

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

2  
3           ROCHELLE MEZZANO,

4                   Appellant,

5           vs.

6           JOHN TOWNLEY,

7                   Respondent.

No.: 81379

**APPELLANT'S**

Electronically Filed  
Feb 02 2021 10:03 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

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Code:

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

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

JOHN TOWNLEY,

Plaintiff

Case No.

vs.

Dept.

ROCHELLE MEZZANO and  
DOES I through XX,  
to include Doe individuals,  
corporations, limited liability companies,  
partnerships, trusts, limited partnerships,  
and such other individuals or entities  
as may exist or be formed

Defendants.

**COMPLAINT FOR DIVORCE  
(no children)**

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

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

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

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

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

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

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

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

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

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

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

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

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

21 WHEREFORE, Plaintiff prays and demands judgment as follows:

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

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

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

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

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**AFFIRMATION**

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

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

SILVERMAN KATTELMAN SPRINGGATE, CHTD.

  
ALEXANDER C. MOREY  
ATTORNEY FOR PLAINTIFF

1 **VERIFICATION**

2  
3 STATE OF NEVADA )

4 : ss

5 COUNTY OF WASHOE )

6  
7 COMES NOW JOHN TOWNLEY, being first duly sworn under penalty of perjury  
8 and deposes and says:

9 1. I am the Plaintiff herein.

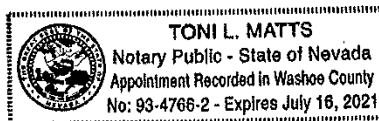
10 2. I make this verification of my own personal knowledge, information and  
11 belief.

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

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

17  
18  
19  
20 Subscribed and sworn to before me  
21 By John Townley

22 this 24 day of Sept 2019,



Notary Public



IN THE FAMILY DIVISION  
OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

JOHN TOWNLEY,

Plaintiff

Case No. DV19-01564

vs.

Dept. No. 2

ROCHELLE MEZZANO,

Defendant.

**ORDER OF RECUSAL AND RANDOM REASSIGNMENT**

Canon 2 of the Revised Nevada Code of Judicial Conduct provides that a "judge shall perform the duties of judicial office impartially, competently, and diligently." Rule 2.11 under that Canon states that a judge "shall disqualify himself or herself in any proceeding in which the judge's impartiality might reasonably be questioned."

This matter was assigned to the Honorable Dixie Grossman ("Judge Grossman"). Judge Grossman has been close friends with Alexander Morey for several years and frequently socializes with him. Therefore, Judge Grossman's relationship may be perceived as Judge Grossman lacking impartiality and may be questioned in this matter.

Based on the foregoing, Judge Grossman voluntarily recuses herself from this matter. This case shall be randomly reassigned. Any motion currently under submission, must be resubmitted to the new department. Any hearing set in Department 2 must be reset in the new department.

DATED this 24 day of September, 2019.

  
DISTRICT JUDGE

1 **CODE 1312**

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4  
5 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
6 **IN AND FOR THE COUNTY OF WASHOE**  
7

8  
9 **JOHN TOWNLEY,**

10 **Plaintiff,**

**Case No: DV19-01564**

11 **vs.**

**Dept. No: 2**

12  
13 **ROCHELLE MEZZANO,**

14 **Defendant.**

15 /

16 **CASE ASSIGNMENT NOTIFICATION**

17 I hereby certify the above-entitled matter has been randomly reassigned to  
18 Department 11, from Department 2.

19 Additional information:

20 On September 24, 2019, an **ORDER OF RECUSAL AND FOR RANDOM**  
21 **REASSIGNMENT** was filed.

22 Dated September 25, 2019.

23  
24 JACQUELINE BRYANT

Clerk of the Court

25  
26 By /s/N. Mason

N. Mason- Deputy Clerk

1 **CERTIFICATE OF SERVICE**

2 Case No. DV19-01564

3 I certify that I am an employee of the Second Judicial District Court; that on  
4 September 25, 2019, I electronically filed the Case Assignment Notification with the clerk  
5 of the Court System which will send a notice of electronic filing to the following:  
6

7 HONORABLE CHUCK WELLER

8 KENTON CRAIG KARRASCH, ESQ for JOHN TOWNLEY

9 GARY ROBERT SILVERMAN, ESQ. for JOHN TOWNLEY

10 BENJAMIN ALBERS, ESQ. for JOHN TOWNLEY ALEXANDER C. MOREY, ESQ. for  
11 JOHN TOWNLEY

12 JOHN P. SPRINGGATE, ESQ. for JOHN TOWNLEY

13 MICHAEL V. KATTELMAN, ESQ. for JOHN TOWNLEY  
14

15 Pursuant to NRCP 5 (b), I certify that I am an employee of the Second  
16 Judicial District Court, and that on September 25, 2019, I deposited in the Washoe County  
17 mailing system for postage and mailing with the U.S. Postal Service in Reno, Nevada, a  
18 true copy of the attached document, addressed to:

19 The undersigned does hereby affirm that the preceding document does not  
20 contain the social security number of any person.  
21

22 Dated September 25, 2019.

23 /s/N. Mason \_\_\_\_\_

24 N. Mason  
25 Deputy Clerk  
26  
27  
28

1  
2  
3 **IN THE FAMILY DIVISION**  
4 **IN THE SECOND JUDICIAL DISTRICT COURT**  
5 **OF THE STATE OF NEVADA, IN AND FOR THE COUNTY OF WASHOE**  
6

7  
8 **JOHN TOWNLEY,**  
9 **Plaintiff,**

**Case No. DV19-01564**  
**Dept. No. 11**

10 **vs.**

11 **ROCHELLE MEZZANO and**  
12 **DOES 1 through XX,**  
13 **Defendant.**  
14

15 **ORDER OF RECUSAL**  
16

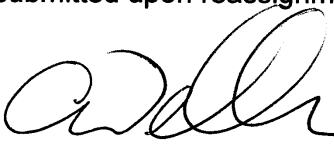
17 A partner in the law firm representing a party in this case testified at sentencing in  
18 favor a man who attempted to murder the undersigned and who was convicted of that  
19 crime. This is a valid reason for recusal under the Nevada Code of Judicial Conduct,  
20 Canon 3(E)(1) which provides that "A judge shall disqualify himself or herself in a  
21 proceeding in which the judge's impartiality might reasonably be questioned."

22 The undersigned denies any bias but actual bias is not required to necessitate  
23 disqualification. The rule provides for mandatory disqualification if impartiality might be  
24 reasonably challenged. Accordingly, the undersigned recuses himself from this case and  
25 will recuse himself from future cases in the same circumstances.

26 Any pending motions must be resubmitted upon reassignment.

27 **IT IS SO ORDERED.**

28 Dated: September 25, 2019



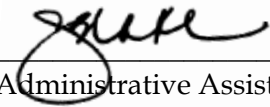
District Court Judge

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**CERTIFICATE OF SERVICE**

I hereby certify that on 9/29/2019, 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.  
Silverman Kattelman Springgate, Chtd.

  
\_\_\_\_\_  
Administrative Assistant

1 **CODE 1312**

2  
3  
4  
5 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
6 **IN AND FOR THE COUNTY OF WASHOE**  
7

8  
9 **JOHN TOWNLEY,**

10 **Plaintiff,**

**Case No: DV19-01564**

11 **vs.**

**Dept. No: 11**

12  
13 **ROCHELLE MEZZANO,**

14 **Defendant.**  
15 \_\_\_\_\_/

16 **CASE ASSIGNMENT NOTIFICATION**

17 I hereby certify the above-entitled matter has been randomly reassigned to  
18 Department 12, from Department 11.

19 Additional information:

20 On September 29, 2019, an **ORDER OF RECUSAL** was filed.

21 Dated September 30, 2019.  
22

23 \_\_\_\_\_  
JACQUELINE BRYANT

Clerk of the Court

24  
25 By       /s/N. Mason      

N. Mason- Deputy Clerk  
26  
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28

1 **CERTIFICATE OF SERVICE**

2 Case No. DV19-01564

3 I certify that I am an employee of the Second Judicial District Court; that on  
4 September 30, 2019, I electronically filed the Case Assignment Notification with the clerk  
5 of the Court System which will send a notice of electronic filing to the following:  
6

7 HONORABLE VACANT

8 KENTON CRAIG KARRASCH, ESQ for JOHN TOWNLEY

9 GARY ROBERT SILVERMAN, ESQ. for JOHN TOWNLEY

10 BENJAMIN ALBERS, ESQ. for JOHN TOWNLEY ALEXANDER C. MOREY, ESQ. for  
11 JOHN TOWNLEY

12 JOHN P. SPRINGGATE, ESQ. for JOHN TOWNLEY

13 MICHAEL V. KATTELMAN, ESQ. for JOHN TOWNLEY  
14

15 Pursuant to NRCP 5 (b), I certify that I am an employee of the Second  
16 Judicial District Court, and that on September 30, 2019, I deposited in the Washoe County  
17 mailing system for postage and mailing with the U.S. Postal Service in Reno, Nevada, a  
18 true copy of the attached document, addressed to:

19 The undersigned does hereby affirm that the preceding document does not  
20 contain the social security number of any person.  
21

22 Dated September 30, 2019.

23 **/s/N. Mason** \_\_\_\_\_

24 N. Mason  
25 Deputy Clerk  
26  
27  
28

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

10 **IN THE FAMILY DIVISION**  
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. 12

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 **PEREMPTORY CHALLENGE OF JUDGE**

25 **NOTICE OF PEREMPTORY CHALLENGE OF JUDGE:**

26 NOTICE IS HEREBY GIVEN THAT Plaintiff, John Townley, by and through his  
27 undersigned attorney, hereby perempts Dept. 12, currently vacant, in the above-captioned  
28 matter.

///

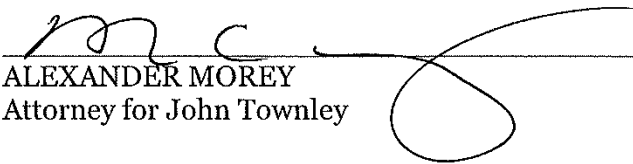
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1 Under NRS 239B.030 the undersigned affirms the preceding contains no social  
2 security number.

3 Dated this 1<sup>st</sup> day of October 2019.

4 SILVERMAN KATTELMAN SPRINGGATE, CHTD.  
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8 ALEXANDER MOREY  
9 Attorney for John Townley  
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1 **CODE 1312**

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

8  
9 **JOHN TOWNLEY,**

10 **Plaintiff,**

**Case No: DV19-01564**

11 **vs.**

**Dept. No: 12**

12  
13 **ROCHELLE MEZZANO,**

14 **Defendant.**  
15 \_\_\_\_\_/

16 **CASE ASSIGNMENT NOTIFICATION**

17 I hereby certify the above-entitled matter has been randomly reassigned to  
18 Department 13, from Department 12.

19 Additional information:

20 On October 1, 2019, a **PEREMPTORY CHALLENGE OF JUDGE** was filed.

21 Dated October 1, 2019.  
22

23 \_\_\_\_\_  
JACQUELINE BRYANT

Clerk of the Court

24  
25 By       /s/N. Mason      

N. Mason- Deputy Clerk  
26  
27  
28

1 **CERTIFICATE OF SERVICE**

2 Case No. DV19-01564

3 I certify that I am an employee of the Second Judicial District Court; that on  
4 October 1, 2019, I electronically filed the Case Assignment Notification with the clerk of the  
5 Court System which will send a notice of electronic filing to the following:  
6

7 HONORABLE BRIDGET ROBB

8 GARY ROBERT SILVERMAN, ESQ. for JOHN TOWNLEY

9 KENTON CRAIG KARRASCH, ESQ for JOHN TOWNLEY

10 BENJAMIN ALBERS, ESQ. for JOHN TOWNLEY

11 ALEXANDER C. MOREY, ESQ. for JOHN TOWNLEY

12 JOHN P. SPRINGGATE, ESQ. for JOHN TOWNLEY

13 MICHAEL V. KATTELMAN, ESQ. for JOHN TOWNLEY

14  
15 Pursuant to NRCP 5 (b), I certify that I am an employee of the Second  
16 Judicial District Court, and that on October 1, 2019, I deposited in the Washoe County  
17 mailing system for postage and mailing with the U.S. Postal Service in Reno, Nevada, a  
18 true copy of the attached document, addressed to:  
19

20 The undersigned does hereby affirm that the preceding document does not  
21 contain the social security number of any person.  
22

23 Dated October 1, 2019.

24 **/s/N. Mason** \_\_\_\_\_

25 N. Mason  
26 Deputy Clerk  
27  
28

Code:

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

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

JOHN TOWNLEY,

Plaintiff

Case No. DV19-01564

vs.

Dept. 13

ROCHELLE MEZZANO and  
DOES I through XX,  
to include Doe individuals,  
corporations, limited liability companies,  
partnerships, trusts, limited partnerships,  
and such other individuals or entities  
as may exist or be formed

Defendants.

**EX PARTE MOTION TO SEAL FILE AND MAKE TRIAL PRIVATE**

Plaintiff, John Townley by and through counsel, moves the Court to enter an order sealing the Clerk's file in this case and to order that trial herein be private. This motion is made and based upon the Points and Authorities set forth below and all pleadings and papers on file herein.

**POINTS AND AUTHORITIES**

NRS 125.110 provides that upon written request of either party, all papers, records, proceedings and evidence, including exhibits and transcript of the testimony **shall be sealed**, except for the pleadings, the findings of the court, any order made on motion under the Nevada Rules of Civil Procedure and the judgment.

1 NRS 125.080 states that upon demand of either party, the court **shall** "direct that  
2 the trial and issue or issues of fact joined therein be private, and upon such direction all  
3 persons shall be excluded from the court or chambers wherein the action is tried, except  
4 the officers of the court; the parties; the counsel for the parties; the witnesses for the  
5 parties; the parents or guardians of the parties; and the siblings of the parties."

6 Upon application by either party for relief under NRS 125.080 and NRS 125.110,  
7 order may be entered *ex parte*.

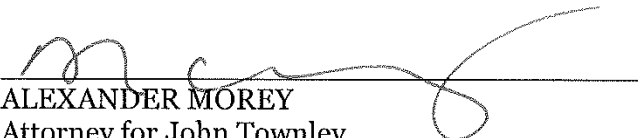
8 The personal and intimate nature of the parties' lives and finances are simply no  
9 one's business.

10 Therefore the court is requested to enter its order directing the clerk to seal the file  
11 herein and directing that the trial of this matter be private.

12 Under NRS 239B.030 the undersigned affirms the preceding contains no social  
13 security number.  
14

15 Dated this 2<sup>nd</sup> day of October 2019.

16 SILVERMAN KATTELMAN SPRINGGATE, CHTD.

17  
18  
19   
20 ALEXANDER MOREY  
21 Attorney for John Townley  
22  
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IN THE FAMILY DIVISION OF THE SECOND JUDICIAL DISTRICT COURT  
OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF WASHOE

\*\*\*

John Townley )  
 )  
 )  
Rochelle vs. Mezzano )  
et al. )  
 )

FAMILY DIVISION MOTION/OPPOSITION NOTICE (REQUIRED)	
CASE NO.	DV19-01564
DEPT. NO.	13

**NOTICE:** THIS MOTION/OPPOSITION NOTICE **MUST BE ATTACHED AS THE LAST PAGE** to every motion or other paper filed to modify or adjust a final order that was issued pursuant to chapter 125, 125B or 125C of NRS and to any answer or response to such a motion or other paper.

A.	Mark the CORRECT ANSWER with an <b>X</b> .	YES	NO
	1. Has a final decree or custody order been entered in this case? If <b>yes</b> , then continue to Question 2. If <b>no</b> , you do not need to answer any other questions.		X
	2. Is this a motion or an opposition to a motion filed to change a final order? If <b>yes</b> , then continue to Question 3. If <b>no</b> , you do not need to answer any other questions.		
	3. Is this a motion or an opposition to a motion filed only to change the amount of child support?		
	4. Is this a motion or an opposition to a motion for reconsideration or a new trial <u>and</u> the motion was filed within 10 days of the Judge's Order?		
	IF the answer to Question 4 is <b>YES</b> , write in the <u>filing date</u> found on the front page of the Judge's Order.	Date	
B.	If you answered <b>NO</b> to either Question 1 or 2 or <b>YES</b> to Question 3 or 4, you are <u>exempt</u> from the filing fee. However, if the Court later determines you should have paid the filing fee, your motion will <u>not</u> be decided until the fee is paid.		

I affirm that the answers provided on this Notice are true.

