

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2
3 ROCHELLE MEZZANO,

4 Appellant,

5 vs.

6 JOHN TOWNLEY,

7 Respondent.

No.: 81379

Electronically Filed
Jul 14 2020 05:00 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

**MOTION TO STAY / FOR AN
INJUNCTION**

8 Appellant, by and through her counsel, F. Peter James, Esq., hereby moves
9 this Honorable Court to stay the lower court proceedings pending resolution of
10 this appeal / issue an injunction to hold the proceedings in the district court as if
11 the motion to set aside the default decree were granted.

12 Dated this 14th day of July, 2020

13 /s/ *F. Peter James*

14 _____
LAW OFFICES OF F. PETER JAMES

F. Peter James, Esq.

15 Nevada Bar No. 10091

3821 W. Charleston Blvd., Suite 250

16 Las Vegas, Nevada 89102

702-256-0087

17 Counsel for Appellant

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POINTS AND AUTHORITIES

The present appeal is from the denial of a Motion to Set Aside a default decree of divorce. Service of process in this matter was defective as the process server Husband (Respondent) hired served a contractor working at the marital residence, not Wife (Appellant). (*See* Summons and Affidavit of Service attached hereto as Exhibit 1). There was no further attempts at service of process. Husband subsequently obtained a default decree of divorce.

Wife timely moved the district court to set aside the default decree; however, the district court denied this request. This appeal and Motion to Stay followed. Wife is requesting that the Court stay the provisions of the decree (as if the request to set aside were granted) pending resolution of the appeal.

Relief may be granted via a motion. *See* NRAP 27(a)(1). Stays should generally be filed in the district court before filing in the Supreme Court. *See* NRAP 8(a)(1). If filing in the district court first is impracticable, then the motion may be filed first in the Supreme Court. *See* NRAP 8(a)(2).

The standard for obtaining a stay (with no child custody issues) is as follows:

1. Whether the object of the appeal will be defeated if the stay or injunction is denied;
2. Whether Appellant will suffer irreparable harm if the stay or injunction is denied;

1 3. Whether Respondent will suffer irreparable harm if the stay or
2 injunction is granted; and

3 4. Whether Appellant is likely to prevail on the merits in the appeal.

4 *See* NRAP 8(c).

5 Here, the motion is being filed first in the Supreme Court as it is
6 impracticable to file in the district court. Husband is liquidating assets and real
7 property is changing hands. (*See* Orders attached hereto as Exhibit 2). Wife
8 needs relief immediately, not in many weeks, which is how long it will take the
9 matter to be adjudicated (if the district court rules on the matter expeditiously).

10 Moreover, it is an exercise in futility to file the motion with the district
11 court as the district court denied a meritorious motion to set aside. In denying
12 the motion to set aside, the district court ignored mandatory authority (which will
13 be discussed herein). As such, Appellant asserts that it is proper to file the motion
14 to stay in the Supreme Court in lieu of in the district court.

15 **Whether the object of the appeal will be defeated if the stay or injunction is**
16 **denied**

17 As stated, the division of assets and debts has been made on default, and
18 Husband is transferring assets with the explicit approval of the district court. (*See*
19 Exhibit 2). The property is the object of the appeal in this case. The parties had
20 no children, so the divorce was purely financial. Wife also asserts that the

1 division of assets and debts is far from equal, which further adds to the object of
2 the appeal being defeated if the stay / injunction is not issued. The object of the
3 appeal will be defeated if the stay / injunction is not issued.

4 The district court also failed to divide many assets, including real property.
5 As the district court is likely without jurisdiction to entertain a motion to
6 adjudicate non-adjudicated assets under NRS 125.150(3) due to this appeal, those
7 assets might also be lost.¹ This Court issuing a stay / injunction would prevent
8 such a loss.

9 Accordingly, the object of the appeal will be lost if the stay / injunction is
10 not granted.

11 **Whether Appellant will suffer irreparable harm if the stay or injunction is**
12 **denied**

13 The arguments as to the object of the appeal being defeated apply herein.
14 Real property is also at issue. (See Decree of Divorce, attached as Exhibit 3). A
15 loss of real property results in irreparable harm. *See Dixon v. Thatcher*, 13 Nev.
16 414, 416, 742 P.2d 1029, 1030 (1987). Further, Wife contends this is an alimony
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19 ¹ Wife is filing a motion in the district court under NRS 125.150(3) out of
20 an abundance of caution.

1 case; however, alimony was not awarded. Wife will also suffer irreparable harm
2 by not being awarded alimony.

3 **Whether Respondent will suffer irreparable harm if the stay or injunction**
4 **is granted**

5 Husband will not suffer irreparable harm if the stay / injunction is granted.
6 Husband pushed through a decree of divorce when the district court had no
7 jurisdiction due to improper service of process. Husband is enjoying an
8 improperly divided community. Husband also possesses significant assets that
9 were not even addressed in the decree. The only harm Husband will suffer if the
10 stay / injunction is granted is the loss of the windfall / unjust enrichment he is
11 currently enjoying.

12 **Whether Appellant is likely to prevail on the merits in the appeal**

13 Though it is far from the normal situation, the facts of this case support
14 Wife prevailing on appeal. The issue is quite simple. Wife was never properly
15 served. It is undisputed that the process server served a contractor at the marital
16 residence / posted the documents at the marital residence. (See Exhibit 1).

17 NRCP 4.2 provides that service upon an individual must be made by
18 personal service to the party, serving the documents upon a person who resides
19 with the party (who is also of suitable age and discretion), or by serving an
20 authorized agent. None of these happened. The affidavit of service explicitly

1 provides that Wife was not personally served. (*See* Exhibit 1). It is undisputed
2 and axiomatic that a contractor does not reside where s/he works. There is
3 nothing to suggest that the contractor was an agent of Wife who was authorized
4 to accept service of process. This subsection of an authorized agent is normally
5 for registered agents or attorneys to accept service on behalf of clients. “Where
6 the evidence that the person served was not authorized by the defendant to receive
7 service of process is uncontradicted, as in this case, such denial of authority must
8 be taken by the court as true, for the purpose of applying NRCP 4(d)(6).”² *Foster*
9 *v. Lewis*, 78 Nev. 330, 333, 372 P.2d 679, 680 (1962) (citations omitted).

10 The process server also stated that the documents were posted on the front
11 door. (*See* Exhibit 1). Nevada law does not permit personal service of an
12 individual by posting them on a door. The “plaintiff has the burden of proof to
13 demonstrate that the procedure employed to deliver the papers satisfies the
14 requirements of the relevant portions of Rule 4.” *See Mann v. Castiel*, 681 F.3d
15 368, 372 (D.C. Cir. 2012)³ (internal quotations omitted), citing 4A C. WRIGHT &

17
18 ² The then-existing NRCP 4(d)(6) is the present NRCP 4.2(a).

