IN THE SUPREME COURT OF THE STATE OF NEVADA

MIGUEL A. GONZALEZ Appellant, v. LILIANA C. GONZALEZ N/K/A LILIANA C. GARCIA Respondent.	Supreme Court Case No. 82011 District Court No. D-07-376585-Z

RESPONDENT'S ANSWERING BRIEF

Aaron D. Grigsby, Esq.
GRIGSBY LAW GROUP
Nevada Bar No.: 009043
2880 West Sahara Ave.
Las Vegas, NV 89102
(702) 202-5235
aaron@grigsbylawgroup.com
Counsel for Appellant

Byron L. Mills, Esq.
MILLS & ANDERSON
Nevada Bar No.: 006745
703 S. 8th Street
Las Vegas, NV 89101
(702) 386-0030
attorneys@millsnv.com
Counsel for Respondent

NRAP 26.1 DISCLOSURE STATEMENT

Pursuant to NRAP 26.1, the undersigned counsel of record certifies that the following are persons and entities as described in NRAP 26.1(a), and must be disclosed. These representations are made in order that the justices of this court may evaluate possible disqualification or recusal.

There are no parent corporations or publicity held companies owning 10% of the Respondent's stock, the names of all law firms whose attorneys have appeared for the Respondent are DANIEL W. ANDERSON, Esq., and BYRON L. MILLS, Esq. of MILLS & ANDERSON, and the Respondent is not using a pseudonym.

DATED: this 17th day of September, 2021.

MILLS & ANDERSON

By: _____

BYRON L. MILLS, ESQ.
Nevada Bar No. 006745
MILLS & ANDERSON
703 S. 8th Street
Las Vegas, Nevada 89101
(702) 386-0030
Counsel for Respondent

TABLE OF CONTENTS

PAGE

TABLE OF AUTHORITIES

CASES **PAGE**

STATUTES

RULES

MISCLELLANEOUS

STATEMENT OF THE ISSUES[1]

1. WHETHER THE DISTRICT COURT VIOLATED MIGUEL GONZALEZ'S RIGHT TO DUE PROCESS BY ISSUING A DECISION ON THE PAPERS.

2. WHETHER THE DISTRICT COURT PROPERLY APPLIED KUPTZ-BLINKINSOP V. BLINKINSOP AND NRS 11.190 TO THE INTERESTS OF THE PARTIES.

3. WHETHER A CONDITION PRECEDENT EXISTS IN THE DECREE OF DIVORCE WHICH CONTROLLED THE TRANSFER OF MIGUEL GONZALEZ'S OWNERSHIP INTEREST IN THE MARTIAL RESIDENCE.

---

[1] NRAP 28(b) provides that the Respondent may provide a Statement of the Issues if "dissatisfied" with that of the Appellant.

The "Statement of the Issues" in Miguel's Opening Brief ("AOB") statement of issues 2 and 3 makes insinuations that are not reflected on the record. For example, Issue 2 of the AOB asks whether the district court misinterpreted *Davidson v. Davidson*. However, the district court did not issue its decision based on *Davidson*. Issue 3 of the AOB asks whether the district court ignored the existence of a condition precedent, but such an issue statement asserts that that a condition precedent exists.

Accordingly, the Court is asked to refer to the recital in this Answering Brief pursuant to NRAP 28(b).

I.

STATEMENT OF THE CASE[1]

This is an appeal from a post-divorce Order granting Respondent, Liliana Garcia's ("Liliana") Motion to Enforce Decree of Divorce; Hon. Judge Denise L. Gentile, Eighth Judicial District Court, Clark County, Nevada.

Liliana filed a Motion to Enforce the Decree of Divorce on August 5, 2020. AA 29-35.[2] The matter was scheduled for hearing on September 23, 2020. Miguel filed his Opposition on August 17, 2020. AA 36-50. Liliana filed her Reply on September 2, 2020. RA 1-9.

---

[1] NRAP 28(b) provides that the Respondent may provide a Statement of the Case if "dissatisfied" with that of the Appellant.