Date: 10/2/2019

Signature:

Print Name:

Print Address:

Telephone Number:

Alexander Morey  
Silverman • Kattelman • Springgate, Chld.  
500 Damonte Ranch Parkway, Suite 675  
Reno, Nevada 89521 775-322-3223

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

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

JOHN TOWNLEY,

Plaintiff

Case No. DV19-01564

vs.

Dept. 13

ROCHELLE MEZZANO and  
DOES I through XX,  
to include Doe individuals,  
corporations, limited liability companies,  
partnerships, trusts, limited partnerships,  
and such other individuals or entities  
as may exist or be formed

Defendants.

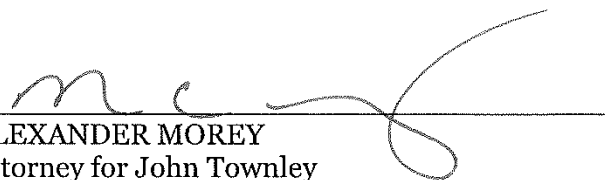
**REQUEST FOR SUBMISSION**

It is requested that the Ex Parte Motion to Seal File and Make Trial Private in the  
above entitled matter be submitted to the Court for decision.

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

Dated this 30<sup>th</sup> day of October 2019.

SILVERMAN KATTELMAN SPRINGGATE, CHTD.

  
ALEXANDER MOREY  
Attorney for John Townley

## INDEX OF EXHIBITS

<b>Exhibit Number</b>	<b>Description</b>	<b>Number of Pages</b>
<b>1</b>	Order	<b>2</b>
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<b>12</b>		
<b>13</b>		
<b>14</b>		



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

10 **IN THE FAMILY DIVISION**  
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 **ORDER SEALING FILE AND MAKING TRIAL PRIVATE**

25 Pursuant to NRS 125.110, the pleadings, the findings of the court, any order  
26 made on motion as provided in the Nevada Rules of Civil Procedure, and the  
27 judgment shall be open to inspection. All other papers, records, proceedings and  
28 evidence, including exhibits and transcript of the testimony shall be sealed and  
shall not be open to inspection except by the parties or their attorneys, or when  
required as evidence in another action or proceeding.

Pursuant to NRS 125.080, all persons shall be excluded from the court or  
chambers wherein the action is tried, except the officers of the court, the parties,

1 the counsel for the parties, the witnesses for the parties, the parents or guardians  
2 of the parties and the siblings of the parties.

3 DATED this 7 day of Oct, 2019.  
4

5 Bridget E. Rabb  
6 DISTRICT JUDGE  
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1 CODE 2665

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

5 JOHN TOWNLEY,

CASE NO. DV19-01564

6  
7 Petitioner,

DEPT. NO. 13

8 vs

9 ROCHELLE MEZZANO,

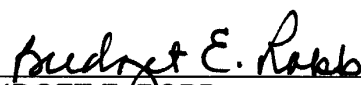
10 Defendant.  
11 \_\_\_\_\_ /

12 ORDER ACCEPTING REASSIGNMENT OF CASE

13 This case having come before this Court by way of random reassignment, and  
14 the Court having reviewed the file does hereby accept the assignment of the above-  
15 entitled case.

16 Any motions submitted in this case, must be resubmitted to the newly assigned  
17 department.

18 IT IS SO ORDERED, 10.7, 2019.

19  
20   
21 BRIDGET E. ROBB  
22 District Judge  
23  
24  
25

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

10 **IN THE FAMILY DIVISION**  
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 **NOTICE OF ENTRY OF ORDER**

25 TO: Rochelle Mezzano:

26 PLEASE TAKE NOTICE that the above-entitled Court entered the Order Sealing  
27 File and Making Trial Private in this matter on October 7, 2019.  
28

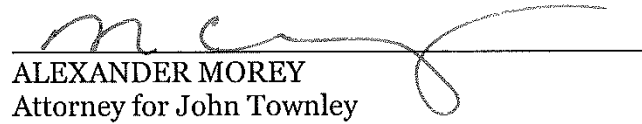
///

///

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

3 Dated this 8<sup>th</sup> day of October 2019.

4 SILVERMAN KATTELMAN SPRINGGATE, CHTD.

5  
6  
7   
8 ALEXANDER MOREY  
9 Attorney for John Townley  
10  
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Code:  
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3 500 Damonte Ranch Parkway, Suite 675  
Reno, Nevada 89521  
Telephone: 775/322-3223  
4 Facsimile: 775/322-3649  
Attorney for John Townley

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

8 JOHN TOWNLEY,

9 Plaintiff

Case No. DV19-01564

10 vs.

Dept. 13

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

18  
19 **ORDER SEALING FILE AND MAKING TRIAL PRIVATE**

20 Pursuant to NRS 125.110, the pleadings, the findings of the court, any order  
21 made on motion as provided in the Nevada Rules of Civil Procedure, and the  
22 judgment shall be open to inspection. All other papers, records, proceedings and  
23 evidence, including exhibits and transcript of the testimony shall be sealed and  
24 shall not be open to inspection except by the parties or their attorneys, or when  
25 required as evidence in another action or proceeding.

26 Pursuant to NRS 125.080, all persons shall be excluded from the court or  
27 chambers wherein the action is tried, except the officers of the court, the parties,  
28

Silverman, Kattelman  
Springgate, Chtd.  
500 Damonte Ranch  
Pkwy., #675  
Reno, Nevada 89521  
(775) 322-3223  
Fax (775) 322-3649

1 the counsel for the parties, the witnesses for the parties, the parents or guardians  
2 of the parties and the siblings of the parties.

3 DATED this 7 day of Oct, 2019.  
4

5 Bridget E. Roberts  
6 DISTRICT JUDGE  
7  
8  
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1 **CERTIFICATE OF SERVICE**

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

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

16  
17 addressed to:

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

21 Dated this   8   day of October 2019.

22  
23   
24  
25  
26  
27  
28



Code: 4085

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

John Bownley  
Plaintiff / Petitioner / Joint Petitioner,

Case No. DV19-01564

vs.

Dept. No. 13

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

SUMMONS

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

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

The object of this action is: DIVORCE

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

Dated this 2nd day of October, 2019.

Issued on behalf of Plaintiff(s):

Alexander Morey  
Name: Silverman • Kattelman • Springgate, Chtd.  
Address: 500 Damonte Ranch Parkway, Suite 675  
Reno, Nevada 89521  
Phone Number: 775-322-3223  
Email: \_\_\_\_\_

JACQUELINE BRYANT  
CLERK OF THE COURT

By: [Signature]  
Deputy Clerk  
Second Judicial District Court  
75 Court Street  
Reno, Nevada 89501

1 STATE OF NEVADA }

2 } ss.

AFFIDAVIT OF SERVICE

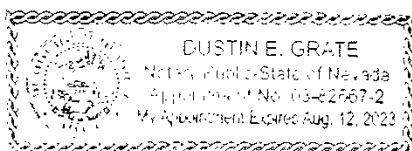
3 COUNTY OF WASHOE }

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

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

17 - On the 4<sup>th</sup> Day of October, 2019, I arrived at 735 Aesop Court and as I approached  
18 the front door, an older white male came out. He stated that he was not sure if Rochelle was  
19 home and that he was hired to do work on the house. He then yelled Rochelle's name through  
20 the house and she replied "Yes?" When the male stated she had a "Young lady here to see  
21 you," Rochelle stated that she was not taking visitors and to text her. He then told her, "She  
22 has something she needs to give you." We did not say what it was or who I was and  
23 Rochelle's Response was "No thank you, I don't want it." She did not come to the door at all  
24 so I did not personally see her but her responding to the contractor proved that she did reside  
25 there. So at 11:37 AM I posted the serve on her front door and departed the property.  
26  
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31 Suscribed and Sworn Before me  
32 This 7 Day of April, 2019



Signature of person making service

Ashleigh Snover

***Grate Detections LLC P.I. # 1782***

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

3 **AFFIRMATION**

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

5 The undersigned does hereby affirm that the document titled:

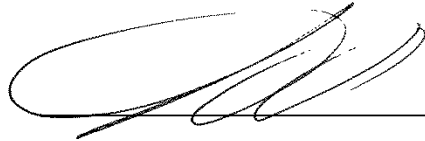
6 **Summons**

- 7
- 8 ☒ Does not contain the social security number of any person
- 9 ☐ Contains the social security number of a person as required by:
- 10 ☐ A specific state or federal law, to-wit: \_\_\_\_\_
- 11 ☐ For the administration of a public program
- 12 ☐ For an application for federal or state grant
- 13 ☐ Confidential Family Court Information Sheet

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

15 Dated this 25 day of October, 2019.

16 SILVERMAN KATTELMAN SPRINGGATE, CHTD.

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1 **CERTIFICATE OF SERVICE**

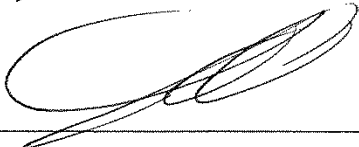
2  
3 Pursuant to NRCP 5 (b), I hereby certify that I am an employee of Silverman,  
4 Kattelman Springgate, Chtd, and on the date set forth below, I served a true copy of the  
5 foregoing Summons the party(ies) identified below by:

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

17 addressed to:

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

21 Dated this 28 day of October 2019.

22  
23   
24

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

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

14 JOHN TOWNLEY,

15 Plaintiff

Case No. DV19-01564

16 vs.

Dept. 13

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

24 Defendants.


25 **NOTICE OF INTENT TO TAKE DEFAULT**

26 Please take notice that Plaintiff intends to take the Default of Defendant, Rochelle  
27 Mezzano, unless an Answer or other responsive pleading is filed herein on or before  
28 October 31, 2019.

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

Dated this 29<sup>th</sup> day of October 2019.

SILVERMAN KATTELMAN SPRINGGATE, CHTD.

  
ALEXANDER MOREY  
Attorney for John Townley

1 **CERTIFICATE OF SERVICE**

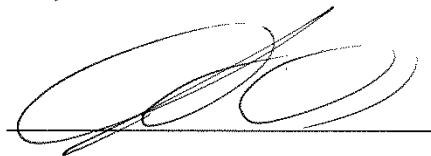
2  
3 Pursuant to NRCP 5 (b), I hereby certify that I am an employee of Silverman,  
4 Kattelman Springgate, Chtd, and on the date set forth below, I served a true copy of the  
5 foregoing Notice of Intent to Take Default the party(ies) identified below by:

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

17 addressed to:

18  
19  
20 Rochelle Mezzano  
21 735 Aesop Ct.  
22 Reno, NV 89512

23 Dated this 29 day of October 2019.

24  
25   
26  
27  
28

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**  
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8 JOHN TOWNLEY,

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Case No. DV19-01564

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Dept. 13

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

18  
19 **DECLARATION IN SUPPORT OF DEFAULT**

20 The filed Complaint for Divorce was served on Defendant on October 4, 2019.  
21 Proof of Service was filed with the Court. The Defendant's time to answer or otherwise  
22 defend expired on October 28, 2019. A Notice of Intent to Take Default was filed  
23 October 29, 2019. The Defendant has not filed an answer or other response, and the  
24 Defendant has not communicated with undersigned counsel. Pursuant to NRCP 55, the  
25 Court must enter the Defendant's default.

26 ///

27 ///

28

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

3 Dated this 1<sup>st</sup> day of November 2019.

4 SILVERMAN KATTELMAN SPRINGGATE, CHTD.

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8 ALEXANDER MOREY  
9 Attorney for John Townley  
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1 **CERTIFICATE OF SERVICE**

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

- 6   X   Placing an original or true copy thereof in a sealed envelope, postage  
7 prepaid for collection and mailing in the United States Mail at Reno,  
8 Nevada to  
9  
10        Hand Delivery  
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13        Reno Carson Messenger Service  
14        Certified Mail, Return receipt requested  
15        Electronically, using Second Judicial District Court's ECF system.  
16        Email: rochellemezzano@yahoo.com

17  
18 addressed to:

19  
20 Rochelle Mezzano  
21 735 Aesop Ct.  
22 Reno, NV 89512

23 Dated this   1   day of November 2019.

24   
25  
26  
27  
28

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

25 It appearing the Defendant is in default for failure to plead or otherwise defend as  
26 required by law, default is entered against the Defendant, Rochelle Mezzano.

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

29 Dated this 1st day of November 2019.

JACQUELINE BRYANT

Deputy Clerk

Silverman, Kattelman  
Springgate, Chtd.  
500 Damonte Ranch  
Pkwy., #675  
Reno, Nevada 89521  
(775) 322-3223  
Fax: (775) 322-3649

Code:  
1 Gary R. Silverman (NSB# 409) Michael V. Kattelman (NSB#6703)  
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10  
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15 Plaintiff

Case No. DV19-01564

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22 and such other individuals or entities  
23 as may exist or be formed  
24 Defendants.

25  
26 **DEFAULT**

27 It appearing the Defendant is in default for failure to plead or otherwise defend as  
28 required by law, default is entered against the Defendant, Rochelle Mezzano.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

JACQUELINE BRYANT

\_\_\_\_\_  
Deputy Clerk

Code:  
1 Gary R. Silverman (NSB# 409) Michael V. Kattelman (NSB#6703)  
2 John P. Springgate (NSB# 1350) Alexander C. Morey (NSB#11216)  
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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, et. al.,

17 Defendants.

18 **APPLICATION FOR DEFAULT JUDGMENT**

19 Plaintiff moves this Court to enter a default judgment of divorce in favor of Plaintiff  
20 and against Defendant, Rochelle Mezzano, in the form appearing in Exhibit "1" hereto.

21 This Application is made on the ground that Defendant's default has been entered  
22 for failure to answer or otherwise defend as to the Complaint on behalf of Plaintiff, that  
23 said Defendant was provided the notice of Plaintiff's intent to take a default judgment and  
24 required by law, that said Defendant is not in the military service of the United States,  
25 and that said Defendant is not an infant or incompetent person.

26 ///

27 ///

28 ///

///

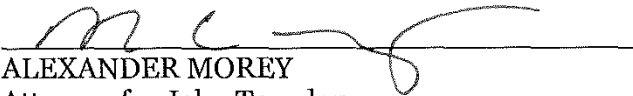
///

1 In support of this Application, Plaintiff relies on the Affidavit of undersigned  
2 counsel filed in this action, the Affidavit of Plaintiff filed in this action, and all records,  
3 papers, and pleadings on file.

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

6 Dated this 19<sup>th</sup> day of November 2019.

7 SILVERMAN KATTELMAN SPRINGGATE, CHTD.

8  
9   
10 ALEXANDER MOREY  
11 Attorney for John Townley  
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1 **CERTIFICATE OF SERVICE**

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

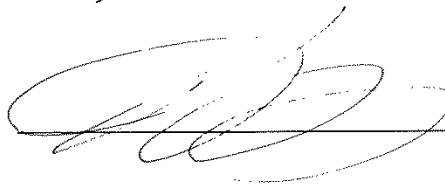
- 6 ☒ Placing an original or true copy thereof in a sealed envelope, postage  
7 prepaid for collection and mailing in the United States Mail at Reno,  
8 Nevada to  
9  
10 ☐ Hand Delivery  
11 ☐ Facsimile to the following numbers:  
12 ☐ Federal Express or other overnight delivery  
13 ☐ Reno Carson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

18 addressed to:

19  
20 Rochelle Mezzano  
21 735 Aesop Ct.  
22 Reno, NV 89512

23 Dated this 19 day of November 2019.

24  
25  
26  
27  
28



### INDEX OF EXHIBITS

<b>Exhibit Number</b>	<b>Description</b>	<b>Number of Pages</b>
<b>1</b>	Decree of Divorce	10
<b>2</b>		
<b>3</b>		
<b>4</b>		
<b>5</b>		
<b>6</b>		
<b>7</b>		
<b>8</b>		
<b>9</b>		
<b>10</b>		
<b>11</b>		
<b>12</b>		
<b>13</b>		
<b>14</b>		

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

10 **IN THE FAMILY DIVISION**  
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 **AFFIDAVIT OF COUNSEL IN SUPPORT OF APPLICATION FOR ENTRY OF**  
25 **DEFAULT JUDGMENT**

26 STATE OF NEVADA )  
27 ) ss.  
28 COUNTY OF WASHOE )

I, Alexander Morey, do hereby swear under penalty of perjury that the following  
assertion are true to the best of my knowledge and belief and as provided to me by my  
client:

The affiant is an attorney for Plaintiff in the above-entitled action and has made  
careful investigation in the cause, has been informed and believes Defendant, Rochelle  
Mezzano is not in the military service of the United States nor and infant nor  
incompetent.



