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8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

9 **IN AND FOR THE COUNTY OF WASHOE**

11 **IN THE MATTER OF THE ESTATE**

Case No.: PR17-00458

12 **OF**

Dept. No.: PR

13 **JACK P SLOVAK, also known as JOHN**  
14 **PAUL SLOVAK JR, and JOHN PAUL**  
15 **SLOVAK.**

16 **NOTICE OF APPEAL**

17 Notice is hereby given Respondent Lynn Valerie Slovak appeals to the Supreme  
18 Court of Nevada from the Summary Determination Order entered in this matter on March  
19 1, 2021, attached hereto as **Exhibit 1**.

20 **AFFIRMATION**

21 The undersigned affirms this document does not contain the social security  
22 number or legally private information of any person.

23 **DATED** this 11<sup>th</sup> day of March, 2021.

24 By: /s/ Patrick R. Millsap

25 F. McClure Wallace, Esq.  
26 Nevada Bar No. 10264  
27 Patrick R. Millsap, Esq.  
28 Nevada Bar No.: 12043  
Wallace & Millsap  
Attorneys for Lynn Valerie Slovak

**CERTIFICATE OF SERVICE**

The undersigned certifies the foregoing Notice of Appeal was served upon Juanita Slovak, by and through her Legal Counsel of Record, the law firm of WOODBURN AND WEDGE, via the Court's electronic filing system "eFlex" on the date shown below.

The undersigned Counsel further certifies the foregoing Notice of Appeal was deposited in the County mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, a true and correct copy of the attached document addressed as follows:

Tyler P. Slovak  
101 Tremaine Ave., Lot 7 DP  
Palmerston North 493664  
New Zealand

Robert Slovak  
PO Box 5050  
Incline Village, NV 89450

**DATED** this 11<sup>th</sup> day of March, 2021.

By: /s/ Patrick R. Millsap.  
Patrick R. Millsap, Esq.  
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**EXHIBIT INDEX**

**EXHIBIT NO.**

**DESCRIPTION**

**PAGE**

1

Summary Determination Order

21

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# EXHIBIT 1

# EXHIBIT 1

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

IN THE MATTER OF THE ESTATE OF Case No.: PR17-00458  
JACK P. SLOVAK, also known as JOHN Dept. No.: PR  
PAUL SLOVAK, JR and JOHN PAUL  
SLOVAK,  
Deceased.

**SUMMARY DETERMINATION ORDER**

Before the Court is the *Petition for Summary Determination* (“*Petition*”) filed by Claimant/Petitioner Juanita Slovak (“Juanita”) <sup>1</sup>. The *Petition* seeks summary determination of Juanita’s *General Claim* filed February 12, 2019. The Personal Representative of the Estate of Jack P. Slovak, also known as John Paul Slovak, Jr., and John Paul Slovak (“Jack” and “Estate”), Lynn Slovak, filed *Lynn Valerie Slovak’s Response & Objection to Juanita Slovak’s Petition for Summary Determination* thereafter. Juanita filed her *Reply in Support of Petition for Summary Determination* in reply and the Court set the matter for hearing.

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//

<sup>1</sup> For clarity, the parties are identified by his or her first name as the last names are the same.

1 The Court has considered the papers filed, the entire file in this matter, the matters  
2 of which the Court took judicial notice, the arguments of counsel at the hearing in this  
3 matter, and good cause appearing, the Court finds, concludes, and orders as follows.

4 **I. EXHIBITS ADMITTED AT HEARING ON PETITION.**

5 At the hearing on the *Petition*, the parties stipulated to admission of the following  
6 exhibits into evidence.  
7

8 A. *Joint Petition for Summary Decree of Divorce* filed May 21, 2003 by Jack  
9 and Juanita.

10 B. Marital Agreement dated May 21, 2003 by Jack and Juanita.

11 C. *Decree of Divorce* filed May 28, 2003 in the Joint Petition for Summary  
12 Decree of Divorce proceeding.

13 D. Grant Bargain and Sale Deed conveying real property from Juanita to a  
14 third-party purchaser of real property recorded on November 16, 2016.  
15

16 **II. FINDINGS OF UNDISPUTED FACTS.**

17 1. On November 26, 1973, Juanita and Jack P. Slovak were married.

18 2. On May 21, 2003, Juanita and Jack, as self-represented litigants,  
19 filed their *Joint Petition for Summary Decree of Divorce* ("*Joint Petition*").

20 3. Juanita and Jack entered into a marital agreement, dated May 21,  
21 2003 ("*Marital Agreement*").  
22

23 4. The terms of the Marital Agreement were incorporated into the *Joint*  
24 *Petition* by reference.

25 5. The *Joint Petition* was a "form" joint petition. Section 6 addresses the  
26 division of assets, stating, "The community property should be divided as follows: WIFE  
27 SHALL RECEIVE THE FOLLOWING: \_\_\_\_\_ HUSBAND SHALL  
28

1 RECEIVE THE FOLLOWING: \_\_\_\_\_.” In the designated blank, “see  
2 enclosed Marital Agreement” was written. The same statement is written in the  
3 designated blank in Section 7, which addresses the division of debts. Section 8 addresses  
4 spousal support (alimony). In the designated blanks, the following is written: “Wife shall  
5 receive spousal support in the amount of \$3,000- per month, due and payable on the  
6 28<sup>th</sup> of each month for a period of her life Time. The spousal support shall begin on  
7 presently being paid and end on her death.”

8  
9 6. The Marital Agreement provides, in pertinent part, as follows:

10 2. HOUSE at 1669 CORLEONE DRIVE SPARKS, NV,  
11 presently in the SFT [Slovak Family Trust], title to be transferred to  
Juanita and Jack as joint owners. [...]

12 2.1. Both Juanita and Jack agree that as long as there is a  
13 mortgage on the 1669 Corleone Drive residence, each party will  
leave their half ownership to the other via a will or trust document.

14 2.2. If Jack passes away first, Jack's ½ interest in 1669  
15 Corleone Drive will be left to Juanita as primary beneficiary and  
Tyler A. Slovak as secondary beneficiary.

16 \* \* \*

17 3. ALIMONY: \$3000/month on the 1st of each month  
18 and Juanita does hereby accept these payments as full support,  
maintenance and alimony now and forever. In return Juanita does  
19 hereby waive all her rights to all assets of the marriage so that  
Jack can invest them in order to generate this income. This  
20 payment will be reduced to \$2000/month when the original house  
loan (\$200,000) is paid off in full.

21 \* \* \*

22 6. Jack shall retain sole ownership of all of his personal  
23 property and of all the other assets of the marriage not specifically  
24 identified in this agreement, provided that whatever income or  
principle [sic] needed is first used to provide for the \$3000.00 /  
25 month to Juanita as identified in Paragraph #3 of this agreement. It  
is understood that these payments are due to Juanita for the rest  
26 of her life, whether or not she is employed or remarried; and  
despite of any other income or net worth she may obtain; and

27 7. The parties recognize that Jack is engaged in and is the  
owner or has an interest in multiple business enterprises including,  
28 but not limited to, Tytec, Inc, Sierra Group-USA, Inc, and  
International Technology Partners, Inc. The parties further

1 recognize that Jack holds marketable securities and other financial  
2 investments. For the mutual promises and covenants herein  
3 contained, Juanita hereby waives all right, title, claim or interest by  
4 equitable distribution or otherwise that she might have in and to all  
5 of these and any other business interests of Jack. The parties also  
6 recognize that, as a real estate business investor, from time to  
7 time, Jack creates or acquires additional business interests. It is  
8 specifically agreed that, by the waiver contained within this section,  
9 Juanita hereby waives all right, title, claim or other interest she  
10 might have to any of these entities and any other entities in which  
11 Jack now or will ever acquire; and

12 8. If Jack elects to change his Will or trust it shall reflect this  
13 agreement and Juanita's right to receive alimony as provided for  
14 herein.

15 Marital Agreement (emphasis supplied).

16 7. The *Decree of Divorce* ("Decree") ordered, adjudged and decreed  
17 "the agreement, as it is stated in the . . . Joint Petition, regarding the division and  
18 distribution of assets and debts, is hereby ratified, confirmed, and incorporated into this  
19 Decree as though fully set forth."

20 8. The *Decree* ordered, adjudged and decreed "the agreement, as it is  
21 stated in the . . . Joint Petition, regarding the issue of spousal support is hereby ratified,  
22 confirmed, and incorporated into this Decree as though fully set forth."

23 9. In 2005, Jack increased Juanita's monthly payment from \$3,000 per  
24 month to \$4,000 per month to compensate for the high interest rate she was paying on the  
25 mortgage for the Corleone house.

26 10. From 2005 to June 2016, Jack made monthly payments to Juanita in  
27 the amount of \$4,000 per month.

28 11. On July 21, 2016, Jack died in Reno, Nevada.

12. At the time of Jack's death, he was married to Lynn Slovak. ("Lynn").

13. On November 16, 2016, the sale and transfer of title to the Corleone  
house was recorded.



1                   14.     The mortgage on the Corleone house was satisfied on November 16,  
2     2016.

3                   15.     On August 10, 2017, Lynn filed her *Petition for Probate of Will, for*  
4     *Appointment as Personal Representative, and for Issuance of Letters Testamentary*  
5     (Ancillary Administration). On October 12, 2017, the *Order Admitting Will to Probate,*  
6     *Appointing Personal Representative and for Issuance of Letters Testamentary* was  
7     entered and appointed Lynn Slovak as the Personal Representative ("Lynn PR").  
8

9                   16.     After Jack's death, Lynn, individually and as the Personal  
10    Representative, made payments to Juanita, as follows:

11	<u>2016</u>	
12	August	\$3,000
13	September	3,000
14	October	3,000
15	November	2,000
16	December	2,000
17	<u>2018</u>	
18	December	2,000
19	<u>2019</u>	
20	January	2,000
21	February	2,000
22	April	2,000
23	May	2,000
24	June	<u>2,000</u>
25	Total	<u>\$25,000</u>

26                   17.     The *Notice to Creditors* was filed in this matter on March 13, 2018.  
27     On March 14, 2018, the *Affidavit of Mailing* to creditors was filed evidencing the *Notice*  
28     *to Creditors* was mailed to Medicaid Estate Recovery only. The *Notice to Creditors* was  
published and the *Proof of Publication* was filed on April 7, 2018 and reflects the first  
date of publication in the Sparks Tribune was March 21, 2018.

1                   18.    On February 12, 2019, Juanita filed her *General Claim*. Juanita's  
2 *General Claim* is for outstanding payments due as of the date of filing and future Marital  
3 Agreement monthly payments for the duration of her life ("*General Claim*").

4                   19.    Lynn PR did not subscribe any allowance or rejection of the  
5 *General Claim* and did not file any notice regarding the same.

6                   20.    Lynn and Lynn PR<sup>2</sup> admit there is an obligation under the Marital  
7 Agreement to provide monthly payments to Juanita during Jack's lifetime.

8                   21.    On March 13, 2020, Juanita filed the *Petition*.

9                   22.    No challenge to timeliness of Juanita's claim or *Petition* has been  
10 asserted.

11                   23.    To the extent any of the following conclusions of law include, or  
12 may be construed to include or constitute, they are incorporated here.

13  
14  
15 **II.    CONCLUSIONS OF LAW.**

16                   Based on the foregoing exhibits admitted and findings of undisputed facts, the  
17 Court concludes as a matter of law as follows:

18                   1.    To the extent any of the findings of undisputed fact set forth  
19 above constitute or may be construed to constitute conclusions of law, they are  
20 incorporated here.

21                   //

22                   //  
23

24 \_\_\_\_\_  
25 <sup>2</sup> As stated, Lynn initiated this proceeding as an ancillary proceeding. The domiciliary  
26 proceeding was filed in New Zealand. The June 3, 2016 Will of Jack P. Slovak, executed in  
27 New Zealand, was admitted to probate in New Zealand and here. Under the June 3, 2016  
28 Will, Lynn is the sole beneficiary as she survived Jack. Contested proceedings have ensued.  
For ease, the Court identifies Lynn and Lynn PR as "Lynn" in the remainder of this order. No  
findings or conclusions made herein on the summary determination of Juanita's *General  
Claim* shall be construed as ruling on any of the other contested matters in this action.

1                   2.       There is no factual dispute as to the material issues raised by the  
2 parties and now considered by the Court. Solid v. Dist. Court, 133 Nev. 118, 124, 393  
3 P.3d 666, 672 (2017).

4                   3.       The parties agree a valid Marital Agreement was entered into by  
5 Jack and Juanita, and a valid Decree was entered by the Court. The parties disagree  
6 on the legal interpretation.

7                   4.       Juanita's *Petition*, as considered, presents a question of law.

8                   5.       The issue of law before the Court for determination is whether the  
9 monthly payment obligation is part of a property settlement or is periodic alimony. The  
10 sub-issue of law for determination is, if the monthly payment obligation is a property  
11 settlement obligation, whether it is a charge on Jack's estate. The next sub-issue of law  
12 is if the obligation is a charge on Jack's estate, whether the post-death month payment  
13 obligation is \$3,000 or \$2,000.

14                   **A.       THE *PETITION* IS PROPERLY BEFORE THE COURT.**

15                   6<sup>3</sup>.     Juanita's claim is ripe for adjudication by this Court.

16                   7.       The Nevada Revised Statutes provide: "If a personal representative  
17 refuses or neglects to endorse on a claim an allowance or rejection within 15 days . . .  
18 or does not file a notice of allowance or rejection, the claim shall be deemed rejected."  
19 NRS 147.110(2).

20                   8.       Juanita's claim is deemed rejected by operation of Nevada law.

21                   9.       No party objected to the date of filing of the *General Claim*.

22                   //

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28 <sup>3</sup> The Court deems it appropriate to use sequential numbering of the findings and  
conclusions, contrary to most style manuals, although split by B-Heads.

1           **B.     THE PAYMENT OBLIGATION IS PART OF A PROPERTY**  
2           **SETTLEMENT.**

3           10.     The *General Claim* seeks payments to which Jack was and Jack's  
4     estate is obligated pay as part of the Marital Agreement property settlement.

5           11.     Lynn contends the monthly payment obligation was periodic  
6     alimony and any obligation to pay said payments terminated upon Jack's death  
7     pursuant to NRS 125.150(6).<sup>4</sup>

8           12.     Juanita contends the monthly payment obligation was a property  
9     settlement and Jack's death remains obligated to pay the monthly payment obligation.

10          13.     To establish a payment obligation is part of a property settlement,  
11     the payment obligation must be of a "permanent" nature and agreed upon in lieu of a  
12     community property interest. Waltz v. Waltz, 110 Nev. 605, 608-09, 877 P.2d 501, 503  
13     (1994).

14          14.     "NRS 125.150[(6)] cannot be used as authority to order cessation  
15     of alimony payments when those payments were clearly a property settlement." Id. at  
16     609, 877 P.2d at 503 (citing Krick v. Krick, 76 Nev. 52, 55-56, 348 P.2d 752, 754  
17     (1960)).<sup>5</sup>

18          15.     The Marital Agreement is a contract entered into between Jack and  
19     Juanita.

20                 //  
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24  
25     <sup>4</sup> See NRS 125.150(6) ("In the event of the death of either party or the subsequent  
26     remarriage of the spouse to whom specified periodic payments were to be made, all the  
27     payments required by the decree must cease, unless it was otherwise ordered by the  
28     court.").

29     <sup>5</sup> When the Waltz Court considered the language of Section 6 of NRS 125.150, it was set  
30     forth in Section 5 of the same statutory provision. In 2015, the Nevada Legislature move  
31     such language to Section 6 by amendment. See A.B. 362, 78<sup>th</sup> Leg. (2015) (enacted).

1           16.    The recitals state the purpose of the agreement is “the settlement  
2 of their property rights,” and “[b]oth parties wish to use this agreement as the basis for a  
3 divorce settlement.”

4           17.    Paragraphs 2, 2.1, 2.2, and 3 of the Marital Agreement establish  
5 Juanita agreed to receive a monthly payment “now and forever,” in the initial amount of  
6 \$3,000 per month and then in the reduced amount of \$2,000 per month after the  
7 Corleone house mortgage had been paid in full.

8           18.    Paragraph 6 of the Marital Agreement provides “these payments  
9 are due to Juanita for the rest of her life.” The payments are not conditioned on any  
10 subsequent remarriage, employment, or other income she obtains.

11           19.    Paragraphs 2-2.2, 3, and 6-7 evidence Juanita bargained for the  
12 right to payment, as well as Jack’s one-half interest in the Corleone house if he died  
13 first. In exchange she waived “all her rights to all assets of the marriage,” including, but  
14 not limited to, her community property rights.

15           20.    The terms of the Marital Agreement establish Juanita agreed to the  
16 monthly payment obligation in lieu of receiving her community property interest. See  
17 Waltz, 110 Nev. at 608-09, 877 P.2d at 503 (finding property settlement where payment  
18 substituted for community property interest).

19           21.    Paragraph 8 of the Marital Agreement preserves Juanita’s  
20 bargained-for right to the monthly payment obligation by requiring Jack to reflect the  
21 terms of the agreement and Juanita’s rights in any “change [to] his Will or trust.” These  
22 terms establish the permanent nature of the payment obligation. See Waltz, 110 Nev.  
23 at 608, 877 P.2d at 503 (permanent nature of payment obligation); Krick, 76 Nev. at 56-

24           //  
25  
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1 58, 348 P.2d at 754-756 (permanent nature where payment obligation continued for  
2 wife's life).

3           22. Lynn maintains the payment obligation is periodic alimony because  
4 the term "permanent alimony" was not used, and Jack paid the monthly payments  
5 obligation from his own funds and the Decree does not use the terminology "permanent  
6 alimony." The Court disagrees.

7  
8           23. The Marital Agreement establishes Juanita's payment right is tied  
9 to her waiver of "all her rights to all assets of the marriage," including all her community  
10 property interest. Nevada law does not require a divorce decree to use the phrase  
11 "permanent alimony" in order for a payment to become a property settlement.  
12 Payments can constitute a property settlement even when "the divorce decree did not  
13 specifically refer to a property settlement." 110 Nev. at 609, 877 P.2d at 503.

14  
15           24. Lynn maintains Waltz is factually distinguishable in two ways  
16 because in Waltz, the alimony payor did not die, and the alimony obligation terminated  
17 upon the death of the payor. The first distinction is not germane to this Court's  
18 determination because Waltz did not make the death of the payor an element in  
19 determining whether a payment is alimony or a property settlement. The second  
20 distinction is also not determinative. The payment period in Waltz continued "until the  
21 death of either party"; nevertheless, the Waltz court concluded the alimony obligation  
22 was a property settlement. Id. at 608, 877 P.2d at 503.

23  
24           25. The monthly payment obligation is part of a property settlement  
25 under the Marital Agreement. Id. at 608-09, 877 P.2d at 503.

26           26. Lynn argues, in the alternative, in the *Decree* the Court did not  
27 ratify, incorporate, and order the payment obligation established by the terms of the  
28

1 Marital Agreement. She maintains the Court ratified Section 8 of the Joint Petition.  
2 Section 8 addresses spousal support (alimony). Lynn argues Jack and Juanita agreed  
3 to a periodic alimony obligation in Section 8 because they do not reference the Marital  
4 Agreement in that section. Lynn asserts the “agreement” the Court refers to and ratifies  
5 in its Decree is this alimony obligation set forth in Section 8. This Court disagrees.  
6

7           27. “When parties to pending litigation enter into a settlement, they  
8 enter into a contract . . . subject to general principles of contract law.” Grisham v.  
9 Grisham, 128 Nev. 679, 685, 289 P.3d 230, 234 (2012). “The objective in interpreting a  
10 [ ] [contract] provision . . . is to discern the intent of the contracting parties.” Barbara Ann  
11 Hollier Trust v. Shack, 131 Nev. 582, 593, 356 P.3d 1085, 1092 (2015). “[T]he initial  
12 focus is on whether the language of the contract is clear and unambiguous; if it is, the  
13 contract will be enforced as written.” Id. A contract is ambiguous if its terms may  
14 reasonably be interpreted in more than one way, i.e., subject to two or more reasonable  
15 interpretations, or “having a double meaning.” Galardi v. Naples Polaris, Ltd. Liab. Co.,  
16 129 Nev. 306, 309, 301 P.3d 364, 366 (2013). “[A] court should not interpret a contract  
17 so as to make meaningless its provisions, and [e]very word must be given effect if at all  
18 possible.” Mendenhall v. Tassinari, 133 Nev. 614, 624-25, 403 P.3d 364, 373 (2017).  
19 “An interpretation which results in a fair and reasonable contract is preferable to one  
20 that results in a harsh and unreasonable contract.” Dickenson v. State, Dept. of Wildlife,  
21 110 Nev. 934, 937, 877 P.2d 1059, 1061 (1994).  
22  
23

24           28. Jack and Juanita incorporated the terms of the Marital Agreement,  
25 which included Juanita’s bargained-for payment right, into Sections 6 and 7 of the Joint  
26 Petition by express reference. Sections 6 and 7 address the division and distribution of  
27 their assets and debts subject to the divorce.  
28

1           29.     The Court ratified and incorporated the full terms of the Marital  
2 Agreement, including Juanita's right to monthly payments, into the Decree.

3           30.     The Joint Petition filed by Jack and Juanita was a "form" joint  
4 petition. In the Section 8 "blanks" they set forth payment terms that mirror the terms of  
5 the monthly payment obligation established by the Marital Agreement. Jack and Juanita  
6 do not use the words "Marital Agreement" in Section 8. Such words are not required to  
7 give effect a property settlement obligation in place of an alimony obligation.  
8

9           31.     The use of the terms of Juanita's payment right in Section 8  
10 indicates in clear language their intent to obtain a divorce decree that ordered such  
11 payment obligation rather than alimony. There is no contrary language in the Marital  
12 Agreement or the *Joint Petition* indicating Jack and Juanita agreed to establish the  
13 payment obligation in the Marital Agreement, but then ignore it in their Joint Petition, or  
14 in the alternative, that Section 8 was intended to establish an alimony obligation *in*  
15 *addition to* the payment obligation in Section 6 as part of their divorce settlement.  
16

17           32.     Although the labels may confuse the issue, the actual language and  
18 intent of the Marital Agreement and the *Joint Petition* is clear and unambiguous.  
19 Barbara Ann Hollier, 131 Nev. at 593, 356 P.3d at 1092.