The "Statement of the Case" in the AOB improperly intermixes factual assertions and argument. Specifically, Miguel claims that the Decree of Divorce granted Liliana the martial residence as her sole and separate property provided that she refinance the property in her name within three months. AOB at 1.

Accordingly, it is submitted that the "Statement of the Case" in the AOB is defective, and the Court is asked to refer to the recital in this Answering Brief pursuant to NRAP 28(b).

[2] References to "AA" are to Appellant, Miguel A. Gonzalez's ("Miguel") Appendix filed with his Opening Brief; those to "RA" are to the appendix filed with Liliana's Answering Brief.

In a detailed minute entry on September 21, 2020, Judge Denise L. Gentile issued a decision on the papers granting Liliana's Motion and the resulting Order was filed on October 21, 2021. AA 51-56.

Notice of Entry of Order was served via electronic service on October 22, 2020. *Id.* The hearing previously scheduled for September 23, 2020, was vacated. AA 53. On October 22, 2020, Miguel filed his Notice of Appeal.[3]

II.

STATEMENT OF FACTS[4]

In 2006, the parties refinanced the marital residence located at 2767 La Canada St., Las Vegas Nevada (hereinafter "the Residence") at the height of the real estate market and withdrew approximately $50,000. AA 28, ll. 20-22. Market

---

[3] Miguel did not include his Notice of Appeal in his Appendix.

[4] NRAP 28(b) provides that Respondent's brief may provide a Statement of Facts if "dissatisfied" with that of the Appellant.

The "Statement of Facts" in the AOB is defective in that it omits Liliana's Reply entirely in violation of NRAP 30 as well as a multitude of other relevant facts. It is respectfully submitted that Miguel's recitation of the facts is completely insufficient to allow this Court a meaningful review of what happened in this case, or why. The Court is asked to use this recital of the facts of the case pursuant to NRAP 28(b).

values plummeted in 2007, which left nearly no equity in the Residence by the date of parties' divorce. AA28, ll. 21 - AA29 ll. 2.

Liliana and Miguel divorced by Decree of Divorce filed on July 30, 2007. AA1-25. The Decree contains the following relevant provisions:

> **WIFE SHALL RECEIVE THE FOLLOWING:**
>
> The Family residence located at 2767 La Canada St., Las Vegas Nevada. Wife shall refinance the property under her sole name within three months from the date of decree of divorce. Wife shall retain 50% of the equity, subject to any encumbrances thereon. To the effect of refinancing under her sole name, Husband shall deliver executed quit-claim deed to Wife.[5]
>
> **HUSBAND SHALL RECEIVE THE FOLLOWING:**
>
> 50% of the remaining equity in the family residence located at 2767 La Canada St., Las Vegas, NV, subject to encumbrances thereon.[6]

Pursuant to the Decree, Liliana received the Residence as her sole and separate property. AA 19, ll. 3-5. Miguel was ordered to sign a quitclaim deed in favor of Liliana so that Liliana could refinance the Residence within three months of entry

---

[5] AA 19.

[6] *Id.*

of the Decree. AA 28 ll. 11-13. Miguel was awarded 50% of the remaining equity in the Residence. AA 19 ll. 15-16.

After their divorce, the parties continued living together at the Residence until Miguel's departure from the Residence in 2008. AA 13-17. Miguel maintained control over the aforementioned $50,000, which he used to make unpermitted improvements to the Residence, and he eventually used what remained of that money to purchase a new home for himself in 2008. AA 28 ll. 25-27. However, Miguel did not make the payments on his new home, and it went into foreclosure. AA 28 ll. 28.

Following Miguel's departure, Liliana continued paying the mortgage and all associated expenses for the Residence while Miguel did not contribute anything. AA 28 ll. 15-17. Miguel never signed the quitclaim deed in favor of Liliana and the Residence has remained titled under the names of both parties since the entry of the Decree. AA 28 ll. 14-17.

