSEN, ESQ.
6 Nevada Bar No. 9460
7 6882 Edna Ave.
8 Las Vegas, Nevada 89146
9 Tel No: (702) 562-2300
10 Fax No: (702) 562-2303
11 e-mail: anitawebster@embarqmail.com
12 e-mail: jlambertsen@embarqmail.com
13 Attorney for Plaintiff

14 **DISTRICT COURT**
15 **CLARK COUNTY, NEVADA**

16 CATERINA ANGELA BYRD

17 Plaintiff,

18 v.

19 GRADY EDWARD BYRD

20 Defendant.

CASE NO.: D-18-577701-Z
DEPT NO.: G

ORDER FROM FEBRUARY 27,
2020 HEARING

21 This matter having come before the court on the 27th day of February, for
22 the Plaintiff's Reply to Defendant's Opposition to Plaintiff's Motion for Attorney
23 Fees and Costs During the Appeal, Defendant's Opposition to Plaintiff's Motion
24 for Attorney's Fees and Costs for the Appeal, Plaintiff's Motion for Attorney Fees
25 and Costs for the Appeal, Plaintiff, CATERINA ANGELA BYRD (hereinafter
26 "Plaintiff"), present with her unbundled attorney, JEANNE F. LAMBERTSEN,
27 ESQ., of the law firm of WEBSTER & ASSOCIATES and Defendant, GRADY
28 EDWARD BYRD (hereinafter "Defendant"), not present, Defendant's attorney,
BYRON MILLS, ESQ., of the law firm of MILLS & ANDERSON, present, the Court

W:\Family\Byrd, Catherine\001 Appeal\Pleadings\Drafts\Order from 2.27.20 Hearing.vpd

1 having heard the argument of counsel, finds and orders the following:

2 **DISCUSSION** regarding the Plaintiff's request for attorney fees and Cost
3 during the Appeal.

4 **FURTHER DISCUSSION** regarding the Plaintiff's Memorandum of Fees
5 and Costs and the Findings of Fact, Conclusion of Law filed with the Court on
6 January 23, 2020.

7 **FURTHER DISCUSSION** regarding the Plaintiff's ability to work, and the
8 Court's Order awarding the Plaintiff lifetime spousal support.

9 Court advised Counsel, the Court would review the Plaintiff's Memorandum
10 of Fees and address the Memorandum of Fees separately.

11 **COURT FINDS** that the Attorney Fees and Costs are warranted under
12 NRS 125.040 1(C).

13 **IT IS HEREBY ORDERED** that the Plaintiff's request for Attorney Fees and
14 Costs during the Appeal shall be granted.

15 **IT IS FURTHER ORDERED** that the Defendant shall pay the Plaintiff's
16 Attorney Fees and Costs for the Appeal of Twenty-thousand Dollars (\$20,000).
17 This amount shall be paid within the thirty (30) days of this date of February 27,
18 2020.

19 **IT IS FURTHER ORDERED** that the Court shall place the Plaintiff's
20 Memorandum for Fees and Costs on the Court's Chambers Calendar. The Court
21 shall review the Plaintiff's Memorandum for Fees and award attorney's fees
22 accordingly.

23 ///
24
25
26
27
28


Law Office of
WEBSTER & ASSOCIATES
6801 Lake Avenue • Las Vegas, Nevada 89146
Telephone (702) 562-3381 • Facsimile (702) 562-3382

1 IT IS FURTHER ORDERED that Attorney Lambertsen shall prepare the
2 Order for today's hearing. Attorney Mills shall review the content and
3 countersign.
4

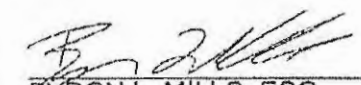
5 DATED this 25th day of March 2020.
6

7
8 
9 DISTRICT COURT JUDGE 

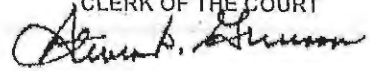
10
11 Submitted by:
12 WEBSTER & ASSOCIATES

13 
14 JEANNE F. LAMBERTSEN, ESQ.
15 Nevada Bar No. 9460
16 6882 Edna Ave.
17 Las Vegas, Nevada 89146
18 Counsel for Plaintiff, unbundled

Reviewed as to form and content:
MILLS & ANDERSON

19 
20 BYRON L. MILLS, ESQ.
21 Nevada Bar No. 006745
22 703 S. 8th Street
23 Las Vegas, Nevada 89101
24 Counsel for Defendant
25
26
27
28

