

## IN THE SUPREME COURT OF THE STATE OF NEVADA

### INDICATE FULL CAPTION:

THOMAS A. PICKENS, Individually and as  
Trustee of the LV Blue Trust,  
Appellant,  
vs.  
DR. DANKA K. MICHAELS, Individually and  
as Trustee of the Mich-Mic

No. 83491

Electronically Filed  
Oct 21 2021 10:11 a.m.  
Elizabeth A. Brown  
Clerk of the 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 Eighth Department J  
County Clark Judge Dianne Steel  
District Ct. Case No. D-17-560737-D

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

Attorney John D. Jones Telephone 702-318-5060  
Firm Jones & LoBello  
Address 9950 West Flamingo Road, Suite 100  
Las Vegas, NV 89147

Client(s) Thomas A. Pickens

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 Shawn M. Goldstein Telephone 702-919-1919  
Firm Goldstein Law, Ltd.  
Address 10161 Park Run Drive, Suite 150  
Las Vegas, NV 89145

Client(s) Danka K. Michaels

Attorney Jennifer V. Abrams Telephone 702-222-2041  
Firm The Abrams Mayo Law Firm  
Address 6252 South Rainbow Blvd., Suite 100  
Las Vegas, NV 89118

Client(s) Danka K. Michaels

(List additional counsel on separate sheet if necessary)

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

- |  |   |
|--|---|
| <input checked="" 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 type="checkbox"/> Other (specify): _____                         |
| <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:  
Thomas A. Pickens, Individually and as Trustee of the LV Blue Trust v. Danka K. Michaels, Individually and as Trustee of the Mich-Mich Trust; D-17-560737-D; date of disposition 8-5-2021.

Bluepoint Development, Inc.; a Nevada Corporation vs. Patience One, LLC, a Nevada Limited Liability Company, et al, (Thomas Allen Pickens, an individual, as Third-Party Defendant), A-19-795025-C, no disposition yet, trial set for May 23, 2022.

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

The action below started as a divorce action. When it was learned that the necessary documents were not filed in Slovenia by Respondent to validate the marriage, the complaint was amended to include putative spouse claims and claims for rescission of certain transfers made from Appellant to Respondent without consideration. The claims as pleaded and tried were based upon the putative spouse doctrine, to confirm asset pooling agreement, to rescind transfers of property without consideration, for unjust enrichment and breach of fiduciary duty.

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

See attached.

**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 of which Appellant is aware.

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

- a. Whether the Court erred in failing to find the existence of or breach of Respondent's multiple fiduciary duties to Appellant.
- b. Whether the Court erred in finding that there was consideration (guilt as consideration or any other consideration) for the transfers for which there was no consideration.
- c. Whether the Court erred in determining that a transfer from Appellant's trust to the Respondent's trust was still a valid transfer (with a typo) of appellant's interest in an LLC when the LLC was owned by Appellant individually, not in his trust.
- d. Whether the Court erred in finding that at the time of the transfers at issue, that Respondent was not Appellant's primary care physician.
- c. Whether the Court erred in concluding that Respondent's actions after the filing of the lawsuit were consideration for the transactions in question.
- f. Whether the Court erred in failing to find that Respondent was unjustly enriched.
- g. Whether the Court erred in failing to find an implied partnership/asset pooling agreement.
- h. Whether the Court erred in finding that Appellant received consideration for the transfer of the joint LLC interest.
- i. Whether the Court erred in failing to find that Respondent was unjustly enriched by the transactions in question.

**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: This case deals with a complex combination of issues related to business transactions, fiduciary duties, and consideration which have not been adjudicated previously. It involves issues of public policy as it pertains to fiduciary duties of LLC members to one another and of Physicians to patients.

**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:

Based upon the complexity of the issues and the need for clear controlling case law regarding the nuanced intersection of business law and family law in cases such as this, it is appropriate that the Supreme Court adjudicate this appeal

**14. Trial.** If this action proceeded to trial, how many days did the trial last? 5

Was it a bench or jury trial? Bench

**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?

N/A

## TIMELINESS OF NOTICE OF APPEAL

**16. Date of entry of written judgment or order appealed from** August 5, 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** August 5, 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** September 2, 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)(1)

## 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)

(b) Explain how each authority provides a basis for appeal from the judgment or order: NRAP 3A(b)(1) applies as this is an appeal from a final judgment entered in a civil action commenced in the Eighth Judicial District Court Family Division, in which the judgment was entered.

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

(a) Parties:

Thomas A. Pickens, Individually and as Trustee of the LV Blue Trust

Dr. Danka K. Michaels, Individually and as Trustee of the Mich-Mich Trust

(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:

All parties in the district court case are parties to this appeal.

**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.**

Appellant: Rescission, putative marriage, breach of fiduciary duty, want of consideration, implied partnership, and unjust enrichment

Respondent: The denial of all of Appellant's claims.

**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:

(b) Specify the parties remaining below:

(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)):**

**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

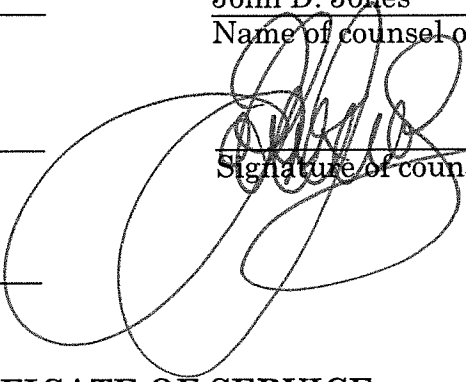
## VERIFICATION

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.

Thomas A. Pickens  
Name of appellant

John D. Jones  
Name of counsel of record

10/24/21  
Date

  
Signature of counsel of record

Clark County, Nevada  
State and county where signed

## CERTIFICATE OF SERVICE

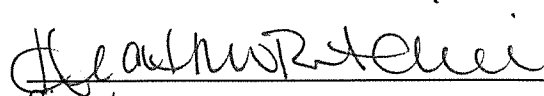
I certify that on the 21 day of October, 2021, I served a copy of this completed docketing statement upon all counsel of record:

- ☐ 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.)

Shawn M. Goldstein, Esq.  
GOLDSTEIN LAW, LTD.  
1980 Festival Plaza Drive, Suite 300  
Las Vegas, NV 89135  
Email: shawn@goldsteinlawltd.com  
Attorney for Respondent

continued on separate sheet.

Dated this 21 day of October, 2021

  
Signature

Certificate of Service, continued:

Jennifer V. Abrams, Esq.

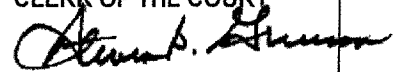
The Abrams & Mayo Law Firm

6252 South Rainbow Blvd., #100

Las Vegas, NV 89118

Email: [JVAGroup@TheAbramsLawFirm.com](mailto:JVAGroup@TheAbramsLawFirm.com)

Attorney for Respondent



1 **COMD**

2 **Paul A. Lemcke, Esq.**

3 Nevada Bar No. 003466

4 PECOS LAW GROUP

5 8925 South Pecos Road, Suite 14A

6 Henderson, Nevada 89074

7 Telephone: (702) 388-1851

8 Facsimile: (702) 388-7406

9 Email: [Email@pecoslawgroup.com](mailto:Email@pecoslawgroup.com)

10 Attorney for Plaintiff

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 Thomas A. Pickens, individually,  
14 and as trustee of the LV Blue Trust,

15 Plaintiff,

16 vs.

17 Danka K. Michaels, individually,  
18 and as Trustee of the Mich-Mich  
19 Trust,

20 Defendant.

Case No. D-17-560737-D

Dept No. B

21 **SECOND AMENDED COMPLAINT FOR**  
22 **EQUITABLE RELIEF UNDER (1) THE PUTATIVE SPOUSE DOCTRINE, AND**  
23 **(2) PURSUANT TO EXPRESS AND /OR IMPLIED AGREEMENT TO HOLD PROPERTY**  
24 **AS IF THE PARTIES WERE MARRIED UNDER MICHOFF; AND TO SET ASIDE DEEDS**  
25 **OF REAL PROPERTY AND ASSIGNMENT OF L.L.C. INTEREST**

26 COMES NOW Plaintiff **Thomas A. Pickens**, by and through his counsel of  
record, **Paul A. Lemcke, Esq.**, of PECOS LAW GROUP, and for his claims for relief  
against Defendant **Danka K. Michaels**, states and alleges as follows:

...

**Allegations Common to All Claims**

1  
2  
3       1.     Thomas A. Pickens ("Pickens") has been and now is a bona fide and  
4 actual resident and domiciliary of the State of Nevada, County of Clark, and has  
5 been actually and corporeally present in said State and County for more than six  
6 (6) weeks prior to the commencement of this action.

7       2.     Danka K. Michaels ("Michaels") has been and now is a bona fide and  
8 actual resident and domiciliary of the State of Nevada, County of Clark, and has  
9 been actually and corporeally present in said State and County for more than six  
10 (6) weeks prior to the commencement of this action.

11  
12       3.     Plaintiff, Thomas A. Pickens ("Pickens") and Defendant, Danka K.  
13 Michaels ("Michaels") participated in a marriage ceremony in Bratislava, Slovakia  
14 on April 7, 2002. A true and correct copy of the parties' Slovakian marriage  
15 certificate is attached hereto as Exhibit "1," and a true and correct translation of  
16 the marriage certificate is attached hereto as Exhibit "2." From that date, the  
17 parties lived together and held themselves out as husband and wife, until their  
18 separation in the fall of 2016.

19  
20       4.     At all times prior to, during, and after the parties' 2002 marriage  
21 ceremony in Slovakia, Pickens maintained an unwavering, honest, and good faith  
22 belief that the parties' marriage ceremony was legally valid, enforceable, and  
23 binding at the time of the ceremony, and that the parties were legally married.  
24 Pickens' good faith belief in the validity of his marriage to Michaels was  
25 circumstantially supported by the parties' mutual intent to travel to Slovakia for  
26

1 the express purpose of marrying; by the certificated church wedding; by Pickens'  
2 understanding and belief that the foreign marriage ceremony was regularly entered  
3 into and had immediate legal force and effect; by the parties' subsequent  
4 distribution of marriage announcements; by the parties' subsequent taking of  
5 ownership to Nevada real property as "wife and husband as joint tenants" (and the  
6 related funding of same); and by the parties' subsequent intentional actions in  
7 holding themselves out as husband and wife to multiple third parties.  
8

9 4. There are no minor children of the parties, neither party has adopted  
10 any children during their relationship, and Michaels is not now pregnant.

11 5. There is community and/or jointly owned property belonging to the  
12 parties to be adjudicated by the court through the application of equitable  
13 principles, including, but not limited to, Michaels' medical practice. The exact  
14 amounts and descriptions of the community and jointly owned property of the  
15 parties are unknown to Pickens at this time. Pickens prays leave of this court to  
16 amend this Complaint to insert the same when they have become known to him or  
17 at the time of trial.  
18

19 6. There are community and/or joint debts and obligations of the parties  
20 to be adjudicated by the court through the application of equitable principles, the  
21 exact amounts and descriptions of which are unknown to Pickens at this time.  
22 Pickens prays leave of court to amend this Complaint to insert the same when they  
23 have become known to him or at the time of trial.  
24

25 7. Pickens has certain separate property which should be confirmed to  
26 him on divorce, the exact amounts and descriptions of which are unknown to



1 Pickens at this time. Pickens prays leave of court to amend this Complaint to  
2 insert the same when they have become known to him or at the time of trial.

3 8. Pickens has been required to retain the services of Paul A. Lemcke,  
4 Esq. of the law office of PECOS LAW GROUP to prosecute this action and is  
5 therefore entitled to reasonable attorney's fees and costs of suit.  
6

7 9. Pickens requests that this court jointly restrain the parties herein in  
8 accordance with the terms of the Joint Preliminary Injunction issued herewith.

9 **First Claim for Relief**  
10 **(Equitable Relief Under the Putative Spouse Doctrine)**

11 10. Pickens repeats and realleges, as if fully set forth herein, the  
12 allegations contained in paragraphs 1 through 9, hereinabove.

13 11. Pickens participated in the marriage ceremony in Bratislava, Slovakia  
14 on April 7, 2002 with the honest and reasonable belief that that the marriage was  
15 valid and binding at the time of the marriage ceremony, and that there was no  
16 impediment to the marriage on the performance of that ceremony.  
17

18 12. As a consequence of Pickens' good faith belief that there was no  
19 legal impediment to the parties' marriage, Pickens is entitled to the protections  
20 and benefits of the putative spouse doctrine, established in Nevada in *Williams v.*  
21 *Williams*, 97 P.3d 1124, 120 Nev. 559 (2004). Accordingly, the division of  
22 property as community property is appropriate in this action by applying the  
23 equitable principles established under *Williams*.  
24

25 . . .

26 . . .

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14. Since April 7, 2002, the parties maintained express and/or implied agreements that they would acquire and hold property as if they were married, including, but not limited to, the acquisition of real property intentionally titled to them as "wife and husband, as joint tenants," the acquisition of an interest in a commercial office building through their respective trusts, and the accrual of other earnings and assets during the time that the parties were regularly and routinely holding themselves out to multiple third parties as a married husband and wife.

16. As a result of the parties' voluntarily and intentional conduct, an express and/or implied contract to hold their assets as though they were married was created, and Pickens is entitled to enforcement of those express and/or implied agreements, as applicable, as provided in *Western States Constr. v. Michoff*, 108 Nev. 931, 840 P.2d 1220 (1992). Accordingly, community property law applies by analogy to the division of the assets in this action.

• • •

**Third Claim for Relief**  
**(Set Aside of Deeds of Real Property  
and Assignment of L.L.C. Interest)**

17. Pickens repeats and realleges, as if fully set forth herein, the allegations contained in paragraphs 1 through 16, hereinabove.

18. On September 27, 2004, Michaels and Pickens acquired real property located at 9517 Queen Charlotte Drive, Las Vegas, Nevada, 89145-8673 (the "Queen Charlotte Property"), and took title as "wife and husband as joint tenants."

19. On February 25, 2011, Michaels and Pickens acquired real property located at 7608 Lowe Avenue, Las Vegas, Nevada, 89131 (the "Lowe Property"), and took title as "wife and husband as joint tenants."

20. On or about June 4, 2012, Pickens formed a revocable trust known as the LV Blue Trust. Pickens is the settlor and sole trustee of the LV Blue Trust. Pickens engaged Evans & Associates, a professional law corporation, to represent him in the formation of the LV Blue Trust and the preparation of related personal estate planning documents.

21. As of September 12, 2016, the LV Blue Trust owned a 50% membership interest in Patience One, LLC, a Nevada limited liability company. Patience One, LLC owns and operates a commercial office building located at 3320 North Buffalo Drive, Las Vegas, Nevada.