19 ³ “Federal cases interpreting the Federal Rules of Civil Procedure are **strong**
20 **persuasive authority**, because the Nevada Rules of Civil Procedure are based in
large part upon their federal counterparts.” *Executive Management, Ltd. v. Tigor*

1 A. MILLER, FEDERAL PRACTICE AND PROCEDURE § 1083 (3d. ed. 2002 & Supp.
2 2012).

3 “A judgment that is entered prior to the time when the defendant is validly
4 served with process is void, unless the defendant has entered his appearance.”
5 *Thorne v. Com. of Pa.*, 77 F.R.D. 396, 398 (E.D. Penn. 1977). “A default
6 judgment entered when there has been no proper service of the complaint is, *a*
7 *fortiori*, void, and should be set aside.” *Gold Kist, Inc. v. Laurinburg Oil Co.,*
8 *Inc.*, 756 F.2d 14, 19 (3rd Cir. 1985). The time limitation to set aside a void
9 decree is two years, not six months. *See Deal v. Baines*, 110 Nev. 509, 512-13,
10 874 P.2d 775, 777-78 (1984). A defendant’s obligation to respond to a complaint
11 arises only upon service of the summons and complaint. *See Judd v. F.C.C.*, 276
12 F.R.D. 1, 5 (D.C. 2011).

13 Nevada only has jurisdiction of a party when there is personal service or a
14 legally-provided substitute—notice is not a substitute for service of process. *See*
15 *C.H.A. Venture v. G.C. Wallace Consulting Engineers, Inc.*, 106 Nev. 381, 384,
16 794 P.2d 707, 709 (1990). Improper service of process (even if the person to be
17 served actually receives the document served) is ineffectual and is not service of
18

19 *Title Ins. Co.*, 118 Nev. 46, 53, 38 P.3d 872, 876 (2002) (internal quotations and
20 citation omitted) (emphasis added).

1 process; thus, the document served improperly is deemed not served at all. *See*
2 *Quinlan v. Camden USA, Inc.*, 126 Nev. 311, 236 P.3d 613 (2010) (citing many
3 federal rules and cases).

4 So, Wife was never properly served. Nevada law unquestionably provides
5 that improper service equals no service at all. *See Quinlan*, 126 Nev. at 311, 236
6 P.3d at 613. The district court never had jurisdiction over Wife. *See C.H.A.*
7 *Venture*, 106 Nev. at 384, 794 P.2d at 709. It was a clear abuse of discretion for
8 the district court to deny the motion to set aside. The facts of this case are
9 undisputed as Wife is using the affidavit of the process server Husband hired in
10 support of her arguments. This is akin to the summary judgment standard that
11 the facts must be viewed the way the opposing side presents them.

12 Accordingly, Wife asserts that she has an extremely good chance of
13 prevailing on appeal.

14 CONCLUSION

15 Wife is requesting that the Court stay the proceedings in the lower court /
16 issue an injunction to have the lower court hold the case as if the motion to set
17 aside were granted. This will protect the assets during the pendency of the appeal.

18 As stated, the object of the appeal will be lost and Wife will suffer
19 irreparable harm if the stay / injunction is not granted. Further, Husband will not
20

1 suffer irreparable harm if the stay / injunction is granted. Husband will only lose
2 the windfall / unjust enrichment he is currently enjoying.

3 Moreover, Wife has an extremely high chance of prevailing on appeal.
4 Wife was never properly served. The facts of how the process server improperly
5 served Wife are detailed in the process server's own affidavit—and Husband
6 hired the process server. The facts of the service of process are not in dispute.
7 The district court never had jurisdiction to enter any orders due to the improper
8 service. Improper service is no service at all under Nevada law.

9 Accordingly, the Court should issue the stay / injunction and direct the
10 district court to hold the case as if the motion to set aside were granted until the
11 appeal is resolved.

12 Dated this 14th day of July, 2020

13 /s/ *F. Peter James*

14

LAW OFFICES OF F. PETER JAMES
15 F. Peter James, Esq.
16 Nevada Bar No. 10091
3821 W. Charleston Blvd., Suite 250
17 Las Vegas, Nevada 89102
702-256-0087
Counsel for Appellant

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1 **CERTIFICATE OF SERVICE**

2 The following are listed on the Master Service List and are served via the
3 Court's electronic filing and service system (eFlex):

4 Gary Silverman, Esq.
5 Michael Kattelman, Esq.
6 Alexander Morey, Esq.

7 I certify that on this 14th day of July, 2020, I caused the above and
8 foregoing document to be served by placing same to be deposited for mailing in
9 the United States Mail, in a sealed envelope upon which first class postage was
10 prepaid in Las Vegas, Nevada to the attorney(s) / party(ies) listed below at the
11 address(es) indicated below:

12 Benjamin Albers, Esq.
13 Kenton Karrasch, Esq.
14 John Springgate, Esq.
15 500 Damonte Ranch Parkway, Suite 675
16 Reno, Nevada 89521
17 Co-Counsel for Respondent

18 Margaret Crowley, Esq.
19 121 Washington Street
20 Reno, Nevada 89503
Settlement Judge

By: /s/ *F. Peter James*

An employee of the Law Offices of F. Peter James, Esq., PLLC

EXHIBIT 1

Code: 4085

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

John Townley
Plaintiff / Petitioner / Joint Petitioner,

Case No. DV19-01564

vs.

Rockelle Mezzano, et al.
Defendant / Respondent / Joint Petitioner.

Dept. No. 13

SUMMONS

TO THE DEFENDANT: YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND IN WRITING WITHIN 21 DAYS. READ THE INFORMATION BELOW VERY CAREFULLY.

A civil complaint or petition has been filed by the plaintiff(s) against you for the relief as set forth in that document (see complaint or petition). When service is by publication, add a brief statement of the object of the action.

The object of this action is: DIVORCE

1. If you intend to defend this lawsuit, you must do the following within 21 days after service of this summons, exclusive of the day of service:
 - a. File with the Clerk of the Court, whose address is shown below, **a formal written answer** to the complaint or petition, along with the appropriate filing fees, in accordance with the rules of the Court, and;
 - b. Serve a copy of your answer upon the attorney or plaintiff(s) whose name and address is shown below.
2. Unless you respond, a default will be entered upon application of the plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the complaint or petition.

Dated this 2nd day of October, 2019.

Issued on behalf of Plaintiff(s):

Alexander Morey
Name: Silverman • Kattelman • Springgate, Chtd.
Address: 500 Damonte Ranch Parkway, Suite 675
Reno, Nevada 89521

Phone Number: 775-322-3223

Email: _____

JACQUELINE BRYANT
CLERK OF THE COURT

By: [Signature]
Deputy Clerk

Second Judicial District Court

75 Court Street

Reno, Nevada 89501

1 STATE OF NEVADA }

2 } ss.

