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

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Electronically Filed
Jul 21 2020 11:55 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

ROCHELLE MEZZANO,

Appellant,

No. 81379

vs.

JOHN TOWNLEY,

Respondent.

_____/

**OPPOSITION TO APPELLANT'S
MOTION TO STAY FOR AN INJUNCTION**

John Townley, through counsel, Silverman Kattelman Springgate, Chtd.,
opposes Rochelle Mezzano's Motion to Stay for an Injunction. Rochelle's motion
is improperly made in this Court without first seeking relief from the trial court,
she will not suffer irreparable harm if her motion is denied, John will suffer
significant harm if her motion is granted, Rochelle has not posted a supersedeas
bond, and Rochelle will not prevail on her appeal.

SPECIFIC RELIEF REQUESTED

John Townley requests this Court grant him the following relief: (1) entry of
an order denying Rochelle's Motion in full, (2) entry of an order awarding him
attorney's fees and costs incurred to defend against the Motion, and (3) entry of an
order granting him additional relief deemed necessary and just. In the alternative, if

1 the Court grants a stay, entry of an order requiring Rochelle to post an appropriate
2 bond, which John submits should meet or exceed \$1,000,000.

3 **POINTS AND AUTHORITIES**

4 **FACTS**

5
6 On September 11, 2019, undersigned counsel sent a letter to Rochelle
7 Mezzano advising her counsel represented John Townley, that John was
8 proceeding with a divorce, and that her immediate action was required, or John
9 would proceed with litigation. (Exhibit "1".) Rochelle did not respond, and John
10 initiated this divorce action. A complaint was filed, and a summons obtained.
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13 On October 4, 2019, a process server arrived at Rochelle's home. The
14 process server determined Rochelle was in the house when she responded to an
15 oral request she come to the door. Rochelle, who knew a divorce was imminent,
16 refused to come to the door. The process server, therefore, posted the summons
17 and complaint and left the property. It is certain Rochelle received the documents;
18 she sent an email to John at 6:54 p.m. on the day of service which read "I got
19 served papers today. I have twenty days including the weekend to respond. Which
20 means I need to retain an attorney. So, I need a retainer. How would you like to
21 proceed?" (Exhibit "2".)
22

23
24 The Court entered a default divorce on December 11, 2019. (Exhibit "3".)
25

26
27 Notice of entry of the divorce decree was sent to Rochelle by mail and email
28 on December 12, 2019. (Exhibit "4".)

1 On January 4, 2020, undersigned counsel received a letter from an attorney
2 in Las Vegas, Nevada, alleging he represented Rochelle and claiming Rochelle
3 would shortly move to set aside the decree of divorce. (Exhibit "5".) The letter
4 contained no specific allegations of fact or reference to any case law. (Id.)
5

6 On March 3, 2020, undersigned counsel filed motions in the district court on
7 John's behalf seeking relief under the decree of divorce. (Exhibit "6".)
8

9 On March 23, 2020, more than 90 days after mailing notice of entry of the
10 decree of divorce and more than 60 days after Rochelle's counsel first appeared,
11 Rochelle finally filed a motion to set aside the decree of divorce. (Id.)
12

13 On May 22, 2020, the district court denied Rochelle's motion to set aside the
14 decree of divorce. (Exhibit "7".) Rochelle never sought reconsideration or a stay in
15 the district court.
16

17 Rochelle delayed another 52 days before, on July 14, 2020—seven months
18 after entry of the divorce decree—seeking a stay for the first time in this Court.
19

20 **LAW**

21 A party is required to first seek a stay or injunction pending appeal from the
22 trial court. NRAP 8(a)(2). "This requirement is grounded in the district court's
23 vastly greater familiarity with the facts and circumstances of the particular case.
24 Additionally, the district court is better positioned to resolve any factual disputes
25 concerning the adequacy of any proposed security, while this court is ill suited to
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1 such a task.” *Nelson v. Heer*, 121 Nev. 832, 836, 122 P.3d 1252, 1254 (2005). A
2 limited exception exists if the moving party proves “that moving first in the district
3 court would be impracticable.” NRAP 8(a)(2)(A)(i). This Court has made it clear
4 the exception is contrary to the usual practice and sound policy. *See State ex rel.*
5 *Pub. Serv. Comm’n v. First Judicial Dist. Court*, 94 Nev. 42, 44 n.1, 574 P.2d 272,
6 273 (1978) (“We believe it is sound policy for the district court to first consider
7 applications for stays, particularly given the time restraints typically associated
8 with such applications.”) That a movant did not prevail in the trial court does not
9 render seeking relief in the trial court impracticable. *See EMW Women's Surgical*
10 *Ctr. P.S.C. v. Beshear*, No. 17-6151, 2017 U.S. App. LEXIS 24931, at *5-6 (6th
11 Cir. Dec. 8, 2017) (“To excuse a party from the strictures of Federal Rule of
12 Appellate Procedure 8(a)(1) merely because the district court ruled against the
13 party would nullify the requirement.”)

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19 Once a moving party establishes this Court should consider the merits of a
20 motion for a stay, this Court considers: (1) whether the object of the appeal will be
21 defeated if the stay or injunction is denied; (2) whether the appellant will suffer
22 irreparable or serious injury if the stay or injunction is denied; (3) whether the
23 respondent will suffer irreparable or serious injury if the stay or injunction is
24 granted; and (4) whether the appellant is likely to prevail on the merits in the
25 appeal or writ petition. NRAP 8(c).
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1 **ARGUMENT**

2 **A. Because Rochelle Did not First Seek Relief from the Trial Court, her**
3 **Motion Must be Denied.**

4 Rochelle had every opportunity to request a stay from the district court in the
5
6 52 days between the court entering its order denying her motion to set aside and
7 her filing for original relief in this Court. Her excuse for not seeking relief from the
8 district court is that the court had already denied her “meritorious motion” to set
9 aside and “she needs relief immediately, not in many weeks”. (App’s Mot. to Stay
10 for an Injunction 3:8, 10–11.) First, the denial of her motion is not grounds to
11 excuse the requirement she first seek relief from the district court. Were that the
12 standard, the appellant—who lost in the trial court—would always be able to seek
13 relief from the trial court, and the exception would swallow the rule. *EMW*
14 *Women's Surgical Ctr. P.S.C. v. Beshear*, No. 17-6151, 2017 U.S. App. LEXIS
15 24931, at *5-6 (6th Cir. Dec. 8, 2017). Second, even were there any exigency,
16 Rochelle created it by delaying, and delaying, and delaying. Rochelle’s assertion
17 she needs relief now must ring hollow; waiting 52 days to seek relief is the
18 opposite of exigence. This is not a case to excuse Rochelle from the procedural
19 requirements of NRAP 8.
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25 **B. Because the NRAP 8(c) Factors Do not Support a Stay, Rochelle’s**
26 **Motion Must be Denied.**

27 **1. The objection of Rochelle’s appeal will not be defeated by**
28 **denial of a stay.**

1 Fairly stated, the object of Rochelle's appeal is an order declaring she and
2 John Townley remain married. (That is the practical effect of holding the trial court
3 erred by refusing to set aside the divorce.) The trial court did no such thing as it
4 had jurisdiction over Rochelle, and she willfully failed to participate in the divorce
5 action. However, were Rochelle to prevail, nothing done by John with property
6 awarded to him by the decree would prevent the restoration of the marriage.
7 Nothing done by John with property awarded to him would affect Rochelle's
8 ultimate community property rights in some later divorce action and division of
9 property. She will retain all community property claims she would now have,
10 including claims to property acquired with community property awarded to John.
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15 **2. Rochelle will not suffer irreparable harm or serious injury by**
16 **denial of a stay.**
17

