

## IN THE SUPREME COURT OF THE STATE OF NEVADA

### INDICATE FULL CAPTION:

ROCHELLE MEZZANO,

Appellant,

vs.

JOHN TOWNLEY,

Respondent.

No. 81379

Electronically Filed  
Jul 21 2020 08:41 a.m.

Elizabeth A. Brown  
Clerk of Supreme Court  
**DOCKETING STATEMENT  
CIVIL APPEALS**

### GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

### WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. *See KDI Sylvan Pools v. Workman*, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.



1. Judicial District Second Department 13

County Washoe Judge Bridget Robb

District Ct. Case No. DV19-01564

**2. Attorney filing this docketing statement:**

Attorney F. Peter James Telephone 702-256-0087

Firm Law Offices of F. Peter James, Esq.

Address 3821 West Charleston Blvd., Suite 250  
Las Vegas, Nevada 89102

Client(s) Appellant, Rochelle Mezzano

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

**3. Attorney(s) representing respondents(s):**

Attorney Alexander Morey Telephone 775-322-3223

Firm Silverman Kattelman Springgate, Chtd

Address 500 Damonte Ranch Parkway, Suite 675  
Reno, Nevada 89521

Client(s) Respondent, John Townley

Attorney \_\_\_\_\_ Telephone \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

Client(s) \_\_\_\_\_

(List additional counsel on separate sheet if necessary)



**4. Nature of disposition below (check all that apply):**

- |   |  |
|---|--|
| <input type="checkbox"/> Judgment after bench trial                   | <input type="checkbox"/> Dismissal:  |
| <input type="checkbox"/> Judgment after jury verdict                  | <input type="checkbox"/> Lack of jurisdiction                                      |
| <input type="checkbox"/> Summary judgment                             | <input type="checkbox"/> Failure to state a claim                                  |
| <input checked="" type="checkbox"/> Default judgment                  | <input type="checkbox"/> Failure to prosecute                                      |
| <input checked="" type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input type="checkbox"/> Other (specify): _____                                    |
| <input type="checkbox"/> Grant/Denial of injunction                   | <input checked="" type="checkbox"/> Divorce Decree:                                |
| <input type="checkbox"/> Grant/Denial of declaratory relief           | <input checked="" type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination               | <input type="checkbox"/> Other disposition (specify): _____                        |

**5. Does this appeal raise issues concerning any of the following?**

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

**6. Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

N/A

**7. Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

Other than the district court matter at issue, none known.



**8. Nature of the action.** Briefly describe the nature of the action and the result below:

Respondent filed for divorce. Respondent hired a process server to serve Appellant. Appellant was not served properly. Respondent obtained a default and default judgment / default decree of divorce. Appellant moved the district court to set aside the default and default judgment claiming improper services is no service, which is clear Nevada law. The district court denied the request to set aside.

This appeal followed.

**9. Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

Whether the district court erred in failing to set aside a default decree of divorce where it had no jurisdiction in the first place due to improper service of process.

**10. Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

None known.



**11. Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☐ N/A

☐ Yes

☒ No

If not, explain:

**12. Other issues.** Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☒ A substantial issue of first impression

☒ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain: Appellant was not served with the Complaint / Summons. The district court entered a default decree of divorce anyway (it really should have checked for proper service, but did not). Then the district court refused to set aside the default and default decree upon a timely request to set aside the same. The district court ignored Nevada law that improper service is no service at all.



**13. Assignment to the Court of Appeals or retention in the Supreme Court.** Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

Under NRAP matter is not presumptively retained by the Supreme Court as it is a family court case that was not a 432B proceeding.

Due to the public policy considerations, the Supreme Court might want to retain the case.

**14. Trial.** If this action proceeded to trial, how many days did the trial last? 0 \_\_\_\_\_

Was it a bench or jury trial? \_\_\_\_\_

**15. Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?  
N/A



## TIMELINESS OF NOTICE OF APPEAL

**16. Date of entry of written judgment or order appealed from** May 22, 2020

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

**17. Date written notice of entry of judgment or order was served** May 26, 2020

Was service by:

☐ Delivery

☒ Mail/electronic/fax

**18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)**

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b)      Date of filing \_\_\_\_\_

☐ NRCP 52(b)      Date of filing \_\_\_\_\_

☐ NRCP 59      Date of filing \_\_\_\_\_

**NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. \_\_\_\_, 245 P.3d 1190 (2010).**

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_

(c) Date written notice of entry of order resolving tolling motion was served \_\_\_\_\_

Was service by:

☐ Delivery

☐ Mail



**19. Date notice of appeal filed** Jun 12, 2020

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If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

**20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other**

NRAP 4(a)

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**SUBSTANTIVE APPEALABILITY**

**21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

(a)

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> NRAP 3A(b)(1)                                   | <input type="checkbox"/> NRS 38.205   |
| <input type="checkbox"/> NRAP 3A(b)(2)                                   | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3)                                   | <input type="checkbox"/> NRS 703.376  |
| <input checked="" type="checkbox"/> Other (specify) <u>NRAP 3A(b)(8)</u> |                                       |
- 

(b) Explain how each authority provides a basis for appeal from the judgment or order:  
The order appealed from is a special order after final judgment. The order appealed from is a denial of a set aside.



**22. List all parties involved in the action or consolidated actions in the district court:**

(a) Parties:

Appellant, Rochelle Mezzano, who was the Defendant in the district court.

Respondent, John Townley, who was the Plaintiff in the district court.

