

# IN THE SUPREME COURT OF THE STATE OF NEVADA

## INDICATE FULL CAPTION:

IN THE MATTER OF ESTATE OF JACK P.  
SLOVAK, BY AND THROUGH ITS  
EXECUTOR, LYNN SLOVAK,  
Appellant,  
vs.  
JUANITA SLOVAK,  
Respondent.

No. 82631

Electronically Filed  
Apr 09 2021 12:23 p.m.

Elizabeth A. Brown  
Clerk of Supreme Court  
**DOCKETING STATEMENT  
CIVIL APPEALS**

## GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

## WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Second Department Probate  
County Washoe Judge Lynne Simons  
District Ct. Case No. PR17-00458

**2. Attorney filing this docketing statement:**

Attorney Patrick R. Millsap Telephone 775-683-9599

Firm Wallace & Millsap

Address 510 W Plumb Lane, Suite A  
Reno, NV 89509

Client(s) Juanita Slovak

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

**3. Attorney(s) representing respondents(s):**

Attorney Sharon M. Januzzi Telephone 775-688-3000

Firm Woodburn and Wedge

Address 6100 Neil Road, Suite 500  
Reno, NV 89511

Client(s) Juanita Slovak

Attorney \_\_\_\_\_ Telephone \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

Client(s) \_\_\_\_\_

(List additional counsel on separate sheet if necessary)

**4. Nature of disposition below (check all that apply):**

- |   |   |
|---|---|
| <input type="checkbox"/> Judgment after bench trial         | <input type="checkbox"/> Dismissal:                                     |
| <input type="checkbox"/> Judgment after jury verdict        | <input type="checkbox"/> Lack of jurisdiction                           |
| <input type="checkbox"/> Summary judgment                   | <input type="checkbox"/> Failure to state a claim                       |
| <input type="checkbox"/> Default judgment                   | <input type="checkbox"/> Failure to prosecute                           |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief  | <input checked="" type="checkbox"/> Other (specify): <u>Petition</u>    |
| <input type="checkbox"/> Grant/Denial of injunction         | <input type="checkbox"/> Divorce Decree:                                |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination     | <input type="checkbox"/> Other disposition (specify): _____             |

**5. Does this appeal raise issues concerning any of the following?**

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

**6. Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

None.

**7. Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

None.

**8. Nature of the action.** Briefly describe the nature of the action and the result below:

Respondent filed a Petition for Summary Determination requesting the Estate of Jack Slovak pay indefinite lifetime alimony and spousal support.

**9. Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

1. The Estate of Jack P. Slovak has no obligation to pay alimony or spousal support to Juanita Slovak because the obligation terminated upon the death of Jack P. Slovak.
2. Errors in the application of law in the Court's Order for Summary Determination.

**10. Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

None that Ms. Slovak is aware of.

**11. Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☐ N/A

☐ Yes

☒ No

If not, explain:

**12. Other issues.** Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first impression

☐ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

**13. Assignment to the Court of Appeals or retention in the Supreme Court.** Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

This matter should be assigned to the Court of Appeals under NRAP 17(b)(14) because this case is an estate matter in which the corpus has a value less than \$5,430,000.

**14. Trial.** If this action proceeded to trial, how many days did the trial last? N/A

Was it a bench or jury trial? N/A

**15. Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

No.

## TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from March 9, 2021

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

17. Date written notice of entry of judgment or order was served March 9, 2021

Was service by:

☐ Delivery

☒ Mail/electronic/fax

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b)      Date of filing \_\_\_\_\_

☐ NRCP 52(b)      Date of filing \_\_\_\_\_

☐ NRCP 59      Date of filing \_\_\_\_\_

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. \_\_\_\_, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_

(c) Date written notice of entry of order resolving tolling motion was served \_\_\_\_\_

Was service by:

☐ Delivery

☐ Mail

**19. Date notice of appeal filed** March 11, 2021

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

**20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other**

NRAP 4(a)

**SUBSTANTIVE APPEALABILITY**

**21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

(a)

☐ NRAP 3A(b)(1)

☐ NRS 38.205

☐ NRAP 3A(b)(2)

☐ NRS 233B.150

☐ NRAP 3A(b)(3)

☐ NRS 703.376

☒ Other (specify) NRS 155.190(n)

(b) Explain how each authority provides a basis for appeal from the judgment or order:

NRS 155.190(n) states an order making a decision wherein the amount in controversy equals or exceeds, exclusive of costs, \$10,000 is appealable.



