

# IN THE SUPREME COURT OF THE STATE OF NEVADA

ANA MARIA SALAS; AND TYLER  
KYLE EDENFIELD ,  
Appellant(s),

vs.

GABINO GUARDADO,  
Respondent(s),

Electronically Filed  
May 27 2022 10:22 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

Case No: D-20-602873-F

Docket No: 84667

# RECORD ON APPEAL VOLUME 3

**ATTORNEY FOR APPELLANT**  
ANA MARIA SALAS, PROPER PERSON  
903 9TH AVE., UNIT 51  
SEATTLE, WA 98104

**ATTORNEY FOR RESPONDENT**  
BYRON L. MILLS, ESQ.  
703 S. 8<sup>TH</sup> ST.  
LAS VEGAS, NV 89101

D-20-602873-F      Ana Maria Salas, Tyler Kyle Edenfield, Plaintiff. vs. Gabino Guardado, Defendant.

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1 7. Furthermore, pursuant to the Order, Ana Maria shall produce the child as  
2 ordered by the Court.<sup>3</sup>

3 8. February 28, 2022, Ana Maria's current counsel filed Substitution of  
4 Attorney.

5 9. On March 1, 2022, Ana Maria filed another Motion for Reconsideration,  
6 asserting Lack of Subject Matter Jurisdiction and Personal Jurisdiction.

7 10. As of March 14, 2022, Ana Maria has not produced the child and as stated  
8 above, she has chosen to challenge the validity of the Court's orders instead.

9 11. Pursuant to NRCF 60(c)(2), a Motion for Relief from Judgment or Order  
10 does not affect the judgment's finality or suspend its operation.

11 12. As such, Maria's filing of the Motion for Reconsideration on March 1, 2022  
12 does not suspend the operation of the Order. Specifically, it does not excuse Ana  
13 Maria from producing the child.

14 13. By refusing to produce the child, Ana Maria has violated the Order  
15 filed on February 15, 2022, which states in relevant part that, "Ana Maria shall  
16 produce the child as ordered by the Court." Furthermore, given that Gabino is the  
17 sole legal and sole physical custodian of the child, Ana Maria has deprived Gabino  
18 of custodial time since the Order was filed.

19 14. Due to Ana Maria's noncompliance with the Court's order, I was  
20 forced to incur additional attorney's fees that could have been avoided otherwise.

21 15. I have provided all the information, dates and incidents for use in this  
22 application and state under oath that the information contained therein and which  
23 I have read, corrected and approved, is true and correct to the best of my  
24 knowledge.

25  
26  
27  
28 <sup>3</sup> *Id.* at 4:10-11. (Page 4, lines 10-11 of the Order filed February 15, 2022.)

1 16. Based on my knowledge, belief and information and as though repeated  
2 herein by my affidavit, I respectfully request that the Court issue an order to  
3 show cause against Defendant for the violations set forth in this affidavit.

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

5 FURTHER AFFIANT SAYETH NAUGHT.

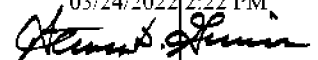
6 */S/ GABINO GUARDADO*

7  
8 GABINO GUARDADO<sup>4</sup>

9 SUBSCRIBED and SWORN to before me  
10 this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

11 \_\_\_\_\_  
12 NOTARY PUBLIC in and for Said County and State  
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26 <sup>4</sup> The original ExParte was signed and notarized by Defendant. This amendment is for the  
27 purpose of referencing the page and lines of the controlling Order and not to change the  
28 facts.

  
CLERK OF THE COURT

1 **OSC**  
2 **BYRON L. MILLS, ESQ.**  
3 Nevada Bar No. 6745  
4 **MILLS & ANDERSON**  
5 703 S. 8<sup>th</sup> Street  
6 Las Vegas Nevada 89101  
7 702-386-0030  
8 *Attorney for Defendant*  
9 attorneys@millsnv.com

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

11 **ANA M. SALAS**  
12 **TYLER EDENFIELD,**

13 **Plaintiff,**

14 **vs.**

15 **GABINO GUARDADO,**

16 **Defendant.**

CASE NO.: D-20-602873-F  
DEPT. NO.: X

DATE OF HEARING: 04/11/22  
TIME OF HEARING: 10:00 A.M.

17  
18 **ORDER TO SHOW CAUSE MOTION FOR CONTEMPT AND FOR**  
19 **ATTORNEY'S FEES**

20  
21 **TO: ANA M. SALAS, ESQ., and**

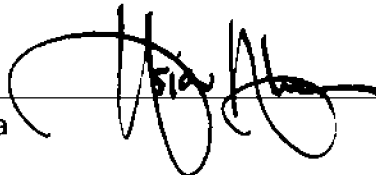
22 **TO: AMANDA ROBERTS, ESQ., ROBERTS STOFFEL FAMILY LAW**  
23 **GROUP**

24 **YOU ARE HEREBY ORDERED** to appear in person before the  
25 Honorable HEIDI ALMASE in Department No. X at Family Court, 601 N. Pecos,  
26 Las Vegas, Nevada 89101 at the hour of 10AM m., and show cause, if any you  
27 have, why this Court should not find the Plaintiff, ANA M. SALAS, in contempt  
28

1 of court for violating this Court's Order filed on February 15, 2022, for failing to  
2 produce the child. The Order states in relevant part that, "Ana Maria shall  
3 produce the child as ordered by the Court." Furthermore, given that Gabino is the  
4 sole legal and sole physical custodian of the child, Ana Maria has deprived Gabino  
5 of custodial time since the Order was filed.

6 **YOU ARE FURTHER ORDERED** that if you fail to appear at this  
7 hearing before this court a bench warrant for your arrest <sup>may issue (HA).</sup> ~~will be issued.~~


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9  
10 Dated this 24th day of March, 2022

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13 ha

14  
15 FF8 A4F B78D DC37  
16 Heidi Almase  
District Court Judge

17 Submitted by:

18 MILLS & ANDERSON

19   
20 BYRON L. MILLS, ESQ.  
21 Bar No. 6745  
22 703 S. Eighth Street  
Las Vegas, Nevada 89101  
Attorney for Defendant

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Ana Maria Salas, Tyler Kyle  
Edenfield, Plaintiff.

CASE NO: D-20-602873-F

7 vs.

DEPT. NO. Department X

8  
9 Gabino Guardado, Defendant.

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 3/24/2022

15 Amanda Roberts, Esq.

efile@lvfamilylaw.com

16 Byron Mills

modonnell@millsnv.com

17 Peter Isso, Esq.

peter@issolaw.com

18 Gabino Guardado

sugeryr@yahoo.com

19 John Lanning, Esq.

jlanning@issolaw.com



NEO  
BYRON L. MILLS, ESQ.  
Nevada Bar #6745  
MILLS & ANDERSON  
703 S. 8<sup>th</sup> Street  
Las Vegas NV 89101  
(702) 386-0030  
attorneys@millsnv.com  
*Attorney for Defendant*

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

ANA M. SALAS AND  
TYLER EDENFIELD

Plaintiff,

vs.

GABINO GUARDADO,

Defendant.

CASE NO.: D-20-602873-F

DEPT. NO.: X

DATE OF HEARING: 04/11/22

TIME OF HEARING: 10:00 A.M.

**NOTICE OF ENTRY OF ORDER TO SHOW CAUSE**

**TO: ALL PARTIES IN INTEREST**

**YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE** that pursuant to **N.R.C.P. Rule 58**, an **ORDER TO SHOW CAUSE** was entered in the above-entitled matter on March 24, 2022, copy of which is attached hereto.

DATED this 25<sup>th</sup> day of March, 2022.

MILLS & ANDERSON

**/S/ BYRON L. MILLS**

BYRON L. MILLS, ESQ.  
Bar No. 6745  
703 South Eighth Street  
Las Vegas, Nevada 89101  
Attorney for Defendant



1 Salas

2 D-20-602873-F

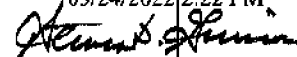
3 **CERTIFICATE OF ELECTRONIC SERVICE**

4 The Undersigned, pursuant to NRCP 5(b)(2)(D) and EDCR 8.05, does hereby  
5 state and declare that on the 25<sup>TH</sup> day of February, 2022, I served a true and correct  
6 copy of the **NOTICE OF ENTRY OF ORDER with the Order** by delivering via  
7 electronic service utilizing the Odyssey E-File and Serve system to the person(s)  
8 identified below as follows:

9 Amanda Roberts, Esq. (efile@lvfamilylaw.com)

11 ***/S/ MARY O'DONNELL***

12 \_\_\_\_\_  
13 An Employee of Mills & Anderson  
14  
15  
16  
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CLERK OF THE COURT

1 **OSC**  
2 **BYRON L. MILLS, ESQ.**  
3 **Nevada Bar No. 6745**  
4 **MILLS & ANDERSON**  
5 **703 S. 8<sup>th</sup> Street**  
6 **Las Vegas Nevada 89101**  
7 **702-386-0030**  
8 *Attorney for Defendant*  
9 *attorneys@millsnv.com*

10 **DISTRICT COURT**  
11 **FAMILY DIVISION**  
12 **CLARK COUNTY, NEVADA**

13 **ANA M. SALAS**  
14 **TYLER EDENFIELD,**

15 **Plaintiff,**

16 **vs.**

17 **GABINO GUARDADO,**

18 **Defendant.**

CASE NO.: D-20-602873-F  
DEPT. NO.: X

DATE OF HEARING: 04/11/22  
TIME OF HEARING: 10:00 A.M.

19 **ORDER TO SHOW CAUSE MOTION FOR CONTEMPT AND FOR**  
20 **ATTORNEY'S FEES**

21 **TO: ANA M. SALAS, ESQ., and**

22 **TO: AMANDA ROBERTS, ESQ., ROBERTS STOFFEL FAMILY LAW**  
23 **GROUP**

24 **YOU ARE HEREBY ORDERED** to appear in person before the  
25 Honorable HEIDI ALMASE in Department No. X at Family Court, 601 N. Pecos,  
26 Las Vegas, Nevada 89101 at the hour of 10AM m., and show cause, if any you  
27 have, why this Court should not find the Plaintiff, ANA M. SALAS, in contempt  
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1 of court for violating this Court's Order filed on February 15, 2022, for failing to  
2 produce the child. The Order states in relevant part that, "Ana Maria shall  
3 produce the child as ordered by the Court." Furthermore, given that Gabino is the  
4 sole legal and sole physical custodian of the child, Ana Maria has deprived Gabino  
5 of custodial time since the Order was filed.