1 Defendant, Rochelle Mezzano, was served a copy of the Summons and Complaint  
2 by process server on October 4, 2019. See Declaration of Service attached hereto as  
3 Exhibit 1. More that 20 days have elapsed since said service and the Defendant has not  
4 answered, or otherwise responded and no extension has been granted.

5 A default was entered against Defendant, Rochelle Mezzano on November 1, 2019  
6 and was filed that same date. See Default attached hereto as Exhibit 2.

7 Plaintiff, John Townley has duly executed and Affidavit in Support of Application  
8 for Default Judgment. See Affidavit of Plaintiff, John Townley, in support of  
9 Application for Entry of Default Judgment attached hereto as Exhibit 3.

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

12 Dated this 19<sup>th</sup> day of November 2019.

13  
14 SILVERMAN KATTELMAN SPRINGGATE, CHTD.

15  
16   
17 ALEXANDER MOREY

18 Subscribed and sworn to before me  
19 By Alexander Morey  
20 this 19 day of Nov 2019.

21 by   
22



23 NOTARY PUBLIC in and for said  
24 County and State.

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 Affidavit of Counsel in Support of Application For Entry of Default Judgment  
6 the party(ies) identified below by:

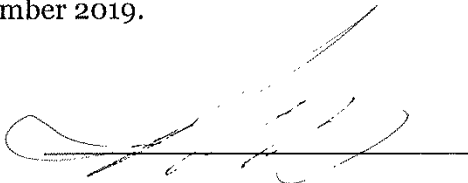
- 7  
8 ☒ Placing an original or true copy thereof in a sealed envelope, postage  
9 prepaid for collection and mailing in the United States Mail at Reno,  
10 Nevada to  
11 ☐ Hand Delivery  
12 ☐ Facsimile to the following numbers:  
13 ☐ Federal Express or other overnight delivery  
14 ☐ Reno Carson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

18 addressed to:

19  
20  
21 Rochelle Mezzano  
22 735 Aesop Ct.  
23 Reno, NV 89512

24 Dated this 19 day of November 2019.

25  
26  
27  
28



## INDEX OF EXHIBITS

<b>Exhibit Number</b>	<b>Description</b>	<b>Number of Pages</b>
<b>1</b>	Summons filed	4
<b>2</b>	Default	1
<b>3</b>	Affidavit	3
<b>4</b>		
<b>5</b>		
<b>6</b>		
<b>7</b>		
<b>8</b>		
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<b>14</b>		

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2019-11-19 01:43:54 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7596467 : jbye

# EXHIBIT 1

Code: 4085

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

John Townley  
Plaintiff / Petitioner / Joint Petitioner,

Case, No. DV19-01564

vs.

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

Dept. No. 13

SUMMONS

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

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

The object of this action is: DIVORCE

1. If you intend to defend this lawsuit, you must do the following within 21 days after service of this summons, exclusive of the day of service:

- File with the Clerk of the Court, whose address is shown below, a **formal written answer** to the complaint or petition, along with the appropriate filing fees, in accordance with the rules of the Court, and;
- Serve a copy of your answer upon the attorney or plaintiff(s) whose name and address is shown below.

2. Unless you respond, a default will be entered upon application of the plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the complaint or petition.

Dated this 2nd day of October, 20 19.

Issued on behalf of Plaintiff(s):

Alexander Morey  
Name: Silverman + Kattelman + Springgate, Chtd.  
Address: 600 Damonte Ranch Parkway, Suite 675  
Reno, Nevada 89521  
Phone Number: 775-322-3223  
Email: \_\_\_\_\_

JACQUELINE BRYANT  
CLERK OF THE COURT

By: [Signature]  
Deputy Clerk  
Second Judicial District Court  
75 Court Street  
Reno, Nevada 89501

1 STATE OF NEVADA }

2 } ss.

AFFIDAVIT OF SERVICE

3 COUNTY OF WASHOE }

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

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

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

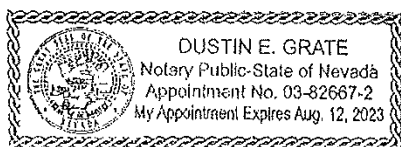
32 This 2 Day of October, 2019

33  
34

35

36

37



A handwritten signature in black ink, appearing to read "Ashleigh Snover".

Signature of person making service

Ashleigh Snover

Grate Detections LLC P.I. # 1782

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

3 **AFFIRMATION**

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

5 The undersigned does hereby affirm that the document titled:

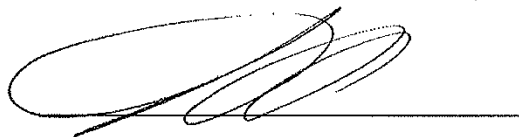
6 **Summons**

- 7
- 8   X   Does not contain the social security number of any person
- 9        Contains the social security number of a person as required by:
- 10        A specific state or federal law, to-wit:
- 11        For the administration of a public program
- 12        For an application for federal or state grant
- 13        Confidential Family Court Information Sheet

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

15 Dated this 28 day of October, 2019.

16 SILVERMAN KATTELMAN SPRINGGATE, CHTD.

17 

18

19

20

21

22

23

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1 **CERTIFICATE OF SERVICE**

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

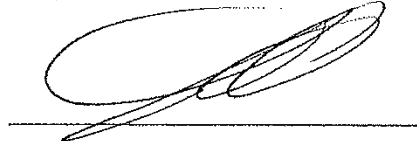
- 6   X   Placing an original or true copy thereof in a sealed envelope, postage  
7 prepaid for collection and mailing in the United States Mail at Reno,  
8 Nevada to  
9  
10        Hand Delivery  
11        Facsimile to the following numbers:  
12        Federal Express or other overnight delivery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

17 addressed to:

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

21 Dated this 28 day of October 2019.

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2019-11-19 01:43:54 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7596467 : jbye

# EXHIBIT 2

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

18 Defendants.

19 **DEFAULT**

20 It appearing the Defendant is in default for failure to plead or otherwise defend as  
21 required by law, default is entered against the Defendant, Rochelle Mezzano.

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

24 Dated this 1<sup>st</sup> day of November 2019.

25 JACQUELINE BRYANT

26 Deputy Clerk

27 Silverman, Kattelman  
Springgate, Chtd.  
500 Damonte Ranch  
Pky., #675  
28 Reno, Nevada 89521  
(775) 322-3223  
Fax: (775) 322-3649

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Electronically  
DV19-01564  
2019-11-19 01:43:54 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7596467 : jbye

# EXHIBIT 3

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

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

8  
9 JOHN TOWNLEY,

10 Plaintiff

Case No. DV19-01564

11 vs.

Dept. 13

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

Defendants.

18  
19 **AFFIDAVIT OF JOHN TOWNLEY IN SUPPORT OF APPLICATION FOR**  
20 **ENTRY OF DEFAULT JUDGMENT**

21 I, John Townley, being first duly sworn under penalty of perjury and deposes and  
22 says:

23 1. I am the Plaintiff in the above entitled action. I am over 18 years of age and am  
24 a resident of Washoe County, Nevada.

25 2. I have personal knowledge of the facts stated herein and if called to testify as a  
26 witness, could and would competently testify thereto, except as to matters stated on  
27 information and belief; as to those matters, I am informed and believe them to be true.  
28

Silverman, Kattelman  
Springgate, Chtd.  
500 Damonte Ranch  
Pkwy., #675  
Reno, Nevada 89521  
(775) 322-3223  
Fax: (775) 322-3649

1           3. Rochelle Mezzano and are husband and wife. We married in the City of Reno,  
2 County of Washoe, State of Nevada in the year 2000. The ceremony was conducted in  
3 the summer or fall of that year. We obtained a marriage license and participated in a  
4 ceremony with a person authorized to conduct marriages and completed a marriage  
5 certificate which we intended to but never filed after their honeymoon.

6           4. I made Nevada my home, residence and domicile during the six weeks  
7 immediately preceding the filing of my verified Complaint for Divorce, and continue to  
8 make Nevada my home, residence and domicile. During those six weeks, before and  
9 since, I have intended to make Nevada my home, residence, and domicile for an  
10 indefinite period of time.

11           5. The community property of which I am aware owned by me and Ms. Mezzano  
12 is listed on the exhibits attached to the proposed Findings of Fact, Conclusions of Law,  
13 and Decree of Divorce filed herein with my Application for Default Judgment. Based on  
14 my good faith estimates (including concerning Ms. Mezzano's accounts to which I do  
15 not have access), the division proposed, to the extent practicable, creates an equal  
16 division of the community property.

17           6. Both Ms. Mezzano and I have the ability to support ourselves after divorce.  
18 Spousal support should not be awarded to either of us.

19           7. Ms. Mezzano and I have no children together. To the best of my knowledge,  
20 Ms. Mezzano is not pregnant.

21           8. Ms. Mezzano did not change her name upon our marriage.

22           9. Each of us should bear our own attorney's fees and costs incurred in this  
23 matter.

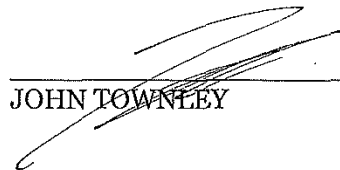
24           10. Ms. Mezzano and I have conflicts in personalities and dispositions so deep as  
25 to be irreconcilable, which render it impossible for us to continue a normal marital  
26 relationship with each other, and as a result, incompatibility exists of such a character as  
27  
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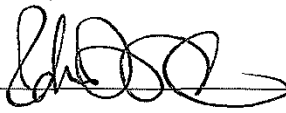
1 to destroy the legitimate objects of matrimony and to render it impossible for us to live  
2 together as husband and wife and to make a reconciliation between us impossible.

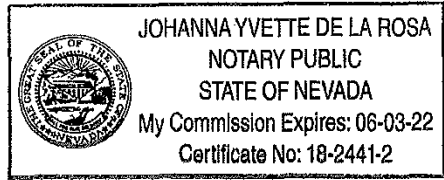
3 Dated this 6<sup>TH</sup> day of NOVEMBER 2019.

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JOHN TOWNLEY

Subscribed and sworn to before me  
By John Townley  
this 6 day of November 2019

by 



NOTARY PUBLIC in and for said  
County and State.

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

10 **IN THE FAMILY DIVISION**  
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, et. al.,

17 Defendants.

18 **NOTICE OF INTENT TO TAKE DEFAULT JUDGMENT**


19 To: Defendant, Rochelle Mezzano;

20 **PLEASE TAKE NOTICE** that Plaintiff has filed an Application for Entry of  
21 Default Judgment and intends to take a default judgment against Defendant, Rochelle  
22 Mezzano, pursuant to NRCF 55. Plaintiff will bring the Application for Default Judgment  
23 on for hearing on December 11, 2019, at 3:30 p.m., in Department 13 of the Second  
24 Judicial District Court of the State of Nevada.

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

27 Dated this 19<sup>th</sup> day of November 2019.

28 SILVERMAN KATTELMAN SPRINGGATE, CHTD.

  
ALEXANDER MOREY  
Attorney for John Townley

1 **CERTIFICATE OF SERVICE**

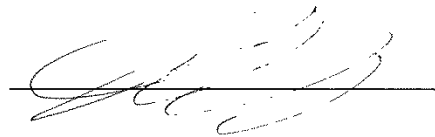
2  
3 Pursuant to NRCP 5 (b), I hereby certify that I am an employee of Silverman,  
4 Kattelman Springgate, Chtd, and on the date set forth below, I served a true copy of the  
5 foregoing Notice of Intent to Take Default Judgment the party(ies) identified below by:

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

18 addressed to:

19  
20 Rochelle Mezzano  
21 735 Aesop Ct.  
22 Reno, NV 89512

23 Dated this 19 day of November 2019.

24  
25   
26  
27  
28



Code:

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

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

**JOHN TOWNLEY,**

**Plaintiff**

**Case No. DV19-01564**

**vs.**

**Dept. 13**

**ROCHELLE MEZZANO and  
DOES I through XX,  
to include Doe individuals,  
corporations, limited liability companies,  
partnerships, trusts, limited partnerships,  
and such other individuals or entities  
as may exist or be formed  
Defendants.**

**DECLARATION OF RESIDENT WITNESS**

1. I, Stephen J. Cavallaro, am an adult, over the age of eighteen (18) years. I make this declaration of my own knowledge, information and belief.

2. My address is 14150 Pyramid Hwy., Reno, 89510. I have lived in the State of Nevada for 50 years. I intend to live in the State of Nevada for the foreseeable future.

3. John Townley is my friend. I see him on the average of once a week from May 2018 to the present.

4. John Townley's address is 145 Redstone Drive, Reno, Nevada and he has lived at that address for the past three years.

5. By reason of my relationship with Mr. Townley as set forth above, I have had occasion to see him and to personally know of his presence in the State of Nevada from 1-1-2001 to the present.

6. I know of my own personal knowledge that Mr. Townley is a bona fide resident of the State of Nevada, with the intention to make Nevada his home, residence and domicile for an indefinite period of time.

7. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

The undersigned does hereby affirm that the foregoing document does not contain the social security number of any person.

DATED this 22 day of November, 2019.

How Cancellor

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 Declaration of Resident Witness the party(ies) identified below by:

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

18 addressed to:

19  
20 Rochelle Mezzano  
21 735 Aesop Ct.  
22 Reno, NV 89512

23 Dated this 27 day of November 2019.

24   
25  
26  
27  
28

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

9 JOHN TOWNLEY,

10 Plaintiff

Case No. DV19-01564

11 vs.

Dept. 13

12 ROCHELLE MEZZANO, et. al.,

13 Defendants.  
14 \_\_\_\_\_/

15 **APPLICATION FOR DEFAULT JUDGMENT**

16 Plaintiff moves this Court to enter a default judgment of divorce in favor of Plaintiff  
17 and against Defendant, Rochelle Mezzano, in the form appearing in Exhibit "1" hereto.

18 This Application is made on the ground that Defendant's default has been entered  
19 for failure to answer or otherwise defend as to the Complaint on behalf of Plaintiff, that  
20 said Defendant was provided the notice of Plaintiff's intent to take a default judgment and  
21 required by law, that said Defendant is not in the military service of the United States,  
22 and that said Defendant is not an infant or incompetent person.

23 ///

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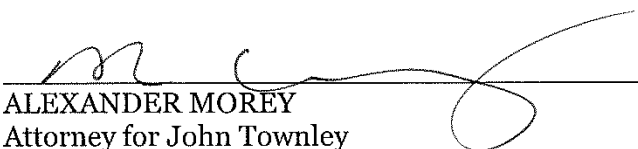
Silverman, Kattelman  
Springgate, Chtd.  
500 Damonte Ranch  
Pkwy., #675  
Reno, Nevada 89521  
(775) 322-3223  
Fax: (775) 322-3649

1 In support of this Application, Plaintiff relies on the Affidavit of undersigned  
2 counsel filed in this action, the Affidavit of Plaintiff filed in this action, and all records,  
3 papers, and pleadings on file.

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

6 Dated this 27<sup>th</sup> day of November 2019.

7 SILVERMAN KATTELMAN SPRINGGATE, CHTD.

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10   
ALEXANDER MOREY  
Attorney for John Townley  
11  
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7 prepaid for collection and mailing in the United States Mail at Reno,  
8 Nevada to  
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10 \_\_\_\_\_ Hand Delivery  
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17 X Email: rochellemezzano@yahoo.com

18 addressed to:

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

23 Dated this 27 day of November 2019.

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## INDEX OF EXHIBITS

<b>Exhibit Number</b>	<b>Description</b>	<b>Number of Pages</b>
<b>1</b>	Decree	13
<b>2</b>		
<b>3</b>		
<b>5</b>		
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DV19-01564  
2019-11-27 09:53:53 AM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7611019

# EXHIBIT 1



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)  
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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  
9 JOHN TOWNLEY,

10 Plaintiff

Case No. DV19-01564

11 vs.

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

16 Defendants.  
17

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

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

25 **FINDINGS OF FACT**

26 1. RESIDENCY. The Plaintiff is now and for more than six (6) weeks  
27 immediately preceding the commencement of this action has been an actual and bona  
28

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  
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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  
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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  
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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  
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13 to his/her separate income, and the deductions, exemptions, credits attributable to  
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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,  
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19 return shall receive the entire refund.

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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.