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

N/A

**23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.**

Respondent: Divorce, division of assets / debts, denial of alimony.

Appellant: to set aside the default decree and the default

**24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?**

☒ Yes

☐ No

**25. If you answered "No" to question 24, complete the following:**

(a) Specify the claims remaining pending below:



(b) Specify the parties remaining below:

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(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☐ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☐ No

**26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):**

**27. Attach file-stamped copies of the following documents:**

- Ⓔ The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Ⓔ Any tolling motion(s) and order(s) resolving tolling motion(s)
- Ⓔ Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Ⓔ Any other order challenged on appeal
- Ⓔ Notices of entry for each attached order



## VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Rochelle Mezzano  
Name of appellant

F. Peter James  
Name of counsel of record

Jul 20, 2020  
Date

/s/ F. Peter James  
Signature of counsel of record

Clark County, Nevada  
State and county where signed

## CERTIFICATE OF SERVICE

I certify that on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, I served a copy of this completed docketing statement upon all counsel of record:

- ☐ By personally serving it upon him/her; or
- ☐ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature



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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.

vs.

Dept.

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.

**COMPLAINT FOR DIVORCE  
(no children)**

John Townley, by and through counsel, avers as follows:

1. JURISDICTION OF THE COURT. Plaintiff is a resident of the State of Nevada. For a period of more than six weeks before commencement of this action Plaintiff has resided in the State of Nevada and now resides here. During the period of residency, Plaintiff had, and still has, the intent to make Nevada Plaintiff's home, residence, and domicile for an indefinite time.

2. DOE DEFENDANTS. The true names and capacities of the Doe Defendants are unknown to Plaintiff at this time. Plaintiff is informed and believes that each of the Doe Defendants is or has been the officer, director, partner, trustee, agent, servant, employee,



1 principal or alter ego of one or more of the other Defendants, or was a person, firm or  
2 corporation which did, or participated in the acts or omissions hereinafter described; or  
3 otherwise own, hold, or have possession of property and income of the community, and  
4 at such time as their true names and capacities become known to Plaintiff, Plaintiff will  
5 seek to amend the Complaint to insert the true names and capacities of the Doe  
6 Defendants. The Doe Defendants are herewith served in all such capacities as well as  
7 individually.

8         3. OTHER DEFENDANTS. All Defendants duly named are persons and entities  
9 which continuously and systematically conduct business within the State of Nevada.  
10 Plaintiff is informed and believes that those duly named entities and individuals hold,  
11 maintain, or possess investment accounts, assets, and/or property belonging to or held in  
12 the name of Plaintiff and/or Defendant, or their community estate, which property is at  
13 issue in these dissolution of marriage proceedings. Said Defendants are joined to the  
14 present lawsuit for the purposes of effecting a complete distribution of Plaintiff=s  
15 separate and community property and interests, and for the enforcement of any financial  
16 restraining orders obtained by either Plaintiff or Defendant during these proceedings. *See*  
17 *Guerin v. Guerin*, 118 Nev. 127 (1998).

18         4. MARRIAGE. Plaintiff and Defendant married in the City of Reno, County  
19 of Washoe, State of Nevada in the year 2000. Plaintiff recalls the ceremony being  
20 conducted in the summer or fall of that year. Plaintiff recalls the parties obtained a  
21 marriage license and participated in a ceremony with a person authorized to conduct  
22 marriages and completed a marriage certificate which they intended to but never filed  
23 after their honeymoon. Plaintiff and Defendant now are husband and wife.

24         5. CHILDREN. Plaintiff and Defendant have no minor children of their  
25 relationship. To the best of Plaintiff's knowledge, Defendant is not pregnant.

26         6. COMMUNITY PROPERTY AND DEBTS. Community assets and liabilities  
27 exist and should be awarded pursuant to law. If warranted by facts which show that  
28 Defendant caused economic harm to the community estate or which show any other



1 compelling reason, (1) an unequal division of the community assets or liabilities and/or  
2 reimbursement and restitution to the community, or (2) general, special, or punitive  
3 damages should be made in Plaintiff's favor from Defendant's post-division property.

4         7.       SEPARATE PROPERTY AND DEBTS. Separate assets and liabilities exist  
5 and should be awarded pursuant to law. If warranted by facts which show that Defendant  
6 caused economic harm to Plaintiff's separate estate or which show any other compelling  
7 reason, (1) an unequal division of the community assets or liabilities and/or  
8 reimbursement or restitution from Defendant's post-division property, or (2) general,  
9 special, or punitive damages should be made in Plaintiff's favor from Defendant's post-  
10 division property.

11         8.       PENDING CASES. To the best of Plaintiff's knowledge, there are no  
12 previous or pending cases in any court between the parties or the subject matter of this  
13 dispute.

14         9.       LITIGATION FEES AND COSTS. Plaintiff has retained the firm of  
15 Silverman Kattelman Springgate, Chtd. to perform legal services in connection with this  
16 divorce and has incurred and will incur attorney's fees and costs for those services,  
17 including but not limited to this Complaint, interim motions for necessary immediate  
18 relief, discovery, preparation for court appearances, and court appearances. Defendant  
19 should be required to pay those fees and costs.

20         10.      GROUNDS FOR DIVORCE. The parties are incompatible in marriage.

21       WHEREFORE, Plaintiff prays and demands judgment as follows:

22         1.       That this marriage be dissolved and a decree of divorce granted to Plaintiff.

23         2.       That community and separate property and debts be awarded pursuant to  
24 law.