6 **YOU ARE FURTHER ORDERED** that if you fail to appear at this  
7 hearing before this court a bench warrant for your arrest <sup>may issue (HA).</sup> ~~will be issued.~~  
8  
9


10 Dated this 24th day of March, 2022

11  
12   
13 ha  
14

15 FF8 A4F B78D DC37  
16 Heidi Almase  
District Court Judge

17 Submitted by:

18 MILLS & ANDERSON

19   
20 BYRON L. MILLS, ESQ.  
21 Bar No. 6745  
22 703 S. Eighth Street  
Las Vegas, Nevada 89101  
Attorney for Defendant  
23  
24  
25  
26  
27  
28

**THIS SEALED  
DOCUMENT,  
NUMBERED PAGE(S)  
488 - 497  
WILL FOLLOW VIA  
U.S. MAIL**



COS  
BYRON L. MILLS, ESQ.  
Nevada Bar #6745  
MILLS & ANDERSON  
703 S. 8<sup>th</sup> Street  
Las Vegas NV 89101  
(702) 386-0030  
attorneys@millsnv.com  
*Attorney for Defendant*

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

ANA M. SALAS AND  
TYLER EDENFIELD

Plaintiff,

vs.

GABINO GUARDADO,

Defendant.

CASE NO.: D-20-602873-F  
DEPT. NO.: X

**CERTIFICATE OF ELECTRONIC SERVICE**

The Undersigned, pursuant to NRCP 5(b)(2)(D) and EDCR 8.05, does hereby state and declare that on the 29<sup>th</sup> day of March, 2022, I served a true and correct copy of the Defendant's Financial Disclosure Form by delivering via electronic service utilizing the Odyssey E-File and Serve system to the person(s) identified below as follows:

Amanda Roberts, Esq. (efile@lvfamily law.com)

***/S/ MARY O'DONNELL***

An Employee of Mills & Anderson

# Mary O'Donnell

**From:** no-reply@efilingmail.tylertech.cloud  
**Received:** Tue 3/29/2022 2:46 PM  
**To:** Mary O'Donnell  
**Cc:**

**Subject:** Notification of Service for Case: D-20-602873-F, Ana Maria Salas, Tyler Kyle Edenfield, Plaintiff,vs. Gabino Guardado, Defendant. for filing Financial Disclosure Form - FDF (FAM), Envelope Number: 9606571



## Notification of Service

Case Number: D-20-602873-F  
Case Style: Ana Maria Salas, Tyler Kyle Edenfield,  
Plaintiff,vs. Gabino Guardado, Defendant.  
Envelope Number: 9606571

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
<b>Case Number</b>	D-20-602873-F
<b>Case Style</b>	Ana Maria Salas, Tyler Kyle Edenfield, Plaintiff,vs. Gabino Guardado, Defendant.
<b>Date/Time Submitted</b>	3/29/2022 2:45 PM PST
<b>Filing Type</b>	Financial Disclosure Form - FDF (FAM)
<b>Filing Description</b>	General Financial Disclosure Form
<b>Filed By</b>	Jessica Titolo
<b>Service Contacts</b>	Ana Maria Salas: Amanda Roberts, Esq. (efile@lvfamilylaw.com) Peter Isso, Esq. (peter@issolaw.com) John Lanning, Esq. (jlanning@issolaw.com)  Gabino Guardado: Byron Mills (modonnell@millsnv.com)

Document Details	
<b>Served Document</b>	<a href="#">Download Document</a>
This link is active for 30 days.	

*Heather S. Linn*

CLERK OF THE COURT

1 ORDR

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 ANA MARIA SALAS AND TYLER KYLE  
7 EDENFIELD,

8 Plaintiff,

9 vs.

10 GABINO GUARDADO,

11 Defendant

Case No: D-20-602873-F

Dept. No: X

12 **ORDER DENYING PLAINTIFF ANA MARIA SALAS MOTION FOR**  
13 **RECONSIDERATION**

14 This matter was scheduled for April 11, 2022 hearing on Plaintiff Ana (Ana) Maria Salas'  
15 March 1, 2022 Motion for Reconsideration. On March 17, 2022, Defendant Gabino (Gabino)  
16 Guardado filed his Opposition and Countermotion for Contempt and Award for Attorney Fees  
17 and Costs. Ana did not file a responsive pleading to Gabino's March 17, 2022 countermotions  
18 and the time for filing any responsive pleading has passed.

19  
20 This Court exercises discretion granted it pursuant to EDCR 2.23(c) to decide these  
21 issues without recourse to oral argument. Consequently, the Court ORDERS the April 11, 2022  
22 hearing VACATED.

23 This case involves the Registration of an Out of State Child Custody Determination. See  
24 Petition for Registration of Out of State Child Custody Determination (filed January 24,  
25 2020)(judgment from Craven County, North Carolina). See also Notice of Filing of Certified  
26 Order (filed March 5, 2020)(certified copy of North Carolina orders)(attached Certificate of  
27 Service by USPS Certified Mail/Return Receipt Requested); and Order Regarding Registration  
28

1 of Out of State Child Custody Determination (filed July 29, 2020).

2 This matter involves one (1) minor child: YASLINE ALEJANDRA GUARDADO-  
3 SALAS, born February 9, 2014. The parties in this case are Ana Maria Salas and Tyler (Tyler)  
4 Kyle Edenfield, maternal aunt and maternal uncle (by marriage). Gabino is Yasline's natural  
5 father. Paolo (Paola) Salas is Yasline's natural mother. Neither Tyler nor Paolo have  
6 participated in any manner in the instant Nevada matter. The governing order in this case,  
7 following substantial proceedings in the prior judicial department, was filed December 21, 2020  
8 and granted Gabino SOLE LEGAL and SOLE PHYSICAL CUSTODY of Yasline. See Order  
9 from August 6, 2020 Hearing at p.6, ll.25-28 (filed December 21, 2020).

10 On March 24, 2022, this Court GRANTED Gabino's March 17, 2022 Ex parte  
11 Application for Order to Show Cause directing Ana to appear in person before this Court on  
12 April 11, 2022. Because this Court has vacated the April 11, 2022 hearing on Ana's Motion for  
13 Reconsideration, Gabino's Order to Show Cause directing Ana to appear in person is likewise  
14 VACATED. However, the Court has chosen to separately address this issue herein. Specifically,  
15 this Court's January 26, 2021 Order for Immediate Pick Up and Return of the Minor Child and  
16 July 2, 2021 Warrant to Take Physical Custody of a Child pursuant to NRS 125D.200 remain  
17 valid and active orders in this case. The Court FINDS, to date, neither the January 26, 2021 or  
18 July 2, 2021 orders have been effectuated. The Court further FINDS, in the year and a half since  
19 Gabino was granted sole legal and sole physical custody of his child, he has been unable to  
20 effectuate that order.

## 21 **PROCEDURAL TIMELINE**

22 On March 2, 2017, a court of Craven County, North Carolina, finding North Carolina was  
23 Yasline's home state, granted Ana and Tyler "exclusive physical and legal custody" via a default  
24



1 proceeding wherein neither Paola or Gabino were present or had filed any responsive pleadings.  
2 See North Carolina Custody Order at p.4, sections 3 and 4 (filed March 2, 2017). The North  
3 Carolina Court further found Paola and Gabino had “by their actions and inactions . . .  
4 surrendered all parenting responsibilities of this child to the plaintiffs. They have failed to  
5 adequately financially or emotionally support the child and have not seen the child since October,  
6 2015 thereby abandoning the child.” Id. The North Carolina Court found both Paola and Gabino  
7 were last known residents of Nevada. Id. at p.2, sections 7-9. This Court FINDS neither parent  
8 was found unfit by the North Carolina Court and substance abuse was attributed to Paola only.  
9

10 On January 24, 2020, Gabino filed his Petition (Petition) for Registration of Out of State  
11 Child Custody Determination in Nevada. Attached at Exhibit 1 was a file-stamped copy of a  
12 March 2, 2017 Craven County, North Carolina Custody Order. See January 24, 2020 Petition at  
13 Exhibit 1. The March 2, 2017 North Carolina Custody Order was not a certified copy. Id.  
14

15 On January 27, 2020, Gabino filed his Motion (Motion) to Modify Child Custody [to Sole  
16 Legal and Sole Physical Custody], Child Support and for Attorney Fees and Costs.  
17

18 On February 6, 2020, Gabino filed an Affidavit of Service by substitute personal service on  
19 Ethel Adalto, a cousin and co-occupant of Tyler Edenfield, for the Petition, Notice of Petition,  
20 Gabino’s Motion, Exhibits and Notice of Hearing. See Affidavit of Service (filed February 6,  
21 2020)(date of service February 5, 2020). Service occurred in Las Vegas, Nevada. Id. Also on  
22 February 6, 2020, Gabino filed an Affidavit of Service by substitute personal service on Ethel  
23 Adalo, a cousin and co-occupant of Ana Salas, for the Petition, Notice of Petition, Gabino’s  
24 Motion, Exhibits and Notice of Hearing. See Affidavit of Service (filed February 6, 2020)(date  
25 of service February 5, 2020). Service of these documents also occurred in Las Vegas, Nevada.  
26  
27 Id.  
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1 On March 5, 2020, Gabino filed a Notice of Filing of Certified Order which included, at  
2 Exhibit A, a certified copy of the March 2, 2017 Craven County, North Carolina Custody Order.  
3 Included in the Notice was a Certificate of Service by USPS Certified Mail/Return Receipt  
4 Requested addressed to Ana Salas and Tyler Edenfield at 1216 Silver Lake Drive, Las Vegas,  
5 NV 89108.  
6

7 On March 9, 2020, Gabino's January 27, 2020 motion was scheduled for hearing. The  
8 March 9, 2020 hearing was the initial hearing in this case.<sup>1</sup> Gabino was present with his attorney  
9 and certified court interpreter Ximena Fiene. Neither Ana, Tyler nor Paola were present. The  
10 presiding judicial officer found a UCCJEA conference with North Carolina was not required as it  
11 appeared none of the parties resided in North Carolina. However, the Court found Paola, as  
12 natural mother, was entitled to have notice of the Nevada proceedings. Consequently, Gabino  
13 was ordered to conduct a due diligence search for Paola with service by publication allowed.  
14

15 On April 13 and 16, 2020, Gabino filed Affidavits of Attempted Service for Paola Salas who  
16 was believed to be residing in Las Vegas, Nevada. On April 21, 2020, following his Ex parte  
17 Application, an Order for Service by Alternate Means and Order to Extend Time to Serve was  
18 filed (as amended on April 22, 2020). On May 21, 2020, an Affidavit of Publication was filed  
19 demonstrating weekly service commencing April 23, 2020 and ending May 21, 2020 in the  
20 Nevada Legal News.  
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22 On July 27, 2020 Gabino and his attorney appeared for the continued hearing.<sup>2</sup> Gabino was  
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26 <sup>1</sup> The prior judicial department did not direct a written order from this hearing. Information is  
27 taken from the Court minutes.

28 <sup>2</sup> The prior judicial department did not direct a written order from this hearing. Information is  
taken from the Court minutes.