18 Rochelle claims that a lack of a stay will cause her irreparable harm by the
19 loss of real property rights. In the next breath she claims John will not suffer any
20 irreparable harm by entry of a stay. Her statements are contradictory. If she will
21 suffer irreparable harm by John having record title to real property, then, *ipso*
22 *facto*, John will suffer irreparable harm if he does not have the record title. She
23 cannot have it both ways. Rochelle will not suffer irreparable harm or serious
24 injury by John having record title to properties for the same reasons discussed
25 above: if the decree of divorce were set aside, Rochelle would maintain all her
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1 community property claims to property awarded to John and the proceeds of that
2 property. Indeed, Rochelle would even retain claims for an unequal division of the
3 community property.
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5 **3. John will suffer irreparable harm or serious injury by entry of**
6 **a stay.**

7 In contrast to Rochelle, John will suffer serious injury by entry of a stay.
8 First, a stay will prevent John from managing his property by tying it to Rochelle
9 and give Rochelle the false sense she does not need to manage and protect her
10 property. Second, because Rochelle will not prevail in this appeal, a stay forces
11 John into a stasis during which he cannot act to make his property as productive as
12 he may like. He will have to wait, again, for this Court to tell Rochelle exactly
13 what the district court already told her. Losing the ability to act costs John
14 opportunity while gaining Rochelle nothing. In this case, imposing a stay is the
15 harmful result.
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20 **4. Rochelle is not likely to prevail on the merits of her appeal.**

21 Rochelle bases her assertion she will prevail in this appeal on a fact rejected
22 by the district court. She asserts the process server provided documents to a
23 contractor at her home rather than to her, (App's Mot. to Stay for an Injunction
24 6:1-4), and, on that basis, she claims service did not comply with NRCP 4.2(a)(2).
25 The established facts of this case are contrary to her assertion. The district court
26 rejected Rochelle's self-serving account that a contractor was given the service
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1 documents. (Exhibit "7" at p. 4, ¶ 4.) She concealed that from this Court when she
2 did not include a copy of district court's order with her motion. NRCP 4.2(a)(2)
3 and (3) are not and never were applicable to this case.
4

5 Second, Rochelle fails to address how she will prevail in her appeal in the
6 face of the district court's conclusion she failed to make a prompt application to set
7 aside the decree of divorce, especially as the district court noted "all the facts
8 alleged in Rochelle's Motion to Set aside were within her knowledge, yet she
9 waited two months after contacting Mr. Townley's counsel to take any action."
10 (Exhibit "7" at p. 5, ¶ 6.) Perhaps Rochelle failed to address this issue because her
11 delay was unreasonable, and she has no defense to her failure to promptly act.
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15 Third, Rochelle will not prevail on her appeal because she was personally
16 served. NRCP 4.2(a)(1) provides a plaintiff may accomplish service "by delivering
17 a copy of the summons and complaint to the individual personally." The rule does
18 not require a face-to-face meeting or an attempt to force papers onto a defendant.
19
20 See *Currie v. Wood*, 112 F.R.D. 408, 409 (E.D.N.C. 1986) (discussing the federal
21 rule and citing cases). Further, substantial compliance with personal service
22 requirements coupled with actual notice is sufficient. See *Brockbank v. Second*
23 *Judicial Dist. Court*, 65 Nev. 781, 201 P.2d 299 (1948) (discussing the corollary
24 that rules for substitute service of process must be strictly followed); *see also, e.g.*,
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1 *Wagner v. Truesdell*, 1998 S.D. 9, ¶ 9, 574 N.W.2d 627, 629, and *In re Coleman*,
2 793 N.W.2d 296, 302 (Minn. 2011).

3
4 *Currie v. Wood* is instructive and comparable to this case. In *Currie*, the
5 defendant, who had previously rejected a certified mailing, was told the person
6 serving process “had an envelope for him,” which the defendant refused, “without
7 explanation” to take. The person serving process then placed the envelope in a
8 vehicle belonging to the defendant’s employee, and the defendant received the
9 documents only after the employee gave them to the defendant’s wife. On those
10 facts, the court held the defendant had been served. *Id.* at 409–10. Here, like the
11 defendant in *Currie*, Rochelle knew litigation was coming, that a person arriving at
12 her door to deliver documents was reasonably certain to be there to serve process,
13 and that she was attempting to avoid service. Plus, Rochelle was aware of the
14 contents of the summons and complaint served on her. She acknowledged, less
15 than eight hours after service that “I got served papers today. I have twenty days
16 including the weekend to respond.” Rochelle was personally served.

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22 **C. Rochelle Should be Required to Post a Sufficient Bond if a Stay is**
23 **Granted.**

24 Rochelle seeks to impair John’s ability to manage and use his property and
25 proceed with his life and his share of their once community estate. John estimates
26 the value of each party’s share as over \$1,000,000. If the Court does impose a stay,
27 Rochelle should be required to post a bond in that amount to protect John.
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CONCLUSION

Rochelle Mezzano was personally served in this action. She willfully ignored the case. She unreasonably delayed seeking a set aside of the decree of divorce. She unreasonably failed to seek a stay in the district court. She unreasonably delayed 52 days to seek a stay in this Court. She will not prevail in this appeal. She will not suffer irreparable or serious harm if a stay is denied. The object of her appeal will not be defeated. Rochelle's Motion to Stay for an Injunction must be denied.

AFFIRMATION

The undersigned affirms this document contains no personal information as defined in NRS 239B.030.

Dated this 21 day of July 2020



ALEXANDER MOREY
SILVERMAN KATTELMAN SPRINGGATE, CHTD.
Nevada State Bar No. 11216
500 Damonte Ranch Pkwy. #675
Reno, NV 89521
(775) 322-3223
amorey@sk-s-reno.com
Attorney for Respondent

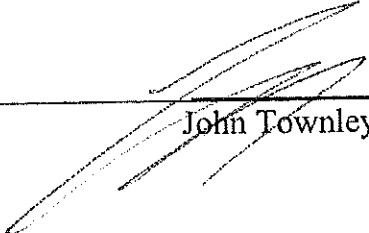
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DECLARATION OF JOHN TOWNLEY

COMES NOW, JOHN TOWNLEY, who executes this within the State of Nevada: I declare under penalty of perjury that the following is true and correct:

1. I am the Respondent herein.
2. I make this declaration of my own personal knowledge, information and belief.
3. The statement of facts in the Opposition to Appellant's Motion to Stay for an Injunction are hereby merged and incorporated into this declaration. I know the facts are true of my own knowledge, except those matters stated upon information and belief. As to those matters, I believe them to be true.

EXECUTED this 20th day of July 2020.



John Townley

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
5 the foregoing Opposition to Appellant's Motion To Stay for an Injunction the
6 party(ies) identified below by:
7

8 X Placing an original or true copy thereof in a sealed envelope, postage
9 prepaid for collection and mailing in the United States Mail at Reno,
10 Nevada to Ms. Crowley.
11

12 X Electronically, using Supreme Court's ECF system.

13 Email:
14

15 addressed to:
16

17 F. Peter James
18 3821 West Charleston Blvd., Ste. 250
19 Las Vegas, NV 89102

20 Margaret Crowley
21 121 Washington St.
22 Reno, NV 89503
23

24 Dated this 21 day of July 2020.
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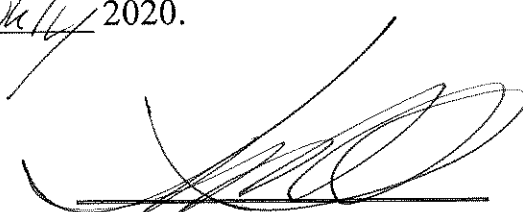


EXHIBIT 1

SILVERMAN
KATTELMAN
SPRINGGATE, Chtd.