25         3.       That Defendant be ordered to pay Plaintiff's litigation fees and costs.

26         4.       For such other and further relief as this Court deems just and proper.

27       ///



1 **AFFIRMATION**

2 The undersigned affirms this Complaint for Divorce contains no social security  
3 numbers.

4 Dated this 24<sup>th</sup> day of September 2019.

5 SILVERMAN KATTELMAN SPRINGGATE, CHTD.  
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9 ALEXANDER C. MOREY  
10 ATTORNEY FOR PLAINTIFF  
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3 **VERIFICATION**

4 STATE OF NEVADA )

5 : SS

6 COUNTY OF WASHOE )

7 COMES NOW JOHN TOWNLEY, being first duly sworn under penalty of perjury  
8 and deposes and says:

9 1. I am the Plaintiff herein.

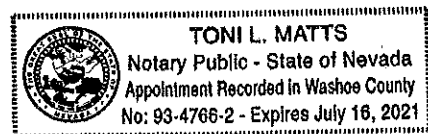
10 2. I make this verification of my own personal knowledge, information and  
11 belief.

12 3. I have read the foregoing Complaint for Divorce and know the contents  
13 thereof, and the same is true of my own knowledge, except those matters therein stated  
14 upon information and belief, and as to those matters I believe them to be true.

15 4. I do hereby swear under penalty of perjury that the assertions set forth in  
16 this Verification are true.

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20 Subscribed and sworn to before me  
By John Townley

21 this 24 day of Sept 2019,



Notary Public



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.

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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.



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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







### INDEX OF EXHIBITS

<b>Exhibit Number</b>	<b>Description</b>	<b>Number of Pages</b>
<b>1</b>	Property to John Townley	<b>2</b>
<b>2</b>	Property to Rochelle Mezzano	<b>1</b>
<b>3</b>		
<b>5</b>		
<b>6</b>		
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<b>12</b>		
<b>13</b>		
<b>14</b>		



### 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:

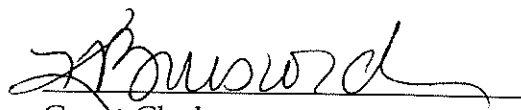
**Alexander Morey, Esq.  
(for John Townley)**

### **\*Attention\***

**AS OF OCTOBER 18<sup>TH</sup>, 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**

<b>REAL PROPERTY</b>
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
<b>CASH</b>
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
<b>VEHICLES</b>
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
<b>DEBTS</b>
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.
<b>TRUSTS</b>



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
<b>PERSONAL EFFECTS</b>
Furniture and furnishings in his possession



EXHIBIT 2



PROPERTY TO WIFE, ROCHELLE MEZZANO

<b>REAL PROPERTY</b>
735 Aesop Ct. Reno, NV
670 Valley Road, Reno, NV
<b>CASH</b>
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
<b>BUSINESS INTERESTS</b>
Seven-Star Realty including Heritage checking account ending in X6460
<b>VEHICLES</b>
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
<b>DEBTS</b>
Bank of America account number unknown
All other debts in Ms. Mezzano's sole name or incurred by her for her benefit.
<b>PERSONAL EFFECTS</b>
Furniture and furnishings in her possession.



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

Case No. DV19-01564

Dept. No. 13

18 **ORDER DENYING MOTION TO SET ASIDE DECREE OF DIVORCE AND**  
19 **FOR RELATED RELIEF**

20 This Court reviewed Rochelle Mazzano's ("Ms. Mazzano") *Motion to Set Aside*  
21 *Decree of Divorce and for Related Relief* ("the Motion to Set Aside"), submitted on April 8,  
22 2020. It now finds and orders as follows:

23 **Findings of Fact**

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



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

3         2. Ms. Mezzano moves the Court to set aside the Default Decree in this case  
4 based on alleged improper service of process. Ms. Mezzano claims Mr. Townley did not  
5 personally serve her with the Summons, Complaint, and other filed documents. Instead,  
6 she states that a “contractor” at her home was provided the documents, but he was never  
7 authorized to accept service of process. Ms. Mezzano claims that the contractor never  
8 informed her a process served came by and she only “later found” the documents inside  
9 her home. Ms. Mezzano argues the judgment is void due to improper service of the  
10 complaint and therefore must be set aside. Ms. Mezzano acknowledges an email to Mr.  
11 Townley stating she received the divorce papers, but she argues that fact does not  
12 establish valid service. She believes Mr. Townley will suffer no prejudice if the Default  
13 Decree is set aside and requests an award of attorney’s fees.

14         3. Mr. Townley responds and opposes setting aside the Decree. Mr. Townley  
15 argues that Ms. Mezzano’s request is untimely, ignores facts, and is only supported by a  
16 legally insufficient self-serving affidavit. Based on the method of service stated in the  
17 Affidavit of Service, Ms. Mezzano’s legal theory is irrelevant. Mr. Townley asserts the  
18 process server determined Ms. Mezzano was in her home when she responded to an oral  
19 notice to come to the door to get documents. Ms. Mezzano refused and therefore the  
20 process server posted the summons and complaint and left the property pursuant to  
21 NRCP 4.2(a)(1). Mr. Townley attaches a copy of the email Ms. Mezzano references that  
22 reads: “I got served papers today. I have twenty days including the weekend to respond.  
23 Which means I need to retain an attorney. So, I need a retainer. How would you like to  
24 proceed?” He claims she initially agreed to attend a meeting to discuss settlement but  
25 never showed up. Mr. Townley notes that Ms. Mezzano refused to participate in the case  
26 from that point forward. On January 4, 2020, Mr. Townley’s counsel states he received a  
27 letter from Ms. Mezzano’s current attorney stating he represented Ms. Mezzano and  
28 would be moving to set aside the decree. Mr. Townley argues that, after six months from  
the date of alleged service, Ms. Mezzano only presented a single self-serving affidavit in



1 support of her arguments. He further argues Ms. Mezzano admits actual notice of the  
2 proceedings but never asserted a lack of service until the default judgment was already  
3 entered. Even after that point, Ms. Mezzano waited more than four months to move to set  
4 aside.

