

IN THE SUPREME COURT OF THE STATE OF NEVADA

GRADY EDWARD BYRD

Appellant

V.

CATERINA ANGELA BYRD

Respondent

Supreme Court No. 80548  
Electronically Filed  
Jul 06 2020 03:59 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**APPELLANT'S APPENDIX TO OPENING BRIEF – VOLUME I**

Submitted by:

DANIEL W. ANDERSON, ESQ.

Nevada Bar No.: 9955

BYRON L. MILLS, ESQ.

Nevada Bar No.: 8191

MILLS &amp; ANDERSON

703 S. 8<sup>th</sup> Street

Las Vegas, Nevada 89101

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Attorneys for Appellant

## **CERTIFICATE OF SERVICE**

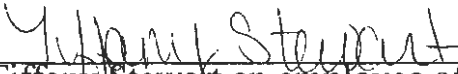
I HEREBY CERTIFY that on the 6<sup>th</sup> day of July, 2020, I caused to be served the instant **APPELLANT'S APPENDIX TO OPENING BRIEF- VOLUME I** to all interested parties as follows:

**BY MAIL:** Pursuant to NRCP 5(b), I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, postage fully prepaid thereon, address as follows:

Anita A. Webster, Esq.  
WEBSTER & ASSOCIATES  
6882 Edna Avenue  
Las Vegas, Nevada 89146  
Attorneys for Respondent

**XX BY ELECTRONIC MAIL:** Pursuant to EDCR 7.26 and NEFCR Rule 9, I caused a true copy thereof to be served via electronic mail, via Odyssey, to the following e-mail address:

Anita Webster, Esq. - anitawebster@embarqmail.com

  
\_\_\_\_\_  
Tiffany Stewart an employee of the  
MILLS & ANDERSON

The index of Appellants Appendix to Opening Brief is as follows:

DOCUMENT	BATES NO.
Decree of Divorce filed on June 5, 2014	AA001-012
Notice of Motion and Motion to Enforce the Decree of Divorce, for an Order to Show Cause, to Divide a Newly Discovered Asset, to Execute QDRO's, and for Attorney's Fees and Costs filed on October 16, 2018	AA013-034
Exhibit Appendix for Motion to Enforce the Decree of Divorce, for an Order to Show Cause, to Divide a Newly Discovered Asset, to Execute QDRO's, and for Attorney's Fees and Costs filed on October 16, 2018	AA035-063
Plaintiff's Errata to Motion to Enforce the Decree of Divorce, for an Order to Show Cause, to Divide a Newly Discovered Asset, to Execute QDRO's, and for Attorney's Fees and Costs filed on October 29, 2018	AA064-068
Order Striking Exhibits filed on November 14, 2018	AA069
Plaintiff's Opposition to Defendant's to Defendant's Ex Parte Motion for a Continuance of Plaintiff's Motion to Enforce the Decree of Divorce, for an Order to Show Cause, to Divide Newly Discovered Asset, to Execute QDRO's and for Attorney's Fees and Costs and Countermotion for Attorney Fees and Costs filed on December 19, 2018	AA070-091
Reply to Opposition and/or Countermotion filed on December 28, 2018	AA092-096
Transcript Re: Motion – January 23, 2019 filed on May 13, 2020	AA097-138
Order From the January 23, 2019 Hearing filed on April 5, 2019	AA139-147
Notice of Entry of Order From the January 23, 2019 Hearing filed on April 5, 2019	AA148-158
Defendant's Motion for Reconsideration filed on April 8, 2019	AA159-177
Appendix to Defendant's Motion for Reconsideration filed on April 8, 2019	AA178-198
Plaintiff's Opposition to Defendant's Motion for Reconsideration and Countermotion filed on April 23, 2019	AA199-237

Transcript Re: Status Check – May 2, 2019 filed on May 13, 2020	AA238-252
Defendant's Reply and Opposition filed on May 14, 2019	AA253-278
Plaintiff's Reply to Defendant's Opposition to Plaintiff's Countermotion filed on May 17, 2019	AA279-308
Transcript Re: All Pending Motions – May 22, 2019 filed on May 13, 2020	AA309-353
Order of the Court filed on June 26, 2019	AA354-359
Notice to Appear Telephonically filed on June 27, 2019	AA360-361
Order From the July 18, 2019 Hearing filed on August 9, 2019	AA362-365
Notice of Entry of Order From the July 18, 2019 Hearing filed on August 9, 2019	AA366-371
Transcript Re: All Pending Motions – July 18, 2019 filed on May 13, 2020	AA372-399
Plaintiff's Motion for Reconsideration, Summary Judgment, Joinder and to Continue the Evidentiary Hearing filed on September 30, 2019	AA400-436
Schedule Arrearages for Support filed on October 9, 2019	AA437-440
Request to Appear by Audiovisual Transmission Equipment filed on October 10, 2019	AA441-448
Audiovisual Transmission Equipment Appearance Consent filed on October 10, 2019	AA449-450
Transcript Re: All Pending Motions – October 11, 2019 filed on May 13, 2020	AA451-477
Plaintiff's Objection to Defendant's Notice to Appear by Audiovisual Transmission Equipment at the Trial Scheduled for October 21, 2019 filed on October 14, 2019	AA478-489
Motion on Order Shortening Time to Reconsider Denial of Audiovisual Appearance Request filed on October 15, 2019	AA490-499
Appendix to Defendant's Motion for Order Time to Reconsider Denial of Audiovisual Appearance filed on October 15, 2019	AA500-507
Defendant's Pretrial Memo filed on October 16, 2019	AA508-517
Plaintiff's Opposition to Defendant's Motion on Order Shortening Time to Reconsider Denial of Defendant's Audiovisual Appearance Request and Countermotion for Attorney's Fees and Costs filed on October 16, 2019	AA518-536
Exhibit Appendix filed on October 16, 2019	AA537-541
Plaintiff's Pretrial memorandum filed on October 16, 2019	AA542-562

Opposition to Plaintiff's Motion for Reconsideration and Countermotion for Fees filed on October 18, 2019	AA563-578
Plaintiff's Reply to Defendant's Opposition to Plaintiff's Motion for Reconsideration, Summary Judgment, Joinder and to Continue the Evidentiary Hearing filed on October 20, 2019	AA579-603
Transcript Re: All Pending Motions – October 21, 2019 filed on May 13, 2020	AA604-785
Defendant's Opposition to Plaintiff's Memorandum of Fees and Costs filed on December 4, 2019	AA786-789
Plaintiff's Reply to Defendant's Opposition to Plaintiff's Second memorandum of Fees and Costs from July 19, 2019 through the Date of the Evidentiary Hearing on October 21, 2019 filed on December 16, 2019	AA790-802
Plaintiff's Motion for Attorney Fees and Costs for the Appeal filed on December 16, 2019	AA803-814
Defendant's Opposition to Plaintiff's Motion for Attorney's Fees and Costs for the Appeal filed on January 2, 2020	AA815-821
Plaintiff's Reply to Defendant's Opposition to Plaintiff's Motion for Attorney's Fees and Costs During the Appeal filed on January 9, 2020	AA822-832
Findings of Fact, Conclusions of Law and Order filed on January 23, 2020	AA833-853
Notice of Entry of Findings of Fact, Conclusions of Law and Order filed on January 23, 2020	AA854-876
Judgment for Attorney Fees filed on March 17, 2020	AA877-880
Notice of Entry of Judgment for Attorney Fees filed on March 18, 2020	AA881-886
Order From February 27, 2020 Hearing filed on March 26, 2020	AA887-889
Notice of Entry of Order From the February 27, 2020 Hearing filed on March 27, 2020	AA890-894
Request for Continuance filed on November 16, 2018	AA895-896
Order From the November 27, 2018 Hearing filed on December 17, 2019	AA897-900

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ORIGINAL

D-18-577701-Z  
DEPT: G

Case No. 14-DDC-0219

Department No. 1

FILED

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COURT CLERK

*Shelley Norton*

IN THE TENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF CHURCHILL

GRADY EDWARD BYRD and  
CATERINA ANGELA BYRD,

DECREE OF DIVORCE

Petitioners.

[NRS 125.182]

The verified Petition of GRADY EDWARD BYRD and CATERINA ANGELA BYRD, praying for a Decree of this Court of summary divorce, having been presented to this Court pursuant to Chapter 125 of the Nevada Revised Statutes; CATERINA ANGELA BYRD is now and has been, for more than six weeks preceding the commencement of this action, a bona fide resident of the State of Nevada, having been continually physically present in said State for a period in excess of six weeks prior to the filing of this action, with the intention of making the State of Nevada a home for an indefinite period of time and is a resident of Las Vegas, Nevada; every condition of Section 125.181 of the Nevada Revised Statutes has been met; the parties qualify for divorce because the parties are incompatible in marriage; and the Court being satisfied that the requirements of the law have been met;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. That GRADY EDWARD BYRD and CATERINA ANGELA BYRD hereby are granted an absolute Decree of Divorce, forever dissolving the bonds of matrimony now and heretofore existing between them, and restoring each of them to the status of a single, unmarried person.

2. The Wife is not pregnant. There are no minor children or minor adopted children of the marriage.

1       3. The Wife shall receive as her sole and separate property the miscellaneous items of  
2       personal property, personal possessions, articles of clothing and jewelry in her possession and the  
3       following real and personal property:

4       Real property at 2120 LOOKOUT DRIVE LAS VEGAS NEVADA 89117, \$365,000.00.

5       4. The Husband shall receive as his sole and separate property the miscellaneous items of  
6       personal property, personal possessions, articles of clothing and jewelry in his possession and the  
7       following real and personal property:

8       The Husband has no assets.

9       5. Husband and Wife mutually agree and acknowledge that each party shall be solely  
10      responsible for any and all payments or obligations or debts which may be due and payable and  
11      which were incurred by either Husband or Wife after the entry of Decree of Divorce. Regarding any  
12      such obligations, payments or debts incurred by either Husband or Wife after the entry of Decree of  
13      Divorce Husband and Wife each agree to indemnify and defend the other and hold the other free and  
14      harmless from any and all liability or responsibility for payment of the same.

15      6. Husband and Wife mutually agree and acknowledge that each party shall be solely  
16      responsible for any and all payments or obligations or debts which may be due and payable and  
17      which were incurred by either Husband or Wife prior to the entry of Decree of Divorce.

18      7. The Wife shall pay the following debts:

19      USAA, #130904xxxx, \$347,345.00;

20      I request the following statements be added to the papers:

21      1. Caterina A. Byrd is entitled to 50% of Grady E. Byrd's United States Army Retired Pay as long as  
22      he lives.

23      2. Caterina A. Byrd is entitled to United States Army Survivor Benefit Plan payments after Grady E.  
24      Byrd's death.

25      3. Caterina A. Byrd is entitled to Office of Personnel Management death benefits, United States  
26      Retired Military Health Care, Long Term Health Insurance, VYSTAR Credit Union Accidental  
27      Death Insurance, and Veteran's Group Life Insurance after Grady E. Byrd's death.

28      4. Grady E. Byrd will continue to pay Caterina A. Byrd 1500 dollars extra a month to assist with her

1 home mortgage. If her financial situation changes or if the home is sold or paid off this payment may  
2 cease. This is not an alimony payment and is not required.

3 8. The Husband shall pay the following debts:

4 The Husband has no debts.

5 9. Should either Husband or Wife become aware of any payments or obligations or debts not  
6 so contained herein, then said payments or obligations or debts shall be paid by the party that  
7 incurred said debt.

8 10. The parties anticipate no income tax problems from their previously filed Federal Income  
9 Tax Returns. However, Husband and Wife agree that any Federal income tax obligations for any  
10 past tax years, which may arise in the future, shall be paid by the Husband, including any penalty,  
11 interest, accounting fees or other professional fees.

12 11. The written Marital Settlement Agreement, attached as Exhibit A to the Joint Petition for  
13 Summary Divorce, settling all community property rights, community obligations, spousal support  
14 and confirmation of separate property, incorporated by reference, is hereby merged into the  
15 Judgment and Decree of Divorce.

16 12. Husband and Wife agree that neither party shall be required to pay spousal support to the  
17 other party.

18 13. That CATERINA ANGELA BYRD does not desire or require to have her former name  
19 restored to her.

20 14. The division of property and debts as contained in this Decree is fair, just and equitable,

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1 and the provisions are to be binding and conclusive upon the parties for all time.

2 15. Both Husband and Wife waive all rights to written notice of entry of the Decree of  
3 Divorce and further waives rights to appeal, obtain a new trial, and to request Findings of Fact and  
4 Conclusions of Law.

5 16. The undersigned certify that this document does not contain the social security number of  
6 any person.

7 THIS IS A FINAL DECREE.

8 IT IS SO ORDERED this 5<sup>th</sup> day of June, 2014.

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10 By:   
11 DISTRICT JUDGE  
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1 choice, and that each has had the opportunity to have the agreement read to them and explained to  
2 them by counsel of their own choice, and each is fully aware of the contents and legal effect of this  
3 agreement.

4 NOW, THEREFORE, in consideration of the mutual covenants and warranties herein contained,  
5 it is mutually agreed this agreement shall be submitted to a Court of competent jurisdiction for  
6 incorporation and merger in a final Decree of Divorce, and accordingly, the parties agree as follows:

7 **1. SPOUSAL SUPPORT.**

8 Husband and Wife agree that neither party shall be required to pay spousal support to the other  
9 party.

10 **2. CHILD CUSTODY, CHILD SUPPORT AND VISITATION.**

11 Both Husband and Wife acknowledge there are no minor children or adopted minor children  
12 The Wife is not pregnant.

13 **3. COMMUNITY PROPERTY.**

14 Each party hereby waives any and all rights in and to the miscellaneous personal possessions,  
15 clothing and household furnishings and effects as more fully described in this Section. It is further  
16 agreed by Husband and Wife that subsequent to their execution of the present Marital Settlement  
17 Agreement, any and all property, real, personal or mixed, acquired by either Husband or Wife from  
18 whatever source, shall be the sole and separate property of the party so acquiring the same.

19 All property transferred herein is transferred subject to all obligations owing on said property  
20 and said obligations shall be born by the person receiving said property, unless otherwise stated in  
21 this Agreement. All insurance on the property being transferred hereunder is assigned to the party  
22 receiving such property. All insurance premiums from the date hereof shall be paid by the party to  
23 whom the insurance is assigned.

24 Husband and Wife hereby acknowledge that their distribution of the community property estate  
25 is a substantially equal division of community property and both hereby confirm the property listed  
26 hereinafter to the other, as his or her sole and separate property.

27 **A. To Wife, As Her Sole And Separate Property:**

28 The miscellaneous items of personal property, personal possessions, articles of clothing and

1 jewelry in Wife's possession and the miscellaneous items of household furniture, furnishings,  
2 appliances and effects and other property as follows:

3 Real property at 2120 LOOKOUT DRIVE LAS VEGAS NEVADA 89117, \$365,000.00.

4 **B. To Husband As His Sole and Separate Property.**

5 The miscellaneous personal property, personal possessions, articles of clothing and jewelry in  
6 Husband's possession and the miscellaneous items of household furniture, furnishings, appliances  
7 and effects and other property as follows:

8 The Husband has no assets.

9 The personal property, clothing and jewelry currently in the possession of each party shall be  
10 deemed to be the possessing party's sole and separate property unless otherwise specified herein.

11 **4. RESPONSIBILITY FOR COMMUNITY OBLIGATIONS.**

12 Husband and Wife mutually agree and acknowledge that each party shall be solely responsible  
13 for any and all payments or obligations or debts which may be due and payable and which were  
14 incurred by either Husband or Wife after the entry of Decree of Divorce. Regarding any such  
15 obligations, payments or debts incurred by either Husband or Wife after the entry of Decree of  
16 Divorce, Husband and Wife each agree to indemnify and defend the other and hold the other free  
17 and harmless from any and all liability or responsibility for payment of the same.

18 Husband and Wife mutually agree and acknowledge that each party shall be solely responsible  
19 for any and all payments or obligations or debts which may be due and payable and which were  
20 incurred by either Husband or Wife prior to the entry of Decree of Divorce.

21 The Wife shall pay the following debts:

22 USAA, #130904xxxx, \$347,345.00;

23 I request the following statements be added to the papers:

24 1. Caterina A. Byrd is entitled to 50% of Grady E. Byrd's United States Army Retired Pay as long as  
25 he lives.

26 2. Caterina A. Byrd is entitled to United States Army Survivor Benefit Plan payments after Grady E.  
27 Byrd's death.

28 3. Caterina A. Byrd is entitled to Office of Personnel Management death benefits, United States

1 Retired Military Health Care, Long Term Health Insurance, VYSTAR Credit Union Accidental  
2 Death Insurance, and Veteran's Group Life Insurance after Grady E. Byrd's death.

3 4. Grady E. Byrd will continue to pay Caterina A. Byrd 1500 dollars extra a month to assist with her  
4 home mortgage. If her financial situation changes or if the home is sold or paid off this payment may  
5 cease. This is not an alimony payment and is not required.

6 The Husband shall pay the following debts:

7 The Husband has no debts.

8 Should either Husband or Wife become aware of any payments or obligations or debts not so  
9 contained herein, then said payments or obligations or debts shall be paid by the party that incurred  
10 said debt.

11 **5. INCOME TAXES AND PRIOR INCOME TAX RETURNS.**

12 The parties anticipate no income-tax problems from their previously filed Federal Income Tax  
13 Returns. However, Husband and Wife agree that any Federal income tax obligations for any past  
14 tax years, which may arise in the future, shall be paid by the Husband, including any penalty,  
15 interest, accounting fees or other professional fees.

16 **6. ATTORNEY FEES.**

17 The parties shall each bear the sole responsibility for payment of the parties' respective  
18 attorney's fees, court costs and miscellaneous expenses incurred on his or her behalf in connection  
19 with the present divorce proceeding.

20 However, should either party fail to perform his or her respective obligations under this Marital  
21 Settlement Agreement or the Judgment and Decree of Divorce to be entered, and the other is thereby  
22 required to incur attorney's fees, accountant's fees, or other fees or costs, then either party shall be  
23 entitled to apply to any Court of competent jurisdiction for such fees and costs against the other  
24 party. The same rights apply if either party has breached any warranties or representations set forth  
25 in the present Marital Settlement Agreement.

26 **7. COVENANTS AND WARRANTIES.**

27 It hereby is agreed by and between the parties hereto, that each has represented and warranted to  
28 the other that there is no item of marital property in existence which has not been mentioned in this



1 agreement, and should any such item of property be discovered in the future and be established to be  
2 marital property, it shall be divided equally between the parties. Except as otherwise provided in  
3 this agreement, each party releases the other from any and all liabilities, debts and obligations of  
4 every kind or character that have been or will be incurred and from any and all claims and demands,  
5 including all claims that either party may have upon the other for support and maintenance as  
6 Husband and Wife, and it being understood that, by this present agreement, the parties intend to  
7 settle all aspects of their marital rights. In addition to the above warranties, Husband and Wife  
8 warrant to each other that they have not incurred and covenant that they will not incur, any liability  
9 or obligation for which the other party is or may be liable, and they covenant that, if any claim,  
10 action or proceeding shall hereafter be brought seeking to hold the other party liable on account of  
11 any of their debts, liabilities, acts or omissions, they shall, at their sole expense, defend the other  
12 party against any such claim or demand, whether or not well-founded, and they shall hold the other  
13 party free and harmless therefrom.

14 The parties agree that any and all property acquired by either from and after the entry of Decree  
15 of Divorce, shall be the sole and separate property of the party so acquiring the same; and each party  
16 waives any and all property rights in and to such acquisitions of property as the sole and separate  
17 property of the one so acquiring it.

18 Each party waives any and all right to do any and all of the following:

19 A. Inherit the estate of the other at his or her death;

20 B. Take property from the other by devise or bequest unless under a Will executed subsequent  
21 to the effective date of this Agreement.

22 C. Claim any family allowance or probate homestead; or,

23 D. Act as personal representative upon intestacy of the other's estate (except as the nominee of  
24 another personal representative under the Will of the other), unless under a will executed subsequent  
25 to the effective date of this Agreement.

26 **8. EXECUTION OF FURTHER DOCUMENTS AND/OR INSTRUMENTS.**

27 Each party shall execute promptly all documents and instruments necessary or convenient to  
28 vest titles and estates as provided in this Marital Settlement Agreement to effectuate its purpose and

1 intent. The parties mutually covenant and agree, upon demand, to execute such other or further  
2 instruments or documents necessary or convenient to carry out the provisions of this Marital  
3 Settlement Agreement. Notwithstanding the failure or refusal of either party to execute any such  
4 instrument, this Agreement shall constitute a complete transfer and conveyance of the properties  
5 designated as being transferred, conveyed, or assigned by each party. If the parties fail to execute  
6 any documents necessary to effectuate the terms of this Agreement, within thirty (30) days after  
7 execution of the Agreement, and demand for execution of the document or instrument, upon ex parte  
8 application to the District Court, with three (3) days prior notice of application to the other party, the  
9 Clerk of the Court shall be appointed to execute such documents. In the event either party shall fail  
10 to comply with this provision, he or she agrees to pay the other party all reasonable attorney's fees,  
11 Court costs and other expenses reasonably necessary to achieve the result herein provided.

12 However, neither party waives any privilege against nondisclosure of future separate income tax  
13 returns.

14 **9. AGREEMENT IS BINDING UPON SUCCESSORS.**

15 This Agreement shall be binding upon and inure to the benefit of both parties and to their heirs,  
16 executors, administrators, successors and assigns.

17 **10. CHOICE OF LAW AND FORUM.**

18 This Marital Settlement Agreement and the rights and duties of the parties hereunder, shall be  
19 construed and interpreted by and in accordance with the laws of the State of Nevada. Any future  
20 litigation under the terms of the present Marital Settlement Agreement shall be governed by the laws  
21 of the State of Nevada.

22 **11. MISCELLANEOUS PROVISIONS.**

23 A. Both Husband and Wife acknowledge that they have entered into this Agreement openly  
24 and freely, after a full disclosure by each of them and after the opportunity to obtain, seek and have  
25 independent consultations with and the advice of counsel.

26 B. If any portion of this Agreement is held illegal, unenforceable, void, or voidable by any  
27 Court, each of the remaining terms shall continue in full force as a separate agreement.

28 C. Husband and Wife agree that each shall have the right to live separately from the other

1 without interference or harassment.

2 D. No waiver of the breach of any of the terms or provisions of this agreement shall be a  
3 waiver of any preceding or succeeding breach of the agreement or any other provisions of it.

4 E. Both Husband and Wife waive all rights to written notice of entry of the Decree of Divorce  
5 and further waives all rights to appeal, obtain a new trial, and to request Findings of Fact and  
6 Conclusions of Law.

7 F. The captions of various paragraphs in this agreement are for convenience only and none of  
8 them is intended to be any part of the test of this agreement, nor intended to be referred to in  
9 construing any of the provisions of the agreement.

10 G. The undersigned certify that this document does not contain the social security number of  
11 any person.

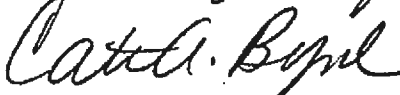
12 IT IS SO AGREED.

13 Dated 14 MAY 2014

By:   
GRADY EDWARD BYRD

14  
15 Dated 4/25/2014


By:   
CATERINA ANGELA BYRD



Republic of the Phil  
STATE OF AP  
City of Dumaguete  
COUNTY OF

ACKNOWLEDGMENT

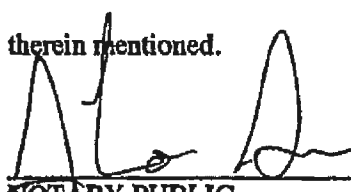
On May 15, 2014, personally appeared before me, a notary public,  
GRADY EDWARD BYRD, who acknowledged to me that he/she executed the foregoing  
MARITAL SETTLEMENT AGREEMENT, freely and voluntarily and for the uses and purposes  
therein mentioned.

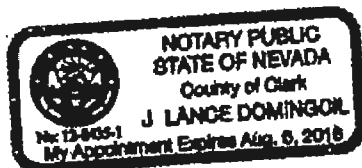
  
ATTY. JESUS RAMON M. OBVENCO  
COMMISSION NO. 2013-017  
NOTARY PUBLIC FOR DUMAGUETE CITY  
NOT. UNTIL DECEMBER 31, 2014  
ROLL No. 57755 ADMITTED: APRIL 29, 2010  
IBP No. 09226 (LIFETIME)  
PTR No. 602430A: 01/03/11: DUMAGUETE CITY  
MCLE COMPLIANCE IV-0020495 5/27/2013

ACKNOWLEDGMENT

STATE OF NEVADA )  
COUNTY OF CLARK ) ss.

On April 25<sup>th</sup>, 2014, personally appeared before me, a notary public,  
CATERINA ANGELA BYRD, who acknowledged to me that he/she executed the foregoing  
MARITAL SETTLEMENT AGREEMENT, freely and voluntarily and for the uses and purposes  
therein mentioned.

  
NOTARY PUBLIC



*Steven D. Grierson*

1 MENF  
2 WEBSTER & ASSOCIATES  
3 ANITA A. WEBSTER, ESQ.  
4 Nevada Bar No. 1221  
5 JEANNE F. LAMBERTSEN, ESQ.  
6 Nevada Bar No. 9460  
7 6882 Edna Ave.  
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12 e-mail: [jlambertsen@embarqmail.com](mailto:jlambertsen@embarqmail.com)  
13 Attorney for Plaintiff, Unbundled

9 DISTRICT COURT

10 CLARK COUNTY, NEVADA

11 CATERINA ANGELA BYRD

12 Plaintiff,

13 v.

14 GRADY EDWARD BYRD

15 Defendant

CASE NO.: D-18-577701-Z

DEPT NO.: G

Oral Argument Requested: Yes

16  
17  
18 NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS  
19 MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE  
20 UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN TEN (10) DAYS  
21 OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN  
22 RESPONSE WITH THE CLERK OF THE COURT WITHIN TEN (10) DAYS OF  
YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED  
RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO  
THE SCHEDULED HEARING DATE.

23 Notice of Motion and Motion to Enforce the Decree of Divorce, For An  
24 Order to Show Cause, To Divide a Newly Discovered Asset, To Execute  
25 QDROs, and for Attorney's Fees and Costs

26 NOTICE OF MOTION

27 PLEASE TAKE NOTICE that on the 27<sup>th</sup> day of November,  
28 2018 at the hour of 10:30 a .m., or as soon thereafter as counsel may be heard


1 Plaintiff, CATERINA ANGELA BYRD, by and through her attorneys, ANITA A.  
2 WEBSTER, ESQ., and JEANNE F. LAMBERTSEN, ESQ., of the law offices of  
3 WEBSTER & ASSOCIATES, in an Unbundled Capacity, does hereby move this  
4 Honorable Court for an Order Motion to Enforce the Decree of Divorce, For An  
5 Order to Show Cause, To Divide a Newly Discovered Asset, To Execute QDROs,  
6 and for Attorney's Fees and Costs.

8 This Motion is made and based upon the pleadings and papers on file  
9 herein, the following Points and Authorities and upon such oral argument as the  
10 Court may allow at the time of the hearing.

11 Dated: October 5<sup>th</sup>, 2018.

13 **WEBSTER & ASSOCIATES**

17 By: \_\_\_\_\_

15   
16 ANITA A. WEBSTER, ESQ.  
17 Nevada Bar No. 1221  
18 JEANNE LAMBERTSEN, ESQ.  
19 Nevada Bar No. 9460  
20 6882 Edna Ave.  
21 Las Vegas, Nevada 89146  
22 Attorneys for Plaintiff, Unbundled

23 **POINTS AND AUTHORITIES**

24 **Background**

25 The parties, Plaintiff Caterina Byrd (hereinafter "Caterina") and Defendant,  
26 Grady Byrd (hereinafter "Grady") were married nearly 31 years, and divorced on  
27 June 5, 2014. Caterina was a housewife and Grady was a U.S. Army Command  
28

1 Sargeant Major (E-9). At the time of divorce, the parties' were separated. The last  
2 time Caterina saw Grady was in March 2008. Grady resides in the Philippines.  
3 Throughout the marriage, Grady always handled any paperwork that had to do  
4 with his work, military, employment and finances. The parties moved 16 times by  
5 2008. Grady handled everything. He even obtained her military I.D. so that she  
6 could shop at the commissary, obtained her health insurance and arranged her  
7 doctors. When she had questions about finances or other matters, he always  
8 answered "I'll take care of that".  
9

10 In 2014, Grady e-mailed Caterina the divorce documents, instructed her to  
11 sign them and if she did not sign them, he wouldn't give her a dime. Grady  
12 refused to give Caterina his cell phone number, his address, and only allowed her  
13 to communicate by e-mail. Fearful of Grady's threats and fearful of being  
14 abandoned, she signed the documents. Grady began to deposit \$3,000.00  
15 monthly into the parties' joint bank account for Caterina on or about the first of  
16 each month until September 2018. Caterina believes \$1,500.00 is for the home  
17 mortgage assistance referenced in the decree of divorce. See Decree, pg. 2, In.  
18 28. She is unsure what the remaining \$1,500.00 is for. Caterina is unclear about  
19 Grady's work history and possible retirement plans. She does not know if the  
20 \$1,500 is for a retirement plan. During marriage, Grady retired from the U.S.  
21 Army and then went to work for the Department of Defense as a G.S. 14  
22 (Government Service).  
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25

26 About July 2016, Caterina went to the U. S. military base to renew her  
27 health care identification card. Per the decree, she is to receive "United States  
28

1 Retired Military Health Care" that Grady listed as one of her assets. See Decree,  
2 pg 2, In 25-26. She informed the staff member that she was divorced. The staff  
3 member called TriCare to notify them that Caterina was divorced. Tricare advised  
4 that she was not covered, and that she was responsible for the bills since 2014.  
5 The staff member informed Caterina that if Grady had notified them about the  
6 divorce, she would have been given health care coverage during a transition  
7 period to give her time to obtain her own insurance. Caterina was devastated.

8  
9 About 2017, Caterina started getting health care bills. She received  
10 \$9,254.50 in bills for hospitalization, ambulance and doctor care. She paid  
11 \$2,750.50 and has not been able to pay the rest. She had to find and purchase  
12 health insurance. This was an unexpected expense. Grady must compensate  
13 Caterina for her life-long health insurance coverage that she was promised in the  
14 decree. As such, Grady should reimburse Caterina the cost of her health  
15 insurance premium. Currently, it is \$71.80 per month and may change annually  
16 as health insurance policies change. See Health Plan of Nevada, **Exhibit "1"**.

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19 Additionally, Caterina was entitled to long-term health insurance. See  
20 Decree, pg. 2, In 26. Grady acquired the policy when Caterina was 38 years old.  
21 The parties paid on this policy, Federal Long Term Care Insurance Program, for  
22 years. Grady is refusing to pay the monthly payment. The payment went up to  
23 over \$200 per month. Caterina reduced her benefit/services that she would  
24 receive to lower the premium to \$128.01 per month. See Long Term Care  
25 Partners, **Exhibit "2"**. However, Caterina cannot afford the \$128.01 per month.  
26 Grady should reimburse Caterina \$128.01 per month so that she can continue the  
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1 Federal Long Term Care Insurance Program.

2 She e-mailed Grady, trying to get documents verifying her other assets that  
3 Grady listed in the decree of divorce. She learned that the VYSTAR credit Union  
4 Accidental Death Insurance lapsed for non payment and was terminated. She  
5 reached out to the other entities, the U.S. Army and the federal Office of  
6 Personnel Management about retirement plans. These entities would not speak  
7 to her since she was not the member and the parties were divorced. She e-mailed  
8 Grady for help, and he told her to back off, or he would stop depositing money  
9 into the joint account.  
10

11 About August 2018, Caterina received mail addressed to Grady. This  
12 puzzled her because about November 2017, Grady asked Caterina if he could  
13 use her home address and she said no. He received a letter form the DMV with  
14 a Nevada Drivers License, a Findlay Chevrolet "congratulations" on your new  
15 2018 Chevrolet Cruze, a letter from First Internet Bank, Visa card and other mail.  
16 He was notified by e-mail and letter to please make arrangements to pick up his  
17 mail from her attorney's office. No response was received. Around this time,  
18 Caterina also received a e-mail from Grady notifying her that he was in Las  
19 Vegas, getting medical care at the VA hospital. Caterina grew concerned that  
20 Grady's health may be in jeopardy, and that she did not have any documents  
21 related to his retirement plan benefits, survivor benefits or life insurance. On  
22 August 7, 2018, the undersigned counsel e-mailed Grady asking for documents.  
23 See e-mail, Exhibit "3". No response was received. An EDCR 5.501 letter was  
24 mailed and faxed to Grady at the Cannery Hotel & Casino where he told Caterina  
25  
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1 2 3 4 5 6 7	August 20, 2018 internet page from Grady re: Defense Finance and Accounting Service (DFAS) about former spouse survivor benefit coverage	Page states that the decree of divorce was to be submitted within one year of the date of divorce.	Caterina learned that she must submit the decree of divorce to DFAS around the time she received the internet page from Grady. She sent the decree & SBP election to DFAS and they rejected it. Compensation needed.
8 9 10 11	March 5, 2018 e-mail from Grady describing CMFG Life Insurance Company Vystar credit union accidental death insurance	Grady claims that Caterina was to make the payments.	Policy was terminated by Vystar. Decree unclear as to the source of the funds for the payments.

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Caterina wondered if there was a pension or retirement plan with the Department of Defense like the retirement plan Grady has with the U. S. Army. Caterina's e-mail to Grady on August 7, 2017, asked Grady for information about the existence of a retirement plan with the U. S. Department of Defense, (**Exhibit "3"**). She received no response. This asset needs to be explored and divided.

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Further, Grady stopped depositing \$3,000.00 for Caterina in September 2018. On September 4, 2018, he only deposited \$1,000 into their joint savings account and closed the parties' joint checking account. He deposited the balance of \$8.97 from the checking account into the joint savings account. These accounts were opened by Caterina for the parties 31 years ago. So, out of the \$3,000 monthly payment that Grady has provided Caterina since the divorce, he only deposited \$1,008.97. He had threatened her several weeks ago, that there would be trouble with the monthly payment if she insisted on getting documents from him. On September 4, 2018, Caterina e-mailed Grady about closing the

1 checking account, her \$3,000 monthly deposit, and related matters. See Email  
2 dated 09/04/18, **Exhibit "7"**. She received no response. Caterina is struggling to  
3 make the house payment and pay other bills. She is in financial and emotional  
4 distress. He is bullying, controlling, and harassing Caterina and in contempt of  
5 court. Caterina is requesting the court's assistance.  
6

7 **II.**

8 **POINTS AND AUTHORITIES**

9 **A. GRADY FAILED TO COMPLY WITH THE TERMS OF THE DECREE**  
10 **OF DIVORCE REGARDING HIS \$1,500.00 MONTHLY PAYMENT**

11 NRS 22.010 Acts or omissions constituting contempts. The  
12 following acts or omissions shall be deemed contempts:

13 1. Disorderly, contemptuous or insolent behavior toward the  
14 judge while the judge is holding court, or engaged in judicial duties at  
15 chambers, or toward masters or arbitrators while sitting on a reference  
16 or arbitration, or other judicial proceeding.

17 2. A breach of the peace, boisterous conduct or violent  
18 disturbance in the presence of the court, or in its immediate vicinity,  
19 tending to interrupt the due course of the trial or other judicial  
20 proceeding.

21 3. Disobedience or resistance to any lawful writ, order, rule or  
22 process issued by the court or judge at chambers.

23 4. Disobedience of a subpoena duly served, or refusing to be  
24 sworn or answer as a witness.

25 5. Rescuing any person or property in the custody of an officer  
26 by virtue of an order or process of such court or judge at chambers.

27 6. Disobedience of the order or direction of the court made  
28 pending the trial of an action, in speaking to or in the presence of a  
juror concerning an action in which the juror has been impaneled to  
determine, or in any manner approaching or interfering with such juror  
with the intent to influence the verdict.

7. Abusing the process or proceedings of the court or falsely

1 pretending to act under the authority of an order or process of the  
2 court.

3 NRS 22.100 Penalty for contempt.

4 1. Upon the answer and evidence taken, the court or judge or  
5 jury, as the case may be, shall determine whether the person  
6 proceeded against is guilty of the contempt charged.

7 2. Except as otherwise provided in NRS 22.110, if a person is  
8 found guilty of contempt, a fine may be imposed on the person **not**  
9 **exceeding \$500 or the person may be imprisoned not exceeding**  
10 **25 days, or both.**

11 3. In addition to the penalties provided in subsection 2, if a  
12 person is found guilty of contempt pursuant to subsection 3 of NRS  
13 22.010, **the court may require the person to pay to the party**  
14 **seeking to enforce the writ, order, rule or process the reasonable**  
15 **expenses, including, without limitation, attorney's fees, incurred**  
16 **by the party as a result of the contempt.**

17 (Emphasis Added).

18 Per the Decree of Divorce, page 2, line 28:

19 **Grady E. Byrd will continue to pay Caterina A. Byrd 1500**  
20 **dollars extra a month to assist with her home mortgage. If her**  
21 **financial situation changes or if the home is sold or paid off**  
22 **this payment may cease. This is not an alimony payment and is**  
23 **not required.**

24 Grady unilaterally ceased paying Caterina \$3,000 per month, a portion of  
25 which was the \$1,500.00 assistance with her home mortgage. This \$1,500.00 is  
26 truly spousal support despite Grady's attempt to characterize it otherwise. In  
27 September 2018, he only paid her \$1,000.00. Grady must pay Caterina \$500 for  
28 September 2018, and \$1,500.00 for each month thereafter. Caterina's financial  
situation has worsened by Grady withholding the \$3,000 per month he was paying  
her. It is further requested that Grady be found in contempt, sanctioned \$500.00  
for each month that he fails to pay Caterina \$1,500.00, and that Caterina be

1 awarded attorney's fees.

2 **B GRADY REFUSES TO COOPERATE AND PROVIDE PROOF THAT**  
3 **HE IS COMPLYING WITH THE DECREE OF DIVORCE.**

4 **Grady Refuses to Prove that He Has Provided Caterina 50% of his U.S. Army**  
5 **retirement pay**

6 Per the Decree of Divorce, page 2, line 21-22:

7 **Caterina A. Byrd is entitled to 50% of Grady E. Byrd's United**  
8 **States Army Retired Pay as long as he lives.**

9 Grady should be found in contempt of court for failing to provide Caterina  
10 50% of his U.S. Army Retired pay. He failed to provide her proof of the total  
11 amount that he receives in retired pay and demonstrate that he is providing her  
12 50%. Possibly, of the \$3,000.00 that he provided Caterina (until September 1,  
13 2018), \$1,500.00 was for Caterina's community interest in his U. S. Army retired  
14 pay. Caterina has no idea if \$1,500.00 is actually 50% of his U.S. Army retired  
15 pay since Grady has never provided her proof. Caterina should be awarded  
16 attorney's fees necessitated by these proceedings.

17 **Grady Refuses to Sign the QDRO (QMCO)**

18 Per the Decree of Divorce, page 2, line 21-22:

19 **Caterina A. Byrd is entitled to 50% of Grady E. Byrd's United**  
20 **States Army Retired Pay as long as he lives.**

21 Caterina does not trust Grady. He has been secretive, controlling and he has  
22 not provided Caterina proof of his U.S. Army retirement income. She should not  
23 be forced to accept Grady's word that \$1,500.00 is her community portion of his  
24 U. S. Army retirement plan. Caterina should receive her payment directly from  
25 DFAS instead of being forced to rely on Grady. It is respectfully requested that  
26  
27  
28

1 Grady immediately sign the U.S. Army QDRO (QMCO) or that the QDRO (QMCO)  
2 be signed without his signature.

3 **Grady Should Compensate Caterina For the U. S. Army Lost Survivor Benefit**

4 Per the Decree of Divorce, page 2, line 23-24:

5 **Caterina A. Byrd is entitled to United States Army Survivor**  
6 **Benefit Plan payments after Grady E. Byrd's death.**

7 At no time did Grady tell Caterina that she would lose the Survivor Benefit  
8 if the decree of divorce was not sent to DFAS within one year of the date of  
9 divorce. The last time she saw Grady was March 2008. He e-mailed her the  
10 divorce forms and told her to sign them "or else", he did not give her his phone  
11 number or address, and it was Grady who was the participating military member  
12 who was in contact with DFAS, not Caterina. He kept her in the dark. It is  
13 respectfully requested that Grady immediately obtain a life insurance plan and pay  
14 for said plan, for a dollar amount that would cover the dollar amount of the  
15 Survivor Benefit he caused Caterina to lose. Caterina does not know the exact  
16 dollar amount that the life insurance should be. One form Grady gave Caterina in  
17 August 2018 suggests that she would have received \$1,805.58 per month. See  
18 DFAS Retiree Account Statement dated 12.03/17, **Exhibit "8"**. Grady should be  
19 ordered to confirm this dollar amount, and Caterina needs to speak to an  
20 accountant or other financial advisor about calculating the total dollar amount that  
21 she would have received based on her life expectancy.

22 Grady may also have the ability to contact the DFAS and see if he can get  
23 the Survivor Benefit Plan reinstated for Caterina.

24 ///

1 **Grady Refuses to Sign and Return Original FEGLI Forms**

2 Per the Decree of Divorce, page 2, line 25:

3 **Caterina A. Byrd is entitled to Office of Personnel Management**  
4 **death benefits, .....**

5 About August 22, 2018, Grady sent copies of FEGLI beneficiary designation  
6 forms. Caterina mailed them to the Office of Personnel Management. They were  
7 rejected and returned because it was not the "original" signature of Grady. On  
8 September 11, 2018, blank forms were e-mailed to Grady along with a letter  
9 asking for his original signature. See Exhibit "6". No response received. The  
10 e-mail was re-sent on October 9, 2018 regarding the need for original signature  
11 forms needed. It is respectfully requested that Grady immediately sign the FEGLI  
12 Beneficiary forms. The Federal Government will not accept the State of Nevada  
13 Clerk of the Court's signature. This may require an order of the court. Caterina is  
14 fearful that she may lose this benefit, just like Grady caused her to lose her  
15 Survivor Benefit Plan with DFAS.

16  
17  
18 **C. GRADY MAY HAVE A UNDISCLOSED RETIREMENT PLAN OR**  
19 **OTHER BENEFIT FROM WORKING FOR THE U.S.**  
20 **DEPARTMENT OF DEFENSE**

21 NRS 125.150(3) states in pertinent part:

22 3. A party may file a postjudgment motion in any action  
23 for divorce, annulment or separate maintenance to obtain  
24 adjudication of any community property or liability omitted  
25 from the decree or judgment as the result of fraud or  
26 mistake. A motion pursuant to this subsection must be  
27 filed within 3 years after the discovery by the aggrieved  
28 party of the facts constituting the fraud or mistake. The  
court has continuing jurisdiction to hear such a motion and  
shall equally divide the omitted community property or  
liability between the parties unless the court finds that:



1 (a) The community property or liability was included in  
2 a prior equal disposition of the community property of the  
3 parties or in an unequal disposition of the community  
4 property of the parties which was made pursuant to written  
findings of a compelling reason for making that unequal  
disposition; or

5 (b) The court determines a compelling reason in the  
6 interests of justice to make an unequal disposition of the  
7 community property or liability and sets forth in writing the  
reasons for making the unequal disposition.

8 If a motion pursuant to this subsection results in a  
9 judgment dividing a defined benefit pension plan, the  
10 judgment may not be enforced against an installment  
11 payment made by the plan more than 6 years after the  
installment payment.

12 Caterina discovered the potential for a undivided retirement plan about  
13 August 2018, when Grady sent Caterina his Designation of Beneficiary form to  
14 forward to the Federal Employees' Group Life Insurance (FEGLI) program. As  
15 stated in the above Table on page 5, the FEGLI Beneficiary forms were sent for  
16 processing, but were rejected as not "original" signature. On September 11, 2018,  
17 blank forms were e-mailed to Grady for signature and return of the originals. No  
18 response was received. On October 9, 2018, the e-mail was sent again. No  
19 response was received.  
20

21 Caterina began to wonder if Grady has a pension or other retainment  
22 benefit from his work with the Department of Defense. The e-mail to Grady dated  
23 August 7, 2018, asking about the existence of such a retirement plan went  
24 unanswered. A "Google" search for the Department of Defense suggests that  
25 federal civilian employees may have retirement plans called Federal Employees  
26 Retirement System (FERS). See internet search FERS Information, **Exhibit "9"**.  
27  
28

1 Grady needs to provide Caterina information on this retirement plan so that her  
2 community interest and survivor benefits can be awarded to her in a QDRO (or  
3 other appropriate order).

4  
5 Caterina's instant motion is within the statutory requirement of 3 years after  
6 the "discovery by the aggrieved party of the facts constituting the fraud or  
7 mistake." Grady should be ordered to provide all documents related to any  
8 retirement plan, pension or other benefit received from his employment with the  
9 Department of Defense. Caterina's community interest and survivor benefits  
10 should be awarded to her from the date of the parties divorce on June 5, 2014.  
11

12 **D. CATERINA IS ENTITLED TO AN AWARD ATTORNEY'S FEES**

13  
14 Caterina and her counsel have tried repeatedly to resolve the issues  
15 referenced herein without the assistance of the court, but to no avail. Grady's  
16 secrecy and failure to cooperate has caused Caterina to incur attorney's fees.

17 **NRS 125.040:**

18 1. In any suit for divorce the court may, in its discretion, upon application by  
19 either party and notice to the other party, require either party to pay moneys  
20 necessary to assist the other party in accomplishing one or more of the  
21 following:

- 22 (a) To provide temporary maintenance for the other party;  
23 (b) To provide temporary support for children of the parties; or  
24 (c) To enable the other party to carry on or defend such suit.

25 2. The court may make any order affecting property of the parties, or either  
26 of them, which it may deem necessary or desirable to accomplish the  
27 purposes of this section. Such orders shall be made by the court only after  
28 taking into consideration the financial situation of each of the parties.

29 **NRS 18.010(2):**

- 30 (a) When the prevailing party has not recovered more than \$20,000; or  
31 (b) Without regard to the recovery sought, when the court finds that the  
32 claim, counterclaim, cross-claim or third-party complaint or defense of the  
33 opposing party was brought or maintained without reasonable ground or to

1 harass the prevailing party. The court shall liberally construe the provisions  
2 of this paragraph in favor of awarding attorney's fees in all appropriate  
3 situations. It is the intent of the Legislature that the court award attorney's  
4 fees pursuant to this paragraph and impose sanctions pursuant to Rule 11  
5 of the Nevada Rules of Civil Procedure in all appropriate situations to punish  
6 for and deter frivolous or vexatious claims and defenses because such  
claims and defenses overburden limited judicial resources, hinder the timely  
resolution of meritorious claims and increase the costs of engaging in  
business and providing professional services to the public.

7 NRS 7.085 Payment of additional costs, expenses and attorney's fees by  
8 attorney who files, maintains or defends certain civil actions or extends civil  
actions in certain circumstances.

9 1. If a court finds that an attorney has:

10 (a) Filed, maintained or defended a civil action or proceeding in any court in  
11 this State and such action or defense is not well-grounded in fact or is not  
warranted by existing law or by an argument for changing the existing law  
that is made in good faith; or

12 (b) Unreasonably and vexatiously extended a civil action or proceeding  
13 before any court in this State, the court shall require the attorney personally  
14 to pay the additional costs, expenses and attorney's fees reasonably  
incurred because of such conduct.

15 2. The court shall liberally construe the provisions of this section in favor of  
16 awarding costs, expenses and attorney's fees in all appropriate situations.  
17 It is the intent of the Legislature that the court award costs, expenses and  
18 attorney's fees pursuant to this section and impose sanctions pursuant to  
19 Rule 11 of the Nevada Rules of Civil Procedure in all appropriate situations  
to punish for and deter frivolous or vexatious claims and defenses because  
such claims and defenses overburden limited judicial resources, hinder the  
timely resolution of meritorious claims and increase the costs of engaging  
in business and providing professional services to the public.

20 Sargeant v. Sargeant, 88 Nev. 223, 227, 495 P.2d 618, 621 (1972). Equal  
21 footing so don't have to liquidate savings. The Nevada Supreme Court held that  
22 the district court did not abuse its discretion in awarding approximately \$50,000.00  
23 in attorney fees to the wife in a divorce proceeding. The Court noted that without  
24 the district court's assistance, the wife would have been required to liquidate her  
25 savings and jeopardize her financial future in order to meet her adversary in court  
26 on an equal basis.  
27  
28

1 In Griffith v. Gonzales-Alpizar, 132 Nev. Adv. Op. 38 (May 26, 2016) the  
2 Appellate Court held that: Pursuant to NRS 125.040 the court can award  
3 attorney's fees from the start of the action through the appeal.

4 Wright v. Osburn, 114 Nev. 1367, 970 P.2d 1071 (1998). Disparity in income  
5 is a factor to be considered in awarding attorney fees.

6 Hornwood v. Smith Food King, attorney fees to prevailing party if succeed  
7 on a significant number of issues. This court has held that "[a] plaintiff may be  
8 considered the prevailing party for attorney's fee purposes if it succeeds on any  
9 significant issue in litigation which achieves some of the benefit is sought in  
10 bringing the suit." Hornwood v. Smith's Food King, 105 Nev. 188, 192, 772 P.2d  
11 1284 (1989) (quoting Women's Federal S & L Ass'n. v. Nevada Nat. Bank, 623  
12 F.Supp. 469, 470 (D.Nev.1985).

13 Awards of attorney fees are within the sound discretion of the Court. See  
14 Love v. Love, 959 P.2d 523, 114 Nev. 572 (1998), Fletcher v. Fletcher, 89 Nev.  
15 540, 542-43, 516 P.2d. 103,104 (1973), Leeming v. Leeming, 87 Nev. 530, 532,  
16 490 P.2d 342, 343 (1971), and Halbrook v. Halbrook, 114, Nev. 1455, 971 P.2d  
17 1262 (1998) .

18 Pursuant to Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345 (1969), the  
19 Court should take into consideration the following factors when determining an  
20 award of attorney's fees. (1) The qualities of the advocate(s): Ms. Webster has  
21 been practicing law for 32 years and Ms. Lambertsen has been practicing law for  
22 13 years; the law firm's practice is dedicated to family law. (2) The character and  
23 difficulty of the work performed: The intricacy, importance, time and skill required  
24  
25  
26  
27  
28

1 to prepare this Motion is moderate. (3) The work actually performed by the  
2 attorneys and legal assistants: Approximately 10 hours were spent by counsel and  
3 legal assistants in fees (4) The result obtained is unknown but the Motion  
4 demonstrates Grady's lack of cooperation and continuing control of Caterina.  
5

### 6 CONCLUSION


7 Caterina is seeking the following relief:

- 8 1. That Grady be found in Contempt for Failing to pay Caterina \$1,500 in  
9 assistance since September 1, 2018; that Grady be subject to sanctions of  
10 \$500 per event, and attorney's fees;
- 11 2. That Grady be ordered to pay Caterina the assistance arrears;
- 12 3. That Grady immediately execute the U.S. Army QDRO (QMCO) so that  
13 Caterina can receive the benefits directly from the U.S.Army (DFAS) and not  
14 from Grady;
- 15 4. That Grady immediately provide proof of the dollar amount of his U.S. Army  
16 Retirement plan payments to determine the dollar amount that Caterina  
17 should have been receiving;
- 18 5. That Grady immediately obtain and pay for a life insurance plan in the dollar  
19 amount of Caterina's lost survivor benefit plan, and that if he fails to do so  
20 that he be found in contempt;
- 21 6. That Grady immediately sign and mail the original signature form for the  
22 FEGLI Beneficiary Designation to Caterina's counsel. If he fails to do so,  
23 that he be found in contempt;
- 24 7. Grady should reimburse Caterina \$9,254.50 for unpaid health care bills;
- 25  
26  
27  
28

- 1 8. Grady should reimburse Caterina the cost of her health insurance premium  
2 which is \$71.80 per month. This dollar amount should be adjusted annually  
3 for any insurance cost changes;  
4  
5 9. Grady should reimburse Caterina \$128.01 for the monthly cost of her  
6 Federal Long Term Care Insurance Program;  
7  
8 10. That Caterina be awarded her Attorney's fees and costs; and  
9  
10 11. For any other relief that is just and equitable under the premises.

11  
12 Dated: October 15<sup>th</sup>, 2018

**WEBSTER & ASSOCIATES**

  
JEANNE F. LAMBERTSEN, ESQ.  
Attorneys for Plaintiff  
Unbundled Capacity

13  
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**DECLARATION OF CATERINA BYRD**

1  
2 1. I, Caterina Byrd am the Plaintiff in the above-entitled action.

3 2. I have read the foregoing Motion, and the factual averments contained  
4 therein are true and correct to the best of my knowledge, except as to those  
5 matters based on information and belief, and as to those matters, I believe them  
6 to be true. Those factual averments contained in the preceding are incorporated  
7 herein as if set forth in full.  
8

9 3. That I had been receiving payments of \$3,000.00 from the Defendant,  
10 Grady Byrd since the filing of the decree of divorce on June 5, 2014 and that these  
11 payments ceased September 1, 2018.  
12

13 4. That on September 4, 2018, I learned that the checking account that  
14 Grady Byrd had deposited my monthly payment into was closed. It was a joint  
15 checking account that had been established for 31 years.  
16

17 5. That on September 4, 2018, he only deposited \$1,000.00 into the joint  
18 savings account and transferred about \$8.00 that was remaining in the now closed  
19 checking account into the joint savings account.

20 6. That my e-mail to him on September 4, 2018 asking why he closed the  
21 joint checking account and if he was going to pay the balance of the money for the  
22 month was not answered.  
23

24 7. That I have not received any money from Grady since the \$1,000.00  
25 September 4, 2018 deposit and I am struggling to pay my bills and living  
26 expenses.

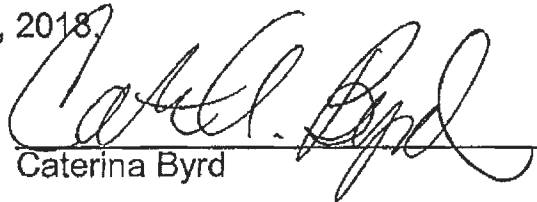
27 8. That I do not know if a retirement plan or retirement benefit exists from  
28

1 Grady's work with the Department of Defense. Only about August 2018 did I begin  
2 to suspect that something might exist. I have never received any information about  
3 a Department of Defense pension, retirement or other plan. The only thing I knew  
4 about was a life insurance plan if Grady died and that I am supposed to be the  
5 beneficiary. However, I am worried about this life insurance plan because the form  
6 that Grady filled out was rejected and he hasn't responded with the correct,  
7 original signature, form.  
8

9 9. Based upon the foregoing, I respectfully request that this Court grant the  
10 relief requested by me in this Motion.  
11

12 I declare under penalty of perjury in the State of Nevada that the foregoing  
13 is true and correct.

14 Executed this 15 day of October, 2018.

15  
16   
17 Caterina Byrd  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



**Certificate of Service**

Pursuant to NRCP 5(b), I certify that I am employed in the Law Offices of WEBSTER & ASSOCIATES, and that on this 16<sup>th</sup> day of October, 2018, I caused the above and foregoing to be served as follows:

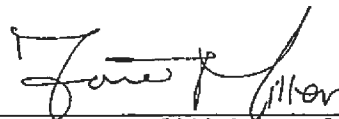
☒ pursuant to EDCR 8.05(a), EDCR 8.05(f) NRCP (b)(2)(D) and Administrative Order 14-2 Captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court." by mandatory electronic service through the Eighth Judicial District Court's electronic filing system; and

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

To the Defendant listed below at the address, email address, and/or facsimile number indicated:

CSM Grady E. Byrd USA Ret  
Purok 2 Cangmating  
Sibulan Negros Oriental  
Dumaguete Philippines 6201

E-mail: cbsmail2006@yahoo.com



\_\_\_\_\_  
An employee of Webster & Associates

MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

CATERINA ANGELA BYRD

Plaintiff/Petitioner

v.

GRADY EDWARD BYRD

Defendant/Respondent

Case No. D-18-577701-Z

Dept. G

**MOTION/OPPOSITION  
FEE INFORMATION SHEET**

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

**Step 1.** Select either the \$25 or \$0 filing fee in the box below.

- ☐ **\$25** The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.  
-OR-  
☒ **\$0** The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
- ☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
  - ☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
  - ☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on \_\_\_\_\_.
  - ☒ Other Excluded Motion (must specify) No Final Order.

**Step 2.** Select the \$0, \$129 or \$57 filing fee in the box below.

- ☒ **\$0** The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
- ☐ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
  - ☒ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
- OR-  
☐ **\$129** The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.  
-OR-  
☐ **\$57** The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

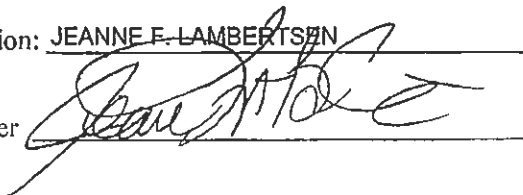
**Step 3.** Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:

☒\$0 ☐\$25 ☐\$57 ☐\$82 ☐\$129 ☐\$154

Party filing Motion/Opposition: JEANNE F. LAMBERTSEN Date 10/16/2018

Signature of Party or Preparer



*Steven D. Grierson*

1 EXHS  
2 WEBSTER & ASSOCIATES  
3 ANITA A. WEBSTER, ESQ.  
4 Nevada Bar No. 1221  
5 JEANNE F. LAMBERTSEN, ESQ.  
6 Nevada Bar No. 9460  
7 6882 Edna Ave.  
8 Las Vegas, Nevada 89146  
9 Tel No: (702) 562-2300  
10 Fax No: (702) 562-2303  
11 e-mail: [anitawebster@embarqmail.com](mailto:anitawebster@embarqmail.com)  
12 e-mail: [jlambertsen@embarqmail.com](mailto:jlambertsen@embarqmail.com)  
13 Unbundled Attorney for Plaintiff

8 DISTRICT COURT  
9 CLARK COUNTY, NEVADA

10 CATERINA ANGELA BYRD

11 Plaintiff,

12 v.

13 GRADY EDWARD BYRD

14 Defendant

CASE NO.: D-18-577701-Z  
DEPT NO.: G

15 EXHIBIT APPENDIX FOR MOTION TO ENFORCE THE DECREE OF  
16 DIVORCE, FOR AN ORDER TO SHOW CAUSE, TO DIVIDE A NEWLY  
17 DISCOVERED ASSET, TO EXECUTE QDROS, AND FOR ATTORNEY'S FEES  
18 AND COSTS

18 COMES NOW, Caterina Angela Byrd, by and through her attorneys of record,  
19 Anita A. Webster, Esq., and Jeanne F. Lambertsen, Esq., of Webster &  
20 Associates, and hereby submits the following exhibits in support of her Motion to  
21 Enforce the Decree of Divorce, For An Order to Show Cause, To Divide a Newly  
22 Discovered Asset, To Execute QDROs, and for Attorney's Fees and Costs.  
23 Pursuant to EDCR 5.205(g) Exhibits may be deemed offers of proof but shall not  
24 be considered substantive evidence until admitted.

W:\Family\Byrd, Caterina\Pleadings\Drafts\Exhibit\ Index.vpd

1 **Table of Contents:**

- 2 1. Health Plan of Nevada statement, dated September 10, 2018.  
3 2. Long Term Care Partners.  
4 3. E-Mail from counsel to Defendant, dated August 7, 2018.  
5 4. Letter to Defendant, dated August 13, 2018.  
6 5. Rejected FEGLI Beneficiary forms sent to OPM, dated August 31, 2018.  
7 6. E-Mail with attached blank forms, sent from counsel to Defendant, dated  
8 September 11, 2018 and October 9, 2018.  
9 7. E- Mail from Plaintiff to Defendant, dated September 4, 2018.  
10 8. DFAS Retiree Account Statement dated December 30, 2017.  
11 9. FERS Information.

12  
13 DATED this 16<sup>th</sup> day of October, 2018.

14 **WEBSTER & ASSOCIATES**

15   
16 ANITA A. WEBSTER, ESQ.

17 Nevada Bar No. 1211

18 JEANNE F. LAMBERTSEN, ESQ.

19 Nevada Bar No. 9460

20 6882 Edna Ave.

21 Las Vegas, Nevada 89146

22 Unbundled Attorney for Caterina Angela Byrd  
23  
24

1 Certificate of Service

2 Pursuant to NRCP 5(b), I certify that I am employed in the Law Offices of  
3 WEBSTER ASSOCIATES, and that on this 16<sup>th</sup> day of October, 2018, I caused  
4 the above and foregoing document to be served as follows:

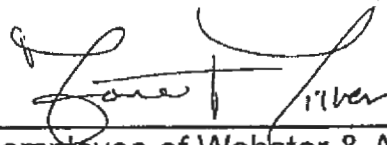
5 [X] pursuant to EDCR 8.05(a), EDCR 8.05(f) NRCP (b)(2)(D) and  
6 Administrative Order 14-2 Captioned "In the Administrative Matter of  
7 Mandatory Electronic Service in the Eighth Judicial District Court." by  
8 mandatory electronic service through the Eighth Judicial District Court's  
9 electronic filing system; and

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

13 To the Defendant listed below at the address, email address, and/or facsimile  
14 number indicated:

15 CSM Grady E. Byrd USA Ret  
16 Purok 2 Cangmating  
17 Sibulan Negros Oriental  
18 Dumaguete Philippines 6201

19 E-mail: cbsmail2006@yahoo.com

20  
21  
22  
23  
24  


An employee of Webster & Associates

Law Offices of  
WEBSTER & ASSOCIATES  
8822 Eads Avenue • Las Vegas, Nevada 89146  
Telephone (702) 963-2000 • Facsimile (702) 963-2003

## **EXHIBIT “1”**



HEALTH PLAN OF NEVADA  
A UnitedHealthcare Company



INVOICE DATE	09/10/2018
INVOICE #	182530026910
MEMBER ID	170154465-00
DUE DATE	10/01/2018
COVERAGE PERIOD:	OCTOBER
TOTAL AMOUNT DUE	\$71.80

Your Plan: MyHPN Silver 6/Medicaid Transition Plan - 94

Who is Covered: Subscriber Only

### At-A-Glance

Previous Balance	\$71.80
Payment(s) Received	
9/1/18	(\$71.80)
Balance Past Due	\$0.00
Monthly Premium	\$71.80
Retroactive Adjustments	\$0.00
<b>Total Amount Due by</b>	<b>\$71.80</b>
<b>10/01/2018</b>	

### Monthly Premium Details

Medical	\$653.80
Advance Premium Tax Credit*	(\$582.00)

**Monthly Premium \$71.80**

\*The Advance Premium Tax Credit is the amount received to assist with your health insurance premium.

To learn more about your invoice see reverse side

### At Your Service.

Simple. Secure. Convenient.

- ⇒ View your invoice
- ⇒ Pay your invoice
- ⇒ Get a copy of your ID card
- ⇒ And much more!

**Automate and you'll never be late!**  
Visit myHPNOnline.com and sign in to the online member center.

## HOW DO I PAY?



Pay online at  
myHPNOnline.com



Pay by phone  
Call 1-877-417-2062



Pay by mail  
Send remittance

----- If you mail in your payment, please detach and include the form below. -----



HEALTH PLAN OF NEVADA  
A UnitedHealthcare Company

P.O. Box 18407  
Las Vegas, NV 89114-8407

Please write your Group ID and Member ID on your check.

Invoice #:

Group ID:

Member ID:

182530026910

20001226

170154465-00

CATERINA BYRD  
2120 LOOKOUT POINT CIRCLE  
LAS VEGAS, NV 89117

Mail and make checks payable to:

Health Plan of Nevada  
P.O. Box 749546  
Los Angeles, CA 90074-9546

**Pay by October 01, 2018**

**Total Amount Due**

**\$71.80**

## **EXHIBIT “2”**



Long Term Care Partners, LLC  
P.O. Box 797  
Greenland, NH 03840-0797



November 1, 2017

C717-024233  
CATERINA A BYRD  
2120 LOOKOUT POINT CIR  
LAS VEGAS, NV 89117-5805

Dear CATERINA A BYRD:

---

Thank you for your participation in the Federal Long Term Care Insurance Program (FLTCIP). Long Term Care Partners administers the FLTCIP.

We are writing to advise you that your FLTCIP coverage benefits have increased as scheduled under the automatic compound inflation option you selected. Your premium does not increase annually as a result of this annual increase in benefits.

Under this option, on each anniversary of your coverage effective date, your daily benefit amount automatically increases at a rate of 2.20% compounded annually.

Effective November 1, 2017, your daily benefit amount increased to \$301.14. Your maximum lifetime benefit is unchanged and remains unlimited.

We have enclosed a new schedule of benefits reflecting your new coverage amounts. Please keep a copy of this updated schedule of benefits with your *FLTCIP Benefit Booklet*. You will receive a letter from us, similar to this one, on or about each anniversary date.

We are happy to assist you. If you have any questions, please call our Customer Service Center at 1-800-LTC-FEDS (1-800-582-3337) TTY 1-800-843-3557, or visit us online at [www.LTCFEDS.com](http://www.LTCFEDS.com).

---

Sincerely,

A handwritten signature in cursive script that reads "Keith Leader".

Keith Leader  
Director of Operations  
Long Term Care Partners, LLC

Visit [www.LTCFEDS.com](http://www.LTCFEDS.com) and register for a My LTCFEDS account.

You will find valuable resources on our website, [www.LTCFEDS.com](http://www.LTCFEDS.com), such as downloadable FLTCIP materials and forms, news articles, and frequently asked questions, with topics ranging from increasing and decreasing coverage to tax benefits.

If you have not already done so, register for a My LTCFEDS account. With a secure online account, you can:

- view your plan coverage information
- view or edit your personal information
- view or edit your protection against unintended lapse information\*
- view your claims information (if you are currently in claims)

\*A protection against unintended lapse designee is someone you specify who will be sent a notice if your coverage is about to lapse due to unpaid premiums.

Please register by visiting [www.LTCFEDS.com/register](http://www.LTCFEDS.com/register).

To view your premium payment history, go to [www.BENEFEDS.com](http://www.BENEFEDS.com) and create a My BENEFEDS account. BENEFEDS administers the premium payment processes on behalf of the FLTCIP.

Note: Premiums are not guaranteed. Your premium will not change because you get older or your health changes or for any other reason related solely to you. We may only increase your premium if you are among a group of enrollees whose premium is determined to be inadequate. While the group policy is in effect, OPM must approve the change.

The Federal Long Term Care Insurance Program  
**Schedule of Benefits**  
**FLTCIP 1.0 Comprehensive Option**

(Replaces any schedule of benefits previously issued under the program)

**Name of enrollee:** CATERINA A BYRD

**Original effective date:** 01/01/2003 <sup>1</sup>

**Original issue age:** 38

**Effective date of this schedule of benefits:** 11/01/2017

**Monthly premium:** \$128.01

**Biweekly premium:** \$59.08 <sup>2</sup>

**Waiting period:** 90 service days

**Daily benefit amount (DBA):** \$301.14

**Benefit period:** Unlimited

**Maximum lifetime benefit:** Unlimited

**Automatic compound inflation option:** Yes, 2.20%

**Future purchase option:** No

Covered services	Benefit amount
Nursing home, assisted living facility, or hospice facility	Up to 100% of your DBA (\$301.14) per day
Services provided by a formal caregiver at home	Up to 75% of your DBA (\$225.86) per day
<del>Services provided by an informal caregiver</del>	<del>Up to 75% of your DBA (\$225.86) per day;</del> benefits for services provided by family members are limited to 365 days in your lifetime
Hospice care at home	Up to 100% of your DBA (\$301.14) per day
Adult day care center	Up to 75% of your DBA (\$225.86) per day
Bed reservations	Up to 100% of your DBA (\$301.14) per day; benefits are limited to 30 days per calendar year
Caregiver training	Up to 100% of your DBA (\$301.14) per day; benefits are limited to 7 x your DBA (\$2,107.98) in your lifetime
Respite services	Up to 100% of your DBA (\$301.14) per day; benefits are limited to 30 x your DBA (\$9,034.20) per calendar year

**International Benefits:** If you receive covered services outside the United States, we will pay benefits up to 80% of the benefit amounts listed above. For such services, your benefit period will be limited to 10 years. Your maximum lifetime benefit will be equal to 3,650 days (10 years) x 80% of your daily benefit amount. Your maximum lifetime benefit for covered services you receive in the United States will remain unlimited.

<sup>1</sup> In certain situations, your coverage may not take effect or may take effect on a date that is later than the original effective date shown above. Please refer to the "Effective Date of Coverage" section of the Benefit Booklet for information on the date your coverage takes effect.

<sup>2</sup> Biweekly premium applies only if your premium is paid through biweekly payroll deductions.

**Anytime your daily benefit amount or benefit period changes, all those benefit amounts that are determined based on your daily benefit amount or benefit period will change accordingly. You will receive an updated schedule of benefits anytime your coverage changes.**

**As detailed in your Benefit Booklet, we reserve the right to increase your premium in the future. However, it is important to note that we cannot single you out and raise your premium because of your advancing age, declining health, claim status or for any other reason related solely to you. We may only increase your premium if you are among a group of enrollees whose premium is determined to be inadequate. While the group policy is in effect, OPM must approve the increase in premium. As a reminder, your premium may also increase if you voluntarily elect to increase your benefits.**

---

**If you have questions about your schedule of benefits, please call our Customer Service Center at 1-800-LTC-FEDS (1-800-582-3337) TTY 1-800-843-3557**

The Federal Long Term Care Insurance Program is sponsored by the U.S. Office of Personnel Management, insured by John Hancock Life & Health Insurance Company, and administered by Long Term Care Partners, LLC

## **EXHIBIT “3”**



## **EXHIBIT “4”**

LAW OFFICES OF  
**WEBSTER & ASSOCIATES**  
A Professional Corporation

ANITA A. WEBSTER, ESQ.  
Attorney, Mediator &  
Collaborative Law Professional  
aaitawebster@embarqmail.com

JEANNE F. LAMBERTSEN, ESQ.  
Attorney  
jlambertsen@embarqmail.com

August 13, 2018

**Via Certified Mail, Regular Mail and Facsimile**

702-507-5750

Grady Byrd - hotel guest  
Cannery Hotel & Casino  
2121 E. Craig Rd.  
North Las Vegas, Nevada 89030

Re: Byrd v. Byrd  
14-10DC-0219

Dear Mr. Byrd:

I am sorry that you are not feeling well and undergoing medical treatment. We do wish you a speedy recovery.

We are assisting Ms. Byrd as she realizes that she does not have any of the following documents verifying and demonstrating that she is the beneficiary in the event of your passing of the following financial plans. If you do not have possession of any of the following documents, please contact the institution and ask that they e-mail you copies (and send copies to us, if possible) of the documents showing that Ms. Byrd is the designated beneficiary. Ms. Byrd has contacted the institutions below, however, because you are divorced, they will not share any information with her or provide her any documents:

1. Office of Personnel Management Death Benefits;
2. VYSTAR Credit Union Accidental Death Insurance;
3. Veteran's Group Life Insurance (VGLI);
4. United States Army Survivor Benefit Plan; and
5. Federal Employees Group Life insurance (FEGLI).



In addition, please provide documents for the retirement plan or other benefits that you receive from working for the U.S. DoD as a Uniformed Services Army Civilian.

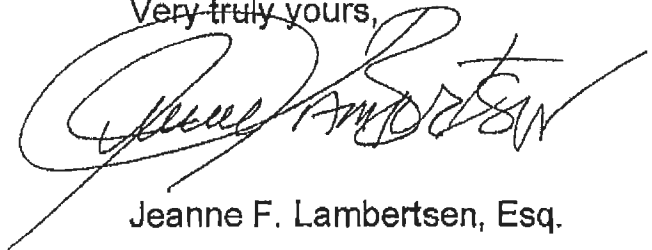
Also, we are preparing two documents that need your signature:

1. Qualified Domestic Relations Order (QDRO) so that she may receive her marital portion of the military pension as listed in the Decree of Divorce that you prepared. I understand that you are paying her directly, but the QDRO will allow her to receive her payment directly from the military by way of direct deposit, thereby allowing her to plan her finances and budget better and be more comfortable each month. The QDRO cost \$800.00 and the cost should be equally shared by you and Ms. Byrd. The QDRO will be ready in 2 weeks or so..
2. Stipulation and Order changing the venue where your divorce was filed, Churchill County, to Clark County. The QDRO should be filed in the county where Ms. Byrd lives. I understand that you are currently in Clark County Nevada too. Neither of you live in Churchill County.

I would like to avoid the necessity of seeking the court's assistance. There is no need for us to request a court hearing if you can accomplish the above tasks in a timely manner. Please let me know when you could provide the above documents and be available to sign the QDRO and the Stipulation and Order. Ms. Byrd dropped off mail addressed to you, but sent to her address.

If you have any questions please feel free to call.

Very truly yours,



Jeanne F. Lambertsen, Esq.

JFL:lsb  
cc: Caterina Byrd

TRANSMISSION VERIFICATION REPORT

TIME : 08/13/2018 11:09  
NAME : WEBSTER ASSOCIATEP  
FAX : 702-562-2303  
TEL : 702-562-2303  
SER. # : BROH5J323357

DATE, TIME 08/13 11:08  
FAX NO. /NAME 7025075750  
DURATION 00:00:41  
PAGE(S) 02  
RESULT OK  
MODE STANDARD  
ECM

8882 Edna Avenue • Las Vegas, Nevada 89146  
(702) 562-2300 • Fax: (702) 562-2303

W:\Family\Byrd, Calumna\Correspondence\Druth\OP to contact 8.13.18.wpd

1. Office of Personnel Management Death Benefits;
2. VYSTAR Credit Union Accidental Death Insurance;
3. Veteran's Group Life Insurance (VGLI);
4. United States Army Survivor Benefit Plan; and
5. Federal Employees Group Life Insurance (FEGLI).

We are assisting Ms. Byrd as she realizes that she does not have any of the following documents verifying and demonstrating that she is the beneficiary in the event of your passing of the following financial plans. If you do not have possession of any of the following documents, please contact the institution and ask that they e-mail you copies (and send copies to us, if possible) of the documents showing that Ms. Byrd is the designated beneficiary. Ms. Byrd has contacted the institutions below, however, because you are divorced, they will not share any information with her or provide her any documents:

I am sorry that you are not feeling well and undergoing medical treatment. We do wish you a speedy recovery.

Dear Mr. Byrd:

090AV Byrd V. Byrd  
14-10DC-0219

## **EXHIBIT “5”**



Retirement Services

UNITED STATES OFFICE OF PERSONNEL MANAGEMENT  
Washington, DC 20415

DATE: 8/31/18

Dear: Grady

We recently received your designation of beneficiary form. Unfortunately, we cannot accept the form because it was not completed correctly as indicated below. We are sending a new form(s) for you to complete to ensure benefits are paid exactly as you desire.

- ☐ You did not sign and/or date your designation(s). The Office of Personnel Management cannot accept a signature by a Power of Attorney on these forms. The annuitant or former employee must sign the designation.
- ☐ There are corrections or alterations on the forms you submitted. Please complete new forms. There should be no corrections, erasures or alterations on the forms to avoid confusion after your demise.
- ☐ We cannot process form 2823 and/or form 3102 unless there is a Claim Number (CSA#, CSI# OR OWCP#) listed. If you are currently employed, file form 2823 and/or form 3102 with your Agency's Personnel Office.
- ☐ Attachments are acceptable as long as each sheet is signed by you and witnessed by the same two people as the form.
- ☐ You did not list all identifying information. You must complete the entire form.
- ☐ Your designation did not have two witnesses. A beneficiary cannot sign as a witness.
- ☐ You have named more than one person to receive ALL.
- ☐ The most recent revision date must be used when completing Designation of Beneficiary form(s) SF2808 and SF2823.
- ☒ ~~You sent us the duplicate designation, not the original. We need your original signature. We cannot accept a photocopied signature. Please complete a new form.~~
- ☒ ~~You cannot make any corrections to the Duplicate copy, Xerox copy, Cancelled copy, or use as an attachment. You must complete a new form.~~
- ☐ The shares you entered do not add up to 100%. In naming more than one beneficiary, be sure to show the exact share that each beneficiary is to receive. The shares must total 100% and be shown in either percentages (50%) or fractions (1/2). The shares cannot be shown in dollar amounts because, in many cases, the amount cannot be determined until your death.
- ☐ Your designation must be in ink or typewritten.
- ☐ Other, please see attachment.

To avoid common errors, your designation must include:

- Your full name (no nicknames)
- Your original signature (on the top copy of the form)
- The signatures of two witnesses (neither of whom may be named as beneficiary)
- The full given names of your beneficiary(s)

Additional requirements for a valid designation must:

- Be free of corrections, erasures, or alterations
- Be printed in ink or typed
- Include shares that total 100%

Furthermore, if the space on the designation is insufficient, you may list additional beneficiaries on an attachment. **You and the same two witnesses must sign each page of any attachment. Please be sure to return both copies of the designation to**

U.S. Office of Personnel Management  
Retirement Operations Center  
PO Box 45  
Boyers PA 16017

If you have any questions or need further assistance, please let us know.



**Designation of Beneficiary**  
**Federal Employees' Group Life Insurance (FEGLI) Program**  
(DO NOT erase or cross-out. Use a new form.)

Form Approved  
OMB No. 3208-0136

Important:  
Read instructions on the  
Back of Part 2 before completing this form.

**A. Information About the Insured (not the Assignee, if there is one) (type or print)**

Name of Insured (Last, first, middle) <b>BYRD GRADY EDWARD</b>		Date of birth of Insured (mm/dd/yyyy) <b>05/07/1956</b>	Social Security Number of Insured <b>[REDACTED]</b>
The Insured is:  Place an "X" in the appropriate box.	<input type="checkbox"/> an employee	If the Insured is retired or receiving Federal Employees' Compensation, give CSA, CSI, or OWCP claim number: <b>A84544440</b>	
	<input checked="" type="checkbox"/> a retiree		
Department or agency where the Insured works (If retired, last department or agency where the Insured worked): Department or agency <b>DOD</b> Bureau or division <b>U.S. ARMY</b> Location (city, state, and ZIP code) <b>WUNZBURG GERMANY</b>			

**B. Information About the Beneficiary or Beneficiaries (See Back of Part 1 for examples) (type or print)**

First name, middle initial, and last name of each beneficiary	Social Security Number	Address (Including ZIP code)	Relationship	Percent or fraction designated
<b>CATERINA ANGELO BYRD</b>	<b>[REDACTED]</b>	<b>2122 LOOKOUT POINT RD LAS VEGAS, NV 89117</b>	<b>EX-SPOUSE</b>	<b>100%</b>

Total (Must equal 100% or 1.0) (Do not use dollar amounts)

(Do not put a Total if you designated types of Insurance. See example 4 on Back of Part 1.)

**100**

**C. Statement of Insured or Assignee (type or print)**

Your name and address (Including ZIP code) <b>GRADY EDWARD BYRD Rm 202 CAMP MATTING 5560 CAN, NEGRO GENERAL PHILIPPOPOVS 6201</b>	Please check one: I am: <input checked="" type="checkbox"/> the Insured <input type="checkbox"/> an Assignee  See Back of Part 2 for definitions	Please check all three: <input checked="" type="checkbox"/> I have not assigned the Insurance. <input checked="" type="checkbox"/> Two people who witnessed my signature signed below. <input checked="" type="checkbox"/> I did not name either witness as a beneficiary.
--	---	---

I understand that if there is a valid assignment on file, only the assignee has the right to designate a beneficiary. If a valid assignment is not on file, but there is a valid court order on file with the agency or the U.S. Office of Personnel Management, as appropriate, any designation I complete for the same benefits is not valid.

I understand that if this Designation is valid, it will stay in effect unless it is canceled. (See "When Is A Designation Canceled?" on the Back of Part 2.)

I understand that if this Designation is invalid for any reason, the Office of Federal Employees' Group Life Insurance will pay benefits according to the next most recent valid designation. If there isn't one, it will pay according to the order listed on the Back of Part 2.

I am cancelling any and all previous Designations of Beneficiary under the Federal Employees' Group Life Insurance Program and am now designating the beneficiary(ies) named above.

Signature of Insured/Assignee (Only the Insured/Assignee may sign. Signatures by guardians, conservators or through a power of attorney are not acceptable.) This form is not valid unless the Insured/Assignee signs in this box.

Date (mm/dd/yyyy)

**08/19/2018**

**D. Witnesses To Signature (A witness is not eligible to receive a payment as a beneficiary.)**

Signature of witness <b>[Signature]</b>	Address (Including ZIP code) <b>USAFWC/JA 4428 England Ave</b>
Signature of witness <b>[Signature]</b>	Address (Including ZIP code) <b>Building 18 Nellis AFB, NV 89191</b>

**E. For Agency Use Only (or OPM, as appropriate)**

Receiving agency	Date of receipt (mm/dd/yyyy) <b>Rec'd OPM-03302018</b>	Signature of authorized official <b>Cancelled</b>	Title
------------------	---	--	-------

LAW OFFICES OF  
**WEBSTER & ASSOCIATES**  
A Professional Corporation

ANITA A. WEBSTER, ESQ.  
Attorney, Mediator &  
Collaborative Law Professional  
anutawebster@combarqmail.com

JEANNE F. LAMBERTSEN, ESQ.  
Attorney  
jlambertsen@combarqmail.com

August 27, 2018

Office of Personnel Management  
Attention: Designation  
P.O. Box 45  
Boyers, PA 16017

---

Re: Grady Edward Byrd  
A84544440

Beneficiary Designation: Caterina Angela Byrd

Dear Office of Personnel Management:

Please find enclosed two Designation of Beneficiary forms signed and dated by Mr. Grady Edward Byrd. One is the "original" and the second is the "copy". Mr. Grady Byrd has asked us to mail these documents to you.

Please send a confirmation copy to our office once the Designation of Beneficiary has been process.

If you have any questions please feel free to call.

---

Very truly yours,



Jeanne F. Lambertsen, Esq.

cc: Caterina Byrd  
S 09-10-18

## **EXHIBIT “6”**



**Jeanne Lambertsen**

---

**From:** Jeanne Lambertsen [jlambertsen@embarqmail.com]  
**Sent:** Tuesday, October 09, 2018 2:26 PM  
**To:** 'cbsmall2006@yahoo.com'  
**Cc:** 'Anita Webster'; 'Lillian Brand'; 'Caterina Byrd'  
**Subject:** FW: Byrd re: Office of Personnel Management  
**Attachments:** OPM re response 8.27.18.. 9.11.18.PDF; FEGLI Benef form 8.19.18.pdf

Dear Mr. Byrd,

We have not received the attached "original" signature forms from you. A month has passed since we sent our request. Please be advised that we wish to avoid the necessity of seeking the court's assistance, but need your response.

Please respond today.

This e-mail is being sent pursuant to EDCR 5.501

Very Truly Yours,

*Jeanne F. Lambertsen, Esq.*

Webster & Associates  
6882 Edna Ave.  
Las Vegas, Nevada 89146  
Office 702-562-2300  
Fax 702-562-2303

This e-mail, including any attachments, is meant only for the intended recipient and may be a confidential communication or a communication privileged by law. If you received this e-mail in error, any review, use, dissemination, distribution, or copying of this e-mail is strictly prohibited. Please notify the sender immediately of the error by return e-mail and please delete this message from your system. Thank you in advance for your cooperation.

---

**From:** Jeanne Lambertsen [mailto:jlambertsen@embarqmail.com]  
**Sent:** Tuesday, September 11, 2018 5:02 PM  
**To:** 'cbsmall2006@yahoo.com'  
**Cc:** 'Lillian Brand'  
**Subject:** Byrd re: Office of Personnel Management

Dear Mr. Byrd,

Please see the attached two sets of documents. One is a letter that we received from the Office of Personnel Management asking for the "original" signed form.

The second document is the form that you can sign and mail back to me and I'll send it and a copy (as they request) to the Office of Personnel Management.

Thank you in advance for working with me.

Very Truly Yours,

*Jeanne F. Lambertsen, Esq.*

Webster & Associates  
6882 Edna Ave.

## **EXHIBIT “7”**

Jeanne Lambertsen

---

From: Caterina Byrd [caterina\_byrd@yahoo.com]  
Sent: Tuesday, September 04, 2018 6:48 PM  
To: cbsmail2006@yahoo.com  
Subject: Various- You probably can figure it out

Edward, I have a couple of questions that I would like you to answer if you're able to:

- 1) Why did you close my checking account?
- 2) Where are the remaining funds for the monthly payment ?
- 3) When will the funds be deposited and where will they be located?
- 4) Why do I continue to receive mail addressed to you at my home?
- 5) Where do you want me to send your mail?
- 6) When will you stop using my home address as yours?
- 7) If I do not hear from you, I will write on the outside of your mail "not at this address "  
and give them back to my postman for him to deal with "officially"
- 8) Have you had your surgeries yet like you told me several months ago?

Hope to from you, Edward!

Sent from my iPad

## **EXHIBIT “8”**



RAS

Main | Exit

Turn On/Off Hard Copy Annual RAS

View other RAS

Go

DEC 03, 2017 ▼

## RETIREE ACCOUNT STATEMENT

STATEMENT  
EFFECTIVE DATE  
DEC 03, 2017NEW PAY DUE AS OF  
DEC 29, 2017SSN  
\*\*\*\*\*0049PLEASE REMEMBER TO NOTIFY DFAS IF YOUR ADDRESS  
CHANGESCSM GRADY B BYRD USA RET  
PUROK 2 CANGMATING  
SIBULAN NEGROS ORIENTAL  
DUMAQUETE  
PHILIPPINES

## DFAS-CL POINTS OF CONTACT

Defense Finance and Accounting Service  
US Military Retirement Pay  
8899 E 56TH Street  
Indianapolis, IN 46249-1200COMMERCIAL (216) 522-5955  
TOLL FREE 1-800-321-1080  
TOLL FREE FAX 1-800-469-6559myPay  
<https://myPay.dfas.mil>

## PAY ITEM DESCRIPTION

ITEM	OLD	NEW	ITEM	OLD	NEW
GROSS PAY	.00	3,272.00	NET PAY	.00	.00
VA WAIVER	.00	3,139.67			
SBP COSTS	.00	213.39			

## PAYMENT ADDRESS

DIRECT DEPOSIT  
ROUTING NUMBER - ~~025000024~~  
ACCT NUMBER ENDING IN - ~~0250~~

## YEAR TO DATE SUMMARY (FOR INFORMATION ONLY)

## TAXES

FEDERAL WITHHOLDING STATUS:  
TOTAL EXEMPTIONS:  
MARRIED  
02

## SURVIVOR BENEFIT PLAN (SBP) COVERAGE

SBP COVERAGE TYPE: SPOUSE ONLY ANNUITY BASE AMOUNT:  
SPOUSE ONLY COST: 213.39 SPOUSE DOB:3,282.87  
JUL 24, 1963

THE ANNUITY PAYABLE IS 55% OF YOUR ANNUITY BASE AMOUNT WHICH IS 1,805.58

AA061

## **EXHIBIT “9”**

## FERS INFORMATION

Congress created the Federal Employees Retirement System (FERS) in 1986, and it became effective on January 1, 1987. Since that time, new Federal civilian employees who have retirement coverage are covered by FERS.

FERS is a retirement plan that provides benefits from three different sources: a Basic Benefit Plan, Social Security and the Thrift Savings Plan (TSP). Two of the three parts of FERS (Social Security and the TSP) can go with you to your next job if you leave the Federal Government before retirement. The Basic Benefit and Social Security parts of FERS require you to pay your share each pay period. Your agency withholds the cost of the Basic Benefit and Social Security from your pay as payroll deductions. Your agency pays its part too. Then, after you retire, you receive annuity payments each month for the rest of your life.

The TSP part of FERS is an account that your agency automatically sets up for you. Each pay period your agency deposits into your account amount equal to 1% of the basic pay you earn for the pay period. You can also make your own contributions to your TSP account and your agency will also make a matching contribution. These contributions are tax-deferred. The Thrift Savings Plan is administered by the Federal Retirement Thrift Investment Board.

For more information about TSP, [see their website](#). See the [SSA website](#) for more information about the Social Security portion of your retirement benefit. This website covers the Federal Employees Retirement System. Through the menu links on the left, you can find information about the following FERS retirement topics:

- [Eligibility](#) – The main eligibility requirements for the common types of retirements.
- [Computation](#) – How your retirement annuity is computed.
- [Creditable Service](#) – Rules showing the civilian and military service that can be used to compute your FERS retirement benefits.
- [Planning and Applying](#) – It's never too early to start planning for retirement in order to ensure it goes smoothly. Here you will find information to help ensure your retirement starts well.
- [Early Retirement](#) – Explanation of the minimum retirement age and early retirement if your agency undergoes a "reduction in force" or you are involuntarily separated other than for cause.
- [Types of Retirement](#) – Learn about the age, service requirements and considerations affecting the various types of retirement.
- [Deferred](#) – If you are a former Federal employee who was covered by the Federal Employees Retirement System (FERS), you may be eligible for a deferred annuity at age 62 or the Minimum Retirement Age (MRA).
- [Survivors](#) – When a Federal employee dies, monthly or lump sum benefits may be payable to survivors. Learn about these Survivor benefits [here](#).
- [Military Retired Pay](#) – Adding military service to your civilian service
- [Service Credit](#) – Payment to increase your annuity for civilian service when no CSRS retirement deductions were withheld or were refunded or for military service after 1956.
- [Former Employees](#) – Options if you leave your Government job before becoming eligible for retirement.

*Steven D. Grierson*

1 ERR  
2 **WEBSTER & ASSOCIATES**  
3 ANITA A. WEBSTER, ESQ.  
4 Nevada Bar No. 1221  
5 JEANNE F. LAMBERTSEN, ESQ.  
6 Nevada Bar No. 9460  
7 6882 Edna Ave.  
8 Las Vegas, Nevada 89146  
9 Tel No: (702) 562-2300  
10 Fax No: (702) 562-2303  
11 e-mail: [anitawebster@embarqmail.com](mailto:anitawebster@embarqmail.com)  
12 e-mail: [jlambertsen@embarqmail.com](mailto:jlambertsen@embarqmail.com)  
13 Attorney for Plaintiff

9 DISTRICT COURT

10 CLARK COUNTY, NEVADA

12 CATERINA ANGELA BYRD

13 Plaintiff,

14 v.

15 GRADY EDWARD BYRD

16 Defendant.

CASE NO.: D-18-577701-Z  
DEPT NO.: G

Plaintiff's Errata to Motion to  
Enforce the Decree of Divorce,  
For An Order to Show Cause, To  
Divide a Newly Discovered Asset,  
To Execute QDROs, and for  
Attorney's Fees and Costs

17  
18 Plaintiff, CATERINA ANGELA BYRD ("Caterina"), respectfully notifies the  
19 Court and all parties of an error in Caterina's Motion to Enforce the Decree of  
20 Divorce, For An Order to Show Cause, To Divide a Newly Discovered Asset, To  
21 Execute QDROs, and for Attorney's Fees and Costs filed on October 16, 2018  
22 and served on October 17, 2018.

23 Dated: October 29<sup>th</sup>, 2018.

25 **WEBSTER & ASSOCIATES**

26 *Jeanne F. Lambertsen*  
27 JEANNE F. LAMBERTSEN, ESQ.  
28 Attorneys for Plaintiff



1       Caterina did not receive \$1,000.00 from Grady in September 2018 as  
2       stated in the Motion to Enforce filed on October 16, 2018. She received no  
3       money at all

4       On page 7, line 18 to page 8 line 6, Caterina's Motion correctly describes  
5       Grady's failure to deposit the \$3,000.00 into the parties joint bank account.  
6       Caterina relies on these funds. This money is the \$1,500.00 as ordered in the  
7       decree of divorce for assistance, plus an additional \$1,500 which Grady never  
8       clearly explained.

9       Caterina's motion incorrectly states that she received \$1,000.00 from Grady  
10       on September 4, 2018. Grady withdrew the money before Caterina could collect  
11       it as described in Caterina's declaration:

12       **Declaration of Caterina Byrd in Support of her Errata to her Notice of**  
13       **Motion and Motion to Enforce the Decree of Divorce, For An Order to**  
14       **Show Cause, To Divide a Newly Discovered Asset, To Execute QDROs,**  
15       **and for Attorney's Fees and Costs**

16       I, Caterina Byrd, state the following under penalty of perjury in the state of  
17       Nevada.

18       1. On September 4, 2018 I called Vystar Bank and requested the \$1,000  
19       from our joint savings account, which Grady deposited into there from the joint  
20       checking account.

21       2. I assumed this was a partial payment of the monthly \$3,000.00 that he  
22       normally sends me.

23       3. On September 4, 2018, I requested that Vystar issue a \$1,000.00 check  
24       to my home address in Las Vegas. Vystar made a mistake and sent the check to  
25       Grady's address in the Philippines.

1 4. I checked with Vystar about 10 days later, on September 14, 2018, and  
2 was informed that the \$1,000.00 check had been sent to Grady's address in the  
3 Philippines.

4 5. Since Vystar realized that they had mistakenly sent the \$1,000.00 check  
5 to the wrong address, they sent me a form to sign and have notarized to void that  
6 check. They assured me that a new check for \$1,000.00 was being mailed out to  
7 me.  
8

9 6. On October 25, 2018 I called Vystar and was informed that the second  
10 check was not mailed to me as they had promised, but rather was deposited back  
11 into the joint savings account that it had been in before. And that Grady had  
12 withdrawn the entire \$1,000 on October 18, 2018.  
13

14 7. At the time of preparing my Motion to Enforce and the Schedule of  
15 Arrears, I mistakenly believed that I would receive the \$1,000.00. I did not receive  
16 any payment at all for the months of September 2018 or October 2018.  
17

18 8. I believe this is another maneuver by Grady to try to intimidate me and  
19 cause me financial stress. I am asking the court to hold him responsible for his  
20 actions, that he be ordered to pay the entire \$3,000 for September, the \$3,000  
21 for October, plus interest and attorney fees and costs. I am struggling to pay my  
22 bills.  
23

24   
25 CATERINA BYRD  
26  
27  
28

**CONCLUSION**

Caterina is renewing her request for the following relief:

1. That Grady be found in Contempt for Failing to pay Caterina \$1,500 in assistance since September 1, 2018; that Grady be subject to sanctions of \$500 per event, and attorney's fees;
2. That Grady be ordered to pay Caterina the assistance arrears;
3. That Grady immediately execute the U.S. Army QDRO (QMCO) so that Caterina can receive the benefits directly from the U.S. Army (DFAS) and not from Grady;
4. That Grady immediately provide proof of the dollar amount of his U.S. Army Retirement plan payments to determine the dollar amount that Caterina should have been receiving;
5. That Grady immediately obtain and pay for a life insurance plan in the dollar amount of Caterina's lost survivor benefit plan, and that if he fails to do so that he be found in contempt;
6. That Grady immediately sign and mail the original signature form for the FEGLI Beneficiary Designation to Caterina's counsel. If he fails to do so, that he be found in contempt;
7. For any other relief that is just and equitable under the premises; and
8. That Caterina be awarded her Attorney's fees and costs.

Dated: October 29<sup>th</sup>, 2018

**WEBSTER & ASSOCIATES**

  
JEANNE F. LAMBERTSEN, ESQ.  
Attorneys for Plaintiff

Certificate of Service

Pursuant to NRCP 5(b), I certify that I am employed in the Law Offices of WEBSTER & ASSOCIATES, and that on this 29th day of October, 2018, I caused the above and foregoing to be served as follows:

[X] pursuant to EDCR 8.05(a), EDCR 8.05(f) NRCP (b)(2)(D) and Administrative Order 14-2 Captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court." by mandatory electronic service through the Eighth Judicial District Court's electronic filing system; and

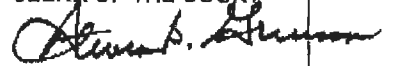
[X] by placing the same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

To the Defendant listed below at the address, email address, and/or facsimile number indicated:

GSM Grady E. Byrd USA Ret  
Purok 2 Cangmating  
Sibulan Negros Oriental  
Dumaguete Philippines 6201

E-mail: cbsmail2006@yahoo.com

William Brand  
An employee of Webster & Associates



1 **ORDR**

2  
3 **DISTRICT COURT**  
4 **CLARK COUNTY, NEVADA**

5 IN THE MATTER OF THE JOINT  
6 PETITION FOR DIVORCE OF:  
7 CATERINA BYRD AND GRADY E  
BYRD

Case No.: D-18-577701-Z  
Department G

8 **ORDER STRIKING EXHIBITS**

9  
10 It is hereby Ordered that the following are **HEREBY STRICKEN FROM**  
11 **THE RECORD:**

12 Exhibits, filed on October 16, 2018, pages 1 through 29.

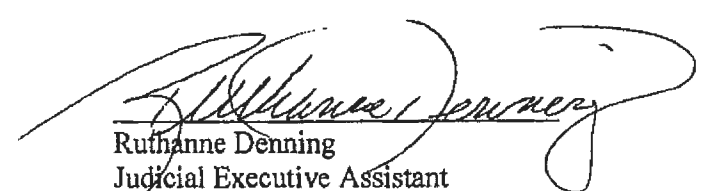
13 DATED 13th day of November, 2018

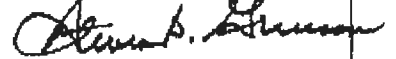
14   
15 **HONORABLE CYNTHIA/DIANNE STEEL**

16  
17 **CERTIFICATE OF SERVICE**

18 I hereby certify that on the above file stamp date ☐ I placed a copy of the foregoing  
19 Order Striking Exhibits in the appropriate attorney folder located in the Clerk of the  
Court's Office or ☒ mailed, via first-class mail, postage fully prepaid, to:

20 Anita A Webster  
21 6882 Edna AVE  
22 Las Vegas, NV 89146

23  
24   
25 **Ruthanne Denning**  
26 **Judicial Executive Assistant**  
27 **Department G**  
28



1 **OPPC**  
2 **WEBSTER & ASSOCIATES**  
3 ANITA A. WEBSTER, ESQ.  
4 Nevada Bar No. 1221  
5 JEANNE F. LAMBERTSEN, ESQ.  
6 Nevada Bar No. 9460  
7 6882 Edna Ave.  
8 Las Vegas, Nevada 89146  
9 Tel No: (702) 562-2300  
10 Fax No: (702) 562-2303  
11 e-mail: [anitawebster@embarqmail.com](mailto:anitawebster@embarqmail.com)  
12 e-mail: [jlambertsen@embarqmail.com](mailto:jlambertsen@embarqmail.com)  
13 Attorney for Plaintiff, Unbundled

14 DISTRICT COURT  
15 CLARK COUNTY, NEVADA

16 CATERINA ANGELA BYRD

17 Plaintiff,

18 v.

19 GRADY EDWARD BYRD

20 Defendant.

21 CASE NO.: D-18-577701-Z  
22 DEPT NO.: G

23 Oral Argument Requested: Yes

24 **Plaintiff's Opposition to Defendant's Ex Parte Motion For A Continuance**  
25 **of Plaintiff's Motion to Enforce the Decree of Divorce, For An Order to**  
26 **Show Cause, to Divide a Newly Discovered Asset, to Execute QDROs,**  
27 **and for Attorney's Fees and Costs**  
28 **and**  
29 **Countermotion For Attorney Fees and Costs**

30 COMES NOW Plaintiff, CATERINA ANGELA BYRD, by and through her  
31 attorneys, ANITA A. WEBSTER, ESQ., and JEANNE F. LAMBERTSEN, ESQ.,  
32 of the law offices of WEBSTER & ASSOCIATES, in an Unbundled Capacity,  
33 does hereby file her *Opposition to the Defendant's Ex Parte Motion For A*  
34 *Continuance of Plaintiff's Motion to Enforce the Decree of Divorce, For An Order*  
35 *to Show Cause, To Divide a Newly Discovered Asset, To Execute QDROs, and*

1 *for Attorney's Fees and Costs and Countermotion For Attorney Fees and Costs.*

2 This Opposition and Countermotion is made and based upon the pleadings  
3 and papers on file herein, the following Points and Authorities and upon such oral  
4 argument as the Court may allow at the time of the hearing.

5  
6 Dated: December 19<sup>th</sup>, 2018.

7 **WEBSTER & ASSOCIATES**

8  
9  
10 By: 

11 ANITA A. WEBSTER, ESQ.

12 Nevada Bar No. 1221

13 JEANNE LAMBERTSEN, ESQ.

14 Nevada Bar No. 9460

15 6882 Edna Ave.

16 Las Vegas, Nevada 89146

17 Attorneys for Plaintiff, Unbundled

18 **POINTS AND AUTHORITIES**

19 **Introduction**

20 After 31 years of marriage, on June 5, 2014, the Decree of Divorce was  
21 filed by the Defendant, Grady Byrd (hereinafter "Grady") in Churchill County,  
22 Nevada, despite neither party ever living in Churchill County and their last marital  
23 residence was Clark County, Nevada.

24 About July 16, 2018 Plaintiff, Caterina Byrd (hereinafter "Caterina"),  
25 received an e-mail from Grady notifying her that he was coming to Las Vegas to  
26 get medical care at the VA hospital. He told Caterina to add him to her  
27 automobile insurance policy so that he could avoid paying \$28.00 per day for  
28 rental car insurance. Caterina had two reactions to this email. First, she contacted

1 her automobile insurance agent about Grady's request. On July 24, 2018, she  
2 e-mailed Grady that he cannot be added to her insurance because he is not a  
3 member of her household. She also asked for his address because he was  
4 receiving mail addressed to him at her home. Caterina's second reaction to  
5 Grady's e-mail was that she grew concerned that Grady's health may be in  
6 jeopardy, and that she did not have any documents related to his retirement plan  
7 benefits, survivor benefits or life insurance. Her concern grew worse when Grady  
8 informed her on July 24, 2018 that he did not have an address and to just hold  
9 his mail until he arrived in Las Vegas. He did not pick up his mail.  
10

11  
12 On August 7, 2018, the undersigned counsel e-mailed Grady asking for  
13 documents. Grady did not respond. Fearing that she may lose the assets  
14 awarded to her in the Decree of Divorce, Caterina sought the court's assistance.  
15

16 Grady wrongly claims that Caterina had "more than 4 years to prepare for  
17 this case." See Grady's Ex Parte Motion, filed December 13, 2018, pg. 2. She  
18 first discovered the problems with the Decree of Divorce about August 2018. This  
19 was only 2 months before she filed her Motion seeking the court's assistance.  
20

21 When Grady failed to agree to stipulate to change the venue to Clark  
22 County, Caterina had no choice but to pay fees, file documents, and notify Grady  
23 of her request to change the venue to Clark County, Nevada. Her request was  
24 granted and an order was issued. Caterina then had to pay filing fees to Clark  
25 County Nevada.

26 When Grady continued to refuse to cooperate and provide documents  
27 supporting the assets that were awarded to Caterina in the Decree of Divorce, on  
28



1 October 16, 2018, Caterina filed her Notice of Motion and Motion to Enforce the  
2 Decree of Divorce, for An Order to Show Cause, to Divide a Newly Discovered  
3 Asset, to Execute QDROs, and for Attorney's Fees and Costs. The hearing was  
4 set for November 27, 2018. Grady was duly served, but never filed a response.  
5 Grady wrongfully claims that "I am being given days to respond." See Grady's Ex  
6 Parte Motion, filed December 13, 2018, pg. 2. He retaliated against Caterina. On  
7 September 1, 2018, Grady cut off the \$1,500 assistance he pays her for the  
8 house mortgage and cut off another \$1,500 he pays Caterina, which she believes  
9 is part of her interest in his military pension. As a result of the loss of her only  
10 income, Caterina is suffering financial hardship. Grady wrongfully claims "I have  
11 no doubt I will prevail because I have kept records that will prove my defense."  
12 Id. This is false. For example, Grady has no records proving that he paid Caterina  
13 \$3,000 per month from September 1, 2018, to the present date. Caterina, on the  
14 other hand, filed a Schedule of Arrears on October 29, 2018, and an updated  
15 Schedule of Arrears on December 17, 2018. Grady's records will also support  
16 Caterina's claims that Grady closed the bank account that he was using to  
17 deposit the \$3,000 per month for Caterina.  
18

19 **On November 16, 2018, Grady filed his first Request for Continuance.**  
20  
21 He still did not file his response to Caterina's Motion. At the November 27, 2018,  
22 hearing, Caterina objected to Grady's request for a continuance. She is suffering  
23 financially. Over Caterina's objection, Grady's request for a continuance was  
24 granted. He was ordered to provide documents that he listed in his November 16,  
25 2018, response and listed on page 2 of the Decree of Divorce, lines 21 - 28. The  
26  
27  
28

1 hearing was continued until December 18, 2018. On December 3, 2018, the  
2 undersigned counsel e-mailed Grady the list of documents that he needs to  
3 provide for the December 18, 2018 hearing. On December 7, 2018, Grady asked  
4 for an agreement to another continuance. Grady was informed that Caterina is  
5 unable to continue the hearing for multiple reasons, including the fact that Grady  
6 has had ample notice of Caterina's Motion filed on October 16, 2018, that Grady  
7 will be in town anyway on December 18, 2018 as referenced in the document that  
8 he filed on November 16, 2018, and that Caterina is suffering financial hardship;  
9 borrowing money from friends and family to pay the house mortgage and living  
10 expenses because he has not paid her the \$3,000.00 per month since September  
11 1, 2018.  
12

13  
14 Grady claims that "I spent thousands of dollars returning to and residing in  
15 Las Vegas to defend against these accusations" See Grady's Ex Parte Motion,  
16 filed December 13, 2018, pg. 2. This claim is false. The document that he filed  
17 on November 16, 2018 informs the court that he is traveling to Las Vegas "no  
18 later than the first week of December 2018" for "follow up appointment 4  
19 December 2018 and another medical condition follow up appointment on 19  
20 December 2018". The Court specifically chose December 18, 2018 for the return  
21 hearing to coincide with Grady's *already existing* trip to Las Vegas. His return to  
22 Las Vegas was not motivated or precipitated by this instant proceeding, rather,  
23 it was to get his free medical care in the U.S. that he would otherwise pay for in  
24 the Philippines. Additionally, Grady has availed himself of the Family Court Self  
25 Help Center for which there are no legal fees charged. Further, Grady filed a  
26  
27  
28



1 monthly income. Instead, he uses delay tactics, designed to hurt Caterina by  
2 delaying her day in court, by writing letters to the sources of his income asking  
3 for his statements. Caterina is suffering financially and needs the Court's  
4 assistance.

6 **Problems with the Assets Grady gave Caterina in the Divorce Decree**

7 In 2014, Grady e-mailed Caterina the divorce documents, instructed her  
8 to sign them and if she did not sign them, he wouldn't give her a dime. If she got  
9 a lawyer, he would disappear and said "good luck finding me." He resided in the  
10 Philippines. Believing that she had no choice but to comply with Grady, she  
11 signed the divorce documents.

13 Grady paid Caterina \$3,000 each month until September 1, 2018. On this  
14 day, he ceased paying her and closed the bank account that the funds were  
15 deposited into. Grady did this in retaliation for Caterina asking Grady to please  
16 provide copies of documents supporting each of the assets that he awarded to  
17 her in the Decree of Divorce. She asked him for copies of these documents about  
18 after July 2018. This was when he notified her that he was coming to town to get  
19 medical care at the Veterans Administration Hospital in Las Vegas. Caterina  
20 realized that should something happen to Grady, she had no paperwork  
21 describing each of the assets that he gave her in the decree.

23 The Decree of Divorce includes the following (on page 2, lines 21-28 and  
24 page 3, lines 1-2). Problems arouse with each and every asset Grady listed for  
25 Caterina and he must compensate her for each loss:

- 27 1. "Caterina A. Byrd is entitled to 50% of Grady E. Byrd's United States  
28

1 Army Retired Pay as long as he lives." On September 1, 2018, Grady stopped  
2 paying Caterina \$1,500.00 (which was never explained to her and she believes  
3 is for her interest in his U.S. Army pension, but not sure) and Grady refused to  
4 sign the QDRO allowing Caterina to receive her funds directly from Defense  
5 Accounting and Finance Service. Since September 1, 2018, Caterina has  
6 borrowed money from friends and family to pay her mortgage. She believes that  
7 Grady is trying to cause Caterina to lose her house.

9 2. "Caterina A. Byrd is entitled to United States Army Survivor Benefit Plan  
10 payments after Grady E. Byrd's death". Grady never sent a copy of the Decree  
11 of Divorce to the Defense Accounting and Finance Service. On August 20, 2018,  
12 Grady sent Caterina an internet page about the Defense Finance and Accounting  
13 Service (DFAS) and about former spouse survivor benefit coverage. Caterina  
14 sent the decree of divorce to DFAS and her spouse survivor benefits were  
15 rejected since more than a year had passed since the filing of the Decree of  
16 Divorce. Grady needs to compensate Caterina through a life insurance plan.

19 3. *Caterina A. Byrd is entitled to Office of Personnel Management death*  
20 *benefits, United States Retired Military Health Care, Long Term Health Insurance,*  
21 *VYSTAR Credit Union Accidental Death Insurance, and Veteran's Group Life*  
22 *Insurance after Grady E. Byrd's death.* Each of the entitlements is described  
23 below and the outcome:

25 A. Office of Personnel Management death benefits. The OPM will not  
26 communicate with Caterina. As a result, she turned to Grady for copies of the  
27 documents verifying that she is receiving the OPM death benefits. Grady refused  
28

1 to provide Caterina the document(s). Instead, he sent her copies of a form he  
2 signed to request the documents. Caterina sent the copied request form to the  
3 OPM. It was rejected. The instructions state to send the original signature form.  
4 Grady gave Caterina copies. To correct the problem, instead of sending the  
5 original signature form to the OPM himself, he once again sent the form to  
6 Caterina, who had to send it to the OPM. This was another delay tactic, a means  
7 of harassing Caterina, and adding stress and unnecessary expenses to her  
8 already destroyed financial condition. Grady has not informed Caterina of the  
9 status of the request form. Grady has not provided Caterina copies of the  
10 documents verifying that she is receiving the OPM death benefits.  
11

12  
13 B. United States Retired Military Health Care: About July 2016,  
14 Caterina went to the military base to renew her health card. She learned that she  
15 was no longer eligible, and had to obtain health insurance on her own at her own  
16 cost. Currently, it is \$71.80 per month and is subject to annual change.  
17 Meanwhile, Caterina started getting health care bills. She received \$9,254.50 in  
18 bills for hospitalization, ambulance and doctor care that the U. S. Military refused  
19 to cover. She paid \$2,750.50 and has not been able to pay the rest.  
20

21 C. Long Term Health Insurance: The parties paid on this policy,  
22 Federal Long Term Care Insurance Program, for years. Grady acquired the policy  
23 when Caterina was 38 years old and she is relying on it. However, Grady is  
24 refusing to pay the monthly payment. The payment went up to \$200 per month.  
25 Caterina cannot afford the \$200 monthly payment so Caterina reduced her  
26 benefit/services so that she could lower the premium to \$128.01 per month.  
27  
28

1 However, Caterina cannot even afford the \$128.01 per month. Grady should  
2 reimburse Caterina \$128.01 per month so that she can continue the Federal Long  
3 Term Care Insurance Program.

4  
5 D. VYSTAR Credit Union Accidental Death Insurance: She learned  
6 that the VYSTAR credit Union Accidental Death Insurance lapsed for non  
7 payment and was terminated. Grady should provide a comparable insurance.

8 E. Veteran's Group Life Insurance: Federal Employees' Group Life  
9 Insurance (FEGLI) coverage. Caterina asked Grady to provide her a copy of the  
10 policy, confirm that he is making payments on the policy (if required) and confirm  
11 that the policy has Caterina's mailing address and telephone number. Instead of  
12 providing this information, Grady sent beneficiary forms to the undersigned  
13 counsel who then forwarded them to the Office of Personnel Management. No  
14 response has been received, so this issue is not resolved.

15  
16 4. Grady E. Byrd will continue to pay Caterina A. Byrd \$1,500 dollars extra  
17 a month to assist with her home mortgage. If her financial situation changes or  
18 if the home is sold, or paid off, this payment may cease. This is not an alimony  
19 payment and is not required. Grady suddenly ceased making this \$1,500 payment  
20 to Caterina on September 1, 2018. She has filed Schedule of Arrears listing the  
21 amount owed. Caterina has had to borrow money from friends and family to pay  
22 the mortgage and fears that Grady is trying to cause her to lose the house. The  
23 home is not sold, is not paid off and Caterina's financial situation has been made  
24 worse by the loss of these funds. Caterina definitely needs this money.

25  
26 **Caterina is suffering emotionally, physically and financially because of**  
27  
28

1 **Grady**

2 Caterina has trouble sleeping at night and is physically fatigued and anxious  
3 because of Grady's refusal to comply with the decree of divorce and refusal to  
4 provide her proof of each asset awarded to her in the decree of divorce. Further,  
5 Grady is destroying Caterina's financial condition by not providing the \$3,000.00  
6 per month that she relies on to live. Additionally, she has to pay for health  
7 insurance, pay for unreimbursed health expenses, and pay for long term health  
8 care insurance that were not anticipated.  
9

10 Grady, on the other hand, receives low cost or free medical care at the  
11 Veterans Hospital, bought a new car, opened new credit cards and he remarried.  
12 About July 2018, mail started coming to Caterina's house addressed to Grady:  
13 DMV with a Nevada Drivers License, a Findlay Chevrolet "congratulations" on  
14 your new 2018 Chevrolet Cruze, a letter from First Internet Bank, Visa card, and  
15 his new wife's U.S. Military Health Care insurance. Caterina, who was married to  
16 Grady for 31 years, does not receive the health care insurance as promised in the  
17 Decree, yet his new wife does. Caterina must be compensated for these assets  
18 awarded, but not provided.  
19  
20

21 **Assets Grady Omitted from the Divorce Decree**

22 Grady refuses to respond to Caterina's inquiries about the possibility that  
23 a U. S. Department of Defense pension or retirement plan exists. This asset  
24 needs to be explored and divided. Grady lists such an asset, Federal Employees  
25 Retirement, on the document that he filed on November 16, 2018.  
26

27 **Grady has had ample time to respond to Caterina's Motion filed October 16,**  
28



1 **2018.**

2 Grady was served Caterina's Motion on October 17, 2018 via U.S. Mail and  
3 E-mail. The deadline for his response was Monday, November 5, 2018. He failed  
4 to file any response by November 5, 2018.  
5

6 Grady claims that he needs time to save enough money to obtain legal  
7 representation See pg. 2 of his Ex Parte Motion. His claim is not genuine. He has  
8 not filed a Financial Disclosure Form describing his financial status, he lists  
9 multiple sources of income on his November 16, 2018 letter to the court, his  
10 estimated gross income may be more than \$12,000 per month, Grady has had  
11 the benefit of the \$3,000.00 per month since September 1, 2018 that he's  
12 deprived Caterina of, Grady receives low cost or free medical care at the  
13 Veterans Hospital and other health care providers, Grady bought a new car, and  
14 opened new credit cards. About July 2018, mail started coming to Caterina's  
15 house addressed to Grady: DMV with a Nevada Drivers License, a Findlay  
16 Chevrolet "congratulations" on your new 2018 Chevrolet Cruze, a letter from First  
17 Internet Bank, Visa card and mail for his new wife's U.S. Military Health Care  
18 insurance arrived too. Caterina has not had the benefit of the assets awarded to  
19 her in the decree of divorce such as the health insurance, long term health  
20 insurance or the \$3,000 per month Grady was sending her.  
21  
22

23 **COUNTERMOTION**

24  
25 Caterina is struggling to make the house payment and pay other bills. She  
26 is in financial and emotional distress. Grady is bullying, controlling, and harassing  
27 Caterina and in contempt of court for suddenly ceasing to comply with the court  
28

1 orders since September 1, 2018. He owes Caterina more than \$6,000.00 in  
2 support and \$6,000.00 in pension funds. His refusal to pay has forced Caterina  
3 to borrow money from friends, take on a roommate, and borrow from family to pay  
4 her bills. Grady is putting Caterina at risk of losing her house. She desperately  
5 needs the Court's assistance. Grady's second request to continue the Motion  
6 hearing should not be granted, or alternatively, the time shortened on the  
7 February 5, 2019, hearing. An Ex Parte Application for a Order Shortening Time  
8 will be provided. Further, Caterina should be awarded attorney fees and costs.

9  
10 **Caterina is Entitled to An Award Attorney's Fees**

11  
12 Caterina and her counsel have tried repeatedly to resolve the issues  
13 referenced herein without the assistance of the court, but to no avail. Grady's  
14 secrecy, delays, and failure to cooperate has caused Caterina to incur attorney's  
15 fees. Further, Grady is in Contempt of Court for failing to pay Caterina the  
16 \$1,500.00 each month in assistance since September 1, 2018, as ordered in the  
17 Divorce Decree. He also will not sign the QDRO so that Caterina can receive her  
18 portion of the U.S. Army pension, yet Grady is refusing to pay the \$1,500.00 that  
19 he had been giving Caterina for what she believes is her interest in his Army  
20 pension. Grady is also refusing to communicate directly with the Federal Office  
21 of Personnel Management for proof that Caterina is indeed the beneficiary of his  
22 death benefits. He is causing delays, harassment and increased attorney fees  
23 by making Caterina send the documents to the Federal Office of Personnel  
24 Management.  
25  
26

27 NRS 125.040:

28 1. In any suit for divorce the court may, in its discretion, upon application

1 by either party and notice to the other party, require either party to pay  
2 moneys necessary to assist the other party in accomplishing one or more  
3 of the following:

- 4 (a) To provide temporary maintenance for the other party;  
5 (b) To provide temporary support for children of the parties; or  
6 (c) To enable the other party to carry on or defend such suit.

7 2. The court may make any order affecting property of the parties, or either  
8 of them, which it may deem necessary or desirable to accomplish the  
9 purposes of this section. Such orders shall be made by the court only after  
10 taking into consideration the financial situation of each of the parties.

11 NRS 18.010(2):

- 12 (a) When the prevailing party has not recovered more than \$20,000; or  
13 (b) Without regard to the recovery sought, when the court finds that the  
14 claim, counterclaim, cross-claim or third-party complaint or defense of the  
15 opposing party was brought or maintained without reasonable ground or to  
16 harass the prevailing party. The court shall liberally construe the provisions  
17 of this paragraph in favor of awarding attorney's fees in all appropriate  
18 situations. It is the intent of the Legislature that the court award attorney's  
19 fees pursuant to this paragraph and impose sanctions pursuant to Rule 11  
20 of the Nevada Rules of Civil Procedure in all appropriate situations to  
21 punish for and deter frivolous or vexatious claims and defenses because  
22 such claims and defenses overburden limited judicial resources, hinder the  
23 timely resolution of meritorious claims and increase the costs of engaging  
24 in business and providing professional services to the public.

25 NRS 7.085 Payment of additional costs, expenses and attorney's fees by  
26 attorney who files, maintains or defends certain civil actions or extends civil  
27 actions in certain circumstances.

28 1. If a court finds that an attorney has:

- (a) Filed, maintained or defended a civil action or proceeding in any court  
in this State and such action or defense is not well-grounded in fact or is not  
warranted by existing law or by an argument for changing the existing law  
that is made in good faith; or  
(b) Unreasonably and vexatiously extended a civil action or proceeding  
before any court in this State, the court shall require the attorney personally  
to pay the additional costs, expenses and attorney's fees reasonably  
incurred because of such conduct.

2. The court shall liberally construe the provisions of this section in favor  
of awarding costs, expenses and attorney's fees in all appropriate  
situations. It is the intent of the Legislature that the court award costs,  
expenses and attorney's fees pursuant to this section and impose sanctions  
pursuant to Rule 11 of the Nevada Rules of Civil Procedure in all  
appropriate situations to punish for and deter frivolous or vexatious claims  
and defenses because such claims and defenses overburden limited

1 judicial resources, hinder the timely resolution of meritorious claims and  
2 increase the costs of engaging in business and providing professional  
3 services to the public.

4 NRS 22.100 Penalty for contempt.

5 1. Upon the answer and evidence taken, the court  
6 or judge or jury, as the case may be, shall determine  
7 whether the person proceeded against is guilty of the  
8 contempt charged.

9 2. Except as otherwise provided in NRS 22.110, if  
10 a person is found guilty of contempt, a fine may be  
11 imposed on the person not exceeding \$500 or the person  
12 may be imprisoned not exceeding 25 days, or both.

13 3. In addition to the penalties provided in  
14 subsection 2, if a person is found guilty of contempt  
15 pursuant to subsection 3 of NRS 22.010, the court may  
16 require the person to pay to the party seeking to enforce  
17 the writ, order, rule or process the reasonable expenses,  
18 including, without limitation, attorney's fees, incurred by  
19 the party as a result of the contempt.

20 Sargeant v. Sargeant, 88 Nev. 223, 227, 495 P.2d 618, 621 (1972). Equal  
21 footing so don't have to liquidate savings. The Nevada Supreme Court held that  
22 the district court did not abuse its discretion in awarding approximately  
23 \$50,000.00 in attorney fees to the wife in a divorce proceeding. The Court noted  
24 that without the district court's assistance, the wife would have been required to  
25 liquidate her savings and jeopardize her financial future in order to meet her  
26 adversary in court on an equal basis.

27 In Griffith v. Gonzales-Alpizar, 132 Nev. Adv. Op. 38 (May 26, 2016) the  
28 Appellate Court held that: Pursuant to NRS 125.040 the court can award  
attorney's fees from the start of the action through the appeal.

Wright v. Osburn, 114 Nev. 1367, 970 P.2d 1071 (1998). Disparity in

1 income is a factor to be considered in awarding attorney fees.

2       Hornwood v. Smith Food King, attorney fees to prevailing party if succeed  
3 on a significant number of issues. This court has held that "[a] plaintiff may be  
4 considered the prevailing party for attorney's fee purposes if it succeeds on any  
5 significant issue in litigation which achieves some of the benefit is sought in  
6 bringing the suit." Hornwood v. Smith's Food King, 105 Nev. 188, 192, 772 P.2d  
7 1284 (1989) (quoting Women's Federal S & L Ass'n. v. Nevada Nat. Bank, 623  
8 F.Supp. 469, 470 (D.Nev.1985).

9  
10       Awards of attorney fees are within the sound discretion of the Court. See  
11 Love v. Love, 959 P.2d 523, 114 Nev. 572 (1998), Fletcher v. Fletcher, 89 Nev.  
12 540, 542-43, 516 P.2d. 103,104 (1973), Leeming v. Leeming, 87 Nev. 530, 532,  
13 490 P.2d 342, 343 (1971), and Halbrook v. Halbrook, 114, Nev. 1455, 971 P.2d  
14 1262 (1998) .

15  
16       Pursuant to Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345 (1969), the  
17 Court should take into consideration the following factors when determining an  
18 award of attorney's fees. (1) The qualities of the advocate(s): Ms. Webster has  
19 been practicing law for 32 years and Ms. Lambertsen has been practicing law for  
20 13 years; the law firm's practice is dedicated to family law. (2) The character and  
21 difficulty of the work performed: The intricacy, importance, time and skill required  
22 to prepare this Opposition and Countermotion is moderate. (3) The work actually  
23 performed by the attorneys and legal assistants: Approximately 5 hours were  
24 spent by counsel and legal assistants in fees (4) The result obtained is unknown  
25 but the Opposition and Countermotion demonstrates Grady's lack of cooperation  
26  
27  
28

1 and continuing control of Caterina.

2 **CONCLUSION**

3 Caterina is seeking the following relief:

- 4 1. That Caterina's relief requested in her Motion filed on October 16, 2018, be  
5 granted, which includes the following:
- 6 a. Grady be found in Contempt for Failing to pay Caterina \$1,500 in  
7 assistance since September 1, 2018; that Grady be subject to  
8 sanctions of \$500 per event, and attorney's fees;
  - 9 b. That Grady be ordered to pay Caterina the assistance arrears;
  - 10 c. That Grady immediately execute the U.S. Army QDRO (QMCO) so  
11 that Caterina can receive the benefits directly from the U.S. Army  
12 (DFAS) and not from Grady;
  - 13 d. That Grady immediately provide proof of the dollar amount of his U.S.  
14 Army Retirement plan payments to determine the dollar amount that  
15 Caterina should have been receiving;
  - 16 e. That Grady immediately obtain and pay for a life insurance plan in the  
17 dollar amount of Caterina's lost U.S. Army retirement survivor benefit  
18 plan, and that if he fails to do so, that he be found in contempt;
  - 19 f. That Grady provide proof that Caterina will receive the Office of  
20 Personnel Management death benefits;
  - 21 g. Grady should reimburse Caterina \$9,254.50 for unpaid health care  
22 bills;
  - 23 h. Grady should reimburse Caterina the cost of her health insurance  
24  
25  
26  
27  
28

premium which is \$71.80 per month. This dollar amount should be adjusted annually for any insurance cost changes;


i. Grady should reimburse Caterina \$128.01 for the monthly cost of her Federal Long Term Care Insurance Program;

2. That Caterina be awarded her Attorney's fees and costs; and

3. For any other relief that is just and equitable under the premises.

Dated: December 19<sup>th</sup>, 2018

**WEBSTER & ASSOCIATES**

  
JEANNE F. LAMBERTSEN, ESQ.  
Attorney for Plaintiff  
Unbundled Capacity

**DECLARATION OF CATERINA BYRD**

1  
2 1. I, Caterina Byrd am the Plaintiff in the above-entitled action.

3  
4 2. I have read the foregoing Opposition and Countermotion, and the factual  
5 averments contained therein are true and correct to the best of my knowledge,  
6 except as to those matters based on information and belief, and as to those  
7 matters, I believe them to be true. Those factual averments contained in the  
8 preceding are incorporated herein as if set forth in full.

9  
10 3. That I had been receiving payments of \$3,000.00 from the Defendant,  
11 Grady Byrd since the filing of the Decree of Divorce on June 5, 2014, and that  
12 these payments ceased September 1, 2018.

13 4. That on September 4, 2018, I learned that the checking account that  
14 Grady Byrd had deposited my monthly payment into was closed. It was a joint  
15 checking account that had been established for 31 years.

16  
17 5. That on September 4, 2018, Grady deposited \$1,000.00 into the joint  
18 savings account and then withdrew the \$1,000.00, and about another \$8.00 that  
19 was remaining in the account, then closed the checking account. I never received  
20 the \$1,000.00 that Grady deposited into the account. He removed it.

21 6. That my e-mail to him on September 4, 2018, asking why he closed the  
22 joint checking account and if he was going to pay the money for the month was  
23 not answered.

24  
25 7. That I have not received any money from Grady since August 2018. I am  
26 struggling to pay my bills and living expenses. I have had to borrow money from  
27 my friends, family and took in a roommate to help pay expenses. I fear that I may  
28



1 lose my house because paying the mortgage is difficult.

2 8. That I do not know if a retirement plan or retirement benefit exists from  
3 Grady's work with the Department of Defense. Only about August 2018, did I  
4 begin to suspect that something might exist. I have never received any  
5 information about a Department of Defense pension, retirement or other plan. The  
6 only thing I knew about was a life insurance plan if Grady died and that I am  
7 supposed to be the beneficiary. However, I am worried about this life insurance  
8 plan because the form that Grady filled out was rejected and he hasn't responded  
9 with the correct, original signature form.  
10

11  
12 9. Based upon the foregoing, I respectfully request that this Court grant the  
13 relief requested by me in this Opposition and Countermotion.

14 I declare under penalty of perjury in the State of Nevada that the foregoing  
15 is true and correct.

16 Executed this 19 day of December, 2018.

17  
18  12/19/2018  
19 Caterina Byrd

**Certificate of Service**

Pursuant to NRCP 5(b), I certify that I am employed in the Law Offices of WEBSTER & ASSOCIATES, and that on this 19<sup>th</sup> day of December, 2018, I caused the above and foregoing to be served as follows:

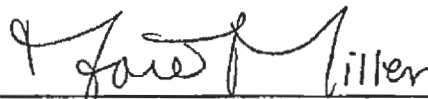
[X] pursuant to EDCR 8.05(a), EDCR 8.05(f) NRCP (b)(2)(D) and Administrative Order 14-2 Captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court." by mandatory electronic service through the Eighth Judicial District Court's electronic filing system; and

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

To the Defendant listed below at the address, email address, and/or facsimile number indicated:

Grady E. Byrd  
5330 E. Craig Rd.  
Las Vegas, NV 89115

E-mail: cbsmail2006@yahoo.com



\_\_\_\_\_  
An employee of Webster & Associates

MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

CATERINA ANGELA BYRD  
Plaintiff/Petitioner

v.  
GRADY EDWARD BYRD  
Defendant/Respondent

Case No. D-18-577701-Z

Dept. G

**MOTION/OPPOSITION  
FEE INFORMATION SHEET**

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

**Step 1. Select either the \$25 or \$0 filing fee in the box below.**

- ☐ \$25 The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.  
-OR-  
☒ \$0 The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
- ☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
  - ☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
  - ☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on \_\_\_\_\_.
  - ☒ Other Excluded Motion (must specify) No Final Order.

**Step 2. Select the \$0, \$129 or \$57 filing fee in the box below.**

- ☒ \$0 The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
- ☐ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
  - ☒ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
- OR-  
☐ \$129 The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.  
-OR-  
☐ \$57 The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

**Step 3. Add the filing fees from Step 1 and Step 2.**

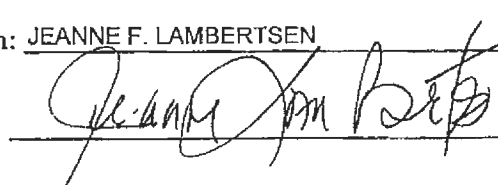
The total filing fee for the motion/opposition I am filing with this form is:

☒ \$0 ☐ \$25 ☐ \$57 ☐ \$82 ☐ \$129 ☐ \$154

Party filing Motion/Opposition: JEANNE F. LAMBERTSEN

Date 12/19/18

Signature of Party or Preparer





RPLY

Name: GRADY EDWARD BYRD

Address: 5330 E. CRAIG RD.  
LAS VEGAS NV 89115

Telephone: 7029184712

Email Address: CBSMAIL2008@YAHOO.COM

Self-Represented

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

CATERINA ANGELA BYRD

Plaintiff,

VS.

GRADY EDWARD BYRD

Defendant.

CASE NO.: D-18-577701-Z

DEPT: G

DATE OF HEARING: 01/23/2018

TIME OF HEARING: 10:30 am

Oral Argument Requested: ☒ Yes ☐ No

**REPLY TO OPPOSITION AND/OR COUNTERMOTION**

(Your name) GRADY EDWARD BYRD, in Proper Person, files this Reply to the Opposition and Countermotion filed by the opposing party.

**REPLY TO OPPOSITION AND COUNTERMOTION**

**A. Memorandum of Points and Authorities**

I do not agree with the opposing party's Opposition and Countermotion. The legal basis to support my argument is: *(explain any relevant laws and cases that support your argument)*

This Reply is made and based upon the pleadings and papers on file herein, the following Points and Authorities and upon such oral argument as the Court may allow at the time of the hearing

Dated: December 28, 2018.

REFERENCE: NRS 125.150; NRS 125.165

1 **B. Statement of Facts.**

2  
3 I do not agree with Caterina Angela Byrd's (herein after "plaintiff") Opposition and  
4 Countermotion. Additional facts that support my arguments are:  
5

6 **INTRODUCTION**

7  
8 As declared by plaintiff in Notice of Motion, Plaintiff and Defendant have only  
9 communicated by email since their separation in early 2008. This is by my design for  
10 two reasons. 1. Reference email dated June 14, 2014, my mental health is destroyed  
11 when I have contact with plaintiff and 2. I have learned to keep a good record of our  
12 interactions. So with that, every allegation, accusation, character defamatory remark,  
13 etc. directed at me that is presented in this document from April 2008 until the present  
14 must have written evidence proving it or it should be considered false, unverifiable,  
15 hyperbole, misrepresentation, distortion, misdirection, disingenuous, or anything but the  
16 true depiction of the facts or circumstances.  
17

18 I, as the defendant, will provide written evidence on all matters of interest that I bring  
19 before the court.  
20

21 **REPLY TO POINTS AND AUTHORITIES**

22  
23 REFERENCE INTRODUCTION:

24

25 1. Page 2. Lines 18-21. MISDIRECTION. No purpose for this statement other than to  
26 create the appearance of some type of subterfuge. Divorce was legally filed in the State  
27 of Nevada and ordered by the 10<sup>th</sup> Judicial District Court.

28

29 2. Page 3. Lines 15-19. FALSE STATEMENT. Email from plaintiff (Caterina Angela  
30 Byrd) to defendant (Grady Edward Byrd) dated APRIL 18, 2014 lists all federal disability  
31 benefits that defendant currently possesses to include the following statement:

32

33 "...and in four years full pension from OPM..."

34

35 **A full accounting of this deceit is provided at No. 51.**

36

37 3. Page 3. Lines 20-25. MISDIRECTION. Plaintiff started this case in an adversarial  
38 manner. That plaintiff intended on taking me to court is amateurishly obvious. After I  
39 received initial demands from plaintiff and representatives I blocked email  
40 communications until I received registered documents.

41

42 4. Page 3. Lines 26-27. FALSE STATEMENT. I provided all of these documents to  
43 plaintiff in August 2018. This is acknowledged in Notice of Motion pgs 6-7.

44

45 5. Page 4. Lines 3-4. FALSE STATEMENT. I filed an opposition and request for  
46 continuance that was accepted by the court on 16 November 2018.

47

48 6. Page 4. Lines 7. HYPERBOLE. I exercised my rights under Nevada Law to fully  
49 comply with an approved Divorce Decree. I do not consider this retaliation.

50

51 7. Page 4. Lines 8-9. MISREPRESENTATION. There is no court ordered mandate for  
52 Grady Edward Byrd to pay any funds to plaintiff. Decree page. 3. Line 2. specifically  
53 states " This is not an alimony payment and is not required." Decree page 3. No. 12.  
54 reinforces this fact when the Court ordered "Husband (DEFENDANT) and Wife  
55 (PLAINTIFF) agree that neither party shall be required to pay spousal support to the  
56 other party. "Decree also specifies " The wife (PLAINTIFF) shall pay the following  
57 debts: USAA .....\$347,345.00" (HOUSE MORTGAGE)

58

59 Emails dated April 17 and 18, 2014 prove that plaintiff was an active participant in  
60 producing the decree. Email dated April 15, 2014 proves that that the defendant was  
61 the aggrieved party in this settlement.

62

63 8. Page 4. Lines 9-10. MISDIRECTION. I provided plaintiff a copy of latest Retiree  
64 Account Statement in August 2018. Plaintiff included this document as an exhibit in the  
65 Notice of Motion. I circled the appropriate amounts of pay so that there could be no  
66 misunderstanding. I really do not know how to explain more clearly. If plaintiff had  
67 been amicable to negotiations, this document could have been easily explained.

68

69 9. Page 4, Line 22. FALSE STATEMENT. Reference Motion accepted by the Court  
70 on 11/16/2018, numbers 2; 5; 7, and 10 clearly show response and opposition to Notice  
71 of Motion. Number 8. is a direct response to the allegations in the Notice of Motion.

72  
73 The information contained in this reply motion is presented throughout plaintiff's  
74 Opposition in numerous instances so the motion submitted on 11/16/2018 is definitely  
75 an opposition response.

76  
77 10. Page 5, Lines 14-15. MISREPRESENTATION. I had no plans to return to Las  
78 Vegas until my 19 December 2018 appointment. Everything was accelerated when I  
79 was notified on November 8, 2018 of the 27 November 2018 hearing. Last minute  
80 flights, hotel, and living expenses, cost me money I didn't expect to pay. NOTE: On 23  
81 December 2018 I paid another one thousand dollars for hotel costs that I did not plan on  
82 paying. I scheduled the December 4, 2018 appointment after I was informed of the  
83 hearing on 27 November 2018. I reside in the Philippines. I will return there as soon as  
84 I can. I will change my address when I leave the U.S.

85  
86 REFERENCE OPPOSITION:

87  
88 11. Factual Background. MISDIRECTION. I find very little of this information factual. If  
89 plaintiff would cease adding unverifiable and just plain false information into the record I  
90 believe the case could be resolved much sooner.



COPY

FILED  
MAY 13 2020

*Shirley L. ...*  
CLERK OF COURT

1 TRANS

2  
3  
4  
5 EIGHTH JUDICIAL DISTRICT COURT  
6 FAMILY DIVISION  
7 CLARK COUNTY, NEVADA  
8

9 IN THE MATTER OF THE )  
10 JOINT PETITION FOR ) CASE NO. D-18-577701-Z  
11 DIVORCE OF: ) DEPT. G  
12 CATERINA BYRD )  
AND GRADY E. BYRD. ) APPEAL NO. 80548

13 BEFORE THE HONORABLE KATHY HARDCASTLE  
14 DISTRICT COURT JUDGE

15 TRANSCRIPT RE: MOTION

16 WEDNESDAY, JANUARY 23, 2019

17 APPEARANCES:

18 The Plaintiff: CATERINA BYRD  
For the Plaintiff: JEANNE LAMBERTSEN, ESQ.  
6882 Edna Ave.  
19 Las Vegas, Nevada 89146  
(702) 562-2300

20 The Defendant: GRADY BYRD  
21 For the Defendant: PRO SE  
22  
23  
24

1 LAS VEGAS, NEVADA

WEDNESDAY, JANUARY 23, 2019

2 PROCEEDINGS

3 (THE PROCEEDINGS BEGAN AT 10:35:05)

4 THE COURT: All right. This would be in D-577701 in  
5 the matter of Byrd. State your appearances.

6 MS. LAMBERTSEN: Good morning, Your Honor. Jeanne  
7 Lambertsen, bar number 9460, on behalf of Ms. Caterina Byrd  
8 who is present, Your Honor.

9 THE COURT: All right.

10 MR. BYRD: Grady Byrd.

11 THE COURT: All right. Okay. It's your motion.

12 MS. LAMBERTSEN: Yes, Your Honor. Your Honor, this  
13 -- I got to try to decide --

14 THE COURT: You can have a seat, sir.

15 MS. LAMBERTSEN: -- trying to decide where to begin,  
16 Your Honor. We -- orig --

17 THE COURT: Well, first of all, we -- we have a  
18 decree.

19 MS. LAMBERTSEN: Yes.

20 THE COURT: There are some provisions in the decree  
21 that the Court has reviewed the provisions and has reviewed  
22 the motions and the \$1500. There's language in the decree  
23 regarding how it's not required but it also has language that  
24 it is 1500 to wife and can be changed when her financial

1 condition improves or the house is sold. Call it whatever you  
2 want. That's alimony. You don't have to use the word alimony  
3 and you don't have the right to unilaterally stop it. So that  
4 issue's addressed. What other issues --

5 MS. LAMBERTSEN: Thank --

6 THE COURT: -- do you want?

7 MS. LAMBERTSEN: Yes, Your Honor. That -- that --  
8 and -- and he's never denied that it's been cut off. So we're  
9 looking for the \$7500 in arrears because the last she got any  
10 was in August and since September, October, November,  
11 December, January, five times 15, we're at 7500. Equally  
12 problematic Your Honor is the other 1500 that he unilaterally  
13 cut her off. And I refer to the Nevada Supreme Court case of  
14 Shelton.

15 The second \$1500 was what he has been paying her for  
16 her interest in his U.S. Army pension --

17 THE COURT: Okay.

18 MS. LAMBERTSEN: -- for marital portion.

19 THE COURT: And that was her marital portion that  
20 she's absolutely entitled to. In fact, she probably was  
21 entitled to a whole lot more than the 1500.

22 MS. LAMBERTSEN: We suspect, Your Honor. We --

23 THE COURT: Okay.

24 MS. LAMBERTSEN: -- sure do.

1 THE COURT: And that needs to be paid directly to  
2 her. So sir, the necessary paperwork needs to be prepared.

3 MS. LAMBERTSEN: Well --

4 THE COURT: And we'll need a QDRO most likely to --

5 MS. LAMBERTSEN: Now there's a problem with that. I  
6 No. The beginning, a QDRO would have done it. But now he has  
7 changed those benefits and moved them from the U.S. Army  
8 pension. He rolled them and now is getting them paid through  
9 the Veterans Disability. And that is why the Shelton case is  
10 important because of the situation where disability benefits  
11 can't be divided as property. But under Shelton --

12 THE COURT: But --

13 MS. LAMBERTSEN: -- he had an agreement.

14 THE COURT: -- can be required to be paid as  
15 support.

16 MS. LAMBERTSEN: Yeah. And as under the con -- you  
17 know, contract law where he's paying her \$1500 for that. He  
18 did that. He performed on that for since 2014. And here we  
19 are in 2019. Just because he elects to now shift it into an  
20 -- a tax free disability program it doesn't excuse him from  
21 still having to pay her --

22 THE COURT: That's correct.

23 MS. LAMBERTSEN: -- her interest. So there's --  
24 he's stopped that in September as well. So it's September,

1 October, November, December. We're looking at five months of  
2 that 1500. That's a second \$7500 that should be reduced to  
3 judgment because he -- he chose to move that when -- when  
4 contract law allows for that to continue.

5           The subsequent issues Your Honor have to do with  
6 other items in the decree of divorce that he wrote that she  
7 was entitled to. And there's seen -- let's see. In -- in the  
8 reply, I kind of detailed out what happened to them. One of  
9 them Your Honor is a Prudential Veterans' Group Life  
10 Insurance. We've been asking for a copy of that policy. In  
11 fact, Judge Steel at the December hearing when Mr. Byrd wasn't  
12 present but we came because the -- the hearing had not been  
13 continued. An order was entered from the December 18 hearing  
14 where he was supposed to provide the documents supporting the  
15 information on this decree of divorce because Ms. Byrd is now  
16 very concerned that he's been paying this. He's been managing  
17 these -- these accounts and she has no idea on -- should  
18 something happen to him who does she contact, what does she  
19 do.

20           And that -- those papers have been dribbling in.  
21 They have not been coming in completely. But one of them is  
22 the Prudential Veterans' Group Life Insurance. Mr. Byrd  
23 emailed a single sheet a paper here showing that this policy  
24 has a coverage amount of \$225,000 that she is 100 percent of

1 the beneficiary and that this account is paid to date. His  
2 address and the contact information -- it was all in the  
3 Philippines.

4           So the request we have Your Honor, can we have  
5 whatever he's paying added to the spousal support so she can  
6 pay it directly? She's scared to death that something's going  
7 to happen to him in the Philippines. This 225,000 will be  
8 lost for failure to pay. And she's now out this -- this  
9 asset.

10           We have -- we don't have a copy of the policy. And  
11 the -- we have cause for concern Your Honor be -- because  
12 there was a life insurance policy by a company called VyStar.  
13 The parties had that. That policy is lost. And the reason it  
14 was lost is for failure to pay. Mr. Byrd claims that Mrs.  
15 Byrd was supposed to pay for it. She had no documents on it.  
16 He was the policy holder. She didn't know anything about this  
17 account. When she started to inquire, it turned out that that  
18 one is now lost for failure to pay and it can't be  
19 resurrected.

20           So here we are with this policy. I've got this  
21 paper Mr. Byrd sent. It's dated the 17th of this month. And  
22 we want to make sure that this account stays paid. So we're  
23 asking whatever that dollar amount that he's paying, please  
24 add to the alimony so she can guarantee this gets paid and she

1 can have this asset.

2           The next issue that is addressed in the decree of  
3 divorce is he said that she is entitled to the U.S. Army  
4 survivor benefit plan. This -- this is on Page 3. Page 3 of  
5 the -- the award that went to her. Caterina Byrd is entitled  
6 to the U.S. Army survivor benefit plan payments after Grady  
7 Byrd's death.

8           We've got a statement that was an exhibit, Exhibit  
9 8, that shows that she was the beneficiary of the survivor  
10 benefit. So in trying to collect these documents, she asks  
11 him for proof of this, please. I see that, you know, I am the  
12 survivor benefit. The paper you gave me says I'm a survivor  
13 benefit. I need the documents. He told her last August or  
14 September to send the divorce decree to the Department of  
15 Defense Finance and Accounting Services where the survi -- to  
16 record the -- the divorce and that she would be communicated  
17 regarding the benefit. They rejected it. They said that too  
18 much time had past since the year 2014 and it wasn't sent to  
19 them within one year. So she lost the entire asset. And in  
20 -- that was estimated to be \$1800 a month for her -- for her  
21 duration of her life.

22           So Mr. Brady (sic) in his replies has said that --  
23 that wasn't his job to do and that it's not his fault, that  
24 benefit's gone. She needs to be made whole. There was no

1 communication. He's in the Philippines. How is she supposed  
2 to know? He's the military worker. He's now working for the  
3 Department of Defense. He has all the records. How on Earth  
4 was she supposed to know to send it to this Defense  
5 Department?

6           So a couple of things to explore. What would \$1800  
7 a month life insurance plan provider? He should provide one  
8 of those so that at the time of his death she can get \$1800 a  
9 month for her -- for her life. Another option to explore is  
10 we don't know that much about the money that has been paid in.  
11 The statements are showing that survivor benefit money is  
12 taking out of this pay. And if that plan is gone, if there is  
13 no survivor benefit being paid, does all that money that got  
14 paid in for how many years? Probably -- they were married --

15           MS. BYRD: Since '99.

16           MS. LAMBERTSEN: -- 31 years. Since 19 -- does that  
17 money get refunded? And if so, it should go towards her for  
18 her -- her care, interest and then asset that's now lost. So  
19 that -- that is a huge concern for us on that, the -- how --  
20 how to handle the survivor benefit because he said it was her  
21 job to send it to the military and she had no -- no knowledge  
22 of doing that.

23           The -- the other items awarded to her in the decree  
24 of divorce Your Honor, number three here is office of personal



1 management death benefits. We -- we don't have what that is.  
2 Documents were sent -- Mr. Byrd sent -- when I asked, he sent  
3 us some death benefit forms. They were copies. They weren't  
4 originals. They got rejected. So now he's gained us  
5 originals. They went off back in August or October. And I  
6 don't -- I really don't know the status. She has nothing on  
7 this in -- office of personal management death benefits. So  
8 we need him to follow through and provide that.

9           The other item is retired military healthcare. She  
10 -- he says that she's entitled to retired military healthcare.  
11 When she tried to go use TRICARE, they said sorry, you're  
12 divorced. You don't get it anymore. She's now coming out of  
13 pocket a hundred and two dollars a month. We would like that  
14 added to the spousal support because that's an asset that was  
15 -- she was supposed to receive but she's not getting.

16           The other item he said she's getting is long term  
17 health insurance. She's asked for information on that. That  
18 cost was -- what was it, over --

19           MS. BYRD: It's a hundred and twenty-eight.

20           MS. LAMBERTSEN: It's a hundred and twenty-eight  
21 dollars a month. We'd like that added to the spousal support.  
22 The VyStar Credit Union accidental death insurance, Your  
23 Honor, that was the one I referenced earlier that fell -- that  
24 got lost because he never gave her the papers. She didn't

1 know what that policy and plan was. He wasn't paying for it.  
2 And it lapsed for nonpayment. And -- and we don't even know  
3 what the policy dollar amount on this VyStar account is. We  
4 -- so we need him to provide information. This is an asset  
5 that was awarded to her in the decree and now -- now it's  
6 lost.

7           We have Veterans' Group Life Insurance and that Your  
8 Honor we -- we did cover. That is the 225,000 one that --  
9 that we would like that payment added to the spousal so she  
10 can pay this directly so this one doesn't get lost. And those  
11 covers those other items that we're having trouble -- trouble  
12 getting.

13           We did a tremendous amount of due diligence to try  
14 to resolve this without coming to court. Back in -- in August  
15 when -- when she learned of she didn't have papers that he was  
16 coming from the Philippines to Nevada and she was asking about  
17 this.

18           We reached out to him to first try to stipulate to  
19 move this case from Churchill County where he filed. I don't  
20 know why he filed the paperwork in Churchill County. The  
21 parties never lived there. He would not stipulate to move it  
22 down, change the venue to here. She had to come out-of-pocket  
23 to get the venue changed on here. Then I sent emails, I sent  
24 letters, please can we not go to court. I'd like to just --

1 can you provide this paperwork. We don't know if 1500 is  
2 accurately her portion. We needed this life insurance plans  
3 and I didn't get response.

4 In fact, in his reply, he even admits to blocking my  
5 email and blocking her email and at the time we -- we weren't  
6 certain of his address. And we were having to spend a lot of  
7 money to mail things to the Philippines when email could have  
8 been so much more cost effective.

9 His behavior Your Honor has driven up the cost in  
10 this case tremendously. We had our original hearing in  
11 November. That wasn't convenient for him. He said he's going  
12 to be in town in December on 4th and then December on 19th.  
13 And Judge Steel set a hearing on the 18th. He'll be --  
14 because in his response, he said he's going to be here in  
15 town. He didn't show at that hearing. He said it wasn't  
16 convenient. But we were here. And that's when the orders got  
17 issued from that hearing.

18 So we are asking for attorney fees. He's clearly in  
19 contempt on the 7500, that unilaterally cut her off for  
20 support. He's in contempt for not continuing to pay her asset  
21 from the U.S. Army pension. That's 7500. She -- he should be  
22 sanctioned for each of those five months that he's failed to  
23 comply. And -- and I repeatedly asked him to get this  
24 information that this is what she should be receiving to cure