Prior to taking the matter to Court, Counsel contacted Miguel via 5.501 letter to request that he sign a quitclaim deed in exchange for $5,000, which is the estimated value of Miguel's equity share that existed at the time the Decree was entered. AA 28 ll. 18-20. Miguel, through counsel, refused the offer and demanded 50% of the *current* existing equity of the Residence in exchange for the quitclaim deed. AA 29 ll. 3-4.

On August 5, 2020, Liliana filed a Motion to Enforce Decree of Divorce. AA 26-35. In her Motion, Lilliana requested in pertinent part that the Court order Miguel to sign a quitclaim deed on the Residence in her favor and that Lilliana be ordered to pay Miguel $5,000 for his share in the equity of the Residence. AA 29 ll. 8-11.

On August 17, 2020, Miguel filed an Opposition to Liliana's Motion to Enforce Decree of Divorce and Other Related Relief and Countermotion for Attorney's Fees and Costs. AA 36-50.

Miguel claimed that the district court did not have jurisdiction to enforce the Decree pursuant to NRS 125.240. AA 37 ll. 23 - AA 38 ll. 20. Miguel also claimed that enforcement of the Decree was time-barred by the six-year statute of limitations under NRS 11.190(1)(a) and *Davidson v. Davidson,* 132 Nev. 709, 382 P.3d 880. AA 38 ll. 6-16.

Miguel conceded that he never delivered the quitclaim deed. AA 39 ll. 3-9. Nevertheless, Miguel argued that the plain language of the Decree did not limit his interest in the Residence to a specific period of time. AA 42 ll. 8-17. Miguel claimed that the only limiting language in the Decree was the three months that Liliana had to refinance the Residence. AA 42 ll. 18-21. According to Miguel, both parties continue to retain an undivided interest in the Residence because

Liliana did not refinance the Residence within three months after the filing of the Decree. AA 42 ll. 21 - AA 43 ll. 1.

On September 2, 2020, Liliana filed her Reply to Miguel's Opposition. RA 1-9. Liliana argued that the Decree clearly directed her to refinance the Residence under her sole name and it directed Miguel to deliver an executed quitclaim deed so Liliana could do so. RA 2 ll. 24-26. Liliana stated that Miguel's failure to sign the quitclaim deed in favor of Liliana prevented her from refinancing the Residence. RA 2 ll. 26-27.

In her Reply, Liliana addressed Miguel's claim that the Court did not have jurisdiction due to the statute of limitations. RA 3 ll. 11 - RA 5 ll. 18. Liliana argued that pursuant to *Kuptz-Blinkinsop v. Blinkinsop*, 466 P.3d 1271 (Nev. 2020), her claim was not barred by the statute of limitations because her claim was to enforce a real property distribution in the Decree. RA 3 ll. 14-19. Liliana further argued that unlike her claim, Miguel's claim was for value of equity in the Residence and consequently barred by the six-year statute of limitations. RA 4 ll. 9-14.

Liliana also argued that the Decree did not condition her award of the Residence on her refinancing within three months. RA 6 ll. 9-10. Liliana argued that the Decree contains no language giving both parties an undivided interest in

the Residence in the event that Liliana failed to refinance within three months. RA 5 ll. 21-23.

Liliana further argued that the refinance of the Residence was subject to the condition that Miguel execute the quitclaim deed. RA 5 ll. 24-25. Liliana also argued that the language of the Decree unambiguously demonstrates the intent of the parties was for Miguel to execute and deliver the quitclaim deed within three months so that Liliana could refinance the Residence and subsequently pay Miguel his 50% equity. RA 6 ll. 19-25.

Liliana argued that Miguel has no equitable interest in the Residence, but even if he did, his interest would be limited to the equity at the time of the Decree. RA 6 ll. 3-4. She also argued that awarding Miguel 50% of the current equity in the residence would be unconscionable and would result in unjust enrichment as there was almost no equity in the residence at the time of the divorce and Miguel had not contributed in any way to the current equity or improvements to the Residence. RA 6 ll. 26 - RA 7 ll. 4.