22. As of September 12, 2016, the Mich-Mich Trust owned the remaining 50% membership interest in Patience One, LLC, a Nevada limited liability company. Pickens is informed and believes, and thereon alleges, that Michaels is the settlor and sole trustee of the Mich-Mich Trust. Pickens is also

1 informed and believes, and thereon alleges, that Michaels engaged Evans &  
2 Associates, a professional law corporation, to represent her in the formation of the  
3 Mich-Mich Trust and the preparation of related personal estate planning  
4 documents.

5           23. In 2015, Pickens had a relationship with a woman outside his putative  
6 marriage to Michaels. Upon discovering this relationship, Michaels was enraged  
7 and demanded that as to the Queen Charlotte Property, the Lowe Property, and the  
8 ownership of Patience One, LLC, she “wanted everything in her name.”  
9 Michaels’ demands were intended to influence and pressure Pickens into  
10 emotional and guilt-ridden decisions that were not in his best interest. Michaels  
11 coerced and intimidated Pickens into attending an appointment at Evans &  
12 Associates and executing conveyances of his legal and/or beneficial interests in  
13 the Queen Charlotte Property, the Lowe Property, and the ownership of Patience  
14 One, LLC, to Michaels or the Mich-Mich Trust. Pickens complied with Michaels’  
15 demands with the sole intention of ameliorating Michaels’ rage and restoring  
16 marital peace.  
17

18           24. On September 13, 2016, Michael’s directed Pickens to appear at the  
19 offices of Evans & Associates and meet with Michaels and attorney Shannon  
20 Evans (“Ms. Evans”). At the time of the September 13, 2016 meeting, Pickens  
21 was not represented by independent counsel, nor had he the opportunity to consult  
22 with independent counsel. Ms. Evans’ representative capacity at the September  
23 13 meeting with both Michaels and Pickens is unclear.  
24  
25  
26

1           25.     At the September 13, 2016 meeting, Pickens and Michaels signed a  
2 Grant, Bargain, Sale Deed conveying the Queen Charlotte Property from Pickens  
3 and Michaels as “wife and husband as joint tenants,” to Pickens and Michaels, as  
4 unmarried joint tenants. Pickens and Michaels contemporaneously signed a Grant,  
5 Bargain, Sale Deed conveying the Queen Charlotte Property from Pickens and  
6 Michaels, as unmarried joint tenants, to Michaels, as an “unmarried woman.” Ms.  
7 Evans, and/or Evans & Associates, prepared the referenced deeds, facilitated their  
8 execution, and recorded same.  
9

10           26.     At the September 13, 2016 meeting, Pickens and Michaels signed a  
11 Grant, Bargain, Sale Deed conveying the Lowe Property from Pickens and  
12 Michaels as “wife and husband as joint tenants,” to Pickens and Michaels, as  
13 unmarried joint tenants. Pickens and Michaels contemporaneously signed a Grant,  
14 Bargain, Sale Deed conveying the Lowe Property from Pickens and Michaels, as  
15 unmarried joint tenants, to Michaels, as an “unmarried woman.” Ms. Evans,  
16 and/or Evans & Associates, prepared the referenced deeds, facilitated their  
17 execution, and recorded them.  
18

19           27.     At the September 13, 2016 meeting, Pickens and Michaels signed (as  
20 the trustee of the LV Blue Trust) an Assignment and Assumption of Membership  
21 Interest from the LV Blue Trust to the Mich-Mich Trust. This Assignment and  
22 Assumption purported to convey the LV Blue Trust’s 50% interest in Patience  
23 One, LLC, a Nevada limited liability company, to the Mich-Mich Trust, of which  
24 Michaels was the trustee. Ms. Evans, and/or Evans & Associates, prepared the  
25 referenced Assignment and Assumption and facilitated its execution.  
26

1           28. At all times during the September 13, 2016 meeting, and at the time  
2 of the execution of the deeds and the assignment of interest described in  
3 paragraphs 25, 26, and 27 of this Complaint, Michaels was aware of Pickens' legal  
4 claim to the subject properties, and continues to be so aware. Michaels stands in a  
5 fiduciary relationship to Pickens, and despite that fact, did then and does now  
6 actively disavow and conceal her relationship to Pickens for her perceived  
7 financial benefit, and to Pickens' financial detriment.  
8

9           29. By her extreme and outrageous conduct, Michaels seeks to  
10 unlawfully divest Pickens of his legal and/or beneficial interest in the parties' joint  
11 and community property under established equitable principles, including his  
12 allocated portion of the community value of Michaels' medical practice accrued  
13 since the parties 2002 marriage.  
14

15           30. Pickens' execution of the multiple Grant Bargain Sale Deeds on the  
16 Queen Charlotte Property and the Lowe Property, as well as his execution of the  
17 Assignment and Assumption of Membership Interest from the LV Blue Trust to  
18 the Mich-Mich Trust, was performed under duress and coercion and was  
19 inequitable and unconscionable at the time of execution. As such, the multiple  
20 Grant Bargain Sale Deeds executed by Pickens on the Queen Charlotte Property  
21 and the Lowe Property, and his execution (as the trustee of the LV Blue Trust) of  
22 the Assignment and Assumption of Membership Interest on Patience One, LLC,  
23 should be invalidated, and immediately set aside as null and void.  
24  
25  
26

1           31. As a result of Michaels' actions, Pickens has been forced to incur  
2 attorney's fees and costs in prosecution of this claim and is therefore entitled to an  
3 award of reasonable attorney's fees and costs.

4           **WHEREFORE**, Plaintiff prays for judgment as follows:

5           1. That the court invalidate – and set aside as null and void – the  
6 multiple Grant Bargain Sale Deeds on the Queen Charlotte Property and the Lowe  
7 Property, as wells as the Assignment and Assumption of Membership Interest on  
8 Patience One, LLC executed by Plaintiff as the trustee of the LV Blue Trust;

9           3. That the court equally divide the parties' community and jointly  
10 owned property, premised, alternatively, on the application of equitable principles  
11 based on community property law under *Williams*, or the application of  
12 community property law by analogy under *Michoff*;

13           4. That the court equally divide the parties' community debts and  
14 obligations under the same principles;

15           5. That Plaintiff's separate property be confirmed to him on divorce;

16           6. That the court issue its Joint Preliminary Injunction enjoining the  
17 parties pursuant to the terms stated therein, and make the same an order of the  
18 court;

19           7. That Defendant be ordered to pay a reasonable sum to Plaintiff's  
20 counsel as and for attorney's fees, together with costs of bringing this action; and

21           ...

22           ...

8. That Plaintiff be awarded such other and further relief as the court may deem just and proper in the premises.

DATED this 15 day of October, 2018.

PECOS LAW GROUP

Рестука

**Paul A. Lemcke, Esq.**

Nevada Bar No. 003466

PECOS LAW GROUP

8925 South Pecos Road, Suite 14A

Henderson, Nevada 89074

(702) 388-1851

Attorney for Plaintiff



1 VERIFICATION

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

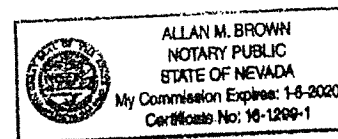
6 **Thomas A. Pickens**, being first duly sworn, deposes and says:

7 That I am Plaintiff in the above-entitled action; that I have read the  
8 foregoing "SECOND AMENDED COMPLAINT FOR EQUITABLE RELIEF UNDER (1) THE  
9 PUTATIVE SPOUSE DOCTRINE, AND (2) PURSUANT TO EXPRESS AND /OR IMPLIED  
10 AGREEMENT TO HOLD PROPERTY AS IF THE PARTIES WERE MARRIED UNDER  
11 *MICHOFF*, AND TO SET ASIDE DEEDS OF REAL PROPERTY AND ASSIGNMENT OF  
12 L.L.C. INTEREST; and know the contents thereof; that the same is true of my own  
13 knowledge, except for those matters therein contained stated upon information and  
14 belief, and as to those matters, I believe them to be true.  
15

16  
17   
18 **THOMAS A. PICKENS**

19 SUBSCRIBED and SWORN before  
20 me this 15<sup>th</sup> day of October, 2018.

21   
22 NOTARY PUBLIC



1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I hereby certify that the foregoing "SECOND  
3 AMENDED COMPLAINT" in the above-captioned case was served this date as  
4 follows:

- 5 ☒ pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP (b)(2)(D) and  
6 Administrative Order 14-2 Captioned "In the Administrative  
7 Matter of Mandatory Electronic Service in the Eighth Judicial  
8 District Court," by mandatory electronic service through the  
9 Eighth Judicial District Court's electronic filing system;
- 10 ☐ by placing the same to be deposited for mailing in the United  
11 States Mail, in a sealed envelope upon which first class postage was  
12 prepaid in Las Vegas, Nevada;
- 13 ☐ pursuant to EDCR 7.26 to be sent via facsimile, by duly executed  
14 consent for service by electronic means;
- 15 ☐ by hand-delivery with signed Receipt of Copy.

16 To attorney(s) /person(s) listed below at the address:

17 **Jennifer V. Abrams, Esq.**  
18 JVAGroup@TheAbramsLawFirm.com

19 DATED this 15<sup>th</sup> day of October 2018.

20 

21 **Allan Brown**

22 An employee of PECOS LAW GROUP  
23  
24  
25  
26

# Exhibit “1”

Pro usu ecclesiastico sine tymbro • Pre cirkevné účely bez kolku

Officium parociale  
Rím. kat. farský úrad  
Panny Márie Snežnej  
Bratislava – Kalvária

Districtus: Bratislava - Stred  
Okres :

Nr.:  
Čís.: 100/2017

Diocesis : Bratislava  
Diecéza :

## LITTERAE MATRIMONIALES SOBÁŠNY LIST

In libro matrimoniumhuius Officii parocchialis hanc adnotationem contineri fidedigne testor :  
Svedčím, že v knihe manželstiev tunajšieho farského úradu je uvedený zápis :

Tomus – zväzok: II. pagina – strana: 78. nr. curr. – bež. čís.: 4.  
dies, mensis, annus initi matrimonii:  
deň, mesiac, rok prijatia sviatosti manželstva: 07. 04. 2002

Coniuges: Manželia	maritus – manžel	uxor - manželka
Nomen, conditio, parentes Meno, zamestnanie, rodičia	PICKENS Thomas, Ivon et Ruth n. Roof	OLTUSOVÁ Danka Katarína, Eugen et Olga n. Belokostolská
Tempus et locus nativitatis Dátum a miesto narodenia	05. 10. 1956, Trumbull, Ohio, USA	26. 11. 1955, Bratislava
Locus domicilii Bydlisko	Las Pegas NV 89134 10261 Copparo PL	Belopotockého 3/C, Bratislava
Religio, status (coelebs – viduus) Náboženstvo, stav (slobodný vdovec)	gr. cath.	r. cath.

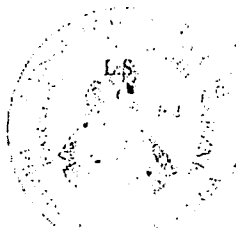
Testes – (nomen, locus domicilii)  
Svedkovia – (meno, bydlisko)  
Daniela Burianová, Rajecká 12, Bratislava  
Eugen Oltus, Dunajská Lužná 366

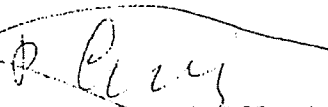
Sacerdos assístens et eius officium  
Asistujúci kňaz a jeho hodnosť  
P. Pius Majerovič, OP  
administrator par.

Promulgationes, dispensationes  
Ohlásky, oslobodenia

Observationes – Poznámky

Dátum: 01. 09. 2017



  
P. Chryzostom Kryštof, OP – adm.  
subscriptio, functio

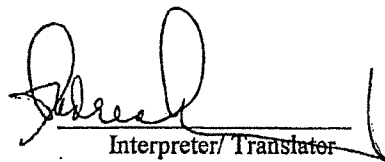
# Exhibit “2”

## AFFIDAVIT

I, Andrea Krlickova, duly sworn, depose and say:

1. That I am a citizen of the United States.
2. That I am presently a resident of Las Vegas, County of Clark, State of Nevada and have been so since August 1998. My business address is 9829 Iris Valley Street, Las Vegas, NV 89178.
3. That I am a native of the Slovak Republic and I am fluent in the Slovak language. That since February 2002, I have been authorized by the Eighth Judicial District Court Interpreters' Office as an Interpreter and Translator. That since March 2005, I have been granted the status of Nevada Registered Court Interpreter by the Supreme Court of Nevada, Administrative Office of the Courts and that as of March 2017, I am a Qualified ACTFL/ILR Oral Proficiency Interview (OPT) Tester in Slovak.
4. That from the above dates forward I have worked as an Interpreter and/or Translator for Municipal, Justice, District and Immigration Courts, as well as County, State and Federal agencies, private attorneys and other entities.
5. That I have obtained a formal education in the Slovak Republic and I have earned a Master's degree from the University of Pavol Jozef Šafárik, School of Law in Košice.
6. That I am a member of the American Translators Association (ATA), National Association of Judiciary Interpreters and Translators (NAJIT), American Council on the Teaching of Foreign Languages (ACTFL), Nevada Interpreters and Translators Association (NITA) and the Federal Court Clerks' Association.
7. That I have translated the Marriage Certificate (Thomas Pickens) for the Pecos LawGroup from Slovak into English.
8. That said translation is true and correct to the best of my knowledge and belief.

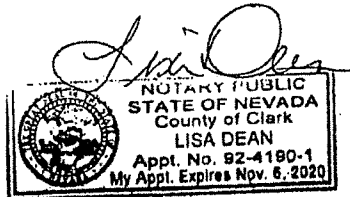
Dated at Las Vegas, Nevada, this October 9, 2017.

  
Interpreter/Translator

STATE OF NEVADA)  
COUNTY OF CLARK)

Signed and sworn to, before me, a Notary Public, this Oct 9, 2017

Notary Public in and for said  
Clark County and State of Nevada.



