

Notice of Appeal to Supreme Court

Lindsey Sharron Antee
9564 Scorpion Track Ct
Las Vegas, NV 89178
(702) 577-6657

PLAINTIFF/Lindsey Antee IN PROPER PERSON

DISTRICT COURT- Family Division
CLARK COUNTY, NEVADA

Electronically Filed
Jun 09 2020 12:41 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Lindsey Sharron Antee,

Plaintiff(s),

-vs-

CASE NO. D-18-573154-D


Bobby Dee Antee,

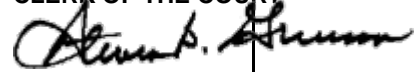
DEPT. NO. J

Defendant(s).

NOTICE OF APPEAL

Notice is hereby given that Lindsey Antee, Plaintiff above named, hereby appeals to the Supreme Court of Nevada Divorce Complaint from the order of Judge Rena Hughes entered into this action on the 22 day of May, 2020.


SIGNATURE
LINDSEY SHARRON ANTEE
9564 Scorpion Track Ct
Las Vegas, NV 89178



1 ASTA

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6 **IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE**
7 **STATE OF NEVADA IN AND FOR**
8 **THE COUNTY OF CLARK**

9 LINDSEY SHARRON ANTEE,

10 Plaintiff(s)

11 vs.

12 BOBBY LEE ANTEE aka BOBBY DEE ANTEE,

13 Defendant(s),

Case No: D-18-573154-D

Dept No: J

14
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16 **CASE APPEAL STATEMENT**

17 1. Appellant(s): Lindsey Sharron Antee

18 2. Judge: Rena G. Hughes

19 3. Appellant(s): Lindsey Sharron Antee

20 Counsel:

21 Lindsey Sharron Antee
22 9564 Scorpion Track Ct.
23 Las Vegas, NV 89178

24 4. Respondent (s): Bobby Lee Antee aka Bobby Dee Antee

25 Counsel:

26 Grayson J. Moulton, Esq.
27 8985 S. Eastern Ave., Suite 100
28 Las Vegas, NV 89123

1 5. Appellant(s)'s Attorney Licensed in Nevada: N/A
2 Permission Granted: N/A

3 Respondent(s)'s Attorney Licensed in Nevada: Yes
4 Permission Granted: N/A

5 6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No

6 7. Appellant Represented by Appointed Counsel On Appeal: N/A

7 8. Appellant Granted Leave to Proceed in Forma Pauperis: N/A

8 Appellant Filed Application to Proceed in Forma Pauperis: No
9 Date Application(s) filed: N/A

10 9. Date Commenced in District Court: June 26, 2018

11 10. Brief Description of the Nature of the Action: DOMESTIC - Marriage Dissolution

12 Type of Judgment or Order Being Appealed: Divorce Decree

13 11. Previous Appeal: No

14 Supreme Court Docket Number(s): N/A

15 12. Case involves Child Custody and/or Visitation: N/A
16 Appeal involves Child Custody and/or Visitation: N/A

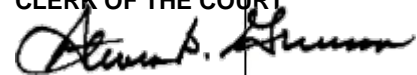
17 13. Possibility of Settlement: Unknown

18 Dated This 4 day of June 2020.

19 Steven D. Grierson, Clerk of the Court

20
21 /s/ Heather Ungermann
22 Heather Ungermann, Deputy Clerk
23 200 Lewis Ave
24 PO Box 551601
25 Las Vegas, Nevada 89155-1601
26 (702) 671-0512

27 cc: Lindsey Sharron Antee
28



ASTA FAM

Lindsey Antee
9564 Scorpion Track Ct
Las Vegas, NV 89178
(702) 577-6657

PLAINTIFF/Lindsey Antee IN PROPER PERSON

DISTRICT COURT- Family Division

CLARK COUNTY, NEVADA

Lindsey Sharron Antee,

Plaintiff(s),

-vs-

Bobby Dee Antee,

Defendant(s).

CASE NO. D-18-573154-D

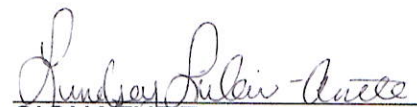
DEPT. NO. J

Case Appeal Statement

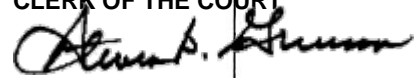
1. Plaintiff, Lindsey Antee, in proper person is filing this appeal statement.
2. Judge Rena Hughes issued the judgement
3. Appellant is Lindsey Antee, 9564 Scorpion Track Ct Las Vegas, NV 89178, in which she will represent herself.
4. Respondent is Defendant Bobby Dee Antee, who resides at 1912 Camino Mirada Las Vegas, NV 89031 represented by Grayson J. Moulton, ESQ, with Shumway Van, which is located at 8985 S. Eastern Ave. Suite 100, Las Vegas, NV 89123.
5. Grayson J Moulton is licensed to practice law in the State of Nevada, State Bar # 14587.
6. Appellant was represented by retained counsel in District Court.
7. Appellant will represent herself in this appeal.

- 1 8. Appellant has filed a motion to be granted leave to proceed in forma pauperis,
2 Plaintiff, Lindsey Antee has not received a date of entry.
3 9. The Proceedings commenced in District Court June 26, 2018.
4 10. I am appealing the Order entered by Rena Hughes on May 22, 2020 for
5 judgement of Divorce. Rena Hughes ordered to split my sole and separate
6 property with Defendant, Bobby Antee, who only obtained ownership through
7 fraud.
8 11. This case has not been previously subject to the Supreme Court.
9 12. This appeal involves no children.

10 Dated this 2nd day of June, 2020
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14 SIGNATURE
15 Lindsey Antee
16 9564 Scorpion Track ct
17 Las Vegas, NV 89178
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RTPR FAM
LINDSEY ANTEE
9564 SCORPION TRACK CT
LAS VEGAS, NV 89178
(702) 577-6657
PLAINTIFF/LINDSEY ANTEE IN PROPER PERSON

DISTRICT COURT- FAMILY DIVISION
CLARK COUNTY, NEVADA

LINDSEY SHARRON ANTEE,

Plaintiff(s),

-vs-

CASE NO.D-18-573154-D

BOBBY DEE ANTEE,

DEPT. NO. J

Defendant(s).

REQUEST FOR TRANSCRIPTS OF PROCEEDINGS

TO: TIFFANY SKAGGS

Appellant requests preparation of a transcript of the proceedings before the
District Court, as follows:

Judge Rena Hughes heard the proceedings:


Requesting Transcript for a two-day trial which was held on February 7, 2020, and
February 12, 2020.

I am requesting a full transcript of the proceedings.

1 Copy requested

I hereby certify that on the 2 day of June, 2020 I ordered Transcripts listed above from
the court reporter, Tiffany Skaggs, and paid the required deposit on the 2 day of June
2020.

Dated this 2 day of June, 2020


SIGNATURE
LINDAEY ANTEE
9564 SCORPION TRACK CT
LAS VEGAS, NV 89178

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. D-18-573154-D

Lindsey Sharron Antee, Plaintiff
vs.
Bobby Lee Antee, Defendant.

§
§
§
§

Location: **Department J**
 Judicial Officer: **Hughes, Rena G.**
 Filed on: **06/26/2018**

CASE INFORMATION

Related Cases

D-18-581756-S (1J1F Related - Rule 5.103)

Case Type: **Divorce - Complaint**

Subtype: **Complaint No Minor(s)**

Case Status: **06/26/2018 Open**

Case Flags: **Order After Hearing Required
 Appealed to Supreme Court**

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number D-18-573154-D
 Court Department J
 Date Assigned 06/26/2018
 Judicial Officer Hughes, Rena G.

PARTY INFORMATION

Plaintiff

Antee, Lindsey Sharron
 9564 Scorpion Track CT
 Las Vegas, NV 89178

Attorneys

Pro Se
 702-577-6657(H)
Jennings, Jared B.
Retained
 702-979-3565(W)

Defendant


Antee, Bobby Lee
 9564 Scorpion Track CT
 Las Vegas, NV 89178


Moulton, Grayson J.
Retained
 702-478-7770(W)
Chase, Garrett R.
Retained
 702-473-8403(W)
Van, Michael C.
Retained
 702-478-7770(W)


DATE


EVENTS & ORDERS OF THE COURT

EVENTS

06/26/2018  Complaint for Divorce
 Filed by: Plaintiff Antee, Lindsey Sharron
Complaint for Divorce (No Children)



06/26/2018  Summons Issued Only
 Filed by: Plaintiff Antee, Lindsey Sharron
Summons Issued Only

06/26/2018  Request for Issuance of Joint Preliminary Injunction
 Filed By: Plaintiff Antee, Lindsey Sharron
Request for Issuance of Joint Preliminary Injunction

07/20/2018  Notice of Appearance
 Party: Plaintiff Antee, Lindsey Sharron
Notice Of Appearance


















CASE SUMMARY

CASE NO. D-18-573154-D

07/23/2018	 Answer - Divorce, Annulment, Separate Maintenance Filed by: Defendant Antee, Bobby Lee <i>Defendant's Answer and Counterclaim</i>
08/01/2018	 Affidavit of Service Filed By: Plaintiff Antee, Lindsey Sharron <i>Affidavit of Service</i>
09/14/2018	 Motion to Withdraw As Counsel Filed By: Plaintiff Antee, Lindsey Sharron <i>Motion To Withdraw As Attorney Of Record</i>
09/18/2018	 Motion Filed By: Plaintiff Antee, Lindsey Sharron <i>Plaintiff's Motion and Notice of Motion for Orders for Temporary Spousal Support and/or Exclusive Possession</i>
09/18/2018	 Financial Disclosure Form Filed by: Plaintiff Antee, Lindsey Sharron <i>General Financial Disclosure Form</i>
09/18/2018	 Certificate of Service Filed by: Plaintiff Antee, Lindsey Sharron <i>Certificate of Service-Motion</i>
09/18/2018	 Certificate of Mailing Filed By: Plaintiff Antee, Lindsey Sharron <i>Certificate Of Mailing</i>
09/20/2018	 Notice of Non Opposition Filed by: Defendant Antee, Bobby Lee <i>NOTICE OF NON-OPPOSITION TO OPPOSING COUNSEL'S MOTION TO WITHDRAW</i>
09/25/2018	 Reply Filed By: Plaintiff Antee, Lindsey Sharron <i>Plf's Reply to Counterclaim</i>
09/25/2018	 Certificate of Mailing Filed By: Plaintiff Antee, Lindsey Sharron <i>Certificate of Mailing</i>
10/03/2018	 Request Filed By: Plaintiff Antee, Lindsey Sharron <i>Request For Submission Of Motion Or Counter-Motion Without Oral Argument Edcr 5.11</i>
10/05/2018	 NRCP 16.2 Case Management Conference <i>Order for Case Management Conference - Domestic</i>
10/10/2018	 Request for Issuance of Joint Preliminary Injunction Filed By: Defendant Antee, Bobby Lee <i>Request for Issuance of Joint Preliminary Injunction</i>
10/15/2018	 Family Court Motion Opposition Fee Information Sheet Filed by: Defendant Antee, Bobby Lee <i>FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET</i>
10/15/2018	 Opposition Filed By: Defendant Antee, Bobby Lee <i>Defendant's Opposition To Plaintiff's Request And Countermotion For Attorney's Fees</i>
10/16/2018	 Financial Disclosure Form Filed by: Defendant Antee, Bobby Lee <i>GENERAL FINANCIAL DISCLOSURE FORM</i>
10/18/2018	 Opposition

