

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

3 Electronically Filed
4 May 07 2021 04:56 p.m.
5 Elizabeth A. Brown
Clerk of Supreme Court

6 ROCHELLE MEZZANO,

7 Appellant,

No. 81379

8 vs.

9 JOHN TOWNLEY,

10 Respondent.

11 **OPPOSITION TO MOTION TO EXTEND TIME TO FILE REPLY BRIEF**

12 Respondent, John Townley, through counsel, Silverman Kattelman
13 Springgate, Chtd., opposes any extension of time for Appellant to file a reply brief
14 and requests the Court DENY the Motion to Extend Time to File Reply Brief filed
15 May 3, 2021.

16 **POINTS AND AUTHORITIES**

17 **FACTS**

18 On September 11, 2019, undersigned counsel sent a letter to Rochelle
19 Mezzano advising her counsel represented John Townley, that John was
20 proceeding with a divorce, and that her immediate action was required, or John
21 would proceed with litigation. (Exhibit "1".) Rochelle did not respond, and John
22 initiated this divorce action. A complaint was filed, and a summons obtained.
23

24 On October 4, 2019, a process server arrived at Rochelle's home. The
25 process server determined Rochelle was in the house when she responded to an
26 oral request she come to the door. Rochelle, who knew a divorce was imminent,
27 refused to come to the door. The process server, therefore, posted the summons
28

1 and complaint and left the property. It is certain Rochelle received the documents;
2 she sent an email to John at 6:54 p.m. on the day of service which read “I got
3 served papers today. I have twenty days including the weekend to respond. Which
4 means I need to retain an attorney. So, I need a retainer. How would you like to
5 proceed?” (Exhibit “2”.) From that point forward, Rochelle refused to participate
6 in the case.

7
8 The Court entered a default divorce on December 11, 2019. (Exhibit “3”.)

9 Notice of entry of the divorce decree was sent to Rochelle by mail and email
10 on December 12, 2019. (Exhibit “4”.)

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

15 On March 3, 2020, undersigned counsel filed motions in the district court on
16 John’s behalf seeking relief under the decree of divorce. (Exhibit “6”.) [docket
17 sheet]
18

19 On March 23, 2020, more than 90 days after mailing notice of entry of the
20 decree of divorce and more than 60 days after Rochelle’s counsel first appeared,
21 Rochelle finally filed a motion to set aside the decree of divorce. (Id.)

22 On May 22, 2020, the district court denied Rochelle’s motion to set aside the
23 decree of divorce. (Exhibit “7”.) Rochelle never sought reconsideration or a stay in
24 the district court.

25 Rochelle delayed another 52 days before, on July 14, 2020—seven months
26 after entry of the divorce decree and 10 months after this matter began—seeking a
27 stay for the first time in this Court, which this Court denied on August 24, 2020.
28

1 Rochelle then filed a motion to stay in the trial court, Exhibit “8”, which she
2 never submitted for consideration.

3 In the intervening period, the Supreme Court assigned this matter to its
4 settlement program. Margaret Crowley was appointed the Supreme Court
5 Settlement Judge. Rochelle immediately began frustrating the mediation process,
6 and after Rochelle’s behavior and lack of communication by her counsel, Ms.
7 Crowley submitted a report recommending the matter be removed from the
8 settlement program. A detailed account of Rochelle’s behavior appears in the
9 letter from counsel to Ms. Crowley attached as Exhibit “9”.
10

11 This Court issued its order reinstating briefing on October 21, 2020.
12 Rochelle’s opening brief was filed on February 2, 2021, nearly eight months after
13 she began this appeal. John’s opening brief was filed on March 18, 2021. Rochelle
14 requested a 14-day telephonic extension to file a reply brief, which she received.
15 Her counsel then filed the instant motion seeking yet more time based on an
16 alleged family emergency preventing him from completing the brief before the
17 May 3, 2021, deadline.
18

19 Rochelle’s counsel has found the time to request assistance on different
20 matters on the Nevada Bar’s Family Law Section Listserve. (Exhibit “10”).

21 **ARGUMENT**

22 NRAP 31(b)(3)(B) permits an extension of time only upon a “clear showing
23 of good cause.” NRAP 28 narrowly defines the subject matter of a reply brief and
24 provides a reply brief “must be limited to answering any new matter set forth in the
25 opposing brief.” Here, this appeal has been pending for nearly a year, and Rochelle
26 had 47 days—from March 18 through May 3—to prepare and file a reply brief. No
27 good cause exists to extend the time to file a reply brief. That Rochelle’s counsel
28

1 has found the time to address matters unrelated to this case and unrelated to his
2 alleged trials is evidence this matter is not important enough to promptly complete.
3 Rochelle has delayed and frustrated this matter at every stage. She had an
4 opportunity to present arguments in the trial court before divorce and did not. She
5 had her opportunity to present arguments promptly after the divorce and did not.
6 She had an opportunity to promptly participate in settlement and did not.
7

8 Rochelle has had her opportunity to present her arguments to this Court. The
9 time has run. There is no good cause to extend the time to file a reply brief. The
10 Motion to Extend Time to File Reply Brief should be denied.

11 CONCLUSION

12 This Court must stop the delays in this matter and bring a conclusion. No
13 good cause exists to yet again extend the time for Rochelle Mezzano to act. Her
14 Motion to Extend Time to File Reply Brief should be denied.
15

16 Under NRS 239B.030 the undersigned affirms the preceding contains no
17 social security number.
18

19 Dated this 7th day of May 2021.
20

21
22 
23 ALEXANDER MOREY
SILVERMAN KATTELMAN SPRINGGATE,
CHTD.

24 Nevada State Bar No. 11216
25 500 Damonte Ranch Pkwy. #675
26 Reno, NV 89521
(775) 322-3223
27 Attorney for Respondent
28

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INDEX OF EXHIBITS

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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

September 11, 2019
Via U.S. Mail

Rochelle Mezzano
735 Aesop Ct.
Reno, NV 89512

RE: Marriage of Townley and Mezzano

Dear Ms. Mezzano:

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

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

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

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

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

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

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

Respectfully,

SILVERMAN KATTELMAN SPRINGGATE, CHTD.

