

IN THE SUPREME COURT OF THE STATE OF NEVADA

MIGUEL A. GONZALEZ,

Appellant,

vs.

LILIANA C. GONZALEZ, N/K/A
LILIANA C. GARCIA,

Respondent.

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Aug 04 2021 01:32 p.m.
Supreme Court No. ~~21-0010~~ Elizabeth A. Brown
Clerk of Supreme Court

APPELLANT'S APPENDIX VOLUME I

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

CERTIFICATE OF SERVICE

The undersigned does hereby certify that on the 4th day of August, 2021, a copy of the foregoing Appellant's Appendix I was served as follows:

BY ELECTRONIC FILING TO

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/s/Aaron Grigsby _____
Employee of The Grigsby Law Group

h

JUL 30 8 36 AM '07

CLERK OF THE COURT

In Proper Person

IN AND FOR _____ CLARK COUNTY

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

MIGUEL A. GONZALEZ
(Husband's name)

Joint Petitioners

DECREE OF DIVORCE

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

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

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

1

ip\statewide petitions\decree with kids (#9b)

Docket 82011 Document 2021-22637 ^{AA000001}

1 union or adopted by the parties, and hereby exercises said jurisdiction:
2

3	NAME	DATE OF BIRTH
4	CATHERINE ESTHER GONZALEZ	02/17/1996
5	MICHAEL JEOVANY GONZALEZ	12/26/2001
6		
7		
8		
9		

10 4. That this Court does not have the necessary UCCJA, UCCJEA and PKPA jurisdiction
11 to enter orders regarding custody and visitation of the following children of the union or adopted by
12 the parties, and said issues must be decided in the children's present "home state":
13

14	NAME	DATE OF BIRTH
15		
16		
17		

18 5. That this Court has complete jurisdiction to enter this Decree and the orders
19 regarding the distribution of assets and debts.

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

26 7. The Petitioners married on SEPT. 20, 1995 in
27 (Date of Marriage, including month, day and year)
28 County of LOS ANGELES, State of CALIFORNIA,
(County in which you were married) (State in which you were married)

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

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

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

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

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

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

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

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

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

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

4 Lbg Wife wishes to return to her former name of

5 LILIANA CAROLINA GARCIA

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

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

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

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

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

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

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

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

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

3 LILIANA CAROLINA GARCIA

4 NOT
5 ~~APPLICABLE~~

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

8 NOT
9 ~~APPLICABLE~~

10 Wife shall retain her present name.

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

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

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

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

25 **PENALTY FOR VIOLATION OF ORDER:**

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

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

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

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

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

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

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

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

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

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

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

7 THIS IS A FINAL DECREE.

8 Dated: JUL 24 2007

9 
10 DISTRICT JUDGE SK

11 Respectfully Submitted:

12 (Print name) LILIANA C. GONZALEZ

(Print name) MIGUEL A. GONZALEZ

13 (Signature) 

(Signature) 

14 (Address) 2767 LA CANADA ST.

(Address) 2767 LA CANADA ST.

15 LAS VEGAS, NV 89109

LAS VEGAS, NV 89109

16 (Telephone) (702) 444-0987

(Telephone) (702) 444-0987

17 Petitioner in Proper Person

18 Petitioner in Proper Person

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

FILED

JUL 18 4 13 PM '07

CR. [Signature]
CLERK OF COURT

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

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

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

23 "AMENDED" JOINT PETITION FOR SUMMARY DECREE OF DIVORCE

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

I.

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

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

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

4 **II.**

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

12 The current addresses of the Petitioners are:

13 LILIANA C. GONZALEZ

14 (Wife's name)

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

16 (Wife's mailing address)

17 (Wife's residence address)

18
19 MIGUEL A. GONZALEZ

20 (Husband's name)

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

22 (Husband's mailing address)

23 (Husband's residence address)

24 **III.**

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

IV.

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

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

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

V.

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

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

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

VI.