**22. List all parties involved in the action or consolidated actions in the district court:**

(a) Parties:

Lynn Slovak  
Juanita Slovak  
Tyler Slovak  
Robert Slovak

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

Tyler Slovak and Robert Slovak are not parties to this appeal because they did not file a response to Juanita Slovak's Petition for Summary Determination nor did they appear or participate in the hearing held on the Petition, and the issue of alimony does not apply to Robert Slovak or Tyler Slovak.

**23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.**

Claim for lifetime alimony and spousal support.

**24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?**

☐ Yes

☒ No

**25. If you answered "No" to question 24, complete the following:**

(a) Specify the claims remaining pending below:

Estate administration

(b) Specify the parties remaining below:

Tyler Slovak

Robert Slovak

Lynn Slovak

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☒ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☒ No

**26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):**

NRS 155.190(n) states an order making a decision wherein the amount in controversy equals or exceeds, exclusive of costs, \$10,000 is appealable.

**27. Attach file-stamped copies of the following documents:**

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

## VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Lynn Slovak  
Name of appellant

Patrick R. Millsap  
Name of counsel of record

April 9, 2021  
Date

  
Signature of counsel of record

State of Nevada, County of Washoe  
State and county where signed

## CERTIFICATE OF SERVICE

I certify that on the 9th day of April, 2021, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Juanita Slovak  
Care of Sharon M. Januzzi, Esq.  
Woodburn and Wedge  
6100 Neil Road, Suite 500  
Reno, NV 89511

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

Robert Slovak  
PO Box 5050  
Incline Village, NV 89450

Dated this 9th day of April, 2021

  
Signature

# EXHIBIT 1

# EXHIBIT 1

3645  
Sharon M. Jannuzzi  
Nevada State Bar No. 7858  
WOODBURN AND WEDGE  
6100 Neil Rd, Ste. 500  
Reno, Nevada 89511  
sjannuzzi@woodburnandwedge.com  
Telephone: (775) 688-3000  
Attorneys for Juanita Slovak

**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 Dept. No. PR  
JOHN PAUL SLOVAK, JR and JOHN  
PAUL SLOVAK,

Deceased.

**PETITION FOR SUMMARY DETERMINATION**

Claimant/Petitioner JUANITA SLOVAK ("Juanita"), by and through her attorneys, Sharon M. Jannuzzi and Woodburn and Wedge, pursuant to NRS 147.110(2) and NRS 147.130, petitions the Court for an order that the spousal support obligation asserted in the General Claim filed by Juanita on February 12, 2019 is valid and allowable, and that such obligation is approved by the Court as an acknowledged debt of the Estate of Decedent JACK P. SLOVAK ("Jack" or "Decedent").

Should the Court rule in favor of Juanita on such issue, then she requests the entry of the Court's order that the amount of the obligation to which Juanita is entitled is \$3,000.00 per month (due on the first day of each month) until the time of her death, and that Decedent's Estate must make immediate payments on such obligation upon the entry of the Court's order, plus remit payment to Juanita of all unpaid amounts on the obligation from July 2016 to the present date, together with all applicable interest.

**I. FACTUAL AND PROCEDURAL BACKGROUND**

1. On November 26, 1973, Juanita and Jack were married. Declaration of

1 Juanita Slovak in Support of Creditor's Claim ("Declaration") (filed herein on February 12,  
2 2019 as Exhibit 1 to Juanita's General Claim), at ¶ 3.

3 2. On May 21, 2003, Juanita and Jack filed with the Second Judicial District  
4 Court a *pro per* Joint Petition for Summary Decree of Divorce (the "Joint Petition"). They  
5 attached a marital agreement dated May 21, 2003 (the "Marital Agreement") to the Joint  
6 Petition and incorporated the terms of that agreement into the Joint Petition by reference.  
7 The fill-in-the-blanks Joint Petition provided that:

8 "Wife shall receive spousal support in the amount of \$3,000 per month due and  
9 payable on the 28<sup>th</sup> of each month for a period of her life time. The spousal support  
10 shall begin on presently being paid and shall end on her death." *Id.* at page 6:5  
(emphasis added).

11 A copy of the Joint Petition and its attachment, the Marital Agreement, is attached to  
12 Juanita's General Claim as Exhibit 1A to the Declaration.