A handwritten signature in dark ink, appearing to read 'Alexander Morey', with a large, stylized flourish at the end.

ALEXANDER MOREY

ACM:tm
cc: client

EXHIBIT 2

Alexander Morey

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

Sent from Yahoo Mail on Android

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

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

Sent from my Verizon, Samsung Galaxy smartphone

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

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

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

I have no objection will let you know monday or Tues

Sent from my Verizon, Samsung Galaxy smartphone

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

From: Rochelle Mezzano <RochelleMezzano@yahoo.com>

Date: 10/4/19 9:55 PM (GMT-06:00)

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

Subject: Mediation

EXHIBIT 3

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

Code:
1 Gary R. Silverman (NSB# 409) Michael V. Kattelman (NSB#6708)
1 John P. Springgate (NSB# 1360) Alexander C. Moyer (NSB#11216)
2 Kanton Kattelman (NSB#13516) Benjamin Albava (NSB#11896)
2 Silverman Kattelman Springgate, Chld.
3 606 Diamond Ranch Parkway, Suite 675
3 Reno, Nevada 89521
4 Telephone: 775/322-3223
4 Facsimile: 775/322-3649
Attorney for John Townley

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 **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**
18 **as may exist or be formed**
19 **Defendants.**

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

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

27 **FINDINGS OF FACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 CONCLUSIONS OF LAW

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

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

DECREE OF DIVORCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 *Budget E. Rapp*
14 DISTRICT JUDGE

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

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CERTIFICATE OF MAILING

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

Rochelle Mezzano
735 Aesop Ct.
Reno, NV 89512

CERTIFICATE OF ELECTRONIC SERVICE

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

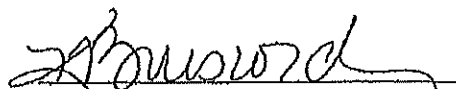
Alexander Morey, Esq.
(for John Townley)

Attention

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

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

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


Court Clerk

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

EXHIBIT 1

PROPERTY TO HUSBAND, JOHN TOWNLEY

REAL PROPERTY
145 Redstone Dr., Reno NV APN 003-35-109
3120 Achilles Drive & 855 Atlas Ct., Reno NV APN 003-30-203
1532 F Street, Sparks, NV APN 031-35-215
CASH
Optum HSA x7669
Heritage accounts:
x4842 x5457, x2218
Personal account x2232
IRS money held on account
Fidelity x6512
Coins/Gold
Gold money x9416
GUCOT Trust x6982
SIWPT Trust x8359
TWDKT Trust x6974
NJWWT Trust
x8809
VEHICLES
1965 Pontiac Tempest-GTO VIN 237375P309242
2007 Ram 4x4 VIN 1DSKS28C87J536266
2001 Chevy Corveta 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 1GCGK24M9GP947349 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 4P2AB1623VUD06970
2014 RZR VIN 4XAST1EA3EF365436
2014 Polaris ATV
DEBTS
Chl-Costco account ending in X7943
Cabela's Capitol One account ending in X1107
Wells Fargo account ending in X3206
All other debts in Mr. Townley's sole name or incurred by him for his benefit.
TRUSTS

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

FILED
Electronically
DV19-01684
2019-12-11 04:37:44 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7633615

EXHIBIT 2

PROPERTY TO WIFE, ROCHELLE MEZZANO

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

EXHIBIT 4

Code:
1 Gary R. Silverman (NSB# 409) Michael V. Kattelman (NSB#6703)
2 John P. Springgate (NSB# 1350) Alexander C. Morey (NSB#11216)
3 Kenton Kurasch (NSB#13515) Benjamin Albers (NSB#11895)
4 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

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 **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**
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.

25 **///**

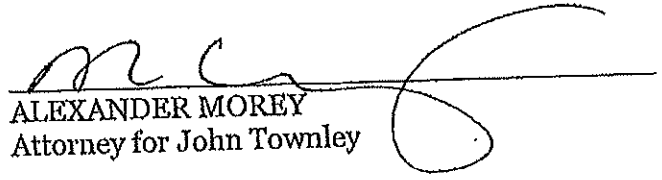
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Under NRS 239B.030 the undersigned affirms the preceding contains no social security number.

Dated this 12th day of December 2019.

SILVERMAN KATTELMAN SPRINGGATE, CHTD.


ALEXANDER MOREY
Attorney for John Townley

Code:
1 Gary R. Silverman (NSB# 409) Michael V. Kattelman (NSB#6703)
2 John P. Springgate (NSB# 1356) Alexander C. Morey (NSB#11216)
3 Kanton Kattelman (NSB#13515) Benjamin Albers (NSB#11896)
4 Silverman Kattelman Springgate, Chd.
5 600 Damonite Ranch Parkway, Suite 678
6 Reno, Nevada 89521
7 Telephone: 775/322-3223
8 Facsimile: 775/322-3649
9 Attorney for John Townley

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

15 **JOHN TOWNLEY,**

16 **Plaintiff**

Case No. DV19-01564

17 **vs.**

Dept. 13

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

25 **Defendants.**

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

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

FINDINGS OF FACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 CONCLUSIONS OF LAW

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

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

DECREE OF DIVORCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 *Pudret E. Roberts*
14 DISTRICT JUDGE

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

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

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

Rochelle Mezzano
735 Aesop Ct.
Reno, NV 89512

CERTIFICATE OF ELECTRONIC SERVICE

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

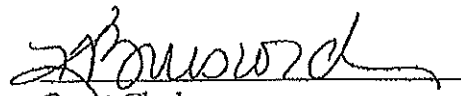
Alexander Morey, Esq.
(for John Townley)