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

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

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

12 VII.

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

15 **Joint Legal Custody**

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

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

20 VIII.

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

24 (a)

25 **Joint Physical Custody**

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

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

(b)
Primary Physical Custody

1
2
3 LG MAE Petitioner LILIANA C. GONZALEZ is a fit and proper
4 Wife's initials Husband's initials (Name of custodial parent)

5 person to have the primary physical custody of the minor child(ren), CATHERINE ESTHER
6 (Names of children)

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

9 IX.

10 **WEEKLY/MONTHLY AND SUMMER VISITATION**

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

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

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

HOLIDAY VISITATION

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

The major holidays will be handled in the following manner:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24

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

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

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

6 X.

7 **CHILD SUPPORT**

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

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

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

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

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

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

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

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

24 OR

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

27 OR

1 M A E L B G
2 Husband Wife

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

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

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

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

9 BOTH PARTIES HAVE AGREED THAT NEITHER SHALL PAY CHILD SUPPORT TO
10 THE OTHER BECAUSE THEY WILL HAVE THE MINOR CHILDREN ALMOST EQUAL
11 TIME AND THEY WILL COVER THEIR EXPENSES EQUALLY.
12
13
14

15 The amount of child support agreed upon meets the children's financial needs.

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

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

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

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

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

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

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

XI.

Health Care

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

The child(ren) presently ARE covered by a health insurance policy. The child(ren) (is (are) or is (are) not) presently ARE NOT on Medicaid. (is/are or is/are not)

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

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

XII.

Division of Assets

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

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

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

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

4 **WIFE SHALL RECEIVE THE FOLLOWING:**

5 ***THE FAMILY RESIDENCE LOCATED**
6 **AT 2767 LA CANADA ST., LAS VEGAS**
7 **NEVADA. WIFE SHALL REFINANCE**
8 **THE PROPERTY UNDER HER SOLE**
9 **NAME WITHIN THREE MONTHS**
10 **FROM THE DATE OF DECREE OF**
11 **DIVORCE. WIFE SHALL RETAIN**
12 **50% OF THE EQUITY, SUBJECT TO**
13 **ANY ENCUMBRANCES THEREON.**
14 **TO THE EFFECT OF REFINANCING**
15 **UNDER HER SOLE NAME, HUSBAND**
16 **SHALL DELIVER EXECUTED QUIT-**
17 **CLAIM DEED TO WIFE.**

AND FILING DIVORCE.

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

18 **HUSBAND SHALL RECEIVE THE FOLLOWING:**

19 ***50% OF THE REMAINING EQUITY**
20 **IN THE FAMILY RESIDENCE, LOCATED**
21 **AT 2767 LA CANADA ST., LAS**
22 **VEGAS, NV. SUBJECT TO ENCUM-**
23 **BRANCES THEREON.**
24 ***HUSBAND SHALL KEEP THE 1996**
25 **CHEVY SILVERADO TRUCK IN HIS**
26 **POSSESSION IN EXCHANGE OF**
27 **PAYING FOR THE \$700.00 LEGAL**
28 **FEES AND THE HOME DEPOT DEBT.**

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

XIII.

Division of Debts

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

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

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

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

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

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

- ANY AND ALL DEBTS INCURRED
UNDER HER OWN NAME.

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

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

- ANY AND ALL DEBTS INCURRED
UNDER HIS OWN NAME.

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

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

(The following statement must be initialed by both parties)

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

XIV.

Spousal Support (Alimony)

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

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

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

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

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

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

XV.

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

NOT APPLICABLE

Husband

Wife

Wife does not wish to return to her former name.

445

Husband

L C G

Wife

Wife wishes to return to her former name of

LILIANA CAROLINA GARCIA

NOT APPLICABLE

Husband

Wife

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

XVI.

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

XVII.

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

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

XVIII.

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

WHEREFORE, Petitioners pray as follows:

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

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

[Signature]
(Wife's signature)

2767 LA CANADA ST.
(Wife's address)

LAS VEGAS, NV 89109

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

[Signature]
(Husband's signature)

2767 LA CANADA ST.
(Husband's address)

LAS VEGAS, NV 89109

WIFE'S VERIFICATION

STATE OF NEVADA)

)ss:

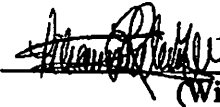
County of CLARK)

LILIANA C. GONZALEZ

(Wife's name)

penalties of perjury, deposes and says:

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

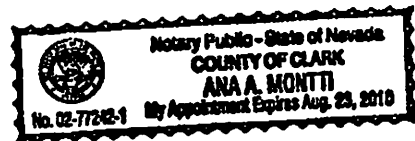


(Wife's signature)

SUBSCRIBED and SWORN to before me

this 18th day of July, 2007.