20           **C.     THE PAYMENT OBLIGATION IS BINDING ON JACK'S ESTATE.**

21           33.     As stated, the sub-issue of law for this Court to determine is  
22 whether the payment obligation established by the terms of the Marital Agreement to  
23 survives Jack's death and is a charge upon his estate for Juanita's life. Barbara Ann  
24 Hollier, 131 Nev. at 593, 356 P.3d at 1092.  
25

26           34.     Paragraphs 2, 2.1, 2.2, and 3 establish Juanita agreed to receive a  
27 monthly payment "now and forever." Paragraph 6 provides "these payments are due to  
28



1 Juanita for the rest of her life.” No conditions are stated for receipt in an amount.  
2 Paragraphs 2-2.2, 3, and 6-7 establish Juanita bargained for the payment right, as well  
3 as Jack’s one-half interest in the Corleone house if he died first. In exchange, she  
4 waived “all her rights to all assets of the marriage.” Paragraph 8 also preserves  
5 Juanita’s bargained-for rights by requiring Jack to reflect the terms of the agreement  
6 and Juanita’s rights in any “change [to] his Will or trust.”  
7

8 35. On these clear terms, the duration of the payment obligation is  
9 established, Juanita’s life. The terms reflect the parties’ intent to preserve Juanita’s  
10 payment right after Jack’s death because, in Paragraph 8, Jack agreed to acknowledge  
11 her rights *in express language* in any changes made to his estate plan. By the express  
12 terms, the parties precluded Juanita’s right from termination by subsequent estate  
13 planning.  
14

15 36. Paragraph 8 was contrary to Jack’s rights if he intended the  
16 payments to end upon his death because the Marital Agreement’s precludes such  
17 change. See Mendenhall, *supra*, 133 Nev. at 624-25, 403 P.3d at 373 (proscribing  
18 interpretations rendering a contract meaningless); Dickenson, 110 Nev. at 937, 877  
19 P.2d at 1061 (proscribing interpretations producing harsh results).<sup>6</sup>  
20

21 37. Lynn argues the absence of any express statement in the Marital  
22 Agreement that Juanita’s payment right survives Jack’s death and becomes a charge  
23 on his estate for her life is dispositive evidence the payment obligation ceased on Jack’s  
24 death. She cites s NRS 125.150(6)—which makes such absence in an *alimony*  
25 agreement dispositive evidence of the parties’ intent to terminate such payments on the  
26

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27 <sup>6</sup> While Paragraph 3 reduces the amount of the payment obligation when the Corleone house  
28 loan is paid off in full, such language does not indicate the parties’ intent for such obligation  
to terminate upon Jack’s death. Rather, it supports the interpretation of Paragraph 3 that

1 payor's death—as well as the same rule articulated in the Florida case of O'Malley v.  
2 Pan American Bank of Orlando, 384 So.2d 1258 (Fl. 1980) and the Ohio case of Hague  
3 v. Kosicek, 137 N.E.3d 530 (Ohio App. 2019). The Court declines to adopt this  
4 interpretation for several reasons.

5           38. As stated, NRS 125.150(6) is not determinative here because the  
6 payment obligation is a property settlement payment obligation. Waltz, 110 Nev. at 609,  
7 877 P.2d at 503. Although the subtitle “ALIMONY” is used, the label does not define the  
8 nature of the interest.

9  
10           39. The absence of specific language saying the payment obligation  
11 will be a charge on Jack's estate is not dispositive. This absence is considered when  
12 interpreting the language of the Marital Agreement under general principles of contract  
13 law to discern whether it is clear as to the parties' intent. See Grisham, supra, 128 Nev.  
14 at 685, 289 P.3d at 234 (applying contract principles to settlement contracts).

15  
16           40. Juanita's life is the exclusive measure of duration for the payment  
17 obligation, i.e., “the rest of her life,” and establishes Jack agreed to the payment  
18 obligation under terms which ensured the preservation of her rights beyond his death.

19           41. O'Malley and Hague are distinguishable from the facts at hand. In  
20 O'Malley, the Florida Supreme Court concluded that the alimony payments were not a  
21 property settlement because “[t]hey were not tied to any property rights.” O'Malley v.  
22 Pan Am. Bank of Orlando, N. A., 384 So. 2d 1258, 1260 (Fla. 1980). Unlike O'Malley,  
23 Juanita's payment right is part of a property settlement which she bargained for in  
24 exchange for waiving “all her rights to all assets of the marriage.” Because her payment  
25 right is part of a property settlement, the rule articulated in O'Malley does not apply.

26  
27  
28 Jack's death was not tied to Juanita's payment right.

1 Similar to O'Malley, the court in Hague addressed an alimony payment established by  
2 divorce decree. Hague v. Kosicek, 137 N.E.3d 530, 531 (Ohio App. 2019). Hague is not  
3 persuasive. Juanita's payments are not alimony, but part of a property settlement  
4 established by the terms of the Marital Agreement. Here, the Court ratified and  
5 incorporated the parties' bargained-for obligation, included in the terms of the Marital  
6 Agreement, into its Decree.

7  
8 42. Lynn also challenges the survival of the payment obligation after  
9 Jack's death. Lynn maintains the Marital Agreement does not use the word "estate" and  
10 because the Court is not permitted to read terms into the agreement, it cannot survive  
11 Jack's death. To the contrary, Nevada law does not require the terms of a property  
12 settlement agreement to utilize specific words or phrases to bind a party's estate to an  
13 agreed-upon obligation. Nevada law does, however, require the agreement to be  
14 interpreted in a manner that gives effect to the parties' intentions. See Grisham, 128  
15 Nev. at 685, 289 P.3d at 234 (applying contract law to settlement contracts);  
16 Mendenhall, 133 Nev. at 624-25, 403 P.3d at 373 ("Every word must be given effect if at  
17 all possible."). Jack and Juanita clearly stated in the Marital Agreement that the  
18 payment obligation continues for the rest of Juanita's life. Her life is the exclusive  
19 measure of duration. Jack's interest in the Corleone house will transfer to Juanita if he  
20 dies first. And, her rights are preserved beyond his death. The testamentary provisions  
21 and restrictions to which Jack agreed in Paragraphs 2 and 8 of the Marital Agreement  
22 constitute a reference to his estate and the intent Juanita's rights remained intact in the  
23 event he died first.

24  
25  
26 43. Juanita's proffered interpretation does not read terms into the  
27 agreement. Barbara Ann Hollier, 131 Nev. at 593, 356 P.3d at 1092.

1                   44. Nevada law supports survival of the obligation to Juanita as a  
2 charge on Jack's estate as valid and allowable obligations set forth by a property  
3 settlement agreement that were bargained for in lieu of community property rights  
4 and/or spousal support, *including* obligations charged upon the payor's estate and  
5 ordered by judicial decree. See Waltz, 110 Nev. at 608, 877 P.2d at 503 (charging  
6 payor with bargained-for \$200 per month obligation because property settlement  
7 agreement and court decree provided for "permanent alimony"); Krick, 76 Nev. at 54-55,  
8 348 P.2d at 753 (charging husband with bargained-for \$750 per month obligation  
9 because property settlement agreement and court decree set duration "during [ex-  
10 wife's] life"); Barbash v. Barbash, 91 Nev. 320, 321, 535 P.2d 781, 781 (1975) (charging  
11 husband's estate with bargained-for \$100 per month obligation because property  
12 settlement agreement and court decree set duration "during [ex-wife's] natural life"); In  
13 re Mesmer's Estate, 270 P. 732, 733-35 (Cal. App. 1st Dist. 1928) (charging husband's  
14 estate with \$75 per month obligation because property settlement agreement and court  
15 decree set duration "during the remainder of [ex-wife's] natural life"); Matter of  
16 Gustafson's Estate, 287 N.W.2d 700, 703 (N.D. 1980) (charging husband's estate with  
17 payment obligation because property settlement agreement and court decree set  
18 duration at "death of the [wife]"); In re Yoss' Estate, 24 N.W.2d 399, 400 (Iowa 1946)  
19 ("Almost without exception . . . , the authorities hold that parties to a divorce suit have  
20 the right to agree that periodic payments to the wife shall continue after the husband's  
21 death or for the lifetime of the wife and where such agreement is approved by the court  
22 it is valid and enforceable against the husband's estate.").

26                   45. Lynn's challenge to Juanita's interpretation is belied by her actions  
27 in this matter. Namely, after Jack's death, Lynn continued making payments to Juanita  
28

1 from August 2016 to June 2019 in the total amount of \$25,000. The payments were  
2 made in monthly installments—albeit it not every month—in amounts consistent with the  
3 monthly payment obligation established by the Marital Agreement.

4           46. Lynn’s payments ratified the Jack’s monthly payment obligation  
5 under the Marital Agreement and honored the obligation at least in part. Based upon  
6 her actions, Lynn is estopped from claiming any right to terminate the payment  
7 obligation upon Jack’s death. See Nevada Yellow Cab Corp. v. Dist. Ct., 123 Nev. 44,  
8 49, 152 P.3d 737, 740 (2007) (“Waiver requires the intentional relinquishment of a  
9 known right. If intent is to be inferred from conduct, the conduct must clearly indicate the  
10 party’s intention. Thus, the waiver of a right may be inferred when a party engages in  
11 conduct so inconsistent with an intent to enforce the right as to induce a reasonable  
12 belief that the right has been relinquished.”).

13           47. Jack and Juanita intended for the payment obligation established  
14 by the terms of the Marital Agreement to survive Jack’s death and to be charged upon  
15 his estate for Juanita’s life. Barbara Ann Hollier, 131 Nev. at 593, 356 P.3d at 1092.

16           48. Lynn poses the alternative argument the Marital Agreement is not  
17 enforceable against Jack’s estate under Nevada law because the duration is not  
18 definite, and the total dollar value of the payment obligation is not identified which she  
19 asserts is required to establish a valid contract. The Nevada Supreme Court has  
20 upheld as enforceable property settlements with indefinite payment periods and  
21 payment obligations without an ascertained total dollar value. See Waltz, 110 Nev. at  
22 608, 877 P.2d at 503 (upholding indefinite duration of “permanent alimony”); Krick, 76  
23 Nev. at 54-55, 348 P.2d at 753 (upholding indefinite duration of “during the [ex-wife’s]  
24 life”); Barbash, 91 Nev. at 321, 535 P.2d at 781 (upholding indefinite duration of “during  
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1 [ex-wife's] natural life."); see also Mesmer's, 270 P. at 732 (California Court upheld  
2 indefinite duration of "during the remainder of [ex-wife's] natural life").

3 49. The monthly payment obligation set forth by the terms of the Marital  
4 Agreement which Juanita claims by her General Claim, filed February 12, 2019, is valid  
5 allowed and approved as a debt of Jack's estate.  
6

7 **D. The Amount Owing Under the Payment Obligation**

8 50. Lastly, the Court must determine the amount owing to Juanita  
9 pursuant to the payment obligation.

10 51. Paragraphs 2 and 3 of the Marital Agreement set forth in clear and  
11 unambiguous Juanita is to receive \$3,000 per month until the mortgage on the Corleone  
12 house is fully satisfied. Specifically, the Marital Agreement provides: "This payment will  
13 be reduced to \$2000/month when the original house loan (\$200,000) is paid off in full."  
14

15 52. Juanita argues she did not choose to sell the Corleone property but  
16 could not keep the property because her monthly income from the monthly payment  
17 obligation and other sources was insufficient.

18 53. Lynn argues that if there is a lifetime payment obligation, then  
19 Juanita retained the benefit of selling the Corleone house and no mortgage exists to  
20 maintain the monthly payment at \$3,000 and instead the payment should be reduced to  
21 \$2,000 per month.  
22

23 54. The Court applies the contract principles and applicable law, supra,  
24 and finds the language and intent of the Marital Agreement is clear. The monthly  
25 payment obligation decreased from \$3,000 to \$2,000 based on satisfaction of the  
26 mortgage on the Corleone house.

27 //

1           55. Juanita is entitled to recover on her *General Claim* a sum equal to  
2 unpaid monthly payments in the amount of \$3,000 until November 16, 2016 which is the  
3 date of recordation of the deed transferring Corleone property, plus unpaid monthly  
4 payments in the amount of \$2,000, commencing December 1, 2016 and continuing for  
5 her lifetime.  
6

7           Based on the foregoing and good cause appearing,

8 **IT IS HEREBY ORDERED:**

9           1. Summary determination of Juanita's *General Claim* is GRANTED.

10          2. Juanita's *General Claim* is allowed and is a charge on the Estate of Jack  
11 P. Slovak, deceased.

12          3. The amount due to Juanita on the *General Claim* is the amount of unpaid  
13 \$3,000 monthly payments through November 1, 2016, plus the amount of unpaid  
14 \$2,000 monthly payments to date, with a continuing lifetime interest in monthly  
15 payments, payable at \$2,000 per month.  
16

17          4. Within fifteen (15) days, Juanita shall file a supplement to her *General*  
18 *Claim* in accordance with this summary determination stating the total amount of  
19 payments due to date, credits for payments made, allowable interest on the *General*  
20 *Claim*, calculation of interest due, and a total calculation of the amount owed as of April  
21 1, 2021 ("*General Claim* calculation").  
22

23          5. Lynn shall have fifteen (15) days from the date of filing of the calculation to  
24 file an objection to or a notice she does not object to the *General Claim* calculation.

25          6. If Lynn does not object to the calculation, the *General Claim* amount due  
26 as of April 1, 2021 shall be paid on or before April 1, 2021.

27 //

7. If Lynn objects to the calculation, the parties are directed to set a hearing.

8. If Lynn does not object, commencing May 1, 2021, monthly payments in the amount of \$2,000 shall be paid to Juanita in the manner she requests, i.e., mail, electronic deposit, payment delivered to counsel, not later than the 1<sup>st</sup> of each month for her lifetime. Juanita's counsel shall provide Lynn's counsel payment instructions not later than March 15, 2021.

9. The parties are directed to meet and confer and/or set a settlement conference with a Judicial Officer or a private mediator within one hundred and twenty (120) days, to discuss possible negotiation, settlement and payment of Juanita's lifetime interest, post April 1, 2021, by determination of present value and/or payment means, i.e., annuity or other payment modality to facilitate resolution of Juanita's full interest.

DATED this 27th day of February, 2021.

DISTRICT JUDGE



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PATRICK MILLSAP, ESQ.  
F. MCCLURE WALLACE, ESQ.  
SHARON JANNUZZI, ESQ.

Tyler P. Slovak  
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PO Box 5050  
Incline Village, NV 89450

26

27

28

1310  
1 *F. McClure Wallace, Esq.*  
2 Nevada Bar No.: 10264  
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4 Nevada Bar No.: 12043  
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11 Attorneys for LYNN VALERIE SLOVAK

12 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

13 **IN AND FOR THE COUNTY OF WASHOE**

14 **IN THE MATTER OF THE ESTATE**

Case No.: PR17-00458

15 **OF**

Dept. No.: PR

16 **JACK P SLOVAK, also known as JOHN**  
17 **PAUL SLOVAK JR, and JOHN PAUL**  
18 **SLOVAK.**

19 **CASE APPEAL STATEMENT**

20 Pursuant to NRAP 3(f), Respondent LYNN VALERIE SLOVAK, by and through her  
21 undersigned counsel, provides the following Case Appeal Statement.

22 (A) The district court case number and caption showing the names of all parties to the  
23 proceedings:

24 Please see above.

25 (B) The name of the judge who entered the order or judgment being appealed:

26 The Honorable Lynne K. Simons

27 (C) The name of each appellant and the name and address of counsel for each  
28 appellant:

The Appellant is the Estate of Jack P. Slovak, by and through its executor LYNN  
VALERIE SLOVAK. Appellant is represented by:

F. McClure Wallace, Esq.  
Nevada Bar No.: 10264  
Patrick R. Millsap, Esq.  
Nevada Bar No.: 12043  
*WALLACE & MILLSAP LLC*  
510 W. Plumb Lane, Suite A  
Reno, Nevada 89509

(D) The name of each respondent and the name and address of respondents' trial counsel:

The Respondent is JUANITA SLOVAK's. Her trial counsel was:

Sharon M. Januzzi, Esq.  
Nevada State Bar No. 7858  
*WOODBURN AND WEDGE*  
6100 Neil Road, Suite 500  
Reno, Nevada 89511

(E) Whether an attorney identified in response to subparagraph (D) is not licensed to practice law in Nevada:

Not applicable.

(F) Whether the appellant was represented by appointed counsel in the district court, and whether the appellant is represented by appointed counsel on appeal:

The Appellant was represented by her undersigned counsel in district court and will likely be represented by the same retained counsel on appeal.

(G) Whether the district court granted the appellant leave to proceed in forma pauperis:

Not applicable.

(H) The date that the proceedings commenced in district court:

August 10, 2017

(I) A brief description of the nature of the action and result in the district court, including the type of judgment or order being appealed and the relief granted by the district court:

The general nature of the above-captioned proceeding is a probate action to conclude the Estate of Jack P. Slovak. The appeal pertains to Juanita Slovak's

1 General Claim for spousal support filed against the Estate of Jack P. Slovak on  
2 February 12, 2019 claiming the Estate of Jack P. Slovak owed her \$3,000 per  
3 month until the time of her death. Juanita Slovak then filed her Petition for  
4 Summary Determination of her General Creditor's Claim. The Estate objected and  
5 denied Juanita Slovak's claim for indefinite lifetime alimony. The district court  
6 ultimately granted Juanita Slovak's Petition for Summary Determination, in part, on  
7 March 1, 2021.

8 (J) Whether the case has previously been the subject of an appeal to or original writ  
9 proceedings in the Supreme Court or Court of Appeals:

10 This case has not previously been the subject of an appeal.

11 (K) Whether the appeal involves child custody or visitation.

12 This case does not involve child custody or visitation.

13 (L) Whether the appeal involves the possibility of settlement.

14 Plaintiffs believe this appeal involves the possibility of settlement.

15 **AFFIRMATION**

16 **Pursuant to NRS 239B.030**, the undersigned affirms this document does not  
17 contain the social security number or legally private information of any person.

18 **DATED** this 11<sup>th</sup> day of March, 2021.

19  
20 By: /s/ Patrick R. Millsap.

21 Patrick R. Millsap, Esq.  
22 Nevada Bar No.: 12043  
23 *WALLACE & MILLSAP LLC*  
24 510 W. Plumb Lane, Suite A  
25 Reno, Nevada 89509  
26 Ph: (775) 683-9599  
27 patrick@wallacemillsap.com  
28 *Attorneys for LYNN SLOVAK*

**CERTIFICATE OF SERVICE**

The undersigned certifies the foregoing Case Appeal Statement was served upon Juanita Slovak, by and through her Legal Counsel of Record, the law firm of WOODBURN AND WEDGE, via the Court's electronic filing system "eFlex" on the date shown below.

The undersigned Counsel further certifies the foregoing Case Appeal Statement was deposited in the County mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, a true and correct copy of the attached document addressed as follows:

Tyler P. Slovak  
101 Tremaine Ave., Lot 7 DP  
Palmerston North 493664  
New Zealand

Robert Slovak  
PO Box 5050  
Incline Village, NV 89450

**DATED** this 11<sup>th</sup> day of March, 2021.

By: /s/ Patrick R. Millsap.

Patrick R. Millsap, Esq.  
Nevada Bar No.: 12043  
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patrick@wallacemillsap.com  
Attorneys for Lynn Valerie Slovak

**SECOND JUDICIAL DISTRICT COURT  
STATE OF NEVADA  
COUNTY OF WASHOE**

**Case History - PR17-00458**

**Case Description: ESTATE: JACK P. SLOVAK AKA JOHN PAUL SLOVAK, JR**

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**Case Number: PR17-00458 Case Type: GENERAL ADMINISTRATION - Initially Filed On: 8/10/2017**

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**Parties**

<u>Party Type &amp; Name</u>	<u>Party Status</u>
JUDG - LYNNE K. SIMONS - D6	Active
JUDG - PROB. COMM. EDMUND J. GORMAN - PC	Party ended on: 6/17/2019 7:16:56AM
ATTY - Sharon M. Jannuzzi, Esq. - 7858	Party ended on: 12/4/2018 12:00:00AM
ATTY - Sharon M. Jannuzzi, Esq. - 7858	Active
ATTY - Patrick R. Millsap, Esq. - 12043	Active
ATTY - Courtney Miller O'Mara, Esq. - 10683	Party ended on: 10/31/2019 12:00:00AM
ATTY - Linda A. Bowman, Esq. - 743	Party ended on: 4/11/2019 12:00:00AM
ATTY - F. McClure Wallace, Esq. - 10264	Active
ATTY - Wade Beavers, Esq. - 13451	Party ended on: 10/31/2019 12:00:00AM
DECD - JACK P. SLOVAK - @146195	Active
INST - TYLER SLOVAK - @1332677	Active
INST - ROBERT A. SLOVAK - @1237005	Active
INST - JUANITA J. SLOVAK - @146194	Active
PETR - LYNN VALERIE SLOVAK - @1312432	Party ended on: 10/11/2017 12:00:00AM
PREP - LYNN VALERIE SLOVAK - @1312432	Active

**Disposed Hearings**

- 1 Department: B -- Event: PET/PRO/WILL/LET/TEST -- Scheduled Date & Time: 10/11/2017 at 10:00:00  
Extra Event Text: PETITION FOR PROBATE OF WILL, APPOINTMENT OF PERSONAL REPRESENTATIVE, FOR ISSUANCE OF LETTERS TESTAMENTARY (AN  
Event Disposition: D425 - 10/11/2017
- 2 Department: PC -- Event: Tickle Start Code -- Scheduled Date & Time: 12/11/2017 at 08:00:00  
Extra Event Text: INVENTORY DUE (LINDA BOWMAN, ESQ.)  
Event Disposition: P200 - 9/13/2018
- 3 Department: PC -- Event: Tickle Start Code -- Scheduled Date & Time: 4/9/2018 at 08:00:00  
Extra Event Text: 6-MONTH ACCT DUE (LINDA BOWMAN, ESQ.)  
Event Disposition: P200 - 11/30/2018
- 4 Department: PC -- Event: Request for Submission -- Scheduled Date & Time: 7/25/2018 at 11:51:00  
Extra Event Text: EX PARTE PETITION FOR EXTENSION OF TIME (NO ORDER PROVIDED)  
Event Disposition: S200 - 7/26/2018
- 5 Department: B -- Event: FIRST&FIN ACCT/PET/DIST -- Scheduled Date & Time: 12/5/2018 at 10:00:00  
Extra Event Text: PETITION FOR APPROVAL OF WAIVER OF ACCOUNTING, FINAL DISTRIBUTION AND FOR APPROVAL OF ATTORNEY FEES (Continued to 2  
Event Disposition: D445 - 12/5/2018
- 6 Department: PC -- Event: Tickle Start Code -- Scheduled Date & Time: 12/20/2018 at 08:00:00  
Extra Event Text: ANNUAL ACCT - FINAL DISTRIBUTION (LINDA BOWMAN, ESQ.)  
Event Disposition: P200 - 11/30/2018