Pro usu ecclesiastico sine tymbro • For church purposes there is no revenue stamp

Officium parociale  
Roman Catholic Parish Office of  
Virgin Mary of the Snows  
Bratislava – Calvary

Districtus: Bratislava – Stred  
County:

Nr.:  
No.: 100/2017

Diocesis: Bratislava  
Diocese:

## LITTERAE MATRIMONIALES MARRIAGE CERTIFICATE

In libro matrimoniumhuius Officii parocchialis hanc adnotationem contieri fidedigne testor :  
I hereby testify that there is a record in the Book of Marriages of the local Parish Office :

Tomus – volume: II  
dies, mensis, annus initi matrimonii:

pagina – page: 78<sup>th</sup>

nr. curr. – curr. no.: 4<sup>th</sup>

Day, month, year when the sacrament of matrimony was received: April 7, 2002

Coniuges: Spouses	maritus – husband	uxor - wife
Nomen, conditio, parentes Name, occupation, parents	PICKENS Thomas, Ivon et. Ruth n. Roof	OLTUSOVÁ Danka Katarína, Eugen et. Olga n. Belokostolská
Tempus et locus nativitatis Date and place of birth	October 5, 1956, Trumbull, Ohio, USA	November 26, 1955, Bratislava
Locus domicilii Domicile	Las Vegas, NV 89134 10261 Copparo PL	Belopotockého 3/C, Bratislava
Regilio, status (coelebs – viduus) Religion, status (single widower)	gr. cath.	r. cath.

Testes – (nomen, locus domicilii)  
Witnesses – (name, domicile)

Daniela Burianová, Rajecká 12, Bratislava  
Eugen Oltus, Dunajská Lužná 366

Sacerdos assistens et eius officium  
Assisting priest and his rank

P. Pius Majerovič, OP  
administrator par.

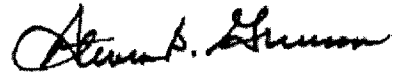
Promulgationes, dispensationes  
Notices, dispensations

Observationes – Comments:

Date: September 1, 2017



[Signature]  
P. Chryzostom Kryštof, OP – adm.  
subscriptio, functio



1 **ACO**

Jennifer V. Abrams, Esq.

2 Nevada State Bar Number: 7575

THE ABRAMS & MAYO LAW FIRM

3 6252 South Rainbow Blvd., Suite 100

Las Vegas, Nevada 89118

4 Tel: (702) 222-4021

Fax: (702) 248-9750

5 Email: [JVAGroup@TheAbramsLawFirm.com](mailto:JVAGroup@TheAbramsLawFirm.com)

Attorney for Defendant

Eighth Judicial District Court

Family Division

Clark County, Nevada

8 THOMAS A. PICKENS, individually,) Case No.: D-17-560737-D  
and as trustee of the LV Blue Trust, )

9 Plaintiff, )

Department: B

10 vs. )

11 DANKA K. MICHAELS, )  
12 individually, and as trustee of the )  
Mich-Mich Trust, )

13 Defendant. )

14  
15 **ANSWER TO SECOND AMENDED COMPLAINT FOR**  
16 **EQUITABLE RELIEF UNDER (1) THE PUTATIVE SPOUSE**  
17 **DOCTRINE, AND (2) PURSUANT TO EXPRESS AND/OR**  
18 **IMPLIED AGREEMENT TO HOLD PROPERTY AS IF THE**  
19 **PARTIES WERE MARRIED UNDER *MICHOFF*; AND TO SET**  
20 **ASIDE DEEDS OF REAL PROPERTY AND ASSIGNMENT OF**  
21 **L.L.C. INTEREST;**  
**AFFIRMATIVE DEFENSES AND COUNTERCLAIM**

20 **NOW INTO COURT** comes Defendant, DANKA K. MICHAELS,  
21 by and through her attorney of record, JENNIFER V. ABRAMS, ESQ., of



1 THE ABRAMS & MAYO LAW FIRM, and hereby answers Plaintiff's  
2 Second Amended Complaint for Equitable Relief Under (1) The Putative  
3 Spouse Doctrine, and (2) Pursuant to Express and/or Implied  
4 Agreement to Hold Property as if the Parties were Married Under  
5 *Michoff*; and to Set Aside Deeds of Real Property and Assignment of  
6 L.L.C. Interest and submits her Affirmative Defenses and Counterclaim.

7 **ANSWER TO COMPLAINT**

8 **Allegations Common to All Claims**

9 1. In response to paragraph 1 of Plaintiff/Counter-defendant's  
10 Complaint, Defendant/Counter-claimant is without sufficient  
11 information to form a belief as to the truth or falsity of the allegations  
12 contained therein. The allegations are therefore denied with proof  
13 demanded at Trial.

14 Defendant/Counter-claimant admits the allegations contained in  
15 paragraph 2 of Plaintiff/Counter-defendant's Complaint.

16 2. Defendant/Counter-claimant denies the allegations  
17 contained in paragraphs 3, 4 (first number four in the Complaint), 5, 6, 8  
18 and 9 of Plaintiff/Counter-defendant's Complaint.

19 3. In response to paragraph 4 (second number four in the  
20 Complaint) of Plaintiff/Counter-defendant's Complaint,  
21 Defendant/Counter-claimant admits that there are no minor children of

1 the parties together, neither party has adopted any children and  
2 Defendant/Counter-claimant is not now pregnant. Defendant/Counter-  
3 claimant denies the remaining allegations contained therein.

4 4. In response to paragraph 7 of Plaintiff/Counter-defendant's  
5 Complaint, Defendant/Counter-claimant admits that Plaintiff/Counter-  
6 defendant has property which should be confirmed to him.  
7 Defendant/Counter-claimant denies the remaining allegations contained  
8 therein.

9 **First Claim for Relief**

10 **(Equitable Relief Under the Putative Spouse Doctrine)**

11 5. In response to paragraph 10 of Plaintiff/Counter-defendant's  
12 Complaint, Defendant/Counter-claimant's incorporates her answers to  
13 paragraphs 1 through 9 above as if set forth herein.

14 6. Defendant/Counter-claimant denies the allegations  
15 contained in paragraphs 11 and 12 of Plaintiff/Counter-defendant's  
16 Complaint.

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**Second Claim for Relief**

**Equitable Relief Under Express and/or Implied Contract to  
Acquire and Hold Property as if Married)**

7. In response to paragraph 13 of Plaintiff/Counter-defendant's Complaint, Defendant/Counter-claimant's incorporates her answers to paragraphs 1 through 12 above as if set forth herein.

8. In response to paragraph 14 of Plaintiff/Counter-defendant's Complaint, Defendant/Counter-claimant admits that the parties have held property titled as "wife and husband as joint tenants."

Defendant/Counter-claimant denies the remaining allegations contained therein.

9. Defendant/Counter-claimant denies the allegations contained in paragraphs 15 and 16 of Plaintiff/Counter-defendant's Complaint.

**Third Claim for Relief  
(Set Aside of Deeds of Real Property and  
Assignment of L.L.C. Interest)**

10. In response to paragraph 17 of Plaintiff/Counter-defendant's Complaint for Divorce, Defendant/Counter-claimant's incorporates her answers to paragraphs 1 through 16 above as if set forth herein.

///

1           11. Defendant/Counter-claimant admits the allegations  
2 contained in paragraphs 21, 22, 25 and 26 of Plaintiff/Counter-  
3 defendant's Complaint.

4           12. Defendant/Counter-claimant denies the allegations  
5 contained in paragraphs 28, 29, 30 and 31 of Plaintiff/Counter-  
6 defendant's Complaint.

7           13. In response to paragraph 18 of Plaintiff/Counter-defendant's  
8 Complaint, Defendant/Counter-claimant admits that on or about  
9 September 27, 2004, Plaintiff/Counter-defendant and  
10 Defendant/Counter-claimant acquired real property located at 9517  
11 Queen Charlotte Drive, Las Vegas, Nevada 89145 and that title said:  
12 "wife and husband as joint tenants." Defendant/Counter-claimant  
13 denies the remaining allegations contained therein.

14           14. In response to paragraph 19 of Plaintiff/Counter-defendant's  
15 Complaint, Defendant/Counter-claimant admits that on or about  
16 February 25, 2011, Plaintiff/Counter-defendant and Defendant/Counter-  
17 claimant acquired real property located at 7608 Lowe Avenue, Las  
18 Vegas, Nevada 89131 and that title said: "wife and husband as joint  
19 tenants." Defendant/Counter-claimant denies the remaining allegations  
20 contained therein.

21   ///

1           15. In response to paragraph 20 of Plaintiff/Counter-defendant's  
2 Complaint, Defendant/Counter-claimant is without sufficient  
3 information to form a belief as to the truth or falsity of the allegations  
4 contained therein. The allegations are therefore denied with proof  
5 demanded at Trial.

6           16. In response to paragraph 23 of Plaintiff/Counter-defendant's  
7 Complaint, Defendant/Counter-claimant admits that Plaintiff/Counter-  
8 defendant was romantically and sexually involved with a woman other  
9 than Defendant/Counter-claimant. Defendant/Counter-claimant denies  
10 the remaining allegations contained therein.

11           17. In response to paragraph 24 of Plaintiff/Counter-defendant's  
12 Complaint, Defendant/Counter-claimant admits that Plaintiff/Counter-  
13 defendant and Defendant/Counter-claimant met on or about September  
14 13, 2016 at the offices of Evans & Associates. Defendant/Counter-  
15 claimant denies the remaining allegations contained therein.

16           18. In response to paragraph 27 of Plaintiff/Counter-defendant's  
17 Complaint, Defendant/Counter-claimant admits that at the meeting on  
18 or about September 13, 2016, the Defendant/Counter-claimant, as  
19 trustee of the LV Blue Trust, voluntarily and willingly signed paperwork  
20 transferring the LV Blue Trust's 50% interest in Patience One, LLC, a  
21 Nevada limited liability company, to the Mich-Mich Trust.

1 Defendant/Counter-claimant also admits that at the direction of both  
2 Plaintiff/Counter-defendant and the Defendant/Counter-claimant, Ms.  
3 Evans and/or Evans & Associates prepared said paperwork.  
4 Defendant/Counter-claimant is without sufficient information to form a  
5 belief as to the truth or falsity of the remaining allegations contained  
6 therein. The remaining allegations are therefore denied with proof  
7 demanded at Trial.

#### 8 **AFFIRMATIVE DEFENSES**

##### 9 **FIRST AFFIRMATIVE DEFENSE**

10 Plaintiff/Counter-defendant's Complaint failed to state a claim  
11 upon which relief can be granted.

##### 12 **SECOND AFFIRMATIVE DEFENSE**

13 Plaintiff/Counter-defendant has waived and/or is estopped from  
14 pursuing his claims against Defendant/Counter-claimant.

##### 15 **THIRD AFFIRMATIVE DEFENSE**

16 Plaintiff/Counter-defendant is barred from pursuing his claims  
17 against Defendant/Counter-claimant by the doctrine of unclean hands.

##### 18 **FOURTH AFFIRMATIVE DEFENSE**

19 Plaintiff/Counter-defendant is barred from pursuing his claims  
20 against Defendant/Counter-claimant by the doctrine of laches.

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**FIFTH AFFIRMATIVE DEFENSE**

To the extent that Plaintiff/Counter-defendant has alleged any type of damages, he has failed to mitigate any damages to him.

**SIXTH AFFIRMATIVE DEFENSE**

Plaintiff/Counter-defendant's claims are barred due to the lack of privity between the parties.

**SEVENTH AFFIRMATIVE DEFENSE**

The claims have been brought without any reasonable grounds and/or to harass Defendant/Counter-claimant.

**EIGHTH AFFIRMATIVE DEFENSE**

Plaintiff/Counter-defendant should not be allowed to recover the relief requested in the *Second Amended Complaint for Equitable Relief Under (1) The Putative Spouse Doctrine, and (2) Pursuant to Express and/or Implied Agreement to Hold Property as if the Parties Were Married Under Michoff; And to Set Aside Deeds of Real Property and Assignment of L.L.C. Interest* because he would be unjustly enriched.

**NINTH AFFIRMATIVE DEFENSE**

Defendant/Counter-claimant did not breach any duties owed to Plaintiff/Counter-defendant.

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**TENTH AFFIRMATIVE DEFENSE**

Plaintiff/Counter-defendant's causes of action are barred in whole or in part by operation of the doctrines of ratification, accord and satisfaction.

**ELEVENTH AFFIRMATIVE DEFENSE**

Any alleged contract or agreement claimed by Plaintiff/Counter-defendant is void and unenforceable due to lack of consideration.

**TWELVTH AFFIRMATIVE DEFENSE**

Any alleged contract or agreement claimed by Plaintiff/Counter-defendant is void and unenforceable due to the Statute of Frauds.

**THIRTEENTH AFFIRMATIVE DEFENSE**

Any alleged contract or agreement claimed by Plaintiff/Counter-defendant is void and unenforceable due to the lack of consideration due to the vagueness or absence of one or more material terms.

**COUNTERCLAIM**

**NOW INTO COURT** comes Defendant/Counter-claimant,  
DANKA K. MICHAELS, by and through her attorney of record,  
JENNIFER V. ABRAMS, ESQ., of THE ABRAMS & MAYO LAW FIRM,  
and for her causes of action against Plaintiff/Counter-defendant,  
THOMAS A. PICKENS, complains and alleges as follows:

///



## 1

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1

2

1 *Putative Spouse Doctrine, and (2) Pursuant to Express and/or Implied*  
2 *Agreement to Hold Property as if the Parties Were Married Under*  
3 *Michoff; And to Set Aside Deeds of Real Property and Assignment of*  
4 *L.L.C. Interest, in Nevada asserting causes of action, which include, but*  
5 *are not limited to, putative spouse.*

6         6. Defendant/Counter-claimant has been required to retain the  
7 services of The Abrams & Mayo Law Firm to prosecute this action and is  
8 therefore entitled to reasonable attorney's fees and costs of suit.

9                                 **DECLARATORY RELIEF UNDER NRS 122**

10         7. Defendant/Counter-claimant incorporates and realleges all  
11 relevant preceding paragraphs as if fully stated here.

12         8. Plaintiff/Counter-defendant is falsely representing to this  
13 Honorable Court that the parties held themselves out as husband and  
14 wife, with knowledge and/or belief that his claim is false.

15         9. Plaintiff/Counter-defendant is falsely representing to this  
16 Honorable Court that he maintained a good faith belief that the religious  
17 ceremony performed by the parties was intended to and/or resulted in a  
18 valid marriage, with knowledge and/or belief that his claim is false.

19         10. Plaintiff/Counter-defendant is falsely representing to this  
20 Honorable Court that there are community assets of the parties, with  
21 knowledge and/or belief that his claim is false.

1           11. Defendant/Counter-claimant seeks Declaratory Relief to  
2 prevent and prohibit Plaintiff/Counter-defendant from further  
3 attempting to harass, extort money from, and inflict emotional distress  
4 upon Defendant/Counter-claimant.

5           12. Pursuant to NRS 122 and related Nevada law, certain  
6 formalities and registries are required of individuals before a valid  
7 marriage will be recognized in the State of Nevada. Specifically, a  
8 foreign marriage will be recognized as valid and legal in Nevada if is  
9 valid and legal in the foreign country where it was entered and not  
10 against public policy.