1 assisted by a non-court certified interpreter, Sue Rodriguez. Based on the Court's inquiry, the  
2 matter was continued to allow Gabino to obtain a certified court interpreter. However, Gabino  
3 was granted leave to have the North Carolina Custody Order registered with the Court.  
4

5 On July 29, 2020, the Order Regarding Registration of Out of State Child Custody  
6 Determination was filed.

7 On August 6, 2020, Gabino was present with his attorney and court-certified interpreter Elsa  
8 Marsico. Gabino was sworn and offered testimony. See Order from August 6, 2020 Hearing  
9 (filed December 21, 2020). Findings and orders from this hearing are recited in depth herein  
10 insofar as the order is lengthy, considered jurisdiction, service and NRS 125C.0035(4) best  
11 interest factors.  
12

13 The Court found it had subject matter jurisdiction over the out of state child custody  
14 determination which had been properly domesticated and registered in Nevada. Id. at p.2, ll.1-4.  
15 The Court found it had personal jurisdiction over Ana, Tyler and Gabino but not Paola. Id. at  
16 ll.5-8. With respect to Paola, the Court found Gabino conducted a May 15, 2020 due diligence  
17 search with Paola not located in North Carolina. Id. at ll.9-12. Paolo was believed to have been  
18 deported to Mexico. Id. at ll.12-13. Consequently, the Court found Paolo was served by  
19 publication (referencing the May 21, 2020 Affidavit of Publication). Id. at ll.14-16. Next, the  
20 Court found it had child custody subject matter over Yasline where clear evidence demonstrated  
21 none of the captioned parties resided in North Carolina and where Ana, in particular, had been  
22 personally witnessed in Clark County, Nevada on multiple occasions through 2019. Id. at ll.17-  
23 26. The Court further found Gabino had personally seen Yasline in Clark County, Nevada in  
24 March and April 2019 and December 2019. Id. With respect to Gabino seeing Yasline in  
25 Nevada in December 2019, the Court found Ana had abandoned the child with a relative and left  
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1 the state. Id. Based on these findings, the Court concluded Yasline had resided in Nevada for a  
2 period of at least six months prior to the filing of Gabino's January 27, 2020 Motion. Id. The  
3 Court additionally found Gabino did not know and was not informed of the North Carolina  
4 proceedings or subsequent default order. Id. at ll.27-28 and p.3, ll.1-3. Having further found  
5 Gabino demonstrated a substantial change of circumstances affecting Yasline's best interest, the  
6 Court found it in Yasline's best interest to restore Gabino's custody. Id. at p.3, ll.4-8. In  
7 particular, the Court found Gabino provided convincing evidence that the circumstances under  
8 with the North Carolina order were issued – homelessness and drug abuse – did not apply and do  
9 not apply to him nor did these alleged issues ever apply to Paola. Id. at ll.9-13. Noting a material  
10 change of circumstances – Ana's abandonment of Yasline – the Court found CPS removed  
11 Yasline and placed her in Gabino's custody only to have Ana remove the child in December  
12 2019. Id. at ll.14-15. Continuing with its findings, the Court found Ana was not properly caring  
13 for Yasline, was improperly disciplining the child, failed to obtain proper medical treatment for  
14 Yasline, failed to register Yasline for school and continuously abandoned the child to non-  
15 relative third parties in order to engage in a career as an escort. Id. at ll.14-28 and p.4, ll.1-5.  
16 The Court found Gabino earned sufficient household income, had an adequate family residence  
17 necessary to provide care for Yasline as well as healthcare coverage. Id. at ll.9-24. Notably,  
18 upon obtaining temporary care of Yasline from CPS, the Court found Gabino immediately took  
19 Yasline for medical care related to an on-going lice infestation. Id. at ll.25-28. The Court  
20 engaged in an NRS 125C.0035(4) best interest analysis (though not citing to the statutory  
21 factors)<sup>3</sup> and found Paola improperly and without Gabino's consent or knowledge nominated

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<sup>3</sup> See Order at p.6, ll.22-24 (referencing the Court findings and analysis of the best interest

1 Ana as Yasline's guardian due to issues in her life. Id. at p.5, ll.3-8. The Court additionally  
2 found as follows:

3 "THE COURT FURTHER FINDS that Ana Salas is not likely to allow frequent  
4 association between the subject minor and [Gabino], nor is she likely to facilitate contact  
5 between the subject minor and [Gabino], as evidenced by her abandoning the subject  
6 minor with her relatives rather than [Gabino], despite him **being fit and proper to care**  
**for the child.** Video Cite 11:00:09-11:00:41."

7 Id. at ll.9-14 (emphasis added).

8 Following review of additional best interest factors, the Court granted Gabino's motion and  
9 ordered him to have sole legal and sole physical custody of Yasline. Id. at p.6, ll.25-28.

#### 10 **INSTANT ARGUMENTS**

11 In her motion, Ana never specifies which order should be set aside. Rather, Ana contends  
12 Nevada never had jurisdiction over this matter and all orders issued by this Court must be set  
13 aside pursuant to NRCP 60(b)(4)(all judgments are void). Specifically, Ana contends Gabino  
14 failed to file a certified copy of the North Carolina orders in support of his Petition to Register  
15 the Out of State Custody Order as required by NRS 125A.465(1)(b). Ana further contends this  
16 Court failed to verify a copy of the out of state certified orders before filing as required by NRS  
17 125A.465(2). Ana additionally contends Gabino never served her with his Petition by certified  
18 or registered mail as required by NRS 125A.465(4). Ana argues this Court has no jurisdiction to  
19 modify an out of state order unless it has initial or emergency jurisdiction pursuant to NRS  
20 125A.475(2). In support of this argument, Ana contends this Court may address jurisdiction  
21 anytime. Factually, Ana contends she and the child did not move to Nevada until April 10, 2019  
22 rather than 2017 as alleged by Gabino thus precluding this Court from exercising home state  
23 factors).

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28 factors).

1 jurisdiction over Yasline. Ana next contends this Court must first take testimony from the  
2 Petitioner or other witness prior to issuing a warrant. Last, Ana challenges Gabino's use of a  
3 non-certified court interpreter at the July 27 and August 6, 2020 hearings. Specifically, Ana  
4 contends the non-certified court interpreter did not properly interpret and assumed control and/or  
5 influence over counsel's questioning of Gabino.  
6

7 On March 17, 2022, Gabino filed his Opposition and Countermotion for Contempt and for  
8 Attorney Fees and Costs. Gabino requests this Court deny Ana's motion. Gabino  
9 countermotions for this Court to issue an order finding her in contempt for failure to produce  
10 Yasline and for award for attorney fees and costs in the sum of \$5,000. In support of his requests,  
11 Gabino contends Ana and Tyler obtained the North Carolina Custody Order by misleading the  
12 Court about Paola and Gabino's whereabouts. Gabino asserts this is the second time Ana has  
13 sought to set aside this Court's orders and again without any substantive proof other than her  
14 assertion she was never served notice of the Nevada proceedings. Gabino argues he had no idea  
15 Paola would sign over temporary custody to Ana. Gabino contends, as asserted by Ana in her  
16 motion, Paola turned Yasline over to Ana in Oklahoma City, Oklahoma on October 10, 2015.  
17 See Gabino's Opposition and Countermotion at p.6, ll.10-21 (filed March 17, 2022); and Ana's  
18 Motion for Reconsideration at p.7, ll.18-25 (filed March 1, 2022). In support of his contention  
19 Ana and Tyler were not truthful with the North Carolina court, Gabino points to their assertion  
20 they obtained custody of Yasline in Nevada on or about October 13, 2015 rather than Oklahoma  
21 City, Oklahoma. See North Carolina Custody Order at p.3, section 12 (filed March 2, 2017).  
22 Next, Gabino contends Yasline was present in Nevada from March 2019 through mid-2020  
23 where Gabino attests he personally saw the child in March – April 2019 in the care of Ana's  
24 grandmother, Andrea Salas; in September 2019 at a Walmart store; in October 2019 at a  
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1 McDonald's restaurant; and in December 2019 where he had three separate visits with Yasline.  
2 To the extent Ana now claims Yasline was with Tyler in California from July 2019 to November  
3 2019, Gabino contends this directly controverts her November 24, 2021 Motion to Set Aside  
4 wherein she averred "[s]ince the time that Custody [sic] order was entered, the minor child has  
5 resided with Plaintiff and continues to do so through the present." See Ana's Motion to Set  
6 Aside at p.4, ll.9-11 (filed November 24, 2021)(affidavit of Ana Salas at p.8)(averring to  
7 contents of motion). Thus, Gabino asserts Nevada had the appropriate jurisdiction over Yasline  
8 where she had been in Nevada since approximately April 2019. Gabino contends Ana has  
9 subsequently absconded from Nevada's jurisdiction with the child as a result of this litigation,  
10 i.e., first to Florida and subsequently to Washington state.  
11

## 12 **STANDARD OF REVIEW AND GOVERNING LAW**

### 13 **TIMELINESS OF MOTION FOR RECONSIDERATION**

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15 On November 24, 2021, Ana filed a Motion to Set Aside all judgments and orders in this  
16 case wherein Ana alleged she was never served with any documents until November 19, 2021.  
17 See Plaintiff's Motion to Set Aside at p.5, ll.1-7 and p.6, ll.9-19 (the pages of Ana's motion are  
18 not numbered and referenced pages are chronologic). On December 16, 2021, Gabino filed his  
19 Opposition and Countermotion. Ana did not file any responsive pleading to Gabino's December  
20 16, 2021 countermotions. On February 15, 2022, following a January 24, 2022 hearing wherein  
21 Ana's counsel was present but Ana was not present and could not be reached, the Court found it  
22 had continuing subject matter and personal jurisdiction over the parties and the minor child. See  
23 Order of the Court [from January 24, 2022 Hearing] at p.1, ll.20-28 and p.2, ll.1 (filed February  
24 15, 2022). This Court noted the extensive history of this case and the prior judicial officer's  
25 findings and orders. Id. at p.2, ll.2-28; p.3, ll.1-28 and p.4, ll.1-2. In particular, the Court noted  
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1 the Department C order granted Gabino sole legal and sole physical custody of Yasline and that  
2 neither Gabino or Paola Salas, the mother, had been found unfit. Id. at p.3, ll.12-13; ll.17-20. As  
3 noted in the order, orders made by the prior Department are law of the case. Id. at p.3, ll.8-11.  
4 The Court denied Ana's Motion to Set Aside and AFFIRMED the December 21, 2020, January  
5 26, 2021 and July 2, 2021 orders as VALID. Id. at p.4, ll.5-9. The Court further ordered Ana to  
6 file a Notice of Change of Address and produce Yasline. Id. at ll.10-11. On February 16, 2022,  
7 Notice of Entry of Order was filed.  
8

9 On March 1, 2022, Ana filed her Motion for Reconsideration or, fourteen (14) days from  
10 the February 16, 2022 Notice of Entry of Order.  
11

12 EDCR 5.513(a) requires a motion for reconsideration be filed "within 14 calendar days  
13 after service of notice of entry of order".

14 In this case, the Court FINDS Ana timely filed her March 1, 2022 Motion for  
15 Reconsideration.  
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17 **STANDARD OF REVIEW MOTION FOR RECONSIDERATION: SUBSTANTIVE**  
18 **MERITS**

19 Motions for reconsideration must request a substantive alteration of a judgment and "not  
20 merely the correction of a clerical error, or relief of a type wholly collateral to the judgment."