**Report Does Not Contain Sealed Cases or Confidential Information**

- 7 Department: B -- Event: FIRST&FIN ACCT/PET/DIST -- Scheduled Date & Time: 2/13/2019 at 10:00:00  
Extra Event Text: PETITION FOR APPROVAL OF WAIVER OF ACCOUNTING, FINAL DISTRIBUTION AND FOR APPROVAL OF ATTORNEY FEES (Continued from  
Event Disposition: D231 - 2/13/2019
- 8 Department: PC -- Event: Tickle Start Code -- Scheduled Date & Time: 4/15/2019 at 08:00:00  
Extra Event Text: PETITION FOR DISCHARGE (LINDA BOWMAN, ESQ.)  
Event Disposition: T200 - 3/1/2021
- 9 Department: D6 -- Event: STATUS HEARING -- Scheduled Date & Time: 5/7/2019 at 15:00:00  
Extra Event Text: COURT ORDERED STATUS HEARING  
Event Disposition: D445 - 5/7/2019
- 10 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 7/2/2019 at 10:20:00  
Extra Event Text: MOTION TO DISMISS - HRG SET ON 8/30  
Event Disposition: S200 - 8/19/2019
- 11 Department: D6 -- Event: HEARING... -- Scheduled Date & Time: 7/15/2019 at 13:30:00  
Extra Event Text: HEARING ON MOTIONS  
Event Disposition: D844 - 7/2/2019
- 12 Department: D6 -- Event: HEARING... -- Scheduled Date & Time: 7/30/2019 at 13:30:00  
Extra Event Text: ORAL ARGUMENTS ON SUBMITTED MOTIONS  
Event Disposition: D850 - 7/10/2019
- 13 Department: D6 -- Event: HEARING... -- Scheduled Date & Time: 8/30/2019 at 09:30:00  
Extra Event Text: ORAL ARGUMENTS ON SUBMITTED MOTIONS  
Event Disposition: D355 - 8/30/2019
- 14 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 10/29/2019 at 14:12:00  
Extra Event Text: MOTION TO WITHDRAW COUNSEL (NO ORDER ATTACHED)  
Event Disposition: S200 - 10/31/2019
- 15 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 12/4/2019 at 10:30:00  
Extra Event Text: ORDER GRANTING MOTION TO WITHDRAW  
Event Disposition: S200 - 12/20/2019
- 16 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 2/7/2020 at 09:20:00  
Extra Event Text: MOTION FOR EXTENSION OF TIME REGARDING CASE MANAGEMENT FILED 12/31/19  
Event Disposition: S200 - 3/6/2020
- 17 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 5/1/2020 at 15:24:00  
Extra Event Text: ORDER APPROVING STIPULATION REGARDING BREIFING SCHEDULE ( ORDER ATTACHED AS EXHIBIT 1)  
Event Disposition: S200 - 5/4/2020
- 18 Department: D6 -- Event: OTHER PROB/TRST/GDSHP HRG -- Scheduled Date & Time: 8/4/2020 at 13:30:00  
Extra Event Text: PETITION FOR SUMMARY DETERMINATION  
Event Disposition: D840 - 8/4/2020
- 19 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 8/17/2020 at 13:50:00  
Extra Event Text: STIPULATION FOR EXTENSION OF TIME REGARDING SUBMISSION OF PROPOSED ORDERS ON PETITION FOR SUMMARY DETERMINA  
Event Disposition: S200 - 8/24/2020
- 20 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 9/2/2020 at 13:47:00  
Extra Event Text: ORDER APPROVING STIPULATION FOR EXTENSION OF TIME REGARDING SUBMISSION OF PROPOSED ORDERS ON PETITION FOR SU  
Event Disposition: S200 - 9/4/2020

- 21 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 9/16/2020 at 15:00:00  
Extra Event Text: PETITION FOR SUMMARY DETERMINATION TAKEN UNDER ADVISEMENT AFTER ORAL ARGS - S. JANNUZZI'S & P. MILLSAP'S PROPOSE  
Event Disposition: S200 - 2/28/2021
- 22 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 9/21/2020 at 18:58:00  
Extra Event Text: ALL DOCUMENTS RELATIVE TO THE REQUEST FOR JUDICIAL NOTICE - BINDER BUILT  
Event Disposition: S200 - 1/11/2021
- 23 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 12/21/2020 at 18:34:00  
Extra Event Text: ALL DOCUMENTS RELATIVE TO THE REQUEST FOR COURT CLARIFICATION OF STATUS AND CONFIRMATION OF FILING AND RECEIPT  
Event Disposition: S200 - 3/1/2021
- 24 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 12/23/2020 at 15:03:00  
Extra Event Text: LYNN VALERIE SLOVAK'S RESPONSE TO REQUESTS FOR JUDICIAL NOTICE AND COURT CLARIFICATION - BINDER BUILT  
Event Disposition: S200 - 3/1/2021
- 25 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 1/11/2021 at 15:55:00  
Extra Event Text: PROPOSED ORDER ON PETITION FOR SUMMARY DETERMINATION ATTACHED TO THE NOTICE OF PROVIDING PROPOSED ORDER FIL  
Event Disposition: S200 - 2/28/2021
- 26 Department: D6 -- Event: Request for Submission -- Scheduled Date & Time: 1/12/2021 at 12:33:00  
Extra Event Text: PETITION FOR SUMMARY DETERMINATION (ORDER PROVIDED)  
Event Disposition: S200 - 2/28/2021

### **Actions**

- |   | <u>Filing Date</u> | <u>-</u> | <u>Docket Code &amp; Description</u>  |
|---|--------------------|----------|---|
| 1 | 8/10/2017          | -        | \$3573 - \$Pet Prob Letters (General Adm<br>Additional Text: PETITION FOR PROBATE OF WILL, APPOINTMENT OF PERSONAL REPRESENTATIVE FOR ISSUANCE OF LETTERS TESTAMENTARY (ANCILLARY ADMINISTRATION) - Transaction 6241383 - Approved By: SWILLIAM : 08-10-2017:09:12:25 |
| 2 | 8/10/2017          | -        | PAYRC - **Payment Receipted<br>Additional Text: A Payment of \$527.50 was made on receipt DCDC583228.   |
| 3 | 8/13/2017          | -        | 2550 - Notice of Hearing<br>Additional Text: 10/11/2017 @ 10:00 AM - Transaction 6246206 - Approved By: SWILLIAM : 08-14-2017:08:32:07  |
| 4 | 8/14/2017          | -        | NEF - Proof of Electronic Service<br>Additional Text: Transaction 6246311 - Approved By: NOREVIEW : 08-14-2017:08:33:07   |
| 5 | 9/11/2017          | -        | 3715 - Proof of Publication<br>Additional Text: PROOF OF PUBLICATION - NOTICE OF HEARING: 8-23, 8-30, SEPT 6, 2017 - Transaction 6292036 - Approved By: YVILORIA : 09-11-2017:11:02:41  |
| 6 | 9/11/2017          | -        | NEF - Proof of Electronic Service<br>Additional Text: Transaction 6292159 - Approved By: NOREVIEW : 09-11-2017:11:03:38   |
| 7 | 10/11/2017         | -        | 4295 - Will<br>Additional Text: 10/11/2017: Petition for Probate of Will, Appointment of Personal Representative, for Issuance of Letters Testamentary - Transaction 6342507 - Approved By: CSULEZIC : 10-11-2017:15:46:35  |
| 8 | 10/11/2017         | -        | NEF - Proof of Electronic Service<br>Additional Text: Transaction 6342860 - Approved By: NOREVIEW : 10-11-2017:15:47:32   |
| 9 | 10/11/2017         | -        | MIN - ***Minutes<br>Additional Text: 10/11/2017: Petition for Probate of Will, Appointment of Personal Representative, for Issuance of Letters Testamentary - Transaction 6342899 - Approved By: NOREVIEW : 10-11-2017:15:53:03                                       |



- 10 10/11/2017 - NEF - Proof of Electronic Service  
Additional Text: Transaction 6342907 - Approved By: NOREVIEW : 10-11-2017:15:54:03
- 11 10/12/2017 - F140 - Adj Summary Judgment  
*No additional text exists for this entry.*
- 12 10/12/2017 - 2680 - Ord Admit Will & Issue Ltrs  
Additional Text: RDER ADMITTING WILL TO PROBATE, APPOINTING PERSONAL REPRESENTATIVE AND FOR ISSUANCE OF LETTERS TESTAMENTARY - Transaction 6344410 - Approved By: NOREVIEW : 10-12-2017:12:18:28
- 13 10/12/2017 - NEF - Proof of Electronic Service  
Additional Text: Transaction 6344423 - Approved By: NOREVIEW : 10-12-2017:12:19:59
- 14 10/19/2017 - 1925 - Letters Testamentary  
Additional Text: Transaction 6356146 - Approved By: KTOMBOW : 10-19-2017:16:09:26
- 15 10/19/2017 - NEF - Proof of Electronic Service  
Additional Text: Transaction 6356159 - Approved By: NOREVIEW : 10-19-2017:16:10:24
- 16 3/13/2018 - 2595 - Notice to Creditors  
Additional Text: Transaction 6573469 - Approved By: JAPARICI : 03-13-2018:09:41:59
- 17 3/13/2018 - NEF - Proof of Electronic Service  
Additional Text: Transaction 6573713 - Approved By: NOREVIEW : 03-13-2018:09:42:47
- 18 3/14/2018 - 1040P - Affidavit of Mailing - PR  
Additional Text: Notice to Creditors - Transaction 6576674 - Approved By: CSULEZIC : 03-14-2018:13:07:59
- 19 3/14/2018 - NEF - Proof of Electronic Service  
Additional Text: Transaction 6576760 - Approved By: NOREVIEW : 03-14-2018:13:09:03
- 20 4/7/2018 - 3715 - Proof of Publication  
Additional Text: PROOF OF PUBLICATION - NOTICE TO CREDITORS: MAR 21, 28, APR 4, 2018 - Transaction 6617522 - Approved By: YVILORIA : 04-09-2018:08:29:17
- 21 4/9/2018 - NEF - Proof of Electronic Service  
Additional Text: Transaction 6617669 - Approved By: NOREVIEW : 04-09-2018:08:30:01
- 22 7/20/2018 - 3320 - Ord to File ...  
Additional Text: Transaction 6787793 - Approved By: NOREVIEW : 07-20-2018:11:39:56
- 23 7/20/2018 - NEF - Proof of Electronic Service  
Additional Text: Transaction 6787801 - Approved By: NOREVIEW : 07-20-2018:11:41:33
- 24 7/23/2018 - 3870 - Request  
Additional Text: Ex parte Request for Extension of Time - Transaction 6789795 - Approved By: CSULEZIC : 07-23-2018:12:26:48
- 25 7/23/2018 - NEF - Proof of Electronic Service  
Additional Text: Transaction 6790203 - Approved By: NOREVIEW : 07-23-2018:12:27:51
- 26 7/25/2018 - 3860 - Request for Submission  
Additional Text: - Transaction 6794707 - Approved By: PMSEWELL : 07-25-2018:11:48:49  
DOCUMENT TITLE: EX PARTE PETITION FOR EXTENSION OF TIME (NO ORDER PROVIDED)  
PARTY SUBMITTING: LINDA BOWMAN, ESQ.  
DATE SUBMITTED: JULY 25, 2018  
SUBMITTED BY: PMSEWELL  
DATE RECEIVED JUDGE OFFICE:

- 27 7/25/2018 - NEF - Proof of Electronic Service  
Additional Text: Transaction 6794785 - Approved By: NOREVIEW : 07-25-2018:11:50:38
- 28 7/26/2018 - 3030 - Ord Granting Extension Time  
Additional Text: ORDER APPROVING EXTENSION OF TIME TO FILE INVENTORY, FIRST ACCOUNTING, AND REPORT TO COURT  
PER NRS 143.035 - Transaction 6797373 - Approved By: NOREVIEW : 07-26-2018:12:39:52
- 29 7/26/2018 - S200 - Request for Submission Complet  
*No additional text exists for this entry.*
- 30 7/26/2018 - NEF - Proof of Electronic Service  
Additional Text: Transaction 6797377 - Approved By: NOREVIEW : 07-26-2018:12:40:52
- 31 9/12/2018 - 3870 - Request  
Additional Text: REQUEST FOR WAIVE ACCOUNTING - Transaction 6876204 - Approved By: YVILORIA : 09-12-2018:15:03:55
- 32 9/12/2018 - 1820 - Inventory Appraisement&Record  
Additional Text: Inventory & Appraisement - Transaction 6876240 - Approved By: JAPARICI : 09-12-2018:15:09:00
- 33 9/12/2018 - NEF - Proof of Electronic Service  
Additional Text: Transaction 6876302 - Approved By: NOREVIEW : 09-12-2018:15:04:54
- 34 9/12/2018 - NEF - Proof of Electronic Service  
Additional Text: Transaction 6876344 - Approved By: NOREVIEW : 09-12-2018:15:13:23
- 35 9/13/2018 - P200 - Tickle Stop Code  
*No additional text exists for this entry.*
- 36 9/28/2018 - 3530 - Pet Final Distribution  
Additional Text: PETITION FOR APPROVAL OF WAIVER OF ACCOUNTING FINAL DISTRIBUTION AND FOR APPROVAL OF  
ATTORNEY FEES - Transaction 6903751 - Approved By: JAPARICI : 10-01-2018:10:33:51
- 37 10/1/2018 - NEF - Proof of Electronic Service  
Additional Text: Transaction 6904538 - Approved By: NOREVIEW : 10-01-2018:10:35:07
- 38 10/1/2018 - 2550 - Notice of Hearing  
Additional Text: DEC. 5, 2018, 10:00 AM - Transaction 6905061 - Approved By: YVILORIA : 10-01-2018:14:23:24
- 39 10/1/2018 - NEF - Proof of Electronic Service  
Additional Text: Transaction 6905472 - Approved By: NOREVIEW : 10-01-2018:14:26:18
- 40 11/30/2018 - P200 - Tickle Stop Code  
*No additional text exists for this entry.*
- 41 11/30/2018 - P200 - Tickle Stop Code  
*No additional text exists for this entry.*
- 42 12/4/2018 - 2520 - Notice of Appearance  
Additional Text: SHARON JANNUZZI, ESQ. FOR TYLER SLOVAK, JUANITA SLOVAK, AND ROBERT SLOVAK - Transaction 7005889  
- Approved By: PMSEWELL : 12-04-2018:12:21:02
- 43 12/4/2018 - \$1560 - \$Def 1st Appearance - CV  
Additional Text: TYLER SLOVAK - Transaction 7005889 - Approved By: PMSEWELL : 12-04-2018:12:21:02
- 44 12/4/2018 - \$DEFT - \$Addl Def/Answer - Prty/Appear  
Additional Text: ROBERT SLOVAK - Transaction 7005889 - Approved By: PMSEWELL : 12-04-2018:12:21:02

- 45 12/4/2018 - \$DEFT - \$Addl Def/Answer - Prty/Appear  
Additional Text: JUANITA SLOVAK - Transaction 7005889 - Approved By: PMSEWELL : 12-04-2018:12:21:02
- 46 12/4/2018 - 4045 - Stipulation to Continuance  
Additional Text: STIPULATION TO CONTINUE PETITION FOR APPROVAL OF WAIVER OF ACCOUNTING, FINAL DISTRIBUTION AND FOR APPROVAL OF ATTORNEY FEES - Transaction 7006084 - Approved By: CSULEZIC : 12-04-2018:12:57:12
- 47 12/4/2018 - PAYRC - \*\*Payment Receipted  
Additional Text: A Payment of \$273.00 was made on receipt DCDC626126.
- 48 12/4/2018 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7006098 - Approved By: NOREVIEW : 12-04-2018:12:22:13
- 49 12/4/2018 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7006185 - Approved By: NOREVIEW : 12-04-2018:12:58:14
- 50 12/6/2018 - MIN - \*\*\*Minutes  
Additional Text: Petition for Approval of Waiver of Accounting , Final Distribution and for Approval of Attorney Fees . - Transaction 7010587 - Approved By: NOREVIEW : 12-06-2018:11:13:19
- 51 12/6/2018 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7010591 - Approved By: NOREVIEW : 12-06-2018:11:14:22
- 52 2/8/2019 - 4075 - Substitution of Counsel  
Additional Text: COURTNEY O'MARA ESQ - Transaction 7109135 - Approved By: CSULEZIC : 02-08-2019:09:54:19
- 53 2/8/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7109384 - Approved By: NOREVIEW : 02-08-2019:09:55:21
- 54 2/12/2019 - 1768 - General Claim  
Additional Text: DFX: CONFIDENTIAL INFORMATION INCLUDED  
JUANITA SLOVAK - Transaction 7113970 - Approved By: SACORDAG : 02-12-2019:10:18:21
- 55 2/12/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7114034 - Approved By: NOREVIEW : 02-12-2019:10:19:26
- 56 2/12/2019 - 1520 - Declaration  
Additional Text: DECLARATION OF SERVICE - - Transaction 7114093 - Approved By: CSULEZIC : 02-12-2019:11:00:20
- 57 2/12/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7114230 - Approved By: NOREVIEW : 02-12-2019:11:01:43
- 58 2/12/2019 - 1520 - Declaration  
Additional Text: DECLARATION OF ROBERT A. SLOVAK IN SUPPORT OF TYLER SLOVAK'S VERIFIED OBJECTION TO LYNN SLOVAK'S PETITION FOR APPROVAL OF ACCOUNTING, FINAL DISTRIBUTION, AND FOR APPROVAL OF ATTORNEYS' FEES AND COUNTER-PETITION FOR REVOCATION OF PROBATE OF WILL DATED JUNE 3, 2016 AND IN SUPPORT OF ROBERT SLOVAK'S OBJECTION TO PETITION FOR APPROVAL OF WAIVER OF ACCOUNTING, FINAL DISTRIBUTION AND FOR APPROVAL OF ATTORNEY FEES - Transaction 7115718 - Approved By: YVILORIA : 02-13-2019:08:37:14
- 59 2/12/2019 - 1768 - General Claim  
Additional Text: ROBERT SLOVAK - Transaction 7115755 - Approved By: SACORDAG : 02-13-2019:08:19:31
- 60 2/12/2019 - 2630 - Objection to ...  
Additional Text: OBJECTION TO PETITION FOR APPROVAL OF WAIVER OF ACCOUNTING, FINAL 14 DISTRIBUTION AND FOR APPROVAL OF ATTORNEY FEES - Transaction 7115761 - Approved By: KTOMBOW : 02-13-2019:08:24:02
- 61 2/12/2019 - 2625 - Obj/Opposition - Will Contest  
Additional Text: VERIFIED OBJECTION TO LYNN SLOVAK'S PETITION FOR APPROVAL OF ACCOUNTING, FINAL DISTRIBUTION, AND FOR APPROVAL OF ATTORNEYS FEES; COUNTER-PETITION FOR REVOCATION OF PROBATE OF WILL DATED JUNE 3, 2016 - Transaction 7115831 - Approved By: CVERA : 02-13-2019:08:40:26

- 62 2/12/2019 - 1520 - Declaration  
Additional Text: Transaction 7115831 - Approved By: CVERA : 02-13-2019:08:40:26
- 63 2/13/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7115891 - Approved By: NOREVIEW : 02-13-2019:08:20:23
- 64 2/13/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7115899 - Approved By: NOREVIEW : 02-13-2019:08:24:54
- 65 2/13/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7115953 - Approved By: NOREVIEW : 02-13-2019:08:40:12
- 66 2/13/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7115961 - Approved By: NOREVIEW : 02-13-2019:08:41:49
- 67 2/14/2019 - MIN - \*\*\*Minutes  
Additional Text: 2/13/2019: Petition for Approval of Waiver of Accounting , Final Distribution and for Approval of Attorney Fees . - Transaction 7118752 - Approved By: NOREVIEW : 02-14-2019:11:43:34
- 68 2/14/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7118764 - Approved By: NOREVIEW : 02-14-2019:11:44:41
- 69 2/14/2019 - 1940 - Master's Findings/Recommend  
Additional Text: COMMISSIONER'S RECOMMENDATION REFERRING CASE TO PROBATE JUDGE - Transaction 7119743 - Approved By: NOREVIEW : 02-14-2019:15:49:39
- 70 2/14/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7119752 - Approved By: NOREVIEW : 02-14-2019:15:50:57
- 71 3/15/2019 - 3161 - Ord of Recusal  
Additional Text: DIRECTING RANDOM REASSIGNMENT - Transaction 7169991 - Approved By: NOREVIEW : 03-15-2019:16:54:48
- 72 3/15/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7169993 - Approved By: NOREVIEW : 03-15-2019:16:55:38
- 73 3/18/2019 - 1312 - Case Assignment Notification  
Additional Text: RANDOMLY REASSIGNED TO PR DEPT 6 FROM PR DEPT 15 PER ORDER OF RECUSAL FILED 3/15/19. - Transaction 7170696 - Approved By: NOREVIEW : 03-18-2019:09:53:16
- 74 3/18/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7170703 - Approved By: NOREVIEW : 03-18-2019:09:54:38
- 75 3/22/2019 - 3242 - Ord Setting Hearing  
Additional Text: STATUS CONFERENCE - Transaction 7181362 - Approved By: NOREVIEW : 03-22-2019:14:49:07
- 76 3/22/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7181364 - Approved By: NOREVIEW : 03-22-2019:14:50:07
- 77 4/3/2019 - 2605 - Notice to Set  
Additional Text: Notice to Set and Application for Setting - 4/08/19 @10:00 - Transaction 7200649 - Approved By: CSULEZIC : 04-03-2019:16:50:45
- 78 4/3/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7200678 - Approved By: NOREVIEW : 04-03-2019:16:51:54
- 79 4/8/2019 - 1250E - Application for Setting eFile  
Additional Text: Transaction 7206131 - Approved By: NOREVIEW : 04-08-2019:11:27:27