11           13. In order to conclude a marriage in Slovakia, Section 4a of the  
12 Act. No. 94/1963 Coll.: requires:

13                   (1) A declaration of marriage shall be made by a man and a  
14 woman before the competent authority of the church, in front of a  
15 person practicing the priest registered church or religious society  
16 ("the Church form").

15                   (2) A marriage in a church form is contracted in a church or  
16 other appropriate place designated by the rules of the church or  
religious society for religious rites or religious acts.

\*\*\*

17                   (4) The authority of the church before the marriage is  
18 obliged to immediately deliver the minutes of marriage, indicating  
19 the fact according to special regulations to the competent body  
charged with the management of the register in the district of  
which the marriage was contracted. [Emphasis added].

20    ///

21    ///

1       14.   Neither of the parties nor the church registered or presented  
2 anything to the Slovakia registry regarding the religious ceremony.

3       15.   The parties' religious ceremony was not intended to and did  
4 not constitute a valid, legal marriage in Slovakia.

5       16.   In addition to Slovakian law that does not recognize a valid  
6 or legal marriage between the parties, there is U.S. case law affirming  
7 that the parties' Slovakian ceremony is not a legally recognized marriage.

8       17.   Based upon the fact that the parties' religious ceremony did  
9 not constitute a valid, legal marriage in Slovakia, and therefore, does not  
10 constitute a valid, legal marriage in the United States or the State of  
11 Nevada, this Court should enter a declaratory judgment that the parties  
12 are not now and were never legally married.

13               **INTENTIONAL MISREPRESENTATION / FRAUD**

14       18.   Defendant/Counter-claimant incorporates and realleges all  
15 relevant preceding paragraphs as if fully stated herein.

16       19.   Plaintiff/Counter-defendant made representations to  
17 Defendant/Counter-claimant and third parties that while the parties  
18 were in a relationship, they were not married and each held their  
19 respective assets and incomes separately with neither having nor gaining  
20 any interest or right in that of the other.

21   ///

1           20. Plaintiff/Counter-defendant made representations to  
2 Defendant/Counter-claimant and third parties that during the time the  
3 parties were terminating their relationship in 2016, they fairly divided  
4 any and all jointly titled assets and/or joint ventures.

5           21. Plaintiff/Counter-defendant's representations were of  
6 material importance to Defendant/Counter-claimant.

7           22. Plaintiff/Counter-defendant's representations were and/or  
8 contradictory representations in his First and Second Amended  
9 Complaint, etc. are false.

10          23. Plaintiff/Counter-defendant knew that his representations  
11 were false at the time he made them.

12          24. Plaintiff/Counter-defendant intended for  
13 Defendant/Counter-claimant to rely on his representations.

14          25. Defendant/Counter-claimant relied on Plaintiff/Counter-  
15 defendant representations to her detriment.

16          26. Defendant/Counter-claimant properly, justifiably and in  
17 good faith relied on Plaintiff/Counter-defendant representations to her  
18 detriment.

19          27. That Plaintiff/Counter-defendant's conduct was calculated,  
20 intentional, willful, oppressive, malicious, and therefore,  
21 Defendant/Counter-claimant is entitled to punitive damages.

1       28. As a result of Plaintiff/Counter-defendant's actions,  
2 Defendant/Counter-claimant has suffered, and continues to suffer  
3 damages in excess of \$10,000.00.

4                   **NEGLIGENT MISREPRESENTATION**

5       29. Defendant/Counter-claimant incorporates and realleges all  
6 relevant preceding paragraphs as if fully stated herein.

7       30. Plaintiff/Counter-defendant's made assurances and  
8 representations to Defendant/Counter-claimant, as set forth herein.

9       31. Plaintiff/Counter-defendant's assurances and/or  
10 representations as set forth herein, were negligently made.

11       32. Plaintiff/Counter-defendant's assurances and/or  
12 representations, as set forth herein, constitute misrepresentations.

13       33. Defendant/Counter-claimant properly, justifiably and in  
14 good faith relied on Plaintiff/Counter-defendant's assurances /  
15 representations / misrepresentations to her detriment.

16       34. As a result of Plaintiff/Counter-defendant's  
17 misrepresentations, Defendant/Counter-claimant has suffered, and  
18 continues to suffer damages in excess of \$10,000.00.

19    ///

20    ///

21    ///

1       **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND**  
2                                   **FAIR DEALING**

3           35. Defendant/Counter-claimant incorporates and realleges all  
4 relevant preceding paragraphs as if fully stated herein.

5           36. Implied in every contract is a covenant by all parties to act in  
6 good faith, in an open, honest and fair manner regarding their dealings  
7 with each other. Plaintiff/Counter-defendant's actions constitute a  
8 breach of his covenant of good faith and fair dealing with  
9 Defendant/Counter-claimant.

10          37. Plaintiff/Counter-defendant breached the covenant of good  
11 faith and fair dealing with Defendant/Counter-claimant by failing to  
12 proceed on the basis of trust, in a fair manner and good faith to permit  
13 Defendant/Counter-claimant to realize the benefits afforded to her  
14 under the agreement.

15          38. As a result of Plaintiff/Counter-defendant's breach of the  
16 implied covenant of good faith and fair dealing, Defendant/Counter-  
17 claimant has suffered damages in excess of \$10,000.00.

18          39. Defendant/Counter-claimant is informed and believes and  
19 thereby alleges that Plaintiff/Counter-defendant's acts were intentional  
20 and conducted in an unfair, wrongful, and bad faith manner with a  
21 conscious indifference to Defendant/Counter-claimant's rights and

1 interests, thereby entitling Defendant/Counter-claimant to punitive  
2 damages in excess of \$10,000.00.

### 3 **PROMISSORY ESTOPPEL**

4 40. Defendant/Counter-claimant incorporates and realleges all  
5 relevant preceding paragraphs as if fully stated herein.

6 41. Plaintiff/Counter-defendant made promises to  
7 Defendant/Counter-claimant, which included promises that even though  
8 the parties resided together during their relationship they would have no  
9 claims to each other's property or income and that their division of  
10 jointly titled assets was final and binding.

11 42. That Defendant/Counter-claimant relied on  
12 Plaintiff/Counter-defendant promises in her decisions and actions  
13 throughout the course of the relationship and thereafter.

14 43. Defendant/Counter-claimant relied upon Plaintiff/Counter-  
15 defendant's promises to her detriment. Specifically, Plaintiff/Counter-  
16 defendant is now using the parties' past relationship in support of his  
17 frivolous litigation.

18 44. Plaintiff/Counter-defendant made promises to  
19 Defendant/Counter-claimant during the time the parties were  
20 terminating their relationship in 2016 that they were fairly and  
21



1 conclusively dividing any and all jointly held assets and/or joint  
2 ventures.

3 45. That, in reliance upon Plaintiff/Counter-defendant's  
4 promises, the parties signed paperwork dividing jointly titled assets  
5 equitably, and by agreement, based upon who substantially paid for the  
6 asset.

7 46. Defendant/Counter-claimant relied upon Plaintiff/Counter-  
8 defendant's promises to her detriment.

9 47. That it was unconscionable for Plaintiff/Counter-defendant  
10 to break the promises that were so important to Defendant/Counter-  
11 defendant and that she relied so heavily upon.

12 48. That Plaintiff/Counter-defendant's violation of his promises  
13 to Defendant/Counter-claimant was calculated, intentional, willful,  
14 oppressive, malicious, and therefore, Defendant/Counter-claimant is  
15 entitled to punitive damages.

16 49. That based upon Plaintiff/Counter-defendant's violation of  
17 his promise, Defendant/Counter-claimant is entitled to damages in  
18 excess of \$10,000.00.

19 **EXPRESS AGREEMENT**

20 50. Defendant/Counter-claimant incorporates and realleges all  
21 relevant preceding paragraphs as if fully stated herein.

1           51. Plaintiff/Counter-defendant and Defendant/Counter-  
2 claimant agreed through their direct and express representations that  
3 that they would enter into a relationship but that they would have no  
4 claims against the other's property or income.

5           52. Plaintiff/Counter-defendant and Defendant/Counter-  
6 claimant agreed through their direct and express representations that  
7 during the time the parties were terminating their relationship in 2016  
8 that they had fairly and conclusively divided any and all jointly titled  
9 assets and/or joint ventures.

10          53. That during said times, the parties took affirmative action to  
11 abide by this express agreement.

12          54. That Plaintiff/Counter-defendant's breach of the parties'  
13 agreement was calculated, intentional, willful, oppressive, malicious,  
14 and therefore, Defendant/Counter-claimant is entitled to punitive  
15 damages.

16          55. That based upon Plaintiff/Counter-defendant's breach of the  
17 parties implied agreement, Defendant/Counter-claimant is entitled to  
18 damages in excess of \$10,000.00.

19                                   **IMPLIED AGREEMENT**

20          56. Defendant/Counter-claimant incorporates and realleges all  
21 relevant preceding paragraphs as if fully stated herein.

1           57. Plaintiff/Counter-defendant and Defendant/Counter-  
2 claimant agreed through their conduct and actions that that they would  
3 remain in a relationship together but that they would have no claims  
4 against the other's property or income.

5           58. Plaintiff/Counter-defendant and Defendant/Counter-  
6 claimant agreed through their conduct and actions that during the time  
7 the parties were terminating their relationship in 2016 that they had  
8 fairly and conclusively divided any and all jointly titled assets and/or  
9 joint ventures.

10          59. That during said times, the parties took affirmative action to  
11 abide by this implied agreement.

12          60. Plaintiff/Counter-defendant did knowingly and willfully  
13 breach the parties' agreement.

14          61. That based upon Plaintiff/Counter-defendant's breach of the  
15 parties' implied agreement, Defendant/Counter-claimant is entitled to  
16 damages in excess of \$10,000.00.

17                           **MALICIOUS ABUSE OF PROCESS**

18          62. Defendant/Counter-claimant incorporates and realleges all  
19 relevant preceding paragraphs as if fully stated herein.

20          63. Defendant/Counter-claimant incorporates all prior claims as  
21 if specifically set forth herein.

1           64. Plaintiff/Counter-defendant instituted and is pursuing  
2 litigation against Defendant/Counter-claimant.

3           65. Plaintiff/Counter-defendant's litigation against  
4 Defendant/Counter-claimant is brought with an ulterior purpose other  
5 than resolving a legal dispute.

6           66. Plaintiff/Counter-defendant's litigation against  
7 Defendant/Counter-involves a willful act in the use of the legal process  
8 not proper in the regular conduct of the proceeding.

9           67. Plaintiff/Counter-defendant's litigation is brought in bad  
10 faith.

11           68. Plaintiff/Counter-defendant's litigation is frivolous.

12           69. Plaintiff/Counter-defendant's litigation is brought without  
13 good cause.

14           70. That based upon Plaintiff/Counter-defendant's baseless and  
15 frivolous litigation, Defendant/Counter-claimant is entitled to damages  
16 in excess of \$10,000.00

17           WHEREFORE, Defendant/Counter-claimant prays for judgment  
18 as follows:

- 19           1. For a declaration that the parties were never legally married;  
20           2. For actual damages in excess of \$10,000.00;  
21           3. For punitive damages in excess of \$10,000.00;

1           4.     That Defendant/Counter-claimant be awarded attorney's  
2 fees; and

3           5.     For such other relief as the Court finds just and equitable in  
4 the premises.

5 DATED Monday, November 19, 2018.

6                               Respectfully Submitted,

7                               THE ABRAMS & MAYO LAW FIRM

8                               /s/ Jennifer V. Abrams, Esq.

Jennifer V. Abrams, Esq.

9 Nevada State Bar Number: 7575

6252 South Rainbow Blvd., Suite 100

10 Las Vegas, Nevada 89118

11 Tel: (702) 222-4021

Attorney for Defendant

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**DECLARATION OF DANKA K. MICHAELS**

1. I, DANKA K. MICHAELS, do solemnly swear to testify herein to the truth, the whole truth and nothing but the truth.

2. That I am the Defendant in the above-entitled action.

3. That I am above the age of majority and I am competent to testify to the facts contained in this declaration.

4. That I have read the foregoing *Answer to Second Amended Complaint for Equitable Relief Under (1) The Putative Spouse Doctrine, and (2) Pursuant to Express and/or Implied Agreement to Hold Property as if the Parties Were Married Under Michoff; And to Set Aside Deeds of Real Property and Assignment of L.L.C. Interest; Affirmative Defenses and Counterclaim* and know the contents thereof; that the same is true of my own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, I believe them to be true.

6. I declare under penalty of perjury under the law of the State of Nevada, pursuant to NRS 53.045, that the foregoing is true and correct.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

To be Supplemented  
DANKA K. MICHAELS

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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing *Answer to Second Amended Complaint for Equitable Relief Under (1) The Putative Spouse Doctrine, and (2) Pursuant to Express and/or Implied Agreement to Hold Property as if the Parties Were Married Under Michoff; And to Set Aside Deeds of Real Property and Assignment of L.L.C. Interest; Affirmative Defenses and Counterclaim* was filed electronically with the Eighth Judicial District Court in the above-entitled matter, on Monday, November 19, 2018. Electronic service of the foregoing document shall be made in accordance with the Master Service List, pursuant to NEFCR 9, as follows:

Paul A. Lemcke, Esq.  
Attorney for Plaintiff/Counter-defendant

/s/ Chantel Wade  
An Employee of The Abrams & Mayo Law Firm



1 **NEOJ**  
2 THE ABRAMS & MAYO LAW FIRM  
3 Jennifer V. Abrams, Esq.  
4 Nevada Bar No. 007575  
5 6252 South Rainbow Blvd., STE 100  
6 Las Vegas, Nevada 89118  
7 T: 702.222.4021  
8 F: 702.248.9750  
9 jvagroup@theabramslawfirm.com  
10 Attorney for Defendant,  
11 Danka J. Michaels

7 GOLDSTEIN LAW LTD.  
8 Shawn M. Goldstein, Esq.  
9 Nevada Bar No. 009814  
10 10161 Park Run Dr., STE 150  
11 Las Vegas, Nevada 89145  
12 T: 702.919.1919  
13 F: 702.637.4357  
14 shawn@goldsteinlawltd.com  
15 co-counsel for Defendant

13 **DISTRICT COURT**  
14 **FAMILY DIVISION**  
15 **CLARK COUNTY, NEVADA**

14 THOMAS A. PICKENS, individually, and as  
15 trustee of the LV Blue Trust

16 Plaintiff,

17 vs.