Gary R. Silverman* silverman@sks-reno.com
Michael V. Kattelman mvk@sks-reno.com
John P. Springgate springgate@sks-reno.com
Alexander C. Morey amorey@sks-reno.com
Benjamin E. Albers ben@sks-reno.com
Kenton C. Karrasch karrasch@sks-reno.com
500 Damonte Ranch Parkway, Suite 675 – Reno, Nevada 89521
(775) 322-3223 Fax (775) 322-3649

www.sks-reno.com

September 11, 2019
Via U.S. Mail

Rochelle Mezzano
735 Aesop Ct.
Reno, NV 89512

RE: Marriage of Townley and Mezzano

Dear Ms. Mezzano:

Your husband, John Townley, hired us to help him through a divorce. After much deliberation, John has decided he cannot remain married. He has directed us to secure a divorce and a fair division of your and his property and debts as quickly and inexpensively as possible. John's hope is that you and he can avoid a protracted, contentious, messy, and expensive divorce. He would rather you and he keep your money than pay lawyers. Although John does not speak for you, he suspects you share his view. We find that early settlement negotiations are the best way to reduce the duration and expense of a divorce. We ask you meet with us to participate in negotiations within the next two weeks. Delay will not be tolerated.

John provided you a rough financial statement and three possible divisions of assets some time ago. We have included copies of those documents with this letter for your ease of reference. You did not respond to John. When we meet to discuss settlement, bring proposals for the division of your and John's assets and debts. We expect you will be willing to take either side of any proposal you make—you must be willing to take what you offer to John.

Before September 20, 2019, we must have a written response to this letter promising you will meet with us to discuss settlement within two weeks. John has honored your requests for delay for nearly a year. He is unwilling to delay longer. If you will not promptly engage in meaningful settlement negotiations that move you and John toward divorce, you force him to engage the court to create a timeline and force your marriage to an end. Therefore, if we do not receive your written response before September 20, 2019, John has directed us to file for divorce on September 20, 2019, which we will do.

Before that meeting, please provide us with a copy of any prenuptial agreement you claim is in effect between you and John and the location of the original document.

As a matter of recordkeeping, John has transferred the \$50,000 you requested to continue a remodel of your home. In exchange for that \$50,000 and the \$125,000 held in the safe in your home, John has transferred \$175,000 to himself. Moving forward, rather than fiddle with accountings, the \$175,000 in your control is your separate property and the \$175,000 in John's control is his separate property.

We look forward to hearing from your lawyer and scheduling a date to meet and discuss settlement. If you do not hire a lawyer—a choice we strongly advise against—we will work directly with you. In any discussions with us, you must keep in mind we are not your lawyers; we do not represent you; we represent John; and we advocate for John's interests.

You may reach us at 775-322-3223, by email at the addresses on the first page, and by mail to 500 Damonte Ranch Pkwy., Ste. 675, Reno, Nevada 89521. Contact us promptly. Delay will not be tolerated. We will file for divorce on September 20, 2019, if we do not have your promise to engage in meaningful settlement negotiations within two weeks.

Respectfully,

SILVERMAN KATTELMAN SPRINGGATE, CHTD.

A handwritten signature in black ink, appearing to read 'Alexander Morey', with a stylized, flowing script.

ALEXANDER MOREY

ACM:tm
cc: client

EXHIBIT 2

Alexander Morey

From: John Townley <renorealtors@yahoo.com>
Sent: Friday, January 10, 2020 12:58 PM
To: Alexander Morey
Subject: Fw: Mediation

Sent from Yahoo Mail on Android

----- Forwarded Message -----

From: "Rochelle Mezzano" <RochelleMezzano@yahoo.com>
To: "renorealtors" <renorealtors@yahoo.com>
Sent: Fri, Oct 4, 2019 at 10:28 PM
Subject: Re: Mediation
Ok thanks,

On Oct 4, 2019, at 6:49 PM, renorealtors <renorealtors@yahoo.com> wrote:

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Rochelle Mezzano <RochelleMezzano@yahoo.com>
Date: 10/4/19 6:54 PM (GMT-06:00)
To: renorealtors <renorealtors@yahoo.com>
Subject: Re: Mediation

I got served papers today.
I have twenty days including the weekend to respond. Which means I need to retain an attorney.
So, I need a retainer.
How would you like to proceed?

On Oct 4, 2019, at 2:08 PM, renorealtors <renorealtors@yahoo.com> wrote:

I have no objection will let you know monday or Tues

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Rochelle Mezzano <RochelleMezzano@yahoo.com>

Date: 10/4/19 3:55 PM (GMT-06:00)

To: info@SierraMediation.com, renorealtors@yahoo.com

Subject: Mediation

EXHIBIT 3

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 Karrassch (NSB#13515) Benjamin Albers (NSB#11895)
4 Silverman Kattelman Springgate, Chtd.
5 500 Dannonia Ranch Parkway, Suite 675
6 Reno, Nevada 89521
7 Telephone: 776/322-3223
8 Facsimile: 776/322-3649
9 Attorney for John Townley

10 **IN THE FAMILY DIVISION**
11 **OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
12 **IN AND FOR THE COUNTY OF WASHOE**

13 **JOHN TOWNLEY,**

14 **Plaintiff**

Case No. DV19-01564

15 **vs.**

Dept. 13

16 **ROCHELLE MEZZANO and**
17 **DOES I through XX,**
18 **to include Doe individuals,**
19 **corporations, limited liability companies,**
20 **partnerships, trusts, limited partnerships,**
21 **and such other individuals or entities**
22 **as may exist or be formed**

23 **Defendants.**

24 **FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE OF DIVORCE**

25 The Court having considered the verified Complaint of Plaintiff, John Townley,
26 praying for a Decree of Divorce, Plaintiff's Affidavit, the Affidavit of Plaintiff's resident
27 witness; the Default of the Defendant being duly entered; the Defendant having been
28 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.

DECREE OF DIVORCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 Budget E. Rabb
14 DISTRICT JUDGE

15 Case No. DV19 - 01564
16 Townley v. Mezzano
17
18
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INDEX OF EXHIBITS

Exhibit Number	Description	Number of Pages
1	Property to John Townley	2
2	Property to Rochelle Mezzano	1
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4		
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CERTIFICATE OF MAILING

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

Rochelle Mezzano
735 Aesop Ct.
Reno, NV 89512

CERTIFICATE OF ELECTRONIC SERVICE

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

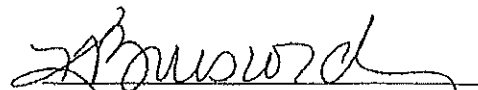
Alexander Morey, Esq.
(for John Townley)

Attention

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

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

Parties should contact the Second Judicial District Court Filing Office at 775-328-3110 ext. 7, or visit <https://wceflex.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

FILED
Electronically
DV19-01564
2019-12-11:04:37:44 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7633615

EXHIBIT 1

PROPERTY TO HUSBAND, JOHN TOWNLEY

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

The parties' beneficial interest in the Southern Illinois Wetlands Preservations Trust except the interest in the 2001 Corvette assigned to Wife.

The parties' beneficial interest in the New Jersey Water Way Trust
--

The parties' beneficial interest in the Growing Vines of Oregon Trust

The parties' beneficial interest in the Idaho Wild Donkey Rescue Trust
--

PERSONAL EFFECTS

Furniture and furnishings in his possession

FILED
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2019-12-11 04:37:44 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7633615

EXHIBIT 2

PROPERTY TO WIFE, ROCHELLE MEZZANO

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

EXHIBIT 4

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.
500 Damonte Ranch Parkway, Suite 675
3 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

Defendants.