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

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

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

**IT IS SO ORDERED** this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

DISTRICT JUDGE

Case No. \_\_\_\_\_  
Townley v. Mezzano

## INDEX OF EXHIBITS

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



# EXHIBIT 1

PROPERTY TO HUSBAND, JOHN TOWNLEY

<b>REAL PROPERTY</b>
145 Redstone Dr., Reno NV APN 003-35-109
3120 Achilles Drive & 855 Atlas Ct., Reno NV APN 003-50-203
1532 F Street, Sparks, NV APN 031-35-215
<b>CASH</b>
Optum HSA x7669
Heritage accounts:
x4842,x 5457, x2218
Personal account X2232
IRS money held on account
Fidelity x6512
Coins/Gold
Gold money x9416
GUOOT Trust x6982
SIWPT Trust x8359
IWDKT Trust x6974
NJWWT Trust
x8809
<b>VEHICLES</b>
1965 Pontiac Tempest-GTO VIN 237375P309242
2007 Ram 4x4 VIN 1DSKS28C87J536266
2001 Chevy Corvette Z VIN 1G1YY12S915113880 and/or the parties' beneficial interest in the vehicle via the Southern Illinois Wetlands Preservation Trust such that upon distribution of the vehicle from the trust all right, title, and interest shall be owned by Husband
1986 Chevy 1520 4x4 PU VIN 1GCGK24M9GF347349 and/or the parties' beneficial interest in the vehicle via the Southern Illinois Wetlands Preservation Trust such that upon distribution of the vehicle from the trust all right, title, and interest shall be owned by Husband
2006 Toy Hauler VIN 5LZBE19236S003527 and/or the parties' beneficial interest in the vehicle via the Southern Illinois Wetlands Preservation Trust such that upon distribution of the vehicle from the trust all right, title, and interest shall be owned by Husband
1997 Pace trailer VIN 4P2AB1623VUD05970
2014 RZR VIN 4XAST1EA3EF365436
2014 Polaris ATV
<b>DEBTS</b>
Citi-Costco account ending in X7943
Cabela's-Capitol One account ending in X1107
Wells Fargo account ending in X3206
All other debts in Mr. Townley's sole name or incurred by him for his benefit.
<b>TRUSTS</b>

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

# EXHIBIT 2

PROPERTY TO WIFE, ROCHELLE MEZZANO

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

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)  
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Telephone: 775/322-3223  
4 Facsimile: 775/322-3649  
Attorney for John Townley

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14 to include Doe individuals,  
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and such other individuals or entities  
as may exist or be formed

17 Defendants.  
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19 **FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE OF DIVORCE**

20 The Court having considered the verified Complaint of Plaintiff, John Townley,  
21 praying for a Decree of Divorce, Plaintiff's Affidavit, the Affidavit of Plaintiff's resident  
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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  
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18 practicable, an equal division of the assets and debts of the community estate.

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20 Court terminates jurisdiction over spousal support.

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

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



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

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

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

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

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

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

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

#### 24 CONCLUSIONS OF LAW

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

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

1 **DECREE OF DIVORCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

28

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

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

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

12 IT IS SO ORDERED this 11<sup>th</sup> day of December 2019.

13  
14 *Budget E. Lepp*  
DISTRICT JUDGE

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

<b>Exhibit Number</b>	<b>Description</b>	<b>Number of Pages</b>
<b>1</b>	Property to John Townley	<b>2</b>
<b>2</b>	Property to Rochelle Mezzano	<b>1</b>
<b>3</b>		
<b>5</b>		
<b>6</b>		
<b>7</b>		
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<b>14</b>		

### CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court, and that on the 11<sup>th</sup> 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 11<sup>th</sup> of December, 2019, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

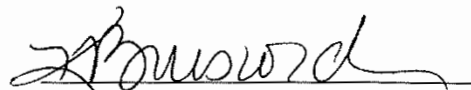
**Alexander Morey, Esq.  
(for John Townley)**

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

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

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

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

  
Court Clerk

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

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



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

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**

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



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A P P E A R A N C E S

FOR THE PETITIONER:  
ALEXANDER MOREY, ESQ.  
500 Damonte Ranch Pkwy, Ste. 675  
Reno, Nevada 89521

1                               \*\* ^ . ^ \*\*

2                   RENO, NEVADA, DECEMBER 11, 2019, 3:35 P.M.

3                               \*\* ^ . ^ \*\*

4  
5                   THE COURT: Case Number FE16-01963 Solario  
6 versus Thomas. If I may have appearances please?

10:50AM

7                   I've got the wrong one, don't I?

8                   MR. MOREY: Yeah, I think we're off, your  
9 Honor but that's --

10                  THE COURT: I went the wrong way, just a  
11 second here. I did, hold on. Here we go. Correcting  
12 it is Case Number DV19-01564, Townley versus Mezzano,  
13 does that sound more like it?

14                  MR. MOREY: Yes, your Honor. Alexander Morey  
15 appearing on behalf of John Townley who's present to  
16 my right.

10:51AM

17                  THE COURT: Mr. Townley, I'm going to ask you  
18 to raise your right hand for me, please.

19                  (The witness was sworn.)

20                  THE COURT: Please be seated.

10:51AM

21                  Go ahead, Mr. Morey.

22                  MR. MOREY: Thank you, your Honor.

23                  Your Honor, this is the time and place set  
24 for a default prove-up hearing and entry of a Decree

1 of Divorce. Ms. Mezzano was in fact notified of  
2 today's hearing. Again this morning, we sent her a  
3 courtesy e-mail. We've heard nothing from her. It's  
4 my belief that she is intending to ignore this divorce  
5 in the hopes that it does not happen.

10:52AM

6 THE COURT: That usually is not an effective  
7 strategy.

8 MR. MOREY: So, your Honor, in order to prove  
9 up the default, you've placed Mr. Townley under oath,  
10 I would just ask him a few questions today.

10:52AM

11 THE COURT: Go ahead.

12 BY MR. MOREY:

13 Q Mr. Townley, could you please state your full  
14 and legal name for us.

15 A John Mark Townley, Jr.

10:52AM

16 Q Okay.

17 And Mr. Townley, are you married to Rochelle  
18 Mezzano?

19 A Yes.

20 Q Okay. And Mr. Townley, to the best of your  
21 knowledge, is Ms. Mezzano pregnant?

10:52AM

22 A No.

23 Q How long have you lived in Nevada, sir?

24 A 50 years.

1 Q Did you cause my office to file a Complaint  
2 for Divorce in this action?

3 A Yes.

4 Q And was that on September 24th of this year?

5 A Yes.

10:53AM

6 Q Before September 24th, had Ms. Mezzano been  
7 notified of your intent to divorce?

8 A Yes.

9 Q And did she confirm to you that she had in  
10 fact received the Summons and Complaint?

10:53AM

11 A Yes.

12 Q And is Ms. Mezzano over the age of 18?

13 A Yes.

14 Q Is she in the military?

15 A No.

10:53AM

16 Q To the best of your knowledge, has she ever  
17 been declared incompetent?

18 A No.

19 Q Sir, for the six weeks immediately before the  
20 filing of the Complaint for Divorce, excluding  
21 temporary absences like vacations, were you physically  
22 present in Nevada?

10:54AM

23 A Yes.

24 Q And during those six weeks, did you intend to



1 make Nevada your home residence and domicile for an  
2 indefinite period of time?

3 A Yes.

4 Q Okay.

5 Mr. Townley, are you and Ms. Mezzano  
6 incompatible in marriage?

10:54AM

7 A Yes.

8 Q And is there any hope of reconciliation?

9 A No.

10 Q Mr. Townley, you're aware that an Application  
11 for Default Judgment was filed in this case?

10:54AM

12 A Yes.

13 Q And there was a proposed Decree of Divorce  
14 attached to that?

15 A Yes.

10:54AM

16 Q Okay.

17 Does that proposed Decree of Divorce, to the  
18 best of your knowledge, list all of the community  
19 property acquired?

20 A Yes.

10:55AM

21 Q And to the best of your knowledge, is that  
22 division in community property in the proposed decree  
23 practicably equal?

24 A Yes.

1 Q And do you ask the court to enter that Decree  
2 of Divorce today?

3 A Yes.

4 Q Okay.

5 I think that concludes the prove-up, your  
6 Honor. I have a copy of the Findings of Fact and  
7 Conclusions of Law and proposed Decree of Divorce for  
8 you to execute today.

10:55AM

9 THE COURT: Just a couple of questions.

10 MR. MOREY: Sure.

10:55AM

11 THE COURT: Sir, have you been in contact at  
12 all with Ms. Mezzano?

13 MR. TOWNLEY: Very few contacts. There was  
14 an occasional e-mail that I have disregarded. I did  
15 not want to reply to her.

10:56AM

16 THE COURT: Did she indicate, at any time,  
17 that she wanted to contest this matter?

18 MR. TOWNLEY: No.

19 THE COURT: Okay.

20 MR. MOREY: And actually, your Honor, for the  
21 court's reference -- information, we attempted to  
22 schedule a meeting at my office with Ms. Mezzano to  
23 discuss resolution of the case. She initially  
24 indicated an intent to attend and then just did not

10:56AM

1 show up with no explanation.

2 THE COURT: All right.

3 So even when given the opportunity to  
4 participate, she has foregone that or waived that  
5 opportunity?

10:56AM

6 MR. MOREY: Yes, your Honor.

7 THE COURT: All right.

8 I am more than prepared to sign off on your  
9 decree, Mr. Morey.

10 MR. MOREY: Thank you, your Honor. If I may  
11 approach?

10:56AM

12 THE COURT: You may and I just reviewed the  
13 Declaration of Resident Witness. I was looking for  
14 where you normally file it and I'm like oh no.

15 MR. MOREY: It got filed a little late.

10:57AM

16 THE COURT: That's okay, it's filed. That's  
17 all I need. We can go off the record.

18  
19 (The proceedings were concluded.)  
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STATE OF NEVADA       )  
                                  )SS.  
COUNTY OF WASHOE     )

I, GAIL R. WILLSEY, do hereby certify:  
That I was provided a JAVS CD and that said  
CD was transcribed by me, a Certified Shorthand  
Reporter, in the matter entitled herein;  
That said transcript which appears  
hereinbefore was taken in stenotype notes by me from  
the CD and thereafter transcribed into typewriting as  
herein appears to the best of my knowledge, skill and  
ability and is a true record thereof.

-----  
GAIL R. WILLSEY, CSR #359

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

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

8 JOHN TOWNLEY,

9 Plaintiff

Case No. DV19-01564

10 vs.

Dept. 13

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

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

22 TO: Rochelle Mezzano:

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

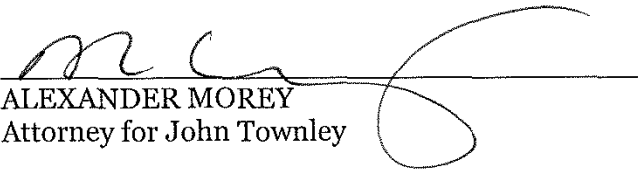
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26 ///

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

4 Dated this 12<sup>th</sup> day of December 2019.

5 SILVERMAN KATTELMAN SPRINGGATE, CHTD.  
6

7  
8   
9 ALEXANDER MOREY  
10 Attorney for John Townley  
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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.  
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 11<sup>th</sup> day of December 2019.

13  
14       *Budget E. Rapp*  
DISTRICT JUDGE

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

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

**CERTIFICATE OF MAILING**

Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court, and that on the 11<sup>th</sup> 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 11<sup>th</sup> of December, 2019, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

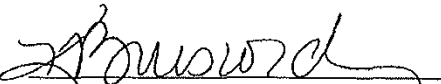
**Alexander Morey, Esq.**  
(for John Townley)

**\*Attention\***

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

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

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

  
Court Clerk

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Jacqueline Bryant  
Clerk of the Court  
Transaction # 7633615

**EXHIBIT 1**



**PROPERTY TO HUSBAND, JOHN TOWNLEY**

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

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

FILED  
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Jacqueline Bryant  
Clerk of the Court  
Transaction # 7633615

**EXHIBIT 2**

**PROPERTY TO WIFE, ROCHELLE MEZZANO**

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

1 **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 ☒ Email: rochellemezzano@yahoo.com

18  
19 addressed to:

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

24 Dated this 12 day of December 2019.

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Code: 2450  
LAW OFFICES OF F. PETER JAMES, ESQ.  
F. Peter James, Esq.  
Nevada Bar No. 10091  
Peter@PeterJamesLaw.com  
3821 West Charleston Boulevard, Suite 250  
Las Vegas, Nevada 89102  
702-256-0087  
702-256-0145 (fax)  
Counsel for Defendant

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

JOHN TOWNLEY,

Plaintiff,

vs.

ROCHELLE MEZZANO, DOES I through XX,  
to include Doe individuals, corporations,  
limited liability companies, partnerships, trusts,  
limited partnerships, and such other individuals  
or entities as may exist or be found.

Defendant.

CASE NO.: DV19-01564  
DEPT.: 13

**MOTION TO SET ASIDE DECREE OF DIVORCE AND FOR RELATED RELIEF**

COMES NOW Defendant, Rochelle Mezzano, by and through her counsel, F. Peter James, Esq., who hereby moves this Honorable Court for the following relief:

- Setting aside of the Default Decree of Divorce and of the Default;
- Staying the case until the present Motion is decided; and
- For attorney's fees and costs.

1 This Motion is made and based on the papers and pleadings on file herein, the attached  
2 points and authorities, the attached affidavit(s) / declaration(s), the filed exhibit(s), and upon  
3 any oral argument the Court will entertain.

4 **POINTS AND AUTHORITIES**

5 **I.**

6 **BACKGROUND**

7 Defendant, Rochelle Mezzano, and Plaintiff, John Townley, were married on or about  
8 September 12, 1999 in Reno, Nevada. Plaintiff filed for divorce on September 24, 2019. (*See*  
9 *Complaint* filed September 24, 2019). Plaintiff served a contractor at Defendant's home with  
10 the Summons, Complaint, and other filed documents. (*See Summons* filed October 28, 2019  
11 at the Affidavit of Service attached thereto). This contractor never resided at the Defendant's  
12 home and was never authorized to accept service of process. The contractor never informed  
13 Defendant that a process server came by and left documents. Defendant later found the  
14 documents on a cabinet inside the house.

15 Plaintiff obtained a Default and later a Default Decree of Divorce. (*See Default* filed  
16 *November 1, 2019; see also Decree of Divorce* filed December 11, 2019). Defendant now  
17 moves this Honorable Court to set aside the Decree of Divorce, the Default, to stay proceedings  
18 until this matter is resolved, and for attorney's fees and costs.

19 **II.**

20 **DISCUSSION**

21 The Court should set aside the Decree of Divorce and the Default due to improper  
22 service of process. The Court should also stay the present matter until this motion is decided.  
23 Further, the Court should award Defendant attorney's fees and costs.

1     **A.     THE COURT SHOULD SET ASIDE THE DECREE OF DIVORCE**

2     The Court should set aside the Decree of Divorce. NRCP 60 provides in relevant part:

3     **(b)     Grounds for Relief From a Final Judgment, Order, or Proceeding.** On  
4     motion and just terms, the court may relieve a party or its legal representative  
5     from a final judgment, order, or proceeding for the following reasons:

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

16     **(c)     Timing and Effect of the Motion.**

- 17            (1)     *Timing.* A motion under Rule 60(b) must be made within a reasonable  
18            time--and for reasons (1), (2), and (3) no more than 6 months after the  
19            date of the proceeding or the date of service of written notice of entry of  
20            the judgment or order, whichever date is later. The time for filing the  
21            motion cannot be extended under Rule 6(b).
- 22            (2)     *Effect on Finality.* The motion does not affect the judgment's finality or  
23            suspend its operation.

**(d) Other Powers to Grant Relief.** This rule does not limit a court's power to:

- (1)     entertain an independent action to relieve a party from a judgment,  
   order, or proceeding;
- (2)     upon motion filed within 6 months after written notice of entry of a  
   default judgment is served, set aside the default judgment against a  
   defendant who was not personally served with a summons and  
   complaint and who has not appeared in the action, admitted service,  
   signed a waiver of service, or otherwise waived service; or



1 (3) set aside a judgment for fraud upon the court.

2 (e) **Bills and Writs Abolished.** The following are abolished: bills of review, bills  
3 in the nature of bills of review, and writs of coram nobis, coram vobis, and  
audita querela.