21 See AA Primo Builders, LLC v. Washington, 126 Nev. 578, 585, 245 P.3d 1190, 1195 (2010).

22 "A district court may reconsider a previously decided issue if substantially different evidence is  
23 subsequently introduced or the decision is clearly erroneous." Masonry & Tile Contractors

24 Ass'n of S. Nev. v. Jolley, Urga & Wirth Ltd., 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).

25 The Nevada Supreme Court has concluded a decision is "clearly erroneous" where: 1) there  
26 exist material errors in the proceedings or a mistake in law; 2) the judicial order is unsupported  
27 by any substantial evidence; or 3) the judicial order is against the clear weight of evidence.  
28



1 Russell v. Thompson, 96 Nev. 830, 834, 619 P.2d 537, 539 (1980). See also 9 Wright and Miller,  
2 *Federal Practice and Procedures*; Civil Sec. 2605, and cases cited therein. In addition, United  
3 States v. United States Gypsum Co., 333 U.S. 364, 395, 68 S.Ct. 525, 542 (1948) states: “A  
4 finding is ‘clearly erroneous’ when although there is evidence to support it, the reviewing court  
5 on the entire evidence is left with the definite and firm conviction that a mistake has been  
6 committed.”

#### 8 **NRCP 60(b)(4)**

9 NRCP 60(b)(4) provides grounds for relief from judgment if a judgment is void. See also  
10 Kaur v. Singh, 136 Nev. 653, 655-56, 477 P.3d 358, 361 (2020)(NRCP 60(b)(4) motions must be  
11 filed within a reasonable period of time rather than within the six-month period of limitations set  
12 forth at NRCP 60(b)(3)).

14 Based on Ana’s assertion this Court’s orders are void, her request to reconsider its orders  
15 pursuant to NRCP 60(b)(4) is timely.

#### 17 **UCCJEA JURISDICTION**

18 The Nevada Supreme Court has concluded as follows:

19 “Unless the court can properly exercise subject matter jurisdiction according to the terms  
20 of the Uniform Child Custody Jurisdiction Act (UCCJA), which Nevada adopted, it is  
21 without authority to enter any order adjudicating the rights of the parties with respect to  
22 custody and visitation. A provision in a divorce decree adjudicating custody and  
23 visitation in the absence of subject matter jurisdiction is void, as we held in Swan v.  
24 Swan, 106 Nev. 464, 796 P.2d 221 (1990).

25 . . .

26 “In our opinion, we noted that subject matter jurisdiction cannot be waived and may be  
27 raised at any time, or *sua sponte* by a court of review.”

28 Vaile v. Eighth Jud. Dist. Ct., 118 Nev. 262, 276-76, 44 P.3d 506, 515 (2002) *abrogated*  
by Senjab v. Alhulaibi, 137 Nev. Adv. Op. 64, 497 P.3d 618 (2021)(addressing residency  
component in divorce proceedings).

1 NRS 125A.325, jurisdiction to modify determination, provides as follows:

2 Except as otherwise provided in NRS 125A.335, a court of this state may not modify a  
3 child custody determination made by a court of another state unless a court of this state  
4 has jurisdiction to make an initial determination pursuant to paragraph (a) or (b) of  
subsection 1 of NRS 125A.305 and:

5 1. The court of the other state determines it no longer has exclusive, continuing  
6 jurisdiction pursuant to NRS 125A.315 or that a court of this state would be a  
7 more convenient forum pursuant to NRS 125A.365; or

8 2. A court of this state or a court of the other state determines that the child, the  
9 child's parents and any person acting as a parent do not presently reside in the  
other state.

10 The Court FINDS the March 2, 2017 North Carolina Custody Order constitutes a child  
11 custody determination made by a court of another state. See NRS 125A.325(1). Thus, this Court  
12 must determine if it has jurisdiction to modify the out of state order pursuant to NRS  
13 125A.305(a) or (b). Id. The Court FINDS Ana asserted in her pleadings she moved to Nevada  
14 in April 2019 and Tyler relocated to California somewhere between June 23, 2018 and July  
15 2019. See Ana's Motion for Reconsideration at p.8, ll.17-19 and p.9, ll.7-9 (filed March 1,  
16 2022). Therefore, to the extent the North Carolina Custody Order granted Ana and Tyler  
17 exclusive physical custody of Yasline, this Court FINDS neither Ana nor Tyler currently reside  
18 in North Carolina. The Court FINDS Gabino has continuously resided in Clark County, Nevada  
19 since the inception of this case. Therefore, NRS 125A.325(1) and (2) apply to the facts at bar  
20 and the Court must review NRS 125A.305.

23 NRS 125A.305, initial child custody jurisdiction, provides as follows:

24 1. Except as otherwise provided in NRS 125A.335, a court of this State has jurisdiction  
25 to make an initial child custody determination only if:

26 (a) This State is the home state of the child on the date of the commencement of  
27 the proceeding or was the home state of the child within 6 months before the  
28 commencement of the proceeding and the child is absent from this State but a  
parent or person acting as a parent continues to live in this State;

1 (b) A court of another state does not have jurisdiction pursuant to paragraph (a)  
2 or a court of the home state of the child has declined to exercise jurisdiction on  
3 the ground that this State is the more appropriate forum pursuant to NRS  
4 125A.365 or 125A.375 and:

5 (1) The child and the child's parents, or the child and at least one parent  
6 or a person acting as a parent, have a significant connection with this State  
7 other than mere physical presence; and

8 (2) Substantial evidence is available in this State concerning the child's  
9 care, protection, training and personal relationships;

10 (c) All courts having jurisdiction pursuant to paragraph (a) or (b) have declined to  
11 exercise jurisdiction on the ground that a court of this State is the more  
12 appropriate forum to determine the custody of the child pursuant to NRS  
13 125A.365 or 125A.375; or

14 (d) No court of any other state would have jurisdiction pursuant to the criteria  
15 specified in paragraph (a), (b) or (c).

16 The Court FINDS, on January 24, 2020, Gabino filed his Petition for Registration of Out  
17 of State Child Custody Determination. The Court FINDS Ana asserted she moved to Nevada  
18 with Yasline on or about April 10, 2019. See Ana's Motion for Reconsideration at p.8, ll.17-18  
19 (filed March 1, 2022). Ana contends, without any support by declaration or affidavit, Yasline  
20 resided with Tyler in California from July 2019 until November 2019 when Yasline was returned  
21 to Ana's care. Id. at p.9, ll.5-7. Ana asserts she left Yasline with her Aunt Vanessa while she  
22 traveled to California for work. Id. at ll.10-14. Thereafter, Ana contends, without any  
23 supporting dates or documentation, she relocated with the child from Florida and then to  
24 Washington. Id. at p.10, ll.9-17. Ana provides no other dates or factual information in support  
25 of her location save for November 19, 2021 when she contends police contacted her and  
26 provided her with custody paperwork – presumably Nevada custody orders. Id. at ll.18-20.

27 Therefore, the Court FINDS, by Ana's own pleadings, Yasline was in Nevada starting in  
28 April 2019 until November 2019. The Court FINDS six months prior to Gabino's January 24,

1 2020 Petition is August 24, 2019. The Court is not persuaded by Ana's contention she and the  
2 child stopped residing in Las Vegas "some period" before police contact with her on November  
3 19, 2021 nor is the Court persuaded the child resided with Tyler in California from July 2019 to  
4 November 2019. Specifically, the Court FINDS Ana has provided absolutely no documentation  
5 in support of her relocation to Florida and, later, Washington or that Tyler ever had Yasline in  
6 his custody. The Court FINDS Ana has not submitted a single declaration, affidavit, bill or even  
7 date in support of her assertions.  
8

9 Based on the foregoing, this Court FINDS, as did the prior judicial department, Nevada  
10 was the home state of Yasline within six months of Gabino's January 24, 2020 Petition. See  
11 NRS 125A.035(1)(a). Therefore, this Court FINDS it had and continues to have jurisdiction to  
12 modify the North Carolina Custody Order. See NRS 125A.325(1) and NRS 125A.305(1)(a).  
13

14 Accordingly, the Court FINDS Ana's assertion this Court did not and does not have  
15 jurisdiction to modify the North Carolina Custody Order fails as does her assertion this Court's  
16 judgments are void pursuant to NRCP 60(b)(4). As such, this Court FINDS Ana has failed to  
17 introduce substantially different evidence or otherwise demonstrate this Court's orders are  
18 clearly erroneous warranting reconsideration.  
19

#### 20 **NRS 125A.465(1)(b) and (c) FAILURE**

21 Ana argues Gabino never provided this Court with a certified copy of the North Carolina  
22 Custody Order as required by NRS 125A.465(1).  
23

24 NRS 125A.465 provides, in relevant part, as follows:

25 1. A child custody determination issued by a court of another state may be registered in  
26 this state, with or without a simultaneous request for enforcement, by sending to a court  
of this state which is competent to hear custody matters:

27 (a) A letter or other document requesting registration;  
28

1 (b) Two copies, including one certified copy, of the determination sought to be  
2 registered, and a statement under penalty of perjury that to the best of the  
3 knowledge and belief of the person seeking registration the order has not been  
modified; and

4 (c) Except as otherwise provided in NRS 125A.385, the name and address of the  
5 person seeking registration and any parent or person acting as a parent who has  
6 been awarded custody or visitation in the child custody determination sought to be  
registered.

7 The Court FINDS, on January 24, 2020, Gabino filed his Petition for Registration of Out  
8 of State Child Custody Determination which included, at Exhibit 1, a file-stamped but  
9 uncertified copy of the March 2, 2017 North Carolina Custody Order. The Court FINDS, on  
10 March 5, 2020, Gabino filed a Notice of Filing of Certified Order which included, at Exhibit A, a  
11 certified copy of the March 2, 2017 North Carolina Custody Order. The Court FINDS, attached  
12 to Gabino's March 5, 2020 Notice was a Certificate of Service to Ana and Tyler by USPS  
13 Certified Mail/Return Receipt Requested. See Notice of Filing of Certified Order at p.8 (filed  
14 March 5, 2020). The Court FINDS the March 5, 2020 Certificate of Service was to Tyler and  
15 Ana's court-listed addresses: 1216 Silver Lake (Silver Lake) Drive, Las Vegas, Nevada 89018.  
16 Id. The Court FINDS the Silver Lake address remains Ana's court-listed address to this date  
17 despite this Court's January 24, 2022 order for her to file a Notice of Change of Address, i.e.,  
18 where she asserts she has not and does not reside at the Silver Lake address. See Order from  
19 January 24, 2022 Hearing at p.4, ll.10-11 (filed February 15, 2022).

20 Accordingly, the Court FINDS Gabino filed and served a certified copy of the March 2,  
21 2017 North Carolina Custody Order as required by NRS 125A.465(1)(b) prior to any hearing in  
22 this matter. Thus, the Court DENIES Ana requests this Court set aside all of its orders for an  
23 alleged failure to adhere to NRS 125A.465(1). As such, this Court FINDS Ana has failed to  
24 introduce substantially different evidence or otherwise demonstrate this Court's orders are  
25  
26  
27  
28

1 clearly erroneous warranting reconsideration.