13 3. The Marital Agreement established a spousal support obligation in favor of  
14 Juanita (the "Monthly Payment"). Juanita and Jack agreed to put their residence located at  
15 1669 Corleone Drive, Sparks, Nevada into joint ownership, with certain terms and  
16 conditions. Paragraphs 2 and 3 of the Marital Agreement state, in pertinent part, as follows:

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

20 2.1 Both Juanita and Jack agree that as long as there is a  
21 mortgage on the 1669 Corleone Drive residence, each party will leave  
their half ownership to the other via a will or trust document.

22 2.2 If Jack passes away first, Jack's ½ interest in 1669  
23 Corleone Drive will be left to Juanita as primary beneficiary and Tyler  
24 A. Slovak as secondary beneficiary. [...]

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

1 The Marital Agreement further provides:

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

7           7. The parties recognize that Jack is engaged in and is the owner  
8 or has an interest in multiple business enterprises including, but not limited  
9 to, Tytec, Inc, Sierra Group-USA, Inc, and International Technology Partners,  
10 Inc. The parties further recognize that Jack holds marketable securities and  
11 other financial investments. For the mutual promises and covenants herein  
12 contained, Juanita hereby waives all right, title, claim or interest by equitable  
13 distribution or otherwise that she might have in and to all of these and any  
14 other business interests of Jack. The parties also recognize that, as a real  
estate business investor, from time to time, Jack creates or acquires  
additional business interests. It is specifically agreed that, by the waiver  
contained within this section, Juanita hereby waives all right, title, claim or  
other interest she might have to any of these entities and any other entities in  
which Jack now or will ever acquire; and

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

17           4. On May 28, 2003, the Court entered its decree of divorce based on the Joint  
18 Petition ("Decree"), stating "[t]hat the [Marital] [A]greement, as is stated in the Petitioners'  
19 Joint Petition, regarding the issue of spousal support is hereby ratified, confirmed, and  
20 incorporated into this Decree as though fully set forth." See Declaration, Exhibit 1B.

21           5. In 2005, Jack increased the amount of the Monthly Payment from \$3,000 per  
22 month to \$4,000 per month to compensate for the high amount of interest she was paying  
23 on the mortgage, since Jack did not pay off the loan in the first two years as he had planned.  
24 Declaration, ¶ 4. From 2005 to June 2016, Jack continued to make the Monthly Payment  
to Juanita in the amount of \$4,000 per month. *Id.*

25           6. On January 4, 2016, Jack instructed his bank, Westpac Bank, by letter to  
26 establish the following automated payments to Juanita:

27           Subject: Marital Agreement Terms (Juanita Slovak)

- 28           • \$2,500 / mo Alimony .....For life

- \$1,500 / mo Asset Settlement .....For life

The above payments are automatic monthly direct Payments to Juanita's checking account in the USA

See Declaration, Exhibit 1C.

7. On July 21, 2016, Jack died in Reno, Nevada. Subsequent to his death, Jack's surviving spouse, Lynn Slovak ("Lynn") promised Juanita repeatedly that she would honor the Monthly Payment obligation. Declaration, at ¶ 6. However, that same month, Juanita did not receive any such payment. *Id.*

8. As a result of not receiving the monthly payment for July 2016, and receiving a reduced payment of \$3,000/month in August, September and October of 2016, Juanita was forced to sell the house because her income from Social Security was insufficient to pay her bills, including the mortgage. Declaration, at ¶ 7. She sold the property in November 2016. A copy of the recorded deed of conveyance is attached as **Exhibit 1**.

9. From July 2016 to the present date, Lynn Slovak made the following partial payments toward the Monthly Payment:

July 2016	\$ -0-
August 2016	\$2,000
	\$1,000
September 2016	\$3,000
October 2016	\$2,000
	\$1,000
November 2016	\$2,000
December 2016	\$2,000
Jan. 2017-Nov. 2018	-0-
December 2018	\$2,000
January 2019	\$2,000
February 2019	\$2,000
March 2019	\$ -0-
April 2019	\$2,000
May 2019	\$2,000
June 2019	<u>\$2,000</u>
Total	\$25,000

10. On October 12, 2017, an Order Admitting Will to Probate, Appointing Personal Representative and for Issuance of Letters Testamentary was entered in the



1 above-captioned matter, appointing Lynn the Personal Representative. Although Juanita  
2 was a known creditor to Personal Representative, Lynn did not send Juanita a notice to  
3 creditors or any other notice of the Nevada estate proceedings. *Id.* ¶ 8.