- 80 4/8/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7206137 - Approved By: NOREVIEW : 04-08-2019:11:28:45
- 81 4/11/2019 - 4075 - Substitution of Counsel  
Additional Text: NOTICE OF SUBSTITUTION OF COUNSEL: WALLACE & MILLSAP LLC IN PLACE OF LINDA BOWMAN ESQ / LYNN SLOVAK - Transaction 7214833 - Approved By: YVILORIA : 04-11-2019:16:54:08
- 82 4/11/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7215127 - Approved By: NOREVIEW : 04-11-2019:16:56:37
- 83 6/14/2019 - 2315 - Mtn to Dismiss ...  
Additional Text: LYNN VALERIE SLOVAK'S MOTION TO DISMISS - Transaction 7323045 - Approved By: SACORDAG : 06-14-2019:16:05:10
- 84 6/14/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7323080 - Approved By: NOREVIEW : 06-14-2019:16:06:08
- 85 6/24/2019 - 2650 - Opposition to ...  
Additional Text: TYLER SLOVAK'S OPPOSITION TO LYNN VALERIE SLOVAK'S MOTION TO DISMISS - Transaction 7338078 - Approved By: YVILORIA : 06-25-2019:08:16:40
- 86 6/24/2019 - 2645 - Opposition to Mtn ...  
Additional Text: OPPOSITION TO LYNN VALERIE SLOVAK'S MOTION TO DISMISS - Transaction 7338249 - Approved By: YVILORIA : 06-25-2019:08:42:53
- 87 6/25/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7338464 - Approved By: NOREVIEW : 06-25-2019:08:17:43
- 88 6/25/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7338575 - Approved By: NOREVIEW : 06-25-2019:08:43:55
- 89 7/1/2019 - 3795 - Reply...  
Additional Text: Transaction 7349316 - Approved By: BBLOUGH : 07-01-2019:11:55:15
- 90 7/1/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7349415 - Approved By: NOREVIEW : 07-01-2019:11:56:17
- 91 7/1/2019 - 3795 - Reply...  
Additional Text: LYNN VALERIE SLOVAK'S REPLY TO TYLER SLOVAK'S OPPOSITION TO MOTION TO DISMISS - Transaction 7350899 - Approved By: MPURDY : 07-02-2019:08:06:44
- 92 7/2/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7350984 - Approved By: NOREVIEW : 07-02-2019:08:07:36
- 93 7/2/2019 - 3860 - Request for Submission  
Additional Text: Transaction 7351298 - Approved By: NOREVIEW : 07-02-2019:09:46:41  
DOCUMENT TITLE: MOTION TO DISMISS (NO ORDER PROVIDED)  
PARTY SUBMITTING: PATRICK MILLSAP, ESQ.  
DATE SUBMITTED: JULY 2, 2019  
SUBMITTED BY: BBLOUGH  
DATE RECEIVED JUDGE OFFICE:
- 94 7/2/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7351302 - Approved By: NOREVIEW : 07-02-2019:09:47:42
- 95 7/2/2019 - 1250E - Application for Setting eFile  
Additional Text: 7/30/19 - Transaction 7351495 - Approved By: NOREVIEW : 07-02-2019:10:34:23
- 96 7/2/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7351501 - Approved By: NOREVIEW : 07-02-2019:10:35:39

- 97 7/11/2019 - 1250 - Application for Setting  
Additional Text: Transaction 7367706 - Approved By: NOREVIEW : 07-11-2019:11:49:05
- 98 7/11/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7367710 - Approved By: NOREVIEW : 07-11-2019:11:50:08
- 99 8/9/2019 - MIN - \*\*\*Minutes  
Additional Text: 5/7/19 - Status Hearing - Transaction 7420699 - Approved By: NOREVIEW : 08-09-2019:09:44:12
- 100 8/9/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7420704 - Approved By: NOREVIEW : 08-09-2019:09:45:16
- 101 8/19/2019 - S200 - Request for Submission Complet  
Additional Text: AT REQUEST OF COUNSEL, ORAL ARGUMENT CONTINUED TO 8/30/19
- 102 9/16/2019 - 4185 - Transcript  
Additional Text: Transaction 7486268 - Approved By: NOREVIEW : 09-16-2019:14:36:58
- 103 9/16/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7486288 - Approved By: NOREVIEW : 09-16-2019:14:39:04
- 104 9/18/2019 - 2842 - Ord Denying Motion  
Additional Text: TO DISMISS - Transaction 7489703 - Approved By: NOREVIEW : 09-18-2019:08:10:40
- 105 9/18/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7489705 - Approved By: NOREVIEW : 09-18-2019:08:11:40
- 106 9/18/2019 - 2540 - Notice of Entry of Ord  
Additional Text: - Denying Motion to Dismiss - Transaction 7490246 - Approved By: NOREVIEW : 09-18-2019:10:29:48
- 107 9/18/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7490252 - Approved By: NOREVIEW : 09-18-2019:10:30:51
- 108 10/1/2019 - 2700 - Ord After Hearing...  
Additional Text: PRETRIAL CASE MANAGEMENT ORDER AFTER HEARING - Transaction 7514725 - Approved By: NOREVIEW : 10-01-2019:15:55:41
- 109 10/1/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7514733 - Approved By: NOREVIEW : 10-01-2019:15:57:04
- 110 10/3/2019 - 2540 - Notice of Entry of Ord  
Additional Text: Transaction 7518734 - Approved By: NOREVIEW : 10-03-2019:12:29:31
- 111 10/3/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7518743 - Approved By: NOREVIEW : 10-03-2019:12:30:36
- 112 10/17/2019 - 2490 - Motion ...  
Additional Text: MOTION TO WITHDRAW AS COUNSEL - Transaction 7543756 - Approved By: YVILORIA : 10-17-2019:13:57:56
- 113 10/17/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7543901 - Approved By: NOREVIEW : 10-17-2019:14:00:37
- 114 10/23/2019 - 4050 - Stipulation ...  
Additional Text: to Modify Pretrial Case Management Order - Transaction 7553248 - Approved By: NOREVIEW : 10-23-2019:10:44:17

- 115 10/23/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7553253 - Approved By: NOREVIEW : 10-23-2019:10:47:39
- 116 10/23/2019 - 3370 - Order ...  
Additional Text: AMENDING CASE MANAGEMENT ORDER - Transaction 7553998 - Approved By: NOREVIEW : 10-23-2019:13:41:41
- 117 10/23/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7554003 - Approved By: NOREVIEW : 10-23-2019:13:42:38
- 118 10/29/2019 - 3860 - Request for Submission  
Additional Text: (Motion to Wiithdraw) - Transaction 7561704 - Approved By: NOREVIEW : 10-29-2019:13:21:19  
DOCUMENT TITLE: MOTION TO WITHDRAW COUNSEL (NO ORDER ATTACHED)  
PARTY SUBMITTING: COURTNEY MILLER O'MARA, ESQ  
DATE SUBMITTED: 10/17/19  
SUBMITTED BY: JBYE  
DATE RECEIVED JUDGE OFFICE:
- 119 10/29/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7561711 - Approved By: NOREVIEW : 10-29-2019:13:22:19
- 120 10/29/2019 - 2540 - Notice of Entry of Ord  
Additional Text: (Order Amending Case Management Order) - Transaction 7561887 - Approved By: NOREVIEW : 10-29-2019:13:55:47
- 121 10/29/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7561890 - Approved By: NOREVIEW : 10-29-2019:13:56:39
- 122 10/31/2019 - 3005 - Ord Withdrawal of Counsel  
Additional Text: COURTNEY MILLER' OMARA - Transaction 7566341 - Approved By: NOREVIEW : 10-31-2019:13:03:52
- 123 10/31/2019 - S200 - Request for Submission Complet  
Additional Text: ORDER
- 124 10/31/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7566344 - Approved By: NOREVIEW : 10-31-2019:13:04:59
- 125 11/6/2019 - 2540 - Notice of Entry of Ord  
Additional Text: Granting Motion to Withdraw as Counsel - Transaction 7576180 - Approved By: NOREVIEW : 11-06-2019:15:45:47
- 126 11/6/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7576181 - Approved By: NOREVIEW : 11-06-2019:15:46:37
- 127 12/3/2019 - 2490 - Motion ...  
Additional Text: to Withdraw - Transaction 7617689 - Approved By: BBLOUGH : 12-03-2019:16:13:09
- 128 12/3/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7617697 - Approved By: NOREVIEW : 12-03-2019:16:13:54
- 129 12/4/2019 - 3860 - Request for Submission  
Additional Text: DFX: WRONG CASE NUMBER ON DOCUMENT - Transaction 7618457 - Approved By: NOREVIEW : 12-04-2019:10:08:16  
DOCUMENT TITLE: ORDER GRANTING MOTION TO WITHDRAW  
PARTY SUBMITTING: SHARON JANNUZZI ESQ  
DATE SUBMITTED: 12-4-19  
SUBMITTED BY: YV  
DATE RECEIVED JUDGE OFFICE:
- 130 12/4/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7618467 - Approved By: NOREVIEW : 12-04-2019:10:11:46

- 131 12/20/2019 - S200 - Request for Submission Complet  
Additional Text: order
- 132 12/20/2019 - 3060 - Ord Granting Mtn ...  
Additional Text: TO WITHDRAW - SHARON JANNUZZI, ESQ. - Transaction 7651089 - Approved By: NOREVIEW : 12-20-2019:15:39:46
- 133 12/20/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7651093 - Approved By: NOREVIEW : 12-20-2019:15:40:46
- 134 12/31/2019 - 2075 - Mtn for Extension of Time  
Additional Text: MOTION FOR EXTENSION OF TIME REGARDING CASE MANAGEMENT - Transaction 7662641 - Approved By: BBLOUGH : 12-31-2019:16:29:48
- 135 12/31/2019 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7662659 - Approved By: NOREVIEW : 12-31-2019:16:31:11
- 136 1/2/2020 - 2540 - Notice of Entry of Ord  
Additional Text: Transaction 7664005 - Approved By: NOREVIEW : 01-02-2020:12:22:23
- 137 1/2/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7664013 - Approved By: NOREVIEW : 01-02-2020:12:23:48
- 138 1/10/2020 - 2645 - Opposition to Mtn ...  
Additional Text: LYNN VALERIE SLOVAK'S OPPOSITION TO MOTION FOR EXTENSION OF TIME REGARDING CASE MANAGEMENT - Transaction 7680652 - Approved By: YVILORIA : 01-10-2020:16:36:51
- 139 1/10/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7680665 - Approved By: NOREVIEW : 01-10-2020:16:37:55
- 140 1/13/2020 - MIN - \*\*\*Minutes  
Additional Text: 8/30/19 Oral Arguments Motion to Dismiss - Transaction 7682979 - Approved By: NOREVIEW : 01-13-2020:15:46:58
- 141 1/13/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7682988 - Approved By: NOREVIEW : 01-13-2020:15:48:16
- 142 1/16/2020 - 3790 - Reply to/in Opposition  
Additional Text: REPLY TO OPPOSITION TO MOTION FOR EXTENSION OF TIME REGARDING CASE MANAGEMENT - Transaction 7691495 - Approved By: BBLOUGH : 01-17-2020:08:02:04
- 143 1/17/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7691566 - Approved By: NOREVIEW : 01-17-2020:08:03:10
- 144 2/7/2020 - 3860 - Request for Submission  
Additional Text: MOTION FOR EXTENSION OF TIME REGARDING CASE MANAGEMENT FILED 12/31/19 - Transaction 7727563 - Approved By: NOREVIEW : 02-07-2020:09:02:47  
PARTY SUBMITTING: ROBERT SLOVAK  
DATE SUBMITTED: 2/07/2020  
SUBMITTED BY: CS  
DATE RECEIVED JUDGE OFFICE:
- 145 2/7/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7727568 - Approved By: NOREVIEW : 02-07-2020:09:03:54
- 146 3/2/2020 - 2075 - Mtn for Extension of Time  
Additional Text: Case Status Report and Motion to Modify Case Management Order - Transaction 7770059 - Approved By: BBLOUGH : 03-02-2020:16:54:36
- 147 3/2/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7770291 - Approved By: NOREVIEW : 03-02-2020:16:58:44



- 148 3/6/2020 - 3060 - Ord Granting Mtn ...  
Additional Text: FOR EXTENSION OF TIME REGARDING CASE MANAGEMENT - Transaction 7779421 - Approved By: NOREVIEW : 03-06-2020:12:36:49
- 149 3/6/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7779422 - Approved By: NOREVIEW : 03-06-2020:12:37:49
- 150 3/6/2020 - S200 - Request for Submission Complet  
Additional Text: ORDER
- 151 3/13/2020 - 3645 - Petition ...  
Additional Text: PETITION FOR SUMMARY DETERMINATION - Transaction 7792264 - Approved By: BBLOUGH : 03-13-2020:15:16:51
- 152 3/13/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7792340 - Approved By: NOREVIEW : 03-13-2020:15:17:47
- 153 3/13/2020 - 1520 - Declaration  
Additional Text: DECLARATION OF SERVICE - Transaction 7792483 - Approved By: NOREVIEW : 03-13-2020:15:56:40
- 154 3/13/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7792488 - Approved By: NOREVIEW : 03-13-2020:15:57:41
- 155 3/16/2020 - 2645 - Opposition to Mtn ...  
Additional Text: LYNN VALERIE SLOVAK'S OPPOSITION TO MOTION TO MODIFY CASE MANAGEMENT ORDER - Transaction 7793646 - Approved By: YVILORIA : 03-16-2020:12:09:04
- 156 3/16/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7793772 - Approved By: NOREVIEW : 03-16-2020:12:10:40
- 157 3/31/2020 - 2075 - Mtn for Extension of Time  
Additional Text: MOTION FOR EXTENSION OF TIME TO FILE MORE DEFINITE STATEMENT - Transaction 7817395 - Approved By: BBLOUGH : 04-01-2020:07:58:42
- 158 4/1/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7817441 - Approved By: NOREVIEW : 04-01-2020:07:59:43
- 159 5/1/2020 - 4050 - Stipulation ...  
Additional Text: Transaction 7859444 - Approved By: NOREVIEW : 05-01-2020:15:25:23
- 160 5/1/2020 - 3860 - Request for Submission  
Additional Text: Transaction 7859444 - Approved By: NOREVIEW : 05-01-2020:15:25:23  
DOCUMENT TITLE: ORDER APPROVING STIPULATION REGARDING BREIFING SCHEDULE ( ORDER ATTACHED AS EXHIBIT 1)  
PARTY SUBMITTING: SHARON JANUZZI,ESQ  
DATE SUBMITTED: MAY 1, 2020  
SUBMITTED BY: BBLOUGH  
DATE RECEIVED JUDGE OFFICE:
- 161 5/1/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7859446 - Approved By: NOREVIEW : 05-01-2020:15:26:12
- 162 5/4/2020 - 2683 - Ord Addressing Stipulation  
Additional Text: APPROVING STIPULATION - Transaction 7860237 - Approved By: NOREVIEW : 05-04-2020:10:15:51
- 163 5/4/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7860240 - Approved By: NOREVIEW : 05-04-2020:10:18:31
- 164 5/4/2020 - S200 - Request for Submission Complet  
Additional Text: order

- 165 6/5/2020 - 2630 - Objection to ...  
Additional Text: LYNN VALERIE SLOVAK'S RESPONSE & OBJECTION TO JUANITA SLOVAK'S PETITION FOR SUMMARY DETERMINATION - Transaction 7912211 - Approved By: BBLOUGH : 06-08-2020:07:59:07
- 166 6/8/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7912487 - Approved By: NOREVIEW : 06-08-2020:08:00:36
- 167 6/19/2020 - 3795 - Reply...  
Additional Text: REPLY IN SUPPORT OF PETITION FOR SUMMARY DETERMINATION - Transaction 7935152 - Approved By: SACORDAG : 06-19-2020:17:59:33
- 168 6/19/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7935264 - Approved By: NOREVIEW : 06-19-2020:18:00:23
- 169 6/23/2020 - 1520 - Declaration  
Additional Text: Transaction 7938362 - Approved By: NOREVIEW : 06-23-2020:10:43:16
- 170 6/23/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7938375 - Approved By: NOREVIEW : 06-23-2020:10:44:51
- 171 7/29/2020 - 3370 - Order ...  
Additional Text: NOTICE OF AUDIO VISUAL HRG - Transaction 7994041 - Approved By: NOREVIEW : 07-29-2020:13:40:23
- 172 7/29/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7994045 - Approved By: NOREVIEW : 07-29-2020:13:41:29
- 173 7/30/2020 - 1695 - \*\* Exhibit(s) ...  
Additional Text: HEARING PROPOSED EXHIBITS SUBMITTED BY JUANITA SLOVAK FOR AUGUST 4, 2020 HEARING - Transaction 7995552 - Approved By: BBLOUGH : 07-30-2020:10:11:48
- 174 7/30/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7995570 - Approved By: NOREVIEW : 07-30-2020:10:15:08
- 175 7/31/2020 - 2610 - Notice ...  
Additional Text: AMENDMENT TO PROPOSED EXHIBITS SUBMITTED BY JUANITA SLOVAK FOR AUGUST 4, 2020 HEARING - Transaction 7997648 - Approved By: BBLOUGH : 07-31-2020:09:19:19
- 176 7/31/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7997673 - Approved By: NOREVIEW : 07-31-2020:09:21:37
- 177 7/31/2020 - 3370 - Order ...  
Additional Text: RE HEARING ON PETITION FOR SUMMARY DETERMINATION - Transaction 7998225 - Approved By: NOREVIEW : 07-31-2020:16:58:24
- 178 7/31/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 7998235 - Approved By: NOREVIEW : 07-31-2020:16:59:24
- 179 8/17/2020 - 3860 - Request for Submission  
Additional Text: Transaction 8022459 - Approved By: NOREVIEW : 08-17-2020:13:52:17  
DOCUMENT TITLE: STIPULATION FOR EXTENSION OF TIME REGARDING SUBMISSION OF PROPOSED ORDERS ON PETITION FOR SUMMARY DETERMINATION (ORDER PROVIDED)  
PARTY SUBMITTING: SHARON JANNUZZI ESQ  
DATE SUBMITTED: 8/17/2020  
SUBMITTED BY: CS  
DATE RECEIVED JUDGE OFFICE:
- 180 8/17/2020 - 4047 - Stip Extension of Time ...  
Additional Text: STIPULATION FOR EXTENSION OF TIME REGARDING SUBMISSION OF PROPOSED ORDERS ON PETITION FOR SUMMARY DETERMINATION Transaction 8022459 - Approved By: NOREVIEW : 08-17-2020:13:52:17
- 181 8/17/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8022471 - Approved By: NOREVIEW : 08-17-2020:13:53:35

- 182 8/24/2020 - 2683 - Ord Addressing Stipulation  
Additional Text: STIPULATION - Transaction 8033360 - Approved By: NOREVIEW : 08-24-2020:10:50:50
- 183 8/24/2020 - S200 - Request for Submission Complet  
Additional Text: order
- 184 8/24/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8033367 - Approved By: NOREVIEW : 08-24-2020:10:51:50
- 185 9/2/2020 - 3860 - Request for Submission  
Additional Text: Transaction 8050056 - Approved By: NOREVIEW : 09-02-2020:13:49:27  
DOCUMENT TITLE: ORDER APPROVING STIPULATION FOR EXTENSION OF TIME REGARDING SUBMISSION OF PROPOSED ORDERS ON PETITION FOR SUMMARY DETERMINATION (EXHIBIT 1)  
PARTY SUBMITTING: PATRICK MILLSAP ESQ  
DATE SUBMITTED: 9-2-2020  
SUBMITTED BY: YV  
DATE RECEIVED JUDGE OFFICE:
- 186 9/2/2020 - 4047 - Stip Extension of Time ...  
Additional Text: STIPULATION FOR EXTENSION OF TIME REGARDING SUBMISSION OF PROPOSED ORDERS ON PETITION FOR SUMMARY DETERMINATION - Transaction 8050056 - Approved By: NOREVIEW : 09-02-2020:13:49:27
- 187 9/2/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8050067 - Approved By: NOREVIEW : 09-02-2020:13:50:26
- 188 9/4/2020 - 2777 - Ord Approving ...  
Additional Text: STIPULATION - Transaction 8054630 - Approved By: NOREVIEW : 09-04-2020:14:04:51
- 189 9/4/2020 - S200 - Request for Submission Complet  
Additional Text: ORDER
- 190 9/4/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8054636 - Approved By: NOREVIEW : 09-04-2020:14:07:46
- 191 9/16/2020 - 2610 - Notice ...  
Additional Text: NOTICE OF PROVIDING PROPOSE DORDER - Transaction 8070384 - Approved By: YVILORIA : 09-16-2020:14:30:51
- 192 9/16/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8070442 - Approved By: NOREVIEW : 09-16-2020:14:34:12
- 193 9/16/2020 - 2610 - Notice ...  
Additional Text: NOTICE OF PROVIDING PROPOSED ORDER - Transaction 8070595 - Approved By: CSULEZIC : 09-16-2020:15:07:09
- 194 9/16/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8070630 - Approved By: NOREVIEW : 09-16-2020:15:08:10
- 195 9/21/2020 - 3860 - Request for Submission  
Additional Text: - Transaction 8078368 - Approved By: YVILORIA : 09-22-2020:08:16:59  
DOCUMENT TITLE: ALL DOCUMENTS RELATIVE TO THE REQUEST FOR JUDICIAL NOTICE  
PARTY SUBMITTING: ROBERT SLOVAK  
DATE SUBMITTED: 9-21-2020  
SUBMITTED BY: YV  
DATE RECEIVED JUDGE OFFICE:
- 196 9/21/2020 - 3870 - Request  
Additional Text: REQUEST FOR JUDICIAL NOTICE - Transaction 8078368 - Approved By: YVILORIA : 09-22-2020:08:16:59
- 197 9/22/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8078591 - Approved By: NOREVIEW : 09-22-2020:08:17:54

