

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

Electronically Filed
Sep 17 2021 02:37 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

RESPONDENT'S APPENDIX – VOLUME I

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

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 APPENDIX - VOLUME I** 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.

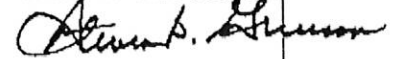
Las Vegas, NV 89102

aaron@grigsbylawgroup.com

DATED: September 17th, 2021.

/s/ 
An employee of MILLS & ANDERSON

DOCUMENT	VOLUME	BATE NO.
Plaintiff's Reply to Defendant's Opposition to Plaintiff's Motion to Enforce Decree of Divorce and Other Related Relief and Opposition to Defendant's Countermotion for Attorney's Fees Filed on September 2, 2020	I	RA00001-9



1 **RPLY**
2 BYRON L. MILLS, ESQ.
3 Nevada Bar No. 6745
4 DANIEL W. ANDERSON, ESQ.
5 Nevada Bar No. 9955
6 MILLS & ANDERSON
7 703 S. 8TH Street
8 Las Vegas NV 89101
9 (702) 386-0030
10 Attorneys for Plaintiff

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**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: September 23, 2020
Hearing Time: 2:00 pm

**ORAL ARGUMENT IS
REQUESTED**

**PLAINTIFF'S REPLY TO DEFENDANT'S OPPOSITION TO PLAINTIFF'S
MOTION TO ENFORCE DECREE OF DIVORCE AND OTHER RELATED
RELIEF AND OPPOSITION TO DEFENDANT'S COUNTERMOTION FOR
ATTORNEY'S FEES**

COMES NOW the Plaintiff, LILIANA C. GONZALEZ nka LILIANA C. GARCIA, by and through her attorney DANIEL W. ANDERSON, ESQ., of the law firm of MILLS & ANDERSON, 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.

1 On August 5, 2020, Liliana filed a Motion to Enforce Decree of Divorce and Other
2 Related Relief, after unsuccessful requests for Miguel to sign the quitclaim. On August
3 17, 2020, Miguel filed an Opposition to Liliana's Motion and a Countermotion for
4 Attorney's Fees. In his Opposition, Miguel argues that the Court does not have
5 jurisdiction to enforce the Decree because Liliana's claim is barred by the statute of
6 limitations, that the Decree is clear and unambiguous, and that Miguel is entitled to 50%
7 of the current equity in the home. The following Reply outlines why Miguel's
8 Opposition is inaccurate and misconstrues the matter.

9 II.
10 REPLY

11 *a. The Court has jurisdiction over Liliana's claim, which is not barred by the*
12 *statute of limitations.*

13 Miguel argues that the Court does not have jurisdiction because Liliana's claim is
14 barred by the statute of limitations. He incorrectly relies on *Davidson v. Davidson*. 132
15 Nev. 709 (2016). The Nevada Supreme Court has "clarify[ed] that [its] holding in
16 *Davidson* does not apply to claims for enforcement of real property distribution in
17 divorce decrees because NRS 11.190(1)(a) unambiguously excludes from its purview
18 actions for recovery of real property." *Kuptz-Blinkinsop v. Blinkinsop*, 466 P.3d 1271
19 (Nev. 2020).

20 In *Kuptz-Blinkinsop*, the parties owned real property as joint tenants, which was
21 awarded solely to the husband in their divorce. *Id.* The wife was ordered to execute a
22 quitclaim deed within ten days of the entry of divorce. *Id.* The wife never executed the
23 quitclaim deed and the husband never demanded that she do so or sought action to
24 enforce the decree. *Id.* Nine years after the divorce, the wife sought to partition the
25 property because the decree had expired under NRS 11.190 and *Davidson*. *Id.* The
26 husband counterclaimed for quiet title and declaratory relief. *Id.* Despite the wife's
27 arguments that *Davidson* precluded the husband's claims, the Court held that his action
28 to enforce the real property distribution from the decree was not subject to the six-year

1 statute of limitations in NRS 11.190(1)(a). *Id.* As such, the husband was able to enforce
2 his right to obtain clear legal title from his ex-wife.

3 The facts of the *Kuptz-Blinkinsop* are virtually identical in this case. Here, Liliana
4 is seeking to enforce the real property distribution in the decree of divorce, which
5 awarded her the marital home as her sole and separate property. As in *Kuptz-Blinkinsop*,
6 Liliana's claim is not time barred as she is merely seeking to enforce that award of real
7 property, to which NRS 11.190 does not apply. As such, this Court can and should direct
8 Miguel to sign the quitclaim deed without further argument.