NOTARY PUBLIC



STATE OF NEVADA)

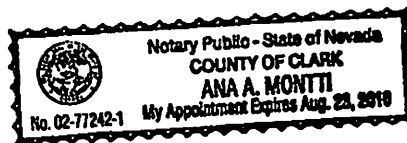
)ss:

County of CLARK)

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

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


NOTARY PUBLIC



HUSBAND'S VERIFICATION

STATE OF NEVADA)
)ss:
County of CLARK)

MIGUEL A. GONZALEZ

(Husband's name)

penalties of perjury, deposes and says:

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

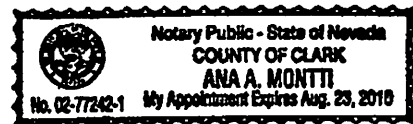

(Husband's signature)

SUBSCRIBED and SWORN to before me

this 18th day of July, 2007.



NOTARY PUBLIC



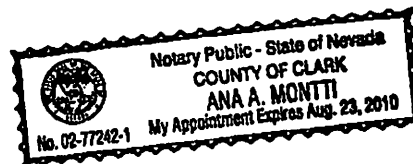
STATE OF NEVADA)
)ss:
County of CLARK)

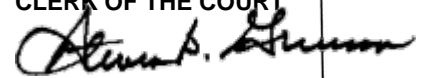
On this 18th day of July, 2007, personally appeared

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

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


NOTARY PUBLIC





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

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

LILIANA C. GONZALEZ nka
LILIANA C. GARCIA

Plaintiff,

v.

MIGUEL A. GONZALEZ,

Defendant.

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

Hearing Date:
Hearing Time:

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDER-SIGNED WITH A COPY OF YOUR RESPONSE WITHIN 14 DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN 14 DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE

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

ORAL ARGUMENT REQUESTED: YES ☒ NO ☐

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

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

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

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

DATED this 4th day of August 2020.

By:

MILLS & ANDERSON


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

POINTS AND AUTHORITIES

I.

STATEMENT OF FACTS

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

1 Decree contains the following provisions relevant to this motion:

2 **WIFE SHALL RECEIVE THE FOLLOWING:**

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

8 **HUSBAND SHALL RECEIVE THE FOLLOWING:**

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

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

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

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

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

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

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

14 II.

15 ARGUMENT

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

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

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

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

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

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

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

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

21 There are no facts, statutes or caselaw that support Miguel's demand for 50% of
22 the existing equity. To grant such a request would not be an "equal distribution" as
23 required under Nevada law. Rather, it would result in a windfall to Miguel based on 12
24 years of equity increase due to Liliana's efforts to pay down the mortgage and separate
25 property appreciation. Miguel is entitled to nothing more than what was originally
26 ordered, which was 50% of the equity existing in July 30, 2007 when the decree of
27 divorce was entered.
28

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

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

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

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

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

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

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

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

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

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

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

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

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

III

CONCLUSION

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

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

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

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

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

6 DATED this 4th day of August 2020.

7 MILLS & ANDERSON

8
9 By:



10 BYRON L. MILLS, ESQ.

11 Nevada Bar No. 6745

12 DANIEL W. ANDERSON, ESQ.

13 Nevada Bar No. 9955

14 703 S. 8th Street

15 Las Vegas, Nevada 89101

16 (702) 386-0030

17 Attorneys for Plaintiff

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

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

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

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

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

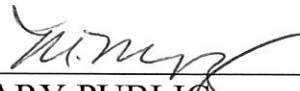
14

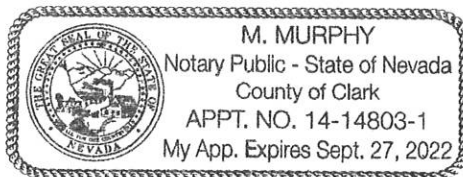
15 FURTHER AFFIANT SAYETH NAUGHT.

16 

17 LILIANA C. GARCIA

18 DATED this 04 day of August, 2020.

19 
20 NOTARY PUBLIC
21 For Said County and State



MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Eliana C. Gonzalez

Plaintiff/Petitioner

v.

Miguel A. Gonzalez

Defendant/Respondent

Case No. D-07-376585-2

Dept. F

MOTION/OPPOSITION
FEE INFORMATION SHEET

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the \$25 or \$0 filing fee in the box below.