19 **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND**
20 **DECREE OF DIVORCE**

21 TO: Rochelle Mezzano:

22 PLEASE TAKE NOTICE that the above-entitled Court entered the Findings of
23 Fact, Conclusions of Law and Decree of Divorce in this matter on December 11, 2019.

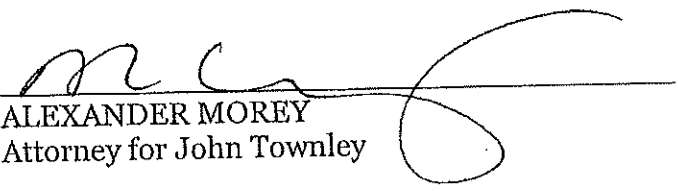
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1
2 Under NRS 239B.030 the undersigned affirms the preceding contains no social
3 security number.

4 Dated this 12th day of December 2019.

5 SILVERMAN KATTELMAN SPRINGGATE, CHTD.
6

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9 ALEXANDER MOREY
10 Attorney for John Townley
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Code:
1 Gary R. Silverman (NSB# 409) Michael V. Kattelman (NSB#6703)
2 John P. Springgate (NSB# 1356) Alexander C. Morey (NSB#11216)
3 Kenton Karrassch (NSB#13515) Benjamin Albers (NSB#11895)
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5 500 Damonite 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**
11 **OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
12 **IN AND FOR THE COUNTY OF WASHOE**

13 JOHN TOWNLEY,

14 Plaintiff

Case No. DV19-01564

15 vs.

Dept. 13

16 ROCHELLE MEZZANO and
17 DOES I through XX,
18 to include Doe individuals,
19 corporations, limited liability companies,
20 partnerships, trusts, limited partnerships,
21 and such other individuals or entities
22 as may exist or be formed

23 Defendants.

24 **FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE OF DIVORCE**

25 The Court having considered the verified Complaint of Plaintiff, John Townley,
26 praying for a Decree of Divorce, Plaintiff's Affidavit, the Affidavit of Plaintiff's resident
27 witness; the Default of the Defendant being duly entered; the Defendant having been
28 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.

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

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

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

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

13 *Fredrick E. Rapp*
14 DISTRICT JUDGE

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

Exhibit Number	Description	Number of Pages
1	Property to John Townley	2
2	Property to Rochelle Mezzano	1
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CERTIFICATE OF MAILING

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

Rochelle Mezzano
735 Aesop Ct.
Reno, NV 89512

CERTIFICATE OF ELECTRONIC SERVICE

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

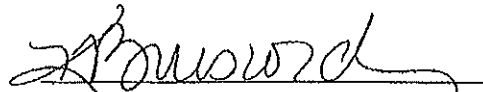
Alexander Morey, Esq.
(for John Townley)

Attention

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

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

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


Court Clerk

FILED
Electronically
DV19-01564
2019-12-11 04:37:44 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7633615

EXHIBIT 1

PROPERTY TO HUSBAND, JOHN TOWNLEY

REAL PROPERTY
145 Redstone Dr., Reno NV APN 003-35-109
3120 Achilles Drive & 855 Atlas Ct., Reno NV APN 003-50-203
1532 F Street, Sparks, NV APN 031-35-215
CASH
Optum HSA x7669
Heritage accounts:
x4842, x6457, x2218
Personal account X2232
IRS money held on account
Fidelity x6512
Coins/Gold
Gold money x9416
GUOOT Trust x6982
SIWPT Trust x8359
IWDKT Trust x6974
NJWWT Trust
x8809
VEHICLES
1965 Pontiac Tempest-GTO VIN 237375P309242
2007 Ram 4x4 VIN 1DSKS28C87J536266
2001 Chevy Corvette Z VIN 1G1YY12S915113880 and/or the parties' beneficial interest in the vehicle via the Southern Illinois Wetlands Preservation Trust such that upon distribution of the vehicle from the trust all right, title, and interest shall be owned by Husband
1986 Chevy 1520 4x4 PU VIN 1GCGK24M9GF347349 and/or the parties' beneficial interest in the vehicle via the Southern Illinois Wetlands Preservation Trust such that upon distribution of the vehicle from the trust all right, title, and interest shall be owned by Husband
2006 Toy Hauler VIN 5LZBE19236S003527 and/or the parties' beneficial interest in the vehicle via the Southern Illinois Wetlands Preservation Trust such that upon distribution of the vehicle from the trust all right, title, and interest shall be owned by Husband
1997 Pace trailer VIN 4P2AB1623VUD05970
2014 RZR VIN 4XAST1EA3EF365436
2014 Polaris ATV
DEBTS
Citi-Costco account ending in X7943
Cabela's-Capitol One account ending in X1107
Wells Fargo account ending in X3206
All other debts in Mr. Townley's sole name or incurred by him for his benefit.
TRUSTS

The parties' beneficial interest in the Southern Illinois Wetlands Preservations Trust except the interest in the 2001 Corvette assigned to Wife.

The parties' beneficial interest in the New Jersey Water Way Trust
--

The parties' beneficial interest in the Growing Vines of Oregon Trust

The parties' beneficial interest in the Idaho Wild Donkey Rescue Trust
--

PERSONAL EFFECTS

Furniture and furnishings in his possession

FILED
Electronically
DV19-01564
2019-12-11 04:37:44 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7633615

EXHIBIT 2

PROPERTY TO WIFE, ROCHELLE MEZZANO

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

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 Findings of Fact, Conclusions of Law and Decree of Divorce
6 the party(ies) identified below by:

- 7
8 ☒ Placing an original or true copy thereof in a sealed envelope, postage
9 prepaid for collection and mailing in the United States Mail at Reno,
10 Nevada to
11 ☐ Hand Delivery
12 ☐ Facsimile to the following numbers:
13 ☐ Federal Express or other overnight delivery
14 ☐ Reno Carson Messenger Service
15 ☐ Certified Mail, Return receipt requested
16 ☐ Electronically, using Second Judicial District Court's ECF system.
17
18 ☒ Email: rochellemezzano@yahoo.com

19 addressed to:

20
21 Rochelle Mezzano
22 735 Aesop Ct.
23 Reno, NV 89512

24 Dated this 12 day of December 2019.

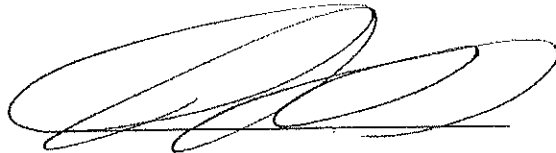
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EXHIBIT 5



VIA FACSIMILE
January 4, 2020

Alexander Morey, Esq.
Silverman Kattelman Springgate, Chtd.
500 Damonte Ranch Parkway, Suite 675
Reno, Nevada 89521
775-322-3649 (fax)

Re: *Townley v. Mezzano, et al.*
DV19-01564

Dear Mr. Morey:

Please take notice that I represent Rochello Mezzano in the above-referenced matter.

I am informed that you have a default Decree of Divorce in place. It is my intention to file to set aside the same. Please advise your client not to remarry or otherwise dispose of marital assets as I will be requesting that the entire Decree be set aside, including the dissolution of the marriage. A basis for the set aside is that my client was not properly served.

Please advise if you are willing to stipulate to set aside the Decree. If so, I will draft up the paperwork. My client is also willing to entertain a fair settlement of this matter. Once I am familiar with the underlying facts, I can discuss the same with you.