On September 21, 2020, district court Judge Denise L. Gentile issued a decision on the papers granting Liliana's Motion. AA 51-56. The district court considered the arguments from each party, and it weighed the facts and the law. AA 54 ll. 14-15. The district court determined that, based on the holding in *Kuptz-Blinkinsop v. Blinkinsop*, Liliana was entitled to be transferred her ownership

interest in the Residence and that the real property interest in the Decree was not affected by the six-year statute of limitations. AA 54 ll. 16-20. The district court found that Miguel's right under the Decree was a money judgment owed to him in 2007, which was half the equity in the Residence at the time of the divorce. AA 54 ll. 23-27. The district court further found that Miguel's failed to assert his right for the money payment within six years of the Decree and that he was therefore time-barred from asserting his right to said money. AA 55 ll. 1-3. A formal Order based on the September 21 Minute Order was filed on October 21, 2020, and Notice of Entry was filed October 22, 2020. AA 51-56.

On October 22, 2021, Miguel filed his Notice of Appeal from the Order entered on October 21, 2020 and filed his Opening Brief was filed on August 4, 2021. Liliana's Answering Brief follows.

III.

ARGUMENT

SUMMARY OF ARGUMENT

Nevada law permits courts to issue decisions without holding a hearing. Pursuant to the Decree, Liliana was awarded the residence as her sole and separate property. Miguel was awarded a money judgment in the amount of half the value of the equity in the residence at the time of the divorce. In situations like this case, *Kutpz-Blinkinsop* clearly applies and dictates the correct result: the six-year statute

of limitations does not apply to real property in divorce decrees. Furthermore, NRS 11.190 applies to money judgments even if they are contained within a divorce decree.

To give off the appearance that his appeal has validity, Miguel has littered it with several blatant misrepresentations of the applicable law, of the district court's findings, and of the Decree.

The district court never admitted that it had no way to determine the value of Miguel's interest in the residence at the time of the divorce, but Miguel attacks the district court's decision for an abuse of discretion on that basis anyway. AOB at 5. The district court never applied *Davidson*, but Miguel attacks the district court's decision by claiming it erred in its application of *Davidson*. AOB at 6. The district court did not apply any condition subsequent in the Decree as if it were a forfeiture clause, but Miguel claims that the erred as a matter of law by ignoring a condition subsequent in the Decree.

Notably absent from the record is any contention that Miguel has contributed to the mortgage or any associated expenses for the Residence since the parties divorced. Miguel did not disclose that the parties refinanced the Residence and withdrew approximately $50,000 from it, the bulk of which used to purchase a new home for himself after the divorce. The underlying increase in equity in the Residence from 2007 to the present occurred after the parties divorced and during

which Miguel failed to contribute a single cent to expenses related to the Residence. Yet, Miguel absurdly claims that he is somehow entitled to 50% of the Residence's current equity.

Boiled down to its core, the question is whether each party's rights contained in the divorce decree are still enforceable. Miguel's rights in the decree are to the payment of money, which is governed by NRS 11.190. As detailed below, Miguel has no meritorious claim to interest in the Residence and certainly no claim to any increase in equity since the parties divorced. No abuse of discretion and no violation of due process occurred. Therefore, the district court's decision granting Liliana's Motion as outlined in its Order filed on October 21, 2021, was correct and exactly consistent with the recent precedent set in *Kuptz-Blinkinsop v. Blinkinsop*, 466 P.3d 1271 (Nev. 2020).

A. The District Court Did Not Violate Miguel's Right to Due Process by Issuing a Decision on the Papers.

Miguel mistakenly claims that the district court violated his right to due process by not holding a hearing. Miguel argues that Nevada's policy is that, "justice is best served when controversies are resolved on their merits whenever possible." AOB at 5. He cites several cases involving due process, but none of

them support his claim that the district court was required to hold an evidentiary hearing in this matter. *Id.* Miguel's cited cases[7] all involved default judgments. *Id.*

Miguel argues that, "denial of oral arguments when the district court acknowledges that it lacks the information required to adequately adjudicate a matter, the refusal to hold a hearing or allow oral argument is an abuse of discretion." AOB at 5. However, as explained below, Miguel misstates the facts of this case and the district court's findings in order to make his argument.