2 **ALLEGED SERVICE DEFECT**

3 Ana contends this Court must set aside its orders on the ground she was never served  
4 with any notice of the Nevada proceedings until November 19, 2021 when police provided her a  
5 copy of the existing Nevada orders. As noted herein, the Court FINDS Ana has not provided any  
6 information related to her addresses if in a location other than Nevada. Specifically, the only  
7 dates Ana provided relate to her stays in Nevada is the April 2019 move to the state. Thus, at the  
8 outset, the Court FINDS Ana has made a bare assertion related to Gabino's failure to properly  
9 effectuate service on her or that she never resided at the Silver Lake address. As noted above,  
10 Ana's court-listed address remains the Silver Lake address and she has failed to update her  
11 residential address as ordered.  
12  
13

14 The Court FINDS, from January 24, 2020 through March 5, 2020, Gabino was  
15 attempting service of his Petition: February 6, 2020 (two Affidavits of Service by substitute  
16 personal service at 1216 Silver Lake Drive, Las Vegas, Nevada on Tyler Edenfield and Ana  
17 Salas' cousin and co-occupant Ethel Adalto). The Court FINDS, on March 9, 2020, the initial  
18 hearing on this matter was held wherein the Court challenged service on Paola and directed  
19 notice to her. The Court FINDS the matter was passed to allow Gabino to effectuate service on  
20 Paola.  
21

22 The Court FINDS, on July 27, 2020, a second hearing was held wherein Gabino was  
23 ordered to obtain the services of a court-certified interpreter and he was ordered to have to North  
24 Carolina Custody Order registered with the Court. To the extent Ana asserts Gabino's use of a  
25 non-certified court interpreter somehow voids this hearing, the Court FINDS the matter was  
26 passed to allow Gabino to obtain a court-certified interpreter. However, the district court judge  
27  
28

1 had leave to *voir dire* Sue Rodriguez, the party interpreting for Gabino, as a non-credentialed  
2 interpreter as allowed by the Nevada Administrative Office of Courts (AOC) as early as August  
3 2018. See e.g., Nevada AOC Bench Card for Nevada Judiciary, Credentialed Court Interpreters  
4 Program (August 2018)(citing Title VI of the 1964 Civil Rights Act mandating interpreter  
5 services for limited English proficient (LEP) speakers in order to protect parties' due process  
6 rights and access to justice).

8 The Court FINDS Ana has made a bare assertion related to Gabino's failure to properly  
9 effectuate service on her As such, this Court FINDS Ana has failed to introduce substantially  
10 different evidence or otherwise demonstrate this Court's orders are clearly erroneous warranting  
11 reconsideration.  
12

### 13 **NRS 125D.200 WARRANT**

14 NRS 125D.200, ex parte warrant to take physical custody of child; remedies not  
15 exclusive, provides as follows:

- 16 1. If a petition pursuant to the provisions of this chapter contains allegations, and the  
17 court finds that there is a credible risk that the child is imminently likely to be wrongfully  
18 removed, the court may issue an ex parte warrant to take physical custody of the child.
- 19 2. The respondent on a petition pursuant to subsection 1 must be afforded an  
20 opportunity to be heard at the earliest possible time after the ex parte warrant is executed,  
21 but not later than the next judicial day unless a hearing on that date is impossible. In that  
22 event, the court shall hold the hearing on the first judicial day possible.
- 23 3. An ex parte warrant pursuant to subsection 1 to take physical custody of a child  
24 must:
  - 25 (a) Recite the facts upon which a determination of a credible risk of imminent  
26 wrongful removal of the child is based;
  - 27 (b) Direct law enforcement officers to take physical custody of the child  
28 immediately;
  - (c) State the date and time for the hearing on the petition; and
  - (d) Provide for the safe interim placement of the child pending further order of  
the court.

1  
2 4. If feasible, before issuing a warrant and before determining the placement of the  
3 child after the warrant is executed, the court may order a search of the relevant databases  
4 of the National Crime Information Center and similar state databases to determine if  
either the petitioner or respondent has a history of domestic violence, stalking, or child  
abuse or neglect.

5 5. The petition and warrant must be served on the respondent when or immediately  
6 after the child is taken into physical custody.

7 6. A warrant to take physical custody of a child, issued by this State or another state, is  
8 enforceable throughout this State. If the court finds that a less intrusive remedy will not  
9 be effective, it may authorize law enforcement officers to enter private property to take  
10 physical custody of the child. If required by exigent circumstances, the court may  
authorize law enforcement officers to make a forcible entry at any hour.

11 7. If the court finds, after a hearing, that a petitioner sought an ex parte warrant  
12 pursuant to subsection 1 for the purpose of harassment or in bad faith, the court may  
award the respondent reasonable attorney's fees, costs and expenses.

13 8. This chapter does not affect the availability of relief allowed pursuant to the law of  
14 this State other than this chapter.

15 Ana contends this Court's July 2, 2021 Warrant to Take Physical Custody of a Child  
16 Pursuant to NRS 125D.200 is improper and must be withdrawn because this Court failed to take  
17 testimony prior to its issuance as required by NRS 125D.200(2). The Court FINDS NRS  
18 125D.200(2) does not mandate this Court take testimony prior to issuance of a warrant.  
19 Specifically, NRS 125D.200(2) states, in part, a Respondent (Ana) "must be afforded an  
20 opportunity to be heard at the earliest possible time **after the ex parte warrant is executed**, but  
21 not later than the next judicial day unless a hearing on that date is impossible" (emphasis added).  
22

23 To the extent Ana argues reconsideration of the July 2, 2021 Warrant is required, the  
24 Court DENIES her request. Therefore, this Court FINDS Ana has failed to introduce  
25 substantially different evidence or otherwise demonstrate this Court's orders are clearly  
26 erroneous warranting reconsideration.  
27

28 Based on the foregoing, the Court DENIES Ana's Motion for Reconsideration.



1 **EDCR 7.60/DEFAULT AGAINST PAOLA SALAS**

2 EDCR 7.60 provides, in pertinent part, as follows:

3 If, without just excuse or because of failure to give reasonable attention to the matter, no  
4 appearances is made on behalf of a party on the call of calendar, at the time set for the  
5 hearing of any matter, at a pre-trial conference, or on the date of trial, the court may order  
any one or more of the following:

6 . . .  
7 (3) Dismissal of the complaint, cross-claim, counter-claim or motion or the striking of the  
answer and entry of judgment by default, or the granting of the motion.

8  
9 The Court FINDS Paolo Salas has never appeared in Nevada or filed any responsive  
10 pleading. The Court FINDS, on May 21, 2020, Affidavits of Publication were filed pursuant to  
11 this Court's April 22, 2020 Amended Order for Publication and this Court's order for Gabino to  
12 effectuate service on Paola. The Court FINDS noticed hearings were held on July 27 and August  
13 6, 2020 wherein Paola did not appear. Accordingly, the Court FINDS good cause to issue a  
14 DEFAULT against Paola pursuant to EDCR 7.60(3).  
15

16 **GABINO'S COUNTERMOTIONS**

17 In his March 17, 2022 Opposition and Countermotion, Gabino requests this Court issue  
18 an Order to Show Cause against Ana for failure to produce Yasline and file a Notice of Change  
19 of Address. The Court FINDS on March 17, 2022, Gabino filed an Ex parte Application for  
20 Order to Show Cause as required by EDCR 5.510(b). The Court FINDS Ana did not file a reply  
21 to Gabino's March 17, 2020 countermotions. Notwithstanding the provisions of EDCR  
22 5.503(b)<sup>4</sup>, the Court FINDS Gabino has met his prima facie burden for Order to Show Cause.  
23 Therefore, Gabino's request for Order to Show Cause is GRANTED. Gabino shall prepare and  
24  
25

26  
27  
28 <sup>4</sup> EDCR 5.503(b) provides the failure of an opposing party to serve and file a written opposition  
shall be construed as an admission that the motion is meritorious and a consent that it be granted.

1 submit an Order to Show Cause not later than APRIL 26, 2022. Once executed and filed,  
2 Gabino shall have the Order to Show Cause served on Ana Salas. This matter shall be scheduled  
3 for IN-PERSON evidentiary hearing on JUNE 13, 2022 AT 1:30PM.  
4

5 Next, Gabino requests an award for attorney fees and costs. The Court GRANTS  
6 Gabino's counter-motion and ORDERS Gabino to file and serve a Memorandum of Fees and  
7 Costs not later than April 26, 2022. Ana shall have seven (7) days from date of service to file  
8 any Objection. The Court will not consider any pleadings beyond Ana's Objection, if any.  
9 Decision on award for attorney fees and costs shall be scheduled on this Court's Chambers  
10 calendar (NO appearances) on MAY 25, 2022  
11

#### 12 **ORDER FOR PRODUCTION OF CHILD**

13 Based on this Court's review of the underlying pleadings, the Court has grave concerns  
14 about the minor child's condition and location. The underlying record clearly indicates Ana has  
15 residential instability by moving from state to state in addition to leaving Yasline with relatives,  
16 failing to obtain medical treatment for her and failing to properly enroll her in school. Further,  
17 the Court has concerns the child is likely to be taken or removed out of this state or concealed  
18 within this state in contravention of its orders. Despite this Court's December 21, 2021 order  
19 granting Gabino, the child's natural father, sole legal and sole physical custody, a January 26,  
20 2021 Order for Return of Child and a July 2, 2021 Warrant to Take Physical Custody of a Child,  
21 Yasline has yet to be returned to her father's custody.  
22  
23

24 ///

25 ///

26 ///

27 ///

Accordingly, the Court FINDS good cause exists to separately issue an Order to Produce Minor Child Pursuant to NRS 125C.0055.

**Dated this 12th day of April, 2022**

  
HEIDI ALMASE  
District Court Judge

**DA9 DE8 9368 4976**  
**Heidi Almase**  
**District Court Judge**

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA  
4

5  
6 Ana Maria Salas, Tyler Kyle  
Edenfield, Plaintiff.

CASE NO: D-20-602873-F

7 vs.

DEPT. NO. Department X

8  
9 Gabino Guardado, Defendant.

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 4/12/2022

15 Amanda Roberts, Esq.

efile@lvfamilylaw.com

16 Byron Mills

modonnell@millsnv.com

17 Peter Isso, Esq.

peter@issolaw.com

18 Gabino Guardado

sugueyr@yahoo.com

19 John Lanning, Esq.

john@issolaw.com

20  
21  
22 If indicated below, a copy of the above mentioned filings were also served by mail  
23 via United States Postal Service, postage prepaid, to the parties listed below at their last  
known addresses on 4/13/2022

24 Kyle King

376 E Warm Springs RD STE #104  
Las Vegas, NV, 89119

25  
26 Tyler Edenfield

1216 Silver Lake DR  
Las Vegas, NV, 89108

*Heather S. Linn*

CLERK OF THE COURT

1 ORDR

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 ANA MARIA SALAS AND TYLER KYLE  
7 EDENFIELD,

8 Plaintiff,

9 vs.