4 11. On September 28, 2018, Lynn filed a Petition for Approval of Waiver of  
5 Accounting, Final Distribution and for Approval of Attorney Fees. Having learned of the  
6 pendency of the Nevada estate proceedings, on February 12, 2019, Juanita filed her  
7 General Claim with the Court in this matter. Concurrently, Juanita and Jack's son, Tyler  
8 Slovak, filed a Verified Objection to Lynn Slovak's Petition for Approval of Accounting, Final  
9 Distribution, and for Approval of Attorneys Fees; Counter-Petition for Revocation of  
10 Probate of Will Dated June 3, 2016, and Robert Slovak, Jack's brother, filed a General  
11 Claim and an Objection to Petition for Approval of Waiver of Accounting, Final Distribution  
12 and for Approval of Attorney Fees.

13 12. At a hearing held on May 7, 2019, the Court ordered Lynn to file any  
14 dispositive motions within thirty days. Lynn Slovak did not file any motion relating to  
15 Juanita's General Claim. At a hearing held on August 30, 2019, oral argument was heard  
16 on Lynn's motion to dismiss Tyler's will contest claims. At that hearing, Lynn's counsel  
17 conceded that Lynn did not dispute the timeliness of Juanita's claim.

18 13. To date, Lynn has not endorsed on Juanita's claim any allowance or rejection  
19 and has also not filed with the Court or provided to Juanita any notice of allowance or  
20 rejection of her claim.

21 14. The Court ordered the parties (Lynn, Tyler, Robert and Juanita) to set a  
22 settlement conference. See Pretrial Case Management Order After Hearing, filed October  
23 1, 2019. Efforts were made by counsel to find an available mediator and an agreeable date;  
24 however, nothing was scheduled before counsel for Tyler and then for Robert withdrew. A  
25 motion filed *in pro per* by Robert and Tyler for an extension of time to locate replacement  
26 counsel and to file a more definite statement is now pending. Juanita would be willing to  
27 participate in a settlement conference; however, given the current status of the case, it may  
28 be many months before such a settlement conference can take place. Juanita's financial

1 situation is dire; her claim should not be kept on hold on account of the status of Tyler's  
2 and Robert's claims. It has now been more than three and a half years since Jack's death,  
3 and Lynn ceased making any alimony payments eight months ago. Juanita's claim is  
4 limited and discrete; it is unrelated to the pending claims of Tyler and Robert; and it will not  
5 require the same effort or resources to resolve as those pending claims. Accordingly, it is  
6 appropriate for the Court to adjudicate this claim now to effectuate justice.

## 7 **II. PETITION FOR DETERMINATION OF VALIDITY OF CLAIM**

### 8 9 **A. The Court May Adjudicate This Claim Now Because the Claim May Be Deemed Rejected.**

10 15. NRS 147.040 provides in pertinent part as follows:

11 1. A person having a claim, due or to become due, against the  
12 decedent must file the claim with the clerk within 90 days after the  
13 mailing for those required to be mailed, or 90 days after the first  
14 publication of the notice to creditors pursuant to NRS 155.020.

15 [...]

16 3. If a claim is not filed with the clerk within the time allowed by  
17 subsection 1 or 2, the claim is forever barred, but if it is made to  
18 appear, by the affidavit of the claimant . . . , that the claimant did not  
19 have notice as provided in NRS 155.020 or actual notice of the  
20 administration of the estate, the claim may be filed at any time before  
21 the filing of the final account.

22 NRS 147.040(1), (3).

23 16. NRS 147.110 provides that

24 1. Within 15 days after the time for filing claims has expired, . . .  
25 the personal representative shall examine all claims filed and shall  
26 either endorse on each claim an allowance or rejection, . . . or shall  
27 file a notice of allowance or rejection with the date and the year thereof  
28 [...]

2. If a personal representative refuses or neglects to endorse on a  
claim an allowance or rejection within 15 days, as specified in this  
section, or does not file a notice of allowance or rejection, *the claim*  
*shall be deemed rejected.*

NRS 147.110(1)-(2) (emphasis added).

17. On February 12, 2019, Juanita filed her General Claim with the Court, and  
from that time to the present date, Lynn has failed, refused, and/or neglected to endorse  
on such claim any allowance or rejection, and has also not filed with the Court or provided

1 to Juanita any notice of allowance or rejection of her claim. Accordingly, Juanita's General  
2 Claim is "deemed rejected."