Miguel claims that the district court admitted that it had no way to determine the value of his interest in the residence at the time the Decree was filed. AOB at 5-6. Miguel further states that he had no opportunity to gather and present evidence to determine the value of his interest in the residence. AOB at 6. Based on this, Miguel argues that the district court should have held an evidentiary hearing to determine the value of his interest, that failure to do so was a constitutional violation, and that the judgment is defective as a result. *Id.*

Miguel is wrong for several reasons. Under Administrative Order 20-17, the district court has the authority to make decisions without holding a hearing. The

---

[7] *Gutenberg v. Continental Thrift and Loan Company*, 94 Nev. 173, 175, 576 P.2d 745 (1978), *Yochum v. Davis*, 98 Nev. 484, 653 P.2d 1215 (1982), *Lesley v. Lesley*, 113 Nev. 727, 941 P.2d 451 (1997).

Administrative Order specifically states that the Chief Justice has "inherent power to take actions necessary to administer justice efficiently, fairly, and economically." *Id.* at 2. EDCR 2.23(c) specifically provides that a court may rule on a motion on its merits without hearing oral argument. Furthermore, a court does not abuse its discretion when it reaches a result which could be found by a reasonable judge. *Goodman v. Goodman*, 68 Nev. 484, 236 P.2d 305 (1951).

Resolutions should be reached on the merits if possible, and here, they were. The district court not holding a hearing does not mean that that the resolution was not reached on the merits.

This Court held that the district court has discretion to deny motions without holding a hearing. *Rooney v. Rooney*, 109 Nev. 540 (Nev. 1993). While *Rooney* dealt with a motion to modify custody, the principle at issue is the same. In *Rooney*, the appellant argued that the district court erred by failing to hold a hearing on the merits of her motion. *Id.* at 542. In *Rooney*, this Court noted that despite the district court's decision to not hold a hearing, the district court did in fact analyze the parties' moving and opposition papers in reaching its decision. *Id.* Therefore, this Court concluded that the district court considered the appellant's motion, and that its order effectively denied said motion. *Id.*

Here, the district court considered the arguments from each party, and it weighed the facts and the law. AA 54 ll. 14-15. Clearly, the district court analyzed

the parties' moving and opposition papers in reaching its decision. Furthermore, the district court did not admit that it had "no way" to determine the value of Miguel's interest in the residence. The district court found that it had no information or record as it related to the value of the home in 2007. AA00054 ll. 23-27. Nevertheless, the district court clarified that Miguel failed to assert his rights to the money judgment owed to him in 2007 with six years of the Decree and that he was time-barred from asserting the right to said monies. AA00054 ll. 23 - AA 55 ll. 3.

In making its decision on the papers, the district court specifically found that Miguel had a money judgment that was time-barred by the six-year statute of limitations. With the money judgment being time-barred, the district court had all the information required to adequately adjudicate the matter. The value of equity in the residence in 2007 is not "required information" to adequately adjudicate the matter because Miguel is time-barred from asserting his right to the money judgment regardless. The value of the equity could have been $1 or $1,000,000 and it would be of no consequence to the decision made by the district court, which was made as a matter of law on the undisputed facts.

The district court did not violate Miguel's constitutional right to due process and it absolutely had all the information required to adequately adjudicate the matter without holding a hearing. The district court was not required to hold a

hearing when it was plainly evidence based on undisputed facts and this Court's precedent that Miguel's claim was without merit.