<input checked="" type="checkbox"/> S25	The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
-OR-	
<input type="checkbox"/> S0	The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
<input type="checkbox"/>	The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
<input type="checkbox"/>	The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
<input type="checkbox"/>	The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
<input type="checkbox"/>	Other Excluded Motion (must specify) _____.

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

<input checked="" type="checkbox"/> S0	The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
<input type="checkbox"/>	The Motion/Opposition is being filed in a case that was not initiated by joint petition.
<input type="checkbox"/>	The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
-OR-	
<input type="checkbox"/> S129	The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.
-OR-	
<input type="checkbox"/> S57	The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

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

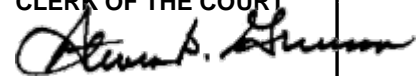
The total filing fee for the motion/opposition I am filing with this form is:

☐ S0 ☒ S25 ☐ S57 ☐ S82 ☐ S129 ☐ S154

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

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

AA000035



1 OPPC
2 The Grigsby Law Group
3 A Professional Corporation
4 Aaron D. Grigsby, Esq.
5 Nevada Bar No. 9043
6 2880 W. Sahara Ave,
7 Las Vegas, Nevada 89102
8 (702) 202-5235
9 (702) 944-7856
10 aaron@grigsbylawgroup.com
11 Attorney for Miguel A. Gonzalez

12 DISTRICT COURT
13 FAMILY DIVISION
14 CLARK COUNTY, NEVADA

15 LILIANA C. GONZALEZ,

16 Plaintiff,

Case No. D-07-376585-Z

17 vs.

Dept. No. F

18 MIGUEL A. GONZALEZ,

19 Defendant,

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

22 FEES AND COSTS

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

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

3 **MEMORANDUM OF POINTS AND AUTHORITIES**

4 **I. Introduction**

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

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

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

23 The parties were divorced by stipulated Decree on
24 July 20, 2007¹. Plaintiff appears to be proceeding
25 under the supposition that this court has
26

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

1 "[c]ontinuing jurisdiction to enforce orders in the
2 decree of divorce pursuant to NRS 125.240." The
3 undersigned on behalf of Mr. Gonzalez unsuccessfully
4 attempted to disabuse Plaintiff of her fanciful
5 notion prior to the filing of her frivolous motion.
6 Plaintiff's attempt to enforce the property division
7 provisions the 2007, Decree of Divorce is not only
8 barred by the six (6) year statute of limitations² but
9 contrary to the plain language of their contractual
10 arrangement.

11 The Nevada Supreme Court has stated that "the
12 Nevada Legislature did not grant the family divisions
13 of the district courts the authority to endlessly
14 enforce divorce decrees except where the Legislature
15 specifically provided for enforcement regardless of
16 the age of the claim³." Plaintiff has filed her
17 Motion to Enforce approximately thirteen (13) years
18 after the Decree of Divorce. Additionally, the Court
19 also held that NRS 125.240 does not apply to the
20 enforcement of a Decree of Divorce.

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

27 ² NRS 11.190(1)(a)

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

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

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

13 When parties to pending litigation enter into a
14 settlement, they enter into a contract⁴. "A
15 settlement agreement is an agreement to terminate or
16 forestall all or part of a lawsuit. A settlement
17 contract also has the attributes of a judgment in
18 that it is decisive of the rights of the parties and
19 serves to bar reopening of the issues settled. Absent
20 a fundamental defect in the agreement itself the
21 terms are binding on the parties⁵." "While a
22 settlement agreement will not necessarily involve a
23 judicial determination, it does resolve the relative
24 legal rights and liabilities of the parties,
25
26

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

28 ⁵ Brown v. Bryant, Inc., 24 Cal.App.4th

1 eliminating the need to try any issues resolved by
2 the agreement⁶."

3 Nevada law has long held that parties free to
4 enter into contracts so long as their contracts are
5 not unconscionable, illegal, or in violation of
6 public policy⁷. Nevada favors the settlement of
7 disputes by agreement of the parties and, ordinarily,
8 will enforce the Agreement which the parties have
9 made, absent any fraud, mistake, or overreaching.
10 This is as true of agreements made in the process of
11 the termination of the marriage by divorce as of any
12 other kind of negotiated settlement.

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

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

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

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

1 exact language is not finalized until later.
2 In the case of a settlement agreement, a
3 court cannot compel compliance with material
4 terms remain uncertain. The court must be
5 able to ascertain what is required of the
6 respective parties⁸.