CASE SUMMARY

CASE NO. D-18-573154-D

	Filed By: Plaintiff Antee, Lindsey Sharron <i>Pltf's Opposition to Def't's Request and Counterclaim for Atty Fees</i>
10/19/2018	 Order Filed By: Plaintiff Antee, Lindsey Sharron <i>Order</i>
10/24/2018	 Notice of Entry of Order Filed By: Plaintiff Antee, Lindsey Sharron <i>Notice Of Entry Of Order</i>
11/21/2018	 Request for Issuance of Joint Preliminary Injunction Filed By: Plaintiff Antee, Lindsey Sharron <i>Request for Issuance of Joint Preliminary Injunction</i>
12/17/2018	 Case Management Order <i>Case Management Order - Domestic</i>
12/18/2018	 Order Filed By: Defendant Antee, Bobby Lee <i>Order from the Hearing Held on October 19, 2018</i>
12/19/2018	 Complaint Filed By: Plaintiff Antee, Lindsey Sharron <i>Legal Separation</i>
01/08/2019	 Joint Preliminary Injunction Filed by: Defendant Antee, Bobby Lee <i>Joint Preliminary Injunction</i>
02/08/2019	 Affidavit of Service Filed By: Defendant Antee, Bobby Lee <i>Affidavit of Service</i>
02/14/2019	 Pre-trial Memorandum Filed By: Plaintiff Antee, Lindsey Sharron <i>Plaintiff's Pretrial Memorandum</i>
03/22/2019	 Case Management Order <i>Amended Case Management Order - Domestic</i>
03/26/2019	 Stipulation and Order Filed By: Defendant Antee, Bobby Lee <i>STIPULATION AND ORDER TO CONTINUE TRIAL</i>
03/26/2019	 Notice of Entry of Order Filed By: Defendant Antee, Bobby Lee <i>NOTICE F ENTRY OF ORDER</i>
05/02/2019	 Motion <i>Motion to Withdraw as Attorney of Record</i>
05/02/2019	 Notice of Hearing <i>Notice of Hearing</i>
05/02/2019	 Notice of Non Opposition Filed by: Defendant Antee, Bobby Lee <i>NOTICE OF NON-OPPOSITION TO OPPOSING COUNSEL'S MOTION TO WITHDRAW AS ATTORNEY OF RECORD</i>
05/03/2019	 Certificate of Mailing <i>Certificate of Mailing</i>
05/08/2019	 Substitution of Attorney Filed By: Plaintiff Antee, Lindsey Sharron

CASE SUMMARY

CASE NO. D-18-573154-D

Substitution of Attorney

06/11/2019



Stipulation and Order

Filed By: Plaintiff Antee, Lindsey Sharron

Stipulation and Order To Extend Discovery Deadlines and Trial Date

06/11/2019



Notice of Entry of Stipulation and Order

Filed by: Plaintiff Antee, Lindsey Sharron

Notice of Entry of Stipulation and Order to Extend Discovery Deadlines and Trial Date

06/12/2019



Case Management Order

Amended Case Management Order - Domestic

07/08/2019



Order

Order

07/12/2019



Notice of Entry of Order

Notice of Entry of Order

09/09/2019



Financial Disclosure Form

Filed by: Plaintiff Antee, Lindsey Sharron

Financial Disclosure Form - Plaintiff's Updated

10/14/2019



Financial Disclosure Form

Filed by: Defendant Antee, Bobby Lee

Defendant's Updated Financial Disclosure Form

10/29/2019



Certificate of Service

Filed by: Defendant Antee, Bobby Lee

Certificate of Service

01/08/2020



Motion

Filed By: Plaintiff Antee, Lindsey Sharron

PLAINTIFF S MOTION FOR PARTIAL SUMMARY JUDGMENT

01/09/2020



Notice of Hearing

Notice of hearing

01/14/2020



Order

Filed By: Plaintiff Antee, Lindsey Sharron

Order Shortening Time

01/15/2020



Notice of Entry of Order

Filed By: Plaintiff Antee, Lindsey Sharron

Notice of Entry of Order Shortening Time

01/24/2020



Opposition

Filed By: Defendant Antee, Bobby Lee

Defendant's Opposition to Plaintiff's Motion for Partial Summary Judgment

01/28/2020



Pre-trial Memorandum

Filed By: Plaintiff Antee, Lindsey Sharron

PLAINTIFF S PRE-TRIAL MEMORANDUM

01/28/2020



Pre-trial Memorandum

Filed By: Defendant Antee, Bobby Lee

Defendant's Pre-trial Memorandum

01/31/2020



Reply

Filed By: Plaintiff Antee, Lindsey Sharron

Plaintiff's Reply In Support of Motion for Partial Summary Judgment

06/02/2020



Motion

Filed By: Plaintiff Antee, Lindsey Sharron

Plaintiff's Motion for Stay of Execution of Divorce Order Hearing Requested

CASE SUMMARY
CASE NO. D-18-573154-D

06/02/2020  Notice of Appeal
Filed By: Plaintiff Antee, Lindsey Sharron
Notice of Appeal

06/02/2020  Case Appeal Statement
Filed By: Plaintiff Antee, Lindsey Sharron
Case Appeal Statement

06/02/2020  Request Transcript of Proceedings
Party: Plaintiff Antee, Lindsey Sharron
Transcript Request

06/02/2020  Notice of Appeal
Filed By: Plaintiff Antee, Lindsey Sharron
Notice of Appeal

06/03/2020  Family Court Motion Opposition Fee Information Sheet
Filed by: Plaintiff Antee, Lindsey Sharron

06/03/2020  Notice of Hearing
Filed By: Plaintiff Antee, Lindsey Sharron
Notice of Hearing

06/04/2020  Case Appeal Statement
Filed By: Plaintiff Antee, Lindsey Sharron
Case Appeal Statement

06/04/2020  Case Appeal Statement
Filed By: Plaintiff Antee, Lindsey Sharron
Case Appeal Statement


HEARINGS

10/19/2018 **Motion** (10:00 AM) (Judicial Officer: Hardcastle, Kathy)
Events: 09/18/2018 Motion
Plaintiff's Motion and Notice of Motion for Orders for Temporary Spousal Support and/or Exclusive Possession
Matter Heard; MINUTES IN THE ALL PENDING
Matter Heard


10/19/2018 **Case Management Conference** (10:00 AM) (Judicial Officer: Hardcastle, Kathy)
Events: 10/05/2018 NRCP 16.2 Case Management Conference
Matter Heard; MINUTES IN THE ALL PENDING
Matter Heard

10/19/2018 **Opposition** (10:00 AM) (Judicial Officer: Hardcastle, Kathy)
Events: 10/15/2018 Opposition
Defendant's Opposition To Plaintiff's Request And Countermotion For Attorney's Fees
Matter Heard; MINUTES IN THE ALL PENDING
Matter Heard

10/19/2018 **Evidentiary Hearing** (10:00 AM) (Judicial Officer: Hardcastle, Kathy)
Matter Heard; MINUTES IN THE ALL PENDING
Matter Heard

10/19/2018  **All Pending Motions** (10:00 AM) (Judicial Officer: Hardcastle, Kathy)

MINUTES

12/18/2018  Order
Filed By: Defendant Antee, Bobby Lee
Order from the Hearing Held on October 19, 2018
Matter Heard; MINUTES IN THE ALL PENDING
Journal Entry Details:
MOTION: PLAINTIFF'S MOTION AND NOTICE OF MOTION FOR ORDERS FOR TEMPORARY SPOUSAL SUPPORT AND/OR/EXCLUSIVE POSSESSION... CASE MANAGEMENT CONFERENCE...OPPOSITION: DEFENDANT'S OPPOSITION TO PLAINTIFF'S REQUEST AND COUNTERMOTION FOR ATTORNEY'S FEES Attorney Garrett Chase, Bar No. 14498, appeared on behalf of Defendant. Upon the matter being called,

CASE SUMMARY**CASE NO. D-18-573154-D**

the Court noted papers and pleadings on file. Attorney Chase advised the court as to an exhibit not being attached to the motion. Defendant provided the court with a copy of the exhibits. Plaintiff advised the court the court as to the agreement she had with Defendants. Plaintiff stated she gave Defendant \$98,000.00 as a down payment on the marital residence. Plaintiff stated she had a signed agreement with Defendant as to the down payment on the marital residence. Plaintiff further stated she filed for divorce after finding out her name was not on the home. Plaintiff further stated she would like to be reimbursed for the wedding ring she purchased for Defendant in the amount of \$4,670.00 and that she would like for Defendant to stop coming by her house and slandering her name. The Court inquired as to Defendant receiving \$98,000.00 as the down payment on the marital residence. Upon inquiry, Defendant confirmed receiving \$98,000.00 from Plaintiff. The Court noted concerns as to an evidentiary hearing being set and the marital residence being sold. Attorney Chase advised the court as to issues at hand. Counsel requested Plaintiff be required to pay the mortgage associated with the marital residence. Plaintiff further expressed concerns as to being awarded spousal support. **THE COURT ORDERED**, Plaintiff shall have **EXCLUSIVE POSSESSION** of the **MARITAL RESIDENCE**. Plaintiff shall continue to **RESIDE** in the **MARITAL RESIDENCE**. Plaintiff shall pay the **MORTGAGE** associated with the **MARITAL RESIDENCE**. Defendant shall provide Plaintiff with the Name of the **MORTGAGE** Company. Defendant shall pay all **UTILITY BILLS** in his name. Upon payment being made Defendant shall present Plaintiff with a **COPY** of the **BILLS PAID** and Plaintiff shall pay reimburse Plaintiff for any **UTILITY BILLS** Defendant pays for **PENDING** the 3-26-2019 hearing. Plaintiff shall **PAY** all **PAST DUE UTILITY BILLS**. If the **PAST DUE UTILITY BILLS** are not **PAID**, **PLAINTIFF** shall be **FOUND IN CONTEMPT** of **COURT**. Hearing **SET** for 3-26-2019 at 1:30 pm shall **STAND**. Attorney Chase shall prepare the order of the court. ;

Matter Heard

10/24/2018 **CANCELED Motion** (3:00 AM) (Judicial Officer: Hughes, Rena G.)