Attention

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

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

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


Court Clerk

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

EXHIBIT 1

PROPERTY TO HUSBAND, JOHN TOWNLEY

REAL PROPERTY
146 Redstone Dr., Reno NV APN 003-35-109
3120 Achilles Drive & 855 Atlas Ct., Reno NV APN 003-50-203
1532 F Street, Sparks, NV APN 031-35-215
CASH
Optum HSA x7669
Heritage accounts
x4842, x6457, x2218
Personal account x2232
IRS money held on account
Fidelity x6512
Coins/Gold
Gold money x9416
GUOOT Trust x6982
SIWET Trust x8359
IWDKT Trust x6974
NJWWT Trust
x8809
VEHICLES
1965 Pontiac Tempest-GTO VIN 237375P309242
2007 Ram 4x4 VIN 1DSKS28C87J536266
2001 Chevy Corvette Z VIN 1G1YY12S915113880 and/or the parties' beneficial interest in the vehicle via the Southern Illinois Wetlands Preservation Trust such that upon distribution of the vehicle from the trust all right, title, and interest shall be owned by Husband
1986 Chevy 1520 4x4 PU VIN 1GCGK24M9GF347349 and/or the parties' beneficial interest in the vehicle via the Southern Illinois Wetlands Preservation Trust such that upon distribution of the vehicle from the trust all right, title, and interest shall be owned by Husband
2006 Toy Hauler VIN 5LZBE19236S003527 and/or the parties' beneficial interest in the vehicle via the Southern Illinois Wetlands Preservation Trust such that upon distribution of the vehicle from the trust all right, title, and interest shall be owned by Husband
1997 Pace trailer VIN 4P2AB1623VUD06970
2014 RZR VIN 4XAST1EA3RF365436
2014 Polaris ATV
DEBTS
Citi-Costco account ending in X7943
Cabela's-Capitol One account ending in X1107
Wells Fargo account ending in X3206
All other debts in Mr. Townley's sole name or incurred by him for his benefit.
TRUSTS

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

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

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

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

PERSONAL EFFECTS

Furniture and furnishings in his possession

FILED
Electronically
DV19-01584
2019-12-11 04:37:44 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7633615

EXHIBIT 2

PROPERTY TO WIFE, ROCHELLE MEZZANO

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

CERTIFICATE OF SERVICE

Pursuant to NRCP 5 (b), I hereby certify that I am an employee of Silverman, Kattelman Springgate, Chtd, and on the date set forth below, I served a true copy of the foregoing Notice of Entry of Findings of Fact, Conclusions of Law and Decree of Divorce the party(ies) identified below by:

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

addressed to:

Rochelle Mezzano
735 Aesop Ct,
Reno, NV 89512

Dated this 12 day of December 2019.



EXHIBIT 5



VIA FACSIMILE
January 4, 2020

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

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

Dear Mr. Morey:

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

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

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

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

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

Sincerely,

F. Peter James, Esq.

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

EXHIBIT 6

Case Information

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

Case Cross Reference

Cross Reference Number
SCN 81379

Case Parties

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

Event Information

Date/Time	Hearing Judge	Event Description	Outcome
05/12/2020 at 1:22 PM	Honorable BRIDGET ROBB	S1 - Request for Submission	S200 - Request for Submission Complet filed on: 05/22/2020 Extra Text: S200 - Request for Submission Complet filed on: 05/22/2020
04/08/2020 at 1:41 PM	Honorable BRIDGET ROBB	S1 - Request for Submission	Extra Text: ORDER DENYING MOTION TO SET ASIDE DECREE OF DIVORCE AND FOR RELATED RELIEF S200 - Request for Submission Complet filed on: 05/27/2020 Extra Text: ORDER GRANTING MOTION FOR ORDER REQUIRING DEFENDANT TO REMOVE PLAINTIFF'S LIABILITY ON MORTGAGE ASSIGNED TO HER IN DECREE OF DIVORCE AND MOTION REQUIRING SALE OF REAL PROPERTY TO PROTECT PLAINTIFF FROM LIABILITY IF DEFENDANT DEFAULTS IN PAYMENT OF THE MORTGAGE S200 - Request for Submission Complet filed on: 05/29/2020
03/30/2020 at 2:59 PM	Honorable BRIDGET ROBB	S4 - Request for Submission	Extra Text: ORDER REGARDING MOTION TO JOIN IRREVOCABLE TRUST TO FACILITATE DISTRIBUTION OF COMMUNITY PROPERTY POST- DIVORCE AND ORDER DIRECTING DISTRIBUTION OF ASSETS FROM TRUSTS S200 - Request for Submission Complet filed on: 05/27/2020
03/30/2020 at 2:56 PM	Honorable BRIDGET ROBB	S3 - Request for Submission	Extra Text: ORDER REGARDING MOTION FOR ORDER DIRECTING DELIVERY OF FUNDS DUE DEFENDANT PURSUANT TO DIVORCE AND PAPERS AND THINGS RELATING TO DEFENDANT'S PROPERTY TO LAST KNOWN RESIDENCE S200 - Request for Submission Complet filed on: 05/27/2020
03/30/2020 at 2:15 PM	Honorable BRIDGET ROBB	S2 - Request for Submission	Extra Text: ORDER REGARDING MOTION VESTING
03/30/2020 at 2:51 PM	Honorable BRIDGET ROBB	S1 - Request for Submission	S200 - Request for Submission Complet filed on: 05/27/2020 Extra Text: ORDER REGARDING MOTION VESTING

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

Docket Entry Information

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

\$2515 - 06/12/2020
 \$Notice/Appeal
 Supreme Court
 1310 - Case 06/12/2020
 Appeal Statement
 NEF - Proof of 06/12/2020
 Electronic Service
 NEF - Proof of 06/01/2020
 Electronic Service
 2540 - Notice of 06/01/2020
 Entry of Ord
 NEF - Proof of 05/29/2020
 Electronic Service

 3370 - Order ... 05/29/2020

 2540 - Notice of 05/28/2020
 Entry of Ord
 NEF - Proof of 05/28/2020
 Electronic Service
 2540 - Notice of 05/28/2020
 Entry of Ord
 2540 - Notice of 05/28/2020
 Entry of Ord
 3060 - Ord 05/27/2020
 Granting Mtn ...
 NEF - Proof of 05/27/2020
 Electronic Service
 NEF - Proof of 05/27/2020
 Electronic Service