5 4. Ms. Mezzano did not file a reply.

6 Conclusions of Law

7 1. Pursuant to NRCP 60(b), this Court may set aside an entry of default  
8 judgment for the following reasons:

- 9 (1) mistake, inadvertence, surprise, or excusable neglect;  
10 (2) newly discovered evidence that, with reasonable  
11 diligence, could not have been discovered in time to move  
12 for a new trial under Rule 59(b);  
13 (3) fraud (whether previously called intrinsic or extrinsic),  
14 misrepresentation, or misconduct by an opposing party;  
15 (4) the judgment is void;  
16 (5) the judgment has been satisfied, released, or discharged;  
17 it is based on an earlier judgment that has been reversed or  
18 vacated; or applying it prospectively is no longer equitable;  
19 or  
20 (6) any other reason that justifies relief.

21 2. Although the decision to set aside a default is made at the Court's discretion,  
22 a trial on the merits is always favored over a procedural default. *Kahn v. Orme*, 108 Nev.  
23 510, 516, 835 P.2d 790, 794 (1992)(internal citations omitted); *see also Yochum v. Davis*, 98  
24 Nev. 484, 487, 653 P.2d 1215, 1217 (1982) (the district court "must give due consideration to  
25 the state's underlying basic policy of resolving cases on their merits wherever possible").  
26 The policy favoring decisions on the merits is heightened in cases involving domestic  
27 relations matters. *Price v. Dunn*, 106 Nev. 100, 105, 787 P.2d 785, 788 (1990) (citing *Dagher*  
28 *v. Dagher*, 103 Nev. 26, 28, 731 P.2d 1329, 1330 (1987)).

3. Before granting a NRCP 60(b)(1) motion, a court must consider whether the  
moving party: (1) made a prompt application; (2) lacked an intent to delay the  
proceedings; (3) lacked knowledge of procedural requirements; and (4) exercised good



1 faith. *Kahn v. Orme*, 108 Nev. 510, 513–14, 835 P.2d 790, 793 (1992). The moving party has  
2 the burden of proving inadvertence, surprise, or excusable neglect “by a preponderance of  
3 the evidence.” *Id.* Similarly, the party “moving to vacate default judgment for improper  
4 service of process bears the burden to prove that he is entitled to relief.” *S.E.C. v. Internet*  
5 *Sols. for Bus. Inc.*, 509 F.3d 1161, 1166 (9th Cir. 2007)<sup>1</sup>. **The Court may also consider a**  
6 **movant’s lack of diligence in bringing a claim pursuant to NRCP 60(b)(4).** *See In re*  
7 *Harrison Living Tr.*, 121 Nev. 217, 224, 112 P.3d 1058, 1062 (2005) (“[T]he district court did  
8 not abuse its discretion in finding that Teriano unreasonably delayed filing a petition to set  
9 aside a void judgment, and in applying equitable estoppel to Teriano's petition.”).

10  
11 4. Here, the Court finds Ms. Mezzano’s affidavit is insufficient to overcome her  
12 burden. The Affidavit of Service states that Ms. Mezzano was served with the summons  
13 and complaint by “[d]elivering and leaving a copy posted on the Defendant’s (Rochelle  
14 Mezzano) Front Door at 735 Aesop Court, Reno, Nevada 89512.” The process server  
15 included a narrative of service stating an older white male answered the door then yelled  
16 Ms. Mezzano’s name. The process server stated that Ms. Mezzano responded but would  
17 not come to the door. Although the process served did not personally see Ms. Mezzano,  
18 she believed responding to her name proved that Ms. Mezzano was there. Notably, **Ms.**  
19 **Mezzano fails to address the sworn statements of a disinterested third party regarding**  
20 **service of process.** *See S.E.C.*, 509 F.3d at 1166 (internal quotations omitted) (“A signed  
21 return of service constitutes prima facie evidence of valid service which can be overcome  
22 only by strong and convincing evidence.”). Ms. Mezzano simply includes her own self-  
23 serving affidavit stating a “contractor” was given documents that she only later found in  
24 her home. The Court finds that the process server’s affidavit is the most credible evidence  
25 provided.  
26

27  
28 <sup>1</sup> The court went on to explain: “The defendant who chooses not to put the plaintiff to its proof, but instead allows default judgment to be entered and waits, for whatever reason, until a later time to challenge the plaintiff's action, should have to bear the consequences of such delay.” *S.E.C.*, 509 F.3d at 1166.



5. The Court notes that – on the same day as the alleged service – Ms. Mezzano admits she sent an email stating “I got served papers today” and requested money to retain an attorney. The Court finds Ms. Mezzano’s email was an appearance in this case. Accordingly, Ms. Mezzano was later provided notice of Mr. Townley’s intent to take a default, which she ignored. Mr. Townley then provided notice of his intent to seek a default judgment, which she also ignored. The Court notes that the property division appeared fair and equal and Ms. Mezzano was awarded income producing property and her business.