B. The District Court Properly Applied *Kuptz-Blinkinsop v. Blinkinsop* and NRS 11.190 to the interest of the parties.

1. Application of *Kuptz-Blinkinsop* to Liliana's interest.

The district court correctly applied *Kuptz-Blinkinsop*, 136 Nev. Adv. Rep, 466 P.3d 1271 (2020) to this case. In *Kuptz-Blinkisop*, the parties owned real property as joint tenants, which was awarded solely to the husband ("Husband") in their divorce. *Id.* at 1273. The wife ("Wife") was ordered to execute a quitclaim deed within ten days of the entry of divorce. *Id.* Wife never executed the quitclaim deed, Husband never requested that Wife do so and he never took action to enforce the decree. *Id.* Nine years after the divorce, Wife sought to partition the property because the decree had expired under NRS 11.190 and *Davidson v. Davidson*, 132 Nev. 709, 392 P.3d 880 (2016). *Id.*

Husband counterclaimed for quiet title and declaratory relief seeking a judicial declaration that he was the sole owner of the property and that Wife was judicially estopped from claiming any interest in the property. *Id.* Despite Wife's arguments that *Davidson* precluded Husband's claims, the Court held that Husband's action to enforce the real property distribution from the decree was not

subject to the six-year statute of limitations in NRS 11.190(1)(a). *Id.* As such, Husband was able to enforce his rights to obtain clear title from Wife. *Id.*

The facts of *Kuptz-Blinkinsop* are virtually identical to this case. Here, Liliana is enforcing the real property distribution in the Decree. The Decree clearly awarded Liliana the residence as her sole and separate property. The Decree states, that Liliana shall receive the family residence, period. The Decree also states that Miguel shall deliver an executed quitclaim deed so that Liliana can refinance under her sole name.

Like Wife in *Kuptz-Blinkinsop*, Miguel never executed the quitclaim deed and like Husband, Liliana did not take action to enforce the decree. Nevertheless, like Husband, Liliana obtained an award of real property ownership and her right to enforce her right to obtain clear title from Miguel it is not subject to the six-year statute of limitations. Despite Miguel's refusal to execute a quitclaim deed, Liliana owns the residence as her sole and separate property, and she is able to enforce her right to obtain clear title from Miguel.

2. Application of NRS 11.190 to Miguel's interest.

NRS 11.190 states in pertinent part that actions other than those for the recovery of real property may only be commenced within six years. The district court correctly concluded that, pursuant to NRS 11.190, Miguel's interest in the

residence is subject to the six-year statute of limitations because it is a money judgment.

Miguel argues that that the district court misapplied *Davidson v. Davidson*, 132 Nev. 709, 382 P.3d 880 (2016) in making its determination regarding when the statute of limitations began to accrue on Miguel's interest in the residence. AOB at 6. However, the district court did not apply *Davidson* in its Order at all. *Davidson* is irrelevant here. The district court only mentioned *Davidson* in its Order to address the allegations in Miguel's Opposition because Miguel mentioned *Davidson* himself. AA 54 ll. 3-6.

In *Davidson*, the Court held that "the accrual time for the limitations period in an action on a divorce decree commences from the last transaction." *Davidson* at 882. The Court in *Davidson* found that the statute of limitations began to run when the quitclaim deed was delivered. *Id.*

However, in *Kuptz-Blinkinsop*, the Court clarified that its holding in *Davidson* did not apply to claims for enforcement of real property distribution in divorce decrees because NRS 11.190(1)(a) unambiguously excludes from its purview actions from recovery of real property. 466 P.3d 1271, 1273 (Nev. 2020).

While *Davidson* and the instant case both involve a quitclaim deed, Miguel is seemingly arguing that this matter is analogous to *Davidson* merely because both cases involve a quitclaim deed. Miguel is obviously attempting to shoehorn

Davidson here in an attempt to breathe new life into his now time-barred right to assert his money judgment. Miguel's argument is essentially that his failure to deliver the executed quitclaim deed for thirteen years has preserved his money judgment because the *Davidson* court held that the statute of limitations begins to accrue when the quitclaim is delivered.

Miguel is confusing two entirely different interests. One is the money judgment in the amount of 50% of the value of the equity in the residence at the time of the divorce. The other is the ownership interest in the residence. What Miguel obtained in the Decree was a money judgment in the amount 50% of the equity of the residence at the time of the divorce, which is governed by NRS 11.190 and not by *Davidson*. Liliana obtained full ownership of the residence, which is not governed by NRS 11.190 or *Davidson*.