AFFIDAVIT OF SERVICE

3 COUNTY OF WASHOE }

4
5 I, Ashleigh Snover, being duly sworn says: That at all times herein affiant was and is a citizen of the
6 United States, over 18 years of age, not a party to or interest in the proceeding in which this
7 affidavit is made. That affiant received 1 copy(ies) of the **Summons, Complaint for Divorce,**
8 **Order of Recusal, Order of Recusal and Random Reassignment, Case Assignment Notification**
9 **x3, Motion to Seal File and Make Trial Private, Preemptory Challenge of Judge, and Request for**
10 **Submission**, received on the 3rd day of October, 2019, and served the same on the 4th
11 day of October, 2019, by: Ashleigh Snover

12 1. Delivering and leaving a copy posted on the Defendant's, (Rochelle Mezzano) Front
13 Door at (state address) 735 Aesop Court Reno, Nevada 89512 Served with: **Summons,**
14 **Complaint for Divorce, Order of Recusal, Order of Recusal and Random Reassignment, Case**
15 **Assignment Notification x3, Motion to Seal File and Make Trial Private, Preemptory Challenge**
16 **of Judge, and Request for Submission,.**

17 - On the 4th Day of October, 2019, I arrived at 735 Aesop Court and as I approached
18 the front door, an older white male came out. He stated that he was not sure if Rochelle was
19 home and that he was hired to do work on the house. He then yelled Rochelle's name through
20 the house and she replied "Yes?" When the male stated she had a "Young lady here to see
21 you," Rochelle stated that she was not taking visitors and to text her. He then told her, "She
22 has something she needs to give you." We did not say what it was or who I was and
23 Rochelle's Response was "No thank you, I don't want it." She did not come to the door at all
24 so I did not personally see her but her responding to the contractor proved that she did reside
25 there. So at 11:37 AM I posted the serve on her front door and departed the property.
26
27
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31 Suscribed and Sworn Before me

32 This 7 Day of April, 2019



Signature of person making service

Ashleigh Snover

Grate Detections LLC P.I. # 1782

1 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
2 IN AND FOR THE COUNTY OF WASHOE

3 **AFFIRMATION**

4 **(NRS 239B.030)**

5 The undersigned does hereby affirm that the document titled:

6 **Summons**

7 X Does not contain the social security number of any person

8 _____ Contains the social security number of a person as required by:

9 _____ A specific state or federal law, to-wit: _____

10 _____ For the administration of a public program

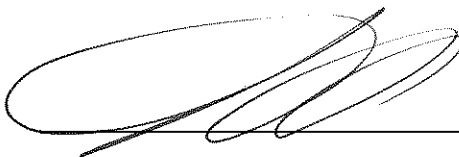
11 _____ For an application for federal or state grant

12 _____ Confidential Family Court Information Sheet

13 (NRS 125.130, NRS 125.230 and NRS 125B.055)

14 Dated this 28 day of October, 2019.

15 SILVERMAN KATTELMAN SPRINGGATE, CHTD.

16 
17 _____

1 **CERTIFICATE OF SERVICE**

2
3 Pursuant to NRCP 5 (b), I hereby certify that I am an employee of Silverman,
4 Kattelman Springgate, Chtd, and on the date set forth below, I served a true copy of the
5 foregoing Summons the party(ies) identified below by:

6 X Placing an original or true copy thereof in a sealed envelope, postage
7 prepaid for collection and mailing in the United States Mail at Reno,
8 Nevada to

9
10 _____ Hand Delivery

11 _____ Facsimile to the following numbers:

12 _____ Federal Express or other overnight delivery

13 _____ Reno Carson Messenger Service

14 _____ Certified Mail, Return receipt requested

15 _____ Electronically, using Second Judicial District Court's ECF system.

16
17 addressed to:

18 Rochelle Mezzano
19 735 Aesop Ct.
20 Reno, NV 89512

21 Dated this 28 day of October 2019.

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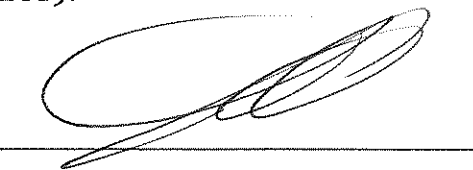


EXHIBIT 2

1 CODE:
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6 IN THE FAMILY DIVISION
7 OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
8 IN AND FOR THE COUNTY OF WASHOE
9

10 JOHN TOWNLEY,
11

12 Plaintiff,

13 vs.

14 ROCHELLE MEZZANO,
15

16 Defendant.
17
18

Case No. DV19-01564

Dept. No. 13

19
20 **ORDER REGARDING MOTION VESTING TITLE TO REAL PROPERTY IN**
21 **PLAINTIFF; IN THE ALTERNATIVE, MOTION FOR CLERK OF COURT TO**
22 **EXECUTE DEED AS ATTORNEY IN FACT**
23

24 This Court reviewed John Townley's ("Mr. Townley") *Motion Vesting Title to Real*
25 *Property in Plaintiff; in the Alternative, Motion for Clerk of Court to Execute Deed as Attorney in*
26 *Fact* ("the Motion to Vest Title"), submitted on March 30, 2020. It now finds and orders as
27 follows:
28

Findings of Fact

1. Mr. Townley initiated this case by filing a *Complaint for Divorce (no children)*
("the Complaint") on September 24, 2019. Mr. Townley filed an Affidavit of Service ("the
Affidavit") on October 28, 2019. A *Clerk's Default* was entered in this matter on November
1, 2019. Plaintiff sent Rochelle Mezzano ("Ms. Mezzano") *Notice of Intent to Take Default*
Judgment by mail on November 19, 2019. The Court entered its *Findings of Fact, Conclusions*

1 of Law and Decree of Divorce ("the Decree") on December 11, 2019. Plaintiff sent Ms.
2 Mezzano Notice of Entry of Findings of Fact, Conclusions of Law and Decree of Divorce by mail
3 on December 12, 2019.

4 2. Mr. Townley requests the Court issue an order vesting title to 145 Redstone
5 Drive, Reno, Nevada, APN 003-351-09 ("145 Redstone Drive"), in him as his sole and
6 separate property pursuant to NRCP 70(b). Alternatively, Mr. Townley requests the Court
7 direct the Clerk of Court to execute the necessary deed to vest the title. Mr. Townley
8 further requests the Court award him his reasonable attorney's fees and costs based upon
9 Ms. Mezzano's failure to sign the necessary documents. Mr. Townley claims he sent Ms.
10 Mezzano a letter concerning necessary tasks to complete the division of property on
11 December 31, 2019. Mr. Townley states the only correspondence he has received in return
12 was a letter from Ms. Mezzano's current counsel stating he would move to set aside the
13 Decree shortly (a motion was not filed until two months later). Mr. Townley argues that
14 Ms. Mezzano was properly served, and the Court may enter an order requiring
15 conveyance of the property. Mr. Townley notes that Paragraph 10 of the Default Decree
16 requires each Party execute all documents necessary to effectuate the division of assets.
17 He argues Ms. Mezzano has no valid objection to executing the document. Mr. Townley
18 also argues he is entitled to an award of attorney's fees pursuant to NRCP 70 and
19 Paragraph 10 of the Decree.

20 3. Ms. Mezzano filed her *Consolidated Oppositions to Motions* on March 3, 2020
21 ("the Consolidated Opposition"). She argues all Mr. Townley's requests should be stayed
22 pending resolution of her motion to set aside the Default Decree. As the Court denied her
23 motion, the request for a stay is denied as moot. The Court has addressed Ms. Mezzano's
24 arguments regarding alleged insufficient service of process in its separate Order.¹ She
25 argues that neither Paragraph 10 of the Default Decree nor NRCP 70 has an attorney's fee
26 provision.

27 ///

28 ¹ The Court notes that Ms. Mezzano appears to admit she was home at the time of service but refused to come to the door because "it could have been a solicitor or pollster." Combined Opposition at p. 5.