6. Ms. Mezzano admits she had actual notice of the proceedings and does not deny receiving notice of Mr. Townley's intent to proceed with a default. The Court further finds that Ms. Mezzano's request to set aside can also be denied based on her failure to make a prompt application to set aside the default judgment. The Court notes that all the facts alleged in Ms. Mezzano's Motion to Set aside were within her knowledge, yet she waited two months after contacting Mr. Townley's counsel to take any action.

7. Based on the above reasoning, the Court finds no good cause to set aside the Decree. Ms. Mezzano's Motion to Set Aside is **DENIED**. Ms. Mezzano's request for attorney's fees is also **DENIED**.

IT IS SO ORDERED.

Dated: May 22nd, 2020.

Budget E. Lusk  
District Judge

Case No. DV19-01564



Code:  
1 Gary R. Silverman (NSB# 409) Michael V. Kattelman (NSB#6703)  
John P. Springgate (NSB# 1350) Alexander C. Morey (NSB#11216)  
2 Kenton Karrasch (NSB#13515) Benjamin Albers (NSB#11895)  
Silverman Kattelman Springgate, Chtd.  
3 500 Damonte Ranch Parkway, Suite 675  
Reno, Nevada 89521  
Telephone: 775/322-3223  
4 Facsimile: 775/322-3649  
Attorney for John Townley

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

8 JOHN TOWNLEY,

9 Plaintiff

Case No. DV19-01564

10 vs.

Dept. 13

11  
12 ROCHELLE MEZZANO and  
13 DOES I through XX,  
14 to include Doe individuals,  
15 corporations, limited liability companies,  
16 partnerships, trusts, limited partnerships,  
17 and such other individuals or entities  
as may exist or be formed  
Defendants.

18  
19 **NOTICE OF ENTRY OF ORDER**

20 TO: Rochelle Mezzano and her counsel of record F. Peter James:

21 PLEASE TAKE NOTICE that the above-entitled Court entered the Order Denying  
22 Motion to Set Aside Decree of Divorce and For Related Relief in this matter on May 22,  
23 2020.  
24  
25

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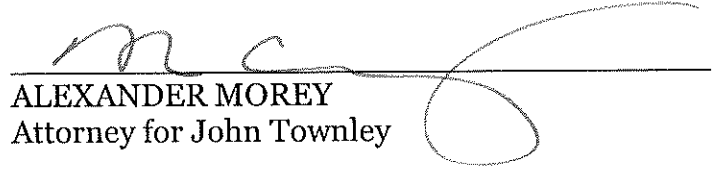
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1  
2 Under NRS 239B.030 the undersigned affirms the preceding contains no social  
3 security number.

4 Dated this 26 day of May 2020.

5 SILVERMAN KATTELMAN SPRINGGATE, CHTD.  
6

7  
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9 ALEXANDER MOREY  
10 Attorney for John Townley  
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6 IN THE FAMILY DIVISION  
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8 IN AND FOR THE COUNTY OF WASHOE  
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10 JOHN TOWNLEY,

11 Plaintiff,

12 vs.

13 ROCHELLE MEZZANO,  
14

15 Defendant.  
16 \_\_\_\_\_/

Case No. DV19-01564

Dept. No. 13

17 ORDER DENYING MOTION TO SET ASIDE DECREE OF DIVORCE AND  
18 FOR RELATED RELIEF

19 This Court reviewed Rochelle Mazzano's ("Ms. Mazzano") *Motion to Set Aside*  
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4 aside.

5 4. Ms. Mezzano did not file a reply.

6 Conclusions of Law

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8 judgment for the following reasons:

- 9 (1) mistake, inadvertence, surprise, or excusable neglect;  
10 (2) newly discovered evidence that, with reasonable  
11 diligence, could not have been discovered in time to move  
12 for a new trial under Rule 59(b);  
13 (3) fraud (whether previously called intrinsic or extrinsic),  
14 misrepresentation, or misconduct by an opposing party;  
15 (4) the judgment is void;  
16 (5) the judgment has been satisfied, released, or discharged;  
17 it is based on an earlier judgment that has been reversed or  
18 vacated; or applying it prospectively is no longer equitable;  
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20 (6) any other reason that justifies relief.

21 2. Although the decision to set aside a default is made at the Court's discretion,  
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9 aside a void judgment, and in applying equitable estoppel to Teriano's petition.").

10  
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12 burden. The Affidavit of Service states that Ms. Mezzano was served with the summons  
13 and complaint by "[d]elivering and leaving a copy posted on the Defendant's (Rochelle  
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23 serving affidavit stating a "contractor" was given documents that she only later found in  
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26

27  
28 <sup>1</sup> The court went on to explain: "The defendant who chooses not to put the plaintiff to its proof, but instead allows default judgment to be entered and waits, for whatever reason, until a later time to challenge the plaintiff's action, should have to bear the consequences of such delay." *S.E.C.*, 509 F.3d at 1166.



5. The Court notes that – on the same day as the alleged service – Ms. Mezzano admits she sent an email stating “I got served papers today” and requested money to retain an attorney. The Court finds Ms. Mezzano’s email was an appearance in this case. Accordingly, Ms. Mezzano was later provided notice of Mr. Townley’s intent to take a default, which she ignored. Mr. Townley then provided notice of his intent to seek a default judgment, which she also ignored. The Court notes that the property division appeared fair and equal and Ms. Mezzano was awarded income producing property and her business.