9 Conversely, as Miguel has astutely pointed out, Miguel's award of the value of
10 the equity of the home is not a real property award, and thus barred by *Davidson*.
11 Notwithstanding this fact, Liliana still attempted to settle this matter with him and made
12 a good faith offer to pay him \$5,000, despite the facts that 1) there was no equity in the
13 home in 2007 due to a cash out refinance the year before, and the market crash in 2007,
14 and 2) Miguel's claim to that money is time-barred under NRS 11.190 and *Davidson*.

15 Miguel's actions and refusal to execute the quitclaim deed have caused the current
16 dispute. His attempts to blame Liliana for failing to refinance within three months of
17 the decree or for the property remaining on his credit are merely attempts to deflect
18 from the fact that all of that was caused by his refusal to execute the quitclaim deed. It
19 is nonsensical for Miguel to claim that he has been burdened or disadvantaged by being
20 listed on the property while simultaneously refusing to act to remove himself. Miguel
21 tries to blame Liliana for his difficulties in refinancing his current home, though his
22 challenges are almost certainly related to his prior default on a mortgage loan.
23 Regardless of Miguel's efforts to distract, deflect, and blame, Liliana's claim is not
24 barred by the statute of limitations and this Court should grant her motion.

25 Even if the Court could find that *Davidson* applies, Miguel incorrectly applies it
26 to this matter. In *Davidson*, the Nevada Supreme Court held that NRS 11.190(1)(a),
27 requiring an action to enforce a judgment be brought within six years, applies to family
28 matters in the district court. *Id.* at 711. However, the Court also held that "the accrual

1 time for the limitations period in an action on a divorce decree commences from the last
2 transaction.” *Id.*

3 In *Davidson*, the parties’ decree of divorce required the wife to execute a quitclaim
4 deed and relinquish her rights in the marital home while requiring the husband to pay
5 her one-half of the equity in the home. *Id.* at 712. The wife executed the quitclaim deed
6 and the parties reconciled. *Id.* Eight years after the divorce, the wife sought to enforce
7 the decree, arguing that she never received the payment. *Id.* While the Court held that
8 the six-year statute of limitations applied, it specifically held that the last transaction
9 occurred when the wife signed and delivered the quit claim deed. *Id.* at 711. The Court
10 stated that “when a litigant seeks to enforce a provision in a decree awarding him or her
11 half of the equity in marital property, the statute of limitations begins to accrue when
12 there is evidence of indebtedness, which occurred” when the wife delivered the
13 quitclaim deed. *Id.* at 718.

14 Here, Miguel never executed or delivered the quitclaim deed, so the statute of
15 limitations did not begin to run. The last transaction in the divorce decree never
16 occurred. Liliana could not refinance the home without the quitclaim deed and Miguel
17 did not execute or deliver it. Under *Davidson*, the statute of limitations did not begin to
18 run, and Liliana’s claim is not barred. The Court should grant her motion.

19 ***b. The Decree of Divorce clearly and unambiguously states that Miguel must***
20 ***deliver an executed quit claim deed to Liliana so she may refinance.***

21 In his Opposition, Miguel seems to be trying to argue that the Decree clearly and
22 unambiguously gives both parties an undivided interest in the property if Liliana did not
23 refinance the property in the three months. In fact, no such language exists in the Decree.
24 Though the Decree directs Liliana to refinance within three months, it also clearly states
25 that Miguel must deliver the executed quit claim deed to her to facilitate the refinancing.
26 “Wife shall refinance a property under her sole name within three months from the date
27 of decree of divorce. To the effect of refinancing under her sole name, husband shall
28 deliver executed quit claim deed to wife.” Liliana was unable to refinance because

1 Miguel failed to execute the quitclaim deed. Based on the plain language in the Decree,
2 the Court should grant Liliana's motion.

3 *c. Miguel has no equitable interest in the home. Alternatively, his interest is*
4 *limited to the equity at the time of the Decree.*

5 In his Opposition, Miguel tries to argue that he retains an undivided interest in the
6 property, or that he is entitled to 50% of the current equity. He claims that he has an
7 undivided interest in the property because Liliana did not refinance the home within
8 three months of the decree. However, that notion is not supported by the Decree or
9 Nevada law. The Decree does not condition Liliana's award of the property on her
10 refinancing within three months. In contrast, the directive to refinance within three
11 months is subject to the condition that Miguel execute the quitclaim deed.