- 198 11/21/2020 - 3870 - Request  
Additional Text: REQUEST FOR COURT CLARIFICATION OF STATUS AND CONFIRMATION OF FILING AND RECEIPT OF 1991 WILL, 1991 TRUST, AND 2016 WILL - Transaction 8173053 - Approved By: AZAMORA : 11-23-2020:08:06:32
- 199 11/23/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8173245 - Approved By: NOREVIEW : 11-23-2020:08:07:31
- 200 11/30/2020 - 1650 - Errata...  
Additional Text: ERRATA TO REQUEST FOR COURT CLARIFICATION OF STATUS AND CONFIRMATION OF FILING AND RECEIPT OF 1991 WILL, 1991 TRUST, AND 2016 WILL - Transaction 8182418 - Approved By: CSULEZIC : 12-01-2020:08:16:17
- 201 12/1/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8182712 - Approved By: NOREVIEW : 12-01-2020:08:17:09
- 202 12/21/2020 - 3860 - Request for Submission  
Additional Text: Request for Submission - Transaction 8214997 - Approved By: NOREVIEW : 12-21-2020:18:37:19  
DOCUMENT TITLE: ALL DOCUMENTS RELATIVE TO THE REQUEST FOR COURT CLARIFICATION OF STATUS AND CONFIRMATION OF FILING AND RECEIPT OF 1991 WILL, 1991 TRUST, AND 2016 WILL  
PARTY SUBMITTING: ROBERT SLOVAK  
DATE SUBMITTED: 12-21-2020  
SUBMITTED BY: YV  
DATE RECEIVED JUDGE OFFICE:
- 203 12/21/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8214998 - Approved By: NOREVIEW : 12-21-2020:18:38:09
- 204 12/23/2020 - 3880 - Response...  
Additional Text: LYNN VALERIE SLOVAK'S RESPONSE TO REQUESTS FOR JUDICIAL NOTICE AND COURT CLARIFICATION - Transaction 8217468 - Approved By: CSULEZIC : 12-23-2020:12:15:56
- 205 12/23/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8217531 - Approved By: NOREVIEW : 12-23-2020:12:16:58
- 206 12/23/2020 - 3860 - Request for Submission  
Additional Text: Transaction 8217892 - Approved By: NOREVIEW : 12-23-2020:15:06:27  
DOCUMENT TITLE: LYNN VALERIE SLOVAK'S RESPONSE TO REQUESTS FOR JUDICIAL NOTICE AND COURT CLARIFICATION  
PARTY SUBMITTING: PATRICK MILLSAP ESQ  
DATE SUBMITTED: 12/23/2020  
SUBMITTED BY: CS  
DATE RECEIVED JUDGE OFFICE:
- 207 12/23/2020 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8217895 - Approved By: NOREVIEW : 12-23-2020:15:07:30
- 208 1/11/2021 - 3370 - Order ...  
Additional Text: Transaction 8240800 - Approved By: NOREVIEW : 01-11-2021:15:10:58
- 209 1/11/2021 - S200 - Request for Submission Complet  
Additional Text: ORDER
- 210 1/11/2021 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8240813 - Approved By: NOREVIEW : 01-11-2021:15:12:07
- 211 1/11/2021 - 3860 - Request for Submission  
Additional Text: Transaction 8241044 - Approved By: NOREVIEW : 01-11-2021:15:58:51  
DOCUMENT TITLE: PROPOSED ORDER ON PETITION FOR SUMMARY DETERMINATION ATTACHED TO THE NOTICE OF PROVIDING PROPOSED ORDER FILED 9-16-2020 (EXHIBIT 1)  
PARTY SUBMITTING: SHARON JANNUZZI ESQ  
DATE SUBMITTED: 1-11-2021  
SUBMITTED BY: YV  
DATE RECEIVED JUDGE OFFICE:

- 212 1/11/2021 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8241061 - Approved By: NOREVIEW : 01-11-2021:16:00:21
- 213 1/12/2021 - 3860 - Request for Submission  
Additional Text: Transaction 8242467 - Approved By: NOREVIEW : 01-12-2021:12:37:04  
DOCUMENT TITLE: PETITION FOR SUMMARY DETERMINATION (ORDER PROVIDED)  
PARTY SUBMITTING: PATRICK MILLSAP ESQ  
DATE SUBMITTED: 1/12/2021  
SUBMITTED BY: CS  
DATE RECEIVED JUDGE OFFICE:
- 214 1/12/2021 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8242469 - Approved By: NOREVIEW : 01-12-2021:12:38:03
- 215 2/28/2021 - S200 - Request for Submission Complet  
Additional Text: ORDER
- 216 2/28/2021 - S200 - Request for Submission Complet  
Additional Text: ORDER
- 217 2/28/2021 - S200 - Request for Submission Complet  
*No additional text exists for this entry.*
- 218 3/1/2021 - 3370 - Order ...  
Additional Text: SUMMARY DETERMINATION ORDER - Transaction 8317454 - Approved By: NOREVIEW : 03-01-2021:07:11:45
- 219 3/1/2021 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8317455 - Approved By: NOREVIEW : 03-01-2021:07:12:45
- 220 3/1/2021 - S200 - Request for Submission Complet  
Additional Text: order
- 221 3/1/2021 - S200 - Request for Submission Complet  
Additional Text: order
- 222 3/8/2021 - 1768 - General Claim  
Additional Text: SUPPLEMENT TO GENERAL CLAIM - Transaction 8331460 - Approved By: NOREVIEW : 03-08-2021:16:56:24
- 223 3/8/2021 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8331463 - Approved By: NOREVIEW : 03-08-2021:16:57:24
- 224 3/9/2021 - 2540 - Notice of Entry of Ord  
Additional Text: Transaction 8332855 - Approved By: NOREVIEW : 03-09-2021:12:33:56
- 225 3/9/2021 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8332856 - Approved By: NOREVIEW : 03-09-2021:12:36:04
- 226 3/9/2021 - 1520 - Declaration  
Additional Text: DECLARATION OF SERVICE Transaction 8333262 - Approved By: NOREVIEW : 03-09-2021:14:19:06
- 227 3/9/2021 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8333272 - Approved By: NOREVIEW : 03-09-2021:14:20:11
- 228 3/11/2021 - 1310 - Case Appeal Statement  
Additional Text: Transaction 8337849 - Approved By: YVILORIA : 03-11-2021:13:10:46

- 229 3/11/2021 - \$2515 - \$Notice/Appeal Supreme Court  
Additional Text: Transaction 8337849 - Approved By: YVILORIA : 03-11-2021:13:10:46
- 230 3/11/2021 - SAB - \*\*Supreme Court Appeal Bond  
Additional Text: LYNN V SLOVAK - Transaction 8337859 - Approved By: YVILORIA : 03-11-2021:13:12:29
- 231 3/11/2021 - PAYRC - \*\*Payment Receipted  
Additional Text: A Payment of \$24.00 was made on receipt DCDC670929.
- 232 3/11/2021 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8337883 - Approved By: NOREVIEW : 03-11-2021:13:11:49
- 233 3/11/2021 - PAYRC - \*\*Payment Receipted  
Additional Text: A Payment of \$500.00 was made on receipt DCDC670930.
- 234 3/11/2021 - NEF - Proof of Electronic Service  
Additional Text: Transaction 8337886 - Approved By: NOREVIEW : 03-11-2021:13:13:27
- 235 3/12/2021 - 1350 - Certificate of Clerk  
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 8339696 - Approved By: NOREVIEW : 03-12-2021:11:15:00
- 236 3/12/2021 - 4113 - District Ct Deficiency Notice  
Additional Text: NOTICE OF APPEAL DEFICIENCY - SUPREME COURT FILING FEES (DUE TO PUBLIC CLOSURE OF COURTHOUSE AND APPEALS CLERK UNABLE TO RECEIVE FEE) SUPREME COURT WILL SEND A NOTICE TO PAY ONCE APPEAL IS RECEIVED - Transaction 8339696 - Approved By: NOREVIEW : 03-12-2021:11:15:00

2777

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

IN THE MATTER OF THE ESTATE OF Case No.: PR17-00458  
JACK P. SLOVAK, also known as JOHN Dept. No.: PR  
PAUL SLOVAK, JR and JOHN PAUL  
SLOVAK,  
Deceased.

**SUMMARY DETERMINATION ORDER**

Before the Court is the *Petition for Summary Determination* (“*Petition*”) filed by Claimant/Petitioner Juanita Slovak (“Juanita”) <sup>1</sup>. The *Petition* seeks summary determination of Juanita’s *General Claim* filed February 12, 2019. The Personal Representative of the Estate of Jack P. Slovak, also known as John Paul Slovak, Jr., and John Paul Slovak (“Jack” and “Estate”), Lynn Slovak, filed *Lynn Valerie Slovak’s Response & Objection to Juanita Slovak’s Petition for Summary Determination* thereafter. Juanita filed her *Reply in Support of Petition for Summary Determination* in reply and the Court set the matter for hearing.

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<sup>1</sup> For clarity, the parties are identified by his or her first name as the last names are the same.

1 The Court has considered the papers filed, the entire file in this matter, the matters  
2 of which the Court took judicial notice, the arguments of counsel at the hearing in this  
3 matter, and good cause appearing, the Court finds, concludes, and orders as follows.

4 **I. EXHIBITS ADMITTED AT HEARING ON PETITION.**

5 At the hearing on the *Petition*, the parties stipulated to admission of the following  
6 exhibits into evidence.  
7

8 A. *Joint Petition for Summary Decree of Divorce* filed May 21, 2003 by Jack  
9 and Juanita.

10 B. Marital Agreement dated May 21, 2003 by Jack and Juanita.

11 C. *Decree of Divorce* filed May 28, 2003 in the Joint Petition for Summary  
12 Decree of Divorce proceeding.

13 D. Grant Bargain and Sale Deed conveying real property from Juanita to a  
14 third-party purchaser of real property recorded on November 16, 2016.  
15

16 **II. FINDINGS OF UNDISPUTED FACTS.**

17 1. On November 26, 1973, Juanita and Jack P. Slovak were married.

18 2. On May 21, 2003, Juanita and Jack, as self-represented litigants,  
19 filed their *Joint Petition for Summary Decree of Divorce* ("*Joint Petition*").

20 3. Juanita and Jack entered into a marital agreement, dated May 21,  
21 2003 ("*Marital Agreement*").  
22

23 4. The terms of the Marital Agreement were incorporated into the *Joint*  
24 *Petition* by reference.

25 5. The *Joint Petition* was a "form" joint petition. Section 6 addresses the  
26 division of assets, stating, "The community property should be divided as follows: WIFE  
27 SHALL RECEIVE THE FOLLOWING: \_\_\_\_\_ HUSBAND SHALL  
28



1 RECEIVE THE FOLLOWING: \_\_\_\_\_.” In the designated blank, “see  
2 enclosed Marital Agreement” was written. The same statement is written in the  
3 designated blank in Section 7, which addresses the division of debts. Section 8 addresses  
4 spousal support (alimony). In the designated blanks, the following is written: “Wife shall  
5 receive spousal support in the amount of \$3,000- per month, due and payable on the  
6 28<sup>th</sup> of each month for a period of her life Time. The spousal support shall begin on  
7 presently being paid and end on her death.”

8  
9 6. The Marital Agreement provides, in pertinent part, as follows:

10 2. HOUSE at 1669 CORLEONE DRIVE SPARKS, NV,  
11 presently in the SFT [Slovak Family Trust], title to be transferred to  
Juanita and Jack as joint owners. [...]

12 2.1. Both Juanita and Jack agree that as long as there is a  
13 mortgage on the 1669 Corleone Drive residence, each party will  
leave their half ownership to the other via a will or trust document.

14 2.2. If Jack passes away first, Jack's ½ interest in 1669  
15 Corleone Drive will be left to Juanita as primary beneficiary and  
Tyler A. Slovak as secondary beneficiary.

16 \* \* \*

17 3. ALIMONY: \$3000/month on the 1st of each month  
18 and Juanita does hereby accept these payments as full support,  
maintenance and alimony now and forever. In return Juanita does  
19 hereby waive all her rights to all assets of the marriage so that  
Jack can invest them in order to generate this income. This  
20 payment will be reduced to \$2000/month when the original house  
loan (\$200,000) is paid off in full.

21 \* \* \*

22 6. Jack shall retain sole ownership of all of his personal  
23 property and of all the other assets of the marriage not specifically  
24 identified in this agreement, provided that whatever income or  
principle [sic] needed is first used to provide for the \$3000.00 /  
month to Juanita as identified in Paragraph #3 of this agreement. It  
25 is understood that these payments are due to Juanita for the rest  
of her life, whether or not she is employed or remarried; and  
26 despite of any other income or net worth she may obtain; and

27 7. The parties recognize that Jack is engaged in and is the  
owner or has an interest in multiple business enterprises including,  
28 but not limited to, Tytec, Inc, Sierra Group-USA, Inc, and  
International Technology Partners, Inc. The parties further

1 recognize that Jack holds marketable securities and other financial  
2 investments. For the mutual promises and covenants herein  
3 contained, Juanita hereby waives all right, title, claim or interest by  
4 equitable distribution or otherwise that she might have in and to all  
5 of these and any other business interests of Jack. The parties also  
6 recognize that, as a real estate business investor, from time to  
7 time, Jack creates or acquires additional business interests. It is  
8 specifically agreed that, by the waiver contained within this section,  
9 Juanita hereby waives all right, title, claim or other interest she  
10 might have to any of these entities and any other entities in which  
11 Jack now or will ever acquire; and

12 8. If Jack elects to change his Will or trust it shall reflect this  
13 agreement and Juanita's right to receive alimony as provided for  
14 herein.

15 Marital Agreement (emphasis supplied).

16 7. The *Decree of Divorce* ("Decree") ordered, adjudged and decreed  
17 "the agreement, as it is stated in the . . . Joint Petition, regarding the division and  
18 distribution of assets and debts, is hereby ratified, confirmed, and incorporated into this  
19 Decree as though fully set forth."

20 8. The *Decree* ordered, adjudged and decreed "the agreement, as it is  
21 stated in the . . . Joint Petition, regarding the issue of spousal support is hereby ratified,  
22 confirmed, and incorporated into this Decree as though fully set forth."

23 9. In 2005, Jack increased Juanita's monthly payment from \$3,000 per  
24 month to \$4,000 per month to compensate for the high interest rate she was paying on the  
25 mortgage for the Corleone house.

26 10. From 2005 to June 2016, Jack made monthly payments to Juanita in  
27 the amount of \$4,000 per month.

28 11. On July 21, 2016, Jack died in Reno, Nevada.

12. At the time of Jack's death, he was married to Lynn Slovak. ("Lynn").

13. On November 16, 2016, the sale and transfer of title to the Corleone  
house was recorded.

1                   14.     The mortgage on the Corleone house was satisfied on November 16,  
2     2016.

3                   15.     On August 10, 2017, Lynn filed her *Petition for Probate of Will, for*  
4     *Appointment as Personal Representative, and for Issuance of Letters Testamentary*  
5     (Ancillary Administration). On October 12, 2017, the *Order Admitting Will to Probate,*  
6     *Appointing Personal Representative and for Issuance of Letters Testamentary* was  
7     entered and appointed Lynn Slovak as the Personal Representative ("Lynn PR").  
8

9                   16.     After Jack's death, Lynn, individually and as the Personal  
10    Representative, made payments to Juanita, as follows:

<u>2016</u>	
August	\$3,000
September	3,000
October	3,000
November	2,000
December	2,000
<u>2018</u>	
December	2,000
<u>2019</u>	
January	2,000
February	2,000
April	2,000
May	2,000
June	<u>2,000</u>
Total	<u>\$25,000</u>

22  
23                   17.     The *Notice to Creditors* was filed in this matter on March 13, 2018.  
24     On March 14, 2018, the *Affidavit of Mailing* to creditors was filed evidencing the *Notice*  
25     *to Creditors* was mailed to Medicaid Estate Recovery only. The *Notice to Creditors* was  
26     published and the *Proof of Publication* was filed on April 7, 2018 and reflects the first  
27     date of publication in the Sparks Tribune was March 21, 2018.  
28

1                   18.    On February 12, 2019, Juanita filed her *General Claim*. Juanita's  
2 *General Claim* is for outstanding payments due as of the date of filing and future Marital  
3 Agreement monthly payments for the duration of her life ("*General Claim*").

4                   19.    Lynn PR did not subscribe any allowance or rejection of the  
5 *General Claim* and did not file any notice regarding the same.

6                   20.    Lynn and Lynn PR<sup>2</sup> admit there is an obligation under the Marital  
7 Agreement to provide monthly payments to Juanita during Jack's lifetime.

8                   21.    On March 13, 2020, Juanita filed the *Petition*.

9                   22.    No challenge to timeliness of Juanita's claim or *Petition* has been  
10 asserted.

11                   23.    To the extent any of the following conclusions of law include, or  
12 may be construed to include or constitute, they are incorporated here.

13  
14  
15 **II.    CONCLUSIONS OF LAW.**

16                   Based on the foregoing exhibits admitted and findings of undisputed facts, the  
17 Court concludes as a matter of law as follows:

18                   1.    To the extent any of the findings of undisputed fact set forth  
19 above constitute or may be construed to constitute conclusions of law, they are  
20 incorporated here.

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24 \_\_\_\_\_  
25 <sup>2</sup> As stated, Lynn initiated this proceeding as an ancillary proceeding. The domiciliary  
26 proceeding was filed in New Zealand. The June 3, 2016 Will of Jack P. Slovak, executed in  
27 New Zealand, was admitted to probate in New Zealand and here. Under the June 3, 2016  
28 Will, Lynn is the sole beneficiary as she survived Jack. Contested proceedings have ensued.  
For ease, the Court identifies Lynn and Lynn PR as "Lynn" in the remainder of this order. No  
findings or conclusions made herein on the summary determination of Juanita's *General  
Claim* shall be construed as ruling on any of the other contested matters in this action.

1                   2.     There is no factual dispute as to the material issues raised by the  
2 parties and now considered by the Court. Solid v. Dist. Court, 133 Nev. 118, 124, 393  
3 P.3d 666, 672 (2017).

4                   3.     The parties agree a valid Marital Agreement was entered into by  
5 Jack and Juanita, and a valid Decree was entered by the Court. The parties disagree  
6 on the legal interpretation.

7                   4.     Juanita's *Petition*, as considered, presents a question of law.

8                   5.     The issue of law before the Court for determination is whether the  
9 monthly payment obligation is part of a property settlement or is periodic alimony. The  
10 sub-issue of law for determination is, if the monthly payment obligation is a property  
11 settlement obligation, whether it is a charge on Jack's estate. The next sub-issue of law  
12 is if the obligation is a charge on Jack's estate, whether the post-death month payment  
13 obligation is \$3,000 or \$2,000.

14                   **A.     THE *PETITION* IS PROPERLY BEFORE THE COURT.**

15                   6<sup>3</sup>.    Juanita's claim is ripe for adjudication by this Court.

16                   7.     The Nevada Revised Statutes provide: "If a personal representative  
17 refuses or neglects to endorse on a claim an allowance or rejection within 15 days . . .  
18 or does not file a notice of allowance or rejection, the claim shall be deemed rejected."  
19 NRS 147.110(2).

20                   8.     Juanita's claim is deemed rejected by operation of Nevada law.

21                   9.     No party objected to the date of filing of the *General Claim*.

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28 <sup>3</sup> The Court deems it appropriate to use sequential numbering of the findings and  
conclusions, contrary to most style manuals, although split by B-Heads.

1           **B.     THE PAYMENT OBLIGATION IS PART OF A PROPERTY**  
2           **SETTLEMENT.**

3           10.     The *General Claim* seeks payments to which Jack was and Jack's  
4     estate is obligated pay as part of the Marital Agreement property settlement.

5           11.     Lynn contends the monthly payment obligation was periodic  
6     alimony and any obligation to pay said payments terminated upon Jack's death  
7     pursuant to NRS 125.150(6).<sup>4</sup>

8           12.     Juanita contends the monthly payment obligation was a property  
9     settlement and Jack's death remains obligated to pay the monthly payment obligation.

10          13.     To establish a payment obligation is part of a property settlement,  
11     the payment obligation must be of a "permanent" nature and agreed upon in lieu of a  
12     community property interest. Waltz v. Waltz, 110 Nev. 605, 608-09, 877 P.2d 501, 503  
13     (1994).

14          14.     "NRS 125.150[(6)] cannot be used as authority to order cessation  
15     of alimony payments when those payments were clearly a property settlement." Id. at  
16     609, 877 P.2d at 503 (citing Krick v. Krick, 76 Nev. 52, 55-56, 348 P.2d 752, 754  
17     (1960)).<sup>5</sup>

18          15.     The Marital Agreement is a contract entered into between Jack and  
19     Juanita.

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24  
25     <sup>4</sup> See NRS 125.150(6) ("In the event of the death of either party or the subsequent  
26     remarriage of the spouse to whom specified periodic payments were to be made, all the  
27     payments required by the decree must cease, unless it was otherwise ordered by the  
28     court.").

29     <sup>5</sup> When the Waltz Court considered the language of Section 6 of NRS 125.150, it was set  
30     forth in Section 5 of the same statutory provision. In 2015, the Nevada Legislature move  
31     such language to Section 6 by amendment. See A.B. 362, 78<sup>th</sup> Leg. (2015) (enacted).

1           16.    The recitals state the purpose of the agreement is “the settlement  
2 of their property rights,” and “[b]oth parties wish to use this agreement as the basis for a  
3 divorce settlement.”

4           17.    Paragraphs 2, 2.1, 2.2, and 3 of the Marital Agreement establish  
5 Juanita agreed to receive a monthly payment “now and forever,” in the initial amount of  
6 \$3,000 per month and then in the reduced amount of \$2,000 per month after the  
7 Corleone house mortgage had been paid in full.

8           18.    Paragraph 6 of the Marital Agreement provides “these payments  
9 are due to Juanita for the rest of her life.” The payments are not conditioned on any  
10 subsequent remarriage, employment, or other income she obtains.

11           19.    Paragraphs 2-2.2, 3, and 6-7 evidence Juanita bargained for the  
12 right to payment, as well as Jack’s one-half interest in the Corleone house if he died  
13 first. In exchange she waived “all her rights to all assets of the marriage,” including, but  
14 not limited to, her community property rights.

15           20.    The terms of the Marital Agreement establish Juanita agreed to the  
16 monthly payment obligation in lieu of receiving her community property interest. See  
17 Waltz, 110 Nev. at 608-09, 877 P.2d at 503 (finding property settlement where payment  
18 substituted for community property interest).

19           21.    Paragraph 8 of the Marital Agreement preserves Juanita’s  
20 bargained-for right to the monthly payment obligation by requiring Jack to reflect the  
21 terms of the agreement and Juanita’s rights in any “change [to] his Will or trust.” These  
22 terms establish the permanent nature of the payment obligation. See Waltz, 110 Nev.  
23 at 608, 877 P.2d at 503 (permanent nature of payment obligation); Krick, 76 Nev. at 56-

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1 58, 348 P.2d at 754-756 (permanent nature where payment obligation continued for  
2 wife's life).

3           22. Lynn maintains the payment obligation is periodic alimony because  
4 the term "permanent alimony" was not used, and Jack paid the monthly payments  
5 obligation from his own funds and the Decree does not use the terminology "permanent  
6 alimony." The Court disagrees.

7  
8           23. The Marital Agreement establishes Juanita's payment right is tied  
9 to her waiver of "all her rights to all assets of the marriage," including all her community  
10 property interest. Nevada law does not require a divorce decree to use the phrase  
11 "permanent alimony" in order for a payment to become a property settlement.  
12 Payments can constitute a property settlement even when "the divorce decree did not  
13 specifically refer to a property settlement." 110 Nev. at 609, 877 P.2d at 503.

14  
15           24. Lynn maintains Waltz is factually distinguishable in two ways  
16 because in Waltz, the alimony payor did not die, and the alimony obligation terminated  
17 upon the death of the payor. The first distinction is not germane to this Court's  
18 determination because Waltz did not make the death of the payor an element in  
19 determining whether a payment is alimony or a property settlement. The second  
20 distinction is also not determinative. The payment period in Waltz continued "until the  
21 death of either party"; nevertheless, the Waltz court concluded the alimony obligation  
22 was a property settlement. Id. at 608, 877 P.2d at 503.