17 DANKA K. MICHAELS, individually, and  
18 as trustee of the Mich-Mich Trust,

19 Defendant.

CASE NO. D-17-560737-D

DEPT. NO. J

20 **NOTICE OF ENTRY OF FINDINGS OF FACT,**  
21 **CONCLUSIONS OF LAW, AND JUDGMENT**



GOLDSTEIN LAW LTD.  
10161 W. PARK RUN DR., STE 150  
LAS VEGAS, NEVADA 89145  
T: 702.919.1919 | F: 702.637.4357

1 TO: THOMAS A. PICKENS, Plaintiff; and

2 TO: JOHN D. JONES, ESQ., Counsel for Plaintiff.

3 PLEASE TAKE NOTICE that a Findings of Fact, Conclusions of Law, and  
4 Judgment was entered in the above-entitled action on the 3<sup>rd</sup> day of August 2021.

5 A true and correct copy of the Findings of Fact, Conclusions of Law, and  
6 Judgment is attached hereto.

7 Dated: August 5, 2021.

8 GOLDSTEIN LAW LTD.

9 By: /s/ Shawn M. Goldstein  
10 Shawn M. Goldstein, Esq.  
11 Nevada Bar No. 009814  
12 10161 W. Park Run Dr., STE 150  
13 Las Vegas, Nevada 89145  
14 Attorney for Defendant,  
15 Danka J. Michaels  
16  
17  
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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Goldstein Law  
3 Ltd., and that on August 5, 2021 I served a true and correct copy of the documents  
4 described herein by the method indicated below, and addressed to the following:

5 **Documents served:**

6 Notice of Entry of Findings of Fact, Conclusions of Law, and Judgment.

7 **Persons Served:**

8 John D. Jones, Esq.

9 **Manner of Service:**

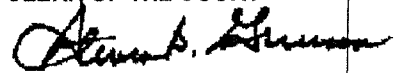
10 Via Electronic Service through the Court's electronic filing.

11 John D. Jones, Esq.  
12 Jones & LoBello  
13 9950 W. Flamingo Road, Ste. 100  
14 Las Vegas, Nevada 89147

15 Dated: August 5, 2021

16 Goldstein Law Ltd.

17   
18 \_\_\_\_\_  
19 Jeanette Lacker  
20  
21



1 FFCL

2  
3 DISTRICT COURT  
4 FAMILY DIVISION  
5 CLARK COUNTY, NEVADA

6 THOMAS A. PICKENS,  
7 Individually and as Trustee of the LV  
8 Blue Trust,

CASE NO.: D-17-560737-D  
DEPT. J

9 Plaintiff/Counterdefendant;  
10 vs.

Dates of Trial: February 14, 2020 &  
February 21, 2020, March 5, 2021  
and March 12, 2021 & April 2, 2021

11 DR. DANKA K. MICHAELS,  
12 Individually and as Trustee of the  
13 Mich-Mich Trust,

14 Defendant/Counterclaimant;  
15 and related Counterclaims.

16 **FINDINGS OF FACT, CONCLUSIONS OF LAW,**  
17 **AND JUDGMENT**

18 The above captioned matter having come before this Honorable Court for  
19 trial on February 14, 2020; February 21, 2020; March 5, 2021; March 12, 2021 and  
20 April 2, 2021, upon the Second Amended Complaint of Plaintiff, THOMAS  
21 ALLEN PICKENS ("Mr. Pickens"), present and represented by his attorneys,  
22 John D. Jones, Michele LoBello and JONES & LOBELLO; and upon the  
23 Counterclaim of Defendant, DR. DANKA K. MICHAELS ("Dr. Michaels"),  
24 present and represented by her attorneys, Jennifer Abrams and THE ABRAMS &  
25 MAYO LAW FIRM, and Shawn M. Goldstein and the law firm of GOLDSTEIN  
26 LAW LTD., the Court, having reviewed the papers and pleadings on file, having  
27 received and considered the testimony of the parties and other witnesses, having  
28

1 weighed the credibility of the witnesses, having reviewed the substantial  
2 documents and information received into evidence, having heard the argument of  
3 counsel, and for good cause appearing, hereby FINDS, CONCLUDES AND  
4 ORDERS as follows:

5 I.

6 **FINDINGS OF FACT**

7  
8 **THE COURT FINDS** this Court has complete jurisdiction in the premises  
9 both as to the subject matter hereof and the parties hereto; Defendant Dr. Danka K.  
10 Michaels (Dr. Michaels) has established residency in Clark County, Nevada and  
11 she is and has been for at least six (6) weeks prior to filing her Answer and  
12 Counterclaim and up to the present, an actual and bona fide resident of Clark  
13 County, State of Nevada and has maintained a residence in the State of Nevada,  
14 and has the intent to indefinitely reside in the State of Nevada.

15 **THE COURT FURTHER FINDS** that

- 16 • September 8, 2016, Mr. Pickens' new significant other called Dr.  
17 Michaels to inform her that she was pregnant with Mr. Pickens child  
18 and revealed that she knew of a great personal tragedy suffered by  
19 Dr. Michaels as a child. Later that same day, Mr. Pickens  
20 volunteered to sign everything over to Dr. Michaels, to wit: "Danka,  
21 there's nothing that I can say that will change anything. It should  
22 have not happened, but it did. I will sign everything that we have  
23 together over to you. I should have not have put myself into this  
24 position. I know you will never forgive me and you shouldn't."
- 25 • September 9, 2016, Attorney Shannon Evans, Esq., in a note to her  
26 staff stated "they do not need a divorce, and he will agree assets  
27 being Danka's since she pays for the properties and he is guilty."
- 28 • September 13, 2016, Mr. Pickens and Dr. Michaels met with  
Attorney Shannon Evans, Esq., and, after signing a waiver of conflict,  
Mr. Pickens signed over the deeds to two real properties, [Queen  
Charlotte and Lowe Properties] and his interest in Patience One,

1           LLC. The Parties had already closed their joint checking account  
2           during the summer.

- 3           • May 30, 2017, Mr. Pickens recorded the deed to his current residence  
4           which he purchased as a single, unmarried person.
- 5           • October 24, 2017, Mr. Pickens filed a Complaint for Divorce and for  
6           Set Aside of Deeds of Real Property and Assignment of LLC Interest.  
7           His claims for relief were (1) Divorce; (2) Set Aside of Deeds of Real  
8           Property and Assignment of LLC Interest;
- 9           • November 1, 2017, Dr. Michaels was served with a Joint Preliminary  
10          Injunction, as evidenced in the Affidavit of Process Server filed in  
11          this matter on November 2, 2017.
- 12          • November 29, 2017, Dr. Michaels filed a Motion to Dismiss;
- 13          • December 20, 2017 Mr. Pickens filed his Opposition and  
14          Counterclaim for Attorney Fees;
- 15          • January 19, 2018, Dr. Michaels filed her Reply and Opposition to  
16          Counterclaim;
- 17          • January 25, 2018, Judge Marquis denied the Motion to Dismiss after  
18          hearing argument;
- 19          • March 9, 2018, Judge Marquis issued her Order denying the Motion  
20          to Dismiss and denying Summary Judgment. Jurisdiction was  
21          established in the Family Court pursuant to NRS 3.223; *Landreth v.*  
22          *Malik*, 127 Nev. 175, 177, 251 P.3d 163, 164 (2011); and *Hay v. Hay*,  
23          100 Nev. 196, 199, 678 P.2d. 672, 674 (1984).
- 24          • March 22, 2018, Mr. Pickens filed his First Amended Complaint for  
25          Divorce; For Set Aside of Deeds of Real Property and Assignment of  
26          L.L.C. Interest; and For Alternative Equitable Relief Under the  
27          Putative Spouse Doctrine;
- 28          • May 2, 2018, Dr. Michaels filed her Answer to First Amended  
            Complaint for Divorce; For Set Aside of Deeds of Real Property and  
            Assignment of L.L.C. Interest; and For Alternative Equitable Relief

1 Under the Putative Spouse Doctrine; Affirmative Defenses and  
2 Counterclaim;

- 3 • September 7, 2018. Mr. Pickens filed his Motion for Leave to File  
4 Second Amended Complaint; (no opposition filed by Dr. Michaels)
- 5 • October 15, 2018, Mr. Pickens filed his Second Amended Complaint  
6 for Equitable Relief Under (1) The Putative Spouse Doctrine, and (2)  
7 Pursuant to Express and/or Implied Agreement to Hold Property as if  
8 the Parties Were Married Under *Michoff*; and to Set Aside Deeds of  
9 Real Property and Assignment of L.L.C. Interest; (Dropping his  
10 request for Divorce, acknowledging that the Parties were not legally  
11 or validly married).
- 12 • November 19, 2018, Dr. Michaels filed her Answer to Second  
13 Amended Complaint for Equitable Relief Under (1) The Putative  
14 Spouse Doctrine, and (2) Pursuant to Express and/or Implied  
15 Agreement to Hold Property as if the Parties Were Married Under  
16 *Michoff*; and to Set Aside Deeds of Real Property and Assignment of  
17 L.L.C. Interest; Affirmative Defenses and Counterclaim;
- 18 • November 21, 2018, Dr. Michaels filed her Declaration in Support of  
19 her Answer to Second Amended Complaint for Equitable Relief  
20 Under (1) The Putative Spouse Doctrine, and (2) Pursuant to Express  
21 and/or Implied Agreement to Hold Property as if the Parties Were  
22 Married Under *Michoff*; and to Set Aside Deeds of Real Property and  
23 Assignment of L.L.C. Interest; Affirmative Defenses and  
24 Counterclaim;
- 25 • August 1, 2019, Dr. Michaels filed her Motion for Summary  
26 Judgment, to Dismiss, for Protective Order and For Attorney Fees;
- 27 • August 12, 2019, Mr. Pickens filed his Opposition to Dr. Michaels'  
28 Motion for Summary Judgment, To Dismiss, For Protective Order  
and For Attorney Fees and Countermotion for Leave of Court to File  
Supplemental Points and Authorities;
- August 19, 2019, Mr. Pickens filed his Opposition to Dr. Michaels'  
Motion for Summary Judgment, To Dismiss, For Protective Order  
and For Attorney Fees And Countermotion (1) To Dismiss, Or In The  
Alternative, for Summary Judgment As to Dr. Michaels' Causes of

1 Action for Intentional Misrepresentation/Fraud; Negligent  
2 Misrepresentation; Breach of Implied Covenant of Good Faith and  
3 Fair Dealing; Promissory Estoppel; Express Agreement' Implied  
4 Agreement; And Malicious Abuse of Process; (2) For Summary  
5 Judgment Setting Aside Deeds of Real Property and Assignment of  
6 LLC Interest; And (3) For Permission to Submit Points and  
7 Authorities in Excess of 30 Pages Pursuant to EDCR 5.503(E);

- 8 • September 6, 2019, Dr. Michaels filed her Reply to Mr. Pickens  
9 Opposition and Opposition to Countermotion;
- 10 • September 10, 2019, Judge Hughes issued a Minute Order Advising  
11 that the court would not reconsider or reverse its previous order  
12 denying summary judgement and it vacated the hearings for the  
13 motions, setting the first day of Trial. No Order was prepared, signed  
14 or filed;
- 15 • February 14, 2020 was the first day of trial. The next 4 days of trial  
16 spanned various interruptions including Covid, various requests of  
17 the parties and stipulations of the parties. The trial was resumed on  
18 February 21, 2020, March 5, 2021, March 12, 2021 and concluded on  
19 April 2, 2021.
- 20 • August 26, 2020, Dr. Michaels sold the 7608 Lowe Avenue, Las  
21 Vegas, Nevada 89131 (APN 125-16-511-008) residence during the  
22 pendency of this action. Recorded Document No. 20200826:04179,  
23 according to the Clark County Assessor.

24 **THE COURT FURTHER FINDS** that the Court admitted 138 Exhibits  
25 and heard testimony of the parties, and the testimony of percipient witnesses  
26 including Shannon Evans, Esq., Robert Semonian CPA, Dara Lesmeister, Todd  
27 Kilde, and Roberto Carrillo, APRN.

#### 28 **MARITAL STATUS FINDINGS**

**THE COURT FINDS** the parties met in 2000 when Dr. Michaels became  
the treating physician for Mr. Pickens as a result of a hospitalization..

**THE COURT FURTHER FINDS** that Mr. Pickens and his then wife both

1 used Dr. Michaels as their primary care physician.

2 **THE COURT FURTHER FINDS** that following his divorce from his  
3 second wife, Mr. Pickens and Dr. Michaels began dating in late 2001, after which  
4 they moved in together on or about September, 2001.

5 **THE COURT FURTHER FINDS** that seven (7) months later Mr. Pickens  
6 and Dr. Michaels had a church ceremony in Bratislava, Slovakia on April 7, 2002.  
7 The ceremony was held in a Catholic Church. The document memorializing the  
8 event was not signed by either party. The church document was never registered  
9 with the government of Slovakia pursuant to their laws and/or procedures  
10 rendering it unenforceable in Slovakia and not enforceable in Nevada.

11 **THE COURT FURTHER FINDS** credible the initial reason for the trip  
12 was to celebrate Dr. Michaels' brother's birthday per her testimony and to  
13 introduce Mr. Pickens to her family and friends. In addition, Dr. Michaels testified  
14 that her parents were concerned that she was living outside of marriage with Mr.  
15 Pickens. This is also credible. She further testified that he did not want to be  
16 referred to as her "boyfriend" so they agreed on a commitment ceremony to enable  
17 them to refer to each other as husband and wife.

18 **THE COURT FURTHER FINDS** the parties did take pictures at the  
19 ceremony and sent out announcements after the ceremony. (See Exhibit 1). Their  
20 participation in the ceremony was with the full knowledge that they did not intend  
21 to legally marry each other. Dr. Michaels testified that her divorce experience  
22 regarding a prior marriage was bad and she did not want to go through that  
23 situation again. She also testified that Mr. Pickens understood her position  
24 completely. Her testimony regarding the couple's agreement not to marry is  
25 credible.

26 **THE COURT FURTHER FINDS** that Mr. Pickens testified that he  
27 believed he and Dr. Michaels were legally married in the Bratislava Catholic  
28



1 Church ceremony on April 7, 2002. Mr. Pickens testified that he intended to be  
2 legally married to Dr. Michaels. In planning for the ceremony, the parties selected  
3 rings, made travel arrangements, made hotel arrangements, set up a photographer,  
4 purchased a dress for Dr. Michaels for the ceremony and invited guests. In order  
5 to participate in the ceremony in the Catholic Church in Bratislava, parties were  
6 first required to meet with a Priest to receive a blessing and have pre-marriage  
7 instruction in Las Vegas. According to Mr. Pickens, Dr. Michaels arranged for the  
8 meeting with the Priest in Las Vegas. According to Dr. Michaels, Mr. Pickens  
9 acquired the document. As neither person is catholic, the court is hard pressed to  
10 believe the document was legitimate. The letter was never produced.