Vacated - Moot

Christopher Tilman ESQ, Motion to Withdraw of Record

06/19/2019  **Motion** (3:00 AM) (Judicial Officer: Hughes, Rena G.)

Events: 05/02/2019 Motion

Plaintiff's Motion to Withdraw as Attorney of Record


MINUTES

Minute Order - No Hearing Held;

Journal Entry Details:

MINUTE ORDER: NO HEARING HELD AND NO APPEARANCES IC Decision 6/19/19 D-18-573154-D Antee v Antee NRCP 1 and EDCR 1.10 state that the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action. Pursuant to EDCR 2.23(c) and 5.501(b), this Court can consider a motion and issue a decision on the papers at any time without a hearing. Further, pursuant to EDCR 2.20(c), this Court can grant the requested relief if there is no opposition timely filed. This matter came on for consideration on the Court's in chambers calendar for a review of attorney Christopher Tilman's Motion to Withdraw as Attorney of Record for Plaintiff. No opposition having been filed, the Court is hereby granting attorney Tilman's Motion. Attorney Tilman to submit an Order to Withdraw. Clerk's note, a copy, of today's minute order, was mailed, to the parties, at the addresses, on file.;

Minute Order - No Hearing Held


02/06/2020  **Minute Order** (3:15 PM) (Judicial Officer: Hughes, Rena G.)

Minute Order - No Hearing Held;

Journal Entry Details:

Minute Order D-18-573154-D Antee v Antee NRCP 1 and EDCR 1.10 state that the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action. Pursuant to EDCR 2.23(c) and 5.501(b), this Court can consider a motion and issue a decision on the papers at any time without a hearing. Further, pursuant to EDCR 2.20(c), this Court can grant the requested relief if there is no opposition timely filed. On January 17, 2020 Plaintiff filed an Offer of Judgment. Pursuant to NRCP 68, which governs Offers of Judgment, rule NRCP 68(e) states that if an offer is not accepted within 14 days after service, it will be considered rejected by the offeree and deemed withdrawn by the offeror. Evidence of the offer is not admissible except in a proceeding to determine costs, expenses, and fees. Therefore the Offer of Judgment filed by Plaintiff is hereby stricken. The Clerk's Office is directed to strike the filing from the record. Clerk's note, a copy, of today's minute order was mailed, to the parties, at the addresses, on file.;

Minute Order - No Hearing Held

02/07/2020  **Non-Jury Trial** (9:00 AM) (Judicial Officer: Hughes, Rena G.)

02/07/2020, 02/12/2020

Events: 12/17/2018 Case Management Order

re: marital residence outstanding issues addressed (Half Day)



03/26/2019

Continued to 08/06/2019 - Stipulation and Order - Antee, Lindsey Sharron; Antee, Bobby Lee

PER SAO Filed 6/11/19

CASE SUMMARY

CASE NO. D-18-573154-D

	<p>Matter Continued; Under Advisement; PER SAO Filed 6/11/19 Matter Continued; Under Advisement; Journal Entry Details: <i>NON-JURY TRIAL: RE: MARITAL RESIDENCE OUTSTANDING ISSUES...PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT...DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT...PLAINTIFF'S REPLY IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT Logan Wilson, Esq., #14967, also appeared on behalf of Plaintiff. Argument by counsel regarding Plaintiff's Motion for Summary Judgement. COURT ORDERED; the COURT FINDS there are material questions of fact precluding summary judgement. The Court required potential witnesses to leave the Court courtroom. Opening Statements by counsel. Witnesses and exhibits per worksheets. COURT ORDERED: Matter CONTINUED TO 2/12/20 at 9:00 A.M. (Full Day);</i> <i>Matter Continued</i></p>
02/07/2020	<p>Motion (9:00 AM) (Judicial Officer: Hughes, Rena G.) 02/07/2020, 02/12/2020 Events: 01/08/2020 Motion <i>Plaintiff's Motion for Partial Summary Judgment</i> 02/18/2020 Reset by Court to 02/07/2020 Matter Continued; See Complete Minutes under Non-Jury Trial same date Under Advisement; Matter Continued; See Complete Minutes under Non-Jury Trial same date Under Advisement; <i>Matter Continued</i></p>
02/07/2020	<p>Opposition (9:00 AM) (Judicial Officer: Hughes, Rena G.) 02/07/2020, 02/12/2020 Events: 01/24/2020 Opposition <i>Defendant's Opposition to Plaintiff's Motion for Partial Summary Judgment</i> Matter Continued; See Complete Minutes under Non-Jury Trial Same date Under Advisement; Matter Continued; See Complete Minutes under Non-Jury Trial Same date Under Advisement; <i>Matter Continued</i></p>
02/07/2020	<p>Hearing (9:00 AM) (Judicial Officer: Hughes, Rena G.) 02/07/2020, 02/12/2020 <i>Pltf's Reply in Support of Motion for Partial Summary Judgment</i> Matter Continued; See Complete Minutes under Non-Jury Trial same date Under Advisement; Matter Continued; See Complete Minutes under Non-Jury Trial same date Under Advisement; <i>Matter Continued</i></p>
02/12/2020	<p> All Pending Motions (9:00 AM) (Judicial Officer: Hughes, Rena G.) MINUTES Matter Heard; Journal Entry Details: <i>NON JURY TRIAL...PLTF'S MOTION FOR PARTIAL SUMMARY JUDGEMENT...DEFT'S OPPOSITION TO PLTF'S MOTION FOR PARTIAL SUMMARY JUDGEMENT...PLTF'S REPLY IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGEMENT DAY 2 Attorney Wilson, Bar #14967, present, with Attorney Jennings. Witness sworn and testified. See witness worksheet. Exhibits offered and admitted. See exhibit worksheet. Matter trailed, for break. Matter recalled, with all previous parties present. Testimony resumed. Matter trailed, for lunch. Matter recalled, with all previous parties present. Testimony resumed. Based on Attorney Jennings being 25 minutes late, from returning from lunch, COURT ORDERED, Attorney Jennings shall be PERSONALLY SANCTIONED, in the amount of \$150.00; PAYABLE, to Attorney Moulton. Testimony resumed. Matter trailed, for break. Matter recalled, with all previous parties present. Testimony resumed. CLOSING STATEMENTS. COURT ORDERED, matter UNDER ADVISEMENT.;</i> <i>Matter Heard</i></p>
05/22/2020	<p> Minute Order (9:45 AM) (Judicial Officer: Hughes, Rena G.) <i>Decision from 2/12/20</i></p>

CASE SUMMARY**CASE NO. D-18-573154-D****MINUTES**

Minute Order - No Hearing Held;
Journal Entry Details:

This matter was taken under advisement just prior to the COVID pandemic. The Court apologizes to the parties for the time it has taken to disseminate this decision. The Court's access to files and exhibits has been extremely limited over the last several weeks. To expedite the decision, the Court is entering a journal entry in a format that is not required to be implemented in the final Decree of Divorce. This format is informal and for the ease of the parties interpretation of the information. This matter came on for a non-jury Trial on the disposition of property and dissolution of marriage. Plaintiff, Lindsey Antee, was present and represented by Jared Jennings, Esq. Defendant, Bobby Antee, was present and represented by Grayson Mouton, Esq. This is a short term marriage. The parties were married on November 25, 2017 in Las Vegas, Nevada. The parties do not have any minor children and Wife is not pregnant. On June 26, 2018 Wife filed a Complaint for Divorce. In September of 2018 Wife filed a Motion for Spousal Support. At the motion hearing on October 19, 2018, the Court granted Wife exclusive possession of the marital residence, ordered Wife to pay the mortgage associated with the marital residence, Husband to provide Wife with the name of the mortgage company, Husband shall pay all utility bills in his name, upon payment being made Husband shall present Wife with a copy of the bills paid and Wife shall reimburse Husband (bills were in Husband's name), Wife shall pay all past due utility bills, and an Evidentiary Hearing was scheduled. On December 20, 2018 Wife filed a Complaint for Separate Maintenance in a separate action, case number D-18-581756-S. In January of 2019, Husband filed a Motion to Dismiss or in the Alternative Motion to Consolidate. At the motion hearing on February 13, 2019, the parties stipulated to grant Husband's request to dismiss Wife's Complaint for Separate Maintenance. The Court further denied attorney's fees and ordered the Trial in D-18-573154-D to remain as scheduled. On January 8, 2020 Wife filed a Motion for Partial Summary Judgment. The Court granted Wife's request for an Order Shortening Time and the Wife's Motion was heard concurrently with the February 7, 2020 Trial. At the February 7, 2020 Trial, the Court found there were material questions of fact precluding summary judgment. On February 12, 2020, the Court held day two of the Trial and testimony resumed. The Court took the matter under advisement. Most of the issues in dispute stemmed from the purchase of a marital home. Shortly after the parties married, they decided to purchase a residence. Wife did not have a good credit rating and could not qualify for a mortgage. Husband had a better credit rating, but little cash on hand, and some debts. Wife had cash on hand from her foundation. TRIAL ISSUES: 1. Wife claimed Husband committed marital waste by paying the balance on his pre-marriage student loan of \$8,374.03 with funds she provided. Disposition: The parties entered into an agreement whereby Wife would receive funds from the equity of the marital residence in repayment for her separate property contribution. Wife did not meet her burden of proof on the marital waste claim under Putterman. See, Putterman v. Putterman, 113 Nev. 606, 935 P.2d 1047 (1997). Wife presented no evidence of compelling reasons such as hiding, wasting, misappropriating or using funds for Husband's personal gain. The student loans were required to be paid by the lender to purchase a community property asset. Almost all marriages involve some disproportion in contribution or consumption of community property. Such retrospective considerations are not and should not be relevant to community property allocation and do not present compelling reasons for an unequal disposition; whereas, hiding or wasting of community assets or misappropriating community assets for personal gain may indeed provide compelling reasons for unequal disposition of community property. Putterman, 113 Nev. 606, 939 P.2d 1047, 1049-50. FINDINGS OF FACT: The Court finds Wife claims she had no knowledge that Husband would need to pay the balance of his student loans in order to qualify for the mortgage to purchase the marital residence. Wife's testimony in this regard was not credible. The Court finds Husband knew a month before the closing he would have to pay his student loans off to close. He discussed this with Wife. They both knew the lender required his student loans, as well as other debts, to be paid in order to close the purchase of the marital residence. Husband ended up paying his student loans before closing, which caused the lender to require an explanation into why he was conducting the transaction ahead of time, rather than at closing. The Court finds both parties were frustrated with the lender's requirements throughout the qualification and closing process because they did not understand why the lender was requiring explanations of their numerous financial transactions. The Court finds the lender required Husband to pay off the student loan in order to close on the purchase. The parties agreed Wife would be repaid an amount certain in exchange for contributing her separate property funds toward the purchase, which included paying off Husband's debts as required by the lender. For example, Husband had to pay off his car loan (the car had negative equity of \$4,060); pay off his student loans, and; other debts. TRIAL ISSUES CONTINUED: 2. Wife claimed she did not gift funds to the community of her sole and separate property when she executed gift letters for purposes of Husband qualifying for a mortgage to purchase the marital residence. Disposition: Wife did not intend to gift funds to the community when she executed the gift letters. FINDINGS OF FACT: The Court finds that Husband and Wife agreed Wife would provide all funds for the down payment, escrow deposit, and to pay off certain pre-marriage debts Husband owed. Wife's sole and separate property funds were exclusively used for the down payment, escrow deposit, Husband's auto loan payoff, and student loan payoff. All funds are traceable to Wife's separate property. The Court finds Wife did not intend the gift letters required by the mortgage lender to have the legal effect of a gift. The sole purpose for the gift letters was to help Husband qualify for a mortgage to purchase the marital residence. The Court finds Wife's credit prevented her from qualifying for a mortgage, thus she was not included in the credit application. The Court finds Wife evidenced her intent to not gift the funds to Husband more than once. The Court finds that prior to the closing, Wife indicated it was not her intent to gift the funds when she attempted to cancel the purchase, even though she was not a party to the contract. The Court finds at the closing, Wife required Husband to sign a letter agreement