For expediency, I am presently preparing the Motion to Set Aside. Even once filed, we can negotiate a fair resolution to the case. It is my understanding that the Decree did not equally divide the community assets. As stated, at present I am concentrating on the set aside. I will familiarize myself with the underlying facts of the case so I can speak about the matter properly.

Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

F. Peter James, Esq.

3821 WEST CHARLESTON BOULEVARD, SUITE 250
LAS VEGAS, NEVADA 89102
702-256-0087
702-256-0145(FAX)

EXHIBIT 6

Case Information

Case Description: DV19-01564 - **SEAL** JOHN TOWNLEY VS ROCHELLE MEZZANO (D13)
Filing Date: 09/24/2019
Case Type: DO - DIVORCE - WITHOUT CHILDREN
Status: Case Disposed

Case Cross Reference

Cross Reference Number
SCN 81379

Case Parties

Seq	Type	Name
2	ATTY - Attorney	Morey, Esq., Alexander C.
3	DEFT - Defendant	MEZZANO, ROCHELLE
4	ATTY - Attorney	Albers, Esq., Benjamin
5	ATTY - Attorney	Karrasch, Esq, Kenton Craig
6	ATTY - Attorney	Springgate, Esq., John P.
7	ATTY - Attorney	Kattelman, Esq., Michael V.
8	ATTY - Attorney	Silverman, Esq., Gary Robert
9	PLTF - Plaintiff	TOWNLEY, JOHN
12	JUDG - Judge	ROBB, BRIDGET
13	ATTY - Attorney	James, Esq., F. Peter

Event Information

Date/Time	Hearing Judge	Event Description	Outcome
05/12/2020 at 1:22 PM	Honorable BRIDGET ROBB	S1 - Request for Submission	S200 - Request for Submission Complet filed on: 05/22/2020 Extra Text:
04/08/2020 at 1:41 PM	Honorable BRIDGET ROBB	S1 - Request for Submission	S200 - Request for Submission Complet filed on: 05/22/2020 Extra Text: ORDER DENYING MOTION TO SET ASIDE DECREE OF DIVORCE AND FOR RELATED RELIEF S200 - Request for Submission Complet filed on: 05/27/2020 Extra Text: 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
03/30/2020 at 2:59 PM	Honorable BRIDGET ROBB	S4 - Request for Submission	S200 - Request for Submission Complet filed on: 05/29/2020 Extra Text: ORDER REGARDING MOTION TO JOIN IRREVOCABLE TRUST TO FACILITATE DISTRIBUTION OF COMMUNITY PROPERTY POST- DIVORCE AND ORDER DIRECTING DISTRIBUTION OF ASSETS FROM TRUSTS
03/30/2020 at 2:56 PM	Honorable BRIDGET ROBB	S3 - Request for Submission	S200 - Request for Submission Complet filed on: 05/27/2020 Extra Text: 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
03/30/2020 at 2:15 PM	Honorable BRIDGET ROBB	S2 - Request for Submission	S200 - Request for Submission Complet filed on: 05/27/2020 Extra Text: ORDER REGARDING MOTION VESTING
03/30/2020 at 2:51 PM	Honorable BRIDGET ROBB	S1 - Request for Submission	S200 - Request for Submission Complet filed on: 05/27/2020 Extra Text: ORDER REGARDING MOTION VESTING

		TITLE TO REAL PROPERTY IN PLAINTIFF; IN THE ALTERNATIVE, MOTION FOR CLERK OF COURT TO EXECUTE DEED AS ATTORNEY IN FACT
02/18/2020 at 9:00 AM	Honorable BRIDGET ROBB	H185 - CASE MANAGEMENT CONFERENCE D845 - Vacated filed on: 12/23/2019 Extra Text:
02/06/2020 at 9:30 AM	Honorable BRIDGET ROBB	H185 - CASE MANAGEMENT CONFERENCE D844 - Vacated-Reset filed on: 10/31/2019 Extra Text: RESET TO 2/18/20
12/11/2019 at 3:30 PM	Honorable BRIDGET ROBB	H364 - HEARING... D640 - Ord Entered filed on: 12/11/2019 Extra Text: DECREE OF DIVORCE ENTERED; CLERK: KBRUNSVOLD/JAVS(D13)
10/02/2019 at 2:01 PM	Honorable BRIDGET ROBB	S1 - Request for Submission S200 - Request for Submission Complet filed on: 10/07/2019 Extra Text: ORDER SEALING FILE AND MAKING TRIAL PRIVATE

Docket Entry Information

Docket Description	Date Filed	Extra Text
2490 - Motion ...	07/07/2020	Extra Text: MOTION FOR ENTRY OF EX PARTE ORDER APPOINTING CLERK OF THE COURT, DEFENDANT'S ATTORNEY IN FACT FOR EXECUTION OF DEED - Transaction 7958879 - Approved By: CSULEZIC : 07-07-2020:14:41:45
NEF - Proof of Electronic Service	07/07/2020	Extra Text: Transaction 7958893 - Approved By: NOREVIEW : 07-07- 2020:14:42:42
1188 - Supreme Court Receipt for Doc	06/30/2020	Extra Text: SUPREME COURT NO. 81379 / RECEIPT FOR DOCUMENTS - Transaction 7948861 - Approved By: NOREVIEW : 06-30-2020:10:21:05
1187 - **Supreme Court Case No. ...	06/30/2020	Extra Text: SUPREME COURT NO. 81379 - R MEZZANO
NEF - Proof of Electronic Service	06/30/2020	Extra Text: Transaction 7948864 - Approved By: NOREVIEW : 06-30- 2020:10:21:56
NEF - Proof of Electronic Service	06/17/2020	Extra Text: Transaction 7929562 - Approved By: NOREVIEW : 06-17- 2020:12:10:58
PAYRC - **Payment Receipted	06/17/2020	Extra Text: A Payment of \$500.00 was made on receipt DCFC84560.
SAB - **Supreme Court Appeal Bond	06/17/2020	Extra Text: Transaction 7929540 - Approved By: CAGUILAR : 06-17- 2020:12:10:07
NEF - Proof of Electronic Service	06/16/2020	Extra Text: Transaction 7927874 - Approved By: NOREVIEW : 06-16- 2020:14:14:48
NEF - Proof of Electronic Service	06/16/2020	Extra Text: Transaction 7927981 - Approved By: NOREVIEW : 06-16- 2020:14:46:20
NEF - Proof of Electronic Service	06/16/2020	Extra Text: Transaction 7927749 - Approved By: NOREVIEW : 06-16- 2020:13:53:02
2610 - Notice ...	06/16/2020	Extra Text: NOTICE OF APPEAL DEFICIENCY - Transaction 7927739 - Approved By: CAGUILAR : 06-16-2020:13:52:01
2610 - Notice ...	06/16/2020	Extra Text: NOTICE OF APPEAL DEFICIENCY - Transaction 7927862 - Approved By: CAGUILAR : 06-16-2020:14:11:45
1350 - Certificate of Clerk	06/16/2020	Extra Text: CERTIFIC OF CLERKS AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 7927979 - Approved By: NOREVIEW : 06-16- 2020:14:45:24
NEF - Proof of Electronic Service	06/15/2020	Extra Text: Transaction 7924084 - Approved By: NOREVIEW : 06-15- 2020:08:16:43
PAYRC - **Payment Receipted	06/15/2020	Extra Text: A Payment of \$24.00 was made on receipt DCFC84526.