10 GABINO GUARDADO,

11 Defendant

Case No: D-20-602873-F

Dept. No: X

12 **ORDER TO PRODUCE MINOR CHILD PURSUANT TO NRS 125C.0055**

13 This is a proceeding involving one minor child: YASLINE ALEJANDRA  
14 GUARDADO-SALAS, born February 9, 2014. Pursuant to this Court's December 21, 2020  
15 order from August 6, 2020 hearing, Defendant Gabino Gaurdado, the child's natural father, has  
16 sole legal and sole physical custody of the child. On January 26, 2021, an Order for Return of  
17 Child was executed and filed by this Court. Further, on July 2, 2021, a Warrant to Take Physical  
18 Custody of a Child pursuant to NRS 125D.200 was executed and filed. To date, the Court  
19 FINDS Defendant Gabino Guardado, the minor child's natural father, has been unable to obtain  
20 custody of the child.  
21


22  
23 NRS 125C.0055(1) states as follows:

24 If, during any action for determining the custody of a minor child, either before or  
25 after the entry of a final order concerning the custody of a minor child, it appears  
26 to the court that any minor child of either party has been, or is likely to be, taken  
27 or removed out of this State or concealed within this State, the court shall  
28 forthwith order such child to be produced before it and make such disposition of  
the child's custody as appears most advantageous to and in the best interest of the  
child and most likely to secure to him or her the benefit of the final order or the  
modification or termination of the final order to be made in his or her behalf.

1 Accordingly, good cause appearing, the Court ORDERS Plaintiffs Ana Salas and/or  
2 Tyler Edenfield to produce the minor child YASLINE ALEJANDRA GUARDADO-SALAS,  
3 born February 9, 2014 before this Court on APRIL 28, 2022 AT 9:00AM at the REGIONAL  
4 JUSTICE CENTER located at 200 E. Lewis Avenue, Las Vegas, Nevada 89101 in Courtroom  
5 3B.  
6

7 **Failure to produce the minor child as ordered may result in a bench warrant being**  
8 **issued for the arrest of Plaintiffs Ana Salas and/or Tyler Edenfield. In the event a bench**  
9 **warrant were issued against Plaintiffs, this Court would be required to include a PURGE**  
10 **CLAUSE in any such order or warrant.**  
11

12  
13 Dated this 12th day of April, 2022

14  
15   
16 HEIDI ALMASE  
District Court Judge

17 C8B 3C1 CD84 CA85  
18 Heidi Almase  
19 District Court Judge  
20  
21  
22  
23  
24  
25  
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27  
28

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Ana Maria Salas, Tyler Kyle  
Edenfield, Plaintiff.

CASE NO: D-20-602873-F

7 vs.

DEPT. NO. Department X

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sugueyr@yahoo.com

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376 E Warm Springs RD STE #104  
Las Vegas, NV, 89119

25  
26 Tyler Edenfield

1216 Silver Lake DR  
Las Vegas, NV, 89108

ORIGINAL  
EIGHTH JUDICIAL DISTRICT COURT

FILED  
APR 13 2022

FAMILY DIVISION  
CLARK COUNTY, NEVADA

*A. Affin*  
CLERK OF COURT

ANA MARIA SALAS, TYLER KYLE EDENFIELD, ) CASE NO. D-20-602873-F  
Plaintiff, )  
vs. ) DEPT. X  
GABINO GUARDADO, )  
Defendant. )

ESTIMATE OF TRANSCRIPT(S)

The office of Transcript Video Services received a request for transcript estimate from Amanda M. Roberts, Esq., on April 13, 2022 for the following proceedings in the above-captioned case:

**March 09, 2020; July 27, 2020; August 06, 2020; January 24, 2022**  
(September 09, 2020 – Minute Order Only – no hearing held)  
(September 30, 2020 – no hearing held)

for original transcripts and one copy.

The estimated cost of the transcript is **\$380.00 for a thirty-day turnaround time**. Payment in the amount of **\$380.00** must be paid directly to **Verbatim Reporting & Transcription** to prior to work commencing on the transcript. Please call Verbatim Reporting & Transcription to make a deposit payment with credit card (281) 724-8600 or (520) 303-7356.

Dated this 13<sup>th</sup> day of April, 2022.

*Maria Balagtas*  
Maria Balagtas, Legal Office Assistant II

Transcript ESTIMATE amount of \$ \_\_\_\_\_ Direct Pay Invoice \$ \_\_\_\_\_

Received this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

This is only an estimate. Upon completion of transcript(s), a balance may be due, or you may receive a refund of your deposit if overpayment is greater than \$15.00.

NOTE: STATUTORY FEES ARE SUBJECT TO CHANGE PER LEGISLATIVE SESSION.  
Items left beyond 90 days are subject to disposal without refund.  
COUNTY RETENTION POLICY APPROVED BY INTERNAL AUDIT



*Amanda M. Roberts*  
CLERK OF THE COURT

**CONS**

Amanda M. Roberts, Esq.  
State Bar of Nevada 9294

**ROBERTS STOFFEL FAMILY LAW GROUP**

4411 S. Pecos Road  
Las Vegas, Nevada 89121

PH: (702) 474-7007

FAX: (702) 474-7477

EMAIL: efile@lvfamilylaw.com

Attorneys for Plaintiff, Ana Maria Salas

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

ANA MARIA SALAS AND TYLER ) Case No: D-20-602873-F  
KYLE EDENFIELD, ) Dept No: X

Plaintiff,

v.

GABINO GUARDADO,

Defendant.

**CONSENT ORDER FOR WITHDRAWAL**

COMES NOW Amanda M. Roberts, Esq., of Roberts Stoffel Family Law Group, and the Plaintiff, Ana Maria Salas, who hereby consent and agree, subject to the Court's approval, as follows:

THAT Amanda M. Roberts, Esq., of Roberts Stoffel Family Law Group, shall withdraw as attorney of record for Plaintiff, Ana Salas, effective April 18, 2022.

1        THAT the Plaintiff, Ana Salas, desires to represent herself in Court and be  
2 able to present her information to the Court directly.

3        THAT there are three (3) hearings currently scheduled:

4        (1.)    April 28, 2022 at 9:00 a.m., regarding an Order to Produce Child  
5                (requires personal appearance);

6        (2.)    May 25, 2022 in chambers (no appearances necessary) regarding  
7                Attorney Fees and Costs; and

8        (3.)    June 13, 2022, at 1:30 p.m., for an Order to Show Cause Trial  
9                (requires personal appearance).

10       THAT the Plaintiff, Ana Maria Salas, is aware of the pending hearings as set  
11 forth herein above.

12       THAT that Plaintiff, Ana Maria Salas, has requested to move forward in  
13 proper person, therefore terminating my services.

14       THAT it is not necessary for Amanda M. Roberts, Esq. of Roberts Stoffel  
15 Family Law Group, to file a Motion to Withdraw, to serve Plaintiff, to allow her  
16 time to respond, or to set a hearing on the Court's calendar regarding same.

17       \ \ \

18       \ \ \

19       \ \ \

20       \ \ \

1            THAT the Plaintiff, Ana Maria Salas, shall proceed *in proper person* and all  
2 future communications shall be to Plaintiff directly. Plaintiff's address, telephone  
3 number and email address is:  
4

5                    Ana Maria Salas  
6                    903 Nineth, Unit #51  
7                    Seattle, Washington 98104  
8                    PH: (253) 350-5229  
9                    Email: aimiyumi323@gmail.com

10           THAT should the Plaintiff, Ana Salas, change her address, telephone number  
11 and email address that she must file a "Notice of Change" and serve it upon  
12 Defendant's Counsel if the Defendant is represented or Defendant if he is  
13 unrepresented.

14 \ \ \

15 \ \ \

16 \ \ \

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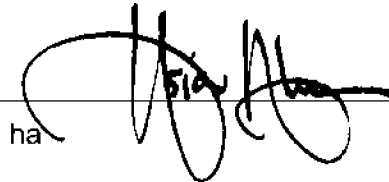
1 NOW THEREFORE,

2 IT IS HEREBY ORDERED that Amanda M. Roberts, Esq., of Roberts  
3 Stoffel Family Law Group, shall withdraw as attorney of record for Plaintiff, Ana  
4 Maria Salas, effective April 18, 2022.  
5

6 IT IS FURTHER ORDERED the Plaintiff, Ana Maria Salas, shall proceed *in*  
7 *proper person* and all future communications shall be to Plaintiff directly.  
8

9 IT IS SO ORDERED.

10 Dated this 19th day of April, 2022

11   
12 ha \_\_\_\_\_  
13

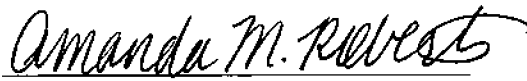
14 969 936 64E5 BC71

15 Heidi Almase

District Court Judge

16 Respectfully Submitted By:

Respectfully Submitted:

17 

/s/ Ana Maria Salas (see attached email)

18 Amanda M. Roberts, Esq.  
19 State Bar of Nevada No. 8898  
4411 S. Pecos Road  
20 Las Vegas, Nevada 89121  
PH: (702) 474-7007  
21 FAX: (702) 474-7477  
22 EMAIL: efile@lvfamilylaw.com

Ana Maria Salas  
903 Nineth Ave., Unit 51  
Seattle, Washington 98104  
PH: (253) 350-5229  
EMAIL: aimiyumi323@gmail.com  
Plaintiff

## Colleen O'Brien

---

**From:** Sita Rose <aimiyumi323@gmail.com>  
**Sent:** Monday, April 18, 2022 5:27 PM  
**To:** Colleen O'Brien  
**Subject:** Re: Salas

You have my permission to sign electronically

On Mon, Apr 18, 2022 at 4:57 PM Colleen O'Brien <[colleen@lvfamilylaw.com](mailto:colleen@lvfamilylaw.com)> wrote:

Ana,

Attached please find the Consent Order to Withdrawal.

If you are in agreement with the attached Order, you may email me back stating I have your permission to use your electronic signature.

Thank you,

*Colleen O'Brien*

*Paralegal to Amanda M. Roberts, Esq.*

ROBERTS STOFFEL FAMILY LAW GROUP

4411 S. Pecos Road

(Office is located on a small side street, University)

Las Vegas, Nevada 89121

PH: (702) 474-7007

FAX: (702) 474-7477

**WEB:** [lvfamilylaw.com](http://lvfamilylaw.com)

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Ana Maria Salas, Tyler Kyle  
Edenfield, Plaintiff.

CASE NO: D-20-602873-F

7 vs.

DEPT. NO. Department X

8  
9 Gabino Guardado, Defendant.

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efile@lvfamilylaw.com

16 Byron Mills

modonnell@millsnv.com

17 Peter Isso, Esq.

peter@issolaw.com

18 Gabino Guardado

sugueyr@yahoo.com

19 John Lanning, Esq.

john@issolaw.com



DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*

Ana Maria Salas, Tyler Kyle Edenfield,  
Plaintiff.

Case No.: D-20-602873-F

vs.

Department X

Gabino Guardado, Defendant.

**NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF ANA MARIA SALAS  
MOTION FOR RECONSIDERATION**

TO ALL INTERESTED PARTIES:

**PLEASE TAKE NOTICE** that an Order was entered in the above-entitled matter on April 12, 2022, a true and correct copy of which is attached hereto.

Dated this 19th day of April, 2022.