DISTRICT COURT
CLARK COUNTY NEVADA



18 NOVEMBER 2018

CATERINA ANGELA BYRD Plaintiff
GRADY EDWARD BYRD Defendant

CASE NO.: D-18-577701-Z
DEPT NO.: G

TO: THE CLERK OF COURT

1. I received and signed for this motion at my home in the Republic of the Philippines on 8 November 2018.
2. I request that all requirements to respond to this motion be rescheduled to allow me sufficient time to retain an attorney approved to practice in Nevada.
3. I had surgery in Las Vegas in September 2018. After three follow up examinations I returned to my home in the Philippines to complete my recovery. I have a surgery follow up appointment 4 December 2018 and another medical condition follow up appointment on 19 December 2018. I will return to Las Vegas no later than the first week of December 2018.
4. I have consulted with a law firm to represent me however I have not signed a fee agreement at this time.
5. I am submitting this motion for a continuance so that I meet the ten day deadline to respond.
6. I have documents to support everything I state in this motion. I will submit as ordered by the court.
7. I have drafted a response to all allegations contained in the motion. I require legal representation to formulate the legal response.
8. Reference the allegations concerning hidden assets, hidden benefits, and all references to amounts of monetary benefits I submit this information for the court's review:

ASSETS. Complete list of financial assets. Only assets are disability pensions awarded for injuries incurred in combat related actions while serving in the United States Army.

DEPARTMENT OF VETERANS AFFAIRS
UNITED STATES ARMY SERVICE CONNECTED DISABILITY PENSION
NOVEMBER 25, 2009

DEPARTMENT OF THE ARMY
COMBAT RELATED SPECIAL COMPENSATION DISABILITY PENSION
MAY 23, 2007

SOCIAL SECURITY ADMINISTRATION
SOCIAL SECURITY DISABILITY INSURANCE
RETIREMENT DUE TO INJURIES SUSTAINED WHILE SERVING IN US ARMY
15 OCTOBER 2012

FEDERAL EMPLOYEE RETIREMENT SYSTEM
DISABILITY RETIREMENT DUE TO INJURIES SUSTAINED WHILE SERVING IN US
ARMY
NOVEMBER 12, 2010

REFERENCE MOTION PAGE 12 LINE 18 – CATERINA BYRD HAS ALWAYS KNOWN ALL
OF MY BENEFITS.

EMAIL DATED 18 APRIL 2014 PROVES THAT CATERINA BYRD WAS FULLY AWARE OF
ALL GRADY BYRD BENEFITS.

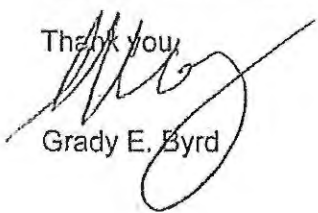
JOINT MORTGAGE APPLICATION BETWEEN GRADY AND CATERINA BYRD DATED 9
JULY 2013 PAGES 7 AND 11 SHOW ALL OF GRADY BYRD'S ASSETS. CATERINA BYRD
WAS A SIGNATORY TO THIS DOCUMENT. GRADY BYRD HAS OBTAINED NO
ADDITIONAL ASSETS SINCE THE APPROVAL OF THIS MORTGAGE LOAN.

When I obtain legal representation I will assist with my defense by providing this type of
information to respond to all allegations.

9. I request the court's understanding of the geographical location of my home, the
expenses related to purchasing airfare for myself and my wife who is my medical
attendant, paying attorney fees in advance, and expenses for food, transportation, and
living in hotels in Las Vegas for extended periods of time.

10. I welcome the opportunity to resolve these allegations I just need a short amount of
time to return to America, obtain legal representation, and prepare to defend myself
against these allegations.

Thank you,


Grady E. Byrd

Steven D. Grierson

1 **ORDR**
2 **WEBSTER & ASSOCIATES**
3 ANITA A. WEBSTER, ESQ.
4 Nevada Bar No. 1221
5 JEANNE F. LAMBERTSEN, ESQ.
6 Nevada Bar No. 9460
7 6882 Edna Ave.
8 Las Vegas, Nevada 89146
9 Tel No: (702) 562-2300
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11 e-mail: anitawebster@embarqmail.com
12 e-mail: jlambertsen@embarqmail.com
13 Attorney for Plaintiff, unbundled

14 **DISTRICT COURT**
15 **CLARK COUNTY, NEVADA**

16 CATERINA ANGELA BYRD
17 Plaintiff,

18 v.

19 GRADY EDWARD BYRD
20 Defendant.

CASE NO.: D-18-577701-Z
DEPT NO.: G

ORDER FROM THE NOVEMBER
27, 2018 HEARING

21 This matter having come before the court on the 27th day of November,
22 2018, for Plaintiff's Motion to Enforce the Decree of Divorce, Plaintiff, CATERINA
23 ANGELA BYRD (hereinafter "Plaintiff"), by and through her unbundled attorney,
24 JEANNE F. LAMBERTSEN, ESQ., of the law firm of WEBSTER & ASSOCIATES
25 and Defendant, GRADY EDWARD BYRD (hereinafter "Defendant"), not
26 appearing, the Court having heard the argument of counsel, finds and orders the
27 following:

28 **COURT NOTES** that for purposes of the Minute Order, Petitioner Caterina
Byrd, will be referred to as the Plaintiff and Grady Byrd as the Defendant.