23  
24           25. The monthly payment obligation is part of a property settlement  
25 under the Marital Agreement. Id. at 608-09, 877 P.2d at 503.

26           26. Lynn argues, in the alternative, in the *Decree* the Court did not  
27 ratify, incorporate, and order the payment obligation established by the terms of the  
28



1 Marital Agreement. She maintains the Court ratified Section 8 of the Joint Petition.  
2 Section 8 addresses spousal support (alimony). Lynn argues Jack and Juanita agreed  
3 to a periodic alimony obligation in Section 8 because they do not reference the Marital  
4 Agreement in that section. Lynn asserts the “agreement” the Court refers to and ratifies  
5 in its Decree is this alimony obligation set forth in Section 8. This Court disagrees.  
6

7           27. “When parties to pending litigation enter into a settlement, they  
8 enter into a contract . . . subject to general principles of contract law.” Grisham v.  
9 Grisham, 128 Nev. 679, 685, 289 P.3d 230, 234 (2012). “The objective in interpreting a  
10 [ ] [contract] provision . . . is to discern the intent of the contracting parties.” Barbara Ann  
11 Hollier Trust v. Shack, 131 Nev. 582, 593, 356 P.3d 1085, 1092 (2015). “[T]he initial  
12 focus is on whether the language of the contract is clear and unambiguous; if it is, the  
13 contract will be enforced as written.” Id. A contract is ambiguous if its terms may  
14 reasonably be interpreted in more than one way, i.e., subject to two or more reasonable  
15 interpretations, or “having a double meaning.” Galardi v. Naples Polaris, Ltd. Liab. Co.,  
16 129 Nev. 306, 309, 301 P.3d 364, 366 (2013). “[A] court should not interpret a contract  
17 so as to make meaningless its provisions, and [e]very word must be given effect if at all  
18 possible.” Mendenhall v. Tassinari, 133 Nev. 614, 624-25, 403 P.3d 364, 373 (2017).  
19 “An interpretation which results in a fair and reasonable contract is preferable to one  
20 that results in a harsh and unreasonable contract.” Dickenson v. State, Dept. of Wildlife,  
21 110 Nev. 934, 937, 877 P.2d 1059, 1061 (1994).  
22  
23

24           28. Jack and Juanita incorporated the terms of the Marital Agreement,  
25 which included Juanita’s bargained-for payment right, into Sections 6 and 7 of the Joint  
26 Petition by express reference. Sections 6 and 7 address the division and distribution of  
27 their assets and debts subject to the divorce.  
28

1           29.     The Court ratified and incorporated the full terms of the Marital  
2 Agreement, including Juanita's right to monthly payments, into the Decree.

3           30.     The Joint Petition filed by Jack and Juanita was a "form" joint  
4 petition. In the Section 8 "blanks" they set forth payment terms that mirror the terms of  
5 the monthly payment obligation established by the Marital Agreement. Jack and Juanita  
6 do not use the words "Marital Agreement" in Section 8. Such words are not required to  
7 give effect a property settlement obligation in place of an alimony obligation.

8           31.     The use of the terms of Juanita's payment right in Section 8  
9 indicates in clear language their intent to obtain a divorce decree that ordered such  
10 payment obligation rather than alimony. There is no contrary language in the Marital  
11 Agreement or the *Joint Petition* indicating Jack and Juanita agreed to establish the  
12 payment obligation in the Marital Agreement, but then ignore it in their Joint Petition, or  
13 in the alternative, that Section 8 was intended to establish an alimony obligation *in*  
14 *addition to* the payment obligation in Section 6 as part of their divorce settlement.

15           32.     Although the labels may confuse the issue, the actual language and  
16 intent of the Marital Agreement and the *Joint Petition* is clear and unambiguous.  
17 Barbara Ann Hollier, 131 Nev. at 593, 356 P.3d at 1092.

18  
19  
20           **C.     THE PAYMENT OBLIGATION IS BINDING ON JACK'S ESTATE.**

21           33.     As stated, the sub-issue of law for this Court to determine is  
22 whether the payment obligation established by the terms of the Marital Agreement to  
23 survives Jack's death and is a charge upon his estate for Juanita's life. Barbara Ann  
24 Hollier, 131 Nev. at 593, 356 P.3d at 1092.

25           34.     Paragraphs 2, 2.1, 2.2, and 3 establish Juanita agreed to receive a  
26 monthly payment "now and forever." Paragraph 6 provides "these payments are due to  
27  
28

1 Juanita for the rest of her life.” No conditions are stated for receipt in an amount.  
2 Paragraphs 2-2.2, 3, and 6-7 establish Juanita bargained for the payment right, as well  
3 as Jack’s one-half interest in the Corleone house if he died first. In exchange, she  
4 waived “all her rights to all assets of the marriage.” Paragraph 8 also preserves  
5 Juanita’s bargained-for rights by requiring Jack to reflect the terms of the agreement  
6 and Juanita’s rights in any “change [to] his Will or trust.”  
7

8 35. On these clear terms, the duration of the payment obligation is  
9 established, Juanita’s life. The terms reflect the parties’ intent to preserve Juanita’s  
10 payment right after Jack’s death because, in Paragraph 8, Jack agreed to acknowledge  
11 her rights *in express language* in any changes made to his estate plan. By the express  
12 terms, the parties precluded Juanita’s right from termination by subsequent estate  
13 planning.  
14

15 36. Paragraph 8 was contrary to Jack’s rights if he intended the  
16 payments to end upon his death because the Marital Agreement’s precludes such  
17 change. See Mendenhall, *supra*, 133 Nev. at 624-25, 403 P.3d at 373 (proscribing  
18 interpretations rendering a contract meaningless); Dickenson, 110 Nev. at 937, 877  
19 P.2d at 1061 (proscribing interpretations producing harsh results).<sup>6</sup>  
20

21 37. Lynn argues the absence of any express statement in the Marital  
22 Agreement that Juanita’s payment right survives Jack’s death and becomes a charge  
23 on his estate for her life is dispositive evidence the payment obligation ceased on Jack’s  
24 death. She cites s NRS 125.150(6)—which makes such absence in an *alimony*  
25 agreement dispositive evidence of the parties’ intent to terminate such payments on the  
26

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27 <sup>6</sup> While Paragraph 3 reduces the amount of the payment obligation when the Corleone house  
28 loan is paid off in full, such language does not indicate the parties’ intent for such obligation  
to terminate upon Jack’s death. Rather, it supports the interpretation of Paragraph 3 that

1 payor's death—as well as the same rule articulated in the Florida case of O'Malley v.  
2 Pan American Bank of Orlando, 384 So.2d 1258 (Fl. 1980) and the Ohio case of Hague  
3 v. Kosicek, 137 N.E.3d 530 (Ohio App. 2019). The Court declines to adopt this  
4 interpretation for several reasons.

5           38. As stated, NRS 125.150(6) is not determinative here because the  
6 payment obligation is a property settlement payment obligation. Waltz, 110 Nev. at 609,  
7 877 P.2d at 503. Although the subtitle “ALIMONY” is used, the label does not define the  
8 nature of the interest.

9  
10           39. The absence of specific language saying the payment obligation  
11 will be a charge on Jack's estate is not dispositive. This absence is considered when  
12 interpreting the language of the Marital Agreement under general principles of contract  
13 law to discern whether it is clear as to the parties' intent. See Grisham, supra, 128 Nev.  
14 at 685, 289 P.3d at 234 (applying contract principles to settlement contracts).

15  
16           40. Juanita's life is the exclusive measure of duration for the payment  
17 obligation, i.e., “the rest of her life,” and establishes Jack agreed to the payment  
18 obligation under terms which ensured the preservation of her rights beyond his death.

19           41. O'Malley and Hague are distinguishable from the facts at hand. In  
20 O'Malley, the Florida Supreme Court concluded that the alimony payments were not a  
21 property settlement because “[t]hey were not tied to any property rights.” O'Malley v.  
22 Pan Am. Bank of Orlando, N. A., 384 So. 2d 1258, 1260 (Fla. 1980). Unlike O'Malley,  
23 Juanita's payment right is part of a property settlement which she bargained for in  
24 exchange for waiving “all her rights to all assets of the marriage.” Because her payment  
25 right is part of a property settlement, the rule articulated in O'Malley does not apply.

26  
27  
28 Jack's death was not tied to Juanita's payment right.

1 Similar to O'Malley, the court in Hague addressed an alimony payment established by  
2 divorce decree. Hague v. Kosicek, 137 N.E.3d 530, 531 (Ohio App. 2019). Hague is not  
3 persuasive. Juanita's payments are not alimony, but part of a property settlement  
4 established by the terms of the Marital Agreement. Here, the Court ratified and  
5 incorporated the parties' bargained-for obligation, included in the terms of the Marital  
6 Agreement, into its Decree.

7  
8 42. Lynn also challenges the survival of the payment obligation after  
9 Jack's death. Lynn maintains the Marital Agreement does not use the word "estate" and  
10 because the Court is not permitted to read terms into the agreement, it cannot survive  
11 Jack's death. To the contrary, Nevada law does not require the terms of a property  
12 settlement agreement to utilize specific words or phrases to bind a party's estate to an  
13 agreed-upon obligation. Nevada law does, however, require the agreement to be  
14 interpreted in a manner that gives effect to the parties' intentions. See Grisham, 128  
15 Nev. at 685, 289 P.3d at 234 (applying contract law to settlement contracts);  
16 Mendenhall, 133 Nev. at 624-25, 403 P.3d at 373 ("Every word must be given effect if at  
17 all possible."). Jack and Juanita clearly stated in the Marital Agreement that the  
18 payment obligation continues for the rest of Juanita's life. Her life is the exclusive  
19 measure of duration. Jack's interest in the Corleone house will transfer to Juanita if he  
20 dies first. And, her rights are preserved beyond his death. The testamentary provisions  
21 and restrictions to which Jack agreed in Paragraphs 2 and 8 of the Marital Agreement  
22 constitute a reference to his estate and the intent Juanita's rights remained intact in the  
23 event he died first.

24  
25  
26 43. Juanita's proffered interpretation does not read terms into the  
27 agreement. Barbara Ann Hollier, 131 Nev. at 593, 356 P.3d at 1092.

1                   44. Nevada law supports survival of the obligation to Juanita as a  
2 charge on Jack's estate as valid and allowable obligations set forth by a property  
3 settlement agreement that were bargained for in lieu of community property rights  
4 and/or spousal support, *including* obligations charged upon the payor's estate and  
5 ordered by judicial decree. See Waltz, 110 Nev. at 608, 877 P.2d at 503 (charging  
6 payor with bargained-for \$200 per month obligation because property settlement  
7 agreement and court decree provided for "permanent alimony"); Krick, 76 Nev. at 54-55,  
8 348 P.2d at 753 (charging husband with bargained-for \$750 per month obligation  
9 because property settlement agreement and court decree set duration "during [ex-  
10 wife's] life"); Barbash v. Barbash, 91 Nev. 320, 321, 535 P.2d 781, 781 (1975) (charging  
11 husband's estate with bargained-for \$100 per month obligation because property  
12 settlement agreement and court decree set duration "during [ex-wife's] natural life"); In  
13 re Mesmer's Estate, 270 P. 732, 733-35 (Cal. App. 1st Dist. 1928) (charging husband's  
14 estate with \$75 per month obligation because property settlement agreement and court  
15 decree set duration "during the remainder of [ex-wife's] natural life"); Matter of  
16 Gustafson's Estate, 287 N.W.2d 700, 703 (N.D. 1980) (charging husband's estate with  
17 payment obligation because property settlement agreement and court decree set  
18 duration at "death of the [wife]"); In re Yoss' Estate, 24 N.W.2d 399, 400 (Iowa 1946)  
19 ("Almost without exception . . . , the authorities hold that parties to a divorce suit have  
20 the right to agree that periodic payments to the wife shall continue after the husband's  
21 death or for the lifetime of the wife and where such agreement is approved by the court  
22 it is valid and enforceable against the husband's estate.").

26                   45. Lynn's challenge to Juanita's interpretation is belied by her actions  
27 in this matter. Namely, after Jack's death, Lynn continued making payments to Juanita  
28

1 from August 2016 to June 2019 in the total amount of \$25,000. The payments were  
2 made in monthly installments—albeit it not every month—in amounts consistent with the  
3 monthly payment obligation established by the Marital Agreement.

4           46. Lynn’s payments ratified the Jack’s monthly payment obligation  
5 under the Marital Agreement and honored the obligation at least in part. Based upon  
6 her actions, Lynn is estopped from claiming any right to terminate the payment  
7 obligation upon Jack’s death. See Nevada Yellow Cab Corp. v. Dist. Ct., 123 Nev. 44,  
8 49, 152 P.3d 737, 740 (2007) (“Waiver requires the intentional relinquishment of a  
9 known right. If intent is to be inferred from conduct, the conduct must clearly indicate the  
10 party’s intention. Thus, the waiver of a right may be inferred when a party engages in  
11 conduct so inconsistent with an intent to enforce the right as to induce a reasonable  
12 belief that the right has been relinquished.”).

13           47. Jack and Juanita intended for the payment obligation established  
14 by the terms of the Marital Agreement to survive Jack’s death and to be charged upon  
15 his estate for Juanita’s life. Barbara Ann Hollier, 131 Nev. at 593, 356 P.3d at 1092.

16           48. Lynn poses the alternative argument the Marital Agreement is not  
17 enforceable against Jack’s estate under Nevada law because the duration is not  
18 definite, and the total dollar value of the payment obligation is not identified which she  
19 asserts is required to establish a valid contract. The Nevada Supreme Court has  
20 upheld as enforceable property settlements with indefinite payment periods and  
21 payment obligations without an ascertained total dollar value. See Waltz, 110 Nev. at  
22 608, 877 P.2d at 503 (upholding indefinite duration of “permanent alimony”); Krick, 76  
23 Nev. at 54-55, 348 P.2d at 753 (upholding indefinite duration of “during the [ex-wife’s]  
24 life”); Barbash, 91 Nev. at 321, 535 P.2d at 781 (upholding indefinite duration of “during  
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1 [ex-wife's] natural life."); see also Mesmer's, 270 P. at 732 (California Court upheld  
2 indefinite duration of "during the remainder of [ex-wife's] natural life").

3 49. The monthly payment obligation set forth by the terms of the Marital  
4 Agreement which Juanita claims by her General Claim, filed February 12, 2019, is valid  
5 allowed and approved as a debt of Jack's estate.  
6

7 **D. The Amount Owing Under the Payment Obligation**

8 50. Lastly, the Court must determine the amount owing to Juanita  
9 pursuant to the payment obligation.

10 51. Paragraphs 2 and 3 of the Marital Agreement set forth in clear and  
11 unambiguous Juanita is to receive \$3,000 per month until the mortgage on the Corleone  
12 house is fully satisfied. Specifically, the Marital Agreement provides: "This payment will  
13 be reduced to \$2000/month when the original house loan (\$200,000) is paid off in full."  
14

15 52. Juanita argues she did not choose to sell the Corleone property but  
16 could not keep the property because her monthly income from the monthly payment  
17 obligation and other sources was insufficient.

18 53. Lynn argues that if there is a lifetime payment obligation, then  
19 Juanita retained the benefit of selling the Corleone house and no mortgage exists to  
20 maintain the monthly payment at \$3,000 and instead the payment should be reduced to  
21 \$2,000 per month.  
22

23 54. The Court applies the contract principles and applicable law, supra,  
24 and finds the language and intent of the Marital Agreement is clear. The monthly  
25 payment obligation decreased from \$3,000 to \$2,000 based on satisfaction of the  
26 mortgage on the Corleone house.

27 //



1           55. Juanita is entitled to recover on her *General Claim* a sum equal to  
2 unpaid monthly payments in the amount of \$3,000 until November 16, 2016 which is the  
3 date of recordation of the deed transferring Corleone property, plus unpaid monthly  
4 payments in the amount of \$2,000, commencing December 1, 2016 and continuing for  
5 her lifetime.  
6

7           Based on the foregoing and good cause appearing,

8 **IT IS HEREBY ORDERED:**

9           1. Summary determination of Juanita's *General Claim* is GRANTED.

10          2. Juanita's *General Claim* is allowed and is a charge on the Estate of Jack  
11 P. Slovak, deceased.

12          3. The amount due to Juanita on the *General Claim* is the amount of unpaid  
13 \$3,000 monthly payments through November 1, 2016, plus the amount of unpaid  
14 \$2,000 monthly payments to date, with a continuing lifetime interest in monthly  
15 payments, payable at \$2,000 per month.  
16

17          4. Within fifteen (15) days, Juanita shall file a supplement to her *General*  
18 *Claim* in accordance with this summary determination stating the total amount of  
19 payments due to date, credits for payments made, allowable interest on the *General*  
20 *Claim*, calculation of interest due, and a total calculation of the amount owed as of April  
21 1, 2021 ("*General Claim* calculation").  
22

23          5. Lynn shall have fifteen (15) days from the date of filing of the calculation to  
24 file an objection to or a notice she does not object to the *General Claim* calculation.

25          6. If Lynn does not object to the calculation, the *General Claim* amount due  
26 as of April 1, 2021 shall be paid on or before April 1, 2021.

27 //

7. If Lynn objects to the calculation, the parties are directed to set a hearing.

8. If Lynn does not object, commencing May 1, 2021, monthly payments in the amount of \$2,000 shall be paid to Juanita in the manner she requests, i.e., mail, electronic deposit, payment delivered to counsel, not later than the 1<sup>st</sup> of each month for her lifetime. Juanita's counsel shall provide Lynn's counsel payment instructions not later than March 15, 2021.

9. The parties are directed to meet and confer and/or set a settlement conference with a Judicial Officer or a private mediator within one hundred and twenty (120) days, to discuss possible negotiation, settlement and payment of Juanita's lifetime interest, post April 1, 2021, by determination of present value and/or payment means, i.e., annuity or other payment modality to facilitate resolution of Juanita's full interest.

DATED this 27th day of February, 2021.

DISTRICT JUDGE

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13 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

14 **IN AND FOR THE COUNTY OF WASHOE**

15 **IN THE MATTER OF THE ESTATE**

Case No.: PR17-00458

16 **OF**

Dept. No.: PR

17 **JACK P SLOVAK, also known as JOHN**  
18 **PAUL SLOVAK JR, and JOHN PAUL**  
19 **SLOVAK.**

20 **NOTICE OF ENTRY OF ORDER**

21 **PLEASE TAKE NOTICE** that on March 1, 2021, this Court entered its *Summary*  
22 *Determination Order*, a copy of which is attached hereto as **Exhibit 1**.

23 **AFFIRMATION**

24 The undersigned affirms this document does not contain the social security  
25 number or legally private information of any person.

26 **DATED** this 9<sup>th</sup> day of March, 2021.

27 By: /s/ *Patrick R. Millsap*

28 F. McClure Wallace, Esq.  
Nevada Bar No. 10264  
Patrick R. Millsap, Esq.  
Nevada Bar No.: 12043  
Wallace & Millsap  
Attorneys for Lynn Valerie Slovak

**CERTIFICATE OF SERVICE**

The undersigned certifies the foregoing Notice of Entry of Order was served upon Juanita Slovak, by and through her Legal Counsel of Record, the law firm of WOODBURN AND WEDGE, via the Court's electronic filing system "eFlex" on the date shown below.

The undersigned Counsel further certifies the foregoing Notice of Entry of Order was deposited in the County mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, a true and correct copy of the attached document addressed as follows:

Tyler P. Slovak  
101 Tremaine Ave., Lot 7 DP  
Palmerston North 493664  
New Zealand

Robert Slovak  
PO Box 5050  
Incline Village, NV 89450

**DATED** this 9<sup>th</sup> day of March, 2021.

By: /s/ Patrick R. Millsap.  
Patrick R. Millsap, Esq.  
Nevada Bar No.: 12043  
Wallace & Millsap  
510 W. Plumb Lane, Suite A  
Reno, Nevada 89509  
Ph: (775) 683-9599  
Fax: (775) 683-9597  
patrick@wallacemillsap.com  
Attorneys for Lynn Valerie Slovak

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**EXHIBIT INDEX**

**EXHIBIT NO.**

**DESCRIPTION**

**PAGE**

1

Summary Determination Order

21

FILED  
Electronically  
PR17-00458  
2021-03-09 12:30:23 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 8332855

# EXHIBIT 1

# EXHIBIT 1

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

IN THE MATTER OF THE ESTATE OF Case No.: PR17-00458  
JACK P. SLOVAK, also known as JOHN Dept. No.: PR  
PAUL SLOVAK, JR and JOHN PAUL  
SLOVAK,  
Deceased.

**SUMMARY DETERMINATION ORDER**

Before the Court is the *Petition for Summary Determination* (“*Petition*”) filed by Claimant/Petitioner Juanita Slovak (“Juanita”) <sup>1</sup>. The *Petition* seeks summary determination of Juanita’s *General Claim* filed February 12, 2019. The Personal Representative of the Estate of Jack P. Slovak, also known as John Paul Slovak, Jr., and John Paul Slovak (“Jack” and “Estate”), Lynn Slovak, filed *Lynn Valerie Slovak’s Response & Objection to Juanita Slovak’s Petition for Summary Determination* thereafter. Juanita filed her *Reply in Support of Petition for Summary Determination* in reply and the Court set the matter for hearing.

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//

<sup>1</sup> For clarity, the parties are identified by his or her first name as the last names are the same.



1 The Court has considered the papers filed, the entire file in this matter, the matters  
2 of which the Court took judicial notice, the arguments of counsel at the hearing in this  
3 matter, and good cause appearing, the Court finds, concludes, and orders as follows.

4 **I. EXHIBITS ADMITTED AT HEARING ON PETITION.**

5 At the hearing on the *Petition*, the parties stipulated to admission of the following  
6 exhibits into evidence.  
7

8 A. *Joint Petition for Summary Decree of Divorce* filed May 21, 2003 by Jack  
9 and Juanita.

10 B. Marital Agreement dated May 21, 2003 by Jack and Juanita.

11 C. *Decree of Divorce* filed May 28, 2003 in the Joint Petition for Summary  
12 Decree of Divorce proceeding.

13 D. Grant Bargain and Sale Deed conveying real property from Juanita to a  
14 third-party purchaser of real property recorded on November 16, 2016.  
15

16 **II. FINDINGS OF UNDISPUTED FACTS.**

17 1. On November 26, 1973, Juanita and Jack P. Slovak were married.