4 Defendant requests that the Court set aside the Decree of Divorce as it is a void  
5 judgment. "A judgment that is entered prior to the time when the defendant is validly served  
6 with process is void, unless the defendant has entered his appearance." *Thorne v. Com. of Pa.*,  
7 77 F.R.D. 396, 398 (E.D. Penn. 1977).<sup>1</sup> "A default judgment entered when there has been no  
8 proper service of the complaint is, *a fortiori*, void, and should be set aside." *Gold Kist, Inc. v.*  
9 *Laurinburg Oil Co., Inc.*, 756 F.2d 14, 19 (3rd Cir. 1985). Improper service of process (even  
10 if the person to be served actually receives the document served) is ineffectual and is not  
11 service of process; thus, the document served improperly is deemed not served at all. *See*  
12 *Quinlan v. Camden USA, Inc.*, 126 Nev. 311, 236 P.3d 613 (2010) (citing many federal rules  
13 and cases).

14 NRCP 4.2 provides that serving an individual must be made as follows:

15 (a) **Serving an Individual.** Unless otherwise provided by these rules, service may  
16 be made on an individual:

17 (1) by delivering a copy of the summons and complaint to the individual  
personally;

18 (2) by leaving a copy of the summons and complaint at the individual's  
19 dwelling or usual place of abode with a person of suitable age and  
20 discretion who currently resides therein and is not an adverse party to  
the individual being served; or

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21 <sup>1</sup> "Federal cases interpreting the Federal Rules of Civil Procedure are **strong persuasive**  
22 **authority**, because the Nevada Rules of Civil Procedure are based in large part upon their  
23 federal counterparts." *Executive Management, Ltd. v. Ticor Title Ins. Co.*, 118 Nev. 46, 53, 38  
P.3d 872, 876 (2002) (internal quotations and citation omitted) (emphasis added).

1 (3) by delivering a copy of the summons and complaint to an agent  
2 authorized by appointment or by law to receive service of process.

3 So, if a defendant is not personally served, substitute service may be made upon a  
4 “person of suitable age and discretion who currently resides therein”. NRCP 4.2(a)(2)  
5 (emphasis added). “Where the evidence that the person served was not authorized by the  
6 defendant to receive service of process is uncontradicted, as in this case, such denial of  
7 authority must be taken by the court as true, for the purpose of applying NRCP 4(d)(6).”<sup>2</sup>  
8 *Foster v. Lewis*, 78 Nev. 330, 333, 372 P.2d 679, 680 (1962) (citations omitted). “In the  
9 absence of actual specific appointment or authorization, and in the absence of a statute  
10 conferring authority, an agency to accept service of process will not be implied.” *Id.*, 78 Nev.  
11 at 333, 372 P.2d at 680 (citation omitted) (emphasis added). With no valid personal service of  
12 summons, the judgment can be sustained only if there has been proper substituted service. *Id.*,  
13 78 Nev. at 333, 78 P.2d at 681. The “plaintiff has the burden of proof to demonstrate that the  
14 procedure employed to deliver the papers satisfies the requirements of the relevant portions of  
15 Rule 4.” *See Mann v. Castiel*, 681 F.3d 368, 372 (D.C. Cir. 2012) (internal quotations omitted),  
16 citing 4A C. WRIGHT & A. MILLER, FEDERAL PRACTICE AND PROCEDURE § 1083 (3d. ed. 2002  
17 & Supp. 2012).

18 A default may be set aside for good cause. *See* NRCP 55(c). When there is lack of  
19 proper service, the entry of a default is void and must be set aside. *See Insituform*  
20 *Technologies, Inc. v. AMerik Supplies, Inc.*, 588 F.Supp.2d 1349, 1352 (N.D. Georgia 2008);  
21 *see also In Re Van Meter*, 175 B.R. 64 (9th Cir. 1994) (with no proper service, a default  
22  
23

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<sup>2</sup> The then-existing NRCP 4(d)(6) is the present NRCP 4.2(a).

1 judgment should be set aside as void; defendant had no obligation to respond to an unserved  
2 complaint).

3 Factors to consider in determining if “good cause” exists to set aside a default are:  
4 whether the default was result of culpable conduct of the plaintiff, prejudice to the plaintiff,  
5 and if there is a meritorious defense. *See Savin Corp. v. C.M.C. Corp.*, 98 F.R.D. 509 (N.D.  
6 Ohio 1983). However, the United States Supreme Court has declared that requiring a  
7 meritorious defense in a set aside matter is a violation of due process of law under the 14<sup>th</sup>  
8 Amendment to the United States Constitution. *See Peralta v. Heights Medical Center, Inc.*,  
9 485 U.S. 80, 108 S.Ct. 896 (1988). This case was adopted by Nevada twice. *See Price v.*  
10 *Dunn*, 106 Nev. 100, 104, 787 P.2d 785, 788 (1990); *see also Epstein v. Epstein*, 113 Nev.  
11 1401, 1405, 950 P.2d 771, 773 (1997).

12 Setting aside a default judgment is a more stringent standard than setting aside a default.  
13 *Compare* NRCP 60(b) (stringent standard) *with* NRCP 55(c) (mere good cause). Couple that  
14 with requiring a meritorious defense to be a violation of due process of law, then, *a fortiori*, it  
15 is a violation of due process of law to require a meritorious defense to set aside a default.

16 A defendant’s obligation to respond to a complaint arises only upon service of the  
17 summons and complaint. *See Judd v. F.C.C.*, 276 F.R.D. 1, 5 (D.C. 2011). Nevada only has  
18 jurisdiction of a party when there is personal service or a legally-provided substitute—notice  
19 is not a substitute for service of process. *See C.H.A Venture v. G.C. Wallace Consulting*  
20 *Engineers, Inc.*, 106 Nev. 381, 384, 794 P.2d 707, 709 (1990).

21 Nevada has a strong policy of adjudication of cases on the merits. *See e.g. Hotel Last*  
22 *Frontier v. Frontier Prop.*, 79 Nev. 150, 155, 380 P.2d 293, 295 (1963); *see also Marcuse v.*  
23 *Del Webb Communities, Inc.*, 123 Nev. 278, 286, 163 P.3d 462, 468 (2007). Motions to set

1 aside defaults are considered liberally with any doubt being resolved in favor of setting aside.  
2 *See Baumann v. Nev. Colony Corp.*, 44 Nev. 10, 12, 189 P. 245, 247 (1920); *see also Singer*  
3 *Co. v. Greever and Wlash Wholesale Textile, Inc.*, 82 F.R.D. 1, 2 (E.D. Tenn. 1977); *see also*  
4 *Johnson v. Harper*, 66 F.R.D. 103 (E.D. Tenn 1975)

5 As such, the Court should set aside the Default Decree of Divorce and the Default.

6 **Default Decree of Divorce**

7 The Court should set aside the Default Decree of Divorce entered on December 11,  
8 2019. The cause is failure of service of process. It is incontrovertible that service of process  
9 was made not upon Plaintiff, but upon a contractor working at her house. (*See* Summons filed  
10 October 28, 2019 at line 24 of the Affidavit of Service attached thereto). Nevada law mandates  
11 that, when substituted service is performed, the person must be of suitable age and discretion  
12 and the person **must reside at the residence**. *See* NRCP 4.2(a)(2). Clearly, a contractor does  
13 not live at a residence where he is working, and this contractor did not. The Affidavit of Service  
14 stated that the contractor was hired to do work at the house. (*See* Summons filed October 28,  
15 2019 at line 19 of the Affidavit of Service attached thereto).

16 Defendant has cited Nevada law and strong persuasive authority from federal cases on  
17 service of process in support of stating that a default judgment is void when there is no valid  
18 service of process. A void judgment must be set aside pursuant to the same authority. As such,  
19 the Court should declare the service ineffectual and void. As such, the Court should then set  
20 aside the Default Decree of Divorce.

21 Plaintiff will undoubtedly provide an email from Defendant stating she received the  
22 divorce papers (which were left on a cabinet inside the house by the contractor). This email  
23

1 does not establish valid service of process under Nevada law. *See Quinlan*, 126 Nev. at 311,  
2 236 P.3d at 613.

3 In *Quinlan*, the issue at bar was an offer of judgment that was served from the  
4 Camden's attorney to the Quinlan's attorney via facsimile. Back then, for an attorney to be  
5 validly served by facsimile, that attorney had to affirmatively file an Acceptance of Service by  
6 Facsimile, which did not happen in that case. Quinlan's attorney did not accept the Offer of  
7 Judgment. Camden brought an attorney's fees motion under the Offer of Judgment. Quinlan  
8 admitted that she received the Offer of Judgment that was served by facsimile. Quinlan's  
9 challenge was technical—that the Offer of Judgment was not served properly according to the  
10 Nevada law and that the improper service was ineffectual.

11 The Nevada Supreme Court agreed with Quinlan that service made improperly (not in  
12 accordance with Nevada law) is ineffectual—even though Quinlan readily admitted she  
13 actually received it. With this holding, even though Defendant received the divorce documents  
14 from the contractor, because service upon the contractor was invalid, there is no service of  
15 process. There is no argument that the contractor was never an authorized agent of Defendant  
16 who could accept service of process. Nevada law provides that there shall be no implied  
17 agency to accept service of process. *See Foster*, 78 Nev. at 333, 372 P.2d at 680 (citation  
18 omitted).

19 There was no proper service of process upon Defendant. Nevada law mandates that  
20 the service of process rules must be strictly adhered to, else the service is ineffectual. Plaintiff  
21 served a contractor working at the residence, not a resident of the residence. This expressly  
22 violates black-letter Nevada law on service of process. Nevada case law, as well as federal,  
23 also provides that the service upon a non-resident of the residence is ineffective service.

1 Nevada law provides that improper service of process is no service of process—even if the  
2 defendant actually receives the documents.

3 Accordingly, the Court should set aside the Default Decree of Divorce.

4 **Default**

5 The Court should set aside the Default entered on November 1, 2019. Good cause  
6 exists to set aside the Default. The good cause, as stated, is want of proper service of process.

7 Defendant cited plentiful law on improper service rendering void both defaults and  
8 default judgments. Nevada law is scant on this issue; however, strong persuasive federal law  
9 provides that when there is a lack of proper service of process, the default and default judgment  
10 must be set aside—no discretion. As stated, Nevada has a strong policy, as do the federal  
11 courts, of liberally setting aside defaults.

12 Defendant argues that the factors of fault of Plaintiff and prejudice to Plaintiff need not  
13 be argued as a void default must be set aside, Defendant will provide some argument in favor  
14 of these factors. The factor of meritorious defense has been declared unconstitutional.

15 Plaintiff, through his authorized agents (his counsel and the hired process server), are  
16 at fault for this void default. They served the wrong person. This is black-letter law. They  
17 must serve someone who resides in the residence. *See* NRCP 4.2(a)(2). A plain reading of the  
18 Affidavit of Service completed by the process server and filed by Plaintiff establishes that the  
19 process server served a contractor. As stated, Plaintiff has the burden to prove the service of  
20 process was valid and complied with the rules. Plaintiff is at-fault for this situation, which  
21 could have been easily rectified if any level of diligence were exercised.

22 As to prejudice to Plaintiff, there is none—save maybe the one-sided Decree will be  
23 revised in favor of one under Nevada’s community property laws. There is no immediate dire

1 situation regarding the property—none that would not otherwise exist if the parties were in  
2 litigation. As stated herein, status quo is not detrimental to Plaintiff.

3 Defendant has shown just cause to set aside the Default. Defendant has responded to  
4 the fault and prejudice questions. The meritorious defense question is per se unconstitutional.  
5 Still, a void default must be set aside—without addressing the questions. *See Insituform*  
6 *Technologies, Inc.*, 588 F.Supp.2d at 1352.

7 As such, the Court should set aside the Default.

8 **B. THE COURT SHOULD STAY THE CASE UNTIL THE PRESENT MOTION**  
9 **IS DECIDED**

10 The Court should stay the proceedings until this Motion is resolved. Nevada law is  
11 scant on the factors to stay a district court proceeding. There is no NRCP, no SCR, no DCR,  
12 no WDCR, and no statute on staying district court proceedings. NRCP 62(b)(4) permits a stay  
13 of the execution of a judgment upon the filing of a motion under Rule 60, which is what is  
14 currently being done; however, there is little law on the standard.

15 NRAP 8 provides some guidance as to a stay—albeit this standard is for a stay of  
16 enforcement of a judgment pending an appeal. NRP 8(c) provides as to the standard to stay  
17 proceedings as follows:

- 18 (1) whether the object of the appeal or writ petition will be defeated if the stay or  
19 injunction is denied;
- 20 (2) whether appellant/petitioner will suffer irreparable or serious injury if the stay  
21 or injunction is denied;
- 22 (3) whether respondent/real party in interest will suffer irreparable or serious injury  
23 if the stay or injunction is granted; and
- (4) whether appellant/petitioner is likely to prevail on the merits in the appeal or  
writ petition.

1 This standard can serve as a guideline as to the stay in the district court pending  
2 resolution of the present Motion.

3 **The Object of Set Aside Will be Defeated / Substantially Impaired and Complicated**

4 Plaintiff violated Defendant's rights when he improperly served her, obtained a Default  
5 improperly, and then obtained an improper Default Decree. Plaintiff is requesting that title to  
6 real property be vested in his name. (*See* Motion Vesting Title to Real Property [] filed March  
7 3, 2020). Loss of real property results in irreparable harm. *See Dixon v. Thatcher*, 103 Nev.  
8 414, 415-16, 742 P.2d 1029, 1030 (1987). Plaintiff has also filed motions to disburse the  
9 marital community. (*See generally* Motions filed March 3, 2020). These motions, if granted,  
10 would defeat the object of this motion.

11 **Defendant Will Suffer Irreparable / Serious Injury if the Stay is Denied**

12 As stated, Plaintiff is attempting to divest Defendant of rights to real property. Such a  
13 loss is under Nevada law irreparable. *See Dixon*, 103 Nev. at 415-16, 742 P.2d at 1030. Further  
14 and as stated, Plaintiff is attempting to liquidate the marital community before it is properly  
15 adjudicated. This will result in further serious and irreparable harm.

16 **Plaintiff Will Not Suffer Irreparable / Serious Injury if the Stay is Granted**

17 Waiting until this Motion is resolved will not result in harm to Plaintiff. The status quo  
18 will remain, as it has been. There was no harm in this before, so there will be no harm in this  
19 now. Moreover, Plaintiff created this mess, which was completely avoidable. All Plaintiff  
20 had to do was read the Affidavit of Service and know that a person residing at the residence  
21 was not served. Plaintiff could have effectuated proper service, and there would now be no  
22 issue. This, however, is not the case. Plaintiff made his bed. Now he must live in it.

23 ///



1 **Defendant is Likely to Prevail on the Merits**

2 As stated herein, black-letter Nevada law provides that the person served must reside  
3 at the residence. No argument is being made that the person was not of suitable age / discretion  
4 or that the person served was involved in the litigation. Defendant focuses on that the person  
5 served did not reside at the residence and was not authorized to accept service of process.

6 Plaintiff might assert that Defendant had knowledge of the divorce papers being served.  
7 Under *Quinlan*, this is utterly irrelevant under Nevada law—improper service is no service at  
8 all.

9 As such, it is highly likely that Defendant will prevail on the merits.

10 \* \* \*

11 As such, the Court should stay these proceedings pending the outcome of this Motion.

12 **C. THE COURT SHOULD AWARD DEFENDANT ATTORNEY'S FEES AND**  
13 **COSTS**

14 The Court should award Defendant attorney's fees and costs for having to bring this  
15 matter before the Court. NRS 18.010 allows the Court to liberally award fees when a party  
16 maintains a frivolous position.

17 Here, Plaintiff improperly served Defendant by serving an admitted contractor who did  
18 not live at the residence. The process server should have known the rules of service of process  
19 and should have actually served Defendant, but the process server did not. When the Affidavit  
20 of Service came to Plaintiff, he should have read it and found that the service of process was  
21 defective. Plaintiff should have effectuated proper service of process at this point; however,  
22 he declined to do so.

1 Defendant's counsel attempted to obtain an agreement from Plaintiff's counsel, to no  
2 avail. Plaintiff's counsel would not agree to set aside the Decree. Defendant's counsel  
3 informed Plaintiff's of the improper service of process and of the *Quinlan* case. Still, counsel  
4 would not agree to set aside the Decree.

5 Black-letter law says a person of suitable age and discretion who resides in the  
6 residence may accept service. This is unquestionably the case. Plaintiff's own process server  
7 admits they served a contractor—not a resident. The service of process is per se defective.

8 Plaintiff's position in this matter is per se baseless. Plaintiff should recognize the defect  
9 in the service of process and simply agree to set aside the Decree. Plaintiff declined to do this.  
10 This is why an award of attorney's fees for this Motion is warranted.