7 Where a document is clear on its face, it will be
8 construed from the written language and enforced as
9 written⁹. The written language of Decree of Divorce
10 clearly outlines all of the terms of the settlement
11 agreement. Contracts will be construed from their
12 written language and enforced as written¹⁰.

13 Nevada law has held that a party assumes the risk
14 of entering into a contract. "If [a] party is aware
15 at the time he enters into a contract 'that he has
16 only limited knowledge with respect to the facts to
17 which the mistake relates but treats his limited
18 knowledge as sufficient,'" the court will allocate
19 the risk of the mistake to that party¹¹. Plaintiff is
20 a sophisticated adult who is represented by legal
21 counsel with decades of experienced in dealing with
22 the legal system. Subsequent to viewing the language
23 in the Decree, Plaintiff should be aware that he

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

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

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

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

1 position is not well grounded in law or fact.

2 Where "a written contract is clear and unambiguous
3 on its face, extraneous evidence cannot be introduced
4 to explain its meaning¹²." "[T]he existence of a
5 separate oral agreement as to any matter on which a
6 written contract is silent, and which is not
7 inconsistent with its terms, may be proven by
8 parol¹³.'" An analysis of the July 30, 2007, Decree of
9 Divorce demonstrates clear and unambiguous terms
10 resolving the outstanding issues contained in this
11 matter. Specifically the Decree of Divorce states in
12 pertinent part that Miguel Gonzalez shall receive "50%
13 of the remaining equity in the family residence
14 located at 2767 La Canada St., Las Vegas Nevada
15 subject to encumbrances thereon." There is no
16 language limiting Mr. Gonzalez's interest to a
17 specific period in time.

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

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

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

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

5 **VI. PAROL EVIDENCE**

6 "The parol evidence rule forbids the reception of
7 evidence which would vary or contradict the contract,
8 since all prior negotiations and agreements are deemed
9 to have been merged therein.¹⁴ Evidence can be
10 received which does not contradict the written
11 instrument, but which refers to the very existence of
12 the contract and tends to show that no valid and
13 effective contract ever existed¹⁵. Where "a written
14 contract is clear and unambiguous on its face,
15 extraneous evidence cannot be introduced to explain
16 its meaning¹⁶." "[T]he existence of a separate oral
17 agreement as to any matter on which a written contract
18 is silent, and which is not inconsistent with its
19 terms, may be proven by parol¹⁷."

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

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

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

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

1 The parol evidence rule is a rule of "substantive
2 law and not merely one of evidence¹⁸." When the Nevada
3 Supreme Court defined the parol evidence rule as one
4 of substantive law it completely removed the
5 discretion of this Court to hear parol evidence. As
6 such Plaintiff can not offer any evidence that would
7 contradict the terms of the stipulated Decree of
8 Divorce and this Court is prohibited from hearing any
9 such evidence even if the Court would find the
10 information helpful in making its determination. Any
11 such testimony would be irrelevant and subject to
12 objection under Nevada law¹⁹.

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

14 Plaintiff failed to file the required Financial
15 Disclosure Form (hereinafter "FDF") to support her
16 request for attorney's fees. A general FDF must be
17 filed in support of any motion or countermotion that
18 includes a request to establish or modify child
19 support, spousal support, fees and allowances,
20 exclusive possession of a residence, or any matter
21 involving money to be paid by a party²⁰. A FDF must
22 be filed within 2 judicial days of the filing of the
23

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

27 ¹⁹ NRS 48.025

28 ²⁰ EDCR 5.506(a)

1 motion, countermotion, or opposition it supports, and
2 may only be filed in open court with leave of the
3 judge upon a showing of excusable delay²¹. This Court
4 is empowered to construe Plaintiff's failure to file
5 an FDF as an admission that she is not entitled to an
6 award of fees²².

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

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

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

23
24 ²¹ EDCR 5.506(d)

25 ²² EDCR 5.606(g)

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

28 ²⁴ Love v. Love, 114 Nev. 572 (1998)

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

8 **COUNTERMOTION**

9 **Attorney's Fees and Costs**

10 It is respectfully submitted that Miguel A.
11 Gonzalez is entitled to an award of attorney's fees
12 for having to defend this matter. The Nevada Supreme
13 Court has concluded that a prevailing party on a
14 motion may be entitled to an award of attorney's
15 fees²⁵ pursuant to statute²⁶. Specifically:

16 Without regard to the recovery sought, when
17 the court finds that the claim, counterclaim,
18 cross-claim or third-party complaint or
19 defense of the opposing party was brought
20 without reasonable ground or to harass the
prevailing party²⁷.