12 Further, as discussed above, Liliana's claim is not barred by the statute of
13 limitations because she is seeking enforcement of an award of real property. In contrast,
14 any interest in the home's equity that Miguel may have held is not a real property
15 interest. As such, any claim to the home's equity is barred by *Davidson*.

16 If the Court finds that Miguel does have an equitable interest in the property, his
17 interest is limited to the equity in the home at the time of the divorce. Miguel argues
18 that the only time specific language in the Decree refers to the time frame for Liliana to
19 refinance. The time requirement necessarily applies to Miguel's obligation to execute
20 and deliver the quitclaim deed, as Liliana cannot refinance without it. The three-month
21 time limit, which applied to both parties, clearly indicates that the parties intended the
22 necessary actions to be completed quickly and that Miguel's 50% equity would be paid.
23 Though the Decree does not specifically state that equity award referenced the equity at
24 the time of divorce, such specific language is not needed. The Decree unambiguously
25 demonstrates the intention of the order.

26 Additionally, awarding Miguel 50% of the current equity in the home would be
27 unconscionable and would result in his unjust enrichment. The parties refinanced the
28 home in 2006 and withdrew \$50,000 in equity, which Miguel maintained sole control

1 over. After the housing market crashed in 2007, there was little to no equity in the home
2 when the parties divorced. Despite this, Liliana has maintained the home, paying all
3 mortgage payments and associated home expenses. Miguel has not contributed anything
4 to the current equity or improvements to the home. Though she had no obligation to, in
5 2008, Liliana provided Miguel with financial assistance to help him purchase a different
6 home.

7 Liliana's requests are reasonable and supported by the Decree and the laws of
8 Nevada. Despite Miguel's efforts to blame Liliana and gain a windfall, he has failed to
9 show why Liliana's motion is not supported under the law. The Court should grant her
10 motion in its entirety.

11
12 **III.**
13 **ARGUMENT IN OPPOSITION**

14 Along with his Opposition, Miguel filed a Countermotion requesting attorney's
15 fees.

16 **A. MIGUEL'S REQUEST FOR ATTORNEY'S FEES SHOULD BE DENIED.**
17

18 There is no basis to grant Miguel's request for attorney's fees. He argues that
19 Liliana's motion is frivolous. However, as discussed above, her motion is supported by
20 the Decree and Nevada law. Liliana has acted in good faith but was forced to file the
21 motion seeking the Court's assistance because of Miguel's continued refusal to execute
22 the quitclaim deed or settle this matter. Liliana expects a successful result in this matter.
23 The Court should deny Miguel's countermotion for attorney's fees and award Liliana
24 with her reasonable attorney's fees and costs.

25
26 **IV.**
27 **CONCLUSION**
28


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

- 3 1. An Order of the Court directing Defendant to sign a Quitclaim Deed in
4 favor of the Plaintiff on 2767 La Canada Street in exchange for 50% of the
5 equity existing at the time of entry of the Decree.
6 2. For an Order of the Court awarding Plaintiff attorney's fees and costs in
7 the amount of \$2,500.00.
8 3. An Order of the Court denying the Defendant's Countermotion in its
9 entirety.
10 4. For such other and further relief as this Court deems just and proper.

11 DATED this 2nd day of Sept. 2020.

12 MILLS & ANDERSON

13
14 By:

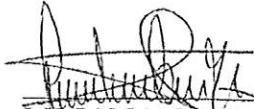

15 BYRON L. MILLS, ESQ.
16 Nevada Bar No. 9955
17 DANIEL W. ANDERSON, ESQ.
18 Nevada Bar No. 9955
19 703 S. 8th Street
20 Las Vegas, Nevada 89101
21 (702) 386-0030
22 Attorneys for Plaintiff
23
24
25
26
27
28

1 AFFIDAVIT OF LILIANA GARCIA IN SUPPORT

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

- 5 LILIANA GARCIA, being first duly sworn according to law, deposes and says:
- 6 1. I have provided all of the information, dates and incidents for use in this Motion
7 and state under oath that the information contained therein and which I have read,
8 corrected and approved, is true and correct to the best of my knowledge.
9 2. Based on my knowledge, belief and information and as though repeated herein by
10 my affidavit, I incorporate the facts and incidents of the motion as though fully
11 reprinted in this affidavit.
12

13 WHEREFORE, I respectfully request that this Court grant the relief requested.
14 FURTHER AFFIANT SAYETH NAUGHT.

15 
16 LILIANA GARCIA

17 SUBSCRIBED and SWORN to before me
18 this 21 day of August 2020.

19 
20 NOTARY PUBLIC in and for Said
21 County and State