11 In determining the reasonableness of the fees to be awarded, the Court must analyze  
12 the following factors:

- 13 • The qualities of the advocate: his ability, training, education, experience, professional  
14 standing, and skill;
- 15 • The character of the work to be done: its difficulty, intricacy, importance, the time and  
16 skill required, the responsibility imposed, and the prominence and character of the  
17 parties where they affect the importance of the litigation;
- 18 • The work actually performed by the lawyer: the skill, time, and attention given to the  
19 work; and
- 20 • The result: whether the attorney was successful and what benefits were derived.

21 *See Brunzell v. Golden State Nat. Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969); *see also*  
22 *Miller v. Wilfong*, 121 Nev. 619, 623-24, 119 P.3d 727, 730 (2005). The Court must also  
23 consider the relative income of the parties as this is a domestic case. *Miller*, 121 Nev. at 623-

1 24, 119 P.3d at 730. No one element should predominate or be given undue weight. *Brunzell*,  
2 85 Nev. at 349, 455 P.2d at 33.

3 As to the *Brunzell* factors, Counsel has successfully litigated countless cases in the  
4 Family Division of the Eighth Judicial District Court. Counsel has successfully litigated  
5 dozens appeals and writ petitions at the Nevada Supreme Court. Numerous Family Court  
6 judges in the Eighth Judicial District Court have confirmed that Counsel's legal acumen  
7 warranted charging \$400 per hour—with none disagreeing. Counsel is in his fourteenth year  
8 of practice. Counsel is an AV Preeminent Rated family law attorney by Martindale Hubbell.  
9 In addition to numerous other accolades, Counsel has been named one of the top family law  
10 attorneys in the state—and received a hand-signed letter from former Sen. Harry Reid  
11 regarding the same. Counsel is a court-approved Settlement Master in the Eighth Judicial  
12 District Court, Family Division whom the Family Courts appoints cases for him to mediate on  
13 a pro bono basis. All of the substantive work in this matter was performed by Counsel, not  
14 any junior associate or paralegal. What work was done by a paralegal was billed at a lower  
15 rate and supervised / amended by Counsel. The legal work did require review of the complex  
16 factual history and of several key Nevada and federal cases as to the issues presented. To  
17 satisfy *Miller*, the filed Financial Disclosure Forms should evidence their respective income.  
18 As to the result, that is up to the Court.

19 Should the Court be so inclined to award Defendant attorney's fees, she will file a  
20 Memorandum of Fees and Costs with the redacted billing statements to comply with *Love v.*  
21 *Love*.

22 ///

23 ///

1 **III.**

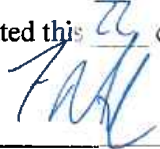
2 **CONCLUSION**

3 Based on the foregoing, the Court should enter the following orders:

- 4 • Setting aside the Decree of Divorce;
- 5 • Setting aside the Default;
- 6 • Staying the case until this Motion is decided; and
- 7 • Awarding Defendant attorney's fees and costs.
- 8

9 Under NRS 239B.030, the undersigned affirms the preceding contains no social  
10 security numbers.

11 Dated this 27 day of March, 2020

12   
13 LAW OFFICES OF F. PETER JAMES  
14 F. Peter James, Esq.  
15 Nevada Bar No. 10091  
16 3821 W. Charleston Blvd., Suite 250  
17 Las Vegas, Nevada 89102  
18 702-256-0087  
19 Counsel for Defendant

18 **DECLARATION OF F. PETER JAMES, ESQ.**

19 I, F. Peter James, Esq., hereby declare and state under penalty of perjury as follows:

- 20 1. I am a member in good standing of the State Bar of Nevada.
- 21 2. I am counsel for Defendant, Rochelle Mezzano , in the above-entitled matter.
- 22 3. I have personal knowledge of the facts contained in this declaration, save those stated
- 23 upon information and belief, and, as to those matter, I believe them to be true.

- 1 4. I am competent and willing to testify in a court of law as to the facts contained herein.
- 2 5. I have attempted to resolve this matter without having to file a motion. I contacted
- 3 opposing counsel via email and over the phone. I requested that they agree to set aside
- 4 the Decree. They declined. I informed opposing counsel of the improper service. I
- 5 also informed opposing counsel of the *Quinlan* case. Still, they declined to agree. They
- 6 left open the possibility of tweaking the Decree, but it needs to be set aside and the
- 7 issues litigated.
- 8 6. I declare under penalty of perjury under the law of the State of Nevada that the
- 9 foregoing is true and correct.

10   
11 F. PETER JAMES, ESQ.

3-27-2020  
DATE

12 **DECLARATION OF ROCHELLE MEZZANO**

13 I, Rochelle Mezzano, declare under penalties of perjury of the laws of the State of

14 Nevada that the following is true and correct to the best of my knowledge and information. I

15 have personal knowledge of the facts contained in this Affidavit, save those stated upon

16 information and/or belief, and as to those matters, I believe them to be true. I am competent

17 and willing to testify in a court of law as to the facts contained in this Affidavit.

- 18 1. I am the Defendant in the above-entitled action.
- 19 2. I was never personally served with the Complaint and Summons. Someone served a
- 20 contractor that was working at my house. This contractor never lived at my residence
- 21 (735 Aesop Court; Reno, Nevada 89512). I never authorized the contractor to accept
- 22 service on my behalf. I never knew documents were being served at the time the
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process server came to my residence. The contractor never told me a process server even came by—he left the papers on a cabinet in my house. I later found them there.

3. If the case is not stayed, I will suffer irreparable harm to the real property at issue, as well as the other property adjudicated in the Decree of Divorce.

4. I generally assert that the facts contained in this Motion are true and correct to the best of my knowledge, information, and belief.

5. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Dated this 20 day of March, 2020



ROCHELLE MEZZANO

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**CERTIFICATE OF SERVICE**

I certify that on this 22 day of March, 2020, I caused the above and foregoing document entitled **MOTION TO SET ASIDE DECREE OF DIVORCE AND FOR RELATED RELIEF** to be served as follows:

☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

☒ pursuant to NEFCR, NRCP 5(b)(2)(D), and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

to the attorney(s) / party(ies) listed below at the address(es) indicated below:

Alexander Morey, Esq.  
Silverman, Kattleman, Springgate, Chtd.  
500 Damonte Ranch Parkway, Suite 675  
Reno, Nevada 89521  
775-322-3223  
Counsel for Plaintiff



By: \_\_\_\_\_  
An employee of the Law Offices of F. Peter James, Esq., PLLC

IN THE FAMILY DIVISION OF THE SECOND JUDICIAL DISTRICT COURT  
OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF WASHOE

\* \* \*

John Townley

vs.

Rochelle Mezzano, et al.

FAMILY DIVISION  
MOTION/OPPOSITION NOTICE  
(REQUIRED)

CASE NO. DV19-01564

DEPT. NO. 13

**NOTICE:** THIS MOTION/OPPOSITION NOTICE **MUST BE ATTACHED AS THE LAST PAGE** to every motion or other paper filed to modify or adjust a final order that was issued pursuant to chapter 125, 125B or 125C of NRS and to any answer or response to such a motion or other paper.

A.	Mark the CORRECT ANSWER with an <b>X</b> .	YES	NO
	1. Has a final decree or custody order been entered in this case? If <b>yes</b> , then continue to Question 2. If <b>no</b> , you do not need to answer any other questions.	X	
	2. Is this a motion or an opposition to a motion filed to change a final order? If <b>yes</b> , then continue to Question 3. If <b>no</b> , you do not need to answer any other questions.		X
	3. Is this a motion or an opposition to a motion filed only to change the amount of child support?		
	4. Is this a motion or an opposition to a motion for reconsideration or a new trial <u>and</u> the motion was filed within 14 days of the Judge's Order?		
	<b>IF</b> the answer to Question 4 is <b>YES</b> , write in the <u>filing date</u> found on the front page of the Judge's Order.	Date	
B.	If you answered <b>NO</b> to either Question 1 or 2 or <b>YES</b> to Question 3 or 4, you are <u>exempt</u> from the filing fee. However, if the Court later determines you should have paid the filing fee, your motion will <u>not</u> be decided until the fee is paid.		

I affirm that the answers provided on this Notice are true.

Date: March 22, 2020

Signature:

Print Name:

Print Address:

Telephone Number:

F. Peter James, Esq.

3821 W. Charleston Blvd, Ste 250, LV NV

89102 702-256-0087



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

10 **IN THE FAMILY DIVISION**  
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, et. al.

17 Defendants.

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

20 Plaintiff, John Townley by and through his attorneys of record, SILVERMAN,  
21 KATTELMAN SPRINGGATE, CHTD., opposes Defendant's Motion to Set Aside Decree  
22 of Divorce and For Related Relief. Defendant's motion is untimely, ignores the true facts,  
23 is supported by only a legally insufficient self-serving affidavit, and is based on an  
24 irrelevant legal theory. Defendant's motion must be denied.

25 This Opposition is made and based upon the Points and Authorities and  
26 declaration attached hereto and incorporated herein by this reference and upon all  
27 pleadings and documents on file herein.

28 **POINTS AND AUTHORITIES**

**FACTS**

On September 11, 2019, undersigned counsel sent a letter to Rochelle Mezzano  
advising her counsel represented John Townley, that John was proceeding with a

1 divorce, and that her immediate action was required, or John would proceed with  
2 litigation. (Exhibit "1".) Ms. Mezzano did not respond, and John initiated this divorce  
3 action. A complaint was filed, and a summons obtained.

4 On October 4, 2019, a process server arrived at Ms. Mezzano's home. The process  
5 server determined Ms. Mezzano was in the house when she responded to an oral notice,  
6 she should come to the door to get documents. Ms. Mezzano, who knew a divorce was  
7 imminent, refused to come to the door. The process server, therefore, posted the  
8 summons and complaint and left the property. It is certain Ms. Mezzano received the  
9 documents; she sent an email to John at 6:54 p.m. on the day of service which read "I  
10 got served papers today. I have twenty days including the weekend to respond. Which  
11 means I need to retain an attorney. So, I need a retainer. How would you like to  
12 proceed?" (Exhibit "2".) From that point forward, Ms. Mezzano refused to participate in  
13 the case.

14 John and Ms. Mezzano then corresponded directly and agreed to hold a meeting  
15 at counsel's office to discuss resolution. The meeting was to occur on the Morning of  
16 October 22, 2019. Ms. Mezzano did not appear. Ms. Mezzano continued to avoid this  
17 matter, and John proceeded with a default divorce.

18 At no point did Ms. Mezzano inform John or his counsel she believed service was  
19 improper.

20 The Court entered a default divorce on December 11, 2019.

21 Notice of entry of the divorce decree was sent to Ms. Mezzano by mail and email  
22 on December 12, 2019.

23 On December 31, 2019, undersigned counsel sent a letter to Ms. Mezzano  
24 concerning necessary tasks to complete the division of property and deliver money and  
25 property to her post-divorce. (Exhibit "3".) That letter sought execution of a deed  
26 transferring her interest in 145 Redstone Drive, Reno, Nevada, to John.

27 On January 4, 2020, undersigned counsel received a letter from an attorney in  
28 Las Vegas, Nevada, alleging he represented Ms. Mezzano and claiming Ms. Mezzano

1 would shortly move to set aside the decree of divorce. (Exhibit “4”.) The letter contained  
2 no specific allegations of fact or reference to any case law. (Id.)

3 On January 7, 2020, undersigned counsel spoke to Ms. Mezzano’s putative  
4 counsel by phone. On January 10, 2020, undersigned counsel sent a letter to Ms.  
5 Mezzano’s putative counsel. (Exhibit “5”.) There was no response.

6 On January 27, 2020, undersigned counsel sent a letter to Ms. Mezzano’s  
7 putative counsel. There was no response.

#### 8 **APPLICABLE LAW**

9 The burden of proof rests on the party moving for relief from a judgment. *SEC v.*  
10 *Internet Sols. for Bus., Inc.*, 509 F.3d 1161, 1165-66 (9th Cir. 2007). *See also Conforte v.*  
11 *Hanna*, 76 Nev. 239, 242-43, 351 P.2d 612, 614 (1960) (explaining the trial court did not  
12 err in upholding the presumptively valid judgment in the face of a failure of service  
13 challenge). Thus, “a defendant moving to vacate a default judgment based on improper  
14 service of process, where the defendant had actual notice of the original proceeding but  
15 delayed in bringing the motion until after entry of default judgment, bears the burden of  
16 proving that service did not occur.” *Id.* at 1165. The “burden is a substantial one. ‘A signed  
17 return of service constitutes prima facie evidence of valid service “which can be overcome  
18 only by strong and convincing evidence.”’” *Id.* at 1166. Self-serving and uncorroborated  
19 affidavits are not such evidence. *See Lerma v. Stylistics L.A. Car Club, Inc.*, No. CV 12-  
20 o6704 DDP (JEMx), 2015 U.S. Dist. LEXIS 8048, at \*7 (C.D. Cal. Jan. 23, 2015) (citing  
21 cases).

22 An NRCP 60(b) motion, even a motion claiming a judgment is void for improper  
23 service, must be brought “within a reasonable time”, and lack of diligence and equitable  
24 estoppel both function as bars to an NRCP 60(b)(4) motion. *Teriano v. Nev. State Bank*  
25 *(In re Harrison Living Tr.)*, 121 Nev. 217, 222, 112 P.3d 1058, 1061 (2005). A “want of  
26 diligence in seeking to set aside a judgment is ground enough for denial.” *Union*  
27 *Petrochemical Corp. v. Scott*, 96 Nev. 337, 339, 609 P.2d 323, 324 (1980).

#### 28 **ANALYSIS**

1 In this case, Defendant cannot meet her burden to set aside this Court's decree of  
2 divorce. First, Defendant's only evidence is her self-serving and uncorroborated affidavit.<sup>1</sup>  
3 That quantum of evidence is insufficient as a matter of law to carry her substantial burden  
4 of proof. Second, Defendant, an experienced real estate broker, admitted she had been  
5 served. Third, Defendant participated in the litigation by agreeing to a settlement  
6 meeting. For reasons known only to her, she did not appear for the meeting. Fourth,  
7 Defendant, despite having actual notice of the proceeding and receiving repeated  
8 correspondence from Mr. Townley's counsel concerning the litigation and a coming  
9 default judgment, never apprised counsel or Mr. Townley she believed service of process  
10 was improper until after entry of judgment. These facts establish Defendant is estopped  
11 from challenging the validity of service.<sup>2</sup> Fifth, Defendant waited more than four months  
12 to move to set aside the decree of divorce; there is no justification for the delay, especially  
13 in light of Mr. Townley, through counsel, repeatedly reaching out to Defendant's counsel  
14 and because the only evidence provided by Defendant is her self-serving affidavit. Either  
15 Defendant unreasonably delayed—likely seeking some tactical advantage—or Defendant  
16 took four months to invent the uncorroborated allegations in her affidavit. Defendant's  
17 unreasonable delay is “ground enough for denial.”

18 As for Defendant's argument concerning substitute service of process and NRCP  
19 4.2(a)(2), it is irrelevant. Defendant was not served by substitute service of process.  
20 Defendant was personally served pursuant to NRCP 4.2(a)(1).<sup>3</sup> And, as discussed above,  
21 Defendant's self-serving, uncorroborated affidavit does not support her claim.  
22

---

23 <sup>1</sup> It is bizarre that after six months to consider the matter, Defendant presented only her self-  
24 serving affidavit. A reasonable inference is there is no other evidence supporting Defendant's  
25 claim.

26 <sup>2</sup> The four elements of estoppel are “(1) the party to be estopped must be apprised of the true facts;  
27 (2) he must intend that his conduct shall be acted upon, or must so act that the party asserting  
28 estoppel has the right to believe it was so intended; (3) the party asserting the estoppel must be  
ignorant of the true state of facts; (4) he must have relied to his detriment on the conduct of the  
party to be estopped.” *Teriano v. Nev. State Bank (In re Harrison Living Tr.)*, 121 Nev. 217, 223,  
112 P.3d 1058, 1062 (2005).

<sup>3</sup> For a full discussion of the manner and propriety of service in this case, see Mr. Townley's  
Motion Vesting Title to Real Property in Plaintiff; In the Alternative, Motion for Clerk of Court

1 Nor is Defendant's request for attorney's fees well taken. Defendant has brought a  
2 motion to set aside this Court's divorce decree six months after she received notice of the  
3 action and admitted she was served and four months after entry of the decree. At no point  
4 before judgment did Defendant claim service was improper. At no point prior to her  
5 motion did she communicate the contents of her self-serving affidavit. It is Defendant  
6 who is litigating in a vexatious and harassing manner.