\$2515 -	06/12/2020	Extra Text: Notice of Appeal - Transaction 7923736 - Approved By: CAGUILAR : 06-15-2020:08:14:00
\$Notice/Appeal		
Supreme Court		
1310 - Case	06/12/2020	Extra Text: Case Appeal Statement - Transaction 7923741 - Approved By: NOREVIEW : 06-12-2020:17:10:19
Appeal Statement		
NEF - Proof of	06/12/2020	Extra Text: Transaction 7923742 - Approved By: NOREVIEW : 06-12-2020:17:11:07
Electronic Service		
NEF - Proof of	06/01/2020	Extra Text: Transaction 7901396 - Approved By: NOREVIEW : 06-01-2020:11:38:30
Electronic Service		
2540 - Notice of	06/01/2020	Extra Text: Transaction 7901395 - Approved By: NOREVIEW : 06-01-2020:11:37:40
Entry of Ord		
NEF - Proof of	05/29/2020	Extra Text: Transaction 7899949 - Approved By: NOREVIEW : 05-29-2020:15:13:11
Electronic Service		
3370 - Order ...	05/29/2020	Extra Text: ORDER REGARDING MOTION TO JOIN IRREVOCABLE TRUST TO FACILITATE DISTRIBUTION OF COMMUNITY PROPERTY POST-DIVORCE AND ORDER DIRECTING DISTRIBUTION OF ASSETS FROM TRUSTS - Transaction 7899946 - Approved By: NOREVIEW : 05-29-2020:15:12:11
2540 - Notice of	05/28/2020	Extra Text: Transaction 7897117 - Approved By: NOREVIEW : 05-28-2020:12:31:01
Entry of Ord		
NEF - Proof of	05/28/2020	Extra Text: Transaction 7897121 - Approved By: NOREVIEW : 05-28-2020:12:31:58
Electronic Service		
2540 - Notice of	05/28/2020	Extra Text: Transaction 7897117 - Approved By: NOREVIEW : 05-28-2020:12:31:01
Entry of Ord		
2540 - Notice of	05/28/2020	Extra Text: Transaction 7897117 - Approved By: NOREVIEW : 05-28-2020:12:31:01
Entry of Ord		
3060 - Ord	05/27/2020	Extra Text: ORDER GRANTING MOTION FOR ORDER REQUIRING DEFENDANT TO REMOVE PLAINTIFF'S LIABILITY ON MORTGAGE... - Transaction 7895354 - Approved By: NOREVIEW : 05-27-2020:15:17:36
Granting Mtn ...		
NEF - Proof of	05/27/2020	Extra Text: Transaction 7895364 - Approved By: NOREVIEW : 05-27-2020:15:18:46
Electronic Service		
NEF - Proof of	05/27/2020	Extra Text: Transaction 7895383 - Approved By: NOREVIEW : 05-27-2020:15:21:25
Electronic Service		
3370 - Order ...	05/27/2020	Extra Text: 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 - Transaction 7895376 - Approved By: NOREVIEW : 05-27-2020:15:20:28
NEF - Proof of	05/27/2020	Extra Text: Transaction 7895403 - Approved By: NOREVIEW : 05-27-2020:15:24:26
Electronic Service		
3370 - Order ...	05/27/2020	Extra Text: ORDER REGARDING MOTION VESTING TITLE TO REAL PROPERTY IN PLAINTIFF; IN THE ALTERNATIVE, MOTION FOR CLERK OF COURT TO EXECUTE DEED AS ATTORNEY IN FACT - Transaction 7895397 - Approved By: NOREVIEW : 05-27-2020:15:23:23
2540 - Notice of	05/26/2020	Extra Text: Transaction 7891858 - Approved By: NOREVIEW : 05-26-2020:11:19:25
Entry of Ord		
NEF - Proof of	05/26/2020	Extra Text: Transaction 7891865 - Approved By: NOREVIEW : 05-26-2020:11:20:21
Electronic Service		
2842 - Ord	05/22/2020	Extra Text: ORDER DENYING MOTION TO SET ASIDE DECREE OF DIVORCE AND FOR RELATED RELIEF - Transaction 7890459 - Approved By: NOREVIEW : 05-22-2020:14:53:28
Denying Motion		
NEF - Proof of	05/22/2020	Extra Text: Transaction 7890467 - Approved By: NOREVIEW : 05-22-2020:14:54:25
Electronic Service		
3860 - Request	05/12/2020	Extra Text: Transaction 7872406 - Approved By: NOREVIEW : 05-12-2020:11:06:07 DOCUMENT TITLE: MOTION TO SET ASIDE DECREE OF DIVORCE AND RELATED RELIEF (NO ORDER ATTACHED) PARTY SUBMITTING: F PETER JAMES ESQ DATE SUBMITTED: 5/12/20
for Submission		
	05/12/2020	SUBMITTED BY: JBYE DATE RECEIVED JUDGE OFFICE:

NEF - Proof of Electronic Service		Extra Text: Transaction 7872417 - Approved By: NOREVIEW : 05-12-2020:11:07:07
NEF - Proof of Electronic Service	04/08/2020	Extra Text: Transaction 7827094 - Approved By: NOREVIEW : 04-08-2020:13:43:57
3860 - Request for Submission	04/08/2020	Extra Text: Transaction 7827090 - Approved By: NOREVIEW : 04-08-2020:13:42:49 DOCUMENT TITLE: MOTION TO SET ASIDE DIVORCE DECREE AND FOR RELATED RELIEF (NO ORDER) PARTY SUBMITTING: ALEXANDER MOREY DATE SUBMITTED: 4/8/2020 SUBMITTED BY: AZAMORA DATE RECEIVED JUDGE OFFICE:
3860 - Request for Submission	03/30/2020	Extra Text: Transaction 7814843 - Approved By: JBYE : 03-30-2020:14:44:41 DOCUMENT TITLE: MOTION TO JOIN IRREVOCABLE TRUST TO FACILITATE DISTRIBUTION OF COMMUNITY PROPERTY POST DIVORCE AND MOTION FOR ORDER DIRECTING DISTRIBUTION OF ASSETS FROM TRUSTS (NO ORDER ATTACHED) PARTY SUBMITTING: ALEXANDER MOREY ESQ DATE SUBMITTED: 3/30/2020 SUBMITTED BY: JBYE DATE RECEIVED JUDGE OFFICE:
3860 - Request for Submission	03/30/2020	Extra Text: Transaction 7814843 - Approved By: JBYE : 03-30-2020:14:44:41 DOCUMENT TITLE: MOTION FOR ORDERING DIRECTING DELIVERY OF FUNDS DUE DEFENDANT PURSUANT TO DIVORCE AND PAPERS AND THINGS RELATED TO DEFENDANT'S PROPERTY TO LAST KNOWN RESIDENCE (NO ORDER ATTACHED) PARTY SUBMITTING: ALEXANDER MOREY ESQ DATE SUBMITTED: 3/30/2020 SUBMITTED BY: JBYE DATE RECEIVED JUDGE OFFICE:
3860 - Request for Submission	03/30/2020	Extra Text: Transaction 7814843 - Approved By: JBYE : 03-30-2020:14:44:41 DOCUMENT TITLE: MOTION VESTING TITLE TO REAL PROPERTY IN PLAINTIFF: IN THE ALTERNATIVE, MOTION FOR CLERK OF COURT TO EXECUTE DEED AS ATTORNEY IN FACT (NO ORDER ATTACHED) PARTY SUBMITTING: ALEXANDER MOREY ESQ DATE SUBMITTED: 3/30/2020 SUBMITTED BY: JBYE DATE RECEIVED JUDGE OFFICE:
3795 - Reply...	03/30/2020	Extra Text: TO CONSOLIDATED OPPOSITIONS TO MOTIONS FILED MARCH 3 2020 - Transaction 7814843 - Approved By: JBYE : 03-30-2020:14:44:41
2645 - Opposition to Mtn ...	03/30/2020	Extra Text: TO SET ASIDE DECREE OF DIVORCE AND FOR RELATED RELIEF - Transaction 7814843 - Approved By: JBYE : 03-30-2020:14:44:41
3860 - Request for Submission	03/30/2020	Extra Text: Transaction 7814843 - Approved By: JBYE : 03-30-2020:14:44:41 DOCUMENT TITLE: 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 MORTGAGE (NO ORDER ATTACHED) PARTY SUBMITTING: ALEXANDER MOREY ESQ DATE SUBMITTED: 3/30/2020 SUBMITTED BY: JBYE DATE RECEIVED JUDGE OFFICE:
NEF - Proof of Electronic Service	03/30/2020	Extra Text: Transaction 7814976 - Approved By: NOREVIEW : 03-30-2020:14:45:55
2460 - Mtn Set Aside Default Judg	03/23/2020	Extra Text: Motion to Set Aside Decree of Divorce and for Related Relief - Transaction 7804204 - Approved By: JBYE : 03-23-2020:11:37:48
PAYRC - **Payment Received	03/23/2020	Extra Text: A Payment of \$202.00 was made on receipt DCFC84044.
\$1565 - \$Def 1st Appearance - DV	03/23/2020	Extra Text: Transaction 7804204 - Approved By: JBYE : 03-23-2020:11:37:48
NEF - Proof of Electronic Service	03/23/2020	Extra Text: Transaction 7804512 - Approved By: NOREVIEW : 03-23-2020:12:23:13
2645 - Opposition to Mtn ...	03/23/2020	Extra Text: Consolidated Oppositions to Motions Filed March 3, 2020 - Transaction 7804450 - Approved By: SACORDAG : 03-23-2020:12:22:06
NEF - Proof of Electronic Service	03/23/2020	Extra Text: Transaction 7804322 - Approved By: NOREVIEW : 03-23-2020:11:39:01
	03/22/2020	