/s/ Natalie Castro

Natalie Castro

Judicial Executive Assistant to the  
HONORABLE HEIDI ALMASE

**CERTIFICATE OF SERVICE**

I hereby certify that on the above file stamped date:

☒ E-Served pursuant to NEFCR 9 on April 19, 2022, or placed in the folder(s) located in the Clerk's Office of, the following attorneys:

Amanda M Roberts, ESQ  
Byron Mills

☒ I mailed, via first-class mail, postage fully prepaid, the foregoing NOTICE OF ENTRY OF ORDER to:

Tyler Kyle Edenfield  
1216 Silver Lake DR  
Las Vegas, NV 89108

/s/ Natalie Castro

Natalie Castro

Judicial Executive Assistant to the  
HONORABLE HEIDI ALMASE

*Heather S. Smith*

CLERK OF THE COURT

1 ORDR

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 ANA MARIA SALAS AND TYLER KYLE  
7 EDENFIELD,

8 Plaintiff,

9 vs.

10 GABINO GUARDADO,

11 Defendant

Case No: D-20-602873-F

Dept. No: X

12 **ORDER DENYING PLAINTIFF ANA MARIA SALAS MOTION FOR**  
13 **RECONSIDERATION**

14 This matter was scheduled for April 11, 2022 hearing on Plaintiff Ana (Ana) Maria Salas'  
15 March 1, 2022 Motion for Reconsideration. On March 17, 2022, Defendant Gabino (Gabino)  
16 Guardado filed his Opposition and Countermotion for Contempt and Award for Attorney Fees  
17 and Costs. Ana did not file a responsive pleading to Gabino's March 17, 2022 countermotions  
18 and the time for filing any responsive pleading has passed.

19  
20 This Court exercises discretion granted it pursuant to EDCR 2.23(c) to decide these  
21 issues without recourse to oral argument. Consequently, the Court ORDERS the April 11, 2022  
22 hearing VACATED.

23 This case involves the Registration of an Out of State Child Custody Determination. See  
24 Petition for Registration of Out of State Child Custody Determination (filed January 24,  
25 2020)(judgment from Craven County, North Carolina). See also Notice of Filing of Certified  
26 Order (filed March 5, 2020)(certified copy of North Carolina orders)(attached Certificate of  
27 Service by USPS Certified Mail/Return Receipt Requested); and Order Regarding Registration  
28



1 of Out of State Child Custody Determination (filed July 29, 2020).

2 This matter involves one (1) minor child: YASLINE ALEJANDRA GUARDADO-  
3 SALAS, born February 9, 2014. The parties in this case are Ana Maria Salas and Tyler (Tyler)  
4 Kyle Edenfield, maternal aunt and maternal uncle (by marriage). Gabino is Yasline's natural  
5 father. Paolo (Paola) Salas is Yasline's natural mother. Neither Tyler nor Paolo have  
6 participated in any manner in the instant Nevada matter. The governing order in this case,  
7 following substantial proceedings in the prior judicial department, was filed December 21, 2020  
8 and granted Gabino SOLE LEGAL and SOLE PHYSICAL CUSTODY of Yasline. See Order  
9 from August 6, 2020 Hearing at p.6, ll.25-28 (filed December 21, 2020).

10  
11  
12 On March 24, 2022, this Court GRANTED Gabino's March 17, 2022 Ex parte  
13 Application for Order to Show Cause directing Ana to appear in person before this Court on  
14 April 11, 2022. Because this Court has vacated the April 11, 2022 hearing on Ana's Motion for  
15 Reconsideration, Gabino's Order to Show Cause directing Ana to appear in person is likewise  
16 VACATED. However, the Court has chosen to separately address this issue herein. Specifically,  
17 this Court's January 26, 2021 Order for Immediate Pick Up and Return of the Minor Child and  
18 July 2, 2021 Warrant to Take Physical Custody of a Child pursuant to NRS 125D.200 remain  
19 valid and active orders in this case. The Court FINDS, to date, neither the January 26, 2021 or  
20 July 2, 2021 orders have been effectuated. The Court further FINDS, in the year and a half since  
21 Gabino was granted sole legal and sole physical custody of his child, he has been unable to  
22 effectuate that order.

## 23 **PROCEDURAL TIMELINE**

24  
25  
26 On March 2, 2017, a court of Craven County, North Carolina, finding North Carolina was  
27 Yasline's home state, granted Ana and Tyler "exclusive physical and legal custody" via a default  
28

1 proceeding wherein neither Paola or Gabino were present or had filed any responsive pleadings.  
2 See North Carolina Custody Order at p.4, sections 3 and 4 (filed March 2, 2017). The North  
3 Carolina Court further found Paola and Gabino had “by their actions and inactions . . .  
4 surrendered all parenting responsibilities of this child to the plaintiffs. They have failed to  
5 adequately financially or emotionally support the child and have not seen the child since October,  
6 2015 thereby abandoning the child.” Id. The North Carolina Court found both Paola and Gabino  
7 were last known residents of Nevada. Id. at p.2, sections 7-9. This Court FINDS neither parent  
8 was found unfit by the North Carolina Court and substance abuse was attributed to Paola only.  
9

10 On January 24, 2020, Gabino filed his Petition (Petition) for Registration of Out of State  
11 Child Custody Determination in Nevada. Attached at Exhibit 1 was a file-stamped copy of a  
12 March 2, 2017 Craven County, North Carolina Custody Order. See January 24, 2020 Petition at  
13 Exhibit 1. The March 2, 2017 North Carolina Custody Order was not a certified copy. Id.  
14

15 On January 27, 2020, Gabino filed his Motion (Motion) to Modify Child Custody [to Sole  
16 Legal and Sole Physical Custody], Child Support and for Attorney Fees and Costs.  
17

18 On February 6, 2020, Gabino filed an Affidavit of Service by substitute personal service on  
19 Ethel Adalto, a cousin and co-occupant of Tyler Edenfield, for the Petition, Notice of Petition,  
20 Gabino’s Motion, Exhibits and Notice of Hearing. See Affidavit of Service (filed February 6,  
21 2020)(date of service February 5, 2020). Service occurred in Las Vegas, Nevada. Id. Also on  
22 February 6, 2020, Gabino filed an Affidavit of Service by substitute personal service on Ethel  
23 Adalo, a cousin and co-occupant of Ana Salas, for the Petition, Notice of Petition, Gabino’s  
24 Motion, Exhibits and Notice of Hearing. See Affidavit of Service (filed February 6, 2020)(date  
25 of service February 5, 2020). Service of these documents also occurred in Las Vegas, Nevada.  
26  
27 Id.  
28

1 On March 5, 2020, Gabino filed a Notice of Filing of Certified Order which included, at  
2 Exhibit A, a certified copy of the March 2, 2017 Craven County, North Carolina Custody Order.  
3 Included in the Notice was a Certificate of Service by USPS Certified Mail/Return Receipt  
4 Requested addressed to Ana Salas and Tyler Edenfield at 1216 Silver Lake Drive, Las Vegas,  
5 NV 89108.  
6

7 On March 9, 2020, Gabino's January 27, 2020 motion was scheduled for hearing. The  
8 March 9, 2020 hearing was the initial hearing in this case.<sup>1</sup> Gabino was present with his attorney  
9 and certified court interpreter Ximena Fiene. Neither Ana, Tyler nor Paola were present. The  
10 presiding judicial officer found a UCCJEA conference with North Carolina was not required as it  
11 appeared none of the parties resided in North Carolina. However, the Court found Paola, as  
12 natural mother, was entitled to have notice of the Nevada proceedings. Consequently, Gabino  
13 was ordered to conduct a due diligence search for Paola with service by publication allowed.  
14

15 On April 13 and 16, 2020, Gabino filed Affidavits of Attempted Service for Paola Salas who  
16 was believed to be residing in Las Vegas, Nevada. On April 21, 2020, following his Ex parte  
17 Application, an Order for Service by Alternate Means and Order to Extend Time to Serve was  
18 filed (as amended on April 22, 2020). On May 21, 2020, an Affidavit of Publication was filed  
19 demonstrating weekly service commencing April 23, 2020 and ending May 21, 2020 in the  
20 Nevada Legal News.  
21

22 On July 27, 2020 Gabino and his attorney appeared for the continued hearing.<sup>2</sup> Gabino was  
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24

25  
26 <sup>1</sup> The prior judicial department did not direct a written order from this hearing. Information is  
27 taken from the Court minutes.

28 <sup>2</sup> The prior judicial department did not direct a written order from this hearing. Information is  
taken from the Court minutes.

1 assisted by a non-court certified interpreter, Sue Rodriguez. Based on the Court's inquiry, the  
2 matter was continued to allow Gabino to obtain a certified court interpreter. However, Gabino  
3 was granted leave to have the North Carolina Custody Order registered with the Court.  
4

5 On July 29, 2020, the Order Regarding Registration of Out of State Child Custody  
6 Determination was filed.

7 On August 6, 2020, Gabino was present with his attorney and court-certified interpreter Elsa  
8 Marsico. Gabino was sworn and offered testimony. See Order from August 6, 2020 Hearing  
9 (filed December 21, 2020). Findings and orders from this hearing are recited in depth herein  
10 insofar as the order is lengthy, considered jurisdiction, service and NRS 125C.0035(4) best  
11 interest factors.  
12

13 The Court found it had subject matter jurisdiction over the out of state child custody  
14 determination which had been properly domesticated and registered in Nevada. Id. at p.2, ll.1-4.  
15 The Court found it had personal jurisdiction over Ana, Tyler and Gabino but not Paola. Id. at  
16 ll.5-8. With respect to Paola, the Court found Gabino conducted a May 15, 2020 due diligence  
17 search with Paola not located in North Carolina. Id. at ll.9-12. Paolo was believed to have been  
18 deported to Mexico. Id. at ll.12-13. Consequently, the Court found Paolo was served by  
19 publication (referencing the May 21, 2020 Affidavit of Publication). Id. at ll.14-16. Next, the  
20 Court found it had child custody subject matter over Yasline where clear evidence demonstrated  
21 none of the captioned parties resided in North Carolina and where Ana, in particular, had been  
22 personally witnessed in Clark County, Nevada on multiple occasions through 2019. Id. at ll.17-  
23 26. The Court further found Gabino had personally seen Yasline in Clark County, Nevada in  
24 March and April 2019 and December 2019. Id. With respect to Gabino seeing Yasline in  
25 Nevada in December 2019, the Court found Ana had abandoned the child with a relative and left  
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1 the state. Id. Based on these findings, the Court concluded Yasline had resided in Nevada for a  
2 period of at least six months prior to the filing of Gabino's January 27, 2020 Motion. Id. The  
3 Court additionally found Gabino did not know and was not informed of the North Carolina  
4 proceedings or subsequent default order. Id. at ll.27-28 and p.3, ll.1-3. Having further found  
5 Gabino demonstrated a substantial change of circumstances affecting Yasline's best interest, the  
6 Court found it in Yasline's best interest to restore Gabino's custody. Id. at p.3, ll.4-8. In  
7 particular, the Court found Gabino provided convincing evidence that the circumstances under  
8 with the North Carolina order were issued – homelessness and drug abuse – did not apply and do  
9 not apply to him nor did these alleged issues ever apply to Paola. Id. at ll.9-13. Noting a material  
10 change of circumstances – Ana's abandonment of Yasline – the Court found CPS removed  
11 Yasline and placed her in Gabino's custody only to have Ana remove the child in December  
12 2019. Id. at ll.14-15. Continuing with its findings, the Court found Ana was not properly caring  
13 for Yasline, was improperly disciplining the child, failed to obtain proper medical treatment for  
14 Yasline, failed to register Yasline for school and continuously abandoned the child to non-  
15 relative third parties in order to engage in a career as an escort. Id. at ll.14-28 and p.4, ll.1-5.  
16 The Court found Gabino earned sufficient household income, had an adequate family residence  
17 necessary to provide care for Yasline as well as healthcare coverage. Id. at ll.9-24. Notably,  
18 upon obtaining temporary care of Yasline from CPS, the Court found Gabino immediately took  
19 Yasline for medical care related to an on-going lice infestation. Id. at ll.25-28. The Court  
20 engaged in an NRS 125C.0035(4) best interest analysis (though not citing to the statutory  
21 factors)<sup>3</sup> and found Paola improperly and without Gabino's consent or knowledge nominated