Conclusions of Law

1. Pursuant to NRCP 70:

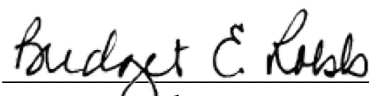
(a) Party's Failure to Act; Ordering Another to Act. If a judgment requires a party to convey land, to deliver a deed or other document, or to perform any other specific act and the party fails to comply within the time specified, the court may order the act to be done--at the disobedient party's expense--by another person appointed by the court. When done, the act has the same effect as if done by the party.

(b) Vesting Title. If the real or personal property is within this state, the court--instead of ordering a conveyance--may enter a judgment divesting any party's title and vesting it in others. That judgment has the effect of a legally executed conveyance.

2. Here, Ms. Mezzano's only argument is the Decree should be set aside. As noted above, the Court already denied that relief. The Court finds that the Decree awards Mr. Townley 145 Redstone Drive as his sole and separate property. The Decree further requires the Parties execute all necessary documents to effectuate the division of property. The Court finds Ms. Mezzano was required to sign the quitclaim deed within ten (10) business days, unless she provided a written objection within that time period. Pursuant to NRCP 70(a), the Court may order the act be done "at the disobedient party's expense." Because Ms. Mezzano arguably "objected" to signing the deed based on her motion to set aside Default Decree, the Court does not award fees at this time. **Ms. Mezzano shall sign the quitclaim deed for 145 Redstone Drive within ten (10) days of the date of this Order. If Ms. Mezzano fails to comply, then the Court will appoint the Clerk of Court to sign on behalf of Ms. Mezzano and award Mr. Townley his reasonable attorney's fees and costs incurred in obtaining the signature.**

IT IS SO ORDERED.

Dated: May 27th, 2020.



District Judge

DV19-01564

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6 IN THE FAMILY DIVISION
7 OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
8 IN AND FOR THE COUNTY OF WASHOE
9

10 JOHN TOWNLEY,
11

12 Plaintiff,

13 vs.

14 ROCHELLE MEZZANO,
15

16 Defendant.
17

Case No. DV19-01564

Dept. No. 13

18 **ORDER REGARDING MOTION FOR ORDER DIRECTING DELIVERY OF**
19 **FUNDS DUE DEFENDANT PURSUANT TO DIVORCE AND PAPERS AND**
20 **THINGS RELATING TO DEFENDANT'S PROPERTY TO LAST KNOWN**
21 **RESIDENCE**

22 This Court reviewed John Townley's ("Mr. Townley") *Motion for Order Directing*
23 *Delivery of Funds Due Defendant Pursuant to Divorce and Papers and Things Relating to*
24 *Defendant's Property to Last Known Residence* ("the Motion"), submitted on March 30, 2020.
25 It now finds and orders as follows:

26 **Findings of Fact**

27 1. Mr. Townley initiated this case by filing a *Complaint for Divorce (no children)*
28 ("the Complaint") on September 24, 2019. Mr. Townley filed an Affidavit of Service ("the Affidavit") on October 28, 2019. A *Clerk's Default* was entered in this matter on November 1, 2019. Plaintiff sent Rochelle Mezzano ("Ms. Mezzano") *Notice of Intent to Take Default Judgment* by mail on November 19, 2019. The Court entered its *Findings of Fact, Conclusions*

1 of Law and Decree of Divorce ("the Decree") on December 11, 2019. Plaintiff sent Ms.
2 Mezzano Notice of Entry of Findings of Fact, Conclusions of Law and Decree of Divorce by mail
3 on December 12, 2019.

4 2. Mr. Townley requests the Court issue an order because Ms. Mezzano will not
5 retrieve certain funds or items awarded to her in the Decree. Mr. Townley states that he is
6 holding the money due Ms. Mezzano as part of her share of the Parties' estate. Mr.
7 Townley claims he had a cashier's check and a box of documents at his counsel's office,
8 but she failed to pick up the items. Therefore, Mr. Townley states he redeposited the
9 funds and paid the mortgage on Ms. Mezzano's property. He asserts Ms. Mezzano has not
10 proposed a means to transfer the remainder of those funds or the documents and other
11 things. Mr. Townley argues he should not be responsible for maintaining the funds due
12 Ms. Mezzano. He suggests the Court order the items sent to Ms. Mezzano's last known
13 residence.

14 3. Ms. Mezzano filed her *Consolidated Oppositions to Motions* on March 3, 2020
15 ("the Consolidated Opposition"). She argues all Mr. Townley's requests should be stayed
16 pending resolution of her motion to set aside the Default Decree. As the Court denied her
17 motion, her request for a stay is now denied as moot. The Court has addressed Ms.
18 Mezzano's arguments regarding alleged insufficient service of process in its separate
19 Order.¹ Regarding the merits of the Motion, Ms. Mezzano proposes Mr. Townley drop off
20 items at her brother-in-law's house, have his girlfriend drop it by, or mail any documents
21 to her counsel.

22 4. Mr. Townley replies and argues that Ms. Mezzano's sister and brother in law
23 are not couriers and her suggestion that his girlfriend drop off documents is unreasonable.
24 Mr. Townley argues Ms. Mezzano's failure to retrieve her documents or send written
25 instructions shows an intent to delay the proceedings.

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28 ¹ The Court notes that Ms. Mezzano appears to admit she was home at the time of service but refused to come to the door because "it could have been a solicitor or pollster." Combined Opposition at p. 5.

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6 IN THE FAMILY DIVISION
7 OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
8 IN AND FOR THE COUNTY OF WASHOE
9

10 JOHN TOWNLEY,
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12 Plaintiff,

13 vs.

14 ROCHELLE MEZZANO,
15

16 Defendant.
17

Case No. DV19-01564

Dept. No. 13

18 **ORDER GRANTING MOTION FOR ORDER REQUIRING DEFENDANT TO**
19 **REMOVE PLAINTIFF'S LIABILITY ON MORTGAGE ASSIGNED TO HER IN**
20 **DECREE OF DIVORCE AND MOTION REQUIRING SALE OF REAL**
21 **PROPERTY TO PROTECT PLAINTIFF FROM LIABILITY IF DEFENDANT**
22 **DEFAULTS IN PAYMENT OF THE MORTGAGE**

23 This Court reviewed John Townley's ("Mr. Townley") *Motion for Order to Remove*
24 *Plaintiff's Liability on Mortgage Assigned to Her in Decree of Divorce and Motion Requiring Sale*
25 *of Real Property to Protect Plaintiff from Liability if Defendant Defaults in Payment of Mortgage*
26 ("the Motion"), submitted on March 30, 2020. It now finds and orders as follows:

27 **Findings of Fact**

28 1. Mr. Townley initiated this case by filing a *Complaint for Divorce (no children)*
("the Complaint") on September 24, 2019. Mr. Townley filed an Affidavit of Service ("the
Affidavit") on October 28, 2019. A *Clerk's Default* was entered in this matter on November
1, 2019. Plaintiff sent Rochelle Mezzano ("Ms. Mezzano") *Notice of Intent to Take Default*

1 Judgment by mail on November 19, 2019. The Court entered its *Findings of Fact, Conclusions*
2 *of Law and Decree of Divorce* (“the Default Decree”) on December 11, 2019. Plaintiff sent Ms.
3 Mezzano *Notice of Entry of Findings of Fact, Conclusions of Law and Decree of Divorce* by mail
4 on December 12, 2019.