1740 - Financial Declaration ...		Extra Text: Rochelle Mezzano General Financial Disclosure Form - Transaction 7803304 - Approved By: NOREVIEW : 03-22-2020:13:21:34
NEF - Proof of Electronic Service	03/22/2020	Extra Text: Transaction 7803305 - Approved By: NOREVIEW : 03-22-2020:13:22:28
NEF - Proof of Electronic Service	03/20/2020	Extra Text: Transaction 7802286 - Approved By: NOREVIEW : 03-20-2020:14:34:28
2610 - Notice ...	03/20/2020	Extra Text: OF EXTENSION OF TIME TO FILE RESPONSES - Transaction 7802271 - Approved By: NMASON : 03-20-2020:14:33:25
NEF - Proof of Electronic Service	03/17/2020	Extra Text: Transaction 7797122 - Approved By: NOREVIEW : 03-17-2020:16:35:34
NEF - Proof of Electronic Service	03/17/2020	Extra Text: Transaction 7796473 - Approved By: NOREVIEW : 03-17-2020:13:59:05
1067 - Affidavit of Service	03/17/2020	Extra Text: MARIA MOYA 3/9/2020 Transaction 7796464 - Approved By: NOREVIEW : 03-17-2020:13:57:26
2610 - Notice ...	03/17/2020	Extra Text: NOTICE OF EXTENSION OF TIME TO FILE RESPONSES - Transaction 7797058 - Approved By: YVILORIA : 03-17-2020:16:34:12
2520 - Notice of Appearance	03/13/2020	Extra Text: Notice of Appearance of Counsel F PETER JAME ESQ - Transaction 7791841 - Approved By: JBYE : 03-13-2020:13:01:48
NEF - Proof of Electronic Service	03/13/2020	Extra Text: Transaction 7791898 - Approved By: NOREVIEW : 03-13-2020:13:02:46
NEF - Proof of Electronic Service	03/09/2020	Extra Text: Transaction 7782694 - Approved By: NOREVIEW : 03-09-2020:15:16:08
1520 - Declaration	03/09/2020	Extra Text: OF PERSONAL SERVICE ROCHELLE MEZZANO 3/4/2020 Transaction 7782685 - Approved By: NOREVIEW : 03-09-2020:15:14:32
2490 - Motion ...	03/03/2020	Extra Text: FOR ORDER DIRECTING DELIVERY OF FUNDS DUE DEFENDANT PURUSANT TO DIVORCE AND PAPERS AND THINGS RELATING TO DEFENDANT'S PROPERTY TO LAST KNOWN RESIDENCE - Transaction 7772427 - Approved By: JBYE : 03-03-2020:16:08:27
2490 - Motion ...	03/03/2020	Extra Text: TO JOIN IRREVOCABLE TRUST TO FACILITATE DISTRIBUTION OF COMMUNITY PROPERTY POST-DIVORCE AND MOTION FOR ORDER DIRECTING DISTRIBUTION OF ASSETS FROM TRUSTS - Transaction 7772427 - Approved By: JBYE : 03-03-2020:16:08:27
2490 - Motion ...	03/03/2020	Extra Text: FOR ORDER REQUIRING DEFENDANT TO REMOVE PLAINTIFF' 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 MORTGAGE - Transaction 7772427 - Approved By: JBYE : 03-03-2020:16:08:27
NEF - Proof of Electronic Service	03/03/2020	Extra Text: Transaction 7772451 - Approved By: NOREVIEW : 03-03-2020:16:09:26
2490 - Motion ...	03/03/2020	Extra Text: VESTING TITLE TO REAL PROPERTY IN PLAINTIFF; IN THE ALTERNATIVE, MOTION FOR CLERK OF COURT TO EXECUTE DEED AS ATTORNEY IN FACT - Transaction 7772427 - Approved By: JBYE : 03-03-2020:16:08:27
F255 - Setld/Withdrn with Jud Conf/Hg MCONF - **Confidential Minutes	12/31/2019	Extra Text:
NEF - Proof of Electronic Service	12/23/2019	Extra Text: 12-11-2019 DEFAULT HEARING - Transaction 7651524 - Approved By: NOREVIEW : 12-23-2019:08:25:54
2530 - Notice of Entry of Decree	12/12/2019	Extra Text: Transaction 7651527 - Approved By: NOREVIEW : 12-23-2019:08:26:53
NEF - Proof of Electronic Service	12/12/2019	Extra Text: Transaction 7634974 - Approved By: NOREVIEW : 12-12-2019:11:44:35
NEF - Proof of Electronic Service	12/11/2019	Extra Text: Transaction 7634976 - Approved By: NOREVIEW : 12-12-2019:11:45:36
12/11/2019		Extra Text: Transaction 7633642 - Approved By: NOREVIEW : 12-11-2019:16:42:44