CASE SUMMARY

CASE NO. D-18-573154-D

acknowledging the funds were not a gift before she would wire the funds to close the purchase. See, Exhibit 6, bates 108-110. The Court finds Wife drafted and signed the letter agreement on the date of closing, January 17, 2018. The letter agreement stated in pertinent part: Lindsey Antee and Bobby Dee Antee are in agreement to the following with regards to: If Divorce Takes Place \$75,000 is Returned to Lindsey Antee And The Remaining Equity Will Be Split 50/50 I am aware of the community property law and upon divorce the property will be sold and \$75,000 will be returned to Lindsey prior to our 50/50 split. The Court finds Wife sent the letter agreement, Exhibit 6, to Husband while he waited at the title company to finalize the purchase transaction. The parties had not discussed the terms of the agreement prior to Wife drafting and sending it to Husband. The Court finds Wife's handwritten signature appears on Exhibit 6. The Court finds there was another letter agreement, evidenced at Exhibit H, bates 337-339. Wife claims she never saw this version of the agreement, except through discovery in the litigation. Wife's signature does not appear on Exhibit H, and Husband's signature does not appear on Exhibit 6. The Court finds Wife's testimony that she did not see the second letter agreement, Exhibit H, until discovery is not credible. Wife sent a text message to Husband asking him if he was going to sign the updated agreement. It is clear Wife knew of two agreements, but it is unclear from the letter agreements which was first and which was second in time. Even so, Wife had knowledge of two letter agreements because she attached the one from Exhibit H to her Complaint for Separate Maintenance. The Court finds the letter agreements have a different format but the operative terms only differ slightly. Exhibit H states in pertinent part: Lindsey Antee and Bobby Dee Antee are in agreement to the following with regards to: If Divorce Takes Place \$75,000 is Returned to Lindsey Antee And The Remaining Equity Will Be Split 50/50. The Court finds the operative terms in common are that Wife will receive \$75,000, and the remaining equity will be divided 50/50. The only operative term not in common is that the home will be sold. The Court finds Wife's Complaint for Divorce filed 06/26/2018 alleged the Marital Residence should be awarded to her, and that Husband should repay a loan to Wife of \$75,000. The Court finds the common term the parties agreed to is that Wife would receive \$75,000 from the equity of the home and the remaining equity would be divided 50/50. There was a meeting of the minds by the parties and they entered into a contract for this term. Wife is thus entitled to \$75,000 from the equity of the marital residence. The parties will divide the remaining equity 50/50. The Court finds Wife communicated to Husband she would not wire the funds to close the sale if he did not sign a letter agreement, agreeing she would receive \$75,000 from the equity before an equal division, should the parties divorce. The Court finds that at trial, Wife claimed she did not know she was wiring funds to close the sale. The Court finds Wife's testimony not credible. Wife was at the title company with Husband, then left to go to the bank and wire the funds. A wire transfer form is required to be completed at the bank, which Wife did. The Court finds that in 2017, Wife added Husband's name to her bank accounts, but then closed the accounts and opened a new account in her name only. It was from this account Wife wired the funds to finalize the marital home purchase. The Court finds that prior to wiring the funds, Wife sent a text message to Husband that she was sending the money, that she would sign a quitclaim deed, and go to heaven to be with [her son]. Yet at trial, Wife maintains she did not wire the funds. The Court finds Wife asked for a divorce the same day she drafted and signed the letter agreement, and wired funds to the title company to close the transaction. Wife also claims she was shocked a couple of days after she wired the funds to find the funds were actually withdrawn from her bank account. It is difficult to find Wife's testimony credible, and this Court does not. The Court finds the gift letters at EXHIBIT 18, Bates 486 487 were for: \$3,000 for the escrow deposit; \$4,060 to pay off Husband's car loan, and; \$65,000 towards the purchase price. TRIAL ISSUES CONTINUED: 3. Wife claims Husband misappropriated \$26,100 of her separate property funds for either his use, or the community's use, and that she is entitled to reimbursement. Disposition: Wife did not meet her burden of proof that when she co-mingled her separate property funds, she did not intend a gift to the community. Wife did not meet her burden of proof that Husband misappropriated Wife's separate property funds for his own use and benefit. The managing spouse must keep the community and separate property segregated. See *Todkill v Todkill*, 88 Nev. 231, 495 P.2d 629 (1972). If community and separate property becomes intermingled, it is the managing spouse's burden to prove the separate nature of the property so claimed. See *Lucini v Lucini*, 97 Nev. 214, 626 P.2d 270 (1981). FINDINGS OF FACT: Prior to the parties marriage on November 25, 2017, Wife gave Husband substantial amounts of cash to deposit into his bank account to draw interest. Husband deposited a total of \$26,100 in cash from Wife into his savings account. Husband established the savings account prior to marriage and had funds in the account of approximately \$13,084 in his Goldman Sachs savings account before he made the deposits. See, Exhibit K. In September and October 2017, Husband had his wages automatically deposited to the Goldman Sachs savings account. Thereafter, Husband had his wages deposited into One Nevada checking or Bank of America. Transfers were then made to his Bank of America checking account to pay expenses as needed. On 11/17/2017 Husband deposited \$15,000 of Wife's separate funds into his separate Bank of America savings account. On 11/21/2017 the funds were transferred to Husband's Goldman Sachs savings account. The Goldman Sachs account was accessible only on-line, so Husband first deposited them into his Bank of America account, then moved them to the Goldman Sachs account. Husband similarly deposited Wife's separate funds (\$10,900 and \$3,000) to his One Nevada account, then transferred them to his Goldman Sachs savings account. See, Exhibit 18. Separate property placed into joint tenancy is presumed to be a gift of a half interest to the other party, unless the presumption is overcome by clear and convincing evidence. The opinion of either spouse is of no weight; the party who wishes to overcome the presumption must do so by presenting substantial evidence of conduct, expressions or intent at the time of taking or during the holding of the property. See *Schmanski v Schmanski*, 115 Nev. 247, 984 P.2d 752 (1999); *Graham v. Graham*, 104 Nev. 473, 760 P.2d 772 (1988) Wife did not meet her burden of proof in this regard. Wife agreed to co-mingle her funds with Husband's funds already in the account, and to use the combined funds for their use and benefit. It was the parties intent to co-mingle these funds as joint savings, to be maintained as a community asset. The parties used Husband's