 3370 - Order ... 05/27/2020

 NEF - Proof of 05/27/2020
 Electronic Service

 3370 - Order ... 05/27/2020

 2540 - Notice of 05/26/2020
 Entry of Ord
 NEF - Proof of 05/26/2020
 Electronic Service
 2842 - Ord 05/22/2020
 Denying Motion
 NEF - Proof of 05/22/2020
 Electronic Service

 3860 - Request 05/12/2020
 for Submission

 05/12/2020

Extra Text: Notice of Appeal - Transaction 7923736 - Approved By: CAGUILAR
 : 06-15-2020:08:14:00

Extra Text: Case Appeal Statement - Transaction 7923741 - Approved By:
 NOREVIEW : 06-12-2020:17:10:19

Extra Text: Transaction 7923742 - Approved By: NOREVIEW : 06-12-
 2020:17:11:07

Extra Text: Transaction 7901396 - Approved By: NOREVIEW : 06-01-
 2020:11:38:30

Extra Text: Transaction 7901395 - Approved By: NOREVIEW : 06-01-
 2020:11:37:40

Extra Text: Transaction 7899949 - Approved By: NOREVIEW : 05-29-
 2020:15:13:11

Extra Text: ORDER REGARDING MOTION TO JOIN IRREVOCABLE
 TRUST TO FACILITATE DISTRIBUTION OF COMMUNITY PROPERTY
 POST-DIVORCE AND ORDER DIRECTING DISTRIBUTION OF ASSETS
 FROM TRUSTS - Transaction 7899946 - Approved By: NOREVIEW : 05-29-
 2020:15:12:11

Extra Text: Transaction 7897117 - Approved By: NOREVIEW : 05-28-
 2020:12:31:01

Extra Text: Transaction 7897121 - Approved By: NOREVIEW : 05-28-
 2020:12:31:58

Extra Text: Transaction 7897117 - Approved By: NOREVIEW : 05-28-
 2020:12:31:01

Extra Text: Transaction 7897117 - Approved By: NOREVIEW : 05-28-
 2020:12:31:01

Extra Text: ORDER GRANTING MOTION FOR ORDER REQUIRING
 DEFENDANT TO REMOVE PLAINTIFF'S LIABILITY ON MORTGAGE... -
 Transaction 7895354 - Approved By: NOREVIEW : 05-27-2020:15:17:36

Extra Text: Transaction 7895364 - Approved By: NOREVIEW : 05-27-
 2020:15:18:46

Extra Text: Transaction 7895383 - Approved By: NOREVIEW : 05-27-
 2020:15:21:25

Extra Text: ORDER REGARDING MOTION FOR ORDER DIRECTING
 DELIVERY OF FUNDS DUE DEFENDANT PURSUANT TO DIVORCE AND
 PAPERS AND THINGS RELATING TO DEFENDANT'S PROPERTY TO
 LAST KNOWN RESIDENCE - Transaction 7895376 - Approved By:
 NOREVIEW : 05-27-2020:15:20:28

Extra Text: Transaction 7895403 - Approved By: NOREVIEW : 05-27-
 2020:15:24:26

Extra Text: ORDER REGARDING MOTION VESTING TITLE TO REAL
 PROPERTY IN PLAINTIFF; IN THE ALTERNATIVE, MOTION FOR CLERK
 OF COURT TO EXECUTE DEED AS ATTORNEY IN FACT - Transaction
 7895397 - Approved By: NOREVIEW : 05-27-2020:15:23:23

Extra Text: Transaction 7891858 - Approved By: NOREVIEW : 05-26-
 2020:11:19:25

Extra Text: Transaction 7891865 - Approved By: NOREVIEW : 05-26-
 2020:11:20:21

Extra Text: ORDER DENYING MOTION TO SET ASIDE DECREE OF
 DIVORCE AND FOR RELATED RELIEF - Transaction 7890459 - Approved
 By: NOREVIEW : 05-22-2020:14:53:28

Extra Text: Transaction 7890467 - Approved By: NOREVIEW : 05-22-
 2020:14:54:25

Extra Text: Transaction 7872406 - Approved By: NOREVIEW : 05-12-
 2020:11:06:07 DOCUMENT TITLE: MOTION TO SET ASIDE DECREE OF
 DIVORCE AND RELATED RELIEF (NO ORDER ATTACHED) PARTY
 SUBMITTING: F PETER JAMES ESQ DATE SUBMITTED: 5/12/20
 SUBMITTED BY: JBYE DATE RECEIVED JUDGE OFFICE:

NEF - Proof of
Electronic Service
NEF - Proof of
Electronic Service 04/08/2020

3860 - Request
for Submission 04/08/2020

3860 - Request
for Submission 03/30/2020

3860 - Request
for Submission 03/30/2020

3860 - Request
for Submission 03/30/2020

3795 - Reply... 03/30/2020

2645 - Opposition
to Mtn ... 03/30/2020

3860 - Request
for Submission 03/30/2020

NEF - Proof of
Electronic Service 03/30/2020

2460 - Mtn Set
Aside Default
Judg 03/23/2020

PAYRC -
**Payment
Receipted 03/23/2020

\$1565 - \$Def 1st
Appearance - DV 03/23/2020

NEF - Proof of
Electronic Service 03/23/2020

2645 - Opposition
to Mtn ... 03/23/2020

NEF - Proof of
Electronic Service 03/23/2020

03/22/2020

Extra Text: Transaction 7872417 - Approved By: NOREVIEW : 05-12-2020:11:07:07

Extra Text: Transaction 7827094 - Approved By: NOREVIEW : 04-08-2020:13:43:57

Extra Text: Transaction 7827090 - Approved By: NOREVIEW : 04-08-2020:13:42:49 DOCUMENT TITLE: MOTION TO SET ASIDE DIVORCE DECREE AND FOR RELATED RELIEF (NO ORDER) PARTY SUBMITTING: ALEXANDER MOREY DATE SUBMITTED: 4/8/2020