5 2. Mr. Townley requests the Court require Ms. Mezzano remove his liability on
6 the mortgage associated with the real property at 735 Aesop Court, Reno, Nevada (“735
7 Aesop Court”) within 180 days of the Court’s order because she has failed to pay the
8 mortgage. He alleges Ms. Mezzano lives at 735 Aesop Court and has been remodeling the
9 property. Mr. Townley argues Ms. Mezzano has failed to indemnify, defend, and hold
10 him harmless from the liability associated with the property. Mr. Townley claims he has
11 been paying the mortgage to protect his credit. He argues the Court should set a deadline
12 for her to refinance in order to hold him harmless.

13 3. Ms. Mezzano filed her *Consolidated Oppositions to Motions* on March 3, 2020
14 (“the Consolidated Opposition”). She argues all Mr. Townley’s requests should be stayed
15 pending resolution of her motion to set aside the Default Decree. As the Court denied her
16 motion, the request for a stay is denied as moot. The Court has addressed Ms. Mezzano’s
17 arguments regarding alleged insufficient service of process in its separate Order.¹
18 Regarding 735 Aesop Court, Ms. Mezzano argues that refinancing is not an option because
19 “Plaintiff took the lion share of marital assets, and Defendant is not Employed.” Ms.
20 Mezzano further claims Mr. Townley did not pay certain office costs resulting in two
21 agents leaving her employ. Ms. Mezzano argues that Mr. Townley kept assets from her
22 that could have been used to pay the mortgage on 735 Aesop Court. Ms. Mezzano asserts
23 she has never stated an intention not to pay the mortgage. Moreover, Ms. Mezzano argues
24 that the Decree does not have a provision requiring she remove his name from the
25 mortgage or to force a sale of the home.

26 4. Mr. Townley replies and argues that Ms. Mezzano’s financial disclosure
27 form, filed on March 22, 2020, discloses she possesses \$80,000 in cash and therefore was

28 ¹ The Court notes that Ms. Mezzano appears to admit she was home at the time of service but refused to
come to the door because “it could have been a solicitor or pollster.” Combined Opposition at p. 5.

1 able to pay her mortgage. Instead, Ms. Mezzano demanded he pay the mortgage. Mr.
2 Townley argues Ms. Mezzano's behavior was unreasonable and forced him to protect his
3 credit.

4 Conclusions of Law

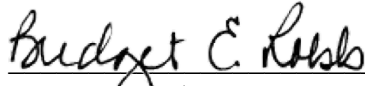
5 1. Courts have the power "[t]o compel obedience to its lawful judgments,
6 orders and process, and to the lawful orders of its judge out of court in an action or
7 proceeding pending therein." NRS 1.210(3).

8 2. Here, Ms. Mezzano claims her alleged refusal to pay the mortgage is simply
9 "chatter." However, Ms. Mezzano fails to dispute she has not been paying the mortgage.
10 If both Parties remain liable on the mortgage, then these issues will drag on for an
11 indeterminate amount of time. Ms. Mezzano took the property subject to the debt and
12 therefore Mr. Townley should not have to continue to monitor the asset and protect his
13 credit. The Court finds 180 days is a reasonable timeframe for Ms. Mezzano to refinance
14 735 Aesop Court and that this refinance is a necessary matter involved with enforcing the
15 asset division in this case.

16 3. Based on the above reasoning, Mr. Townley's Motion is **GRANTED**. Ms.
17 **Mezzano shall have 180 days to remove Mr. Townley's liability on the mortgage**
18 **associated with 735 Aesop Court.**

19 **IT IS SO ORDERED.**

20 Dated: May 27th, 2020.

21
22 
23 District Judge

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25
26
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28 Case No. DV19-01564

1 CODE:
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4 IN THE FAMILY DIVISION
5 OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
6 IN AND FOR THE COUNTY OF WASHOE
7

8 JOHN TOWNLEY,
9

10 Plaintiff,

11 vs.

12 ROCHELLE MEZZANO,
13

14 Defendant.
15

Case No. DV19-01564

Dept. No. 13

16 **ORDER REGARDING MOTION TO JOIN IRREVOCABLE TRUST TO**
17 **FACILITATE DISTRIBUTION OF COMMUNITY PROPERTY POST-**
18 **DIVORCE AND ORDER DIRECTING DISTRIBUTION OF ASSETS FROM**
19 **TRUSTS**

20 This Court reviewed John Townley's ("Mr. Townley") *Motion to Join Irrevocable*
21 *Trust to Facilitate Distribution of Community Property Post-Divorce and Order Directing*
22 *Distribution of Assets from Trusts*, submitted on March 30, 2020. It now finds and orders as
23 follows:
24

25 **Findings of Fact**

26 1. Mr. Townley initiated this case by filing a *Complaint for Divorce (no children)*
27 ("the Complaint") on September 24, 2019. Mr. Townley filed an Affidavit of Service ("the
28 Affidavit") on October 28, 2019. A *Clerk's Default* was entered in this matter on November
1, 2019. Plaintiff sent Rochelle Mezzano ("Ms. Mezzano") *Notice of Intent to Take Default*
Judgment by mail on November 19, 2019. The Court entered its *Findings of Fact, Conclusions*
of Law and Decree of Divorce ("the Decree") on December 11, 2019. Plaintiff sent Ms.

1 Mezzano Notice of Entry of Findings of Fact, Conclusions of Law and Decree of Divorce by mail
2 on December 12, 2019.

3 2. Mr. Townley requests the Court enter an order directing the distribution of
4 assets and vehicles from the trust to each party according to the Decree. Mr. Townley
5 states that he and Ms. Mazzano are the grantors and primary beneficiaries of the Southern
6 Illinois Wetlands Preservation Trust (“the Trust”). Mr. Townley and Silva Moya (“Ms.
7 Moya”) are the current trustees, and the trust is irrevocable. Mr. Townley states the Trust
8 holds title to vehicles used by the Parties. Mr. Townley argues that, although the Trust was
9 not joined as a party, the Parties were awarded beneficial interests in the Trust assets and
10 Trust. Since entry of the Decree, Mr. Townley claims Ms. Mezzano has demanded
11 payment from the Trust for her expenses. He notes the Decree awarded him all beneficial
12 interests in the Trust, except for certain vehicles awarded to Ms. Mezzano. Mr. Townley
13 argues joining the Trust as a party pursuant to NRCP 19(a) is necessary for the Court to
14 direct distribution of the assets. He further argues joinder was not necessary prior to entry
15 of the Decree because the Parties were simply awarded beneficial interests in the Trust.

16 3. Ms. Mezzano filed her *Consolidated Oppositions to Motions* on March 3, 2020
17 (“the Consolidated Opposition”). She argues all Mr. Townley’s requests should be stayed
18 pending resolution of her motion to set aside the Default Decree. As the Court denied her
19 motion, the request for a stay is denied as moot. The Court has addressed Ms. Mezzano’s
20 arguments regarding alleged insufficient service of process in its separate Order.¹ Ms.
21 Mezzano argues the Trust should have been joined in the initial divorce. Therefore, the
22 judgment is void as to any award of trust property. Ms. Mezzano asserts the Trust must
23 be added to an amended complaint, joined as a separate entity, be served and file an
24 answer.