3 18. In addition, NRS 147.130 provides in pertinent part that

4 1. If a claim is rejected by the personal representative . . . , in whole  
5 or in part, the claimant must be immediately notified by the personal  
6 representative, and the claimant must bring suit in the proper court  
7 against the personal representative within 60 days after the notice or  
8 *file a timely petition for determination of the validity of the claim*  
9 *pursuant to subsection 2 . . . .*

10 2. . . . If a claim is rejected by the personal representative, a creditor  
11 may, within 20 days after receipt of the written notice of rejection,  
12 petition the court for determination of the validity of the claim in lieu of  
13 bringing suit against the personal representative pursuant to  
14 subsection 1.

15 NRS 147.130(1)-(2) (emphasis added).

16 19. Given that Juanita's General Claim may be "deemed rejected" by virtue of  
17 Lynn's inaction, Juanita now petitions the Court pursuant to NRS 147.130 for its order that  
18 the Monthly Payment obligation is valid and allowable, and that such obligation is approved  
19 by the Court as an acknowledged debt of Decedent's Estate.

20 **B. The Marital Agreement Mandates Alimony for the Rest of Juanita's Life;  
21 This Constitutes a Valid Obligation of the Estate.**

22 20. The Marital Agreement is a contract, subject to the general principles of  
23 contract law. *Grisham v. Grisham*, 128 Nev. 679, 289 P.3d 230 (2012) (citing *Mack v.*  
24 *Estate of Mack*, 125 Nev. 80, 206 P.3d 98 (2009)). "Contract interpretation generally  
25 presents a question of law subject to *de novo* review." *Anderson v. Sanchez*, 373 P.2d 860  
26 (2016). "In interpreting a contract, the court shall effectuate the intent of the parties, which  
27 may be determined in light of the surrounding circumstances if not clear from the contract  
28 itself." *Anvui, Ltd. Liab. Co. v. G.L. Dragon, Ltd.*, 123 Nev. 213, 163 P.3d 405 (2007); see  
*Trans W. Leasing Corp. v. Corrao Constr. Co.*, 98 Nev. 445, 652 P.2d 1181 (1982) ("Parol  
evidence is admissible to determine the true intent of the parties when the written  
instrument is ambiguous"). Whether a contract is ambiguous, that is, whether it is subject  
to two or more reasonable interpretations, is a question of law." *Galardi v. Naples Polaris,*  
*Ltd. Liab. Co.*, 301 P.3d 364 (2013). The court's role in interpreting a contract is to

1 determine and enforce the parties' intent. If the contract is clear and unambiguous, the  
2 determination is based strictly on the language of the contract. If the language of the  
3 contract is subject to two or more reasonable interpretations, parol evidence outside the  
4 four corners of the document may be taken into account to determine the parties' true  
5 intentions.

6         21. If the payments which are referred to as "alimony" or spousal support in the  
7 Marital Agreement are, in reality, a property division rather than true alimony, the payments  
8 do not end on the death of the obligor. *Waltz v. Waltz*, 110 Nev. 605, 877 P.2d 501 (1994).  
9 In *Waltz*, the divorce decree awarded all of husband's military pension to him but then  
10 stated that husband was required to pay wife "the sum of \$200 per month as permanent  
11 alimony, which amount he shall increase on a pro rata basis with each cost of living  
12 adjustment of his military retirement." *Id.* at 502. The trial court ruled that wife's alimony  
13 ended on husband's death. On appeal, Nevada Supreme Court reversed the trial court's  
14 decision. The Nevada Supreme Court, reviewing the language of the decree and parol  
15 evidence, primarily the use of the word "permanent," and the fact that wife waived her right  
16 to a share of husband's military pension and received a pro rata share of any cost of living  
17 increases, determined that it was really a permanent alimony award in lieu of property  
18 rights and therefore survived husband's death. In comparison to *Waltz*, the language in the  
19 Slovak Marital Agreement is much more specific than the general word "permanent."

20         22. The language of the Marital Agreement here reflects that Jack and Juanita's  
21 intention was to have the alimony survive Jack's death and that, as in *Waltz*, the alimony  
22 award for Juanita's life was in lieu of her share of the community property, and therefore  
23 was not true alimony that would presumptively end on his death.