Extra Text: Transaction 7814843 - Approved By: JBYE : 03-30-2020:14:44:41 DOCUMENT TITLE: MOTION TO JOIN IRREVOCABLE TRUST TO FACILITATE DISTRIBUTION OF COMMUNITY PROPERTY POST DIVORCE AND MOTION FOR ORDER DIRECTING DISTRIBUTION OF ASSETS FROM TRUSTS (NO ORDER ATTACHED) PARTY SUBMITTING: ALEXANDER MOREY ESQ DATE SUBMITTED: 3/30/2020 SUBMITTED BY: JBYE DATE RECEIVED JUDGE OFFICE:

Extra Text: Transaction 7814843 - Approved By: JBYE : 03-30-2020:14:44:41 DOCUMENT TITLE: MOTION FOR ORDERING DIRECTING DELIVERY OF FUNDS DUE DEFENDANT PURSUANT TO DIVORCE AND PAPERS AND THINGS RELATED TO DEFENDANT'S PROPERTY TO LAST KNOWN RESIDENCE (NO ORDER ATTACHED) PARTY SUBMITTING: ALEXANDER MOREY ESQ DATE SUBMITTED: 3/30/2020 SUBMITTED BY: JBYE DATE RECEIVED JUDGE OFFICE:

Extra Text: Transaction 7814843 - Approved By: JBYE : 03-30-2020:14:44:41 DOCUMENT TITLE: MOTION VESTING TITLE TO REAL PROPERTY IN PLAINTIFF: IN THE ALTERNATIVE, MOTION FOR CLERK OF COURT TO EXECUTE DEED AS ATTORNEY IN FACT (NO ORDER ATTACHED) PARTY SUBMITTING: ALEXANDER MOREY ESQ DATE SUBMITTED: 3/30/2020 SUBMITTED BY: JBYE DATE RECEIVED JUDGE OFFICE:

Extra Text: TO CONSOLIDATED OPPOSITIONS TO MOTIONS FILED MARCH 3 2020 - Transaction 7814843 - Approved By: JBYE : 03-30-2020:14:44:41

Extra Text: TO SET ASIDE DECREE OF DIVORCE AND FOR RELATED RELIEF - Transaction 7814843 - Approved By: JBYE : 03-30-2020:14:44:41

Extra Text: Transaction 7814843 - Approved By: JBYE : 03-30-2020:14:44:41 DOCUMENT TITLE: MOTION FOR ORDER REQUIRING DEFENDANT TO REMOVE PLAINTIFF'S LIABILITY ON MORTGAGE ASSIGNED TO HER IN DECREE OF DIVORCE AND MOTION REQUIRING SALE OF REAL PROPERTY TO PROTECT PLAINTIFF FROM LIABILITY IF DEFENDANT DEFAULTS IN PAYMENT OF MORTGAGE (NO ORDER ATTACHED) PARTY SUBMITTING: ALEXANDER MOREY ESQ DATE SUBMITTED: 3/30/2020 SUBMITTED BY: JBYE DATE RECEIVED JUDGE OFFICE:

Extra Text: Transaction 7814976 - Approved By: NOREVIEW : 03-30-2020:14:45:55

Extra Text: Motion to Set Aside Decree of Divorce and for Related Relief - Transaction 7804204 - Approved By: JBYE : 03-23-2020:11:37:48

Extra Text: A Payment of \$202.00 was made on receipt DCFC84044.

Extra Text: Transaction 7804204 - Approved By: JBYE : 03-23-2020:11:37:48

Extra Text: Transaction 7804512 - Approved By: NOREVIEW : 03-23-2020:12:23:13

Extra Text: Consolidated Oppositions to Motions Filed March 3, 2020 - Transaction 7804450 - Approved By: SACORDAG : 03-23-2020:12:22:06

Extra Text: Transaction 7804322 - Approved By: NOREVIEW : 03-23-2020:11:39:01

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

1540 - Decree of Divorce
 1521 - Declaration of Resident Witness NEF - Proof of Electronic Service 11/27/2019
 1225 - Application Default Judgment NEF - Proof of Electronic Service 11/27/2019
 1225 - Application Default Judgment 11/19/2019
 1075 - Affidavit 11/19/2019
 ...
 2610 - Notice ... 11/19/2019
 2523 - Notice of Case Mgt Conference 11/19/2019
 1520 - Declaration 11/01/2019
 1550 - Default 11/01/2019
 NEF - Proof of Electronic Service 11/01/2019
 NEF - Proof of Electronic Service 11/01/2019
 2610 - Notice ... 10/29/2019
 NEF - Proof of Electronic Service 10/29/2019
 4085 - Summons Filed 10/28/2019
 NEF - Proof of Electronic Service 10/28/2019
 2540 - Notice of Entry of Ord 10/08/2019
 2605 - Notice to Set 10/08/2019
 NEF - Proof of Electronic Service 10/08/2019
 NEF - Proof of Electronic Service 10/07/2019
 3225 - Ord Sealing ... 10/07/2019
 NEF - Proof of Electronic Service 10/07/2019
 2665 - Ord Accepting Reassignment 10/07/2019
 CHECK - **Trust Disbursement 10/02/2019
 NEF - Proof of Electronic Service 10/02/2019
 3860 - Request for Submission 10/02/2019