6. Ms. Mezzano admits she had actual notice of the proceedings and does not deny receiving notice of Mr. Townley's intent to proceed with a default. The Court further finds that Ms. Mezzano's request to set aside can also be denied based on her failure to make a prompt application to set aside the default judgment. The Court notes that all the facts alleged in Ms. Mezzano's Motion to Set aside were within her knowledge, yet she waited two months after contacting Mr. Townley's counsel to take any action.

7. Based on the above reasoning, the Court finds no good cause to set aside the Decree. Ms. Mezzano's Motion to Set Aside is **DENIED**. Ms. Mezzano's request for attorney's fees is also **DENIED**.

IT IS SO ORDERED.

Dated: May 22nd, 2020.

Budget E. Rush  
District Judge

Case No. DV19-01564



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 Notice of Entry of Order the party(ies) identified below by:

6 ☐ 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 ☐ Hand Delivery

10 ☐ Facsimile to the following numbers:

11 ☐ Federal Express or other overnight delivery

12 ☐ Reno Carson Messenger Service

13 ☐ Certified Mail, Return receipt requested

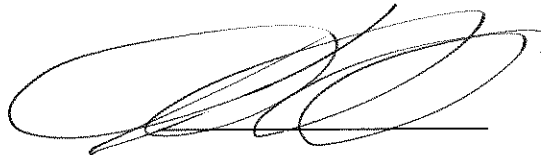
14 ☒ Electronically, using Second Judicial District Court's ECF system.

15 ☐ Email:

16 addressed to:

17 F. Peter James  
18 3821 West Charleston Blvd., Ste. 250  
19 Las Vegas, NV 89102  
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24 Dated this 26th day of May 2020.

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

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

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*



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.<sup>1</sup> She  
25 argues that neither Paragraph 10 of the Default Decree nor NRCP 70 has an attorney's fee  
26 provision.

27 ///

28 <sup>1</sup> 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:

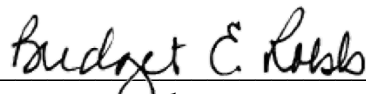
**(a) Party's Failure to Act; Ordering Another to Act.** If a judgment requires a party to convey land, to deliver a deed or other document, or to perform any other specific act and the party fails to comply within the time specified, the court may order the act to be done--at the disobedient party's 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



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

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.<sup>1</sup> 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 <sup>1</sup> 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,  
11

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.<sup>1</sup>  
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

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28 <sup>1</sup> 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

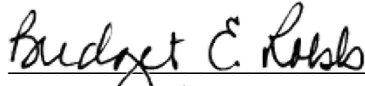
5 1. Courts have the power "[t]o compel obedience to its lawful judgments,  
6 orders and process, and to the lawful orders of its judge out of court in an action or  
7 proceeding pending therein." NRS 1.210(3).

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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28 Case No. DV19-01564



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.

**NOTICE OF ENTRY OF ORDER**

TO: Rochelle Mezzano and her counsel of record F. Peter James:

PLEASE TAKE NOTICE that the above-entitled Court entered the Order  
Granting Motion for Order Requiring Defendant to Remove Plaintiff's Liability on  
Mortgage Assigned to Her in Decree of Divorce and Motion Requiring Sale of Real  
Property to Protect Plaintiff from Liability if Defendant Defaults in Payment of the  
Mortgage in this matter on May 27, 2020.

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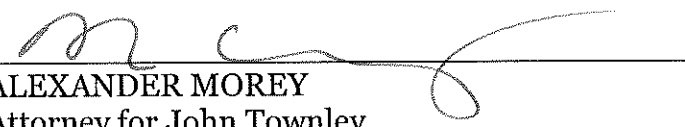


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Under NRS 239B.030 the undersigned affirms the preceding contains no social security number.

Dated this 28<sup>th</sup> day of May 2020.

SILVERMAN KATTELMAN SPRINGGATE, CHTD.

  
ALEXANDER MOREY  
Attorney for John Townley



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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 Plaintiff,

12 vs.

13 ROCHELLE MEZZANO,  
14

15 Defendant.  
16 \_\_\_\_\_/

Case No. DV19-01564

Dept. No. 13

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

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



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  
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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  
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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.<sup>1</sup>  
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  
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26 4. Mr. Townley replies and argues that Ms. Mezzano's financial disclosure  
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28 <sup>1</sup> The Court notes that Ms. Mezzano appears to admit she was home at the time of service but refused to  
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2 Townley argues Ms. Mezzano's behavior was unreasonable and forced him to protect his  
3 credit.

4 Conclusions of Law

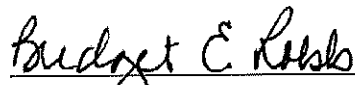
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8 2. Here, Ms. Mezzano claims her alleged refusal to pay the mortgage is simply  
9 "chatter." However, Ms. Mezzano fails to dispute she has not been paying the mortgage.  
10 If both Parties remain liable on the mortgage, then these issues will drag on for an  
11 indeterminate amount of time. Ms. Mezzano took the property subject to the debt and  
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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

24  
25  
26  
27  
28 Case No. DV19-01564



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 Notice of Entry of Order the party(ies) identified below by:

6 ☐ 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

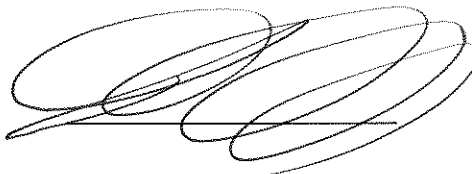
15 ☒ Electronically, using Second Judicial District Court's ECF system.