24         23. Pursuant to paragraph 3 of the Marital Agreement, Juanita was entitled to  
25 receive alimony in the sum of \$3,000 per month on the first day of each month. Standing  
26 alone, that language would result in the alimony terminating on Jack's death. However,  
27 paragraph 6 of the Marital Agreement, referring to the monthly payments, states: "It is  
28 understood that these payments are due to Juanita *for the rest of her life*, whether or not

1 she is employed or remarried; and despite of [sic] any other income or net worth she may  
2 obtain.” (Emphasis added.) The specific term the parties agreed on is “the rest of her life.”  
3 No language of the agreement suggests that the parties were even aware of, let alone  
4 intended the rest of her life to be modified by the statutory end of alimony on Jack’s death.  
5 As compared to *Waltz*, the language “the rest of her life” is substantially clearer and more  
6 specific that the word “permanent.”

7         24. Furthermore, paragraph 7 of the Marital Agreement, combined with  
8 paragraph 3, reflect that the parties intended that Juanita receive the monthly payments  
9 for the rest of her life in lieu of receiving her interest in the “assets of the marriage.”  
10 Paragraph 7 notes that Jack “is engaged in and is the owner or has an interest in multiple  
11 business enterprises.” Ex. 2, at ¶ 7. The parties were legal residents of the State of Nevada,  
12 which is a community property state. The theory of community property is that marriage is  
13 a partnership and that each partner contributes equally, although not identically, to the  
14 acquisition of assets during the marriage; thus, each party has a present, existing, and  
15 equal interest in any wealth earned during the marriage. NRS 123.220; NRS 123.225. The  
16 parties were married in 1973 and divorced in 2003, thirty years later. Nothing in the Marital  
17 Agreement suggests that the “assets of the marriage” in which Juanita waived her interest,  
18 were owned by Jack prior to the marriage or that he inherited those “assets of the marriage”  
19 which would make the wealth his separate rather than community wealth. To the contrary,  
20 by referring to the wealth as the “assets of the marriage” it projects that the business  
21 interests referred to in paragraph 7, to which Juanita gave up her rights, were earned during  
22 the marriage, and thus were community property in which she had an interest equal to  
23 Jack’s.

24         25. The fact that these Monthly Payments were really payments in lieu of her  
25 community property rights is highlighted by the language in paragraph 6 that, as noted  
26 above, states: “It is understood that these payments are due to Juanita for the rest of her  
27 life, whether or not she is employed or remarried; and despite of any other income or net  
28 worth she may obtain.” Pursuant to Nevada law, alimony terminates upon the payee’s

1 remarriage absent an order to the contrary. NRS 125.150(5). In addition, the alimony award  
2 may be reduced or eliminated if the payer's income goes down or the payee's income goes  
3 up. NRS 125.150(7). Here, the Monthly Payments survive Juanita's remarriage and  
4 changes in financial circumstances. As a result, such Monthly Payments were payments  
5 in lieu of Juanita's property rights rather than a true alimony award.

6       26. Paragraph 8 of the Marital Agreement powerfully reflects that the parties  
7 intended the alimony payments to survive Jack's death. Paragraph 8 states: "If Jack elects  
8 to change his Will or trust it shall reflect this agreement and Juanita's right to receive  
9 alimony as provided herein." Nothing in the language of the Marital Agreement suggests  
10 that in requiring Jack to include the alimony term in his estate planning they intended the  
11 alimony to end on his death. Rather, the term that he would have to include in his estate  
12 planning documents would be "for the rest of her life." If the Marital Agreement intended  
13 the alimony payments to end on his death, there would be absolutely no reason for him to  
14 include, in any amended estate planning documents, the alimony agreement pursuant to  
15 which Juanita was to receive alimony payments "for the rest of her life." If his death ended  
16 those payments, there would be no terms to include in his amended estate planning  
17 because his obligation would have ended at his death and she would have no claim against  
18 his estate. There would be terms to include in his amended estate only if the alimony terms  
19 survived his death so as to be a charge on his estate. If such estate planning provided  
20 benefits to Juanita equal to or greater than the Monthly Payments, the language requiring  
21 him to include the alimony obligation in any amended estate planning documents would be  
22 entirely compatible with the alimony surviving his death and being a charge on his estate.  
23 If Jack amended his estate planning subsequent to entry of the Marital Agreement and did  
24 not include the alimony terms, Juanita would have a breach of contract claim against his  
25 estate.