Extra Text: Transaction 7633615 - Approved By: NOREVIEW : 12-11-2019:16:39:26
 Extra Text: Transaction 7611019 - Approved By: NOREVIEW : 11-27-2019:09:54:53
 Extra Text: Transaction 7611023 - Approved By: NOREVIEW : 11-27-2019:09:55:52
 Extra Text: Transaction 7611019 - Approved By: NOREVIEW : 11-27-2019:09:54:53
 Extra Text: Transaction 7597504 - Approved By: NOREVIEW : 11-19-2019:16:31:35
 Extra Text: Transaction 7596467 - Approved By: JBYE : 11-19-2019:16:27:50
 Extra Text: Transaction 7596467 - Approved By: JBYE : 11-19-2019:16:27:50
 Extra Text: OF INTENTENT TO TAKE DEFAULT Transaction 7596467 - Approved By: JBYE : 11-19-2019:16:27:50
 Extra Text: Transaction 7596467 - Approved By: JBYE : 11-19-2019:16:27:50
 Extra Text: Transaction 7567794 - Approved By: NOREVIEW : 11-01-2019:10:50:27
 Extra Text: Transaction 7569005 - Approved By: NOREVIEW : 11-01-2019:16:28:45
 Extra Text: Transaction 7569013 - Approved By: NOREVIEW : 11-01-2019:16:29:57
 Extra Text: Transaction 7567799 - Approved By: NOREVIEW : 11-01-2019:10:53:36
 Extra Text: NOTICE OF INTENT TO TAKE DEFAULT - Transaction 7561807 - Approved By: YVILORIA : 10-29-2019:13:52:26
 Extra Text: Transaction 7561872 - Approved By: NOREVIEW : 10-29-2019:13:53:19
 Extra Text: ON 10/4/2019 TO ROCHELLE MEZZANO Transaction 7558368 - Approved By: NOREVIEW : 10-28-2019:09:45:00
 Extra Text: Transaction 7558376 - Approved By: NOREVIEW : 10-28-2019:09:46:20
 Extra Text: Transaction 7527009 - Approved By: NOREVIEW : 10-08-2019:13:47:17
 Extra Text: Transaction 7527009 - Approved By: NOREVIEW : 10-08-2019:13:47:17
 Extra Text: Transaction 7527019 - Approved By: NOREVIEW : 10-08-2019:13:48:41
 Extra Text: Transaction 7525339 - Approved By: NOREVIEW : 10-07-2019:16:45:27
 Extra Text: ORDER SEALING FILE AND MAKING TRIAL PRIVATE - Transaction 7525337 - Approved By: NOREVIEW : 10-07-2019:16:44:29
 Extra Text: Transaction 7522920 - Approved By: NOREVIEW : 10-07-2019:08:10:56
 Extra Text: ORDER ACCEPTING REASSIGNMENT OF CASE - Transaction 7522917 - Approved By: NOREVIEW : 10-07-2019:08:09:57
 Extra Text: A Disbursement of \$450.00 on Check Number 10987
 Extra Text: Transaction 7516437 - Approved By: NOREVIEW : 10-02-2019:13:43:57
 Extra Text: EX PARTE MOTION TO SEAL FILE AND MAKE TRIAL PRIVATE (PAPER PROVIDED) - Transaction 7515858 - Approved By:

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

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

Extra Text:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice: This is NOT an Official Court Record

EXHIBIT 7

1 CODE:
2
3
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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)¹. The Court may also consider a
6 movant's lack of diligence in bringing a claim pursuant to NRCP 60(b)(4). See *In re*
7 *Harrison Living Tr.*, 121 Nev. 217, 224, 112 P.3d 1058, 1062 (2005) ("[T]he district court did
8 not abuse its discretion in finding that Teriano unreasonably delayed filing a petition to set
9 aside a void judgment, and in applying equitable estoppel to Teriano's petition.").

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

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

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

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

IT IS SO ORDERED.

Dated: May 22nd, 2020.

Budget E. Cook
District Judge

Case No. DV19-01564

EXHIBIT 8

1 Code: 2190
2 LAW OFFICES OF F. PETER JAMES, ESQ.
3 F. Peter James, Esq.
4 Nevada Bar No. 10091
5 Peter@PeterJamesLaw.com
6 3821 West Charleston Boulevard, Suite 250
7 Las Vegas, Nevada 89102
8 702-256-0087
9 702-256-0145 (fax)
10 Counsel for Defendant

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

16 JOHN TOWNLEY,
17
18 Plaintiff,

CASE NO.: DV19-01564
DEPT.: 13

19 vs.

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

Defendant.

MOTION TO STAY

Defendant, Rochelle Mezzano (hereinafter "Wife"), by and through her counsel, F. Peter James, Esq., hereby moves this Honorable Court to stay the proceedings pending resolution of the appeal.

POINTS AND AUTHORITIES

The present matter is on appeal from the denial of a Motion to Set Aside a default decree of divorce. Service of process in this matter was defective as the process server

1 Plaintiff, John Townley (hereinafter "Husband") hired served a contractor working at the
2 marital residence, not Wife—at best, the documents were posted on the house. (*See* Summons
3 and Affidavit of Service filed October 28, 2019). There was no further attempts at service of
4 process. Husband subsequently obtained a default decree of divorce.

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

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

13 The standard for obtaining a stay (with no child custody issues) is as follows:¹

- 14 1. Whether the object of the appeal will be defeated if the stay or injunction is
15 denied;
- 16 2. Whether Wife will suffer irreparable harm if the stay or injunction is denied;
- 17 3. Whether Wife will suffer irreparable harm if the stay or injunction is granted;
18 and
- 19 4. Whether Wife is likely to prevail on the merits in the appeal.

20 *See* NRAP 8(c).

21 ///

22 ¹ There is no standard per se for a stay in the district court pending appeal. Wife submits
23 that the factors in the Nevada Rules of Appellate Procedure should be used in this Court.

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

2 As stated, the division of assets and debts has been made on default, and Husband is
3 transferring assets with the explicit approval of the district court. The property is the object of
4 the appeal in this case. The parties had no children, so the divorce was purely financial. Wife
5 also asserts that the division of assets and debts is far from equal, which further adds to the
6 object of the appeal being defeated if the stay / injunction is not issued. The object of the
7 appeal will be defeated if the stay / injunction is not issued.

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

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

13 **Whether Wife will suffer irreparable harm if the stay or injunction is denied**

14 The arguments as to the object of the appeal being defeated apply herein. Real property
15 is also at issue. (*See* Decree of Divorce filed December 11, 2019). A loss of real property
16 results in irreparable harm. *See Dixon v. Thatcher*, 13 Nev. 414, 416, 742 P.2d 1029, 1030
17 (1987). Further, Wife contends this is an alimony case; however, alimony was not awarded.
18 Wife will also suffer irreparable harm by not being awarded alimony.