Miguel argues that he continues to hold 50% interest in the residence because he never delivered the quitclaim deed. However, his argument is unsupported by either law or fact. As stated above, *Davidson* does not apply. Furthermore, Miguel has had no ownership interest in the residence since the divorce. The Decree unambiguously states that Liliana shall receive the family residence, period. Liliana was awarded the residence with or without the executed quitclaim deed. The ensuing language in the Decree directs Liliana to refinance

and it directs Miguel to deliver the quitclaim deed to Liliana so that she can refinance the residence.

The Decree does not direct Miguel to deliver the executed quitclaim deed to Liliana so that she can obtain the residence as her sole and separate property. Rather, the Decree directs Miguel to deliver the executed quitclaim deed to Liliana so she can refinance the residence under her sole name.

The Decree then states that Miguel shall receive 50% of the "remaining equity" in the residence. The Decree clearly awarded Miguel money in the amount of half the equity in the residence at the time of the divorce, not 50% ownership in the residence. Therefore, the six-year statute of limitations began to accrue on Miguel's money judgment equal to half of the equity as soon as the Decree was filed.

Based on the foregoing, the district court did not err in applying NRS 11.190 to Miguel's money judgment and it never applied *Davidson* because *Davidson* is not applicable to this case.

C. There is No Condition Precedent in the Decree Controlling the Transfer of the Ownership Interest in the Residence.

Miguel claims that this matter is distinguishable from *Kuptz-Blinkinsop* because the Decree in *Kuptz-Blinkinsop* awarded the real property to Husband as

his sole and separate property while the real property award to Liliana as her sole and separate property was subject to a condition precedent. AOB at 7.

Miguel consumes the bulk of his Opening Brief arguing that the district court abused its discretion by ignoring the existence of a condition precent in the Decree. AOB at 7-13. Miguel argues that because the parties agreed that if Liliana refinanced the residence within three months of the Decree, Liliana would obtain complete ownership of the residence. AOB at 9. Miguel claims that the requirement to refinance the residence is a condition precedent to Liliana obtaining 100% ownership, and that if she did not refinance within three months of the Decree, Miguel would keep his interest. AOB at 10. Miguel further claims that while the Decree sets a three-month time limit on Liliana's ability to obtain 100% ownership, there is no time limit on his interest in the residence and no obligation for him to take any action to maintain his interest. AOB at 9-10. Lastly, with no facts to support his assertion, Miguel claims that the district court erroneously applied the condition precedent as a forfeiture clause, causing Miguel to retroactively forfeit his interest in the residence as a joint tenant or a tenant in common. AOB at 11.

First, Miguel is wrong because there is no condition precedent in the Decree whatsoever. Miguel has conjured up a condition precedent where none exists. Nothing in the Decree sets a condition that Liliana must refinance with three

months in order to acquire the residence as her sole and separate property. As explained above, the Decree clearly states that Liliana shall receive the residence, period. Though the Decree directs Liliana to refinance the residence within three months, it also states that Miguel shall deliver the executed quitclaim deed to Liliana so she can refinance the residence under her sole name.

Second, the purpose of refinancing is not to obtain full ownership, it is to obtain new mortgage. Miguel did not deliver the executed quitclaim deed to Liliana and consequently prevented her from refinancing. It is absurd for Miguel to claim that Liliana should have refinanced within three months to prevent ownership of the residence from defaulting to joint tenancy or tenancy in common. This is especially ridiculous when the Decree clearly directs Miguel to deliver the executed quitclaim deed specifically so that Liliana can refinance. Essentially, Miguel's position is that he prevented Liliana from fulfilling a non-existent condition precedent and that he should be rewarded for doing so by taking a 50% ownership interest in the residence as a result.