CASE SUMMARY**CASE NO. D-18-573154-D**

American Express card for multiple purchases and entertainment expenses. Husband then paid his credit card from the co-mingled funds. Husband did not commit waste or misappropriate the funds for his own benefit. The charges to his credit card were community in nature. NRS 123.170, either spouse may, without the consent of the other spouse, convey, charge, encumber or otherwise in any manner dispose of his or her separate property. All property of a spouse owned by him or her prior to marriage is his or her separate property. NRS 123.130. TRIAL ISSUES CONTINUED: 4. Fraud: a. Wife claims Husband committed fraud in placing the marital home in his name alone at the time of purchase. Disposition: Wife did not meet her burden of proof of fraud by clear and convincing evidence. To demonstrate fraud, Wife must demonstrate that Husband made a false representation or misrepresentations as to a past or existing fact; with knowledge or belief by Husband that representation is false or that Husband lacked a sufficient basis of information to make the representation; Husband intended to induce Wife to act in reliance on the representation; justifiable reliance upon the representation by Wife; causation and damages to Wife as a result of relying on misrepresentation; and all must be proved by clear and convincing evidence and be led with specificity. See J.A. Jones Constr. Co. v. Lehrer McGovern Bovis, Inc., 120 Nev. 277, 290 91, 89 P.3d 1009, 1018 (2004). FINDINGS OF FACT: Husband did not commit fraud upon Wife when he purchased the marital home in his name alone. The Grant, Bargain and Sale deed Wife signed at the closing transaction was required by lender in order to vest title in Husband's name. Wife claims she did not sign the deed but her testimony is not credible. Wife signed the deed before a notary. Wife has since sued the notary and the realtor who sold the parties the home. See, Exhibit Q the Grant, Bargain and Sale Deed. It was the parties intent to vest title in both names after the transaction closed, because, as between these parties, the marital home would be a community asset. Husband never intended to exclude Wife from ownership in the home. He always considered it their home. The title was never changed, because by the time the transaction closed, serious marital discord existed in large part due to the Wife's distrust over how the transaction was conducted, although there was nothing illicit or fraudulent that occurred in the transaction. The terms of the transaction were not dictated by Husband, but by the lender and title company. Still Wife placed blame on Husband and the realtor. Husband made no material misrepresentations to Wife to obtain her signature on the deed. The lender required the deed in order to keep title to the property clear and avoid any community property or spousal claim of interest. However, as between the parties, they agreed it was community property. The single fact of Husband not executing a deed to convey a community property interest to Wife was not fraud. Husband always acknowledged Wife owned an equal interest in the home. Unfortunately, marital discord resulted at the same time the purchase was occurring, so title never transferred. Still, Wife's interest remains a community property, equal interest (with the exception of the contracted separate property interest of \$75,000 to be reimbursed to Wife). TRIAL ISSUES CONTINUED: 5. \$1,300 garnished from parties 2017 joint federal tax return to pay Husband's past-due child support obligation. Disposition and Findings of Fact: Wife did not agree to pay Husband's pre-marital child support obligation from the community funds they were to receive through a tax refund. Husband owes Wife reimbursement for one-half of the funds taken. TRIAL ISSUES CONTINUED: 6. Wife's medical expenses incurred due to Husband removing her from insurance; Disposition and Findings of Fact: Wife provided insufficient evidence at trial of these expenses, so this claim must be denied for failure to meet her burden of proof. TRIAL ISSUES CONTINUED: 7. Damages Husband caused to Wife's personal property when he removed his items from storage; Wife provided insufficient evidence at trial of these expenses, so this claim must be denied for failure to meet her burden of proof. TRIAL ISSUES CONTINUED: 8. Damages Husband caused to Marital Residence when he re-painted. Disposition: Wife provided insufficient evidence at trial of these expenses, so this claim must be denied for failure to meet her burden of proof. 9. Both parties requested attorney's fees and costs from the other. Disposition and findings of fact: Each party may file a Motion for Attorney's Fees and Costs within 30 days of this decision and the Court will determine the matter on the papers, in chambers. The marital residence shall be listed for sale with a realtor selected according to this process: Wife shall select 3 names of realtors within 10 days and provide them to Husband; Husband shall have 10 days to select one realtor from the list. The parties shall sign a listing agreement with the realtor within 10 days of selection. Both parties must approve of any contract to sell. The Court will maintain jurisdiction over all matters regarding property to settle disputes. Wife shall continue to have exclusive possession of the marital residence and shall be solely responsible for the mortgage, HOA, utilities and expenses associated with the marital residence. From escrow at the time of sale, Wife shall receive from the net sale proceeds the contracted amount of \$75,000.00, then the remaining equity shall be disbursed from escrow 50/50. TRIAL ISSUES CONTINUED: 10. Pre-marital debts: A. Wife incurred a fee to break her lease agreement for an apartment she rented prior to marriage. Wife shall be solely responsible for this obligation for breaking her lease agreement. This is a sole and separate debt. B. Wife under-reported her income which resulted in an IRS tax obligation for Wife in 2017. Wife shall be solely responsible for this obligation. This is a sole and separate debt. 11. Personal property: A. An A/B list shall be drafted by Husband, within 10 days. Wife shall have 10 days to choose A or B, as a division of the parties personal property acquired during the marriage. 12. Sole and Separate personal property: A. Each party shall retain his and her personal property acquired prior to marriage. All property of a spouse owned by him or her prior to marriage is his or her separate property. NRS 123.130. 13. Reimbursement Husband requested: A. Husband requested reimbursement from Wife for mortgage payments, HOA fees, and trash fees Husband paid for the marital residence while Wife lived there exclusively. Wife shall be solely responsible for the expenses for the marital residence while she lived there exclusively. At the October 19, 2018, the Court granted Wife exclusive possession of the marital residence and ordered Plaintiff to pay the mortgage and all utilities (current). Husband was ordered to pay any past-due utilities. Wife shall reimburse Husband all mortgage payments, HOA fees, and utilities he paid after October 2018. Husband shall be reimbursed from Wife's share of the equity proceeds of sale of the marital residence (after her \$75,000). 14. Husband requested reimbursement from Wife for charges to his Bank of America card for her non-profit Aiden's

CASE SUMMARY

CASE NO. D-18-573154-D

Army. Wife did not spend these funds for the community, but made a contribution to her separate property foundation, for which she should reimburse Husband. Husband shall be reimbursed in the same manner as in #1 above. Consequently, Wife s Motion for Summary Judgment is denied as there were material questions of fact at issue. The parties are restored to the status of single, unmarried persons. Wife may have her former name restored to her. Neither party is entitled to receive, nor shall receive, alimony from the other. Neither party put on evidence of financial need, nor requested alimony. Counsel for Plaintiff shall prepare a final Decree of Divorce with findings of fact and conclusions of law consistent with this journal entry. A status hearing in chambers is set for June 24, 2020 for submission of the final Decree. Clerk's note, a copy, of today's minute order was emailed, to counsel, at the e-mail addresses, on file.;

Minute Order - No Hearing Held

06/24/2020

Status Check (10:00 AM) (Judicial Officer: Hughes, Rena G.)

Submission of the decree

07/14/2020

Motion (10:00 AM) (Judicial Officer: Hughes, Rena G.)

Plaintiff s Motion for Stay of Execution of Divorce Order Hearing Requested

SERVICE

06/26/2018

Summons

Antee, Bobby Lee

Unserved

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

October 19, 2018

D-18-573154-D Lindsey Sharron Antee, Plaintiff
vs.
Bobby Lee Antee, Defendant.

October 19, 2018 10:00 AM All Pending Motions

HEARD BY: Hardcastle, Kathy

COURTROOM: Courtroom 04

COURT CLERK: Jefferyann Rouse

PARTIES:

Bobby Antee, Defendant, present
Lindsey Antee, Plaintiff, present

Michael Van, Attorney, not present
Pro Se

JOURNAL ENTRIES

- MOTION: PLAINTIFF'S MOTION AND NOTICE OF MOTION FOR ORDERS FOR TEMPORARY SPOUSAL SUPPORT AND/OR/EXCLUSIVE POSSESSION... CASE MANAGEMENT CONFERENCE...OPPOSITION: DEFENDANT'S OPPOSITION TO PLAINTIFF'S REQUEST AND COUNTERMOTION FOR ATTORNEY'S FEES

Attorney Garrett Chase, Bar No. 14498, appeared on behalf of Defendant.

Upon the matter being called, the Court noted papers and pleadings on file. Attorney Chase advised the court as to an exhibit not being attached to the motion. Defendant provided the court with a copy of the exhibits.

Plaintiff advised the court the court as to the agreement she had with Defendants. Plaintiff stated she gave Defendant \$98,000.00 as a down payment on the marital residence. Plaintiff stated she had a signed agreement with Defendant as to the down payment on the martial residence. Plaintiff further stated she filed for divorce after finding out her name was not on the home. Plaintiff further stated she would like to be reimbursed for the wedding ring she purchased for Defendant in the amount of \$4,670.00 and that she would like for Defendant to stop coming by her house and slandering her name.

PRINT DATE:	06/04/2020	Page 1 of 18	Minutes Date:	October 19, 2018
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The Court inquired as to Defendant receiving \$98,000.00 as the down payment on the marital residence. Upon inquiry, Defendant confirmed receiving \$98,000.00 from Plaintiff.

The Court noted concerns as to an evidentiary hearing being set and the marital residence being sold.

Attorney Chase advised the court as to issues at hand. Counsel requested Plaintiff be required to pay the mortgage associated with the marital residence.

Plaintiff further expressed concerns as to being awarded spousal support.

THE COURT ORDERED,

Plaintiff shall have EXCLUSIVE POSSESSION of the MARITAL RESIDENCE.

Plaintiff shall continue to RESIDE in the MARITAL RESIDENCE.

Plaintiff shall pay the MORTGAGE associated with the MARITAL RESIDENCE.

Defendant shall provide Plaintiff with the Name of the MORTGAGE Company.

Defendant shall pay all UTILITY BILLS in his name. Upon payment being made Defendant shall present Plaintiff with a COPY of the BILLS PAID and Plaintiff shall pay reimburse Plaintiff for any UTILITY BILLS Defendant pays for PENDING the 3-26-2019 hearing.

Plaintiff shall PAY all PAST DUE UTILITY BILLS. If the PAST DUE UTILITY BILLS are not PAID, PLAINTIFF shall be FOUND IN CONTEMPT of COURT.

Hearing SET for 3-26-2019 at 1:30 pm shall STAND.

Attorney Chase shall prepare the order of the court.

INTERIM CONDITIONS:

FUTURE HEARINGS:

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

June 19, 2019

D-18-573154-D Lindsey Sharron Antee, Plaintiff
vs.
Bobby Lee Antee, Defendant.

June 19, 2019 3:00 AM Motion

HEARD BY: Hughes, Rena G.**COURTROOM:** Courtroom 04**COURT CLERK:** Tiffany Skaggs**PARTIES:**

Bobby Antee, Defendant, not present
Lindsey Antee, Plaintiff, not present

Grayson Moulton, Attorney, not present
Pro Se

JOURNAL ENTRIES

- MINUTE ORDER: NO HEARING HELD AND NO APPEARANCES

IC Decision 6/19/19

D-18-573154-D

Antee v Antee

NRCP 1 and EDCR 1.10 state that the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action. Pursuant to EDCR 2.23(c) and 5.501(b), this Court can consider a motion and issue a decision on the papers at any time without a hearing. Further, pursuant to EDCR 2.20(c), this Court can grant the requested relief if there is no opposition timely filed.

This matter came on for consideration on the Court's in chambers calendar for a review of attorney Christopher Tilman's Motion to Withdraw as Attorney of Record for Plaintiff. No opposition having been filed, the Court is hereby granting attorney Tilman's Motion.

Attorney Tilman to submit an Order to Withdraw.

Clerk's note, a copy, of today's minute order, was mailed, to the parties, at the addresses, on file.

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INTERIM CONDITIONS:

FUTURE HEARINGS:

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

February 06, 2020

D-18-573154-D Lindsey Sharron Antee, Plaintiff
vs.
Bobby Lee Antee, Defendant.

February 06, 2020 3:15 PM Minute Order

HEARD BY: Hughes, Rena G.**COURTROOM:** Courtroom 04**COURT CLERK:** Tiffany Skaggs**PARTIES:**

Bobby Antee, Defendant, not present
Lindsey Antee, Plaintiff, not present

Grayson Moulton, Attorney, not present
Pro Se

JOURNAL ENTRIES

- Minute Order
D-18-573154-D
Antee v Antee

NRCP 1 and EDCR 1.10 state that the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action. Pursuant to EDCR 2.23(c) and 5.501(b), this Court can consider a motion and issue a decision on the papers at any time without a hearing. Further, pursuant to EDCR 2.20(c), this Court can grant the requested relief if there is no opposition timely filed.