16 ☐ Email:

17  
18 addressed to:

19 F. Peter James  
20 3821 West Charleston Blvd., Ste. 250  
21 Las Vegas, NV 89102

22  
23  
24 Dated this 28th day of May 2020.

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27  
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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.

**NOTICE OF ENTRY OF ORDER**

TO: Rochelle Mezzano and her counsel of record F. Peter James:

PLEASE TAKE NOTICE that the above-entitled Court entered the Order  
Regarding Motion for Order Directing Delivery of Funds Due Defendant Pursuant to  
Divorce and Papers and Things Relating to Defendant's Property to Last Known  
Residence in this matter on May 27, 2020.

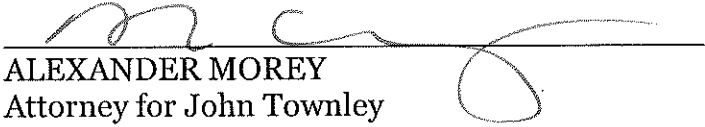
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1 Under NRS 239B.030 the undersigned affirms the preceding contains no social  
2 security number.

3 Dated this 28<sup>th</sup> day of May 2020.

4 SILVERMAN KATTELMAN SPRINGGATE, CHTD.

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8 ALEXANDER MOREY  
9 Attorney for John Townley  
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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 Plaintiff,

12 vs.

13 ROCHELLE MEZZANO,  
14

15 Defendant.  
16 \_\_\_\_\_/

Case No. DV19-01564

Dept. No. 13

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

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

24 It now finds and orders as follows:

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*



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.<sup>1</sup> 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 <sup>1</sup> 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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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 Notice of Entry of Order the party(ies) identified below by:

6 ☐ 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

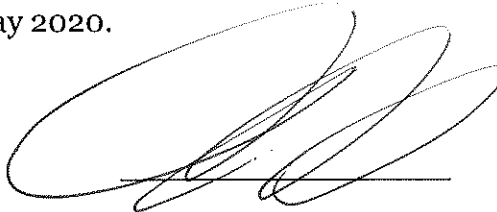
15 ☒ Electronically, using Second Judicial District Court's ECF system.

16 ☐ Email:

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18 addressed to:

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20 F. Peter James  
21 3821 West Charleston Blvd., Ste. 250  
22 Las Vegas, NV 89102

23  
24 Dated this 28th day of May 2020.

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Code:  
1 Gary R. Silverman (NSB# 409) Michael V. Kattelman (NSB#6703)  
John P. Springgate (NSB# 1350) Alexander C. Morey (NSB#11216)  
2 Kenton Karrasch (NSB#13515) Benjamin Albers (NSB#11895)  
Silverman Kattelman Springgate, Chtd.  
3 500 Damonte Ranch Parkway, Suite 675  
Reno, Nevada 89521  
Telephone: 775/322-3223  
4 Facsimile: 775/322-3649  
Attorney for John Townley

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

8 JOHN TOWNLEY,

9 Plaintiff

Case No. DV19-01564

10 vs.

Dept. 13

11  
12 ROCHELLE MEZZANO and  
13 DOES I through XX,  
14 to include Doe individuals,  
15 corporations, limited liability companies,  
16 partnerships, trusts, limited partnerships,  
17 and such other individuals or entities  
18 as may exist or be formed  
19 Defendants.

20 **NOTICE OF ENTRY OF ORDER**

21 TO: Rochelle Mezzano and her counsel of record F. Peter James:

22 PLEASE TAKE NOTICE that the above-entitled Court entered the Order  
23 Regarding Motion Vesting Title to Real Property in Plaintiff; In the Alternative, Motion  
24 for Clerk of the Court to Execute Deed as Attorney in Fact in this matter on May 27,  
25 2020.

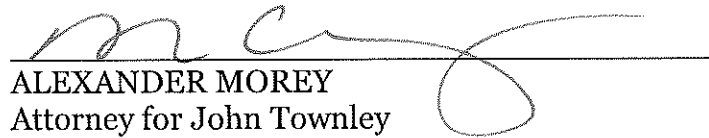
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1 Under NRS 239B.030 the undersigned affirms the preceding contains no social  
2 security number.

3 Dated this 28<sup>th</sup> day of May 2020.

4 SILVERMAN KATTELMAN SPRINGGATE, CHTD.

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8 ALEXANDER MOREY  
9 Attorney for John Townley  
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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 Plaintiff,

12 vs.

13 ROCHELLE MEZZANO,  
14

15 Defendant.  
16 \_\_\_\_\_/

Case No. DV19-01564

Dept. No. 13

17 ORDER REGARDING MOTION VESTING TITLE TO REAL PROPERTY IN  
18 PLAINTIFF; IN THE ALTERNATIVE, MOTION FOR CLERK OF COURT TO  
19 EXECUTE DEED AS ATTORNEY IN FACT

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

24 Findings of Fact

25 1. Mr. Townley initiated this case by filing a *Complaint for Divorce (no children)*  
26 ("the Complaint") on September 24, 2019. Mr. Townley filed an Affidavit of Service ("the  
27 Affidavit") on October 28, 2019. A *Clerk's Default* was entered in this matter on November  
28 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.<sup>1</sup> She  
25 argues that neither Paragraph 10 of the Default Decree nor NRCP 70 has an attorney's fee  
26 provision.