1540 - Decree of Divorce		Extra Text: Transaction 7633615 - Approved By: NOREVIEW : 12-11-2019:16:39:26
1521 - Declaration of Resident Witness	11/27/2019	Extra Text: Transaction 7611019 - Approved By: NOREVIEW : 11-27-2019:09:54:53
NEF - Proof of Electronic Service	11/27/2019	Extra Text: Transaction 7611023 - Approved By: NOREVIEW : 11-27-2019:09:55:52
1225 - Application Default Judgment	11/27/2019	Extra Text: Transaction 7611019 - Approved By: NOREVIEW : 11-27-2019:09:54:53
NEF - Proof of Electronic Service	11/19/2019	Extra Text: Transaction 7597504 - Approved By: NOREVIEW : 11-19-2019:16:31:35
1225 - Application Default Judgment	11/19/2019	Extra Text: Transaction 7596467 - Approved By: JBYE : 11-19-2019:16:27:50
1075 - Affidavit	11/19/2019	Extra Text: Transaction 7596467 - Approved By: JBYE : 11-19-2019:16:27:50
...		Extra Text: OF INTENTENT TO TAKE DEFAULT Transaction 7596467 - Approved By: JBYE : 11-19-2019:16:27:50
2610 - Notice ...	11/19/2019	Extra Text: Transaction 7596467 - Approved By: JBYE : 11-19-2019:16:27:50
2523 - Notice of Case Mgt Conference	11/19/2019	Extra Text: Transaction 7567794 - Approved By: NOREVIEW : 11-01-2019:10:50:27
1520 - Declaration	11/01/2019	Extra Text: Transaction 7569005 - Approved By: NOREVIEW : 11-01-2019:16:28:45
1550 - Default	11/01/2019	Extra Text: Transaction 7569013 - Approved By: NOREVIEW : 11-01-2019:16:29:57
NEF - Proof of Electronic Service	11/01/2019	Extra Text: Transaction 7567799 - Approved By: NOREVIEW : 11-01-2019:10:53:36
NEF - Proof of Electronic Service	11/01/2019	Extra Text: NOTICE OF INTENT TO TAKE DEFAULT - Transaction 7561807 - Approved By: YVILORIA : 10-29-2019:13:52:26
2610 - Notice ...	10/29/2019	Extra Text: Transaction 7561872 - Approved By: NOREVIEW : 10-29-2019:13:53:19
NEF - Proof of Electronic Service	10/29/2019	Extra Text: ON 10/4/2019 TO ROCHELLE MEZZANO Transaction 7558368 - Approved By: NOREVIEW : 10-28-2019:09:45:00
4085 - Summons Filed	10/28/2019	Extra Text: Transaction 7558376 - Approved By: NOREVIEW : 10-28-2019:09:46:20
NEF - Proof of Electronic Service	10/28/2019	Extra Text: Transaction 7527009 - Approved By: NOREVIEW : 10-08-2019:13:47:17
2540 - Notice of Entry of Ord	10/08/2019	Extra Text: Transaction 7527009 - Approved By: NOREVIEW : 10-08-2019:13:47:17
2605 - Notice to Set	10/08/2019	Extra Text: Transaction 7527019 - Approved By: NOREVIEW : 10-08-2019:13:48:41
NEF - Proof of Electronic Service	10/08/2019	Extra Text: Transaction 7525339 - Approved By: NOREVIEW : 10-07-2019:16:45:27
NEF - Proof of Electronic Service	10/07/2019	Extra Text: ORDER SEALING FILE AND MAKING TRIAL PRIVATE - Transaction 7525337 - Approved By: NOREVIEW : 10-07-2019:16:44:29
3225 - Ord Sealing ...	10/07/2019	Extra Text: Transaction 7522920 - Approved By: NOREVIEW : 10-07-2019:08:10:56
NEF - Proof of Electronic Service	10/07/2019	Extra Text: ORDER ACCEPTING REASSIGNMENT OF CASE - Transaction 7522917 - Approved By: NOREVIEW : 10-07-2019:08:09:57
2665 - Ord Accepting Reassignment	10/07/2019	
CHECK - **Trust Disbursement	10/02/2019	Extra Text: A Disbursement of \$450.00 on Check Number 10987
NEF - Proof of Electronic Service	10/02/2019	Extra Text: Transaction 7516437 - Approved By: NOREVIEW : 10-02-2019:13:43:57
3860 - Request for Submission	10/02/2019	Extra Text: EX PARTE MOTION TO SEAL FILE AND MAKE TRIAL PRIVATE (PAPER PROVIDED) - Transaction 7515858 - Approved By:

CSULEZIC : 10-02-2019:13:42:30 DOCUMENT TITLE: EX PARTE MOTION
TO SEASL FILE AND MAKE TRIAL PRIVATE PARTY SUBMITTING:
ALEXANDER C. MOREY, ESQ. DATE SUBMITTED: 2 OCT 2019
SUBMITTED BY: KHUDSON DATE RECEIVED JUDGE OFFICE:

4090 - **
Summons Issued 10/02/2019
1312 - Case
Assignment 10/01/2019
Notification
\$3375 -
\$Peremptory 10/01/2019
Challenge
PAYRC -
**Payment 10/01/2019
Receipted
NEF - Proof of 10/01/2019
Electronic Service
NEF - Proof of 10/01/2019
Electronic Service
1312 - Case
Assignment 09/30/2019
Notification
NEF - Proof of 09/30/2019
Electronic Service
3161 - Ord of 09/29/2019
Recusal
NEF - Proof of 09/29/2019
Electronic Service
NEF - Proof of 09/25/2019
Electronic Service
1312 - Case
Assignment 09/25/2019
Notification
\$1435 -
\$Complaint- 09/24/2019
Divorce No
Children
NEF - Proof of 09/24/2019
Electronic Service
FCIS - Family 09/24/2019
Court Info Sheet
3161 - Ord of 09/24/2019
Recusal
PAYRC -
**Payment 09/24/2019
Receipted

Extra Text:

Extra Text: RANDOMLY REASSIGNED TO D13 FROM D12 DUE TO
PEREMPTORY CHALLENGE FILED 10/1/19 - Transaction 7514724 -
Approved By: NOREVIEW : 10-01-2019:15:55:42

Extra Text: JOHN TOWNLEY - Transaction 7514101 - Approved By:
CSULEZIC : 10-01-2019:14:43:58

Extra Text: A Payment of \$450.00 was made on receipt DCFC82778.

Extra Text: Transaction 7514362 - Approved By: NOREVIEW : 10-01-
2019:14:45:11

Extra Text: Transaction 7514734 - Approved By: NOREVIEW : 10-01-
2019:15:57:04

Extra Text: RANDOMLY REASSIGNED TO D12 FROM D11 DUE TO
ORDER OF RECUSAL FILED 9/29/19 - Transaction 7510256 - Approved By:
NOREVIEW : 09-30-2019:10:28:11

Extra Text: Transaction 7510262 - Approved By: NOREVIEW : 09-30-
2019:10:29:12

Extra Text: Transaction 7509673 - Approved By: NOREVIEW : 09-29-
2019:12:19:50

Extra Text: Transaction 7509675 - Approved By: NOREVIEW : 09-29-
2019:12:20:40

Extra Text: Transaction 7502529 - Approved By: NOREVIEW : 09-25-
2019:09:12:28

Extra Text: RANDOMLY REASSIGNED TO D11 FROM D2 DUE TO ORDER
OF RECUSAL FILED 9/24/19 - Transaction 7502526 - Approved By:
NOREVIEW : 09-25-2019:09:11:31

Extra Text: COMPLAINT FOR DIVORCE (NO CHILDREN) - Transaction
7501788 - Approved By: YVILORIA : 09-24-2019:15:57:19

Extra Text: Transaction 7502100 - Approved By: NOREVIEW : 09-24-
2019:16:37:10

Extra Text: CONFIDENTIAL FAMILY COURT INFORMATION SHEET -
Transaction 7501788 - Approved By: YVILORIA : 09-24-2019:15:57:19

Extra Text: Transaction 7502089 - Approved By: NOREVIEW : 09-24-
2019:16:36:00

Extra Text: A Payment of \$289.00 was made on receipt DCFC82723.

Notice: This is NOT an Official Court Record

EXHIBIT 7

1 CODE:
2
3
4
5

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 Defendant.
15 _____/

Case No. DV19-01564

Dept. No. 13

16
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*
20 *Decree of Divorce and for Related Relief* ("the Motion to Set Aside"), submitted on April 8,
21 2020. It now finds and orders as follows:

22 Findings of Fact

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