25 4. Mr. Townley replies and argues the Trust should be joined to avoid litigation
26 from Ms. Mezzano upon distribution of the Trust assets. Mr. Townley argues the Trust
27 can already distribute the assets to him. He notes that Ms. Mezzano fails to address that

28 ¹ The Court notes that Ms. Mezzano appears to admit she was home at the time of service but refused to
come to the door because “it could have been a solicitor or pollster.” Combined Opposition at p. 5.

1 the Decree awarded the Parties “beneficial interests” in trust assets, which are subject to
2 division upon divorce.

3 Conclusions of Law

4 1. Pursuant to NRCP 19(a):

5 (1) *Required Party*. A person who is subject to service of
6 process and whose joinder will not deprive the court of
subject-matter jurisdiction must be joined as a party if:

7 (A) in that person's absence, the court cannot accord
8 complete relief among existing parties; or

9 (B) that person claims an interest relating to the subject of
the action and is so situated that disposing of the action in
10 the person's absence may:

11 (i) as a practical matter impair or impede the person's ability
to protect the interest; or

12 (ii) leave an existing party subject to a substantial risk of
incurring double, multiple, or otherwise inconsistent
13 obligations because of the interest.

14 (2) *Joinder by Court Order*. If a person has not been joined as
required, the court must order that the person be made a
15 party. A person who refuses to join as a plaintiff may be
made either a defendant or, in a proper case, an involuntary
16 plaintiff.

17 2. In *Gladys Baker Olsen Family Tr. By & Through Olsen v. Eighth Judicial Dist.*
18 *Court In & For Cty. of Clark*, 110 Nev. 548, 554, 874 P.2d 778, 782 (1994), an ex-wife sought to
19 satisfy her judgment against her ex-husband by executing upon a trust created by a third-
20 party after their divorce. The court held the district court’s order was void because it
21 could not issue “any orders affecting the rights of the Trust until it [was] properly joined
22 as a party.”² *Id.* at 554, 782. The Court in *Guerin v. Guerin*, 114 Nev. 127, 132–33, 953 P.2d
23

24
25 ² The district court “(1) ordered the removal of Gladys as trustee from her own trust; (2) rejected the
26 successor trustee which Gladys had selected; (3) ordered the law firm of Edwards & Kolesar, Chtd., (counsel)
27 to select a new trustee; (4) declared the spendthrift provision in the Trust agreement void as against public
28 policy; (5) ordered counsel to redraft the trust agreement in a manner which eliminated all spendthrift
provisions to Al; (6) declared Gladys in breach of her fiduciary duties for allowing the Trust to purchase the
condo and for lending Al money to purchase the 1993 Grand Marquis; (7) invalidated the Trust's promissory
note and security interest in the 1993 Grand Marquis; (8) froze all the assets of the Trust so that they could
not be sold; and (9) transferred title to the condo and 1993 Grand Marquis to Betty.”

1 716, 720 (1998), abrogated on other grounds by *Pengilly v. Rancho Santa Fe Homeowners*
2 *Ass'n*, 116 Nev. 646, 5 P.3d 569 (2000), discussed the holding in *Olsen* and clarified that
3 because the trust in that case was not a party, the district court's order was void "insofar as
4 it affects the rights of the Hill Family Trust."

5 3. Here, the Decree awarded Mr. Townley vehicles and a toy hauler "and/or
6 the parties' beneficial interest in the vehicle via the Southern Illinois Wetlands
7 Preservation Trust such that upon distribution of the vehicle from the trust all right, title,
8 and interest shall be owned by Husband;" and "[t]he parties' beneficial interest in the
9 Southern Illinois Wetlands Preservation Trust except the interest in the 2001 Corvette
10 assigned to Wife." The Decree awarded Ms. Mezzano the "2001 Chevy Corvette and/or
11 the parties' beneficial interest in the vehicle via the Southern Illinois Wetlands
12 Preservation Trust such that upon distribution of the vehicle from the trust all right, title,
13 and interest shall be owned by Wife."

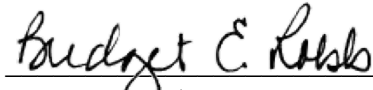
14 4. The Court finds that the Decree did not adversely affect the rights of the
15 Trust. Rather, the Decree awards the beneficial interest in the trust and certain assets of
16 the trust. The Decree did not require distribution of trust assets, but instead awarded the
17 interest in trust assets upon distribution. Unlike *Olson*, the Trust was created prior to the
18 Parties' divorce. Ms. Mezzano does not dispute the Parties' beneficial interests in the Trust
19 is community property. Therefore, this Court had subject matter jurisdiction to divide this
20 community interest. See *Klabacka v. Nelson*, 133 Nev. 164, 170, 394 P.3d 940, 946 (2017)
21 ("[W]e conclude that the family court had subject-matter jurisdiction over all claims
22 brought in the Nelsons' divorce, including those relating to property held within the [self-
23 settled spendthrift trusts]."); see also *Lauricella v. Lauricella*, 409 Mass. 211, 216-17, 565
24 N.E.2d 436, 439 (1991) ("We conclude that the husband's beneficial interest in the trust
25 property is subject to equitable division under § 34.")

26 5. The Decree provides the Parties' beneficial interests—except for the
27 Corvette—were awarded to Mr. Townley. The Decree did not modify the terms of the
28 Trust and therefore the Court may enforce its orders. However, Mr. Townley now seeks to

1 enforce the Decree by directing the Trust to distribute assets. In order to exercise such
2 jurisdiction, the Trust must be joined as a party. Accordingly, Mr. Townley's Motion is
3 GRANTED. The Court finds the Trust is a necessary party and must be joined to enforce
4 the terms of the Decree.

5 **IT IS SO ORDERED.**

6 Dated: May 29, 2020.

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District Judge

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14 Case No. DV19-01564
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EXHIBIT 3

Code:

Gary R. Silverman (NSB# 409) Michael V. Kattelman (NSB#6703)

John P. Springgate (NSB# 1350) Alexander C. Morey (NSB#11216)

Kenton Karrasch (NSB#13515) Benjamin Albers (NSB#11895)

Silverman Kattelman Springgate, Chtd.

500 Damonte Ranch Parkway, Suite 675

Reno, Nevada 89521

Telephone: 775/322-3223

Facsimile: 775/322-3649

Attorney for John Townley

IN THE FAMILY DIVISION

OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

JOHN TOWNLEY,

Plaintiff

Case No. DV19-01564

vs.

Dept. 13

ROCHELLE MEZZANO and

DOES I through XX,

to include Doe individuals,

corporations, limited liability companies,

partnerships, trusts, limited partnerships,

and such other individuals or entities

as may exist or be formed

Defendants.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE OF DIVORCE

The Court having considered the verified Complaint of Plaintiff, John Townley, praying for a Decree of Divorce, Plaintiff's Affidavit, the Affidavit of Plaintiff's resident witness; the Default of the Defendant being duly entered; the Defendant having been given the notice of intent to take default judgment as required by law; and the Court being satisfied that the requirements of the law have been met; the Court hereby finds and concludes as follows:

FINDINGS OF FACT

1. **RESIDENCY.** The Plaintiff is now and for more than six (6) weeks immediately preceding the commencement of this action has been an actual and bona

1 fide resident of the State of Nevada and has been actually and physically present and
2 domiciled in said State during all of said time with the intention to make the State of
3 Nevada her residence and domicile for an indefinite period of time.