On January 17, 2020 Plaintiff filed an Offer of Judgment.

Pursuant to NRCP 68, which governs Offers of Judgment, rule NRCP 68(e) states that if an offer is not accepted within 14 days after service, it will be considered rejected by the offeree and deemed withdrawn by the offeror. Evidence of the offer is not admissible except in a proceeding to determine costs, expenses, and fees.

Therefore the Offer of Judgment filed by Plaintiff is hereby stricken. The Clerk s Office is directed to strike the filing from the record.

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Clerk's note, a copy, of today's minute order was mailed, to the parties, at the addresses, on file.

INTERIM CONDITIONS:

FUTURE HEARINGS:

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

February 07, 2020

D-18-573154-D Lindsey Sharron Antee, Plaintiff
vs.
Bobby Lee Antee, Defendant.

February 07, 2020 9:00 AM Non-Jury Trial

HEARD BY: Hughes, Rena G.

COURTROOM: Courtroom 04

COURT CLERK: Helen Green

PARTIES:

Bobby Antee, Defendant, present
Lindsey Antee, Plaintiff, present

Grayson Moulton, Attorney, present
Pro Se

JOURNAL ENTRIES

- NON-JURY TRIAL: RE: MARITAL RESIDENCE OUTSTANDING ISSUES...PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT...DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT...PLAINTIFF'S REPLY IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT

Logan Wilson, Esq., #14967, also appeared on behalf of Plaintiff.

Argument by counsel regarding Plaintiff's Motion for Summary Judgement. COURT ORDERED; the COURT FINDS there are material questions of fact precluding summary judgement.

The Court required potential witnesses to leave the Court courtroom.

Opening Statements by counsel.

Witnesses and exhibits per worksheets.

COURT ORDERED:

Matter CONTINUED TO 2/12/20 at 9:00 A.M. (Full Day)

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INTERIM CONDITIONS:

FUTURE HEARINGS:

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

February 12, 2020

D-18-573154-D Lindsey Sharron Antee, Plaintiff
vs.
Bobby Lee Antee, Defendant.

February 12, 2020 9:00 AM All Pending Motions

HEARD BY: Hughes, Rena G.

COURTROOM: Courtroom 04

COURT CLERK: Tiffany Skaggs

PARTIES:

Bobby Antee, Defendant, present
Lindsey Antee, Plaintiff, present

Grayson Moulton, Attorney, present
Pro Se

JOURNAL ENTRIES

- NON JURY TRIAL...PLTF'S MOTION FOR PARTIAL SUMMARY JUDGEMENT...DEFT'S
OPPOSITION TO PLTF'S MOTION FOR PARTIAL SUMMARY JUDGEMENT...PLTF'S REPLY IN
SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGEMENT

DAY 2

Attorney Wilson, Bar #14967, present, with Attorney Jennings.

Witness sworn and testified. See witness worksheet.

Exhibits offered and admitted. See exhibit worksheet.

Matter trailed, for break.

Matter recalled, with all previous parties present.

Testimony resumed.

Matter trailed, for lunch.

Matter recalled, with all previous parties present.

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Testimony resumed.

Based on Attorney Jennings being 25 minutes late, from returning from lunch, COURT ORDERED, Attorney Jennings shall be PERSONALLY SANCTIONED, in the amount of \$150.00; PAYABLE, to Attorney Moulton.

Testimony resumed.

Matter trailed, for break.

Matter recalled, with all previous parties present.

Testimony resumed.

CLOSING STATEMENTS.

COURT ORDERED, matter UNDER ADVISEMENT.

INTERIM CONDITIONS:

FUTURE HEARINGS:

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

May 22, 2020

D-18-573154-D Lindsey Sharron Antee, Plaintiff
vs.
Bobby Lee Antee, Defendant.

May 22, 2020 9:45 AM Minute Order

HEARD BY: Hughes, Rena G.**COURTROOM:** Chambers**COURT CLERK:** Tiffany Skaggs**PARTIES:**

Bobby Antee, Defendant, not present
Lindsey Antee, Plaintiff, not present

Grayson Moulton, Attorney, not present
Pro Se

JOURNAL ENTRIES

- This matter was taken under advisement just prior to the COVID pandemic. The Court apologizes to the parties for the time it has taken to disseminate this decision. The Court's access to files and exhibits has been extremely limited over the last several weeks. To expedite the decision, the Court is entering a journal entry in a format that is not required to be implemented in the final Decree of Divorce. This format is informal and for the ease of the parties' interpretation of the information. This matter came on for a non-jury Trial on the disposition of property and dissolution of marriage. Plaintiff, Lindsey Antee, was present and represented by Jared Jennings, Esq. Defendant, Bobby Antee, was present and represented by Grayson Moulton, Esq.

This is a short term marriage. The parties were married on November 25, 2017 in Las Vegas, Nevada. The parties do not have any minor children and Wife is not pregnant.

On June 26, 2018 Wife filed a Complaint for Divorce. In September of 2018 Wife filed a Motion for Spousal Support. At the motion hearing on October 19, 2018, the Court granted Wife exclusive possession of the marital residence, ordered Wife to pay the mortgage associated with the marital residence, Husband to provide Wife with the name of the mortgage company, Husband shall pay all utility bills in his name, upon payment being made Husband shall present Wife with a copy of the bills paid and Wife shall reimburse Husband (bills were in Husband's name), Wife shall pay all past due utility bills, and an Evidentiary Hearing was scheduled.

On December 20, 2018 Wife filed a Complaint for Separate Maintenance in a separate action, case number D-18-581756-S. In January of 2019, Husband filed a Motion to Dismiss or in the Alternative

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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

Motion to Consolidate. At the motion hearing on February 13, 2019, the parties stipulated to grant Husband's request to dismiss Wife's Complaint for Separate Maintenance. The Court further denied attorney's fees and ordered the Trial in D-18-573154-D to remain as scheduled.

On January 8, 2020 Wife filed a Motion for Partial Summary Judgment. The Court granted Wife's request for an Order Shortening Time and the Wife's Motion was heard concurrently with the February 7, 2020 Trial.

At the February 7, 2020 Trial, the Court found there were material questions of fact precluding summary judgment.

On February 12, 2020, the Court held day two of the Trial and testimony resumed. The Court took the matter under advisement.

Most of the issues in dispute stemmed from the purchase of a marital home. Shortly after the parties married, they decided to purchase a residence. Wife did not have a good credit rating and could not qualify for a mortgage. Husband had a better credit rating, but little cash on hand, and some debts. Wife had cash on hand from her foundation.

TRIAL ISSUES:

1. Wife claimed Husband committed marital waste by paying the balance on his pre-marriage student loan of \$8,374.03 with funds she provided.

Disposition:

The parties entered into an agreement whereby Wife would receive funds from the equity of the marital residence in repayment for her separate property contribution.

Wife did not meet her burden of proof on the marital waste claim under Putterman. See, Putterman v. Putterman, 113 Nev. 606, 939 P.2d 1047 (1997).

Wife presented no evidence of compelling reasons such as hiding, wasting, misappropriating or using funds for Husband's personal gain. The student loans were required to be paid by the lender to purchase a community property asset.

Almost all marriages involve some disproportion in contribution or consumption of community property. Such retrospective considerations are not and should not be relevant to community property allocation and do not present compelling reasons for an unequal disposition; whereas, hiding or wasting of community assets or misappropriating community assets for personal gain may indeed provide compelling reasons for unequal disposition of community property.

Putterman, 113 Nev. 606, 609, 939 P.2d 1047, 1049-50.

FINDINGS OF FACT:

The Court finds Wife claims she had no knowledge that Husband would need to pay the balance of his student loans in order to qualify for the mortgage to purchase the marital residence. Wife's testimony in this regard was not credible.

The Court finds Husband knew a month before the closing he would have to pay his student loans off to close. He discussed this with Wife. They both knew the lender required his student loans, as well as other debts, to be paid in order to close the purchase of the marital residence. Husband ended up paying his student loans before closing, which caused the lender to require an explanation into why he was conducting the transaction ahead of time, rather than at closing.

The Court finds both parties were frustrated with the lender's requirements throughout the qualification and closing process because they did not understand why the lender was requiring

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explanations of their numerous financial transactions.

The Court finds the lender required Husband to pay off the student loan in order to close on the purchase. The parties agreed Wife would be repaid an amount certain in exchange for contributing her separate property funds toward the purchase, which included paying off Husband's debts as required by the lender. For example, Husband had to pay off his car loan (the car had negative equity of \$4,060); pay off his student loans, and; other debts.

TRIAL ISSUES CONTINUED:

2. Wife claimed she did not gift funds to the community of her sole and separate property when she executed gift letters for purposes of Husband qualifying for a mortgage to purchase the marital residence.

Disposition:

Wife did not intend to gift funds to the community when she executed the gift letters.

FINDINGS OF FACT:

The Court finds that Husband and Wife agreed Wife would provide all funds for the down payment, escrow deposit, and to pay off certain pre-marriage debts Husband owed. Wife's sole and separate property funds were exclusively used for the down payment, escrow deposit, Husband's auto loan payoff, and student loan pay off. All funds are traceable to Wife's separate property.

The Court finds Wife did not intend the gift letters required by the mortgage lender to have the legal effect of a gift. The sole purpose for the gift letters was to help Husband qualify for a mortgage to purchase the marital residence.

The Court finds Wife's credit prevented her from qualifying for a mortgage, thus she was not included in the credit application.

The Court finds Wife evidenced her intent to not gift the funds to Husband more than once.

The Court finds that prior to the closing, Wife indicated it was not her intent to gift the funds when she attempted to cancel the purchase, even though she was not a party to the contract.

The Court finds at the closing, Wife required Husband to sign a letter agreement acknowledging the funds were not a gift before she would wire the funds to close the purchase. See, Exhibit 6, bates 108-110.

The Court finds Wife drafted and signed the letter agreement on the date of closing, January 17, 2018.

The letter agreement stated in pertinent part:

Lindsey Antee and Bobby Dee Antee are in agreement to the following with regards to:

If Divorce Takes Place \$75,000 is Returned to Lindsey Antee And The Remaining Equity Will Be Split 50/50

I am aware of the community property law and upon divorce the property will be sold and \$75,000 will be returned to Lindsey prior to our 50/50 split.