26       27. Furthermore, the Decree does not simply refer to the Marital Agreement, but  
27 to "the agreement, as it is stated in the Petitioner's Joint Petition regarding the issue of  
28 spousal support" which is then "ratified, confirmed, and incorporated into this Decree as

1 though set fully forth.” Ex. 4, at 3: ¶ 3. That language suggests that the parties’ description  
2 of their agreement regarding spousal support that is contained in the Joint Petition, is  
3 incorporated into the Decree as well. The Joint Petition describes their agreement  
4 regarding spousal support as follows: “Wife shall receive spousal support in the amount of  
5 \$3,000 per month *for a period of her life time*. The spousal support shall begin on –  
6 presently being paid – *and shall end on her death*.” Joint Petition at 6:5 (emphasis added).  
7 Nothing could be clearer in terms of the parties’ intent regarding the meaning of their  
8 contract. While this language may not come into evidence if the Marital Agreement is  
9 determined to be clear and unambiguous, it would clearly come in as parol evidence if the  
10 contract were determined to be ambiguous.

11       28. Based upon the language of the Marital Agreement, the intention of the  
12 parties was that Juanita would receive Monthly Payments for the rest of her life in lieu of  
13 her claims to her share of the community property. Furthermore, the trial court adopted and  
14 incorporated their agreement into the Decree. Thus, there is an order of the court requiring  
15 the alimony payments to continue after Jack’s death.

16       29. In light of the foregoing, the Monthly Payment obligation is valid and  
17 allowable, and the Court should approve such obligation as an acknowledged debt of  
18 Decedent’s Estate.

19       **C. The Monthly Payment Obligation Should Be \$3,000 Per Month.**

20       30. The parties agreed in Paragraph 3 of the Marital Agreement that Jack’s  
21 obligation would be \$3,000 per month, but that “[t]his payment will be reduced to  
22 \$2000/month when the original house loan (\$200,000) is paid off in full.” Paragraphs 2.1  
23 through 2.4 make various provisions regarding the Corleone property, including that each  
24 party would leave his or her half ownership to the other via will or trust and that once the  
25 original \$200,000 mortgage was paid off, Juanita could at her option distribute her half  
26 interest as she saw fit—in other words, she would not be obligated to leave it to Jack in  
27 such case.

28       31. The unambiguous intent of the parties in making these provisions was that

1 Jack would make larger payments to Juanita until the mortgage was paid off, at which point  
2 Juanita would no longer need the larger alimony payment because she would reside in a  
3 house that was fully paid for. For many years, Jack maintained a policy of life insurance on  
4 himself with Juanita as the beneficiary with a death benefit that would be sufficient to satisfy  
5 the outstanding mortgage. At Jack's death, Juanita would become the sole owner of the  
6 property pursuant to the agreement; thus, she would own the Corleone property outright,  
7 and she would continue to receive \$2,000 per month from Jack's estate.

8       32. Unfortunately, Juanita was forced to sell the property shortly after Jack's  
9 death because Lynn did not make the July 2016 payment at all, and she reduced the  
10 payment to \$3,000 per month instead of the higher \$4,000 per month that Jack had actually  
11 made for ten years due to the high interest on the loan.

12       33. Although the original house loan was paid off at the time of the sale, this left  
13 Juanita without the obvious intended benefit of the bargain—namely, the parties intended  
14 for her to have the house free and clear *and* to receive \$2,000 per month for the rest of her  
15 life thereafter. Instead, she ended up having to pay off the loan from the sale proceeds and  
16 receiving only the net equity over and above the loan payoff amount.

17       34. Since the mortgage was not paid off, leaving her with the property free and  
18 clear, the amount of the Monthly Payment obligation to which Juanita should be entitled is  
19 \$3,000.00 per month until the time of her death.

20       35. From July 2016 to the present date, a total of 44 months have passed. The  
21 Estate's obligation through February 29, 2020 is therefore \$132,000 (44 x \$3,000). The  
22 total principal amount of outstanding, unpaid Monthly Payments, after crediting the \$25,000  
23 in partial payments, is \$107,000.

24       **WHEREFORE**, Juanita requests the entry of the Court's order as follows:

25       1. Finding and concluding as a matter of law that the Monthly Payment  
26 obligation asserted in the General Claim filed by Juanita on February 12, 2019, is valid and  
27 allowable, and that such obligation is approved by the Court as an acknowledged debt of  
28 the Estate of Decedent;



1           2.       That Decedent's Estate must commence making payments in the amount of  
2 \$3,000 per month on such obligation upon the entry of the Court's order, continuing for the  
3 remainder of Juanita's life, plus remit payment to Juanita of all unpaid amounts on the  
4 obligation from July 2016 to the present date in the total amount of \$107,000, together with  
5 all applicable interest; and

6           3.       For such other and further orders as the Court deems just and proper.