7 **CONCLUSION**

8 Defendant received personal service of the summons and complaint that began  
9 this divorce six months ago, she admitted she was served, she scheduled a settlement  
10 meeting, she received notice of every step of the case and numerous warnings about a  
11 default, she did nothing. After entry of judgment she waited four months to take any  
12 action, and after six months to consider the matter the only evidence she presents is her  
13 self-serving affidavit. Defendant's motion is inadequately supported, legally inapposite,  
14 barred by estoppel, and untimely. The Court must deny the motion.

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

17 Dated this 30 day of March 2020.

18 SILVERMAN KATTELMAN SPRINGGATE, CHTD.

19  
20 /s/ Alexander C. Morey  
21 ALEXANDER MOREY  
22 Attorney for John Townley  
23  
24  
25  
26  
27

28 to Execute Deed as Attorney in Fact, which points and authorities are merged and incorporated  
here.

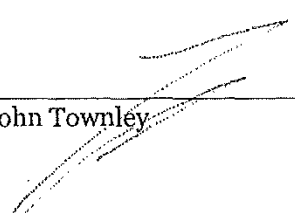
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**DECLARATION OF JOHN TOWNLEY**

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 Plaintiff herein.
2. I make this declaration of my own personal knowledge, information and  
belief.
3. The statement of facts in the Opposition to Motion to Set Aside Decree of  
Divorce and For Related Relief 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 30<sup>th</sup> day of March 2020.

  
\_\_\_\_\_  
John Townley

1 **CERTIFICATE OF SERVICE**

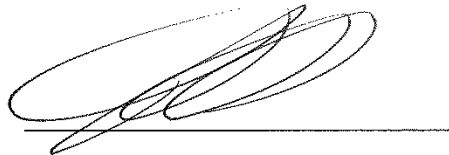
2  
3 Pursuant to NRCP 5 (b), I hereby certify that I am an employee of Silverman,  
4 Kattelman Springgate, Chtd, and on the date set forth below, I served a true copy of the  
5 foregoing Opposition to Motion to Set Aside Decree of Divorce and For Related Relief the  
6 party(ies) identified below 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 ☐ Email:

18  
19 addressed to:

20  
21 F. Peter James  
22 3821 West Charleston Blvd., Ste. 250  
23 Las Vegas, NV 89102  
24

25 Dated this 30 day of March 2020.

26  
27  
28 

IN THE FAMILY DIVISION OF THE SECOND JUDICIAL DISTRICT COURT  
OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF WASHOE

\*\*\*

John Tomlin  
\_\_\_\_\_  
Rockelle vs. Mazzano  
\_\_\_\_\_  
\_\_\_\_\_

FAMILY DIVISION MOTION/OPPOSITION NOTICE (REQUIRED)
CASE NO. <u>DV19-01564</u>
DEPT. NO. <u>13</u>

**NOTICE:** THIS MOTION/OPPOSITION NOTICE **MUST BE ATTACHED AS THE LAST PAGE** to every motion or other paper filed to modify or adjust a final order that was issued pursuant to chapter 125, 125B or 125C of NRS and to any answer or response to such a motion or other paper.

A.	Mark the CORRECT ANSWER with an <b>X</b> .	YES	NO
1.	Has a final decree or custody order been entered in this case? If <u>yes</u> , then continue to Question 2. If <u>no</u> , you do not need to answer any other questions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	Is this a motion or an opposition to a motion filed to change a final order? If <u>yes</u> , then continue to Question 3. If <u>no</u> , you do not need to answer any other questions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	Is this a motion or an opposition to a motion filed only to change the amount of child support?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.	Is this a motion or an opposition to a motion for reconsideration or a new trial <u>and</u> the motion was filed within 10 days of the Judge's Order?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	IF the answer to Question 4 is YES, write in the <u>filing date</u> found on the front page of the Judge's Order.	Date	
B.	If you answered <b>NO</b> to either Question 1 or 2 or <b>YES</b> to Question 3 or 4, you are <u>exempt</u> from the filing fee. However, if the Court later determines you should have paid the filing fee, your motion will <u>not</u> be decided until the fee is paid.		

I affirm that the answers provided on this Notice are true.

Date: 3/30/2020

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

/s/ Alexander Morey  
Alexander Morey  
Silverman • Kattelman • Springgate, Chld.  
500 Damonte Ranch Parkway, Suite 676  
Reno, Nevada 89521  
775-322-3223



## INDEX OF EXHIBITS

<b>Exhibit Number</b>	<b>Description</b>	<b>Number of Pages</b>
<b>1</b>	Letter dated September 11, 2019	<b>2</b>
<b>2</b>	Email	<b>2</b>
<b>3</b>	Letter dated December 31, 2019	<b>5</b>
<b>4</b>	Letter dated January 4, 2020	<b>1</b>
<b>5</b>	Letter dated January 10, 2020	<b>6</b>
<b>6</b>		
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FILED  
Electronically  
DV19-01564  
2020-03-30 02:15:30 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7814843 : jbye

# EXHIBIT 1

SILVERMAN  
KATTELMAN  
SPRINGGATE, Chtd.

Gary R. Silverman\*  
Michael V. Kattelman  
John P. Springgate  
Alexander C. Morey  
Benjamin E. Albers  
Kenton C. Karrasch

silverman@sks-reno.com  
mvk@sks-reno.com  
springgate@sks-reno.com  
amorey@sks-reno.com  
ben@sks-reno.com  
karrasch@sks-reno.com

500 Damonte Ranch Parkway, Suite 675 – Reno, Nevada 89521  
(775) 322-3223 Fax (775) 322-3649

[www.sks-reno.com](http://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.

\*Fellow of the American Academy of Matrimonial Lawyers.

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

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Electronically  
DV19-01564  
2020-03-30 02:15:30 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7814843 : jbye

# 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](mailto:RochelleMezzano@Yahoo.com)>

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

To: [Info@SierraMediation.com](mailto:Info@SierraMediation.com), [renorealtors@yahoo.com](mailto:renorealtors@yahoo.com)

Subject: Mediation

FILED  
Electronically  
DV19-01564  
2020-03-30 02:15:30 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7814843 : jbye

# EXHIBIT 3



SILVERMAN  
KATTELMAN  
SPRINGGATE, Chtd.

Gary R. Silverman\*  
Michael V. Kattelman  
John P. Springgate†  
Alexander C. Morey†  
Kenton Karrasch  
Benjamin Albers

silverman@sks-reno.com  
mvk@sks-reno.com  
springgate@sks-reno.com  
amorey@sks-reno.com  
karrasch@sks-reno.com  
ben@sks-reno.com

www.sks-reno.com

500 Damonte Ranch Parkway, Suite 675 – Reno, Nevada 89521  
(775) 322-3223 Fax (775) 322-3649

December 31, 2019  
Via email & U.S. Mail

Rochelle Mezzano  
735 Aesop Court  
Reno, NV 89512

RE: Marriage of Townley & Mezzano, DV19-01564  
Action Items

Dear Ms. Mezzano:

You and Mr. Townley are divorced. The Court entered the decree of divorce on December 11, 2019. Mr. Townley immediately began disentangling his finances from yours. Steps taken included, but were not limited to, closing certain joint accounts, obtaining a \$76,000 cashier's check, notifying renters, segregating insurance policies, and transferring utility bills. John directed me to send you this letter as notice **YOU SHOULD TAKE IMMEDIATE ACTION** to organize and manage your assets and obligations. A detailed discussion of some of the action items is below. Second, you must execute documents, including deeds and, possibly, a release of John's real estate license. Please contact me to arrange to sign the documents. Third, I have a box of documents and other items (including a \$76,000 cashier's check) at my office for your retrieval. Please contact me to arrange a time for you to come to my office and retrieve the items.

Discussion of Action Items:

**Valley Road Tenants.** With the award of this property to you, you are also awarded the lease contracts associated with the property. You currently hold the physical lease documents. Mr. Townley informed the tenants payment should be made to you moving forward. Payments have been made by placing payment in a drop box at Seven Star Realty. If you wish a different payment method, you must reach out to the tenants. Because you are the lessor and responsible for the lessor's obligations under the rental contracts, you must provide the tenants your contact information.

**Utility Bills.** Mr. Townley has removed his liability on the utility bills associated with the properties awarded to you. **YOU SHOULD TAKE IMMEDIATE STEPS TO CONTINUE UTILITY SERVICE. IF YOU DO NOT, THERE IS A RISK OF SIGNIFICANT PROPERTY DAMAGE IF PIPES FREEZE AND BURST.** Mr. Townley directed the bills to be delivered to your home on Aesop Court. Bills associated with Seven Star Realty will continue to that address. If you wish delivery to a different address, you must reach out to the service providers.

\*Fellow of the American Academy of Matrimonial Lawyers.

†Nevada Certified Family Law Specialist

**Seven Star Spectrum Bill.** As a courtesy to you, Mr. Townley did not modify the Spectrum bill for the Valley Road property because that bill includes the Seven Star Realty business phone number. Mr. Townley was informed failure to pay the bill will cause a forfeit of the Seven Star Realty phone number. Mr. Townley intends to pay the January bill. He will not pay after that. If you do not take action before the end of the January billing period, you will likely forfeit Seven Star Realty's business phone number. Home and Auto Insurance. Mr. Townley contacted your insurers and separated the home and auto policies for his property and vehicles from your property and vehicles.

You are responsible for paying for your insurance going forward. Mr. Townley is informed the next payment will be due on or about January 20, 2020. Mr. Townley directed the insurers to delivery your bill to your home on Aesop Court. You must reach out to the insurers if you wish a different billing address or to change your coverage. Health Insurance. Mr. Townley is working to separate your health insurance policy from his policy. Mr. Townley expects to complete that division as of the February 2020 billing cycle. You must immediately contact Hometown Health and arrange for payment of your insurance premiums.

**Keller Williams Profit Sharing.** You must contact Keller Williams and inform the company where your profit sharing funds, if any, should be sent in the future.

**Seven Star Realty Business Accounts.** Mr. Townley cannot remove himself as a signer on the Seven Star Realty accounts as he is not an officer of the company. You must remove Mr. Townley. Please provide a date by which you will remove Mr. Townley from the accounts.

**Cellular Phone.** Your cellular phone bill will come due in January 2020. John observed activity on your number. If you wish to retain your cellular phone number, John will release it. However, Sprint informed John it will only hold the number for 48 hours. So, if you wish to keep the number, you must inform John beforehand. The transfer must be completed online. You must create an account with Sprint. John will not continue paying for this plan.

**Redstone Drive.** John received this property. Since you and he are on title to this property outside of any trust, you must transfer your interest in the property to John. A quitclaim deed transferring your interest in the property is attached to this letter. Be advised if you do not execute the quitclaim deed within 10 business days of presentation, John has the right to obtain an order the Clerk of Court sign as your attorney in fact and awarding him a judgment against you for the fees and costs he incurs.

**Achilles Drive.** John, in his capacity as trustee of the Townley Mezzano trust, intends to execute a quitclaim deed transferring this property from the trust to him before the trust is revoked/dissolved.

**F Street.** John, in his capacity as trustee of the Townley Mezzano trust, intends to execute a quitclaim deed transferring this property from the trust to him before the trust is revoked/dissolved.

**Aesop Court.** John, in his capacity as trustee of the Townley Mezzano trust, intends to execute a quitclaim deed transferring this property from the trust to you before the trust is revoked/dissolved. He will direct the deed be delivered to the Aesop Ct. address once recorded as well as all future tax statements.

**Valley Road.** John, in his capacity as trustee of the Townley Mezzano trust, intends to execute a quitclaim deed transferring this property from the trust to you before the trust is revoked/dissolved. He will direct the deed be delivered to the Aesop Ct. address once recorded as well as all future tax statements.

**Corvette.** The 2001 Corvette awarded to you in the divorce was held in the name of the Southern Illinois Wetland Preservation Trust. John, as trustee, executed the necessary documents to transfer the vehicle to you. Those documents are available for pickup at my office.

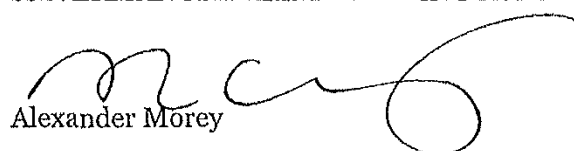
**Gold & Coins.** The gold and coins were awarded to John as part of his property upon divorce. You kept these coins in the safe at the Aesop Ct. home. There were a few ounces of Placer gold in the safe and a number of gold and silver coins. The gold and coins must be delivered to my office, 500 Damonte Ranch Pkwy., Ste. 675, Reno, Nevada 89521, within 30 days of this letter.

**Safe Deposit Box.** John transferred the autopayment for this box to the Seven Star Realty account. You may keep or terminate the box and its contents as you feel best. Releasing Real Estate License / Windup of Commissions. One commission will come due and payable to John from Seven Star Realty on or about January 7, 2020. The commission is an 80/20 split. Seven Star will owe John \$5,200. Second, John understands that you, the broker for Seven Star Realty, must release his license. Please confirm you will pay the commission due on receipt and release John's license promptly upon his request.

Feel free to call me to discuss this letter and this case: 775-322-3223.

Respectfully,

SILVERMAN KATTELMAN SPRINGGATE

  
Alexander Morey

ACM:tm  
cc: client

APN: 003-351-09

When recorded please return to:

Name: Silverman Kattelman Springgate, Chtd.  
Address: 500 Damonte Ranch Pkwy., #675  
City: Reno, Nevada 89521

MAIL FUTURE TAX STATEMENTS TO:

Name: John Townley  
Address: 145 Redstone Dr.  
Reno, NV 89512

---

**QUITCLAIM DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, John M. Townley, an unmarried man and Rochelle Mezzano, an unmarried woman, do hereby remise, release and forever quitclaim and transfer all right, title and interest to John M. Townley, an unmarried man as his sole and separate property the real property situate in the State of Nevada, County of Washoe, described as follows:

Commencing at the Northwest corner of Lot 18 in Block A of Prospect Hill Subdivision No 1, Washoe County, Nevada, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on October 24, 1952; thence North 206.2 feet; thence North 62°50' East 305.75 feet to the point of beginning; thence North 27°10' West 194.97 feet; thence North 73°50' East 122.25 feet; thence South 27°10' East 171.64 feet; thence South 62°50' West 120.0 feet to the point of beginning. Situate in the SE ¼ of the NW ¼ of Section 35, Township 20 North, Range 19 East, M.D.B.&M.

TOGETHER with all tenements, hereditaments and appurtenances thereunto belonging or appertaining, and any reversions remainders, rents, issues and profits thereof.

\_\_\_\_\_  
John M. Townley

STATE OF NEVADA       )  
                                  : ss  
COUNTY OF WASHOE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020 John M. Townley, personally appeared before me, a Notary Public, who acknowledged to me that he executed the within document and that he did so freely, voluntarily and for the uses and purposes therein described.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Rochelle Mezzano

STATE OF NEVADA        )  
                                  : ss  
COUNTY OF WASHOE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020 Rochelle Mezzano, personally appeared before me, a Notary Public, who acknowledged to me that she executed the within document and that she did so freely, voluntarily and for the uses and purposes therein described.

\_\_\_\_\_  
Notary Public

FILED  
Electronically  
DV19-01564  
2020-03-30 02:15:30 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7814843 : jbye

# EXHIBIT 4



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)

FILED  
Electronically  
DV19-01564  
2020-03-30 02:15:30 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7814843 : jbye

# EXHIBIT 5



SILVERMAN  
KATTELMAN  
SPRINGGATE, Chtd.