11 **THE COURT FURTHER FINDS** that Mr. Pickens testified the wedding  
12 was a formal marriage ceremony, and Dr. Michaels translated the ceremony for  
13 him as he did not speak the language the Priest used while officiating. Following  
14 the ceremony, Mr. Pickens testified he and Dr. Michaels signed a book at the  
15 church. The overwhelming information points to a ceremony to merely appear  
16 married. Mr. Pickens' claim that he did not understand what was being said is not  
17 a factor under the circumstances herein.

18 **THE COURT FURTHER FINDS** that the parties referred to each other as  
19 spouses to multiple individuals. The parties celebrated their anniversary every  
20 April 7<sup>th</sup> thereafter until they separated in September of 2016.

21 **THE COURT FURTHER FINDS** that Mr. Pickens' testimony that they  
22 agreed to a wedding in Slovakia to slow down discovery of creditors is not  
23 credible. The parties purchased real property, held title and recorded the property  
24 as a married man and a married woman. Their marital status would have been  
25 easily discoverable by anyone.

26 **THE COURT NOTES** that there was no clear testimony or evidence  
27 presented that Mr. Pickens had any assets to protect from attacks by creditors at the  
28

1 time of the ceremony. The only information gleaned by the court was that he came  
2 into the relationship with Dr. Michaels in heavy debt while paying spousal support  
3 to his ex-wife. He possessed an old car and some furniture. Additional testimony  
4 revealed that she paid most of the expenses, the down payment on the real estate  
5 properties and the Patience One building. She also financed entertainment and  
6 vacations for the couple.

7 **THE COURT FURTHER FINDS** that Mr. Pickens' argument that Dr.  
8 Michaels' testimony changed in an attempt to undo the unequivocal testimony she  
9 offered on Day One of trial is not supported by the record as a whole. Her "yes"  
10 and "no" answers to questions posed by Mr. Pickens' attorneys on direct  
11 examination were expounded upon during her testimony on cross and her case-in-  
12 chief.

13 **THE COURT FURTHER FINDS** Mr. Pickens' testimony that he was  
14 unaware of a legal impediment to the marriage until such time as he filed this  
15 action and his lawyer obtained an expert opinion, is not credible. If true, it does  
16 not explain all the tax returns and estate planning documents he filed as a single,  
17 unmarried man. In fact, five (5) months prior to filing his initial complaint for  
18 divorce Mr. Pickens purchased real property as a single, unmarried man. His  
19 conduct was expressly contrary to his belief that he was married until after he filed  
20 for divorce.

21 **THE COURT FURTHER FINDS** that the parties' joint effort to appear  
22 married in social settings was a fraud on their family and friends, but in this case it  
23 does not rise to the level of proof of marriage.

#### 24 25 **PUTATIVE SPOUSE STATUS FINDINGS**

26 **THE COURT FURTHER FINDS** the parties shared an accountant, Robert  
27 Semonian, CPA.

1       **THE COURT FURTHER FINDS** that Witness Semonian, CPA, testified  
2 that Mr. Pickens told him that he and Dr. Michaels were not legally married. He  
3 further testified that the issue of marital status was discussed every year during tax  
4 season. Witness Semonian's testimony was credible.

5       **THE COURT FURTHER FINDS** that each year, between 2002 and 2015,  
6 Mr. Pickens and Dr. Michaels filed their federal income tax returns and  
7 confirmations verifying their tax status as individual, unmarried persons. These  
8 are sworn documents, signed under oath pursuant to federal law. They did not  
9 testify that they executed the documents pursuant to fraud, duress or coercion,  
10 leaving the Court to deduct that they signed freely, voluntarily and with full  
11 knowledge and understanding of the contents of the documents and their legal  
12 significance 13 years in a row.

13       **THE COURT FURTHER FINDS** that the parties filed tax returns as  
14 single, unmarried persons, rather than married, filing jointly or married, filing  
15 separate, for 13 years during their relationship. The testimony of Robert Semonian,  
16 was that until 2016, each year, he would apportion the income of and deductions of  
17 the parties to each party's individual returns such that both parties would legally  
18 avoid as much tax as possible. *See* Transcript Re: Non-Jury Trial dated February  
19 21, 2020, page 82, lines 4-14.

20       **THE COURT FURTHER FINDS** that the testimony of witness Robert  
21 Semonian further corroborates that Mr. Pickens and Dr. Michaels held themselves  
22 out as husband and wife for social purposes.

23       **THE COURT FURTHER FINDS** that testimony was given that witness  
24 Dara Lesmeister, who worked with Mr. Pickens and who also knew Dr. Michaels,  
25 believed the parties were husband and wife. The Court finds her testimony  
26 plausible, as she was in the social setting wherein the parties were holding  
27 themselves out to be a married couple.  
28

1       **THE COURT FURTHER FINDS** that Mr. Pickens' long-time friend,  
2 Todd Kilde, testified that shortly after the ceremony in Slovakia, Mr. Pickens told  
3 Mr. Kilde that he and Dr. Michaels were not legally married. His testimony is  
4 contradicted by his statement to the Division of Unemployment giving Dr.  
5 Michaels the status of Mr. Pickens' wife. See **Exhibit "156"** (Mr. Kilde's Request  
6 to Appeal the Denial of Unemployment Benefits wherein he referred to Dr.  
7 Michaels as Mr. Pickens' wife).

8       **THE COURT FURTHER FINDS** that the testimony of Shannon Evans,  
9 Esq., who represented both parties for estate planning during the relationship, was  
10 credible when she testified that Mr. Pickens informed her that he and Dr. Michaels  
11 were not legally married, even though they held themselves out to be a married  
12 couple.

13       **THE COURT FURTHER FINDS** witness Evans, ESQ. was initially hired  
14 by Mr. Pickens to prepare estate planning documents on his behalf. The estate  
15 planning documents, executed in 2012, confirmed that Mr. Pickens was unmarried.  
16 Mr. Pickens executed his estate planning documents without any fraud, duress, or  
17 coercion and did so freely, voluntarily and with full knowledge and understanding  
18 of the contents of the documents and their legal significance.

19       **THE COURT FURTHER FINDS** that witness Evans, ESQ., represented  
20 only Dr. Michaels on September 13<sup>th</sup>, 2016 and thereafter. Additionally, Mr.  
21 Pickens signed a waiver of conflict to that effect.

22       **THE COURT FURTHER FINDS** that Mr. Pickens' testimony that he  
23 believed he was married to Dr. Michaels is not credible as his actions in 2016 do  
24 not support his statements in court.

25       **THE COURT FURTHER FINDS** that Mr. Pickens had been married and  
26 divorced prior to engaging in his relationship with Dr. Michaels. His current  
27 conduct at the close of this relationship in dividing property without benefit of a  
28

1 divorce complaint or decree of divorce, together with signed documents under oath  
2 the he was a single, unmarried man during the relationship, belies his belief that he  
3 thought he was married. Filing the Second Amended Complaint, which excluded  
4 the claim for divorce, along with testimony and evidence presented makes it moot  
5 for this court to consider the requested relief and serves to solidify the court's  
6 finding that Mr. Pickens did not believe he was actually married to Dr. Michaels  
7 through intent or otherwise. Mr. Pickens even testified that he and Dr. Michaels  
8 were "basically" married. Mr. Pickens initially filed for divorce and maintained  
9 that position in his First Amended Complaint. He dropped the claim for Divorce in  
10 his Second Amended Complaint.

11 **THE COURT FURTHER FINDS** that Mr. Pickens' contradictory  
12 positions on whether or not he was married leads the Court to question his candor  
13 with the court in light of his conduct, his pleadings and his testimony.

14  
15 **DOCTOR/PATIENT FIDUCIARY DUTY FINDINGS**

16 **THE COURT FURTHER FINDS** that Dr. Michaels did testify she was  
17 Mr. Pickens' primary care physician from 2000 to 2017. She also testified that he  
18 refused to acquire another treating physician, so she was between a rock and a hard  
19 place in her duty to do no harm.

20 **THE COURT FURTHER FINDS** that after the Doctor-Patient relationship  
21 began, the parties engaged in a romantic relationship primarily initiated by Mr.  
22 Pickens. Dr. Michaels testified this began in the summer of 2001, and that she  
23 continued being Mr. Pickens' physician after the romantic relationship  
24 commenced.

25 **THE COURT FURTHER FINDS** that it takes judicial notice of the  
26 following law pursuant to NRS 47.130:

- 27 1. NAC 630.230 prohibits physicians from failing to adequately supervise  
28

1           APRN's in their employ.

2           2. NRS 630.301 makes it grounds for discipline for a physician to engage in  
3           sexual relations with a patient.

4           NRS 630.301 makes it a ground for discipline for a physician to exploit a  
5           relationship with a patient for financial or other personal gain.

6           **THE COURT HEREBY NOTES** that is not a criminal or disciplinary  
7           hearing.

8           **THE COURT FURTHER FINDS** that as a result of the Doctor-Patient  
9           relationship, Dr. Michaels could have been held a fiduciary duty to Mr. Pickens as  
10          long as the doctor/patient relationship existed under certain circumstances.  
11          Testimony revealed that Dr. Michaels advised Mr. Pickens that she would no  
12          longer be his primary care physician once an intimate relationship had developed.

13          **THE COURT FURTHER FINDS** that NRS 630.031 provides it is grounds  
14          for discipline of physicians if they engage in a sexual relationship with a patient or  
15          if they exploit a patient for their own financial gain. According to the parties, their  
16          intimate (sexual) relationship ended in 2004, however, they remained a couple and  
17          partners for an additional 14 years until 2016. The Court is not aware of any  
18          potential disciplinary proceeding initiated by Mr. Pickens against Dr. Michaels for  
19          violation of any statute or administrative code involving their doctor/patient  
20          relationship.

21          **THE COURT FURTHER FINDS** that the crux of the relationship between  
22          Mr. Pickens and Dr. Michaels was their partnership and business pursuits, and not  
23          on the need of this patient for this doctor.

24          **THE COURT FURTHER FINDS** that Mr. Pickens transferred the  
25          responsibility of his medical coverage to the nurse practitioner working in Dr.  
26          Michaels' practice as his medical provider. Other than Dr. Michaels prescribing  
27          Mr. Pickens the occasional prescription and seeing him for cross-coverage when  
28

1 the nurse was unavoidably unavailable, Roberto Carrillo, A.P.R.N., F.N.P., became  
2 Mr. Pickens primary care provider who was responsible for his care and  
3 prescriptions beginning in 2008. Mr. Carrillo is able to independently see and treat  
4 patients, and prescribe for them, under his own license.

5 **THE COURT FURTHER FINDS** that Dr. Michaels began prescribing  
6 medication to Mr. Pickens beginning in 2001, including Xanax, Ambien,  
7 Oxycodone and Tramadol, and **Exhibit "4"**, the Nevada Prescription Monitoring  
8 Program log for Mr. Pickens dated 2015-2017 proves Dr. Michaels or Mr. Carrillo,  
9 APRN, (Mr. Carrillo's primary care provider) continued to prescribe Mr. Pickens  
10 medication until 2017. Dr. Michaels later clarified that after 2008 she was only  
11 involved if cross coverage was necessary.

12 **THE COURT FURTHER FINDS** that Mr. Pickens was treated for gout,  
13 anxiety, cholesterol, and high blood pressure at various points during the  
14 relationship.

15 **THE COURT FURTHER FINDS** that pursuant to Nevada law, Dr.  
16 Michaels is and was required to supervise her Nurse Practitioner, Mr. Carrillo,  
17 APRN. Dr. Michaels' testimony confirmed she did, in fact adequately supervise  
18 Roberto Carrillo, a Registered Nurse Practitioner working within her medical  
19 practice.

20 **THE COURT FURTHER FINDS** that Mr. Pickens was also seeing his  
21 cardiologist care center, a rheumatologist, an orthopedic doctor, two GI doctors  
22 and an Ear, Nose and Throat doctor during the course of their relationship.

23 **THE COURT FURTHER FINDS** that in 2016, the year of the separation,  
24 save and except for a single refill in May 2016 by Dr. Michaels, (which was filled  
25 after speaking with Mr. Carrillo), all prescriptions and visits by Mr. Pickens were  
26 handled by Mr. Carrillo.

27 **THE COURT FURTHER FINDS** that it was Mr. Pickens who had to  
28

1 prove by a preponderance of the evidence that Dr. Michaels “violated her fiduciary  
2 responsibilities” to him. He needed to show that the doctor held a superior  
3 authoritative position in the relationship and that, as a result of his illness, Mr.  
4 Pickens was vulnerable. He further was required to show that Dr. Michaels  
5 exploited that vulnerability.

6 **THE COURT FURTHER FINDS** that Mr. Pickens never made a claim  
7 that he was emotionally unstable due to his illness.

8 **THE COURT FURTHER FINDS** that the fact Dr. Michaels referred Mr.  
9 Pickens to a specialist in September of 2017 is of no consequence as there was no  
10 known romantic relationship, transactions, partnership or pending lawsuits filed to  
11 alert Dr. Michaels of an existing duty after the 2016 transfers.

12 **THE COURT NOTES** that there was no professional expert witness  
13 presented to show that Mr. Pickens suffered from an illness, treated by Dr.  
14 Michaels that rendered him unable to tend to his own business without the aid or  
15 assistance of Dr. Michaels.

16 **THE COURT FURTHER FINDS** that Mr. Pickens’ assertion that he  
17 lacked capacity fails as he presented no evidence that his emotional state was  
18 fragile because of Dr. Michaels’ actions, without whom he could not manage his  
19 affairs. The facts show that Mr. Pickens was capable of spending extended periods  
20 of time away from Dr. Michaels without incident. He also managed a construction  
21 management business where he preformed oversight on large construction projects.

22 **THE COURT FURTHER FINDS** that Mr. Pickens offered to transfer the  
23 real properties to Dr. Michaels and the “Assignment” to Dr. Michaels’ Trust while  
24 he was in Florida. He then traveled to Nevada, and several days later, he signed  
25 off on the transfers he initiated. Dr. Michaels did not have access or opportunity to  
26 abuse her position as a doctor to influence his decision.

27 **THE COURT FURTHER FINDS** that Dr. Michaels had no duty owed to  
28



1 Mr. Pickens, neither doctor/patient nor spousal, when considering his request to set  
2 aside the property transfers and the "Assignment" on September 13, 2016.

### 3 4 **PARTNERSHIP STATUS**

5 **THE COURT FURTHER FINDS** that credible evidence was presented  
6 demonstrating that the parties did behave as partners with regard to some  
7 properties and investments.