Third, the district court did not apply any condition subsequent as a forfeiture clause. As explained above, there is no condition subsequent. The district court did not impose a duty on Miguel to act to preserve his ownership interest. The district court reviewed the clear and unambiguous Decree and found that the Decree awarded Miguel a money judgment in the amount of half the value of the

equity at the time of the divorce, which falls under the purview of NRS 11.190. At no point did the district court hold that Miguel forfeited an ownership interest, nor did it state that Miguel had to take some affirmative action to preserve his interest in the residence. Miguel misrepresented the district court's findings several times in his Opening Brief, and this is perhaps the worst of them.

VI.

CONCLUSION

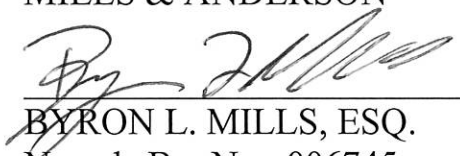
This case presents an ex-spouse who refused to comply with the terms of the Decree and who is shamelessly attempting to insert language in the Decree to obtain an ownership interest in a residence to which he has not contributed a single cent since the parties divorced.

The Decree is clear and unambiguous in that Miguel was awarded a money judgment equal to the value of half the equity in the residence and the time of the divorce in 2007. The Decree awarded the residence to Liliana as her sole and separate property. The district court correctly applied *Kuptz-Blinkinsop* to Liliana's ownership interest in real estate and NRS 11.190 to Miguel's money judgment. Miguel has made no showing that district court erred in any way whatsoever, much less "abused its discretion" or violated Miguel's right to due process.

As detailed above in Liliana's Motion, the Decree, Miguel's Opposition, and Liliana's Reply provided all the information necessary for the district court to make its decision without holding a hearing. This case was easily resolved based on the undisputed facts, NRS 11.190 and *Kuptz-Blinkinsop v. Blinkinsop*, 466 P.3d 1271 (Nev. 2020) as matter of law. Miguel's appeal is clearly without merit. This Court should affirm the district court's Order directing Miguel to sign a quitclaim deed in Liliana's favor and barring Miguel's claim for equity in Liliana's residence.

Respectfully submitted by:

MILLS & ANDERSON



BYRON L. MILLS, ESQ.
Nevada Bar No.: 006745
MILLS & ANDERSON
703 S. 8th Street
Las Vegas, Nevada 89101
(702) 386-0030
Counsel for Respondent

CERTIFICATE OF COMPLIANCE

1. I hereby certify that this brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type style requirements of NRAP 32(a)(6) because this brief has been prepared in a proportionally spaced typeface using Microsoft Word in 14 point Times New Roman font.

2. I further certify that this brief complies with the page- or type-volume limitations of NRAP 32(a)(7) because, excluding the parts of the brief exempted by NRAP 32(a)(7)(C), it does not exceed 30 pages.

3. Finally, I hereby certify that I have read this appellate brief, and to the best of my knowledge, information, and belief, it is not frivolous or interposed for any improper purpose. I further certify that this brief complies with all applicable Nevada Rules of Appellate Procedure, in particular NRAP 28(e)(1), which requires every assertion in the brief regarding matters in the record to be supported by a reference to the page and volume number, if any, of the transcript or appendix where the matter relied on is to be found.

//

//

I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

Dated this 18 day of September, 2021.

Respectfully submitted by,

MILLS & ANDERSON

By: _____

BYRON L. MILLS, ESQ.
Nevada Bar No. 006745
MILLS & ANDERSON
703 S. 8th Street
Las Vegas, Nevada 89101
(702) 386-0030
Counsel for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of September, 2021, I served a true and correct copy of the **RESPONDENT'S ANSWERING BRIEF** on the parties in this case by electronically filing via the Court's e-filing system, as follows:

AARON D. GRGSBY, ESQ.
Nevada Bar No. 009043
Grigsby Law Group
2880 W. Sahara Ave.
Las Vegas, NV 89102
aaron@grigsbylawgroup.com

DATED: September 17, 2021.

/s/ _____
An employee of MILLS & ANDERSON