4 2. DATE AND PLACE OF MARRIAGE. Plaintiff and Defendant married in
5 the City of Reno, County of Washoe, State of Nevada in the year 2000. Plaintiff recalls
6 the ceremony being conducted in the summer or fall of that year. Plaintiff recalls the
7 parties obtained a marriage license and participated in a ceremony with a person
8 authorized to conduct marriages and completed a marriage certificate which they
9 intended to but never filed after their honeymoon. Plaintiff and Defendant now are
10 husband and wife.

11 3. There are no children, the issue of this marriage and Defendant, Rochelle
12 Mezzano, is not pregnant.

13 4. PROPERTY AND DEBTS. The community property and liabilities of the
14 parties are listed on Exhibits "1" and "2". The property and debts listed on Exhibit "1"
15 should be awarded to Plaintiff as his sole and separate property. The property and debts
16 listed on Exhibit "2" hereto should be awarded to Defendant, Rochelle Mezzano, as her
17 sole and separate property. The division of property and debts creates, to the extent
18 practicable, an equal division of the assets and debts of the community estate.

19 5. SPOUSAL SUPPORT. No spousal support is awarded to either party. The
20 Court terminates jurisdiction over spousal support.

21 6. PROPERTY TRANSFERRED SUBJECT TO EXISTING DEBT. Unless
22 specifically set forth on the attached exhibits, all property is transferred subject to and
23 with all existing indebtedness, encumbrances and liens thereon or arising directly
24 therefrom.

25 7. PAYMENT OF DEBT. If one party pays a debt, obligation or liability of the
26 other, the party paying the debt, obligation or liability shall have the right, in his or her
27 sole and unfettered discretion, to offset the amount paid against any amounts due to the
28 other under the terms of this Decree, in lieu of enforcing any right of indemnification.

1 8. DUTY TO DEFEND AND HOLD HARMLESS. As to that liability set aside
2 to them herein, each forth shall indemnify, defend, and hold the other free and harmless
3 from said debt. If any claim, action or proceeding is brought seeking to hold the other
4 party liable on account of any debt, obligation, liability, act or omission which is the
5 responsibility of the other party, the liable party under this Decree will, at his or her sole
6 expense, defend the other against any such claim or demand and that he or she will
7 indemnify, defend and hold harmless the other party.

8 9. FILING RETURNS. The parties shall file separate federal income tax
9 returns for the calendar year, 2019. Each party shall report on his/her own personal
10 return half of the community income from January 1, 2019, through the date of the
11 divorce. The income taxes withheld, estimated payments and any other tax-related
12 payments made by either party attributable to community income, and community
13 deductions, exemptions, credits shall be allocated one-half to husband and one-half to
14 wife as the allocation of income above. Each party shall report his/her separate income
15 on his/her own income tax return and shall be entitled to the income taxes withheld,
16 estimated payments and any other tax-related payments made by him/her attributable
17 to his/her separate income, and the deductions, exemptions, credits attributable to
18 his/her separate income. The parties agree to furnish each other with all data required
19 to prepare their individual returns. Each party shall be responsible for, indemnify,
20 defend, and hold the other harmless from any liability, including penalties or interest,
21 due on that party's share of community income and that party's separate income for
22 calendar year 2019. If a party's return entitles that party to a refund, the party filing the
23 return shall receive the entire refund.

24 10. EXECUTION OF DOCUMENTS. The parties shall promptly make,
25 execute and deliver any instruments, papers, documents, deeds, agreements, contracts
26 or things as the parties shall require for the purpose of giving full effect to this Decree,
27 and to the covenants and provisions made in this Decree, including but not limited to
28 the following:

1 a. Any and all deeds, quitclaims, or assignments, or other documents
2 conveying all rights, title and interest in and to the stock, vehicles, realty and other
3 property described in the documents to be executed by the parties.

4 b. Any and all pleadings necessary for the successful prosecution of an action
5 for dissolution of this marriage.

6 c. Such other and further documents as may be necessary for the intents,
7 objectives, designs and requirements of this Decree, or other collateral, documents,
8 agreements, or contracts executed as part of this Decree.

9 If said document(s) are not executed within ten (10) business days of their
10 presentation and demand to do so, unless the party whose signature is sought provides
11 written objection within that time period, the party whose signature is sought
12 irrevocably consents and agrees the other party upon Motion made with two days' notice
13 is entitled to an order appointing the Clerk of the Court where this Decree is entered as
14 the Attorney in Fact for the non-signing party to execute such document(s).

15 11. ATTORNEY'S FEES AND COSTS. Each party should bear their own
16 attorney's fees and costs.

17 12. FORMER NAME. Defendant did not change her name upon marriage.

18 13. GROUNDS FOR DIVORCE. The Plaintiff and Defendant have conflicts in
19 personalities and dispositions so deep as to be irreconcilable, which render it impossible
20 for the parties to continue a normal marital relationship with each other, and as a result,
21 incompatibility exists of such a character as to destroy the legitimate objects of
22 matrimony and to render it impossible for Plaintiff and Defendant to live together as
23 husband and wife and to make a reconciliation between the parties impossible.

24 CONCLUSIONS OF LAW

25 From the foregoing facts, the Court makes its Conclusions of Law as follows:

26 1. The Court has jurisdiction over the subject matter herein and the parties
27 hereto and that Plaintiff is entitled to an absolute and final decree of divorce from
28 Defendant on the ground of incompatibility.

1 **DECREE OF DIVORCE**

2 It is, therefore, hereby ordered, adjudged and decreed as follows:

3 1. **DECREE OF DIVORCE.** The Plaintiff is hereby granted a Decree of
4 Divorce, final and absolute in form and effect, from the bonds of matrimony now and
5 heretofore existing between Plaintiff and Defendant, and the parties are restored to the
6 status of unmarried persons.

7 2. **COMMUNITY PROPERTY AND DEBTS.** The property and debts listed on
8 Exhibit "1" are awarded to Plaintiff as his sole and separate property. The property and
9 debts listed on Exhibit "2" hereto are awarded to Defendant, Rochelle Mezzano, as her
10 sole and separate property.

11 3. **SEPARATE PROPERTY AND DEBTS.** The separate property and debts of
12 each party are confirmed to each party.

13 4. **ATTORNEY'S FEES AND COSTS.** Each party shall bear his or her own
14 attorney's fees and costs.

15 5. **SPOUSAL SUPPORT.** The Court terminates jurisdiction over spousal
16 support.

17 6. **PROPERTY TRANSFERRED SUBJECT TO EXISTING DEBT.** Unless
18 specifically set forth on the attached exhibits, all property is transferred subject to and
19 with all existing indebtedness, encumbrances and liens thereon or arising directly
20 therefrom.

21 7. **PAYMENT OF DEBT.** If one party pays a debt, obligation or liability of the
22 other, the party paying the debt, obligation or liability shall have the right, in his or her
23 sole and unfettered discretion, to offset the amount paid against any amounts due to the
24 other under the terms of this Decree, in lieu of enforcing any right of indemnification.