18 2. On May 21, 2003, Juanita and Jack, as self-represented litigants,  
19 filed their *Joint Petition for Summary Decree of Divorce* ("*Joint Petition*").

20 3. Juanita and Jack entered into a marital agreement, dated May 21,  
21 2003 ("*Marital Agreement*").  
22

23 4. The terms of the Marital Agreement were incorporated into the *Joint*  
24 *Petition* by reference.

25 5. The *Joint Petition* was a "form" joint petition. Section 6 addresses the  
26 division of assets, stating, "The community property should be divided as follows: WIFE  
27 SHALL RECEIVE THE FOLLOWING: \_\_\_\_\_ HUSBAND SHALL  
28

1 RECEIVE THE FOLLOWING: \_\_\_\_\_.” In the designated blank, “see  
2 enclosed Marital Agreement” was written. The same statement is written in the  
3 designated blank in Section 7, which addresses the division of debts. Section 8 addresses  
4 spousal support (alimony). In the designated blanks, the following is written: “Wife shall  
5 receive spousal support in the amount of \$3,000- per month, due and payable on the  
6 28<sup>th</sup> of each month for a period of her life Time. The spousal support shall begin on  
7 presently being paid and end on her death.”

8  
9 6. The Marital Agreement provides, in pertinent part, as follows:

10 2. HOUSE at 1669 CORLEONE DRIVE SPARKS, NV,  
11 presently in the SFT [Slovak Family Trust], title to be transferred to  
Juanita and Jack as joint owners. [...]

12 2.1. Both Juanita and Jack agree that as long as there is a  
13 mortgage on the 1669 Corleone Drive residence, each party will  
leave their half ownership to the other via a will or trust document.

14 2.2. If Jack passes away first, Jack's ½ interest in 1669  
15 Corleone Drive will be left to Juanita as primary beneficiary and  
Tyler A. Slovak as secondary beneficiary.

16 \* \* \*

17 3. ALIMONY: \$3000/month on the 1st of each month  
18 and Juanita does hereby accept these payments as full support,  
maintenance and alimony now and forever. In return Juanita does  
19 hereby waive all her rights to all assets of the marriage so that  
Jack can invest them in order to generate this income. This  
20 payment will be reduced to \$2000/month when the original house  
loan (\$200,000) is paid off in full.

21 \* \* \*

22 6. Jack shall retain sole ownership of all of his personal  
23 property and of all the other assets of the marriage not specifically  
24 identified in this agreement, provided that whatever income or  
principle [sic] needed is first used to provide for the \$3000.00 /  
month to Juanita as identified in Paragraph #3 of this agreement. It  
25 is understood that these payments are due to Juanita for the rest  
of her life, whether or not she is employed or remarried; and  
26 despite of any other income or net worth she may obtain; and

27 7. The parties recognize that Jack is engaged in and is the  
owner or has an interest in multiple business enterprises including,  
28 but not limited to, Tytec, Inc, Sierra Group-USA, Inc, and  
International Technology Partners, Inc. The parties further

1 recognize that Jack holds marketable securities and other financial  
2 investments. For the mutual promises and covenants herein  
3 contained, Juanita hereby waives all right, title, claim or interest by  
4 equitable distribution or otherwise that she might have in and to all  
5 of these and any other business interests of Jack. The parties also  
6 recognize that, as a real estate business investor, from time to  
7 time, Jack creates or acquires additional business interests. It is  
8 specifically agreed that, by the waiver contained within this section,  
9 Juanita hereby waives all right, title, claim or other interest she  
10 might have to any of these entities and any other entities in which  
11 Jack now or will ever acquire; and

12 8. If Jack elects to change his Will or trust it shall reflect this  
13 agreement and Juanita's right to receive alimony as provided for  
14 herein.

15 Marital Agreement (emphasis supplied).

16 7. The *Decree of Divorce* ("Decree") ordered, adjudged and decreed  
17 "the agreement, as it is stated in the . . . Joint Petition, regarding the division and  
18 distribution of assets and debts, is hereby ratified, confirmed, and incorporated into this  
19 Decree as though fully set forth."

20 8. The *Decree* ordered, adjudged and decreed "the agreement, as it is  
21 stated in the . . . Joint Petition, regarding the issue of spousal support is hereby ratified,  
22 confirmed, and incorporated into this Decree as though fully set forth."

23 9. In 2005, Jack increased Juanita's monthly payment from \$3,000 per  
24 month to \$4,000 per month to compensate for the high interest rate she was paying on the  
25 mortgage for the Corleone house.

26 10. From 2005 to June 2016, Jack made monthly payments to Juanita in  
27 the amount of \$4,000 per month.

28 11. On July 21, 2016, Jack died in Reno, Nevada.

12. At the time of Jack's death, he was married to Lynn Slovak. ("Lynn").

13. On November 16, 2016, the sale and transfer of title to the Corleone  
house was recorded.

1                   14.     The mortgage on the Corleone house was satisfied on November 16,  
2     2016.

3                   15.     On August 10, 2017, Lynn filed her *Petition for Probate of Will, for*  
4     *Appointment as Personal Representative, and for Issuance of Letters Testamentary*  
5     (Ancillary Administration). On October 12, 2017, the *Order Admitting Will to Probate,*  
6     *Appointing Personal Representative and for Issuance of Letters Testamentary* was  
7     entered and appointed Lynn Slovak as the Personal Representative ("Lynn PR").  
8

9                   16.     After Jack's death, Lynn, individually and as the Personal  
10    Representative, made payments to Juanita, as follows:

<u>2016</u>		
August		\$3,000
September		3,000
October		3,000
November		2,000
December		2,000
<u>2018</u>		
December		2,000
<u>2019</u>		
January		2,000
February		2,000
April		2,000
May		2,000
June		<u>2,000</u>
Total		<u>\$25,000</u>

21  
22                   17.     The *Notice to Creditors* was filed in this matter on March 13, 2018.  
23     On March 14, 2018, the *Affidavit of Mailing* to creditors was filed evidencing the *Notice*  
24     *to Creditors* was mailed to Medicaid Estate Recovery only. The *Notice to Creditors* was  
25     published and the *Proof of Publication* was filed on April 7, 2018 and reflects the first  
26     date of publication in the Sparks Tribune was March 21, 2018.  
27  
28

1                   18.    On February 12, 2019, Juanita filed her *General Claim*. Juanita's  
2 *General Claim* is for outstanding payments due as of the date of filing and future Marital  
3 Agreement monthly payments for the duration of her life ("*General Claim*").

4                   19.    Lynn PR did not subscribe any allowance or rejection of the  
5 *General Claim* and did not file any notice regarding the same.

6                   20.    Lynn and Lynn PR<sup>2</sup> admit there is an obligation under the Marital  
7 Agreement to provide monthly payments to Juanita during Jack's lifetime.

8                   21.    On March 13, 2020, Juanita filed the *Petition*.

9                   22.    No challenge to timeliness of Juanita's claim or *Petition* has been  
10 asserted.

11                   23.    To the extent any of the following conclusions of law include, or  
12 may be construed to include or constitute, they are incorporated here.

13  
14  
15 **II.    CONCLUSIONS OF LAW.**

16                   Based on the foregoing exhibits admitted and findings of undisputed facts, the  
17 Court concludes as a matter of law as follows:

18                   1.    To the extent any of the findings of undisputed fact set forth  
19 above constitute or may be construed to constitute conclusions of law, they are  
20 incorporated here.

21                   //

22                   //  
23

24 \_\_\_\_\_  
25 <sup>2</sup> As stated, Lynn initiated this proceeding as an ancillary proceeding. The domiciliary  
26 proceeding was filed in New Zealand. The June 3, 2016 Will of Jack P. Slovak, executed in  
27 New Zealand, was admitted to probate in New Zealand and here. Under the June 3, 2016  
28 Will, Lynn is the sole beneficiary as she survived Jack. Contested proceedings have ensued.  
For ease, the Court identifies Lynn and Lynn PR as "Lynn" in the remainder of this order. No  
findings or conclusions made herein on the summary determination of Juanita's *General  
Claim* shall be construed as ruling on any of the other contested matters in this action.

1                   2.       There is no factual dispute as to the material issues raised by the  
2 parties and now considered by the Court. Solid v. Dist. Court, 133 Nev. 118, 124, 393  
3 P.3d 666, 672 (2017).

4                   3.       The parties agree a valid Marital Agreement was entered into by  
5 Jack and Juanita, and a valid Decree was entered by the Court. The parties disagree  
6 on the legal interpretation.

7                   4.       Juanita's *Petition*, as considered, presents a question of law.

8                   5.       The issue of law before the Court for determination is whether the  
9 monthly payment obligation is part of a property settlement or is periodic alimony. The  
10 sub-issue of law for determination is, if the monthly payment obligation is a property  
11 settlement obligation, whether it is a charge on Jack's estate. The next sub-issue of law  
12 is if the obligation is a charge on Jack's estate, whether the post-death month payment  
13 obligation is \$3,000 or \$2,000.

14                   **A.       THE *PETITION* IS PROPERLY BEFORE THE COURT.**

15                   6<sup>3</sup>.     Juanita's claim is ripe for adjudication by this Court.

16                   7.       The Nevada Revised Statutes provide: "If a personal representative  
17 refuses or neglects to endorse on a claim an allowance or rejection within 15 days . . .  
18 or does not file a notice of allowance or rejection, the claim shall be deemed rejected."  
19 NRS 147.110(2).

20                   8.       Juanita's claim is deemed rejected by operation of Nevada law.

21                   9.       No party objected to the date of filing of the *General Claim*.

22                   //

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28 <sup>3</sup> The Court deems it appropriate to use sequential numbering of the findings and  
conclusions, contrary to most style manuals, although split by B-Heads.

1           **B.     THE PAYMENT OBLIGATION IS PART OF A PROPERTY**  
2           **SETTLEMENT.**

3           10.     The *General Claim* seeks payments to which Jack was and Jack's  
4     estate is obligated pay as part of the Marital Agreement property settlement.

5           11.     Lynn contends the monthly payment obligation was periodic  
6     alimony and any obligation to pay said payments terminated upon Jack's death  
7     pursuant to NRS 125.150(6).<sup>4</sup>

8           12.     Juanita contends the monthly payment obligation was a property  
9     settlement and Jack's death remains obligated to pay the monthly payment obligation.

10          13.     To establish a payment obligation is part of a property settlement,  
11     the payment obligation must be of a "permanent" nature and agreed upon in lieu of a  
12     community property interest. Waltz v. Waltz, 110 Nev. 605, 608-09, 877 P.2d 501, 503  
13     (1994).

14          14.     "NRS 125.150[(6)] cannot be used as authority to order cessation  
15     of alimony payments when those payments were clearly a property settlement." Id. at  
16     609, 877 P.2d at 503 (citing Krick v. Krick, 76 Nev. 52, 55-56, 348 P.2d 752, 754  
17     (1960)).<sup>5</sup>

18          15.     The Marital Agreement is a contract entered into between Jack and  
19     Juanita.

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24  
25     <sup>4</sup> See NRS 125.150(6) ("In the event of the death of either party or the subsequent  
26     remarriage of the spouse to whom specified periodic payments were to be made, all the  
27     payments required by the decree must cease, unless it was otherwise ordered by the  
28     court.").

25     <sup>5</sup> When the Waltz Court considered the language of Section 6 of NRS 125.150, it was set  
26     forth in Section 5 of the same statutory provision. In 2015, the Nevada Legislature move  
27     such language to Section 6 by amendment. See A.B. 362, 78<sup>th</sup> Leg. (2015) (enacted).

1           16.    The recitals state the purpose of the agreement is “the settlement  
2 of their property rights,” and “[b]oth parties wish to use this agreement as the basis for a  
3 divorce settlement.”

4           17.    Paragraphs 2, 2.1, 2.2, and 3 of the Marital Agreement establish  
5 Juanita agreed to receive a monthly payment “now and forever,” in the initial amount of  
6 \$3,000 per month and then in the reduced amount of \$2,000 per month after the  
7 Corleone house mortgage had been paid in full.

8           18.    Paragraph 6 of the Marital Agreement provides “these payments  
9 are due to Juanita for the rest of her life.” The payments are not conditioned on any  
10 subsequent remarriage, employment, or other income she obtains.

11           19.    Paragraphs 2-2.2, 3, and 6-7 evidence Juanita bargained for the  
12 right to payment, as well as Jack’s one-half interest in the Corleone house if he died  
13 first. In exchange she waived “all her rights to all assets of the marriage,” including, but  
14 not limited to, her community property rights.

15           20.    The terms of the Marital Agreement establish Juanita agreed to the  
16 monthly payment obligation in lieu of receiving her community property interest. See  
17 Waltz, 110 Nev. at 608-09, 877 P.2d at 503 (finding property settlement where payment  
18 substituted for community property interest).

19           21.    Paragraph 8 of the Marital Agreement preserves Juanita’s  
20 bargained-for right to the monthly payment obligation by requiring Jack to reflect the  
21 terms of the agreement and Juanita’s rights in any “change [to] his Will or trust.” These  
22 terms establish the permanent nature of the payment obligation. See Waltz, 110 Nev.  
23 at 608, 877 P.2d at 503 (permanent nature of payment obligation); Krick, 76 Nev. at 56-

24           //  
25  
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1 58, 348 P.2d at 754-756 (permanent nature where payment obligation continued for  
2 wife's life).

3           22. Lynn maintains the payment obligation is periodic alimony because  
4 the term "permanent alimony" was not used, and Jack paid the monthly payments  
5 obligation from his own funds and the Decree does not use the terminology "permanent  
6 alimony." The Court disagrees.

7  
8           23. The Marital Agreement establishes Juanita's payment right is tied  
9 to her waiver of "all her rights to all assets of the marriage," including all her community  
10 property interest. Nevada law does not require a divorce decree to use the phrase  
11 "permanent alimony" in order for a payment to become a property settlement.  
12 Payments can constitute a property settlement even when "the divorce decree did not  
13 specifically refer to a property settlement." 110 Nev. at 609, 877 P.2d at 503.

14  
15           24. Lynn maintains Waltz is factually distinguishable in two ways  
16 because in Waltz, the alimony payor did not die, and the alimony obligation terminated  
17 upon the death of the payor. The first distinction is not germane to this Court's  
18 determination because Waltz did not make the death of the payor an element in  
19 determining whether a payment is alimony or a property settlement. The second  
20 distinction is also not determinative. The payment period in Waltz continued "until the  
21 death of either party"; nevertheless, the Waltz court concluded the alimony obligation  
22 was a property settlement. Id. at 608, 877 P.2d at 503.

23  
24           25. The monthly payment obligation is part of a property settlement  
25 under the Marital Agreement. Id. at 608-09, 877 P.2d at 503.

26           26. Lynn argues, in the alternative, in the *Decree* the Court did not  
27 ratify, incorporate, and order the payment obligation established by the terms of the  
28

1 Marital Agreement. She maintains the Court ratified Section 8 of the Joint Petition.  
2 Section 8 addresses spousal support (alimony). Lynn argues Jack and Juanita agreed  
3 to a periodic alimony obligation in Section 8 because they do not reference the Marital  
4 Agreement in that section. Lynn asserts the “agreement” the Court refers to and ratifies  
5 in its Decree is this alimony obligation set forth in Section 8. This Court disagrees.  
6

7           27. “When parties to pending litigation enter into a settlement, they  
8 enter into a contract . . . subject to general principles of contract law.” Grisham v.  
9 Grisham, 128 Nev. 679, 685, 289 P.3d 230, 234 (2012). “The objective in interpreting a  
10 [ ] [contract] provision . . . is to discern the intent of the contracting parties.” Barbara Ann  
11 Hollier Trust v. Shack, 131 Nev. 582, 593, 356 P.3d 1085, 1092 (2015). “[T]he initial  
12 focus is on whether the language of the contract is clear and unambiguous; if it is, the  
13 contract will be enforced as written.” Id. A contract is ambiguous if its terms may  
14 reasonably be interpreted in more than one way, i.e., subject to two or more reasonable  
15 interpretations, or “having a double meaning.” Galardi v. Naples Polaris, Ltd. Liab. Co.,  
16 129 Nev. 306, 309, 301 P.3d 364, 366 (2013). “[A] court should not interpret a contract  
17 so as to make meaningless its provisions, and [e]very word must be given effect if at all  
18 possible.” Mendenhall v. Tassinari, 133 Nev. 614, 624-25, 403 P.3d 364, 373 (2017).  
19 “An interpretation which results in a fair and reasonable contract is preferable to one  
20 that results in a harsh and unreasonable contract.” Dickenson v. State, Dept. of Wildlife,  
21 110 Nev. 934, 937, 877 P.2d 1059, 1061 (1994).  
22  
23

24           28. Jack and Juanita incorporated the terms of the Marital Agreement,  
25 which included Juanita’s bargained-for payment right, into Sections 6 and 7 of the Joint  
26 Petition by express reference. Sections 6 and 7 address the division and distribution of  
27 their assets and debts subject to the divorce.  
28

1                   29.     The Court ratified and incorporated the full terms of the Marital  
2 Agreement, including Juanita's right to monthly payments, into the Decree.

3                   30.     The Joint Petition filed by Jack and Juanita was a "form" joint  
4 petition. In the Section 8 "blanks" they set forth payment terms that mirror the terms of  
5 the monthly payment obligation established by the Marital Agreement. Jack and Juanita  
6 do not use the words "Marital Agreement" in Section 8. Such words are not required to  
7 give effect a property settlement obligation in place of an alimony obligation.

8                   31.     The use of the terms of Juanita's payment right in Section 8  
9 indicates in clear language their intent to obtain a divorce decree that ordered such  
10 payment obligation rather than alimony. There is no contrary language in the Marital  
11 Agreement or the *Joint Petition* indicating Jack and Juanita agreed to establish the  
12 payment obligation in the Marital Agreement, but then ignore it in their Joint Petition, or  
13 in the alternative, that Section 8 was intended to establish an alimony obligation *in*  
14 *addition to* the payment obligation in Section 6 as part of their divorce settlement.

15                   32.     Although the labels may confuse the issue, the actual language and  
16 intent of the Marital Agreement and the *Joint Petition* is clear and unambiguous.  
17 Barbara Ann Hollier, 131 Nev. at 593, 356 P.3d at 1092.

18  
19  
20                   **C.     THE PAYMENT OBLIGATION IS BINDING ON JACK'S ESTATE.**

21                   33.     As stated, the sub-issue of law for this Court to determine is  
22 whether the payment obligation established by the terms of the Marital Agreement to  
23 survives Jack's death and is a charge upon his estate for Juanita's life. Barbara Ann  
24 Hollier, 131 Nev. at 593, 356 P.3d at 1092.

25                   34.     Paragraphs 2, 2.1, 2.2, and 3 establish Juanita agreed to receive a  
26 monthly payment "now and forever." Paragraph 6 provides "these payments are due to  
27  
28

1 Juanita for the rest of her life.” No conditions are stated for receipt in an amount.  
2 Paragraphs 2-2.2, 3, and 6-7 establish Juanita bargained for the payment right, as well  
3 as Jack’s one-half interest in the Corleone house if he died first. In exchange, she  
4 waived “all her rights to all assets of the marriage.” Paragraph 8 also preserves  
5 Juanita’s bargained-for rights by requiring Jack to reflect the terms of the agreement  
6 and Juanita’s rights in any “change [to] his Will or trust.”  
7

8 35. On these clear terms, the duration of the payment obligation is  
9 established, Juanita’s life. The terms reflect the parties’ intent to preserve Juanita’s  
10 payment right after Jack’s death because, in Paragraph 8, Jack agreed to acknowledge  
11 her rights *in express language* in any changes made to his estate plan. By the express  
12 terms, the parties precluded Juanita’s right from termination by subsequent estate  
13 planning.  
14

15 36. Paragraph 8 was contrary to Jack’s rights if he intended the  
16 payments to end upon his death because the Marital Agreement’s precludes such  
17 change. See Mendenhall, *supra*, 133 Nev. at 624-25, 403 P.3d at 373 (proscribing  
18 interpretations rendering a contract meaningless); Dickenson, 110 Nev. at 937, 877  
19 P.2d at 1061 (proscribing interpretations producing harsh results).<sup>6</sup>  
20

21 37. Lynn argues the absence of any express statement in the Marital  
22 Agreement that Juanita’s payment right survives Jack’s death and becomes a charge  
23 on his estate for her life is dispositive evidence the payment obligation ceased on Jack’s  
24 death. She cites s NRS 125.150(6)—which makes such absence in an *alimony*  
25 agreement dispositive evidence of the parties’ intent to terminate such payments on the  
26

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27 <sup>6</sup> While Paragraph 3 reduces the amount of the payment obligation when the Corleone house  
28 loan is paid off in full, such language does not indicate the parties’ intent for such obligation  
to terminate upon Jack’s death. Rather, it supports the interpretation of Paragraph 3 that

1 payor's death—as well as the same rule articulated in the Florida case of O'Malley v.  
2 Pan American Bank of Orlando, 384 So.2d 1258 (Fl. 1980) and the Ohio case of Hague  
3 v. Kosicek, 137 N.E.3d 530 (Ohio App. 2019). The Court declines to adopt this  
4 interpretation for several reasons.

5           38. As stated, NRS 125.150(6) is not determinative here because the  
6 payment obligation is a property settlement payment obligation. Waltz, 110 Nev. at 609,  
7 877 P.2d at 503. Although the subtitle “ALIMONY” is used, the label does not define the  
8 nature of the interest.

9  
10           39. The absence of specific language saying the payment obligation  
11 will be a charge on Jack's estate is not dispositive. This absence is considered when  
12 interpreting the language of the Marital Agreement under general principles of contract  
13 law to discern whether it is clear as to the parties' intent. See Grisham, supra, 128 Nev.  
14 at 685, 289 P.3d at 234 (applying contract principles to settlement contracts).

15  
16           40. Juanita's life is the exclusive measure of duration for the payment  
17 obligation, i.e., “the rest of her life,” and establishes Jack agreed to the payment  
18 obligation under terms which ensured the preservation of her rights beyond his death.

19           41. O'Malley and Hague are distinguishable from the facts at hand. In  
20 O'Malley, the Florida Supreme Court concluded that the alimony payments were not a  
21 property settlement because “[t]hey were not tied to any property rights.” O'Malley v.  
22 Pan Am. Bank of Orlando, N. A., 384 So. 2d 1258, 1260 (Fla. 1980). Unlike O'Malley,  
23 Juanita's payment right is part of a property settlement which she bargained for in  
24 exchange for waiving “all her rights to all assets of the marriage.” Because her payment  
25 right is part of a property settlement, the rule articulated in O'Malley does not apply.

26  
27  
28 Jack's death was not tied to Juanita's payment right.