19 **Whether Husband will suffer irreparable harm if the stay or injunction is granted**

20 Husband will not suffer irreparable harm if the stay / injunction is granted. Husband
21 pushed through a decree of divorce when the district court had no jurisdiction due to improper
22 service of process. Husband is enjoying an improperly divided community. Husband also
23 possesses significant assets that were not even addressed in the decree. The only harm

1 Husband will suffer if the stay / injunction is granted is the loss of the windfall / unjust
2 enrichment he is currently enjoying.

3 **Whether Wife is likely to prevail on the merits in the appeal**

4 Though it is far from the normal situation, the facts of this case support Wife prevailing
5 on appeal. The issue is quite simple. Wife was never properly served. It is undisputed that
6 the process server served a contractor at the marital residence / posted the documents at the
7 marital residence. (*See* Summons and Affidavit of Service filed October 28, 2019).

8 NRCP 4.2 provides that service upon an individual must be made by personal service
9 to the party, serving the documents upon a person who resides with the party (who is also of
10 suitable age and discretion), or by serving an authorized agent. None of these happened. The
11 affidavit of service explicitly provides that Wife was not personally served. (*See* Summons
12 and Affidavit of Service filed October 28, 2019). It is undisputed and axiomatic that a
13 contractor does not reside where s/he works. There is nothing to suggest that the contractor
14 was an agent of Wife who was authorized to accept service of process. This subsection of an
15 authorized agent is normally for registered agents or attorneys to accept service on behalf of
16 clients. “Where the evidence that the person served was not authorized by the defendant to
17 receive service of process is uncontradicted, as in this case, such denial of authority must be
18 taken by the court as true, for the purpose of applying NRCP 4(d)(6).”² *Foster v. Lewis*, 78
19 Nev. 330, 333, 372 P.2d 679, 680 (1962) (citations omitted).

20 The process server also stated that the documents were posted on the front door. (*See*
21 Summons and Affidavit of Service filed October 28, 2019). Nevada law does not permit
22

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

1 personal service of an individual by posting them on a door. The “plaintiff has the burden of
2 proof to demonstrate that the procedure employed to deliver the papers satisfies the
3 requirements of the relevant portions of Rule 4.” *See Mann v. Castiel*, 681 F.3d 368, 372 (D.C.
4 Cir. 2012)³ (internal quotations omitted), citing 4A C. WRIGHT & A. MILLER, FEDERAL
5 PRACTICE AND PROCEDURE § 1083 (3d. ed. 2002 & Supp. 2012).

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

14 Nevada only has jurisdiction of a party when there is personal service or a legally-
15 provided substitute—notice is not a substitute for service of process. *See C.H.A. Venture v.*
16 *G.C. Wallace Consulting Engineers, Inc.*, 106 Nev. 381, 384, 794 P.2d 707, 709 (1990).
17 Improper service of process (even if the person to be served actually receives the document
18 served) is ineffectual and is not service of process; thus, the document served improperly is
19
20

21 ³ “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 deemed not served at all. *See Quinlan v. Camden USA, Inc.*, 126 Nev. 311, 236 P.3d 613
2 (2010) (citing many federal rules and cases).

3 So, Wife was never properly served. Nevada law unquestionably provides that
4 improper service equals no service at all. *See Quinlan*, 126 Nev. at 311, 236 P.3d at 613. The
5 district court never had jurisdiction over Wife. *See C.H.A. Venture*, 106 Nev. at 384, 794 P.2d
6 at 709 (service of process is jurisdictional). With all due respect to the Court, it was an abuse
7 of discretion to deny the motion to set aside.

8 The facts of this case are undisputed as Wife is using the affidavit of the process server
9 Husband hired in support of her arguments. This is akin to the summary judgment standard
10 that the facts must be viewed the way the opposing side presents them.

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

13 CONCLUSION

14 Wife is requesting that the Court stay the proceedings pending the outcome of the
15 appeal. This will protect the assets during the pendency of the appeal.

16 As stated, the object of the appeal will be lost and Wife will suffer irreparable harm if
17 the stay is not granted. Further, Husband will not suffer irreparable harm if the stay is granted.
18 Husband will only lose the windfall / unjust enrichment he is currently enjoying.

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

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

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

5 Dated this 3rd day of November, 2020

6 /s/ *F. Peter James*

7 LAW OFFICES OF F. PETER JAMES

8 F. Peter James, Esq.

9 Nevada Bar No. 10091

3821 W. Charleston Blvd., Suite 250

10 Las Vegas, Nevada 89102

702-256-0087

Counsel for Defendant

1 **CERTIFICATE OF SERVICE**

2 I certify that on this 3rd day of November, 2020, I caused the above and foregoing
3 document entitled **MOTION TO STAY** to be served as follows:

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

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

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

12 Alexander Morey, Esq.
13 Silverman, Kattleman, Springgate, Chtd.
14 500 Damonte Ranch Parkway, Suite 675
15 Reno, Nevada 89521
775-322-3223
Counsel for Plaintiff

16 By: /s/ *F. Peter James*

17 _____
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 X .	YES	NO
	1. Has a final decree or custody order been entered in this case? If yes , then continue to Question 2. If no , 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 yes , then continue to Question 3. If no , 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?		
	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 NO to either Question 1 or 2 or YES 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: November 3 , 2020 Signature: /s/ F. Peter James
 Print Name: F. Peter James
 Print Address: 3821 W. Charleston Blvd., Suite 250
 Las Vegas, Nevada 89102
 Telephone Number: 702-256-0087

EXHIBIT 9

SILVERMAN
KATTELMAN
SPRINGGATE, Chtd.