The Court finds Wife sent the letter agreement, Exhibit 6, to Husband while he waited at the title company to finalize the purchase transaction. The parties had not discussed the terms of the agreement prior to Wife drafting and sending it to Husband.

The Court finds Wife's handwritten signature appears on Exhibit 6.

The Court finds there was another letter agreement, evidenced at Exhibit H, bates 337-339. Wife claims she never saw this version of the agreement, except through discovery in the litigation. Wife's signature does not appear on Exhibit H, and Husband's signature does not appear on Exhibit 6.

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The Court finds Wife s testimony that she did not see the second letter agreement, Exhibit H, until discovery is not credible. Wife sent a text message to Husband asking him if he was going to sign the updated agreement. It is clear Wife knew of two agreements, but it is unclear from the letter agreements which was first and which was second in time. Even so, Wife had knowledge of two letter agreements because she attached the one from Exhibit H to her Complaint for Separate Maintenance.

The Court finds the letter agreements have a different format but the operative terms only differ slightly. Exhibit H states in pertinent part:

Lindsey Antee and Bobby Dee Antee are in agreement to the following with regards to:
If Divorce Takes Place \$75,000 is Returned to Lindsey Antee And The Remaining Equity Will Be Split 50/50.

The Court finds the operative terms in common are that Wife will receive \$75,000, and the remaining equity will be divided 50/50. The only operative term not in common is that the home will be sold. The Court finds Wife s Complaint for Divorce filed 06/26/2018 alleged the Marital Residence should be awarded to her, and that Husband should repay a loan to Wife of \$75,000.

The Court finds the common term the parties agreed to is that Wife would receive \$75,000 from the equity of the home and the remaining equity would be divided 50/50. There was a meeting of the minds by the parties and they entered into a contract for this term. Wife is thus entitled to \$75,000 from the equity of the marital residence. The parties will divide the remaining equity 50/50.

The Court finds Wife communicated to Husband she would not wire the funds to close the sale if he did not sign a letter agreement, agreeing she would receive \$75,000 from the equity before an equal division, should the parties divorce.

The Court finds that at trial, Wife claimed she did not know she was wiring funds to close the sale. The Court finds Wife s testimony not credible. Wife was at the title company with Husband, then left to go to the bank and wire the funds. A wire transfer form is required to be completed at the bank, which Wife did.

The Court finds that in 2017, Wife added Husband s name to her bank accounts, but then closed the accounts and opened a new account in her name only. It was from this account Wife wired the funds to finalize the marital home purchase.

The Court finds that prior to wiring the funds, Wife sent a text message to Husband that she was sending the money, that she would sign a quitclaim deed, and go to heaven to be with [her son]. Yet at trial, Wife maintains she did not wire the funds.

The Court finds Wife asked for a divorce the same day she drafted and signed the letter agreement, and wired funds to the title company to close the transaction. Wife also claims she was shocked a couple of days after she wired the funds to find the funds were actually withdrawn from her bank account. It is difficult to find Wife s testimony credible, and this Court does not.

The Court finds the gift letters at EXHIBIT 18, Bates 486 487 were for: \$3,000 for the escrow deposit; \$4,060 to pay off Husband s car loan, and; \$65,000 towards the purchase price.

TRIAL ISSUES CONTINUED:

3. Wife claims Husband misappropriated \$26,100 of her separate property funds for either his use, or the community s use, and that she is entitled to reimbursement.

Disposition:

Wife did not meet her burden of proof that when she co-mingled her separate property funds, she

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did not intend a gift to the community.

Wife did not meet her burden of proof that Husband misappropriated Wife s separate property funds for his own use and benefit.

The managing spouse must keep the community and separate property segregated. See *Todkill v Todkill*, 88 Nev. 231, 495 P.2d 629 (1972). If community and separate property becomes intermingled, it is the managing spouse s burden to prove the separate nature of the property so claimed. See *Lucini v Lucini*, 97 Nev. 214, 626 P.2d 270 (1981).

FINDINGS OF FACT:

Prior to the parties marriage on November 25, 2017, Wife gave Husband substantial amounts of cash to deposit into his bank account to draw interest. Husband deposited a total of \$26,100 in cash from Wife into his savings account. Husband established the savings account prior to marriage and had funds in the account of approximately \$13,084 in his Goldman Sachs savings account before he made the deposits. See, Exhibit K.

In September and October 2017, Husband had his wages automatically deposited to the Goldman Sachs savings account. Thereafter, Husband had his wages deposited into One Nevada checking or Bank of America.

Transfers were then made to his Bank of America checking account to pay expenses as needed. On 11/17/2017 Husband deposited \$15,000 of Wife s separate funds into his separate Bank of America savings account. On 11/21/2017 the funds were transferred to Husband s Goldman Sachs savings account. The Goldman Sachs account was accessible only on-line, so Husband first deposited them into his Bank of America account, then moved them to the Goldman Sachs account.

Husband similarly deposited Wife s separate funds (\$10,900 and \$3,000) to his One Nevada account, then transferred them to his Goldman Sachs savings account. See, Exhibit 18.

Separate property placed into joint tenancy is presumed to be a gift of a half interest to the other party, unless the presumption is overcome by clear and convincing evidence. The opinion of either spouse is of no weight; the party who wishes to overcome the presumption must do so by presenting substantial evidence of conduct, expressions or intent at the time of taking or during the holding of the property. See *Schmanski v Schmanski*, 115 Nev. 247, 984 P.2d 752 (1999); *Graham v. Graham*, 104 Nev. 473, 760 P.2d 772 (1988)

Wife did not meet her burden of proof in this regard.

Wife agreed to co-mingle her funds with Husband s funds already in the account, and to use the combined funds for their use and benefit. It was the parties intent to co-mingle these funds as joint savings, to be maintained as a community asset.

The parties used Husband s American Express card for multiple purchases and entertainment expenses. Husband then paid his credit card from the co-mingled funds. Husband did not commit waste or misappropriate the funds for his own benefit. The charges to his credit card were community in nature.

NRS 123.170, either spouse may, without the consent of the other spouse, convey, charge, encumber or otherwise in any manner dispose of his or her separate property. All property of a spouse owned by him or her prior to marriage is his or her separate property. NRS 123.130.

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TRIAL ISSUES CONTINUED:

4. Fraud:

a. Wife claims Husband committed fraud in placing the marital home in his name alone at the time of purchase.

Disposition:

Wife did not meet her burden of proof of fraud by clear and convincing evidence. To demonstrate fraud, Wife must demonstrate that Husband made a false representation or misrepresentations as to a past or existing fact; with knowledge or belief by Husband that representation is false or that Husband lacked a sufficient basis of information to make the representation; Husband intended to induce Wife to act in reliance on the representation; justifiable reliance upon the representation by Wife; causation and damages to Wife as a result of relying on misrepresentation; and all must be proved by clear and convincing evidence and be led with specificity. See J.A. Jones Constr. Co. v. Lehrer McGovern Bovis, Inc., 120 Nev. 277, 290 91, 89 P.3d 1009, 1018 (2004).

FINDINGS OF FACT:

Husband did not commit fraud upon Wife when he purchased the marital home in his name alone. The Grant, Bargain and Sale deed Wife signed at the closing transaction was required by lender in order to vest title in Husband s name. Wife claims she did not sign the deed, but her testimony is not credible. Wife signed the deed before a notary. Wife has since sued the notary and the realtor who sold the parties the home. See, Exhibit Q the Grant, Bargain and Sale Deed.

It was the parties intent to vest title in both names after the transaction closed, because, as between these parties, the marital home would be a community asset. Husband never intended to exclude Wife from ownership in the home. He always considered it their home.

The title was never changed, because by the time the transaction closed, serious marital discord existed in large part due to the Wife s distrust over how the transaction was conducted, although there was nothing illicit or fraudulent that occurred in the transaction. The terms of the transaction were not dictated by Husband, but by the lender and title company. Still Wife placed blame on Husband and the realtor.

Husband made no material misrepresentations to Wife to obtain her signature on the deed. The lender required the deed in order to keep title to the property clear and avoid any community property or spousal claim of interest. However, as between the parties, they agreed it was community property. The single fact of Husband not executing a deed to convey a community property interest to Wife was not fraud. Husband always acknowledged Wife owned an equal interest in the home. Unfortunately, marital discord resulted at the same time the purchase was occurring, so title never transferred. Still, Wife s interest remains a community property, equal interest (with the exception of the contracted separate property interest of \$75,000 to be reimbursed to Wife).

TRIAL ISSUES CONTINUED:

5. \$1,300 garnished from parties 2017 joint federal tax return to pay Husband s past-due child support obligation.

Disposition and Findings of Fact:

Wife did not agree to pay Husband s pre-marital child support obligation from the community funds they were to receive through a tax refund. Husband owes Wife reimbursement for one-half of the funds taken.

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TRIAL ISSUES CONTINUED:

6. Wife s medical expenses incurred due to Husband removing her from insurance;

Disposition and Findings of Fact:

Wife provided insufficient evidence at trial of these expenses, so this claim must be denied for failure to meet her burden of proof.

TRIAL ISSUES CONTINUED:

7. Damages Husband caused to Wife s personal property when he removed his items from storage;

Wife provided insufficient evidence at trial of these expenses, so this claim must be denied for failure to meet her burden of proof.

TRIAL ISSUES CONTINUED:

8. Damages Husband caused to Marital Residence when he re-painted.

Disposition:

Wife provided insufficient evidence at trial of these expenses, so this claim must be denied for failure to meet her burden of proof.

9. Both parties requested attorney s fees and costs from the other.

Disposition and findings of fact:

Each party may file a Motion for Attorney s Fees and Costs within 30 days of this decision and the Court will determine the matter on the papers, in chambers.

The marital residence shall be listed for sale with a realtor selected according to this process: Wife shall select 3 names of realtors within 10 days and provide them to Husband; Husband shall have 10 days to select one realtor from the list. The parties shall sign a listing agreement with the realtor within 10 days of selection. Both parties must approve of any contract to sell. The Court will maintain jurisdiction over all matters regarding property to settle disputes.

Wife shall continue to have exclusive possession of the marital residence and shall be solely responsible for the mortgage, HOA, utilities and expenses associated with the marital residence.

From escrow at the time of sale, Wife shall receive from the net sale proceeds the contracted amount of \$75,000.00, then the remaining equity shall be disbursed from escrow 50/50.

TRIAL ISSUES CONTINUED:

10. Pre-marital debts:

A. Wife incurred a fee to break her lease agreement for an apartment she rented prior to marriage.

Wife shall be solely responsible for this obligation for breaking her lease agreement. This is a sole and separate debt.