8 **THE COURT FURTHER FINDS** that the conduct of the parties regarding  
9 their financial affairs provides evidence that the parties intended to pool their  
10 assets, financial support and management skills when they saw fit to do so. (Living  
11 expenses, residential needs, business with regard to Patience One, LLC and for a  
12 limited time Blue Point Development and Consulting, Corp.)

13 **THE COURT FURTHER FINDS** the parties had one joint bank account  
14 (*see Exhibits "72", "76", "78", "79" and "80"*), while maintaining separate  
15 accounts in their own names. The joint account was held first at Bank of America  
16 and was moved to Wells Fargo. The stated purpose of the account was to pay  
17 household bills, mortgages and business expenses. Mr. Pickens testified he asked  
18 for loans from Dr. Michaels. He did not testify that he had equal, community  
19 property rights to all her assets.

20 **THE COURT FURTHER FINDS** that Mr. Pickens deposited his income  
21 from his business, and the income paid to him by Dr. Michaels' business, into the  
22 parties' joint account at Wells Fargo, and that Dr. Michaels deposited her income  
23 from her medical practice into the same joint checking account. Dr. Michaels also  
24 wrote additional checks to cover her half of the expenses pursuant to any  
25 unsupported request from Mr. Pickens.

26 **THE COURT FURTHER FINDS** that during the course of the parties'  
27 relationship, specifically in 2014, when Mr. Pickens' company received a  
28

1 \$1,000,000.00 bonus on a project, that Mr. Pickens deposited over \$200,000.00 of  
2 said bonus into the parties' joint bank account, and further testified that those funds  
3 were used to pay for extensive renovations and improvements on the Queen  
4 Charlotte home.

5 **THE COURT FURTHER FINDS** that during the course of the parties'  
6 relationship, Mr. Pickens paid off, from his earnings or from the funds in the  
7 parties' joint account, the mortgage on the Lowe residence. The bank statements  
8 and Mr. Pickens' testimony support this finding, unfortunately there was no  
9 forensic accounting presented to the court to verify the effect of the mortgage  
10 payoff or the various deposits made by the parties or on the respective parties'  
11 interests.

12 **THE COURT FURTHER NOTES** that the parties did testify that while  
13 they paid their joint household bills and mortgages from the joint account, and that  
14 they both placed funds into the joint account from their earnings, there was no  
15 accounting, forensic or otherwise to show that one party or another put more than  
16 their fair share into the joint account to cover those expenses. As the parties did  
17 not extrapolate on the terms under which they closed the joint account in the  
18 summer of 2016, the court can only surmise that the closure terms were acceptable  
19 to both. Without further information it can only be assumed that any funds placed  
20 in the joint account was a gift, one to the other, and to cover their necessary living  
21 expenses.

22 **THE COURT FURTHER FINDS** the parties shared at least one credit card  
23 account (*see Exhibits "82" - "90"*), while the parties had other lines of credit in  
24 their own names. Evidence at trial revealed the continued use by Dr. Michaels of  
25 Mr. Pickens' credit card to purchase supplies for her medical practice even after  
26 the September 13, 2016 "transactions", discussed below. Once again, there was no  
27 accounting, forensic or otherwise, as to the charges and payments made on the  
28

1 credit card.

2  
3 **REAL PROPERTY**

4 **THE COURT FURTHER FINDS** the parties acquired two residential real  
5 properties together. They acquired the residential property where they lived  
6 together located at 9517 Queen Charlotte Drive, Las Vegas, Nevada 89145, in  
7 2004. The title on the Deed indicates "Dr. Danka Michaels, a married woman and  
8 Thomas Pickens, a married man..." (See **Exhibit "7"**). The mortgage was in both  
9 parties' names. Dr. Michaels sold her separate property residence and placed the  
10 proceeds down on the purchase. The parties also purchased an investment property  
11 located at 7608 Lowe Avenue, Las Vegas, Nevada 89131 (see **Exhibit "6"**), as  
12 Husband and Wife, and again, the mortgage on the investment property was in  
13 both parties' names. Dr. Michaels placed \$29,000 down on the purchase. The  
14 mortgage on the investment was paid in full before the parties separated.

15 **THE COURT FURTHER FINDS** that on or about September 13, 2016,  
16 Mr. Pickens signed documents transferring his interest in the two residential real  
17 properties owned jointly by the parties. The transfers involved two steps. First the  
18 parties had to change the titles to the real properties from being held incorrectly as  
19 husband and wife, to being held by two single unmarried persons, then a second  
20 signing changing the properties from held as two single unmarried persons jointly,  
21 to Dr. Michaels as a single unmarried woman.

22  
23 **INVESTMENT AND BUSINESS HOLDINGS**

24 **THE COURT FURTHER FINDS** that Mr. Pickens and Dr. Michaels  
25 founded Blue Point Development & Construction as an "S" Corp., in 2002.  
26 Testimony showed that Dr. Michaels provided the seed money of \$30,000.00 to get  
27 the business off the ground. Both parties held a 50% interest in the business.

1       **THE COURT FURTHER FINDS** that Mr. Pickens, as the resident agent  
2 let the company fall into default with the Secretary of State and the entity was  
3 revoked. Mr. Pickens then transferred all assets of the Blue Point Development &  
4 Construction into a new business, Blue Point Development, Inc., and held the  
5 business in his name alone.

6       **THE COURT FURTHER FINDS** the parties acquired the Patience One  
7 real property and the "buffalo" building for investment purposes. They formed the  
8 company Patience One, LLC and placed the investment property, the "buffalo"  
9 building, as an asset of the LLC. Each party operated their respective businesses  
10 out of this building. (Dr. Michaels' medical practice and her health spa; Mr.  
11 Pickens' business Blue Point Development, Inc., both occupied their own  
12 independent suites).

13       **THE COURT FURTHER FINDS** that the Patience One Building was  
14 acquired in 2012. Dr. Michaels provided the 10% down payment for the property  
15 and Mr. Pickens used his skill and professional contacts for the new building  
16 tenant improvements. The parties each held a 50% membership in the LLC. The  
17 parties acted as if this was a joint venture. Evidence of this fact is found in  
18 Schedule K-1's issued by Patience One, LLC, **Exhibits "47" – "51"**; Deed of  
19 Trust for Patience One, LLC's, 2014 loan, **Exhibit "153"**; and Dr. Michaels' email  
20 in which she tells the parties' attorney, Andy Glendon, Esq., that she and her  
21 husband (referring to Mr. Pickens) were partners in the Patience One, LLC deal  
22 which held and managed the "buffalo" building.

23       **THE COURT FURTHER FINDS** that Dr. Michaels admitted during her  
24 testimony that they both were guarantors on the original mortgage :buffalo"  
25 building and on the subsequent 2014 refinance. (*see* **Exhibit "153"**).

26       **THE COURT FURTHER FINDS** that at all times relevant to the  
27 September 13, 2016 transaction, the parties were equal members of the Nevada  
28

1 Limited-Liability Company, Patience One, LLC.

2 **THE COURT FURTHER FINDS** that Mr. Pickens voluntarily executed an  
3 Assignment and Assumption of Membership Interest in the LLC [the  
4 “Assignment”], from his LV Blue Trust [Mr. Pickens’ estate planning trust] to the  
5 Mich-Mich Trust [Dr. Michaels’ estate planning trust] regarding his 50% interest  
6 in Patience One LLC. The “Assignment” read:

7 a. WHEREAS, Assignor owns a 50% interest in Patience One, LLC,  
8 a Nevada Limited Liability Company (LLC), which was formed  
9 pursuant to the Articles of Organization dated MY [sic] 9, 2012  
10 (the “Articles”); and

11 b. WHEREAS, Assignor desires to assign for good and valuable  
12 consideration, all if its right title, duties, obligations and interest in  
13 and to the 50% interest in the LLC to Assignee.

14 **THE COURT FURTHER FINDS** that pursuant to the K-1’s of Patience  
15 One, LLC, the parties owned their respective membership interests in Patience  
16 One, LLC as individuals (*see Exhibits “47” – “50”*). It was not until after the  
17 September 13, 2016 transaction that the K-1 of Patience One, LLC reflected the  
18 Mich-Mich Trust was the owner of Dr. Michaels’ interest in Patience One, LLC  
19 (*see Exhibit “51”*).

20 **THE COURT FURTHER FINDS** that the only going business wherein  
21 both parties held interests at the time of the September 13, 2016 transfer was the  
22 Patience One, LLC. There was no evidence presented that Mr. Pickens had an  
23 interest established in Dr. Michaels medical practice or spa, save and except for his  
24 salary and his IRA account paid out of her business. There was no evidence  
25 presented that Dr. Michaels had any interest in Blue Point Development, Inc.

26 **THE COURT FURTHER FINDS** that the transfer of Mr. Pickens’ interest  
27 in Patience One, LLC by the “Assignment” prepared by Shannon Evans  
28

1 transferring Mr. Pickens' interest in Patience One, LLC, reflects Mr. Pickens'  
2 Trust, LV Blue Trust, as the transferor. Testimony by Mr. Pickens indicated Mr.  
3 Pickens Trust did not own his personal 50% interest in Patience One LLC when he  
4 signed the transfer document. No evidence was presented that Mr. Pickens' Trust  
5 ever owned his individual interest in Patience One, LLC, however, Dr. Michaels  
6 relied on the representation by Mr. Pickens through his signature on the above  
7 noted "Assignment," that he HAD placed his 50% interest in his trust. There was  
8 no testimony or evidence provided that Mr. Pickens corrected the document to  
9 reflect the actual owner, himself as an individual, at the time of the transfer or  
10 since.

11 **THE COURT FURTHER FINDS** that to date, there has been no recording  
12 of a satisfaction of the original Patience One, LLC Mortgage on the Clark County  
13 Recorder's website. (See request for judicial notice filed 4/23/21). Testimony at  
14 trial revealed that Dr. Michaels and the Mich-Mich Trust, in reliance on the  
15 "Assignment," re-financed the "buffalo" building held by Patience One, LLC and  
16 made improvements to the property after the interest was transferred to her. The  
17 guarantors on the "buffalo" building are now Dr. Michaels, personally, and the  
18 Mich-Mich trust, which holds the LLC.

19 **THE COURT FURTHER FINDS** that even if the parties were married or  
20 that Mr. Pickens was a putative spouse, NRS 123.080 permits spouses to alter their  
21 legal relations as to property.

22 **THE COURT FURTHER FINDS** that no interest in any other company or  
23 joint asset was transferred by Dr. Michaels to Mr. Pickens in exchange for the  
24 September 13, 2016 transfer of assets received by Dr. Michaels.

25 **THE COURT FURTHER FINDS** that Mr. Pickens received no tangible  
26 consideration from Dr. Michaels for the above transfers of real property and his  
27 interest in Patience One, LLC.

28

1       **THE COURT FURTHER FINDS** that subsequent to the Assignment, the  
2 new managers of Patience One, LLC refinanced the loan. Under the new  
3 ownership, Patience One, LLC refinanced the “buffalo” property with Danka and  
4 the Mich-Mich Trust serving as personal guarantors. Because the Deed of Trust is  
5 in the name of Patience One, LLC, it was not necessary for a new Deed of Trust to  
6 be recorded in order to remove Mr. Pickens from the obligation.

7       **THE COURT FURTHER FINDS** that Mr. Pickens received valuable  
8 consideration when he was indemnified from a great deal of debt as to the transfer  
9 of his interest in Patience One, LLC to Dr. Michaels. By executing the  
10 Assignment, divesting himself completely from Patience One, LLC, which resulted  
11 in a refinance of the loan on the “buffalo” building to which neither Tom nor his  
12 Trust were now parties, there is no more legal basis under which Mr. Pickens could  
13 be held personally liable for the responsibility for the Patience One, LLC debts.

14       **THE COURT FURTHER FINDS** that Mr. Pickens was also able to  
15 assuage his self-imposed guilt for engaging in an affair with a woman,  
16 impregnating her, and revealing a significant secret about Dr. Michaels’ childhood  
17 to his new significant other. Consideration is a legal term of art. Mr. Pickens had  
18 inquired whether the transactions could be reversed in a couple years if they were  
19 to reconcile. The record does not reflect that the parties shared a meeting of the  
20 minds on this point. Additionally, there was no testimony that an attempt for  
21 reconciliation had been initiated by either party.

22       **THE COURT FURTHER FINDS** that once the transfer documents were  
23 executed, the parties performed their agreements; e.g., Mr. Pickens vacated the  
24 Queen Charlotte property, he transferred the leases and control of rent collection  
25 for Patience One, LLC to Dr. Michaels. Additionally, Mr. Pickens paid rent each  
26 month for the space his company, Blue Point Development, occupied in the  
27 “buffalo” building. When he ceased making his rental payment, Dr. Michaels had  
28

1 him evicted. The Court does not know the legal procedure to evict an owner from  
2 his own property.

3 **THE COURT FURTHER FINDS** that Mr. Pickens also exhausted his IRA  
4 which he acquired as an employee for Dr. Michaels and purchased his current  
5 residence as a single unmarried man five (5) months prior to filing the initial  
6 underlying complaint.

7 **THE COURT FURTHER FINDS** that rescission to set aside the transfers  
8 of real property and to set aside the "Assignment" is an equitable remedy. Laches  
9 is a defense to a set aside. The delay between the transfers of real property and the  
10 "Assignment" spanned from September 13, 2016 to October 24, 2017. It is  
11 undisputed that more than 1 year passed before Mr. Pickens filed his complaint.  
12 His first request for equitable relief was filed March 22, 2018. During that time  
13 Dr. Michaels entered into transactions which she would not have entertained had  
14 Mr. Pickens filed his complaint prior to entering into the transfers and the  
15 Assignment on September 13, 2016.

16 **THE COURT FURTHER FINDS** that Dr. Michaels engaged in  
17 transactions to re-finance, pay down loans and mortgages, improve property,  
18 and/or sell property in reliance on the September 13, 2016 transfers from Mr.  
19 Pickens to her and the Mich-Mich Trust.

## 20 21 MISCELLANEOUS ASSETS

22 **THE COURT FURTHER FINDS** that Blue Point Development, Inc. was  
23 formed during the relationship of the parties, and that Dr. Michaels testified during  
24 the course of trial that she is asserting an ownership claim to Mr. Pickens'  
25 company, Blue Point Development, in a pending civil lawsuit between the parties.

26 **THE COURT FURTHER FINDS** that both parties acquired retirement  
27 accounts during their relationship.  
28



**THE COURT FURTHER FINDS** both parties acquired an interest in, and deposited earnings into, various bank accounts during their relationship.