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

25 _____
26 ²⁵ Love v. Love, 114 Nev. 572 (1998)

27 ²⁶ NRS 18.010(2) (b)

28 ²⁷ NRS 18.010(2) (b)

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

3 The Nevada Supreme Court adopted in Brunzell²⁸,
4 factors that should be considered by a district court
5 in determining an award of attorney's fees. Counsel
6 for Ittipol Muangsopa is an attorney duly licensed to
7 practice law in the State of Nevada. The undersigned
8 has been practicing law in the State of Nevada in
9 excess of ten (10) years and his primary focus is and
10 has been, family law during that entire period and no
11 less than 80% (eighty percent) of his practice is
12 dedicated solely to the same.

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

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

28 ²⁸ Brunzell v. Golden Gate National Bank, 85 Nev. 345 (1969)

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

8 **CONCLUSION**

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

14
15 DATED this 16th day of August, 2020

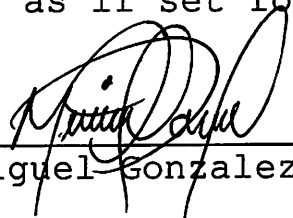
16
17 THE GRIGSBY LAW GROUP
18 A Professional Corporation

19
20 By: /s/ Aaron Grigsby
21 Aaron D. Grigsby, Esq.
22 2880 W. Sahara Ave
23 Las Vegas, Nevada 89102
24 aaron@grigsbylawgroup.com
25
26
27
28

DECLARATION OF MIGUEL GONZALEZ

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

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

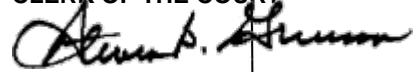

Miguel Gonzalez

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1 **NEO**

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

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

11 LILIANA C. GONZALEZ nka
12 LILIANA C. GARCIA

13 Plaintiff,

14 v.

15 MIGUEL A. GONZALEZ,

16 Defendant.

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

17 **NOTICE OF ENTRY OF ORDER**

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

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

23 DATED this 21 day of October, 2020.

24 MILLS & ANDERSON



26 BYRON L. MILLS, ESQ.

27 Bar No. 6745

28 703 South Eighth Street

Las Vegas, Nevada 89101

Attorney for Plaintiff

1 Gonzalez
2 D-07-376585-Z

3 **CERTIFICATE OF SERVICE**

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

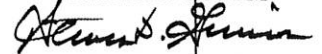
7 1. Via Electronic Service to:

8 aaron@grigsbylaw.com

9
10 2. Via e-mail to:

11 Liliana Garcia: (lilicg72@yahoo.com)

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

ORD

BYRON L. MILLS, ESQ.

Nevada Bar#6745

MILLS & ANDERSON

703 S. 8th Street

Las Vegas NV 89101

(702) 386-0030

attorneys@millsnv.com

Attorney for Plaintiff

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

LILIANA C. GONZALEZ nka
LILIANA C. GARCIA

Plaintiff,

v.

MIGUEL A. GONZALEZ,

Defendant.

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

ORDER OF THE COURT

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

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

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

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

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

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

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

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

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

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

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

4 Based on the foregoing and good cause appearing,

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

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

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

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

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

16
17 

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

22 Submitted by:

23 MILLS & ANDERSON

24 BY: 

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

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4

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

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 10/21/2020

15 Aaron Grigsby aaron@grigsbylawgroup.com

16 Byron Mills modonnell@millsnv.com
17
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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Joint Petition**COURT MINUTES**

November 30, 2020

D-07-376585-Z

In the Matter of the Joint Petition for Divorce of:

GONZALEZ, LILIANA C

and GONZALEZ, MIGUEL A

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

Michael Gonzalez, Subject Minor, not present

Byron Mills, Attorney, not present

Aaron Grigsby, Attorney, not present

JOURNAL ENTRIES

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

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

Accordingly, the Motion for Stay is hereby DENIED.

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

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

AA000057

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

INTERIM CONDITIONS:

FUTURE HEARINGS:

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

AA000058