W:\FamilyByrd, Caterina\Pleadings\Drafts\Order from 11 27 18 hearing 12 11 18 wpd

1 The Court heard the matters on calendar today.

2 **COURT FURTHER NOTED** that there has been no response from
3 Defendant. Attorney Lambertsen advised this matter was filed in Churchill
4 County, even though the parties live in Clark County, and advised the Court that
5 this is a post divorce action. Court heard the matters on calendar. Attorney
6 Lambertsen requested temporary Orders.
7

8 **COURT FURTHER NOTED** that the exhibits filed with the Motion were
9 stricken.
10

11 **IT IS HEREBY ORDERED** that for December 18, 2018 hearing, the
12 Defendant shall provide all documents that support all aspects of his version of
13 his income, including but not limited to, his monthly statements from the following;
14 Department of Finance and Accounting Services statement, the Department of
15 Veterans Affairs statement, Social Security Administration statement, and the
16 Federal Employee Retirement System statement. (VT 12:02:38, 12:06:12 and
17 12:06:39). In addition, statements from the assets listed on page 2, line 25 - 27
18 of the Decree of Divorce which are the U.S. Retired Military health care, the long
19 term health insurance, VYSTAR Credit Union Accidental Death Insurance, and
20 Veteran's Group Life Insurance, and the Department of Finance and Accounting
21 Services pension monthly statement. (VT 12:02:38, 12:06:12 and 12:06:39).
22

23 **IT IS FURTHER ORDERED** that Request for Attorney Fees for today's
24 hearing is reserved until time of the December 28, 2018, hearing.
25

26 **IT IS FURTHER ORDERED** that this matter is continued to December 18,
27 2018, at 3:30 p.m. in Department G.
28

1 IT IS FURTHER ORDERED that the unbundled Order is filed in open court.

2 IT IS FURTHER ORDERED that Attorney Lambertsen shall prepare an
3 appropriate Order, obtain approval from opposing Counsel, and submit it to the
4 Court pursuant to Rule 7.21 and Rule 7.24.
5

6 IT IS FURTHER ORDERED that pursuant to Rule 7.21, the counsel
7 obtaining any order, judgment or decree must furnish the form of the same to the
8 clerk or judge in charge of the court within 10 days after counsel is notified of the
9 ruling, unless additional time is allowed by the court.
10

11 IT IS FURTHER ORDERED that pursuant to Rule 7.24, any order,
12 judgment or decree which has been signed by a judge must be filed with the clerk
13 of the court promptly. No attorney may withhold or delay the filing of any such
14 order, judgment or decree for any reason, including the nonpayment of attorneys
15 fees. If there is a conflict regarding the wording of the Minute Order, the video
16 record prevails as the official record.
17

18 NRS 3.380 (6) In civil and criminal cases when the court has ordered the
19 use of such sound recording equipment, any party to the action, at the party's
20 own expense, may provide a certified court reporter to make a record of and
21 transcribe all the matters of the proceeding. In such a case, the record prepared
22 by sound recording is the official record of the proceedings, unless it fails or is
23 incomplete because of equipment or operational failure, in which case the record
24 prepared by the certified court reporter shall be deemed, for all purposes, the
25 official record of the proceedings. [emphasis added] [7:52:1907; added 1949,
26 506; 1943 NCL 8460.01] (NRS A 1995, 1594; 2007, 1036; 2011, 673).e
27

28 IT IS FURTHER ORDERED that the Preparation Order is filed in open
court.

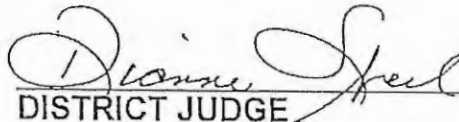
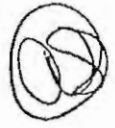
26 ///

27 ///


28

1 IT IS FURTHER ORDERED that there will be an in chamber review set for
2 December 26, 2018 at 2:00 a.m., regarding the Order from today's hearing.

3
4 DATED this 13 day of Dec 2018.

5
6 
7 DISTRICT JUDGE
8 C. DIANNE STEEL
9
10 

11 Submitted by:
12 WEBSTER & ASSOCIATES

13 
14 ANITA A. WEBSTER, ESQ.
15 Nevada Bar No. 1221
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21 Attorney for Plaintiff, unbundled
22
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