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

silverman@sk-s-reno.com
mvk@sk-s-reno.com
springgate@sk-s-reno.com
amorey@sk-s-reno.com
karrasch@sk-s-reno.com
ben@sk-s-reno.com

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

www.sk-s-reno.com

October 13, 2020
Via email

Margaret Crowley

RE: Mezzano/Townley Mediation – Docket No. 81379

Dear Ms. Crowley:

On behalf of my client, John Townley, I request you issue a settlement conference status report noting the facts described in this letter, removing this matter from the settlement program, and recommending dismissal of this appeal.

The appellant, Rochelle Mezzano, has consistently engaged in a pattern of delay and frustration concerning this case. At the outset of the district court proceedings, Ms. Mezzano was aware the case was proceeding, communicated an intent to engage in settlement discussions, reneged on that agreement, ignored all notices concerning the case, did not appear to contest her default, and did not appear to contest entry of a default judgment. Only after entry of a default judgment did Ms. Mezzano, through her counsel in this appeal and below, Peter F. James, make any attempt to participate in the district court action. More than two months passed from that contact before Ms. Mezzano challenged the district court's decree of divorce.

The district court denied Ms. Mezzano's challenge to its decree of divorce, and Ms. Mezzano appealed nearly a month later. She waited nearly another month to request a stay from the Supreme Court. This matter was assigned to the settlement program on July 10, 2020. On July 22, 2020, you reached out to me to set a time to discuss the case. On August 8, 2020, you sent an email to Ms. Mezzano copying Mr. James and me. That email concerned Ms. Mezzano's request you recuse yourself from the mediation and related the following timeline (hence your use of the first person):

July 10th: I was assigned the case from the Supreme Court
July 25th: I received your registration form for my August 40 hour mediation training
July 28th: I spoke with Mr. James and asked him to inform you it would be a conflict of interest for you to take my class
August 6th: I placed your check in the mail addressed to you
August 7th: I received 3 calls from you asking about the status of your registration and then to recuse myself from your case

*Fellow of the American Academy of Matrimonial Lawyers.
†Nevada Certified Family Law Specialist

In that email you declined to recuse yourself as the mediator in this matter. You wrote: "After contemplating this unusual situation, I cannot in good conscience recuse myself from the mediation."

Over two weeks later and only after the Supreme Court denied Ms. Mezzano's motion to stay the district court's orders, you heard from Mr. James' office to schedule a mediation session. By email to me of August 25, 2020, you indicated Mr. James' staff called. You also indicated you "impressed upon his staff the need to deliver the message that pre-mediation negotiations are going to be essential."

Having heard nothing from Mr. James concerning this matter and receiving no indication Ms. Mezzano was participating in the mediation process or preparing to exchange information in advance of the formal mediation date, I reached out to you and Mr. James by email on September 20, 2020, noting my concerns and requested Mr. James and Ms. Mezzano conduct a private pre-mediation session with you to provide information. By email of September 21, 2020, you requested Mr. James respond to my email "either indicating agreement or perhaps proposing another idea".

On September 29, 2020, you sent an email indicating you had heard nothing from Mr. James or Ms. Mezzano in response to your email of September 21. On October 8, 2020, you sent an additional email indicating Ms. Mezzano continued to demand a refund of her registration fee for your 40-hour mediation training and continued to demand you recuse yourself. Your email also indicated a "complete lack of communication" with Mr. James.

Ms. Mezzano's behavior in the settlement program accords with her behavior during the district court proceedings and, Mr. Townley reports, her business practices during their marriage. Ms. Mezzano has consistently ignored, delayed, and hindered this case. In these settlement proceedings, Ms. Mezzano has been repeatedly advised that meaningful settlement discussions will require pre-mediation work, yet she has not engaged with you; indeed, her counsel is not communicating with you. Ms. Mezzano's behavior is not good faith. She is not working toward resolving this matter. She is working to undermine this process by calling your impartiality into question, failing to provide information necessary for negotiations, and not engaging in procedural discussions.

Under the circumstances, Mr. Townley requests you remove this matter from the settlement program to avoid the time and expense he will incur to prepare a settlement statement and appear at a mediation Ms. Mezzano has rendered meaningless. Second, under the circumstances, Ms. Mezzano should be sanctioned for her behavior. NRAP 16(g) provides as follows:

The failure of a party, or the party's counsel, to participate in good faith in the settlement conference process by not attending a scheduled conference or not complying with the procedural requirements of the program may be grounds for sanctions against the party, the party's counsel, or both. If a settlement judge believes sanctions are appropriate, the settlement judge

may file a settlement conference status report recommending the sanction to be imposed and describing the conduct warranting that sanction. Sanctions include, but are not limited to, payment of attorney's fees and costs of the opposing party, dismissal of the appeal, or reversal of the judgment below.

Ms. Mezzano's behavior demonstrates a lack of good faith and a lack of compliance with the settlement program's requirements.

Respectfully,

SILVERMAN KATTELMAN SPRINGGATE,
CHTD.

A handwritten signature in black ink, appearing to be 'm c' followed by a large loop, representing Alexander Morey.

Alexander Morey

ACM:tm
cc: client

EXHIBIT 10

Alexander Morey

From: Nvfamilylaw <nvfamilylaw-bounces+amorey=sks-reno.com@listserve.com> on behalf of Peter--- via Nvfamilylaw <nvfamilylaw@listserve.com>
Sent: Friday, May 7, 2021 7:31 AM
To: nvfamilylaw@lists.nvbar.org
Subject: [NVFamilyLaw] Registering a Divorce Decree (custody provision) from Germany
Attachments: ATT00001.txt

PC needs to register a divorce decree from Germany as to the child custody provisions (UCCJEA).

Parties are both US citizens, but were in the military in Germany when they divorced.

The decree is from a German court and is written in German.

Aside from getting an official translation, are there any other special procedural matters given that the decree is from another country?

Is it a regular certified copy like we use for registering a decree from Arizona or California?

Any input would be appreciated.

F. Peter James, Esq.
AV Preeminent® Rated Attorney



3821 West Charleston Blvd., Suite 250
Las Vegas, Nevada 89102
702-256-0087
702-256-0145 (fax)
www.PeterJamesLaw.com