25 8. **DUTY TO DEFEND AND HOLD HARMLESS.** As to that liability set aside
26 to them herein, the parties shall indemnify, defend, and hold the other free and
27 harmless from said debt. If any claim, action or proceeding is brought seeking to hold
28 the other party liable on account of any debt, obligation, liability, act or omission which

1 is the responsibility of the other party, the liable party under this Decree will, at his or
2 her sole expense, defend the other against any such claim or demand and that he or she
3 will indemnify, defend and hold harmless the other party.

4 9. FILING RETURNS. The parties shall file separate federal income tax
5 returns for the calendar year, 2019. Each party shall report on his/her own personal
6 return half of the community income from January 1, 2019, through the date of the
7 divorce. The income taxes withheld, estimated payments and any other tax-related
8 payments made by either party attributable to community income, and community
9 deductions, exemptions, credits shall be allocated one-half to husband and one-half to
10 wife as the allocation of income above. Each party shall report his/her separate income
11 on his/her own income tax return and shall be entitled to the income taxes withheld,
12 estimated payments and any other tax-related payments made by him/her attributable
13 to his/her separate income, and the deductions, exemptions, credits attributable to
14 his/her separate income. The parties agree to furnish each other with all data required
15 to prepare their individual returns. Each party shall be responsible for, indemnify,
16 defend, and hold the other harmless from any liability, including penalties or interest,
17 due on that party's share of community income and that party's separate income for
18 calendar year 2019. If a party's return entitles that party to a refund, the party filing the
19 return shall receive the entire refund.

20 10. EXECUTION OF DOCUMENTS. The parties shall promptly make,
21 execute and deliver any instruments, papers, documents, deeds, agreements, contracts
22 or things as the parties shall require for the purpose of giving full effect to this Decree,
23 and to the covenants and provisions made in this Decree, including but not limited to
24 the following:

25 a. Any and all deeds, quitclaims, or assignments, or other documents
26 conveying all rights, title and interest in and to the stock, vehicles, realty and other
27 property described in the documents to be executed by the parties.
28

1 b. Any and all pleadings necessary for the successful prosecution of an action
2 for dissolution of this marriage.

3 c. Such other and further documents as may be necessary for the intents,
4 objectives, designs and requirements of this Decree, or other collateral, documents,
5 agreements, or contracts executed as part of this Decree.

6 If said document(s) are not executed within ten (10) business days of their
7 presentation and demand to do so, unless the party whose signature is sought provides
8 written objection within that time period, the party whose signature is sought
9 irrevocably consents and agrees the other party upon Motion made with two days' notice
10 is entitled to an order appointing the Clerk of the Court where this Decree is entered as
11 the Attorney in Fact for the non-signing party to execute such document(s).

12 IT IS SO ORDERED this 11th day of December 2019.

13 *Budget E. Rapp*
14 DISTRICT JUDGE

15 Case No. DV19-01564
16 Townley v. Mezzano
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INDEX OF EXHIBITS

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CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court, and that on the 11th day of December, 2019, I deposited for mailing, first class postage pre-paid, at Reno, Nevada, a true and correct copy of the foregoing document addressed to:

**Rochelle Mezzano
735 Aesop Ct.
Reno, NV 89512**

CERTIFICATE OF ELECTRONIC SERVICE

I hereby certify that on 11th of December, 2019, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

**Alexander Morey, Esq.
(for John Townley)**

Attention

AS OF OCTOBER 18TH, 2018, Electronic Filing is **MANDATORY** for all cases, including Family Law cases.

Paper copies of orders or other documents will no longer be mailed to parties. Copies will be sent electronically.

Parties should contact the Second Judicial District Court Filing Office at **775-328-3110 ext. 7**, or visit <https://wcefex.washoecourts.com> to sign up for a free e-flex account. Parties who are unable to file electronically may file an Application for Electronic Filing and Service Exemption form.

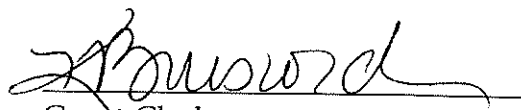

Court Clerk

EXHIBIT 1

PROPERTY TO HUSBAND, JOHN TOWNLEY

REAL PROPERTY
145 Redstone Dr., Reno NV APN 003-35-109
3120 Achilles Drive & 855 Atlas Ct., Reno NV APN 003-50-203
1532 F Street, Sparks, NV APN 031-35-215
CASH
Optum HSA x7669
Heritage accounts:
x4842, x5457, x2218
Personal account X2232
IRS money held on account
Fidelity x6512
Coins/Gold
Gold money x9416
GUOOT Trust x6982
SIWPT Trust x8359
IWDKT Trust x6974
NJWWT Trust
x8809
VEHICLES
1965 Pontiac Tempest-GTO VIN 237375P309242
2007 Ram 4x4 VIN 1DSKS28C87J536266
2001 Chevy Corvette Z VIN 1G1YY12S915113880 and/or the parties' beneficial interest in the vehicle via the Southern Illinois Wetlands Preservation Trust such that upon distribution of the vehicle from the trust all right, title, and interest shall be owned by Husband
1986 Chevy 1520 4x4 PU VIN 1GCGK24M9GF347349 and/or the parties' beneficial interest in the vehicle via the Southern Illinois Wetlands Preservation Trust such that upon distribution of the vehicle from the trust all right, title, and interest shall be owned by Husband
2006 Toy Hauler VIN 5LZBE19236S003527 and/or the parties' beneficial interest in the vehicle via the Southern Illinois Wetlands Preservation Trust such that upon distribution of the vehicle from the trust all right, title, and interest shall be owned by Husband
1997 Pace trailer VIN 4P2AB1623VUD05970
2014 RZR VIN 4XAST1EA3EF365436
2014 Polaris ATV
DEBTS
Citi-Costco account ending in X7943
Cabela's-Capitol One account ending in X1107
Wells Fargo account ending in X3206
All other debts in Mr. Townley's sole name or incurred by him for his benefit.
TRUSTS

The parties' beneficial interest in the Southern Illinois Wetlands Preservations Trust except the interest in the 2001 Corvette assigned to Wife.
The parties' beneficial interest in the New Jersey Water Way Trust
The parties' beneficial interest in the Growing Vines of Oregon Trust
The parties' beneficial interest in the Idaho Wild Donkey Rescue Trust
PERSONAL EFFECTS
Furniture and furnishings in his possession

EXHIBIT 2

PROPERTY TO WIFE, ROCHELLE MEZZANO

REAL PROPERTY
735 Aesop Ct. Reno, NV
670 Valley Road, Reno, NV
CASH
Las Vegas IRA
Fidelity IRA
Fidelity IRA
Last payment on remodel/cash on hand
Met Life Insurance Policy
NJWWT x8809
Personal checking account ending in X3083
BUSINESS INTERESTS
Seven-Star Realty including Heritage checking account ending in X6460
VEHICLES
2018 Mercedes-Benz C-Class 4 wd
2016 Ram 4x4
2008 Lexus RX350 4wd
2001 Chevy Corvette and/or the parties' beneficial interest in the vehicle via the Southern Illinois Wetlands Preservation Trust such that upon distribution of the vehicle from the trust all right, title, and interest shall be owned by Wife
DEBTS
Bank of America account number unknown
All other debts in Ms. Mezzano's sole name or incurred by her for her benefit.
PERSONAL EFFECTS
Furniture and furnishings in her possession.