1 Similar to O'Malley, the court in Hague addressed an alimony payment established by  
2 divorce decree. Hague v. Kosicek, 137 N.E.3d 530, 531 (Ohio App. 2019). Hague is not  
3 persuasive. Juanita's payments are not alimony, but part of a property settlement  
4 established by the terms of the Marital Agreement. Here, the Court ratified and  
5 incorporated the parties' bargained-for obligation, included in the terms of the Marital  
6 Agreement, into its Decree.

7  
8 42. Lynn also challenges the survival of the payment obligation after  
9 Jack's death. Lynn maintains the Marital Agreement does not use the word "estate" and  
10 because the Court is not permitted to read terms into the agreement, it cannot survive  
11 Jack's death. To the contrary, Nevada law does not require the terms of a property  
12 settlement agreement to utilize specific words or phrases to bind a party's estate to an  
13 agreed-upon obligation. Nevada law does, however, require the agreement to be  
14 interpreted in a manner that gives effect to the parties' intentions. See Grisham, 128  
15 Nev. at 685, 289 P.3d at 234 (applying contract law to settlement contracts);  
16 Mendenhall, 133 Nev. at 624-25, 403 P.3d at 373 ("Every word must be given effect if at  
17 all possible."). Jack and Juanita clearly stated in the Marital Agreement that the  
18 payment obligation continues for the rest of Juanita's life. Her life is the exclusive  
19 measure of duration. Jack's interest in the Corleone house will transfer to Juanita if he  
20 dies first. And, her rights are preserved beyond his death. The testamentary provisions  
21 and restrictions to which Jack agreed in Paragraphs 2 and 8 of the Marital Agreement  
22 constitute a reference to his estate and the intent Juanita's rights remained intact in the  
23 event he died first.

24  
25  
26 43. Juanita's proffered interpretation does not read terms into the  
27 agreement. Barbara Ann Hollier, 131 Nev. at 593, 356 P.3d at 1092.

1                   44. Nevada law supports survival of the obligation to Juanita as a  
2 charge on Jack's estate as valid and allowable obligations set forth by a property  
3 settlement agreement that were bargained for in lieu of community property rights  
4 and/or spousal support, *including* obligations charged upon the payor's estate and  
5 ordered by judicial decree. See Waltz, 110 Nev. at 608, 877 P.2d at 503 (charging  
6 payor with bargained-for \$200 per month obligation because property settlement  
7 agreement and court decree provided for "permanent alimony"); Krick, 76 Nev. at 54-55,  
8 348 P.2d at 753 (charging husband with bargained-for \$750 per month obligation  
9 because property settlement agreement and court decree set duration "during [ex-  
10 wife's] life"); Barbash v. Barbash, 91 Nev. 320, 321, 535 P.2d 781, 781 (1975) (charging  
11 husband's estate with bargained-for \$100 per month obligation because property  
12 settlement agreement and court decree set duration "during [ex-wife's] natural life"); In  
13 re Mesmer's Estate, 270 P. 732, 733-35 (Cal. App. 1st Dist. 1928) (charging husband's  
14 estate with \$75 per month obligation because property settlement agreement and court  
15 decree set duration "during the remainder of [ex-wife's] natural life"); Matter of  
16 Gustafson's Estate, 287 N.W.2d 700, 703 (N.D. 1980) (charging husband's estate with  
17 payment obligation because property settlement agreement and court decree set  
18 duration at "death of the [wife]"); In re Yoss' Estate, 24 N.W.2d 399, 400 (Iowa 1946)  
19 ("Almost without exception . . . , the authorities hold that parties to a divorce suit have  
20 the right to agree that periodic payments to the wife shall continue after the husband's  
21 death or for the lifetime of the wife and where such agreement is approved by the court  
22 it is valid and enforceable against the husband's estate.").

26                   45. Lynn's challenge to Juanita's interpretation is belied by her actions  
27 in this matter. Namely, after Jack's death, Lynn continued making payments to Juanita  
28

1 from August 2016 to June 2019 in the total amount of \$25,000. The payments were  
2 made in monthly installments—albeit it not every month—in amounts consistent with the  
3 monthly payment obligation established by the Marital Agreement.

4           46. Lynn’s payments ratified the Jack’s monthly payment obligation  
5 under the Marital Agreement and honored the obligation at least in part. Based upon  
6 her actions, Lynn is estopped from claiming any right to terminate the payment  
7 obligation upon Jack’s death. See Nevada Yellow Cab Corp. v. Dist. Ct., 123 Nev. 44,  
8 49, 152 P.3d 737, 740 (2007) (“Waiver requires the intentional relinquishment of a  
9 known right. If intent is to be inferred from conduct, the conduct must clearly indicate the  
10 party’s intention. Thus, the waiver of a right may be inferred when a party engages in  
11 conduct so inconsistent with an intent to enforce the right as to induce a reasonable  
12 belief that the right has been relinquished.”).

13           47. Jack and Juanita intended for the payment obligation established  
14 by the terms of the Marital Agreement to survive Jack’s death and to be charged upon  
15 his estate for Juanita’s life. Barbara Ann Hollier, 131 Nev. at 593, 356 P.3d at 1092.

16           48. Lynn poses the alternative argument the Marital Agreement is not  
17 enforceable against Jack’s estate under Nevada law because the duration is not  
18 definite, and the total dollar value of the payment obligation is not identified which she  
19 asserts is required to establish a valid contract. The Nevada Supreme Court has  
20 upheld as enforceable property settlements with indefinite payment periods and  
21 payment obligations without an ascertained total dollar value. See Waltz, 110 Nev. at  
22 608, 877 P.2d at 503 (upholding indefinite duration of “permanent alimony”); Krick, 76  
23 Nev. at 54-55, 348 P.2d at 753 (upholding indefinite duration of “during the [ex-wife’s]  
24 life”); Barbash, 91 Nev. at 321, 535 P.2d at 781 (upholding indefinite duration of “during  
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1 [ex-wife's] natural life."); see also Mesmer's, 270 P. at 732 (California Court upheld  
2 indefinite duration of "during the remainder of [ex-wife's] natural life").

3 49. The monthly payment obligation set forth by the terms of the Marital  
4 Agreement which Juanita claims by her General Claim, filed February 12, 2019, is valid  
5 allowed and approved as a debt of Jack's estate.  
6

7 **D. The Amount Owing Under the Payment Obligation**

8 50. Lastly, the Court must determine the amount owing to Juanita  
9 pursuant to the payment obligation.

10 51. Paragraphs 2 and 3 of the Marital Agreement set forth in clear and  
11 unambiguous Juanita is to receive \$3,000 per month until the mortgage on the Corleone  
12 house is fully satisfied. Specifically, the Marital Agreement provides: "This payment will  
13 be reduced to \$2000/month when the original house loan (\$200,000) is paid off in full."  
14

15 52. Juanita argues she did not choose to sell the Corleone property but  
16 could not keep the property because her monthly income from the monthly payment  
17 obligation and other sources was insufficient.

18 53. Lynn argues that if there is a lifetime payment obligation, then  
19 Juanita retained the benefit of selling the Corleone house and no mortgage exists to  
20 maintain the monthly payment at \$3,000 and instead the payment should be reduced to  
21 \$2,000 per month.  
22

23 54. The Court applies the contract principles and applicable law, supra,  
24 and finds the language and intent of the Marital Agreement is clear. The monthly  
25 payment obligation decreased from \$3,000 to \$2,000 based on satisfaction of the  
26 mortgage on the Corleone house.

27 //

1                   55. Juanita is entitled to recover on her *General Claim* a sum equal to  
2 unpaid monthly payments in the amount of \$3,000 until November 16, 2016 which is the  
3 date of recordation of the deed transferring Corleone property, plus unpaid monthly  
4 payments in the amount of \$2,000, commencing December 1, 2016 and continuing for  
5 her lifetime.  
6

7                   Based on the foregoing and good cause appearing,

8 **IT IS HEREBY ORDERED:**

9               1. Summary determination of Juanita's *General Claim* is GRANTED.

10              2. Juanita's *General Claim* is allowed and is a charge on the Estate of Jack  
11 P. Slovak, deceased.

12              3. The amount due to Juanita on the *General Claim* is the amount of unpaid  
13 \$3,000 monthly payments through November 1, 2016, plus the amount of unpaid  
14 \$2,000 monthly payments to date, with a continuing lifetime interest in monthly  
15 payments, payable at \$2,000 per month.  
16

17              4. Within fifteen (15) days, Juanita shall file a supplement to her *General*  
18 *Claim* in accordance with this summary determination stating the total amount of  
19 payments due to date, credits for payments made, allowable interest on the *General*  
20 *Claim*, calculation of interest due, and a total calculation of the amount owed as of April  
21 1, 2021 ("*General Claim* calculation").  
22

23              5. Lynn shall have fifteen (15) days from the date of filing of the calculation to  
24 file an objection to or a notice she does not object to the *General Claim* calculation.

25              6. If Lynn does not object to the calculation, the *General Claim* amount due  
26 as of April 1, 2021 shall be paid on or before April 1, 2021.

27 //

7. If Lynn objects to the calculation, the parties are directed to set a hearing.

8. If Lynn does not object, commencing May 1, 2021, monthly payments in the amount of \$2,000 shall be paid to Juanita in the manner she requests, i.e., mail, electronic deposit, payment delivered to counsel, not later than the 1<sup>st</sup> of each month for her lifetime. Juanita's counsel shall provide Lynn's counsel payment instructions not later than March 15, 2021.

9. The parties are directed to meet and confer and/or set a settlement conference with a Judicial Officer or a private mediator within one hundred and twenty (120) days, to discuss possible negotiation, settlement and payment of Juanita's lifetime interest, post April 1, 2021, by determination of present value and/or payment means, i.e., annuity or other payment modality to facilitate resolution of Juanita's full interest.

DATED this 27th day of February, 2021.

DISTRICT JUDGE

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PATRICK MILLSAP, ESQ.  
F. MCCLURE WALLACE, ESQ.  
SHARON JANNUZZI, ESQ.

Tyler P. Slovak  
101 Tremaine Ave., Lot 7 DP  
Palmerston North 493664  
New Zealand

Heidi Boe

**CASE NO. PR17-00458**

**ESTATE: JACK PAUL SLOVAK**

10/11/2017

PROBATE COMMISSIONER

ROBIN WRIGHT

M. Conway (Clerk)

RECORDED - JAVS

**HEARING:**

10/11/2017: Petition for Probate of Will, Appointment of Personal Representative, for Issuance of Letters Testamentary.

**APPEARANCES:**

No parties present.

Court announced the matter.

Court inquired if there were any persons present who objected to the Petition.

No response/objections stated.

The Commissioner recommended APPROVAL of and GRANTING the Petition for Probate of Will, Appointment of Personal Representative, for Issuance of Letters Testamentary.

**CASE NO. PR187-00458**

**ESTATE: JACK P. SLOVAK**

12/5/2018  
PROBATE COMMISSIONER  
ROBIN WRIGHT  
L. Scurlock (Clerk)  
RECORDED - JAVS

**HEARING:**

12/5/2018: Petition for Approval of Waiver of Accounting, Final Distribution and for Approval of Attorney Fees.

**APPEARANCES:**

No parties present.

By agreement of the Court and Counsel, this matter continued.

**COURT ORDERED:** Hearing continued to February 13, 2019 at 10:00 a.m. for the Petition for Approval of Waiver of Accounting, Final Distribution and for Approval of Attorney Fees.

**CASE NO. PR17-00458**      **ESTATE: JACK P. SLOVAK**

2/13/2019

PROBATE COMMISSIONER

ROBIN WRIGHT

L. Scurlock (Clerk)

RECORDED - JAVS

**HEARING:**

2/13/2019: Petition for Approval of Waiver of Accounting, Final Distribution and for Approval of Attorney Fees.

**APPEARANCES:**

Linda Bowman, Esq. was present in Court on behalf of Petitioner Lynn Slovak, who was not present. Sharon Jannuzzi, Esq. was present in Court on behalf of Interested Parties Juanita Slovak and Robert Slovak, who were not present. Courtney O'Mara, Esq. was present on behalf of Interested Party Tyler Slovak, who was not present.

Court announced the matter and advised that she is aware of the late filings in the case.

Counsel Bowman addressed the Court and advised that respective counsel has met and agreed that a schedule needs to be set for discovery and an agreement needs to be met without spending too much of the estate's monies on litigation.

Counsel O'Mara addressed the Court and advised that her client wants answers regarding which document should be probated and the actual value estate.

Counsel Jannuzzi concurred; she further provided history of the case, the family dynamics and reviewed the business interests that require discovery. Counsel Jannuzzi further advised the Court that the case is further complicated because three of the parties live in New Zealand and there may be assets in South America.

Counsel O'Mara advised there are medical records of the decedent that need to be located in Mexico.

Court confirmed with respective counsel that there are issues regarding the Decedent's capacity and a contest of the will.

The Commissioner FINDS that the matter is contested and will best be served by placement on a trial track before the Probate Judge. Respective counsel have agreed to this proposal.

IT IS THEREFORE RECOMMENDED that this case be referred to the Honorable David A. Hardy, Probate Judge, for all further proceedings.

CASE NO. PR17-00458

ESTATE: JACK P. SLOVAK aka JOHN PAUL SLOVAK, JR.

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

CONTINUED TO

05/07/2019

**STATUS HEARING**

HONORABLE

Patrick Millsap, Esq. and F. McClure Wallace, Esq. were present in Court on behalf of Personal Representative Lynn Slovak, who was not present.

LYNNE K. SIMONS

DEPT. NO. 6

Sharon Jannuzzi, Esq. was present in Court on behalf of interested parties Robert Slovak and Juanita Slovak, with Robert Slovak present.

M. Conway

(Clerk)

Courtney Miller O'Mara, Esq. was present in Court on behalf of interested party Tyler Slovak, who was not present.

D. Cecere

(Reporter)

**3:07 p.m. - Court convened.**

Parties stated their appearance for the record.

**COURT** noted that Linda Bowman, Esq., prior counsel for Personal Representative Lynn Slovak, was present in the gallery.

Counsel Millsap addressed the Court and requested that the parties use 16.1 as a starting point and a mechanism to moving forward.

Counsel O'Mara addressed the Court, concurred with Counsel Millsap and indicated that a court ordered briefing schedule is needed. Counsel O'Mara further discussed the possibility of a settlement conference.

Counsel Jannuzzi addressed the Court, concurred with Counsel O'Mara and stated that the key issue is setting a briefing schedule.

**COURT** inquired as to the concerns regarding discovery.

Counsel O'Mara related her client's objections and concerns touching on allegations of intrinsic fraud, undue influence, and lack of testamentary capacity.

Counsel stated that the facts are not clear, review of estate planning documents is necessary, and this will require discovery. Counsel O'Mara stated that substantial assets may have been omitted from the probate inventory.

**COURT FINDS** that some discovery is needed.

Counsel Millsap advised the Court that there is a parallel probate in Australia and that a briefing schedule is necessary.

Counsel O'Mara advised the Court that the issues relate to non-disclosed assets and that there is property not included in either the Australia probate or the Nevada probate.

Counsel Millsap indicated he and Counsel Wallace are willing to work cooperatively with respective counsel regarding deadlines and the briefing schedule and stated that they can file dispositive motions within the next week.

**COURT** ordered that dispositive Motions shall be filed within thirty (30) days; Counsel will have fourteen (14) days to file any Opposition(s), Replies to the Oppositions filed within seven (7) days. A Request for submission must be filed no later than ten (10) days prior to the next hearing.

Court and respective counsel reviewed prospective hearing dates.

**COURT ORDERED** Hearing on Motions set July 15, 2019 at 1:30 p.m.

**3:25 p.m. - Court stood in recess.**



CASE NO. PR17-00458

ESTATE: JACK P. SLOVAK aka JOHN PAUL SLOVAK, JR.

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

CONTINUED TO

08/30/2019

HONORABLE

LYNNE K.

SIMONS

DEPT. NO. 6

M. Conway

(Clerk)

L. Shaw

(Reporter)

**ORAL ARGUMENTS**

Patrick Millsap, Esq. and F. McClure Wallace, Esq. were present in Court on behalf of Personal Representative, Lynn Slovak, who was present.

Courtney Miller O'Mara, Esq. and Wade Beavers, Esq. were present in Court on behalf of interested party Tyler Slovak, who was not present.

Sharon Jannuzzi, Esq. was present in Court on behalf of interested parties Juanita Slovak and Robert Slovak, with Robert Slovak present.

**9:42 a.m. - Court convened.**

**COURT** reviewed the procedural history of the case at bar, the Motion to Dismiss and requested the parties proceed with argument as to the Motion to Dismiss.

Counsel Millsap addressed the Court, reviewed the 3 outstanding creditor's claims – Robert Slovak's claim, claims relating to a business transfer and Juanita Slovak's claims (claim for alimony pursuant to a marital agreement). Counsel Millsap advised the Court that the Personal Representative (PR) is in the process of formulating her objections to Juanita's claims.

Counsel Jannuzzi addressed the Court and advised that the Personal Representative has not acted on the claims.

Counsel Millsap presented argument in support of the Motion to Dismiss (Verified Objection to Lynn Slovak's Petition for Approval of Accounting, Final Distribution, and for Approval of Attorney's Fees; and Counter-Petition for Revocation of Probate of Will). Counsel Millsap discussed questions about probate administration, issues relating to capacity and argued these do not equal fraud. Counsel Millsap further addressed undue influence exerted over a person in a vulnerable position. Counsel Millsap presented argument that the Will contest is untimely. Counsel Millsap discussed extrinsic fraud and reviewed the 2 prongs of *Savage v. Salsman*. Counsel Millsap argued that the interested parties have not met the fundamental threshold of alleging extrinsic fraud.

Counsel O'Mara addressed the Court and presented argument and clarified the 2 different issues; the Will contest and if the statute of limitation has tolled. Counsel O'Mara argued that the tolling of the statute of limitation questions must be decided first. Counsel O'Mara argued that the statute of limitations is not tolled. Counsel O'Mara presented further argument in opposition of the Motion to Dismiss.

Counsel Jannuzzi addressed the Court and argued that Robert Slovak interests are as a creditor and argued that no objection has been filed to

Robert's or Juanita's creditor's claims. Counsel Jannuzzi argued that the Person Representative has waived any objection by not filing a dispositive motion in 30 days. Counsel Jannuzzi argued that her position is that a responsive pleading was required and that the Personal Representative had their opportunity to object to the timeliness and they have not done so.

Counsel Millsap responded and argued that a determination amongst the parties as to whether certain business interest were held in joint tenancy pass automatically outside of the estate, or whether they are subject to the Will, and what Lynn Slovak's interest in those businesses are, is a disputed issue and that the timeliness is a non-issue for the Court's consideration today. Counsel Millsap presented further argument in support of the Motion to Dismiss.

Counsel O'Mara presented further argument and argued if the Court is going to consider Rule 9 as a basis on which to grant the Motion to Dismiss, Counsel moved for leave to amend to state the allegations with more particularity.

**COURT** indicated previously that the Court determined that Mr. Slovak passed away here, that his assets were subject to probate here and that this Estate will procedurally go forward as this is the domiciliary.

**COURT ORDERED** Motion to Dismiss DENIED.

**COURT ORDERED** Tyler Slovak to file a Supplemental Objection/More Definite Statement.

**COURT** will not consider anything regarding the New Zealand proceedings without verified copies.

**COURT ORDERED** that within 30 days, the parties are to contact either another judicial officer or an outside mediator and set the matter for a settlement conference.

**COURT'S** inclination, as to discovery in this case, is to allow depositions to be taken more than once, that the initial deposition establish the issues related to the claims.

**COURT** directed Counsel O'Mara to prepare the Case Management Order.

**COURT** directed Counsel Millsap to prepare, by separate order, Order Denying Motion to Dismiss and the requirement that Tyler Slovak provide a more definite statement.

**10:58 a.m. – Court stood in recess.**

Code 1350

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

IN THE MATTER OF THE ESTATE OF

Case No. PR17-00458

JACK P. SLOVAK, also known as JOHN  
PAUL SLOVAK, JR. and JOHN PAUL  
SLOVAK,

Dept. No. PR

Deceased.

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**CERTIFICATE OF CLERK AND TRANSMITTAL – NOTICE OF APPEAL**

I certify that I am an employee of the Second Judicial District Court of the State of Nevada, County of Washoe; that on the 12th day of March, 2021, I electronically filed the Notice of Appeal in the above entitled matter to the Nevada Supreme Court.

I further certify that the transmitted record is a true and correct copy of the original pleadings on file with the Second Judicial District Court.

Dated this 12th day of March, 2021.

Jacqueline Bryant  
Clerk of the Court  
By /s/YViloria  
YViloria  
Deputy Clerk

Code 4132

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

Case No. PR17-00458

IN THE MATTER OF THE ESTATE OF

Dept. No. PR

JACK P. SLOVAK, also known as JOHN  
PAUL SLOVAK, JR. and JOHN PAUL  
SLOVAK,

Deceased.

**NOTICE OF APPEAL DEFICIENCY**

TO: Clerk of the Court, Nevada Supreme Court,  
and All Parties or their Respective Counsel of Record:

On March 11<sup>th</sup>, 2021, Attorney Patrick R. Millsap, Esq. for Lynn Valerie Slovak, filed a Notice of Appeal with the Court. Attorney Millsap was unable to include the Two Hundred Fifty Dollar (\$250.00) Supreme Court filing fee due to the public closure of the Second Judicial District Court Administrative Order 2020-05(E).

Pursuant to NRAP 3(a)(3), on March 12<sup>th</sup>, 2021, the Notice of Appeal will be filed with the Nevada Supreme Court. By copy of this notice. Attorney Millsap will be notified electronically of the deficiency. (A notice to pay will be issued once the Notice of Appeal is filed in by the Nevada Supreme Court.)

Dated this 12th day of March, 2021.

Jacqueline Bryant  
Clerk of the Court  
By: /s/YViloria  
YViloria  
Deputy Clerk

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CERTIFICATE OF SERVICE

CASE NO. PR17-00458

I certify that I am an employee of the Second Judicial District Court of the State of Nevada, County Of Washoe; that on the 12th day of March, 2021, I electronically filed the Notice of Appeal Deficiency with the Clerk of the Court by using the ECF system.

I further certify that I transmitted a true and correct copy of the foregoing document by the method(s) noted below:

Electronically filed with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

- F. MCCLURE WALLACE, ESQ. for LYNN VALERIE SLOVAK
- PATRICK MILLSAP, ESQ. for LYNN VALERIE SLOVAK
- SHARON JANNUZZI, ESQ. for JUANITA J. SLOVAK, ROBERT SLOVAK

/s/YViloria  
YViloria  
Deputy Clerk