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28 <sup>1</sup> 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:

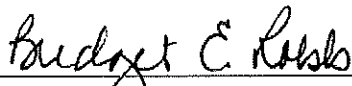
(a) **Party's Failure to Act; Ordering Another to Act.** If a judgment requires a party to convey land, to deliver a deed or other document, or to perform any other specific act and the party fails to comply within the time specified, the court may order the act to be done--at the disobedient party's 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



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 Notice of Entry of Order the party(ies) identified below by:

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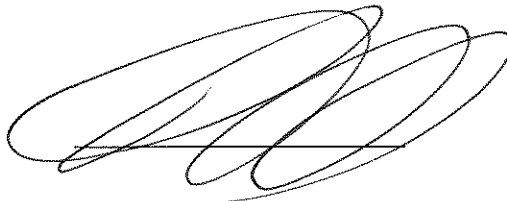
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20 3821 West Charleston Blvd., Ste. 250  
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24 Dated this 28th day of May 2020.

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CODE:

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,

vs.

ROCHELLE MEZZANO,

Defendant.

Case No. DV19-01564

Dept. No. 13

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

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

**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 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.<sup>1</sup> 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

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28 <sup>1</sup> 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.



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

### Conclusions of Law

1. Pursuant to NRCP 19(a):

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

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

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

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

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

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

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

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<sup>2</sup> The district court “(1) ordered the removal of Gladys as trustee from her own trust; (2) rejected the successor trustee which Gladys had selected; (3) ordered the law firm of Edwards & Kolesar, Chtd., (counsel) to select a new trustee; (4) declared the spendthrift provision in the Trust agreement void as against public 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.")

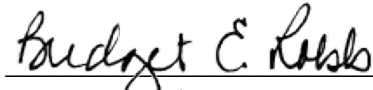
26 5. The Decree provides the Parties' beneficial interests—except for the  
27 Corvette—were awarded to Mr. Townley. The Decree did not modify the terms of the  
28 Trust and therefore the Court may enforce its orders. However, Mr. Townley now seeks to



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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Code:  
1 Gary R. Silverman (NSB# 409) Michael V. Kattelman (NSB#6703)  
2 John P. Springgate (NSB# 1350) Alexander C. Morey (NSB#11216)  
3 Kenton Karrasch (NSB#13515) Benjamin Albers (NSB#11895)  
4 Silverman Kattelman Springgate, Chtd.  
5 500 Damonte Ranch Parkway, Suite 675  
6 Reno, Nevada 89521  
7 Telephone: 775/322-3223  
8 Facsimile: 775/322-3649  
9 Attorney for John Townley

10 **IN THE FAMILY DIVISION**  
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13 JOHN TOWNLEY,

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18 to include Doe individuals,  
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20 partnerships, trusts, limited partnerships,  
21 and such other individuals or entities  
22 as may exist or be formed

23 Defendants.

24 **NOTICE OF ENTRY OF ORDER**

25 TO: Rochelle Mezzano and her counsel of record F. Peter James:

26 PLEASE TAKE NOTICE that the above-entitled Court entered the Order  
27 Regarding Motion to Join Irrevocable Trust to Facilitate Distribution of Community  
28 Property Post-Divorce and Order Directing Distribution of Assets From Trusts in this  
matter on May 29, 2020.

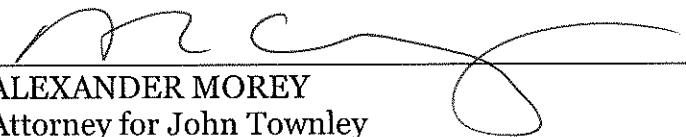
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1 Under NRS 239B.030 the undersigned affirms the preceding contains no social  
2 security number.

3 Dated this 17 day of June 2020.

4 SILVERMAN KATTELMAN SPRINGGATE, CHTD.  
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8 ALEXANDER MOREY  
9 Attorney for John Townley  
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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  
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8 JOHN TOWNLEY,  
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10 Plaintiff,  
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12 vs.  
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14 ROCHELLE MEZZANO,  
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16 Defendant.  
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Case No. DV19-01564

Dept. No. 13

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

22 This Court reviewed John Townley's ("Mr. Townley") *Motion to Join Irrevocable*  
23 *Trust to Facilitate Distribution of Community Property Post-Divorce and Order Directing*  
24 *Distribution of Assets from Trusts*, submitted on March 30, 2020. It now finds and orders as  
25 follows:  
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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*  
*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. Mezzano 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.<sup>1</sup> 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

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28 <sup>1</sup> 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."<sup>2</sup> *Id.* at 554, 782. The Court in *Guerin v. Guerin*, 114 Nev. 127, 132-33, 953 P.2d  
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24  
25 <sup>2</sup> 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.")

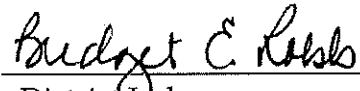
26 5. The Decree provides the Parties' beneficial interests—except for the  
27 Corvette—were awarded to Mr. Townley. The Decree did not modify the terms of the  
28 Trust and therefore the Court may enforce its orders. However, Mr. Townley now seeks to



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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1 **CERTIFICATE OF SERVICE**

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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 Notice of Entry of Order the party(ies) identified below by:

6 ☐ 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 ☐ Email:

17  
18 addressed to:

19 F. Peter James  
20 3821 West Charleston Blvd., Ste. 250  
21 Las Vegas, NV 89102

22  
23  
24 Dated this 1 day of June 2020.

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