Gary R. Silverman\*  
Michael V. Kattelman  
John P. Springgate†  
Alexander C. Morey†  
Kenton Karrasch  
Benjamin Albers

silverman@sks-reno.com  
mvk@sks-reno.com  
springgate@sks-reno.com  
amorey@sks-reno.com  
karrasch@sks-reno.com  
ben@sks-reno.com

[www.sks-reno.com](http://www.sks-reno.com)

500 Damonte Ranch Parkway, Suite 675 – Reno, Nevada 89521  
(775) 322-3223 Fax (775) 322-3649

January 10, 2020  
Via email and facsimile

F. Peter James  
Law Offices of F. Peter James, Esq.  
3821 West Charleston Blvd. St., 250  
Las Vegas, NV 89102  
Fax: 702-256-0145

RE: Marriage of Townley & Mezzano, DV19-01564

Dear Mr. James:

Ms. Mezzano is directing caustic communications to my client. Have her stop immediately. All communication about this case must proceed through counsel. Second, when you and I spoke on the phone earlier this week, I requested a statement from Ms. Mezzano about what she wanted out of this divorce. You indicated you were seeking that information from her. I do not know whether Mr. Townley will have any appetite to settle this matter without the Court relieving Ms. Mezzano of the decree, but before Ms. Mezzano proceeds with litigation, she has an obligation to explain her desired resolution. Third, Ms. Mezzano owns Seven Star Realty. She is responsible for managing the business and ensuring bills are paid. Ms. Mezzano is demanding my client make payments. In particular, Ms. Mezzano demands my client make a payment to an agent to whom Seven Star owes money. (See attached email.) Mr. Townley understands the payment to Seven Star from which the agent is due a commission is sitting—in check form—on Ms. Mezzano's desk at Seven Star. He does not believe there are sufficient funds in the Seven Star account to make the payment without depositing that check. Ms. Mezzano must return to Reno, deposit the check, and make the payment to the agent.

Last, I suggest you review Ms. Mezzano's communication with Mr. Townley, especially the attached message in which she admits she was served. Ms. Mezzano knew a divorce case was coming. Ms. Mezzano knew the process server was at her house and had documents to give her. The process server confirmed Ms. Mezzano was present inside the home. When Ms. Mezzano refused to come to the door to receive documents,

///

\*Fellow of the American Academy of Matrimonial Lawyers.

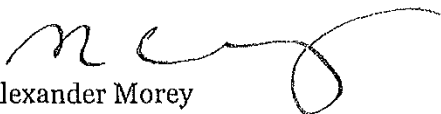
†Nevada Certified Family Law Specialist

F. Peter James  
January 10, 2020  
Page 2 of 2

the process server posted the documents on the door. Ms. Mezzano received the documents. Ms. Mezzano was served. If she forces this issue, she should be prepared to pay Mr. Townley's attorney's fees and costs.

Respectfully,

SILVERMAN KATTELMAN SPRINGGATE

  
Alexander Morey

ACM:tm  
enc.  
cc: client

**Alexander Morey**

---

**From:** sevenstarrealty <sevenstarrealty@yahoo.com>  
**Sent:** Thursday, January 9, 2020 4:03 PM  
**To:** Alexander Morey  
**Subject:** Fwd: 36-40 Park St check

Sent from my Verizon, Samsung Galaxy smartphone

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

**From:** Rochelle Mezzano <RochelleMezzano@Yahoo.com>  
**Date:** 1/9/20 1:44 PM (GMT-07:00)  
**To:** renorealtors@yahoo.com, Boy Townley Townley <SevenStarRealty@yahoo.com>  
**Subject:** Fwd: 36-40 Park St check

Dear John,

Are you in the process of finding someone to sue your present attorney for malpractice and damages? No offense, you might consider it very seriously.

Below Victor is needing a check. Figure it out, please, for his sake and ours.

Thank you.

Rochelle Mezzano.

Begin forwarded message:

**From:** VICTOR MCDONALD <esqular00@aol.com>  
**Date:** January 9, 2020 at 12:36:44 PM MST  
**To:** Rochelle Mezzano <rochellemezzano@yahoo.com>  
**Subject:** 36-40 Park St check

John texted me to say he is no  
Longer cutting commission checks  
For 7 Star Realty

I need that check this week to pay bills

First Centennial check  
\$19,000

My commission check  
\$15,200

Thanks  
Victor

Sent from my iPhone

**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](mailto:RochelleMezzano@Yahoo.com)>

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

To: [Info@SierraMediation.com](mailto:Info@SierraMediation.com), [renorealtors@yahoo.com](mailto:renorealtors@yahoo.com)

Subject: Mediation

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

10 **IN THE FAMILY DIVISION**  
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 **REQUEST FOR SUBMISSION**

25 It is requested that the Motion to Set Aside Decree of Divorce and For Related  
26 Relief in the above entitled matter be submitted to the Court for decision.

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

Dated this 8th day of April 2020.

SILVERMAN KATTELMAN SPRINGGATE, CHTD.

/s/ Alexander Morey  
ALEXANDER MOREY  
Attorney for 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 the  
5 foregoing Request for Submission the party(ies) identified below by:

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

9 ☐ Hand Delivery

10 ☐ Facsimile to the following numbers:

11 ☐ Federal Express or other overnight delivery

12 ☐ Reno Carson Messenger Service

13 ☐ Certified Mail, Return receipt requested

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

15 ☐ Email:

16 addressed to:

17  
18 F. Peter James  
19 3821 West Charleston Blvd., Ste. 250  
20 Las Vegas, NV 89102  
21

22  
23  
24 Dated this 8th day of April 2020.

25  
26 /s/ Toni Matts  
27  
28



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

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

Case No. DV19-01564

Dept. No. 13

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

19 This Court reviewed Rochelle Mazzano's ("Ms. Mazzano") *Motion to Set Aside*  
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 served came by and she only “later found” the documents inside  
9 her home. Ms. Mezzano argues the judgment is void due to improper service of the  
10 complaint and therefore must be set aside. Ms. Mezzano acknowledges an email to Mr.  
11 Townley stating she received the divorce papers, but she argues that fact does not  
12 establish valid service. She believes Mr. Townley will suffer no prejudice if the Default  
13 Decree is set aside and requests an award of attorney’s fees.

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

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

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

6 Conclusions of Law

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

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

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

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

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

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

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

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

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

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

IT IS SO ORDERED.

Dated: May 22nd, 2020.

Budget E. Lusk  
District Judge

Case No. DV19-01564

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

10 **IN THE FAMILY DIVISION**  
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 **NOTICE OF ENTRY OF ORDER**

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

26 PLEASE TAKE NOTICE that the above-entitled Court entered the Order Denying  
27 Motion to Set Aside Decree of Divorce and For Related Relief in this matter on May 22,  
28 2020.

///

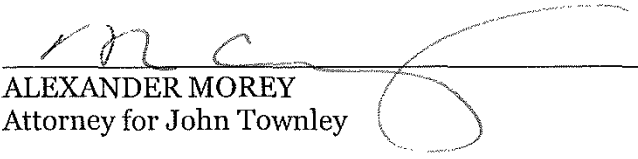
///

Silverman, Kattelman  
Springgate, Chtd.  
500 Damonte Ranch  
Pkwy., #675  
Reno, Nevada 89521  
(775) 322-3223  
Fax (775) 322-3649

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

4 Dated this 26 day of May 2020.

5 SILVERMAN KATTELMAN SPRINGGATE, CHTD.  
6

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9 ALEXANDER MOREY  
10 Attorney for John Townley  
11  
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1 CODE:  
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6 IN THE FAMILY DIVISION  
7 OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
8 IN AND FOR THE COUNTY OF WASHOE  
9

10 JOHN TOWNLEY,

11 Plaintiff,

12 vs.

13 ROCHELLE MEZZANO,  
14

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

Case No. DV19-01564

Dept. No. 13

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

19 This Court reviewed Rochelle Mazzano's ("Ms. Mazzano") *Motion to Set Aside*  
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 served came by and she only "later found" the documents inside  
9 her home. Ms. Mezzano argues the judgment is void due to improper service of the  
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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  
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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  
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23 Which means I need to retain an attorney. So, I need a retainer. How would you like to  
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26 from that point forward. On January 4, 2020, Mr. Townley's counsel states he received a  
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28 would be moving to set aside the decree. Mr. Townley argues that, after six months from  
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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  
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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

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

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

---

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

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

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

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

IT IS SO ORDERED.

Dated: May 22nd, 2020.

Budget E. Lusk  
District Judge

Case No. DV19-01564

1 **CERTIFICATE OF SERVICE**

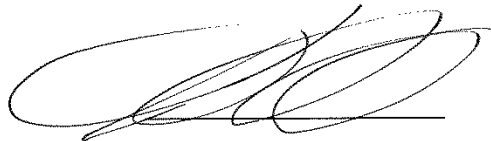
2  
3 Pursuant to NRCP 5 (b), I hereby certify that I am an employee of Silverman,  
4 Kattelman Springgate, Chtd, and on the date set forth below, I served a true copy of the  
5 foregoing Notice of Entry of Order the party(ies) identified below by:

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

17  
18 addressed to:

19  
20 F. Peter James  
21 3821 West Charleston Blvd., Ste. 250  
22 Las Vegas, NV 89102  
23

24 Dated this 26th day of May 2020.

25   
26  
27  
28

1 Code:  
LAW OFFICES OF F. PETER JAMES, ESQ.  
2 F. Peter James, Esq.  
Nevada Bar No. 10091  
3 Peter@PeterJamesLaw.com  
3821 West Charleston Boulevard, Suite 250  
4 Las Vegas, Nevada 89102  
702-256-0087  
5 702-256-0145 (fax)  
Counsel for Defendant  
6

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

10 JOHN TOWNLEY,  
11 Plaintiff,

CASE NO.: DV19-01564  
DEPT.: 13

12 vs.

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

16 Defendant.

17 **NOTICE OF APPEAL**

18 Notice is hereby given that Defendant, Rochelle Mezzano, by and through her counsel,  
19 F. Peter James, Esq., hereby appeals to the Supreme Court of Nevada from the Order Denying  
20 Motion to Set Aside Decree of Divorce and for Related Relief (filed May 22, 2020), from the  
21 Order Granting Motion Vesting Title to Real Property in Plaintiff; in the Alternative, Motion  
22 for Clerk of the Court to Execute Deed as Attorney in Fact (file May 27, 2020), from the Order  
23 Regarding Motion for Order Directing Delivery of Funds Due Defendant Pursuant to Divorce

1 and Papers and Things Relating to Defendant's Property to Last Known Residence (filed May  
2 27, 2020), from the Order Granting Motion for Order Requiring Defendant to Remove  
3 Plaintiff's Liability on Mortgage Assigned to Her in Decree of Divorce and Motion Requiring  
4 Sale of Real Property to Protect Plaintiff from Liability if Defendant Defaults in Payment of  
5 the Mortgage (filed May 27, 2020), from the Order Regarding Motion to Join Irrevocable Trust  
6 to Facilitate Distribution of Community Property Post-Divorce and Order Directing  
7 Distribution of Assets from Trusts (filed May 29, 2020), and from all other related orders /  
8 decrees.

9 Under NRS 239B.030, the undersigned affirms the preceding contains no social  
10 security numbers.

11 Dated this 12<sup>th</sup> day of June, 2020

12 /s/ *F. Peter James*

13 LAW OFFICES OF F. PETER JAMES  
14 F. Peter James, Esq.  
15 Nevada Bar No. 10091  
16 3821 W. Charleston Blvd., Suite 250  
17 Las Vegas, Nevada 89102  
18 702-256-0087  
19 Counsel for Defendant  
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**CERTIFICATE OF SERVICE**

I certify that on this 12<sup>th</sup> day of June, 2020, I caused the above and foregoing document entitled **NOTICE OF APPEAL** to be served as follows:

☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

☒ pursuant to NEFCR, NRCR 5(b)(2)(D), and Administrative Order 14-2 captioned “In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court,” by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system;

to the attorney(s) / party(ies) listed below at the address(es) indicated below:

Alexander Morey, Esq.  
Silverman, Kattleman, Springgate, Chtd.  
500 Damonte Ranch Parkway, Suite 675  
Reno, Nevada 89521  
775-322-3223  
Counsel for Plaintiff

By: /s/ F. Peter James

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



1 Code:  
LAW OFFICES OF F. PETER JAMES, ESQ.  
2 F. Peter James, Esq.  
Nevada Bar No. 10091  
3 Peter@PeterJamesLaw.com  
3821 West Charleston Boulevard, Suite 250  
4 Las Vegas, Nevada 89102  
702-256-0087  
5 702-256-0145 (fax)  
Counsel for Defendant  
6

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

10 JOHN TOWNLEY,  
11 Plaintiff,

CASE NO.: DV19-01564  
DEPT.: 13

12 vs.

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

16 Defendant.

17 **CASE APPEAL STATEMENT**

18 **1. Name of the appellant filing this Case Appeal Statement:**

19 Rochelle Mezzano, the Defendant in the district court

20 **2. Identify the judge issuing the decision, judgment, or order appealed from:**

21 Hon. Bridget E. Robb, District Court Judge (Family Division), Department 13.

22 **3. Identify each appellant and the name and address of counsel for each appellant:**

23 Rochelle Mezzano, Appellant

1 F. Peter James, Esq.  
2 Law Offices of F. Peter James, Esq.  
3 3821 West Charleston Boulevard, Suite 250  
4 Las Vegas, Nevada 89102  
5 702-256-0087  
6 702-256-0145 (fax)  
7 Counsel for Appellant

8 **4. Identify each respondent and the name and address of appellate counsel, if known,**  
9 **for each respondent (if the name of a respondent's appellate counsel is unknown,**  
10 **indicate as much and provide the name and address of that respondent's trial**  
11 **counsel):**

12 Respondent, John Townley  
13 Alexander Morey, Esq.  
14 John Springgate, Esq.  
15 Michael Kattleman, Esq.  
16 Gary Silverman, Esq.  
17 Kenton Karrasch, Esq.  
18 Benjamin Albers, Esq.  
19 Silverman Kattleman Springgate, Chtd.  
20 500 Damonte Ranch Parkway, Suite 675  
21 Reno, Nevada 89521  
22 775-322-3223  
23 Counsel for Respondent

24 **5. Indicate whether any attorney identified above in response to question 3 or 4 is**  
25 **not licensed to practice law in Nevada and, if so, whether the district court granted**  
26 **that attorney permission to appear under SCR 42 (attach a copy of any district**  
27 **court order granting such permission):**

28 All counsel referenced above are licensed to practice law in the State of Nevada.

29 **6. Indicate whether appellant is represented by appointed or retained counsel in the**  
30 **district court:**

1 For all intents and purposes, Appellant was represented by retained counsel in the  
2 district court.

3 **7. Indicate whether appellant is represented by appointed or retained counsel on**  
4 **appeal:**

5 Appellant is represented by retained counsel on appeal.

6 **8. Indicate whether appellant was granted leave to proceed in forma pauperis and**  
7 **the date of entry of the district court order granting such leave:**

8 Appellant was never granted leave to proceed in forma pauperis.

9 **9. Indicate the date the proceedings commenced in the district court:**

10 The Complaint for Divorce was filed on September 24, 2019.

11 **10. Provide a brief description of the action and result in the district court, including**  
12 **the type of judgment or order being appealed and the relief granted by the district**  
13 **court:**

14 This is a divorce action without children. Plaintiff / Respondent obtained a default  
15 Decree of Divorce, though there was no proper service of the Complaint. Appellant /  
16 Defendant filed to set aside the Decree, which the district court denied. Respondent /  
17 Plaintiff filed motions post-decree regarding property awards, which Appellant /  
18 Respondent opposed. The district court granted these post-decree motions. Appellant  
19 appeals these decisions.

20 **11. Indicate whether the case has previously been the subject of an appeal to or**  
21 **original writ proceeding in the Supreme Court and, if so, the caption and Supreme**  
22 **Court docket number of the prior proceeding:**

23 N/A.

1 **12. Please state whether the appeal involves child custody or visitation:**

2 The appeal does involve child custody and visitation issues.

3 **13. Please state whether the appeal involves the possibility of settlement:**

4 The parties might be able to resolve the matter in a settlement conference.

5 Under NRS 239B.030, the undersigned affirms the preceding contains no social  
6 security numbers.

7 Dated this 12<sup>th</sup> day of June, 2020

8 */s/ F. Peter James*

9 LAW OFFICES OF F. PETER JAMES

F. Peter James, Esq.

10 Nevada Bar No. 10091

3821 W. Charleston Blvd., Suite 250

11 Las Vegas, Nevada 89102

702-256-0087

12 Counsel for Defendant

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**CERTIFICATE OF SERVICE**

I certify that on this 12<sup>th</sup> day of June, 2020, I caused the above and foregoing document entitled **CASE APPEAL STATEMENT** to be served as follows:

☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

☒ pursuant to NEFCR, NRCPC 5(b)(2)(D), and Administrative Order 14-2 captioned “In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court,” by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system;

to the attorney(s) / party(ies) listed below at the address(es) indicated below:

Alexander Morey, Esq.  
Silverman, Kattleman, Springgate, Chtd.  
500 Damonte Ranch Parkway, Suite 675  
Reno, Nevada 89521  
775-322-3223  
Counsel for Plaintiff

By: /s/ F. Peter James

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