B. Wife under-reported her income which resulted in an IRS tax obligation for Wife in 2017. Wife shall be solely responsible for this obligation. This is a sole and separate debt.

11. Personal property:

A. An A/B list shall be drafted by Husband, within 10 days. Wife shall have 10 days to choose A or B, as a division of the parties personal property acquired during the marriage.

12. Sole and Separate personal property:

A. Each party shall retain his and her personal property acquired prior to marriage.

All property of a spouse owned by him or her prior to marriage is his or her separate property. NRS 123.130.

13. Reimbursement Husband requested:

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A. Husband requested reimbursement from Wife for mortgage payments, HOA fees, and trash fees Husband paid for the marital residence while Wife lived there exclusively. Wife shall be solely responsible for the expenses for the marital residence while she lived there exclusively. At the October 19, 2018, the Court granted Wife exclusive possession of the marital residence and ordered Plaintiff to pay the mortgage and all utilities (current). Husband was ordered to pay any past-due utilities. Wife shall reimburse Husband all mortgage payments, HOA fees, and utilities he paid after October 2018. Husband shall be reimbursed from Wife s share of the equity proceeds of sale of the marital residence (after her \$75,000).

14. Husband requested reimbursement from Wife for charges to his Bank of America card for her non-profit Aiden s Army. Wife did not spend these funds for the community, but made a contribution to her separate property foundation, for which she should reimburse Husband. Husband shall be reimbursed in the same manner as in #1 above.

Consequently, Wife s Motion for Summary Judgment is denied as there were material questions of fact at issue.

The parties are restored to the status of single, unmarried persons. Wife may have her former name restored to her.

Neither party is entitled to receive, nor shall receive, alimony from the other. Neither party put on evidence of financial need, nor requested alimony.

Counsel for Plaintiff shall prepare a final Decree of Divorce with findings of fact and conclusions of law consistent with this journal entry. A status hearing in chambers is set for June 24, 2020 for submission of the final Decree.

Clerk's note, a copy, of today's minute order was emailed, to counsel, at the e-mail addresses, on file.

INTERIM CONDITIONS:

FUTURE HEARINGS:

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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

EXHIBIT(S) LIST

Case No.: D-18-573154-D

Trial Date and Time: February 7, 2020 @ 9:00 a.m.

Dept. No.: J

Judge: Rena G. Hughes, District Court Judge

Plaintiff:

Lindsey Sharron Antee

Counsel for Plaintiff: Jared B. Jennings, Esq.

vs.

Defendant:

Counsel for Defendant: Grayson J. Moulton, Esq.

Bobby Dee Antee

PLAINTIFF'S EXHIBITS

Exhibit Number	Bate Stamp #	Exhibit Description	Admitted
✓ 1.	PLTF0001-PLTF0004	Complaint for Divorce.	2/7/20 STIP ✓
✓ 2.	PLTF0005-PLTF0011	Defendant's Answer and Counterclaim	11 11
✓ 3.	PLTF0012-PLTF0015	Plaintiff's Reply to Counterclaim	11 11
✓ 4.	PLTF0016-PLTF0023	Plaintiff's General Financial Disclosure Form	11 11
✓ 5.	PLTF0024-PLTF0034	Defendant's General Financial Disclosure Form	11 11
✓ 6.	✓ 6 A PLTF 0248 - PLTF 302 - 2/12/20 ✓ 6 D PLTF 0157 2/12/20 PLTF 0108 - PLTF 0110	Complaint for Separate Maintenance and Exhibits	2/7/20 STP ✓
✓ 7.	PLTF0336-PLTF0339	E-mail Correspondence and Letter of Agreement	2/7/20 STP ✓
✓ 8.	PLTF0340-PLTF0341	Lindsey Licari Resume	2/7/20 STP ✓
✓ 9.	PLTF0342-PLTF0351	E-mail and Text Message Correspondence Between Plaintiff and Defendant	2/7/20 STP ✓
✓ 10.	PLTF0352-PLTF0358	Closing Disclosure of 9564 Scorpion Track Court	2/7/20 STP ✓
✓ 11.	PLTF0359-PLTF0370	May 31, 2018 Through July 31, 2019 Republic Services Invoices and Notices of Intent to Lien	2/7/20 STP ✓
✓ 12.	PLTF0371-PLTF0415	Plaintiff's Updated General Financial Disclosure Form	2/7/20 STP ✓
✓ 13.	PLTF0416-PLTF0448	Ayden's Army of Angels, Inc. 2017 Tax Information and Profit and Loss Statement	2/7/20 STP ✓
✓ 14.	PLTF0449-PLTF0481	Ayden's Army of Angels, Inc. 2018 Tax Information and Profit and Loss Statement	2/7/20 STP ✓
✓ 15.	PLTF0482	Plaintiff's Automobile Finance Statement	2/7/20 STP ✓
✓ 16.	PLTF0483	Plaintiff's August 2019 Mortgage Payment	2/7/20 STP ✓
✗	PLTF0484	Dignity Health Medical Billings	
✓ 18.	PLTF0485- PLTF0512	Additional Chase Bank Statements	2/7/20 STP ✓

EXHIBIT ✓ 6 A BATE PLTF 302 248 - 302 2/12/20 X
 ✓ 6 B BATE PLTF 0114 ADMIT
 ✓ 6 C BATE PLTF 0123 1
 ✓ 6 D BATE " 0157 2/12/20 X
 ✓ 6 E BATE " 0079 2/12/20 X

OFFERED OR FEB 12 2020 X X

ANTEE, LINDSEY v. ANTEE, BOBBY

CASE NO. D-18-573154-D

Dept No.: J

DEFENDANT'S TRIAL EXHIBITS

Ex.	Description	Stipulated	Objection	Admitted
✓A	Plaintiff Lindsey Antee's Financial Disclosure Form from September 2018	2/7/20	STP	2/7/20
✓B	Plaintiff Lindsey Antee's Financial Disclosure Form from September 2019			
✓C	Ayden's Army of Angels, Inc.'s Tax Return for 2018			
✓D	Ayden's Army of Angels, Inc.'s Profit & Loss Statement for 2018			
✓E	Lindsey Licari's Form 1099-MISC for 2018			
✓F	Ayden's Army of Angels, Inc.'s Tax Return for 2017			
✓G	Ayden's Army of Angels, Inc.'s Profit & Loss Statement for 2017			
✓H	Letter of Agreement, drafted by Lindsey Antee			
✓I	Chase Bank Statements for Saving Account Ending in 5778 for November – December 2017			
✓J	Bank of America Statements for Checking and Savings Accounts ending in 8698 and 1099 for October – December 2017			
✓K	Goldman Sachs Savings Account Statements ending in 8760 for September – December 2017			

✓L	American Express Premier Rewards Gold Card Statements from November 2017 – February 2018	2/7/20	STP	2/7/20
✓M	PayPal Credit Statements from November 2017 – February 2018			
✓N	Three (3) Gift Letters, dated December 20, 2017, January 1, 2017 and January 17, 2018			
✓O	Note for Mortgage on 9564 Scorpion Track Court			
✓P	Residential Purchase Agreement for 9564 Scorpion Track Court			
✓Q	Grant, Bargain, and Sale Deed for 9564 Scorpion Track Court			
✓R	Closing Disclosure for 9564 Scorpion Track Court			
✓S	Wells Fargo Home Mortgage Customer Account Activity Statement from October 31, 2018 through October 31, 2019			
✓T	Crescent Valley Association Statements of Account			
✓U	Crescent Valley Association Payments			
✓V	Republic Services Statements from December 2018, June 2019 and July 2019			
✓W	OneNevada Credit Union Statements from May 2019 and July 2019			
✓X	Letter from Internal Revenue Service, dated October 15, 2019			
✓Y	Carmax Vehicle Purchase Agreement	↓	↓	↓

9TIP

OBJ

ADMIT

✓Z	Statement from Bank of America showing purchase by Ayden's Army of Angels, Inc.	2-7/20	STP	2/7/20
✓AA	Uniform Residential Loan Application dated December 13, 2017			
✓BB	Uniform Residential Loan Application dated January 17, 2018			
✓CC	Plaintiff's Responses to Defendant's First Request for Production of Documents			
✓DD	Defendant Bobby Antee's Financial Disclosure Form from October 2018			
✓EE	Defendant Bobby Antee's Financial Disclosure Form from October 2019			
✓FF	Wells Fargo Home Mortgage Statements from July 2018 through October 2018			
✓GG	Text Messages Between Plaintiff + Linda Nau on 6/26			
✓HH	NATIONAL TITLE CO.			2/12/2020
✓II	INCIDENT REPORT DATED 12/3/18			2/12/2020
✓JJ	TEXT			2/12/2020
✓KK	TEXT			2/12/2020



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE
NOTICE OF DEFICIENCY
ON APPEAL TO NEVADA SUPREME COURT

LINDSEY SHARRON ANTEE
9564 SCORPION TRACK CT.
LAS VEGAS, NV 89178

DATE: June 4, 2020
CASE: D-18-573154-D

RE CASE: LINDSEY SHARRON ANTEE vs. BOBBY LEE ANTEE aka BOBBY DEE ANTEE

NOTICE OF APPEAL FILED: June 2, 2020 (5:01 pm)

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS NOT TRANSMITTED HAVE BEEN MARKED:

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
 - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)**
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
 - NRAP 7: Bond For Costs On Appeal in Civil Cases
- ☐ Case Appeal Statement
 - NRAP 3 (a)(1), Form 2
- ☒ Order
- ☒ Notice of Entry of Order

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. The district court clerk shall apprise appellant of the deficiencies in writing, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (g) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.

*****Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.***

Certification of Copy

State of Nevada }
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; CASE APPEAL STATEMENT; REQUEST FOR TRANSCRIPTS OF PROCEEDINGS; DISTRICT COURT DOCKET ENTRIES; FAMILY COURT COVER SHEET; FAMILY COURT COVER SHEET; FAMILY COURT COVER SHEET; DISTRICT COURT MINUTES; EXHIBITS LIST; NOTICE OF DEFICIENCY

LINDSEY SHARRON ANTEE,

Plaintiff(s),

vs.

BOBBY LEE ANTEE
aka BOBBY DEE ANTEE,

Defendant(s),

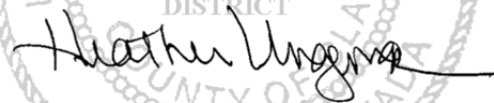
Case No: D-18-573154-D

Dept No: J

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 4 day of June 2020.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk