

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

MIGUEL A. GONZALEZ,

Appellant,

vs.

LILIANA C. GONZALEZ, N/K/A

LILIANA C. GARCIA,

Respondent.

Electronically Filed  
Dec 08 2020 12:03 p.m.  
Supreme Court No. ~~2020-0010~~ Elizabeth A. Brown  
Clerk of Supreme Court

**APPELLANT'S APPENDIX VOLUME I**

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<b>DOCUMENT</b>	<b>VOLUME</b>	<b>BATE</b>
	<b>NUMBER</b>	<b>NO(S)</b>
Decree of Divorce.....	I.....	AA000001-25
Motion to Enforce Decree of Divorce and Other Related Relief, and Notice of		
Motion.....	I.....	AA000026-35
Opposition to Motion to Enforce Decree of Divorce and Other Related Relief and		
Countermotion for Attorney’s Fees and Costs .....	I.....	AA000036-50
Notice of Entry of Order.....	I.....	AA000051-56
Minute Order November 30, 2020.....	I.....	AA000057-58

**CERTIFICATE OF SERVICE**

The undersigned does hereby certify that on the 8<sup>th</sup> day of December, 2020,  
a copy of the foregoing Appellant's Appendix I was served as follows:

**BY ELECTRONIC FILING TO**

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/s/Aaron Grigsby \_\_\_\_\_  
Employee of The Grigsby Law Group

ORIGINAL

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JUL 30 8 36 AM '07

CLERK OF DISTRICT COURT

Code: DECD  
Wife's name: LILIANA C. GONZALEZ  
Address: 2767 LA CANADA ST.  
LAS VEGAS, NV 89109  
Telephone: (702) 444-0987

Husband's name: MIGUEL A. GONZALEZ  
Address: 2767 LA CANADA ST.  
LAS VEGAS, NV 89109  
Telephone: (702) 444-0987

In Proper Person

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR CLARK COUNTY

In the Matter of the Marriage )  
Of )

Case #: D-07-376585-Z  
Dept.: F

LILIANA C. GONZALEZ )  
(Wife's name) )

and )

MIGUEL A. GONZALEZ )  
(Husband's name) )

Joint Petitioners )

**DECREE OF DIVORCE**

The above entitled cause, having been submitted to this Court for decision pursuant to Chapter 125 of the Nevada Revised Statutes, and based upon the Joint Petition by the Petitioners,

LILIANA C. GONZALEZ and MIGUEL A. GONZALEZ  
(Wife's name) (Husband's name)

and all of the papers and pleadings on file, the Court finds as follows:

1. That all of the allegations contained in the documents on file are true;
2. That all of the requirements of NRS 125.181 and NRS 125.182 have been met;
3. That this Court has the necessary UCCJA, UCCJEA and PKPA initial and continuing jurisdiction to enter orders regarding child custody and visitation on the following children of the

☐ Order Terminating Guardianship of Child  
☐ Voluntary Divorcement  
☐ Divorce without Trial/Hearing  
☐ Divorce with Trial/Hearing  
☐ Divorce with Trial/Hearing and Custody  
☐ Divorce with Trial/Hearing and Custody and Child Support  
☐ Divorce with Trial/Hearing and Custody and Child Support and Attorney's Fees  
☐ Divorce with Trial/Hearing and Custody and Child Support and Attorney's Fees and Child Support

NAME	DATE OF BIRTH
CATHERINE ESTHER GONZALEZ	02/17/1996
MICHAEL JOOVANY GONZALEZ	12/26/2001

NAME	DATE OF BIRTH

6. That resident Petitioner LILIANA C. GONZALEZ has been, and is now,  
(Husband's name or Wife's name)  
  
an actual bona fide resident of the State of Nevada and has actually been domiciled in the State of  
  
Nevada for more than six (6) weeks immediately prior to the commencement of this action, and  
  
intends to continue to make the State of Nevada HER home for an indefinite period of time.  
(His or Her)

7. The Petitioners married on SEPT. 20, 1995 in  
(Date of Marriage, including month, day and year)

County of LOS ANGELES, State of CALIFORNIA,  
(County in which you were married) (State in which you were married)

1 and ever since that date have been, and still are, Husband and Wife.

2 8. That Petitioners have become, and continue to be, incompatible in marriage and no  
3 reconciliation is possible, and/or the parties have lived separate and apart for more than one year  
4 without cohabiting as Husband and Wife and Petitioners are entitled to a Decree of Divorce.  
5

6 9. Wife IS NOT pregnant at this time.  
7 (is or is not)

8 *(If the following spaces are not applicable in your circumstances, print "not applicable" in*  
9 *each space.)*

10 Husband N/A the alleged to be the father of the unborn child. The unborn  
11 (is or is not)  
12 child is due to be born on N/A  
13 (Date of expected birth)

14 10. That the Petitioners have entered into an agreement settling all issues regarding the  
15 care, custody, visitation, health insurance, and child support of the child(ren) over which this Court  
16 has jurisdiction, said agreement being in the best interests of the child(ren), and Petitioners have  
17 requested that their agreement as set forth in their Joint Petition, a copy of which is attached hereto as  
18 Exhibit A, be ratified, confirmed, and incorporated into their Decree as though fully set forth.

19 11. That the Petitioners have entered into an equitable agreement settling all issues  
20 regarding the division and distribution of assets and debts, said agreement being an equitable one, and  
21 Petitioners have requested that their agreement in their Joint Petition, a copy of which is attached  
22 hereto as Exhibit A, be ratified, confirmed, and incorporated into their Decree as though fully set  
23 forth.  
24

25 12. That the Petitioners have entered into an agreement settling the issue of spousal  
26 support and request that their agreement as set forth in their Joint Petition, a copy of which is attached  
27 hereto as Exhibit A, be ratified, confirmed and incorporated into their Decree as though fully set  
28 forth.

1 (Initial only ONE space in statement 13 and print "not applicable" in the other spaces.)

2 NOT  
3 APPLICABLE Wife does not wish to return to her former name.

4 Lbg Wife wishes to return to her former name of

5 LILIANA CAROLINA GARCIA

6 NOT  
7 APPLICABLE Wife never changed her name and, therefore, does not request  
8 restoration of her former name.

9 14. That the parties waive their rights to a written Notice of Entry of Decree of Divorce, to  
10 appeal, to Findings of Fact and Conclusions of Law, and to move for a new trial.

11 **THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:**

12 1. That the bonds of matrimony now existing between the Petitioners are dissolved and  
13 an absolute Decree of Divorce is granted to the parties, and each of the parties is restored to the status  
14 of an unmarried person.

15 2. That the agreement, as it is stated in the Petitioners' Joint Petition, regarding the care,  
16 custody, visitation, health insurance, and child support of the child(ren) over which this Court has  
17 jurisdiction, is hereby ratified, confirmed, and incorporated into this Decree as though fully set forth.

18 3. That the agreement, as it is stated in the Petitioners' Joint Petition, regarding the  
19 division and distribution of assets and debts, is hereby ratified, confirmed, and incorporated into this  
20 Decree as though fully set forth.

21 4. That the agreement, as it is stated in the Petitioners' Joint Petition, regarding the issue  
22 of spousal support is hereby ratified, confirmed, and incorporated into this Decree as though fully set  
23 forth.

1 (Initial only ONE space in statement 5. Print "not applicable" in the other spaces.)

2 5. L G Wife is hereby restored to her former name of:

3 LILIANA CAROLINA GARCIA

4 NOT  
5 ~~APPLICABLE~~

6 Wife never changed her name and, therefore, does not  
7 request restoration of her former name.

8 NOT  
9 ~~APPLICABLE~~

10 Wife shall retain her present name.

11 (IMPORTANT: The following paragraph (paragraph 6) is applicable to all decrees issued in  
12 the State of Nevada, but each County handles compliance with the requirements differently.  
13 Be sure to follow the specific instructions for the County in which you are obtaining your  
14 decree.)

15 6. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall  
16 submit the information required in NRS 125B.055, NRS 125.130 and NRS 125.230 on a separate  
17 form to the Court and the Welfare Division of the Department of Human Resources within ten days  
18 from the date this Decree is filed. Such information shall be maintained by the Clerk in a confidential  
19 manner and not part of the public record. The parties shall update the information filed with the  
20 Court and the Welfare Division of the Department of Human Resources within ten days should any of  
21 that information become inaccurate.

22 IT IS FURTHER ORDERED AND PARTIES ARE PUT ON NOTICE that they are  
23 subject to the requirements of the following Nevada Revised Statutes:

24 NRS 125.510(6) regarding abduction, concealment or detention of a child:

25 **PENALTY FOR VIOLATION OF ORDER:**

26 THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN  
27 VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY  
28 AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a  
limited right of custody to a child or any parent having no right of custody to the child  
who willfully detains, conceals or removes the child from a parent, guardian or other  
person having lawful custody or a right of visitation of the child in violation of an



1 order of this court, or removes the child from the jurisdiction of the court without the  
2 consent of either the court or all persons who have the right to custody or visitation is  
3 subject to being punished for a category D felony as provided in NRS 193.130.

4  
5 **NOTICE IS HEREBY GIVEN** that the terms of the Hague Convention of October 25,  
6 1980, adopted by the 14th Session of the Hague Conference on Private International Law, apply if  
7 a parent abducts or wrongfully retains a child in a foreign country. The parties are also put on  
8 notice of the following provisions in NRS 125.510(8):

9 If a parent of the child lives in a foreign country or has significant commitments in a  
10 foreign country:

11 (a) The parties may agree, and the court shall include in the order for custody of the  
12 child, that the United States is the country of habitual residence of the child for the  
13 purposes of applying the terms of the Hague Convention as set forth in subsection 7.

14 (b) Upon motion of one of the parties, the court may order the parent to post a bond if  
15 the court determines that the parent poses an imminent risk of wrongfully removing or  
16 concealing the child outside the country of habitual residence. The bond must be in an  
17 amount determined by the court and may be used only to pay for the cost of locating  
18 the child and returning him to his habitual residence if the child is wrongfully removed  
19 from or concealed outside the country of habitual residence. The fact that a parent has  
20 significant commitments in a foreign country does not create a presumption that the  
21 parent poses an imminent risk of wrongfully removing or concealing the child.

22 **NRS 125C.200 regarding relocation with minor children:**

23 If custody has been established and the custodial parent or a parent having joint  
24 custody intends to move his residence to a place outside of this state and to take the  
25 child with him, he must, as soon as possible and before the planned move, attempt to  
26 obtain the written consent of the other parent to move the child from the state. If the  
27 noncustodial parent or other parent having joint physical custody refuses to give that  
28 consent, the parent planning the move shall, before he leaves the state with the child,  
petition the court for permission to move the child. The failure of a parent to comply  
with the provisions of this section may be considered as a factor if a change of custody  
is requested by the noncustodial parent or other parent having joint custody.

1       NRS 125.450 regarding the collection of child support payments through mandatory  
2 wage withholding or assignment of income.

3       NRS 31A regarding the enforcement of a child support obligation and the collection of  
4 delinquent child support.

5       NRS 125B.145 regarding the review of child support at any time due to changed  
6 circumstances and at least every three years following the entry of the child support order.

7                   **THIS IS A FINAL DECREE.**

8       Dated: JUL 24 2007

9                     
10                   DISTRICT JUDGE *SK*

11       Respectfully Submitted:

12       (Print name) LILIANA C. GONZALEZ

13       (Print name) MIGUEL A. GONZALEZ

14       (Signature) 

15       (Signature) 

16       (Address) 2767 LA CANADA ST.

17       (Address) 2767 LA CANADA ST.

18       LAS VEGAS, NV 89109

19       LAS VEGAS, NV 89109

20       (Telephone) (702) 444-0987

21       (Telephone) (702) 444-0987

22                   Petitioner in Proper Person

23                   Petitioner in Proper Person

1 Code: PSDD  
2 Wife's name: LILIANA C. GONZALEZ  
3 Address: 2767 LA CANADA ST.  
4 LAS VEGAS, NV 89109  
5 Telephone: (702) 444-0987  
6 Husband's name: MIGUEL A. GONZALEZ  
7 Address: 2767 LA CANADA ST.  
8 LAS VEGAS, NV 89109  
9 Telephone: (702) 444-0987  
10 In Proper Person

FILED

JUL 18 4 13 PM '07

CR. [Signature]  
CLERK OF COURT

11 IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
12  
13 IN AND FOR CLARK COUNTY

14 In the Matter of the Marriage )  
15 Of )  
16 LILIANA C. GONZALEZ )  
17 (Wife's name) )  
18 and )  
19 MIGUEL A. GONZALEZ )  
20 (Husband's name) )  
21 Joint Petitioners )  
22 )  
23 )  
24 )  
25 )  
26 )  
27 )  
28 )

Case #: D-07-376585-Z  
Dept.: F

29 "AMENDED" JOINT PETITION FOR SUMMARY DECREE OF DIVORCE

30 Petitioners, (Wife's name) LILIANA C. GONZALEZ, in proper person  
31 and (Husband's name) MIGUEL A. GONZALEZ, in proper person, hereby  
32 petition this Court, pursuant to the terms of Chapter 125 of the Nevada Revised Statutes, to grant  
33 them a divorce. Petitioners respectfully show, and under oath, state to the Court that every  
34 condition of NRS 125.181 has been met and further state as follows:

35 I.

36 The Petitioners married on SEPT. 20, 1995 in the  
37 (Date of Marriage, including month, day and year)

1 County of LOS ANGELES, State of CALIFORNIA  
2 (County in which you were married) (State in which you were married)

3 and ever since have been, and still are, Husband and Wife.

4 **II.**

5 The Petitioner LILIANA C. GONZALEZ, is now, and for more  
6 (Name of the resident petitioner)  
7 than six weeks before the filing of this action has been, an actual resident of the State of Nevada  
8 and, during all this period of time has been actually, physically, present in and living in, the State  
9 of Nevada, and intends to continue to make the State of Nevada HER home for an  
10 (His or Her)  
11 indefinite period of time.

12 The current addresses of the Petitioners are:

13 LILIANA C. GONZALEZ

14 (Wife's name)

15 2767 LA CANADA ST., LAS VEGAS, NV 89109

16 (Wife's mailing address)

17 (Wife's residence address)

18  
19 MIGUEL A. GONZALEZ

20 (Husband's name)

21 2767 LA CANADA ST., LAS VEGAS, NV 89109

22 (Husband's mailing address)

23 (Husband's residence address)

24 **III.**

25 That Petitioners have become, and continue to be, incompatible in marriage and no  
26 reconciliation is possible, and/or the parties have lived separate and apart for more than one year  
27 without cohabitation.  
28

IV.

Wife IS NOT pregnant at this time.  
(is or is not)

*If wife is pregnant at this time, answer the following questions.  
If wife is not pregnant, print "not applicable" in the spaces.*

Husband N/A the father of the unborn child. The unborn child is due to be born  
(is or is not)  
on (date of expected birth) N/A

V.

*In the following paragraph, list all children born of this union, whether born prior to marriage or during the marriage and also include any children who were adopted during the time of the marriage.*

That there are TWO minor children born to, or adopted, through this union.  
(Number of minor children)

NAME	AGE	DATE OF BIRTH
CATHERINE ESTHER GONZALEZ	11	02/17/1996
MICHAEL JEOVANY GONZALEZ	5	12/26/2001

VI.

**Children's Residence**  
*In the following paragraph, print each child's name and indicate in what State each child presently resides and how long the child has resided in that state.*

1 The state of residence of the children is as follows:

2	<u>Name</u>	<u>State of residence</u>	<u>Length of time child</u> <u>has lived in that State</u>
3			
4	<u>CATHERINE ESTHER GONZALEZ</u>	<u>NEVADA</u>	<u>                    </u>
5	<u>MICHAEL JEOVANY GONZALEZ</u>	<u>NEVADA</u>	<u>                    </u>
6	<u>                                    </u>	<u>                                    </u>	<u>                    </u>
7	<u>                                    </u>	<u>                                    </u>	<u>                    </u>
8	<u>                                    </u>	<u>                                    </u>	<u>                    </u>
9	<u>                                    </u>	<u>                                    </u>	<u>                    </u>
10	<u>                                    </u>	<u>                                    </u>	<u>                    </u>
11	<u>                                    </u>	<u>                                    </u>	<u>                    </u>

12 VII.

13 **Legal Custody Of The Children**  
14 *Both parents must initial the following provision.*

15 **Joint Legal Custody**

16 L E G M. A. G Petitioners are fit and proper persons to be awarded joint  
17 (Wife's initials) (Husband's initials)

18 legal custody of the minor child(ren), CATHERINE ESTHER GONZALEZ & MICHAEL  
19 (Names of the children) JEOVANY GONZALEZ

20 VIII.

21 **Physical Custody of the Children**  
22 *There are TWO different choices in the following paragraph: (a) joint physical custody; or*  
23 *(b) primary physical custody; Choose only ONE. Both parties are to initial the ONE choice*  
*you agree upon. In the space for the other one, print "not applicable."*

24 (a)

25 **Joint Physical Custody**

26 NOT APPLICABLE Petitioners are fit and proper persons to be awarded joint  
27 Wife's initials Husband's initials

28 physical custody of the minor child(ren) NOT APPLICABLE  
(Names of children)

(b)  
Primary Physical Custody

1  
2  
3 LBg MAE Petitioner LILIANA C. GONZALEZ is a fit and proper  
4 Wife's initials Husband's initials (Name of custodial parent)  
5 person to have the primary physical custody of the minor child(ren), CATHERINE ESTHER  
6 (Names of children)

7 GONZALEZ & MICHAEL JEOVANY with visitation by the non-custodial parent as set forth  
8 in the following visitation schedule.

9 IX.

10 **WEEKLY/MONTHLY AND SUMMER VISITATION**

11 *Visitation must be set out in specific detail, including a full weekly or monthly schedule*  
12 *with the days the exchanges will take place, the times of the exchanges, and who will*  
13 *provide transportation. Also include specific details regarding holiday sharing and*  
14 *summer vacation periods. Without very specific visitation, a Decree will not be granted.*  
*Terms such as "reasonable visitation" and "visitation at reasonable times and places"*  
*will not be accepted.*

15 HUSBAND'S VISITATION SHALL CONSIST OF HAVING THE MINOR CHILDREN ALL  
16 DAY SUNDAY FROM 9:00 A.M. AND SHALL DROP THEM OFF AT SCHOOL ON  
17 TUESDAY 8:30 - A.M., AND TUESDAY THRU THURSDAY FROM 4:30 P.M. UNTIL  
18 9:00 P.M. WHEN HE SHALL DROP THEM OFF AT MOTHER'S RESIDENCE.  
19  
20  
21  
22  
23  
24  
25  
26

27 The parents may, from time to time, adjust the transportation provision or the weekends of  
28 scheduled visitation by agreement.

## HOLIDAY VISITATION

(You may add or subtract any holidays on the following list. If you choose not to exchange the child/ren on a specific holiday, print "not applicable" in the spaces for that holiday. If no changes for the holidays are to be made in the regular visitation schedule, state that clearly in the next paragraph and print "not applicable" on the lines provided for the individual holidays.)

The major holidays will be handled in the following manner:

(Name each specific holiday, such as Thanksgiving, Christmas, Easter, Passover, Hanukkah)

PLAINTIFF AND DEFENDANT SHARE THE FOLLOWING HOLIDAYS WITH  
PLAINTIFF HAVING THE CHILDREN THE FIRST HALF OF THE DAY,  
STARTING AT 8:00 A.M. UNTIL 3:30 PM AND DEFENDANT SHALL HAVE  
THEM FROM 3:30 P.M. UNTIL 10:00 P.M.: THANKSGIVING, CHRISTMAS,  
EASTER, NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY & LABOR DAY  
THE SAME SCHEDULE WILL APPLY FOR THE CHILDREN'S BIRTHDAYS.

New Year's Day will be alternated with NOT APPLICABLE having the child  
(Father or Mother)  
in the year \_\_\_\_\_ and each \_\_\_\_\_ year thereafter.  
(odd or even)

Martin Luther King's Birthday will be alternated with NOT APPLICABLE having the child  
in \_\_\_\_\_  
(Father or Mother)  
the year \_\_\_\_\_ and each \_\_\_\_\_ year thereafter.  
(odd or even)

resident's Day will be alternated with NOT APPLICABLE having the child in  
(Father or Mother)  
the year \_\_\_\_\_ and each \_\_\_\_\_ year thereafter.  
(odd or even)

Memorial Day will be alternated with NOT APPLICABLE having the child in  
(Father or Mother)  
the year \_\_\_\_\_ and each \_\_\_\_\_ year thereafter.  
(odd or even)



1  
2 Fourth of July will be alternated with NOT APPLICABLE having the child in  
3 the year \_\_\_\_\_ and each \_\_\_\_\_ year thereafter.  
4 (odd or even)

5 Labor Day will be alternated with NOT APPLICABLE having the child in  
6 the year \_\_\_\_\_ and each \_\_\_\_\_ year thereafter.  
7 (odd or even)

8 Nevada Day will be alternated with NOT APPLICABLE having the child in  
9 the year \_\_\_\_\_ and each \_\_\_\_\_ year thereafter.  
10 (odd or even)

11 Halloween will be alternated with NOT APPLICABLE having the child in  
12 the year \_\_\_\_\_ and each \_\_\_\_\_ year thereafter.  
13 (odd or even)

14 Veteran's Day will be alternated with NOT APPLICABLE having the child in  
15 the year \_\_\_\_\_ and each \_\_\_\_\_ year thereafter.  
16 (odd or even)

17 Child's birthday will be alternated with NOT APPLICABLE having the child in  
18 the year \_\_\_\_\_ and each \_\_\_\_\_ year thereafter.  
19 (odd or even)

20 Mother shall have the child on Mother's Day and Father shall have the child on Father's Day.

21 Holidays not specifically time defined shall begin at 10:00 a.m. and end at 9:00 p.m. on  
22 that same day. The parent who has the holiday will pick the child up and return the child to the  
23 other parent at the end of the scheduled time.

24

25 Should a holiday fall on a three day weekend and it is the other parent's weekend to have  
26 the child(ren), the three day holiday will be handled as follows:  
27 SAME AS ABOVE  
28 \_\_\_\_\_  
\_\_\_\_\_

1  
2  
3  
4  
5 NOT APPLICABLE shall have a block time of time with the child(ren) for vacation  
6 (Father or Mother or both parents)  
7 purposes. That length of time for vacation period shall be NOT APPLICABLE  
8 (one week, two weeks, three weeks, one month)  
9 NOT APPLICABLE shall notify the other parent, in writing, at least \_\_\_\_\_  
10 (Father or Mother)  
11 \_\_\_\_\_ (days or weeks) in advance of the choice of time.  
12 L B G M A E Each parent SHALL notify the other if they take the  
13 Wife's initials Husband's initials (shall or shall not)  
14 child out of the State of Nevada for more than 24 hours, for any reason. Notification shall be made  
15 prior to leaving the State and shall include the date leaving the State, the destination, the date  
16 returning to the State, the type of transportation, and, if possible, a telephone number for contact  
17 while the child is out of the State.  
18 Each parent shall immediately notify the other if any emergency occurs with the child such that  
19 medical treatment is sought.  
20 L B G M A E Each parent SHALL keep the other informed of the  
21 Wife's initials Husband's initials (shall or shall not)  
22 child care giver for the child, including name, address, and telephone number.  
23 L B G M A E Each parent SHALL have the right of first refusal  
24 Wife's initials Husband's initials (shall or shall not)  
25 to care for the child when the other parent is not available to care for the child for a period of  
26 \_\_\_\_\_ hours. In other words, if the child is in Mother's custody and Mother is not  
27 available to care for the child for TWO hours or more, Father shall be notified  
28 and given the right of first refusal to care for the child, before any third party is called in to care for  
the child. Mother has the same right of first refusal when the child is with Father and Father is not  
available to care for the child for TWO hours, or more.

1  
2 J B G M A E Both parents are to have equal access to all the child's medical  
3 Wife's initials Husband's initials  
4 records, school records, and any other records generated for the benefit of, or on behalf of, the  
5 child.

6 X.

7 **CHILD SUPPORT**

8 NEITHER PARENT shall pay child support in the amount of \$ NONE  
9 (Father or Mother)  
10 per month, per child, for a total monthly child support obligation of \$ NONE per  
11 month. The child support shall be paid on or before the \_\_\_\_\_ day of each month.

12 We came to this agreement based upon the following information:

13 Husband's gross monthly income is \$ \_\_\_\_\_  
14 (Amount earned per month before deductions)

15 Wife's gross monthly income is \$ \_\_\_\_\_  
16 (Amount earned per month before deductions)

17 (Initial either line 18, 24 or line 27. Do not initial all lines. Print N/A on those lines you do not use)

18  
19 \_\_\_\_\_ NOT APPLICABLE is the non-custodial parent and, the amount  
20 Husband Wife (Mother or Father)

21 agreed upon on lines 10 - 12 above, is in compliance with NRS 125B.070

22 and is NOT APPLICABLE % of NOT APPLICABLE gross monthly income.  
23 (18%, 25%, 29%, 31%) (Mother's or Father's)

24 OR

25 \_\_\_\_\_  
26 Husband Wife Because Petitioners are joint physical custodians, the amount of child  
support on lines 10 - 12, meets the statutory requirement.

27 OR

1 M A E L B G  
2 Husband Wife

The support obligation amount that has been agreed upon by the parties is not the amount required in the statutes. Under the statutes,

3  
4 the child support obligation for FATHER would be \$ 241.00  
5 (Mother or Father)

6 per month, per child. However, Petitioners have agreed to change that amount because:

7 (Please see NRS 125B.080 for the only reasons you can deviate from the statutory  
8 formula, and list your reasons here.)

9 **BOTH PARTIES HAVE AGREED THAT NEITHER SHALL PAY CHILD SUPPORT TO**  
10 **THE OTHER BECAUSE THEY WILL HAVE THE MINOR CHILDREN ALMOST EQUAL**  
11 **TIME AND THEY WILL COVER THEIR EXPENSES EQUALLY.**  
12  
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15 The amount of child support agreed upon meets the children's financial needs.

16 The child support obligation for each child shall continue until that child reaches the age of  
17 eighteen years, or, if the child is still attending high school at the age of eighteen years, until the child  
18 reaches the age of nineteen years or graduates from high school, or is otherwise emancipated,  
19 whichever occurs first.

20 A wage assignment for the child support WILL NOT be immediately put in place.  
21 (will or will not)

22 ***Both parties must initial ONE of the following***  
23 ***statements regarding child support.***

24 1. **NOT APPLICABLE** There is already a Child Support action through the District Attorney's  
25 Husband Wife Office and payment of the child support shall continue to be handled  
26 through that office.

27 2. **NOT APPLICABLE** The children are receiving Welfare benefits and the Welfare Department  
28 Husband Wife has, or will have, a child support case through the District Attorney's  
Office and the District Attorney's Office shall continue to handle the child  
payments.

1 3. MAE LBG  
2 Husband Wife No formal child support obligation has ever previously been established  
3 and this will be the first Court Order for child support and the parent  
4 paying child support will pay the support directly to the receiving parent.

4 4. NOT APPLICABLE  
5 Husband Wife Although this is the first Court Order for child support, the payments  
6 will be handled through the District Attorney's Office and the parent  
7 who will be collecting child support shall open the case with the  
8 District Attorney's Office.

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XL

**Health Care**

*Provisions must be made for health care for the child(ren). If neither parent has health insurance on the child(ren), that must be stated. If the children are on Medicaid, that must be stated. Fill in all spaces, do not leave any spaces blank.*

12 The child(ren) presently ARE covered by a health insurance policy. The child(ren)  
13 (is (are) or is (are) not)

14 presently ARE NOT on Medicaid.  
15 (is/are or is/are not)

16 WIFE shall maintain health insurance on the child(ren) through their  
17 (Husband or Wife or both parents)  
18 employment.

19 The parties shall each share, equally, any health expenses incurred on behalf of the child(ren)  
20 that are not covered by insurance, and each party shall be responsible for one half of the deductible and  
21 one half of the insurance premium.

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XII

**Division of Assets**

*Both parties must initial ONLY ONE of the statements below. Print "Not Applicable" in the spaces you do not use. Be sure to address all retirement accounts, bank accounts and vehicles. Include VIN numbers when listing vehicles.*

26 1. NOT APPLICABLE All of the community assets and property have been previously divided and  
27 Husband Wife each is to keep the property they have in their possession at this time.

28 2. NOT APPLICABLE There is no community property to be divided.  
Husband Wife

3. MAE - 7.9 The community property should be divided as follows:  
Husband Wife (Include retirement accounts, bank accounts and vehicles with VIN numbers)

**WIFE SHALL RECEIVE THE FOLLOWING:**

**\*THE FAMILY RESIDENCE LOCATED AT 2767 LA CANADA ST., LAS VEGAS NEVADA. WIFE SHALL REFINANCE THE PROPERTY UNDER HER SOLE NAME WITHIN THREE MONTHS FROM THE DATE OF DECREE OF DIVORCE. WIFE SHALL RETAIN 50% OF THE EQUITY, SUBJECT TO ANY ENCUMBRANCES THEREON. TO THE EFFECT OF REFINANCING UNDER HER SOLE NAME, HUSBAND SHALL DELIVER EXECUTED QUIT-CLAIM DEED TO WIFE.**

**AND FILING DIVORCE.**

**\*WIFE SHALL KEEP 2006 NISSAN/ALTIMA IN HER POSSESSION.**

**HUSBAND SHALL RECEIVE THE FOLLOWING:**

**\*50% OF THE REMAINING EQUITY IN THE FAMILY RESIDENCE, LOCATED AT 2767 LA CANADA ST., LAS VEGAS, NV, SUBJECT TO ENCUMBRANCES THEREON. \*HUSBAND SHALL KEEP THE 1996 CHEVY SILVERADO TRUCK IN HIS POSSESSION IN EXCHANGE OF PAYING FOR THE \$700.00 LEGAL FEES AND THE HOME DEPOT DEBT.**

(If more room is needed, attach additional sheets but make sure the sheets are clearly identified as a continuation of the division of assets. Write only on one side of the page of additional sheets and each additional sheet must be initialed by both parties.)

XIII.

**Division of Debts**

***Both parties must initial ONLY ONE of the statements below. Print "not applicable" in the spaces you do not use. Be sure to list all credit cards with the last four numbers of each account, if known.***

1. **NOT APPLICABLE** All of the community debts have been previously divided and each is to  
Husband      Wife      keep those debts assigned to them and hold the other party harmless from  
those debts.

2. **NOT APPLICABLE** There are no community debts to be divided.  
Husband      Wife

3. **MAE** **268** The community debts should be divided as follows: (Be sure to list specific  
Husband      Wife      debts with the last four numbers of the account, if available.)

**WIFE SHALL RECEIVE THE FOLLOWING DEBTS  
AS HER SOLE AND SEPARATE DEBTS:**

- DEBT WITH UNITED NISSAN CORP.  
FOR 2006 NISSAN/ALTIMA IN HER  
POSSESSION.

- ANY AND ALL DEBTS INCURRED  
UNDER HER OWN NAME.

**HUSBAND SHALL RECEIVE THE FOLLOWING DEBTS  
AS HIS SOLE AND SEPARATE DEBTS:**

- DEBT WITH LONG BEACH  
ACCEPTANCE FOR 2006 NISSAN/  
SENTRA IN HIS POSSESSION.

- ANY AND ALL DEBTS INCURRED  
UNDER HIS OWN NAME.

- DEBT WITH HOME DEPOT  
- DEBT FOR LEGAL FEES INCURRED  
FOR PREPARATION AND FILING  
OF DIVORCE DOCUMENTS.

(If more room is needed, attach additional sheets but make sure the sheets are clearly identified as a  
continuation of the division of debts. Write only on one side of the page on additional sheets and  
each additional sheet must be initialed by both parties.)

(The following statement must be initialed by both parties)

MAB Lbg  
Husband Wife Petitioners hereby certify that they have disclosed all community assets and debts and that there are no other community assets or debts for this Court to divide.

XIV.

**Spousal Support (Alimony)**

Both parties must initial only ONE of the following statements. If you initial one of the statements which makes a provision for spousal support, be sure to fill in all the spaces in that statement. **DO NOT LEAVE ANY SPACES BLANK IN THIS SECTION. PRINT "NOT APPLICABLE" IN ALL SPACES THAT ARE NOT APPLICABLE TO YOU.**

MAB Lbg  
Husband Wife Each of the Petitioners hereby give up any and all right to spousal support (Alimony) or any other monetary claim each may have against the other for support or maintenance.

NOT APPLICABLE  
Husband Wife Wife shall receive spousal support in the amount of \$ N/A per  
(Amount Wife to receive)  
NOT APPLICABLE, due and payable on the N/A of each  
(Week or month) (Date amount due)  
NOT APPLICABLE for a period of NOT APPLICABLE  
(Week or month) (Number of weeks, months or years)  
The spousal support shall begin on NOT APPLICABLE  
(Date spousal support to begin)  
and end on NOT APPLICABLE  
(Date last spousal support payment will be made)

NOT APPLICABLE  
Husband Wife Husband shall receive spousal support in the amount of \$ N/A  
(Amount Husband to receive)  
per NOT APPLICABLE due and payable on the N/A of each  
(Week or month) (Date amount due)  
NOT APPLICABLE for a period of NOT APPLICABLE  
(Week or month) (Number of weeks, months or years)



The spousal support shall begin on NOT APPLICABLE  
(Date spousal support to begin)

and end on NOT APPLICABLE  
(Date last spousal support payment will be made)

XV.

**Former Name**  
*Initial ONLY ONE of the following statements and print "not applicable" in the spaces not filled in.*

NOT APPLICABLE

Husband      Wife

Wife does not wish to return to her former name.

445

Husband

L C G  
Wife

Wife wishes to return to her former name of

LILIANA CAROLINA GARCIA

NOT APPLICABLE

Husband      Wife

Wife never changed her name and, therefore, does not request restoration of her former name.

XVI.

Petitioners hereby request that this Court enter a Decree of Divorce, incorporating into that Decree the provisions made herein.

XVII.

It is understood by the Petitioners that entry of Decree of Divorce constitutes a final adjudication of the rights and obligations of the parties with respect to the status of the marriage.

Petitioners each expressly give up their respective rights to receive written Notice of Entry of any Decree and Judgment of Divorce and Petitioners give up their right to request a formal Findings of Fact and Conclusions of Law, or to appeal any Judgment or Order of this Court made and entered in these proceedings or the right to move for a new trial.

XVIII.

It is further understood by the Petitioners that a final Decree of Divorce entered by this summary procedure does not prejudice or prevent the rights of either Petitioner to bring an action to set aside the final decree for fraud, duress, accident, mistake or the grounds recognized at law or in equity.

WHEREFORE, Petitioners pray as follows:

1. That the parties be granted a decree of divorce and that each of the petitioners be restored to the status of single, unmarried persons.
2. That the terms agreed upon in this Joint Petition be included in the Decree.

DATE: 7/18/07  
(Date signed by Wife)

[Signature]  
(Wife's signature)

2767 LA CANADA ST.  
(Wife's address)

LAS VEGAS, NV 89109

DATE: 7/18/07  
(Date signed by Husband)

[Signature]  
(Husband's signature)

2767 LA CANADA ST.  
(Husband's address)

LAS VEGAS, NV 89109

**WIFE'S VERIFICATION**

STATE OF NEVADA )

)ss:

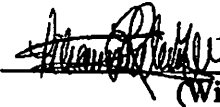
County of CLARK )

LILIANA C. GONZALEZ

(Wife's name)

penalties of perjury, deposes and says:

I am the Petitioner herein, and I have read the foregoing Joint Petition For Summary Decree of Divorce and know the contents thereof; that the same is true to the best of my own knowledge, except as to those matters therein stated upon information and belief, and as to those matters, I believe them to be true.

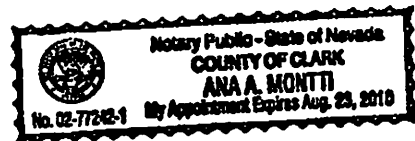


(Wife's signature)

SUBSCRIBED and SWORN to before me

this 18<sup>th</sup> day of July, 2007.

  
NOTARY PUBLIC



STATE OF NEVADA )

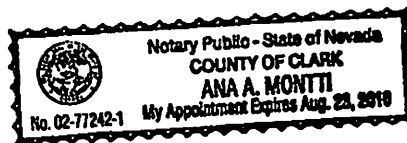
)ss:

County of CLARK )

On this 18<sup>th</sup> day of July, 2007, personally appeared before me, a Notary Public, LILIANA C. GONZALEZ, known or (Wife's name)

proved to me to be the person who executed the foregoing Joint Petition For Summary Decree of Divorce, and who acknowledged to me that she did so freely and voluntarily and for the uses and purposes herein stated.

  
NOTARY PUBLIC



**HUSBAND'S VERIFICATION**

STATE OF NEVADA )  
 )ss:  
County of CLARK )

MIGUEL A. GONZALEZ

(Husband's name)

penalties of perjury, deposes and says:

I am the Petitioner herein, and I have read the foregoing Joint Petition For Summary Decree of Divorce and know the contents thereof; that the same is true to the best of my own knowledge, except as to those matters therein stated upon information and belief, and as to those matters, I believe them to be true.

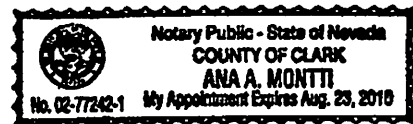
  
(Husband's signature)

SUBSCRIBED and SWORN to before me

this 18<sup>th</sup> day of July, 2007.



NOTARY PUBLIC



STATE OF NEVADA )  
 )ss:  
County of CLARK )

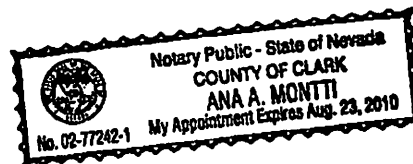
On this 18<sup>th</sup> day of July, 2007, personally appeared

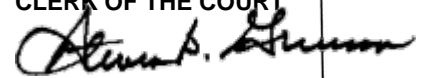
before me, a Notary Public, MIGUEL A. GONZALEZ, known or proved to me  
(Husband's name)

to be the person who executed the foregoing Joint Petition For Summary Decree of Divorce, and who acknowledged to me that he did so freely and voluntarily and for the uses and purposes herein stated.



NOTARY PUBLIC





000  
BYRON L. MILLS, ESQ.  
Nevada Bar No. 6745  
DANIEL W. ANDERSON, ESQ.  
Nevada Bar No. 9955  
MILLS & ANDERSON.  
703 S. 8<sup>TH</sup> STREET  
Las Vegas NV 89101  
(702) 386-0030  
Attorneys for Plaintiff

**DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA**

LILIANA C. GONZALEZ nka  
LILIANA C. GARCIA

Plaintiff,

v.

MIGUEL A. GONZALEZ,

Defendant.

CASE NO.: D-07-376585-Z  
DEPT. NO.: F

Hearing Date:  
Hearing Time:

**NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDER-SIGNED WITH A COPY OF YOUR RESPONSE WITHIN 14 DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN 14 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**

**MOTION TO ENFORCE DECREE OF DIVORCE AND OTHER RELATED RELIEF, AND NOTICE OF MOTION**

**ORAL ARGUMENT REQUESTED: YES ☒ NO ☐**

COMES NOW the Plaintiff, LILIANA C. GONZALEZ nka LILIANA C. GARCIA, by and through BYRON L. MILLS, ESQ., of the law firm of MILLS & ANDERSON her attorneys, and pursuant to the Nevada Revised Statutes and Eighth

Judicial District Court Rules cited hereinbelow, hereby respectfully moves this Honorable Court for the following:

- 1) An Order of the Court directing Defendant to sign a Quitclaim Deed in favor of the Plaintiff on 2767 La Canada Street in exchange for 50% of the equity existing at the time of entry of the Decree;
- 2) For an Order of the Court awarding Plaintiff attorney's fees and costs in the amount of \$2,500.00.
- 3) For such other and further relief as the Court deems just and proper in the premises.

This Motion is made and based upon the papers and pleadings on file herein, Points and Authorities cited below, and the Affidavit of Plaintiff, attached hereto, and any oral argument entertained by the Court at hearing.

DATED this 4<sup>th</sup> day of August 2020.

By:

MILLS & ANDERSON

  
BYRON L. MILLS, ESQ.  
Nevada Bar No. 6745  
DANIEL W. ANDERSON, ESQ.  
Nevada Bar No. 9955  
703 S, 8<sup>TH</sup> STREET  
Las Vegas, Nevada 89101  
(702) 386-0030  
Attorneys for Plaintiff

## POINTS AND AUTHORITIES

### I.

#### STATEMENT OF FACTS

The Plaintiff, LILIANA C. GARCIA (Liliana), and the Defendant MIGUEL A. GONZALEZ (Miguel) were divorced by Decree of Divorce filed July 30, 2007. The  
////

1 Decree contains the following provisions relevant to this motion:

2 **WIFE SHALL RECEIVE THE FOLLOWING:**

3 The Family residence located at 2767 La Canada St, Las Vegas Nevada.  
4 Wife shall refinance a property under her sole name within three  
5 months from the date of decree of divorce. Wife shall retain 50% of the  
6 equity, subject to any encumbrances thereon. To the effect of  
7 refinancing under her sole name, husband shall deliver executed quit  
claim deed to wife.

8 **HUSBAND SHALL RECEIVE THE FOLLOWING:**

9 50% of the remaining equity in the family residence located at 2767 La  
10 Canada St. Las Vegas NV subject to encumbrances thereon.

11 Pursuant to the foregoing language, Miguel was to sign a quitclaim deed in favor of  
12 Liliana to allow her to refinance the family residence within three months of entry of the  
13 decree. However, the parties continued to live together in the residence into 2008 and  
14 Miguel never signed the quitclaim deed. As such, the home has remained titled in both  
15 Liliana and Miguel's name since entry of the Decree of divorce in 2007. Liliana has  
16 continued to pay the mortgage and all associated expenses for the home since 2008 after  
17 Miguel's departure, while Miguel has contributed nothing toward the home's expenses.

18 Counsel contacted Miguel via 5.501 letter and requested that he sign a quitclaim  
19 deed in exchange for \$5000, which is the estimated value of Miguel's equity share that  
20 existed at the time the decree was entered. The parties had refinanced the home in 2006  
21 at the height of the market and withdrew approximately \$50,000 in equity.<sup>1</sup> As the Court  
22 is aware, market values plummeted in 2007 and, because of the cash out refinance in  
23

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24  
25  
26 <sup>1</sup> Miguel maintained control over this money, which he used to make unpermitted improvements to the  
27 home and eventually, with Liliana's financial assistance, used to purchase a new home in 2008.  
28 However, Miguel failed to make the payments on the second home and in it went into foreclosure.



1 2006, the parties' home had little to no equity remaining by the time the decree was  
2 entered on July 30, 2007.

3 Miguel, through counsel, refused the offer and demanded 50% of the current existing  
4 equity in exchange for the quitclaim deed. Miguel's demand is clearly not what was  
5 intended at the time the decree was entered, nor is it supported by Nevada law. As such,  
6 Liliana has no choice but to file this motion Seeking the court's assistance in compelling  
7 Miguel to sign the quick claim deed so that she can refinance the home in her own name.

8 Based on the foregoing facts and argument set forth below, Liliana respectfully  
9 requests that the Court order Miguel to sign a quitclaim deed in Liliana's favor or  
10 authorize the Clerk of the Court to sign on Miguel's behalf. The Court should further  
11 order Liliana to pay Miguel the sum of \$5000 for his share in the equity of the residence.  
12 Finally, the Court should award Liliana attorney's fees and costs associated with this  
13 motion in the amount of \$2500.

## 14 II.

### 15 ARGUMENT

#### 16 A. The Court should Order Miguel to Sign a Quitclaim Deed on 2767 La Canada 17 Street in Liliana's Favor.

18 This Court has Continuing jurisdiction to enforce orders in the decree of divorce  
19 pursuant to NRS 125.240:

#### 21 **NRS 125.240 Enforcement of judgment and orders: Remedies.**

22 The final judgment and any order made before or after judgment may  
23 be enforced by the court by such order as it deems necessary. A receiver  
24 may be appointed, security may be required, execution may issue, real  
25 or personal property of either spouse may be sold as under execution in  
26 other cases, and disobedience of any order may be punished as a  
27 contempt.

28 In this case, Liliana is requesting that the court issue in order directing Miguel to  
immediately sign a quit claim deed in Liliana's favor on the 2767 La Canada property.



1 This property was awarded to Liliana out right in the decree and, although Liliana is  
2 required to refinance the property, she cannot do so without Miguel signing the  
3 quitclaim deed in her favor. The decree directs Miguel to sign a quitclaim deed to  
4 facilitate the refinance and his failure to do so excuses Liliana's delay in refinancing the  
5 property.

6 Miguel's contention that he should receive 50% of the current equity is without  
7 merit. As a practical matter, Miguel has contributed nothing to the residence since  
8 leaving in 2008. In fact, he already received much of the equity value in the home when  
9 the parties refinanced in 2006 just a year before they divorced. Miguel used a portion  
10 the refinance money to purchase a new home in 2008 that he eventually let go into  
11 foreclosure. As such, there is no factual basis for Miguel to claim that he is entitled to  
12 50% of the existing equity in the home.

13 There is also no legal basis for Miguel to make this claim. NRS 125.150 makes it  
14 clear that the Court makes a division of existing community property "in granting a  
15 divorce...". Absent some specific language in the decree to the contrary, the division  
16 occurs at the time the decree is entered. The only time language used in the Decree is  
17 the provision giving Liliana up to 3 months to refinance the home and pay Miguel his  
18 equity, assuming that Miguel had signed the quitclaim deed to allow the refinance. As  
19 such, the latest possible date that Miguel's equity could have been calculated would  
20 have been October 30, 2007, which was 3 months after entry of the decree.

21 There are no facts, statutes or caselaw that support Miguel's demand for 50% of  
22 the existing equity. To grant such a request would not be an "equal distribution" as  
23 required under Nevada law. Rather, it would result in a windfall to Miguel based on 12  
24 years of equity increase due to Liliana's efforts to pay down the mortgage and separate  
25 property appreciation. Miguel is entitled to nothing more than what was originally  
26 ordered, which was 50% of the equity existing in July 30, 2007 when the decree of  
27 divorce was entered.

1 Should Miguel refuse to cooperate and sign the quit claim deed, the Court can  
2 authorize the clerk of the court to sign on Miguel's behalf pursuant to NRCP 70:

3 **RULE 70. JUDGMENT FOR SPECIFIC ACTS; VESTING TITLE**

4 If a judgment directs a party to execute a conveyance of land or to  
5 deliver deeds or other documents or to perform any other specific act  
6 and the party fails to comply within the time specified, the court may  
7 direct the act to be done at the cost of the disobedient party by some  
8 other person appointed by the court and the act when so done has like  
9 effect as if done by the party. On application of the party entitled to  
10 performance, the clerk shall issue a writ of attachment or sequestration  
11 against the property of the disobedient party to compel obedience to the  
12 judgment. The court may also in proper cases adjudge the party in  
13 contempt. If real or personal property is within the State, the court in  
14 lieu of directing a conveyance thereof may enter a judgment divesting  
15 the title of any party and vesting it in others and such judgment has the  
16 effect of a conveyance executed in due form of law. When any order or  
17 judgment is for the delivery of possession, the party in whose favor it  
18 is entered is entitled to a writ of execution or assistance upon  
19 application to the clerk.

20 The foregoing rule provides the court with authority to either direct the clerk of  
21 the court to sign on Miguel's behalf, or to enter a judgment divesting Miguel of title on  
22 the property and vesting it solely in Liliana. For simplicity sake, Liliana requests that if  
23 Miguel refuses to sign the quit claim deed at the clerk of the court be directed to sign on  
24 his behalf.

25 **B. The Court Should Award Liliana with Attorney's Fees and Costs.**

26 This motion was necessitated by Miguel's conduct. Liliana has requested in  
27 writing that Miguel simply sign a quitclaim deed in exchange for his share of the equity,  
28 which is all that the Decree requires. This is a simple issue that could have and should  
have been resolved by communication directly between the parties. However, Miguel  
has chosen not to participate. Liliana is therefore requesting attorney's fees and costs  
associated with this action in the amount of \$2,500.00.

Below are the *Brunzell* factors for the Court's consideration:

(1) the advocate's qualities, including ability, training, education, experience, professional standing, and skill;

All the attorneys at Mills & Anderson regularly practice in family law and regularly participate in CLE to stay current with the most recent changes in the law. MILLS & Anderson collectively has over 50 years of family law practice experience and all attorneys at the firm will likely be utilized at various stages in the case. No disciplinary action of any kind has been taken against any of the firm's lawyers during that time.

(2) *the character of the work to be done; and (3) the work actually performed by the lawyer;*

Liliana's attorneys have prepared all the substantive pleadings in this matter, researched and cited all appropriate law, with correct analysis and application of the law to the facts. They have met with Liliana in consultation and will be present at all hearings in this matter. The firm's actions have been in accordance to the highest ethical practices and consistent with the Nevada Rules of Professional Conduct.

(4) *the result, whether the attorney was successful and what benefits were derived.*

Liliana anticipates a successful result at hearing as her requests are consistent with and supported by Nevada law. Liliana therefore requests an award of fees in an amount of \$2,500.00 and will submit a post-hearing memorandum at the Court's request.

### III

## CONCLUSION

WHEREFORE, the Plaintiff, LILIANA C. GONZALEZ NKA LILIANA C. GARCIA, respectfully requests that this Court enter the following orders:

1) An Order of the Court directing Defendant to sign a Quitclaim Deed in favor of the

1 Plaintiff on 2767 La Canada Street in exchange for 50% of the equity existing at the  
2 time of entry of the Decree;

3 2) For an Order of the Court awarding Plaintiff attorney's fees and costs in the amount  
4 of \$2,500.00.

5 3) For such other and further relief as the Court deems just and proper in the premises.

6 DATED this 4<sup>th</sup> day of August 2020.

7 MILLS & ANDERSON

8  
9 By:



10 BYRON L. MILLS, ESQ.

11 Nevada Bar No. 6745

12 DANIEL W. ANDERSON, ESQ.

13 Nevada Bar No. 9955

14 703 S. 8<sup>th</sup> Street

15 Las Vegas, Nevada 89101

16 (702) 386-0030

17 Attorneys for Plaintiff

1                   **AFFIDAVIT OF LILIANA C. GARCIA IN SUPPORT OF MOTION**

2       STATE OF NEVADA   )  
3                                       : ss.  
4       COUNTY OF CLARK   )

5           LILIANA C. GARCIA, being first duly sworn according to law, deposes and says:

- 6
- 7       1. I have provided all the information, dates and incidents for use in this Motion and
- 8           state under oath that the information contained therein and which I have read,
- 9           corrected and approved, is true and correct to the best of my knowledge.
- 10       2. That based on my knowledge, belief and information and as though repeated
- 11           herein by my affidavit, I incorporate the facts and incidents of the motion as
- 12           though fully reprinted in this affidavit.

13       WHEREFORE, I respectfully request that this Court grant the relief requested.

14

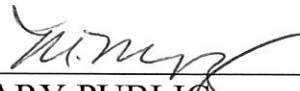
15       FURTHER AFFIANT SAYETH NAUGHT.

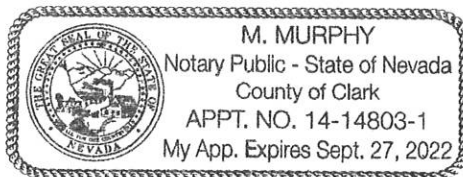
16

17                                       

LILIANA C. GARCIA

18       DATED this 04 day of August, 2020.

19                                         
20       NOTARY PUBLIC  
21       For Said County and State



MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

Eliana C. Gonzalez

Plaintiff/Petitioner

v.

Miguel A. Gonzalez

Defendant/Respondent

Case No. D-07-376585-2

Dept. F

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.

<input checked="" type="checkbox"/> S25	The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
-OR-	
<input type="checkbox"/> S0	The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
<input type="checkbox"/>	The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
<input type="checkbox"/>	The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
<input type="checkbox"/>	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 _____.
<input type="checkbox"/>	Other Excluded Motion (must specify) _____.

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

<input checked="" type="checkbox"/> S0	The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
<input type="checkbox"/>	The Motion/Opposition is being filed in a case that was not initiated by joint petition.
<input type="checkbox"/>	The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
-OR-	
<input type="checkbox"/> S129	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-	
<input type="checkbox"/> S57	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.

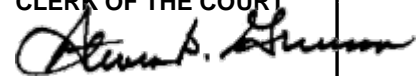
Step 3. Add the filing fees from Step 1 and Step 2.

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

☐ S0 ☒ S25 ☐ S57 ☐ S82 ☐ S129 ☐ S154

Party filing Motion/Opposition: Plaintiff Date 8/5/20

Signature of Party or Preparer /s/ Byron L. Mills



1 OPPC  
2 The Grigsby Law Group  
3 A Professional Corporation  
4 Aaron D. Grigsby, Esq.  
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6 2880 W. Sahara Ave,  
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11 Attorney for Miguel A. Gonzalez

12 DISTRICT COURT  
13 FAMILY DIVISION  
14 CLARK COUNTY, NEVADA

15 LILIANA C. GONZALEZ,

16 Plaintiff,

Case No. D-07-376585-Z

17 vs.

Dept. No. F

18 MIGUEL A. GONZALEZ,

19 Defendant,

20 OPPOSITION TO MOTION TO ENFORCE DECREE OF DIVORCE AND  
21 OTHER RELATED RELIEF AND COUNTERMOTION FOR ATTORNEY'S

22 FEES AND COSTS

23 COMES NOW, Defendant, Miguel A. Gonzalez  
24 (hereinafter "Miguel" or "Mr. Gonzalez"), by and  
25 through his counsel, Aaron D. Grigsby, Esq. of the  
26 Grigsby Law Group A.P.C, in Opposition to Motion to  
27 Enforce Decree of Divorce and Other Related Relief  
28 and Countermotion to Strike and for Attorney's Fees  
and Costs. This Opposition and Countermotion are  
made and based upon the attached Points and

1 Authorities, Pleadings and papers on file in this  
2 action.

3 **MEMORANDUM OF POINTS AND AUTHORITIES**

4 **I. Introduction**

5 Plaintiff's Motion is replete with half-truths,  
6 misstatements and unsupported generalities. Her  
7 Motion cites no relevant law to support the claims  
8 made therein. Plaintiff's legal reasoning is either  
9 defective or non-existent as to the issues before the  
10 court. Her "facts" are backed by little tangible  
11 evidence and are largely irrelevant to the outcome of  
12 the issues in this case. We will nevertheless step  
13 through and refute, point by point, the facts and law  
14 randomly flung in the pending Motion.

15 Plaintiff has filed a pleading devoid of accurate  
16 facts and contrary to applicable law. The irony is  
17 this case does not need nor deserve the level of  
18 litigation and hostility Plaintiff is trying to  
19 create. Such litigious and punitive acts are in fact  
20 part of Plaintiff's modus operandi designed to vex,  
21 harass and annoy Miguel Gonzalez.

22 **II. Enforcement of the Decree of Divorce**

23 The parties were divorced by stipulated Decree on  
24 July 20, 2007<sup>1</sup>. Plaintiff appears to be proceeding  
25 under the supposition that this court has  
26

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27 <sup>1</sup>It is requested that pursuant to NRS 47.130(b) this Court take judicial  
28 notice of the Decree of Divorce filed January 26, 2011.



1 "[c]ontinuing jurisdiction to enforce orders in the  
2 decree of divorce pursuant to NRS 125.240." The  
3 undersigned on behalf of Mr. Gonzalez unsuccessfully  
4 attempted to disabuse Plaintiff of her fanciful  
5 notion prior to the filing of her frivolous motion.  
6 Plaintiff's attempt to enforce the property division  
7 provisions the 2007, Decree of Divorce is not only  
8 barred by the six (6) year statute of limitations<sup>2</sup> but  
9 contrary to the plain language of their contractual  
10 arrangement.

11 The Nevada Supreme Court has stated that "the  
12 Nevada Legislature did not grant the family divisions  
13 of the district courts the authority to endlessly  
14 enforce divorce decrees except where the Legislature  
15 specifically provided for enforcement regardless of  
16 the age of the claim<sup>3</sup>." Plaintiff has filed her  
17 Motion to Enforce approximately thirteen (13) years  
18 after the Decree of Divorce. Additionally, the Court  
19 also held that NRS 125.240 does not apply to the  
20 enforcement of a Decree of Divorce.

21 Alternatively, Plaintiff contends that the Decree  
22 of Divorce somehow limited Miguel Gonzalez's interest  
23 to the value of the real property as it was in 2007.  
24 Plaintiff presents no evidence as to what the value  
25 of the property at issue was in 2007. The figure  
26

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27 <sup>2</sup> NRS 11.190(1)(a)

28 <sup>3</sup> Davidson v. Davidson, 132 Nev. 709, 382 P.3d 880, 884 (2016)

1 outlined in her motion of five thousand dollars  
2 (\$5,000.00) appears to be nothing other than rank  
3 speculation on behalf of Plaintiff. It also fails to  
4 recognize and acknowledge that Miguel Gonzalez was  
5 disadvantaged by having the encumbrance on the  
6 property remain on his credit for the last thirteen  
7 (13) years. Mr. Gonzalez has been unable to finance  
8 his own home due to being on the loan for the real  
9 property at issue. Finally, Plaintiff's contention  
10 to this Court is contrary to the language of the  
11 parties contractual agreement.

### 12 **III. Enforcement of the Parties Contract**

13 When parties to pending litigation enter into a  
14 settlement, they enter into a contract<sup>4</sup>. "A  
15 settlement agreement is an agreement to terminate or  
16 forestall all or part of a lawsuit. A settlement  
17 contract also has the attributes of a judgment in  
18 that it is decisive of the rights of the parties and  
19 serves to bar reopening of the issues settled. Absent  
20 a fundamental defect in the agreement itself the  
21 terms are binding on the parties<sup>5</sup>." "While a  
22 settlement agreement will not necessarily involve a  
23 judicial determination, it does resolve the relative  
24 legal rights and liabilities of the parties,

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27 <sup>4</sup> Mack v. Estate of Mack, 125 Nev. 80, 95, 206 P.3d 98, 108 (2009)

28 <sup>5</sup> Brown v. Bryant, Inc., 24 Cal.App.4<sup>th</sup>

1 eliminating the need to try any issues resolved by  
2 the agreement<sup>6</sup>."

3 Nevada law has long held that parties free to  
4 enter into contracts so long as their contracts are  
5 not unconscionable, illegal, or in violation of  
6 public policy<sup>7</sup>. Nevada favors the settlement of  
7 disputes by agreement of the parties and, ordinarily,  
8 will enforce the Agreement which the parties have  
9 made, absent any fraud, mistake, or overreaching.  
10 This is as true of agreements made in the process of  
11 the termination of the marriage by divorce as of any  
12 other kind of negotiated settlement.

13 A district court has authority to enter a Decree  
14 of Divorce pursuant to the terms agreed to by the  
15 parties. As set forth in May v. Anderson:

16 Because a settlement agreement is a contract,  
17 its construction and enforcement are governed  
18 by principles of contract law. Basic  
19 contract principles require, for an  
20 enforcement contract, an offer and  
21 acceptance, meeting of the minds, and  
22 consideration. With respect to contract  
23 formation, preliminary negotiations do not  
24 constitute a binding contract unless the  
25 parties have agreed to all material terms. A  
26 valid contract cannot exist when material  
27 terms are lacking or insufficiently certain  
28 and definite. A contract can be formed,  
however, when the parties have agreed to the  
material terms, even though the contract's

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<sup>6</sup> Power Co. v. Henry, 130 Nev. 182, 188, 321 P.3d 858, 862 (2014)

<sup>7</sup> D.R. Horton, Inc. V. Green, 120 Nev. 549, 558, 96 P.3d 1159, 1165 (2004)

1 exact language is not finalized until later.  
2 In the case of a settlement agreement, a  
3 court cannot compel compliance with material  
4 terms remain uncertain. The court must be  
5 able to ascertain what is required of the  
6 respective parties<sup>8</sup>.

7 Where a document is clear on its face, it will be  
8 construed from the written language and enforced as  
9 written<sup>9</sup>. The written language of Decree of Divorce  
10 clearly outlines all of the terms of the settlement  
11 agreement. Contracts will be construed from their  
12 written language and enforced as written<sup>10</sup>.

13 Nevada law has held that a party assumes the risk  
14 of entering into a contract. "If [a] party is aware  
15 at the time he enters into a contract 'that he has  
16 only limited knowledge with respect to the facts to  
17 which the mistake relates but treats his limited  
18 knowledge as sufficient,'" the court will allocate  
19 the risk of the mistake to that party<sup>11</sup>. Plaintiff is  
20 a sophisticated adult who is represented by legal  
21 counsel with decades of experienced in dealing with  
22 the legal system. Subsequent to viewing the language  
23 in the Decree, Plaintiff should be aware that he

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24 <sup>8</sup> May v. Anderson, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005)

25 <sup>9</sup> Ellison v. California State Auto Ass'n, 106 Nev. 601, 603, 797 P.2d 975,  
26 977 (1990)

27 <sup>10</sup> Kaldi v. Farmers Ins. Exch., 117 Nev. 273, 278, 21 P.3d 16, 20 (2001)

28 <sup>11</sup> Land Baron Inv., Inc. v. Bonnie Springs Family LP, 131 Nev. Adv. Op. 69,  
356 P.3d 511, 517 (2015)

1 position is not well grounded in law or fact.

2 Where "a written contract is clear and unambiguous  
3 on its face, extraneous evidence cannot be introduced  
4 to explain its meaning<sup>12</sup>." "[T]he existence of a  
5 separate oral agreement as to any matter on which a  
6 written contract is silent, and which is not  
7 inconsistent with its terms, may be proven by  
8 parol<sup>13</sup>.'" An analysis of the July 30, 2007, Decree of  
9 Divorce demonstrates clear and unambiguous terms  
10 resolving the outstanding issues contained in this  
11 matter. Specifically the Decree of Divorce states in  
12 pertinent part that Miguel Gonzalez shall receive "50%  
13 of the remaining equity in the family residence  
14 located at 2767 La Canada St., Las Vegas Nevada  
15 subject to encumbrances thereon." There is no  
16 language limiting Mr. Gonzalez's interest to a  
17 specific period in time.

18 In fact, the only limiting language in the Decree  
19 is where Plaintiff is given "three months from the  
20 date of the Decree of Divorce" to refinance the  
21 property. Plaintiff failed to refinance the residence  
22 within the time period specified by the Decree of  
23 Divorce. As such, both parties still retain undivided  
24 interest in the property located at 2767 La Canada  
25

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26 <sup>12</sup>Geo. B. Smith Chemical v. Simon, 92 Nev. 580, 582, 555 P.2d 216, 216 (1976)

27 <sup>13</sup>Crow-Spieker #23 v. Robinson, 97 Nev. 302, 305, 629 P.2d 1198, 1199 (1981)  
28 (quoting Alexander v. Simmons, 90 Nev. 23, 24, 518 P.2d 160, 161 (1974))

1 Street. Further, Plaintiff's argument that equality  
2 dividing the value of the property at issue is "not  
3 what was intended at the time the [D]ecree was  
4 entered" is inadmissible parol evidence.

#### 5 VI. PAROL EVIDENCE

6 "The parol evidence rule forbids the reception of  
7 evidence which would vary or contradict the contract,  
8 since all prior negotiations and agreements are deemed  
9 to have been merged therein.<sup>14</sup> Evidence can be  
10 received which does not contradict the written  
11 instrument, but which refers to the very existence of  
12 the contract and tends to show that no valid and  
13 effective contract ever existed<sup>15</sup>. Where "a written  
14 contract is clear and unambiguous on its face,  
15 extraneous evidence cannot be introduced to explain  
16 its meaning<sup>16</sup>." "[T]he existence of a separate oral  
17 agreement as to any matter on which a written contract  
18 is silent, and which is not inconsistent with its  
19 terms, may be proven by parol<sup>17</sup>."

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23 <sup>14</sup> Daly v. Del E. Webb Corp., 96 Nev. 359, 361, 609 P.2d 319, 320 (1980).

24 <sup>15</sup> Id. at 362, 609 P.2d at 320 (construing Child v. Miller, 74 Nev. 223, 327  
25 P.2d 342 (1958))

26 <sup>16</sup> Geo. B. Smith Chemical v. Simon, 92 Nev. 580, 582, 555 P.2d 216, 216 (1976)

27 <sup>17</sup> Crow-Spieker #23 v. Robinson, 97 Nev. 302, 305, 629 P.2d 1198, 1199 (1981)  
28 (quoting Alexander v. Simmons, 90 Nev. 23, 24, 518 P.2d 160, 161 (1974))

1 The parol evidence rule is a rule of "substantive  
2 law and not merely one of evidence<sup>18</sup>." When the Nevada  
3 Supreme Court defined the parol evidence rule as one  
4 of substantive law it completely removed the  
5 discretion of this Court to hear parol evidence. As  
6 such Plaintiff can not offer any evidence that would  
7 contradict the terms of the stipulated Decree of  
8 Divorce and this Court is prohibited from hearing any  
9 such evidence even if the Court would find the  
10 information helpful in making its determination. Any  
11 such testimony would be irrelevant and subject to  
12 objection under Nevada law<sup>19</sup>.

13 **V. FAILURE TO FILE FINANCIAL DISCLOSURE FORM**

14 Plaintiff failed to file the required Financial  
15 Disclosure Form (hereinafter "FDF") to support her  
16 request for attorney's fees. A general FDF must be  
17 filed in support of any motion or countermotion that  
18 includes a request to establish or modify child  
19 support, spousal support, fees and allowances,  
20 exclusive possession of a residence, or any matter  
21 involving money to be paid by a party<sup>20</sup>. A FDF must  
22 be filed within 2 judicial days of the filing of the  
23

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24 <sup>18</sup> State ex rel. List v. Courtesy Motors, 95 Nev. 103, 106, 590 P.2d 163, 165  
25 (1979); Alling v. Universal Mfg. Corp., 7 Cal. Rptr. 2d 718, 731 (Cal. App.  
26 1992)

27 <sup>19</sup> NRS 48.025

28 <sup>20</sup> EDCR 5.506(a)

1 motion, countermotion, or opposition it supports, and  
2 may only be filed in open court with leave of the  
3 judge upon a showing of excusable delay<sup>21</sup>. This Court  
4 is empowered to construe Plaintiff's failure to file  
5 an FDF as an admission that she is not entitled to an  
6 award of fees<sup>22</sup>.

7 **VI. Attorney's Fees for the Motion**

8 Plaintiff request attorney's fees for her  
9 defective Motion. "A litigant has no right to have  
10 his attorneys' fees paid by his opponent or  
11 opponents."<sup>23</sup> This is not a case in which Attorney's  
12 fees or cost should be awarded to the Plainitff. In  
13 Love, the Court concluded that a prevailing party on  
14 a post-decree motion may be entitled to an award of  
15 attorney's fees pursuant to NRS 18.010(2)(b).<sup>24</sup>  
16 Specifically, NRS 18.010(2)(b) allows for attorneys:

17 Without regard to the recovery sought, when  
18 the court finds that the claim, counterclaim,  
19 cross-claim or third-party complaint or  
20 defense of the opposing party was brought  
21 without reasonable ground or to harass the  
22 prevailing party.

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24 <sup>21</sup> EDCR 5.506(d)

25 <sup>22</sup> EDCR 5.606(g)

26 <sup>23</sup> Smith v. Crown Fin. Servs., 111 Nev. 277, 281, 890 P.2d 796, 771-72  
27 (1995).

28 <sup>24</sup> Love v. Love, 114 Nev. 572 (1998)



1 Miguel Gonzalez has been forced to incur  
2 additional and unnecessary attorney's fees to protect  
3 his rights and should be awarded his attorney's fees  
4 and cost in the amount of three thousand five hundred  
5 (\$3,500.00) dollars. Given the Plaintiff's filing of  
6 a frivolous Motion, Mr. Gonzalez should be awarded  
7 his fees and costs associated with this matter.

8 **COUNTERMOTION**

9 **Attorney's Fees and Costs**

10 It is respectfully submitted that Miguel A.  
11 Gonzalez is entitled to an award of attorney's fees  
12 for having to defend this matter. The Nevada Supreme  
13 Court has concluded that a prevailing party on a  
14 motion may be entitled to an award of attorney's  
15 fees<sup>25</sup> pursuant to statute<sup>26</sup>. Specifically:

16 Without regard to the recovery sought, when  
17 the court finds that the claim, counterclaim,  
18 cross-claim or third-party complaint or  
19 defense of the opposing party was brought  
20 without reasonable ground or to harass the  
prevailing party<sup>27</sup>.

21 Miguel Gonzalez has been forced to incur additional  
22 attorney's fees to protect his rights and should be  
23 awarded his attorney's fees and costs in the amount  
24 of three thousand five hundred dollars (\$3,500.00).

25 \_\_\_\_\_  
26 <sup>25</sup> Love v. Love, 114 Nev. 572 (1998)

27 <sup>26</sup> NRS 18.010(2) (b)

28 <sup>27</sup> NRS 18.010(2) (b)

1 Plaintiff's Motion is not meritorious or well-  
2 grounded in fact.

3       The Nevada Supreme Court adopted in Brunzell<sup>28</sup>,  
4 factors that should be considered by a district court  
5 in determining an award of attorney's fees. Counsel  
6 for Ittipol Muangsopa is an attorney duly licensed to  
7 practice law in the State of Nevada. The undersigned  
8 has been practicing law in the State of Nevada in  
9 excess of ten (10) years and his primary focus is and  
10 has been, family law during that entire period and no  
11 less than 80% (eighty percent) of his practice is  
12 dedicated solely to the same.

13       Miguel Gonzalez's counsel is a member of the  
14 State Bar of Nevada, the ABA, and the Family Law  
15 Section and is in good standing with the State Bar of  
16 Nevada. The undersigned has met with his client on  
17 several occasions, prepared the extensive pleadings  
18 in this matter, expended his time herein and will  
19 appear in court with Mr. Gonzalez. That while there  
20 were not unusual or novel issues that added to the  
21 expense of representation, time was of the essence  
22 and had to proceed expeditiously.

23       That the time and labor expended in this matter  
24 was counsel's own and required in the zealous  
25 representation of the client and the fee charged was  
26 customary and standard in the profession, and was  
27

28 <sup>28</sup> Brunzell v. Golden Gate National Bank, 85 Nev. 345 (1969)

1 billed hourly at the fixed rate of three hundred  
2 seventy-five (\$375.00) dollars per hour. Further,  
3 Plaintiff has filed a frivolous Motion with the  
4 obvious intent to harass Mr. Gonzalez. Miguel  
5 Gonzalez is therefore requesting three thousand five  
6 hundred (\$3,500.00) dollars in attorney's fees and  
7 costs for responding to Plaintiff's Motion.

8 **CONCLUSION**

9 Plaintiff's motion is fatally defective. Miguel  
10 Gonzalez is hereby requesting that this Court deny  
11 the entirety of relief requested in Plaintiff's  
12 Motion and award him attorney's fees, costs and  
13 sanctions.

14  
15 DATED this 16<sup>th</sup> day of August, 2020

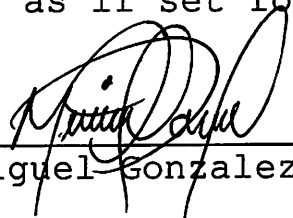
16  
17 THE GRIGSBY LAW GROUP  
18 A Professional Corporation

19  
20 By: /s/ Aaron Grigsby  
21 Aaron D. Grigsby, Esq.  
22 2880 W. Sahara Ave  
23 Las Vegas, Nevada 89102  
24 aaron@grigsbylawgroup.com  
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**DECLARATION OF MIGUEL GONZALEZ**

I, Miguel Gonzalez, do hereby declare under penalty of perjury that the assertions of this Declaration are true and correct to the best of my knowledge. As for those assertions based on belief, I believe them to be true.

1. That I am the co-petitioner in the above-referenced matter;
2. That I was forced to incur additional and unnecessary attorney's fees in defending against Plaintiff's Motion and I am requesting that this Court award me applicable fees and cost associated with this matter;
3. That I have read the foregoing Opposition and Countermotion and the factual averments it contains are true and correct to the best of my knowledge, except as to those matters based on information and belief, as to those matters, I believe them to be true. The factual averments contained in the Opposition and Countermotion are incorporated here as if set forth in full.

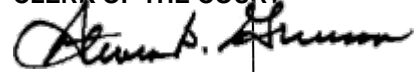
  
Miguel Gonzalez

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1 **NEO**

2 DANIEL W. ANDERSON, ESQ.  
3 Nevada Bar No. 9955  
4 BYRON L. MILLS, ESQ.  
5 Nevada Bar No. 6745  
6 MILLS & ANDERSON  
7 703 S. 8<sup>TH</sup> STREET  
8 Las Vegas NV 89101  
9 (702) 386-0030  
10 Attorney for Plaintiff  
11 attorneys@millsnv.com

8 **DISTRICT COURT**  
9 **FAMILY DIVISION**  
10 **CLARK COUNTY, NEVADA**

11 LILIANA C. GONZALEZ nka  
12 LILIANA C. GARCIA

13 Plaintiff,

14 v.

15 MIGUEL A. GONZALEZ,

16 Defendant.

CASE NO.: D-07-376585-Z  
DEPT. NO.: F

17 **NOTICE OF ENTRY OF ORDER**

18  
19 **TO: ALL PARTIES IN INTEREST**

20 **YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE** that  
21 pursuant to **N.R.C.P. Rule 58**, an **ORDER OF THE COURT** was entered in the  
22 above-entitled matter on October 21, 2020, a copy of which is attached hereto.

23 DATED this 21 day of October, 2020.

24 MILLS & ANDERSON



26 BYRON L. MILLS, ESQ.

27 Bar No. 6745

28 703 South Eighth Street

Las Vegas, Nevada 89101

Attorney for Plaintiff

1 Gonzalez  
2 D-07-376585-Z

3 **CERTIFICATE OF SERVICE**

4 I hereby certify that I am an employee of MILLS & ANDERSON and that  
5 on the 22<sup>nd</sup> day of October, service of the **NOTICE OF ENTRY OF ORDER**  
6 **and ORDER** was made by:

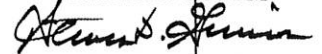
7 1. Via Electronic Service to:

8 aaron@grigsbylaw.com

9  
10 2. Via e-mail to:

11 Liliana Garcia: (lilicg72@yahoo.com)

12  
13  
14   
15 MARY O'DONNELL, an employee  
16 of MILLS & ANDERSON  
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CLERK OF THE COURT

**ORD**

BYRON L. MILLS, ESQ.

Nevada Bar#6745

MILLS &amp; ANDERSON

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

Las Vegas NV 89101

(702) 386-0030

attorneys@millsnv.com

Attorney for Plaintiff

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

LILIANA C. GONZALEZ nka  
LILIANA C. GARCIA

Plaintiff,

v.

MIGUEL A. GONZALEZ,

Defendant.

CASE NO.: D-07-376585-Z  
DEPT. NO.: F

**ORDER OF THE COURT**

Pursuant to Administrative Order 20-17, the Court may issue a decision on the papers. After review of the pleadings on file, the Court enters its Findings and Orders in a Minute Order issued September 21, 2020, which is reiterated hereinbelow. Therefore, the hearing set for September 23, 2020 is vacated.

**THE COURT FINDS** that it has personal jurisdiction over the parties and subject matter jurisdiction over the case.

**THE COURT FURTHER FINDS** that a Motion to Enforce Decree of Divorce and Other Related Relief was filed by Petitioner, Liliana Gonzalez to enforce the terms of the parties Decree of Divorce which granted her the right to the marital residence. Respondent, Javiar Gonzalez was to sign a Quitclaim Deed and Liliana was to refinance the home within 3 months.



1       **THE COURT FURTHER FINDS** that Lilian's Motion was scheduled on  
2 this Court's calendar on Wednesday September 23, 2020.

3       **THE COURT FURTHER FINDS** that an Opposition to the Motion was  
4 filed alleging that Liliana failed to timely assert her rights to the home, pursuant to  
5 *Davidson v. Davidson*, thus, she no longer had the right to 100% ownership of the  
6 home, and that she was a 50% co-owner with her ex-husband.

7       **THE COURT FURTHER FINDS** that in Miguel's Opposition, Miguel  
8 argues that he is entitled to 50% of the entirety of the home, even though Liliana  
9 was awarded the home in the Decree, has paid on the mortgage for 13 years and  
10 Miguel has made no financial contribution since the parties divorce. Miguel alleges  
11 that because there has been no quitclaim or refinance, that he is still entitled to assert  
12 his rights to the payment of the equity value of the home from 2007 and of the  
13 entirety of the increase in equity that exists from that date to now.

14       **THE COURT FURTHER FINDS** that it has considered the arguments  
15 from each party, and has weighed the facts and the law.

16       **THE COURT FURTHER FINDS** that it is persuaded by Liliana that she  
17 should prevail, as she is entitled to be transferred her ownership interest in the home,  
18 based upon the holding in *Kuptz-Blinkinsop v. Blinkinsop*, 466 P.3d 1271 (2020). In  
19 *Blinkinsop* the Court found that when there is an interest in real property that is  
20 granted, the decree is not affected by the 6-year statute of limitations.

21       **THE COURT FURTHER FINDS** in this regard that Lilian's argument is  
22 persuasive, and her Motion is hereby Granted.

23       **THE COURT FURTHER FINDS** that contemporaneously, Miguel failed  
24 to assert his rights to the money judgment owed to him in 2007, which was half of  
25 the equity at the time of the parties' divorce (alleged by Liliana to be approximately  
26 \$5000 after withdrawing equity in a loan, and the housing market crash). This Court  
27 has no information or record as it relates to the value of the home in 2007.  
28

1       **THE COURT FURTHER FINDS** that Miguel failed to assert his right for  
2 this money payment within six years of the Decree of Divorce and, therefore, is  
3 time barred from the ability to assert the right to said monies.

4       Based on the foregoing and good cause appearing,

5       **IT IS HEREBY ORDERED** that Lilian's Motion to Enforce is granted in  
6 part. Miguel is ordered to sign the Quitclaim Deed in favor of the Plaintiff on 2767  
7 La Canada Street., Las Vegas, Nevada.

8       **IT IS FURTHER ORDERED** Liliana's attorney's fees request may be  
9 placed on this Court's calendar in the form of a Motion pursuant to NRCP 54, and  
10 supported by the requisite documents and information necessary for the Court to  
11 determine the fees which were reasonable and necessary to pursue this action.

12       **IT IS HEREBY ORDERED** that Miguel's Countermotion is denied.

13       **IT IS FURTHER ORDERED** Attorney Mills to prepare the Order  
14 consistent with this Minute Order.

15       DATED this \_\_\_\_\_ day of \_\_\_\_\_ ~~Dated this 21st day of October, 2020~~

16  
17 

18       DISTRICT JUDGE  
19       A89 4A1 F094 6AC6  
20       Denise L. Gentile  
21       District Court Judge

22       Submitted by:

23       MILLS & ANDERSON

24       BY: 

25       BYRON L. MILLS, ESQ.  
26       Nevada Bar #6745  
27       703 S. 8<sup>th</sup> Street  
28       Las Vegas, Nevada 89101  
      Attorney for Plaintiff

1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA

4  
5  
6 In the Matter of the Joint Petition CASE NO: D-07-376585-Z  
7 for Divorce of: DEPT. NO. Department F  
8 GONZALEZ, LILIANA C  
9 and GONZALEZ, MIGUEL A

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District  
12 Court. The foregoing Order was served via the court's electronic eFile system to all  
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 10/21/2020

15 Aaron Grigsby aaron@grigsbylawgroup.com

16 Byron Mills modonnell@millsnv.com

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Joint Petition****COURT MINUTES**

November 30, 2020

D-07-376585-Z

In the Matter of the Joint Petition for Divorce of:

GONZALEZ, LILIANA C

and GONZALEZ, MIGUEL A

**November 30,  
2020****8:00 AM****Minute Order****HEARD BY:** Gentile, Denise L**COURTROOM:** Chambers**COURT CLERK:** Maureen Torkelson**PARTIES:**Catherine Gonzalez, Subject Minor, not  
presentGONZALEZ, LILIANA C, Petitioner, not  
presentGONZALEZ, MIGUEL A, Petitioner, not  
present

Michael Gonzalez, Subject Minor, not present

Byron Mills, Attorney, not present

Aaron Grigsby, Attorney, not present

<b>JOURNAL ENTRIES</b>
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- NRCP 1 and EDCR 1.10 state the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action. Pursuant to Administrative Order 20-17, this Court may issue a decision on the papers.

COURT FINDS that a Motion for Stay was filed on 11/9/2020; COURT FINDS that an Opposition thereto was filed on 11/17/2020. COURT FINDS that the matter is set for 12/15/2020. COURT has read and considered the papers and pleadings on file herein. COURT FINDS it is persuaded by the Plaintiff, Liliana's argument, and finds that a stay is not warranted, as Defendant has not met the 4 prong test, as set forth in NRAP 8.

Accordingly, the Motion for Stay is hereby DENIED.

The Motion presently set for December 15, 2020 is hereby VACATED.

PRINT DATE:	11/30/2020	Page 1 of 2	Minutes Date:	November 30, 2020
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**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

AA000057

CLERK'S NOTE: On 11/30/2020 a copy of the Court's Minute Order was provided to each Attorney via email, if an email address is on record with the Court; if no email address is available then the Minute Order was mailed to the physical address of record. (mt)

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

PRINT DATE:	11/30/2020	Page 2 of 2	Minutes Date:	November 30, 2020
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