7                   AFFIRMATION PURSUANT TO NRS 239B.030

8           The undersigned does hereby affirm that this document does not contain the  
9 personal information of any person as defined by NRS 239B.030 and NRS 603A.040.

10          DATED this 13<sup>th</sup> day of March, 2020.

11  
12                                   WOODBURN AND WEDGE

13                                   By Sharon M. Jannuzzi  
14                                   Sharon M. Jannuzzi  
15                                   Attorneys for Juanita Slovak  
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EXHIBIT LIST

Exhibit #	Description	# of Pages
1	Deed	2

**EXHIBIT 1**

**EXHIBIT 1**

APN: 402-202-13

Escrow No. 00223672 - 001 -  
RPTT 1,578.50

When Recorded Return to:

**Grantee**

**2209 Avilla Drive**

**Sparks, NV 89434**

Mail Tax Statements to:

Grantee same as above

**DOC #4653860**

11/16/2016 04:07:14 PM

Electronic Recording Requested By  
FIRST CENTENNIAL - RENO (MAIN OF

Washoe County Recorder

Lawrence R. Burnett

Fee: \$18.00 RPTT: \$1578.50

Page 1 of 2

SPACE ABOVE FOR RECORDERS USE

**Grant, Bargain, Sale Deed**

THIS INDENTURE WITNESSETH: That  
Juanita Baker Slovak, an unmarried woman,

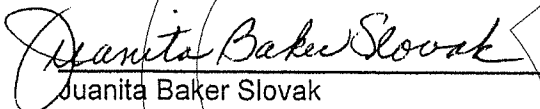
In consideration of \$10.00, the receipt of which is hereby acknowledged, do(es) hereby  
Grant, Bargain, Sell and Convey to  
Jayne A. Lyder, Trustee of the Jayne A. Lyder 2009, Separate Property Declaration of Trust,  
dated July 22, 2009

all that real property situate in the City of Sparks, County of Washoe, State of Nevada,  
described as follows:

See Exhibit A attached hereto and made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto  
belonging or in anywise appertaining.

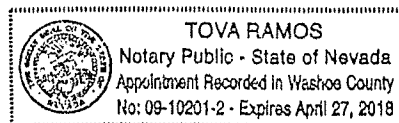
Witness my/our hand(s) this 7 day of November, 2016

  
\_\_\_\_\_  
Juanita Baker Slovak

STATE OF NEVADA  
COUNTY OF WASHOE

This instrument was acknowledged before me on 11-7-16,  
By Juanita Baker Slovak

  
\_\_\_\_\_  
NOTARY PUBLIC



SPACE BELOW FOR RECORDER

Exhibit A

Lot 18, of TOSCANA @ D'ANDREA UNITS 2A and 2B SUBDIVISIONS, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on August 1, 2000, as File No. 2469360, Tract Map No. 3861, Official Records.

COPY

SPACE BELOW FOR RECORDER

# EXHIBIT 2

# EXHIBIT 2

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.

//

//

<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  
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>

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22                   17.    The *Notice to Creditors* was filed in this matter on March 13, 2018.  
23  
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.

21                   //

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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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23  
24  
25  
26  
27  
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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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           //  
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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  
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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

---

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

Robert Slovak  
PO Box 5050  
Incline Village, NV 89450

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# EXHIBIT 3

# EXHIBIT 3

1 **2540**  
2 *F. McClure Wallace, Esq.*  
3 Nevada Bar No.: 10264  
4 *Patrick R. Millsap, Esq.*  
5 Nevada Bar No.: 12043  
6 *Wallace & Millsap*  
7 510 W Plumb Ln., Ste. A  
8 Reno, Nevada 89509  
9 (775) 683-9599  
10 mcclure@wallacemillsap.com  
11 patrick@wallacemillsap.com  
12 Attorneys for LYNN VALERIE SLOVAK

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

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.

//

//

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

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:

<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>

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22                   17.    The *Notice to Creditors* was filed in this matter on March 13, 2018.  
23  
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.

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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27  
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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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           //  
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28

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  
25  
26  
27  
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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 Owning 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

Robert Slovak  
PO Box 5050  
Incline Village, NV 89450

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