IN THE SUPREME COURT OF THE STATE OF NEVADA 1 IN THE MATTER OF ESTATE OF JACK P. 2 SLOVAK, BY AND THROUGH ITS EXECUTOR, LYNN SLOVAK, Supreme Court No. 82631 3 Appellant, District Court Cassettenically 58iled 4 Apr 14 2021 04:33 p.m. v. 5 Elizabeth A. Brown JUANITA SLOVAK, Clerk of Supreme Court 6 Respondent. 7 RESPONSE TO APPELLANT'S DOCKETING STATEMENT 8 Respondent JUANITA SLOVAK, by her counsel of record Woodburn & Wedge, pursuant to NRAP 14(f), hereby responds to the Docketing Statement Civil Appeals filed by Appellant EXECUTOR, LYNN SLOVAK on April 9, 2021. Respondent strongly disagrees with Appellant's

statements set forth in the Sections of her Docketing Statement, as follows:

Section 4. Nature of disposition below: "Summary judgment" and "Other disposition (specify): Grant of Petition for Summary Determination made pursuant to NRS 147.110(2) and 147.130."

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Section 8. Nature of the Action. Contrary to Appellant's description of the nature of the action and the result below, as set forth in the Court's Order, entered March 1, 2021, it granted Respondent's *Petition for Summary Determination* of her general claim against Decedent's estate, asserting that the terms of the Marital Agreement entered into between Decedent and Respondent settled their property rights subject to their divorce, that Decedent and Respondent incorporated such terms into their Joint Petition for Divorce, that the district court ratified, confirmed, and incorporated such terms into its Divorce Decree, and that such terms established Respondent held a bargained-for contractual right to receive monthly payments from Decedent and his estate for the duration of her lifetime. The Court reasoned that the obligation constitutes a property settlement of a permanent nature agreed upon between the parties in lieu of, and in exchange for waiving, all of Respondent's rights to all assets of the marriage, including without limitation, all community property rights. The Court ordered Decedent's estate to pay Respondent the unpaid sums owed pursuant to its obligation under the Martial Agreement, and to continue paying the obligation to Respondent each month for the remainder of her lifetime.

Section 9. Issues on Appeal. Based upon the foregoing, the sole issue on appeal is:

Whether the District Court erred in ruling in its Order, entered March 1, 2021, that the terms of the Marital Agreement validly entered into between Decedent and Respondent, which settled their property rights subject to their divorce and which terms Decedent and Respondent incorporated into their Joint Petition for Divorce and the Court ratified, confirmed, and incorporated in its Divorce Decree, established that Respondent held a bargained-for contractual right to receive monthly payments from Decedent and his estate for the duration of her lifetime because the obligation constitutes a property settlement of a permanent nature agreed upon between the parties in lieu of, and in exchange for waiving, all of Respondent's rights to all assets of the marriage, including without limitation, all community property rights; and thus, Respondent's general claim against the estate of Decedent is valid and enforceable.

Section 23. Brief description of claims. Contrary to Appellant's description, Respondent claims a monthly payment obligation against Decedent and his estate pursuant to a property settlement of a permanent nature which Decedent and Respondent agreed to in lieu of her rights to all assets of the marriage.

Affirmation The undersigned does hereby affirm that this document does not contain the personal information of any individual as defined by NRS 239B.030 and NRS 603A.040. DATED this Hand day of April, 2021. WOODBURN AND WEDGE By: Sharon M. Jannuzzi, Esq. Nevada State Bar No. 7858 S. Timothy Summers, Esq. Nevada State Bar No. 12285 6100 Neil Rd, Ste. 500 Reno, Nevada 89511 Tele: (775) 688-3000 sjannuzzi@woodburnandwedge.com tsummers@woodburnandwedge.com Attorneys for Respondent

1 CERTIFICATE OF MAILING 2 Pursuant to NRCP 5(b), I certify that I am an employee of the law offices of 3 Woodburn and Wedge, 6100 Neil Road, Suite 500, Reno, Nevada 89511, and that on the 14th day 4 of April, 2021, I served the foregoing document as indicated: 5 6 BY NOTICE OF ELECTRONIC FILING through the Electronic Case Filing System of the X 7 Supreme Court of Nevada, and U.S. Mail to the following: 8 9 F. McClure Wallace, Esq. Nevada Bar No.: 10264 10 Patrick R. Millsap, Esq. Nevada Bar No.: 12043 11 Wallace & Millsap 12 510 W Plumb Ln., Ste. A Reno, Nevada 89509 13 (775) 683-9599 mcclure@wallacemillsap.com 14 patrick@wallacemillsap.com Attorneys for LYNN VALERIE SLOVAK 15 BY MAILING IT BY FIRST CLASS MAIL with sufficient postage prepaid to the following 16 addresses: 17 Tyler Slovak 18 Robert Slovak 101 Tremaine Ave., Lot 7DP P.O. Box 5050 Palmerston North 493664 New Zealand 19 Incline Village, NV 89450 Pro Per Claimant in Probate Case Pro Per Claimant in Probate Case PR17-00458 before the Second the Judicial 20 PR17-00458 before the Second the District Court Judicial District Court 21 22 23 24 25 26 27

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