**THE COURT FURTHER FINDS** that Mr. Pickens purchased the Porsche Cayenne vehicle from his 2014 bonus, which Dr. Michaels, to this day, continues to drive. Dr. Michaels testified that she was surprised by the car and told Mr. Pickens at the time that she did not need the car. Mr. Pickens testified the car was a Christmas/Birthday present for Dr. Michaels.

**THE COURT FURTHER FINDS** that Mr. Pickens received his company, Bluepoint Development, Inc., free from transfer of any value to Dr. Michaels. There was no evidence presented in this case that Dr. Michaels had any documented ownership interest in the newly formed company. The company was resurrected from Blue Point Development and Management Corporation (where Dr. Michaels and Mr. Pickens were documented a co-owners which had fallen into default and its Articles of Incorporation revoked by the Secretary of State of Nevada. The assets, previously acquired from the Blue Point Development and Management Corporation, were transferred into Blue Point Development, Inc., at its formation in 2008.

## II

## CONCLUSIONS OF LAW

Based upon the forgoing findings of fact, the Court makes the following conclusions of law:

1. As a matter of comity, Nevada's recognition or non-recognition of a purported foreign marriage depends on its legality in the foreign country. *Gonzales-Alpizar v. Griffith*, 130 Nev. 10, 317 P.3d 820 (2014) quoting *Mianecki v. Second Judicial Dist. Court*, 99 Nev. 93, 98, 658 P.2d 422, 424-25 (1983). Since the parties did not follow the

1 procedures in Slovakia, no legal marriage can be found in Nevada  
2 courts.

3 2. The Court found no credible intent by either Mr. Pickens or Dr.  
4 Michaels to legally marry, taking the evidence and testimony as a  
5 whole, it therefore follows that there was no marriage. See e.g., *In re*  
6 *JKNA*, 454 P.3d 642, 650 Mont. 2019), *Callen v. Callen* 620 S.E. 2<sup>nd</sup>  
7 59 (SC 2005), *Renshaw v. Heckler*, 787 F.2<sup>nd</sup> 50 (2ns Cir. 1986);  
8 *McNee v McNee*, 49 Nev. 90, 237 P. 534 (1925); NRS 010.

9 3. Mr. Pickens did not have a credible, good faith belief that he was  
10 legally married to Dr. Michaels and there was no prior legal  
11 impediment; as such, Mr. Pickens is not a putative spouse under  
12 *Williams v. Williams*, 120 Nev. 559, 97 P.3d 1124 (2004).

13 4. Pursuant to Nevada law, spouses owe a fiduciary duty to one another.  
14 See *Williams v. Waldman*, 108 Nev. 466 (1992). Since the parties  
15 were not legally married, this duty does not apply.

16 5. Mr. Pickens must prove the existence of a physician-patient  
17 relationship before a fiduciary duty can be established. See *Jennings*  
18 *v. Badget*, 2010 OK 7, 230 P.3d 861, 865-866 (Okla. 2010); *Mead v.*  
19 *Legacy Health System*, 352 Ore. 267, 283 P.3d 904, 909-910 (Ore.  
20 2010); *Seeber v. Ebeling*, 36 Kan. App. 2d 501, 141 P.3d 1180 (Kan.  
21 Ct App. 2006); *St. John v. Pope*, 901 S.W. 2d 420, 423 (Tex. 2005);  
22 *Gross v. Burt*, 149 S.W. 3d 213 (Tex. Ct. App 2004); *Millard v.*  
23 *Corrado*, 14 S.W.3D 42, (Mo. Ct. App. 1999); *Roberts v. Hunter*, 310  
24 S.C. 364, 426 S.E.2D 797 (S.C. 1993). Mr. Pickens failed to establish  
25 that he and Dr. Michaels were in a physician-patient relationship at  
26 the time of the execution of the transfer of documents. As such, Dr.  
27 Michaels did not owe Mr. Pickens any fiduciary duty.

- 1           6. Pursuant to Nevada law, a physician is required to supervise any  
2           APRN in their employ. See NAC 630.230. There is no finding by the  
3           court that Dr. Michaels violated her duty of supervision.
- 4           7. Pursuant to Nevada law, a physician is precluding from taking  
5           advantage of a patient for their own financial gain. See NRS 630.301.  
6           The Court did not find that Mr. Pickens was impaired to the extent  
7           that he could not manage his financial circumstances on an equal  
8           footing with Dr. Michaels. Additionally, the parties both prospered  
9           during their partnership between 2002 and 2016 when their  
10          relationship fell apart.
- 11          8. Even if Mr. Pickens was able to establish a physician-patient  
12          relationship and the corresponding fiduciary duties applied, he must  
13          still prove that such duties were breached. *Hoopes v. Hammargren*,  
14          102 Nev. 425 (1986). Further, Mr. Pickens must have also proved  
15          that he was vulnerable and unstable due to his medical problem and,  
16          that due to his reliance on Dr. Michaels' medical skills being retracted  
17          he was taken advantage of by Dr. Michaels. Vulnerability is an  
18          essential and necessary element of a confidential relationship.  
19          *Richelle L. v. Roman Catholic Archbishop*, 106 Cal. App. 4<sup>th</sup> 257,  
20          270-72, 130 Cal. Rptr. 2d 601 (Cal. Ct. App. 2003). Mr. Pickens  
21          failed to prove any such relationship, vulnerability, or breach.
- 22          9. Pursuant to Nevada law, parties to a joint venture owe a fiduciary duty  
23          to one another. (*See Leavitt v. Leisure Sports Inc.*, 103 Nev. 81  
24          (1987). There was no evidence presented that either party kept the  
25          other party in the dark regarding any aspect of the transfer of property  
26          and assets, to and including the value of same. [With the exception of  
27          Mr. Pickens' lack of candor when signing the "Assignment"  
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document without correcting the document to reflect the actual holder of the 50% membership was himself as an individual and not his Trust]. Testimony showed that Mr. Pickens was in charge of the payments made from the joint account, including the payments on the American Express account. He was also informed as to the tax basis for the preparation of the tax documents.

10. Nevada law recognizes the rights of putative spouses to a division of property consistent with community property law when one or both of the parties reasonably believed that the marriage was valid. (See *Williams v. Williams*, 120 Nev. 559 (2004). This point is moot as the court does not find that either party reasonably believed they were married, a putative spouse relationship test cannot be met in this case.
11. Nevada law recognizes the rights of parties who voluntarily agree to pool their assets and become implied partners to an equal division of the property acquired during their relationship. (See *Western States Construction v. Michoff*, 108 Nev. 931 (1987). There was no quasi-marital relationship found by the court. Further, the transfers were for satisfactory value to both parties. Parties, married or not may engage in contracts with each other.
12. Parties are free to contract, and the courts will enforce their contracts if they are not unconscionable, illegal, or in violation of public policy. *Rivero v. Rivero*, 125 Nev. 410, 216 P.3d 213 (2009). The court finds, under the totality of the circumstances, that the parties engaged in lawful, valid and enforceable contracts on September 13, 2016.
13. A spouse-to-spouse conveyance of title to real property creates a presumption of gift that can only be overcome by clear and convincing evidence. *Kerly v. Kerly*, 112 Nev. 36 (1996); *Graham v.*

1            *Graham*, 104 Nev. 473 (1988); *Todkill v. Todkill*, 88 Nev. 231 (1972);  
2            *Peardon v. Peardon*, 65 Nev. 717 (1948). As Mr. Pickens conveyed  
3            title to the properties to Dr. Michaels for the purpose of making her  
4            less unhappy about the discovery of his conduct in revealing her most  
5            personal tragedy to a new significant other, the transfers could be  
6            considered as gifts. How much more so when the parties were not  
7            married.

8            14. Property acquired by gift during marriage is separate property  
9            pursuant to NRS 123.130, and therefore not community property  
10           pursuant to 123.220.

11           15. Nevada law recognizes that consideration is a requirement of any  
12           valid contract. (*See Manning v. Coryell*, 130 Nev 1213 (2014))  
13           Consideration can come in tangible and non-tangible forms. Mr.  
14           Pickens testimony that he wanted to be able start fresh in his new life  
15           was important to him, as well as his need to assuage his guilty feelings  
16           due to his conduct.

17           16. Nevada law recognizes the equitable authority of this Court to correct  
18           unjust enrichment. (*See Certified Fire Protection v. Precision*  
19           *Construction*, 128 Nev 371(2012)). Testimony and evidence satisfied  
20           the court that there was no unjust enrichment by Dr. Michaels. In  
21           light of the fact that she supported the couple, without question, off  
22           and on throughout the relationship, and that Mr. Pickens ended the  
23           relationship on his own terms, the court finds the resolution of their  
24           partnership equitable. This finding is not intended to reflect a division  
25           based on “dollar-for-dollar,” as there was no forensic accountant hired  
26           to provide such evidence to the court.

- 1 17. NRS 163.417(2) states that Trust property is not subject to the  
2 personal obligations of the trustee, even if the trustee is insolvent or  
3 bankrupt. Patience One, LLC, the entity which owned the “buffalo”  
4 building, is held by the Mich-Mich Trust where Mr. Pickens directed  
5 his 50% membership to be assigned.
- 6 18. Mr. Pickens has not requested rescission as a remedy to cancel the  
7 written contracts of transfer of real property and business interest  
8 “Assignment.”
- 9 19. Mr. Pickens did not name the Mich-Mich Trust as a party to this  
10 lawsuit; there was no claim against the Mich-Mich Trust, therefore  
11 there is no legal basis for Tom to set aside the Assignment in this  
12 matter pursuant to rescission.
- 13 20. According to Mr. Pickens the transfer of his 50% interest in Patience  
14 One LLC was not valid or enforceable due to the fact that the  
15 purported transfer was from his LV Blue Trust and not Mr. Pickens,  
16 the individual. The Court disagrees and finds that the document  
17 misstated the actual owner, a fact which could not have been evident  
18 to Dr. Michaels at the time of the transfer. Mr. Pickens did not correct  
19 the over-sight and led Dr. Michaels to believe he had placed his 50%  
20 ownership into his personal trust sometime prior to transferring it to  
21 her Mich-Mich Trust. Dr. Michaels then re-financed the building  
22 under her authority as the 100% Member of the LLC.
- 23 21. Unmarried cohabitating couples who purchase property titled in both  
24 parties’ names, with or without the right of survivorship, own the  
25 property in proportion to the amounts they each contributed to the  
26 purchase price. *Sack v. Tomlin*, 110 Nev. 2014, 871 P.2d 298 (1994);  
27 *Langevin v. Langevin*, 111 Nev. 1481, 907 P.2d 981 (1995). The  
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1 testimony of both Mr. Pickens and Dr. Michaels established that Dr.  
2 Michaels paid the down payments for the Lowe, Queen Charlotte and  
3 Patience One properties. There was conflicting testimony as to the  
4 mortgage payments. Mr. Pickens testified that payments towards the  
5 mortgage of the Lowe and Queen Charlotte properties were made by  
6 him from the joint account ("his" account according to testimony at  
7 trial). Dr. Michaels testified that Mr. Pickens would take care of  
8 paying the bills from the joint account and had her write a check for  
9 her half of the bills to the joint checking account. Mr. Pickens did not  
10 present a forensic analysis or tracing to establish the source of funds  
11 in that account.

12 22. Mr. Pickens failed to prove any credible theory of Dr. Michaels  
13 having breached any fiduciary duty owed from her to him. As a  
14 matter of law, the transfers of the Lowe Avenue and Queen Charlotte  
15 properties are not void based on a breach of fiduciary duty.

16 23. As a matter of law, all transfers which occurred on September 13,  
17 2016, which included the transfer of the Lowe Avenue residence, the  
18 Queen Charlotte residence, and Mr. Pickens' interest in Patience One,  
19 LLC were not found by the court to be void for want of consideration  
20 for the transaction.

21 24. As a matter of law, the Court found evidence of good and sufficient  
22 consideration supporting the conclusion that the assets were legally  
23 transferred for good cause and now rest with the individual wherein  
24 the real property titles and the Assignment are currently being held.

### 25 III. ORDERS AND JUDGMENT

26 Based upon the forgoing Findings of Fact and Conclusions of law, it is  
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1 hereby:

2 **ORDERED, ADJUDGED, AND DECREED** that based on the fact that the  
3 religious ceremony did not constitute a valid, legal marriage under the laws of any  
4 State, declaratory relief is granted to Dr. Michaels that the parties were never  
5 legally married.

6 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that based  
7 on the Mr. Pickens knowledge that there was no valid marriage, he is not a putative  
8 spouse. As such, he is not entitled to any relief as a putative spouse.

9 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** the two  
10 real estate properties now held by Dr. Michaels were transferred to her pursuant to  
11 valid transfers by Mr. Pickens for good and sufficient consideration and will not be  
12 set aside.

13 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Dr.  
14 Michaels will maintain 100% ownership of Patience One LLC pursuant to the  
15 transfer from Mr. Pickens for good and sufficient consideration. The Assignment  
16 of Patience One, LLC was a valid transfer and shall not be set aside. To the extent  
17 that the paperwork transferring Mr. Pickens' interest to Dr. Michaels erroneously  
18 listed his trust and not himself personally as the transferor, said error was clerical  
19 in nature and shall be corrected. Mr. Pickens shall execute the appropriate  
20 documentation to correct any such error upon presentment.

21 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** the parties  
22 will keep any personal property now in their possession as a gift from one to the  
23 other based on testimony gathered during trial, the time which elapsed between the  
24 parties' closure of their joint accounts and partnership, and the filing of the action  
25 herein.

26 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that all  
27 other joint assets and obligations of the parties have already been divided and each  
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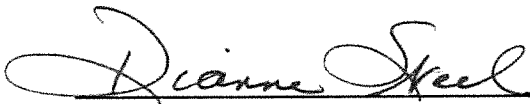


1 shall retain those assets and obligations in his or her respective names, titles,  
2 possession and control.

3 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Dr.  
4 Michaels is determined to be the prevailing party in this matter. Dr. Michaels is  
5 awarded attorney fees and costs subject to application for the relief and  
6 information provided therein. Counsel for Dr. Michaels shall submit the  
7 appropriate memorandum of fees and costs setting forth their analysis under  
8 *Brunzell* and shall also submit their redacted billing statements in accordance with  
9 *Love* within twenty days following the Notice of Entry of Order of the Findings of  
10 Fact, Conclusions of Law, and Judgment.

11 **IT IS FURTHER ORDERED** that Defendant shall file Notice of Entry of  
12 this Order upon receipt.

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14 **SO ORDERED** this 3<sup>rd</sup> day of August, 2021.

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17 DISTRICT COURT JUDGE  
18 SR. Judge  
19 for Department J.  
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