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<sup>3</sup> See Order at p.6, ll.22-24 (referencing the Court findings and analysis of the best interest

1 Ana as Yasline's guardian due to issues in her life. Id. at p.5, ll.3-8. The Court additionally  
2 found as follows:

3 "THE COURT FURTHER FINDS that Ana Salas is not likely to allow frequent  
4 association between the subject minor and [Gabino], nor is she likely to facilitate contact  
5 between the subject minor and [Gabino], as evidenced by her abandoning the subject  
6 minor with her relatives rather than [Gabino], despite him **being fit and proper to care**  
**for the child.** Video Cite 11:00:09-11:00:41."

7 Id. at ll.9-14 (emphasis added).

8 Following review of additional best interest factors, the Court granted Gabino's motion and  
9 ordered him to have sole legal and sole physical custody of Yasline. Id. at p.6, ll.25-28.

#### 10 **INSTANT ARGUMENTS**

11 In her motion, Ana never specifies which order should be set aside. Rather, Ana contends  
12 Nevada never had jurisdiction over this matter and all orders issued by this Court must be set  
13 aside pursuant to NRCP 60(b)(4)(all judgments are void). Specifically, Ana contends Gabino  
14 failed to file a certified copy of the North Carolina orders in support of his Petition to Register  
15 the Out of State Custody Order as required by NRS 125A.465(1)(b). Ana further contends this  
16 Court failed to verify a copy of the out of state certified orders before filing as required by NRS  
17 125A.465(2). Ana additionally contends Gabino never served her with his Petition by certified  
18 or registered mail as required by NRS 125A.465(4). Ana argues this Court has no jurisdiction to  
19 modify an out of state order unless it has initial or emergency jurisdiction pursuant to NRS  
20 125A.475(2). In support of this argument, Ana contends this Court may address jurisdiction  
21 anytime. Factually, Ana contends she and the child did not move to Nevada until April 10, 2019  
22 rather than 2017 as alleged by Gabino thus precluding this Court from exercising home state  
23 factors).

24  
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28 factors).

1 jurisdiction over Yasline. Ana next contends this Court must first take testimony from the  
2 Petitioner or other witness prior to issuing a warrant. Last, Ana challenges Gabino's use of a  
3 non-certified court interpreter at the July 27 and August 6, 2020 hearings. Specifically, Ana  
4 contends the non-certified court interpreter did not properly interpret and assumed control and/or  
5 influence over counsel's questioning of Gabino.  
6

7 On March 17, 2022, Gabino filed his Opposition and Countermotion for Contempt and for  
8 Attorney Fees and Costs. Gabino requests this Court deny Ana's motion. Gabino  
9 countermotions for this Court to issue an order finding her in contempt for failure to produce  
10 Yasline and for award for attorney fees and costs in the sum of \$5,000. In support of his requests,  
11 Gabino contends Ana and Tyler obtained the North Carolina Custody Order by misleading the  
12 Court about Paola and Gabino's whereabouts. Gabino asserts this is the second time Ana has  
13 sought to set aside this Court's orders and again without any substantive proof other than her  
14 assertion she was never served notice of the Nevada proceedings. Gabino argues he had no idea  
15 Paola would sign over temporary custody to Ana. Gabino contends, as asserted by Ana in her  
16 motion, Paola turned Yasline over to Ana in Oklahoma City, Oklahoma on October 10, 2015.  
17 See Gabino's Opposition and Countermotion at p.6, ll.10-21 (filed March 17, 2022); and Ana's  
18 Motion for Reconsideration at p.7, ll.18-25 (filed March 1, 2022). In support of his contention  
19 Ana and Tyler were not truthful with the North Carolina court, Gabino points to their assertion  
20 they obtained custody of Yasline in Nevada on or about October 13, 2015 rather than Oklahoma  
21 City, Oklahoma. See North Carolina Custody Order at p.3, section 12 (filed March 2, 2017).  
22 Next, Gabino contends Yasline was present in Nevada from March 2019 through mid-2020  
23 where Gabino attests he personally saw the child in March – April 2019 in the care of Ana's  
24 grandmother, Andrea Salas; in September 2019 at a Walmart store; in October 2019 at a  
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1 McDonald's restaurant; and in December 2019 where he had three separate visits with Yasline.  
2 To the extent Ana now claims Yasline was with Tyler in California from July 2019 to November  
3 2019, Gabino contends this directly controverts her November 24, 2021 Motion to Set Aside  
4 wherein she averred "[s]ince the time that Custody [sic] order was entered, the minor child has  
5 resided with Plaintiff and continues to do so through the present." See Ana's Motion to Set  
6 Aside at p.4, ll.9-11 (filed November 24, 2021)(affidavit of Ana Salas at p.8)(averring to  
7 contents of motion). Thus, Gabino asserts Nevada had the appropriate jurisdiction over Yasline  
8 where she had been in Nevada since approximately April 2019. Gabino contends Ana has  
9 subsequently absconded from Nevada's jurisdiction with the child as a result of this litigation,  
10 i.e., first to Florida and subsequently to Washington state.  
11

## 12 **STANDARD OF REVIEW AND GOVERNING LAW**

### 13 **TIMELINESS OF MOTION FOR RECONSIDERATION**

14  
15 On November 24, 2021, Ana filed a Motion to Set Aside all judgments and orders in this  
16 case wherein Ana alleged she was never served with any documents until November 19, 2021.  
17 See Plaintiff's Motion to Set Aside at p.5, ll.1-7 and p.6, ll.9-19 (the pages of Ana's motion are  
18 not numbered and referenced pages are chronologic). On December 16, 2021, Gabino filed his  
19 Opposition and Countermotion. Ana did not file any responsive pleading to Gabino's December  
20 16, 2021 countermotions. On February 15, 2022, following a January 24, 2022 hearing wherein  
21 Ana's counsel was present but Ana was not present and could not be reached, the Court found it  
22 had continuing subject matter and personal jurisdiction over the parties and the minor child. See  
23 Order of the Court [from January 24, 2022 Hearing] at p.1, ll.20-28 and p.2, ll.1 (filed February  
24 15, 2022). This Court noted the extensive history of this case and the prior judicial officer's  
25 findings and orders. Id. at p.2, ll.2-28; p.3, ll.1-28 and p.4, ll.1-2. In particular, the Court noted  
26  
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28



1 the Department C order granted Gabino sole legal and sole physical custody of Yasline and that  
2 neither Gabino or Paola Salas, the mother, had been found unfit. Id. at p.3, ll.12-13; ll.17-20. As  
3 noted in the order, orders made by the prior Department are law of the case. Id. at p.3, ll.8-11.  
4 The Court denied Ana's Motion to Set Aside and AFFIRMED the December 21, 2020, January  
5 26, 2021 and July 2, 2021 orders as VALID. Id. at p.4, ll.5-9. The Court further ordered Ana to  
6 file a Notice of Change of Address and produce Yasline. Id. at ll.10-11. On February 16, 2022,  
7 Notice of Entry of Order was filed.  
8

9 On March 1, 2022, Ana filed her Motion for Reconsideration or, fourteen (14) days from  
10 the February 16, 2022 Notice of Entry of Order.  
11

12 EDCR 5.513(a) requires a motion for reconsideration be filed "within 14 calendar days  
13 after service of notice of entry of order".

14 In this case, the Court FINDS Ana timely filed her March 1, 2022 Motion for  
15 Reconsideration.  
16

17 **STANDARD OF REVIEW MOTION FOR RECONSIDERATION: SUBSTANTIVE**  
18 **MERITS**

19 Motions for reconsideration must request a substantive alteration of a judgment and "not  
20 merely the correction of a clerical error, or relief of a type wholly collateral to the judgment."

21 See AA Primo Builders, LLC v. Washington, 126 Nev. 578, 585, 245 P.3d 1190, 1195 (2010).

22 "A district court may reconsider a previously decided issue if substantially different evidence is  
23 subsequently introduced or the decision is clearly erroneous." Masonry & Tile Contractors

24 Ass'n of S. Nev. v. Jolley, Urga & Wirth Ltd., 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).

25 The Nevada Supreme Court has concluded a decision is "clearly erroneous" where: 1) there  
26 exist material errors in the proceedings or a mistake in law; 2) the judicial order is unsupported  
27 by any substantial evidence; or 3) the judicial order is against the clear weight of evidence.  
28

1 Russell v. Thompson, 96 Nev. 830, 834, 619 P.2d 537, 539 (1980). See also 9 Wright and Miller,  
2 *Federal Practice and Procedures*; Civil Sec. 2605, and cases cited therein. In addition, United  
3 States v. United States Gypsum Co., 333 U.S. 364, 395, 68 S.Ct. 525, 542 (1948) states: “A  
4 finding is ‘clearly erroneous’ when although there is evidence to support it, the reviewing court  
5 on the entire evidence is left with the definite and firm conviction that a mistake has been  
6 committed.”

#### 8 **NRCP 60(b)(4)**

9 NRCP 60(b)(4) provides grounds for relief from judgment if a judgment is void. See also  
10 Kaur v. Singh, 136 Nev. 653, 655-56, 477 P.3d 358, 361 (2020)(NRCP 60(b)(4) motions must be  
11 filed within a reasonable period of time rather than within the six-month period of limitations set  
12 forth at NRCP 60(b)(3)).

14 Based on Ana’s assertion this Court’s orders are void, her request to reconsider its orders  
15 pursuant to NRCP 60(b)(4) is timely.

#### 17 **UCCJEA JURISDICTION**

18 The Nevada Supreme Court has concluded as follows:

19 “Unless the court can properly exercise subject matter jurisdiction according to the terms  
20 of the Uniform Child Custody Jurisdiction Act (UCCJA), which Nevada adopted, it is  
21 without authority to enter any order adjudicating the rights of the parties with respect to  
22 custody and visitation. A provision in a divorce decree adjudicating custody and  
23 visitation in the absence of subject matter jurisdiction is void, as we held in Swan v.  
24 Swan, 106 Nev. 464, 796 P.2d 221 (1990).

25 . . .

26 “In our opinion, we noted that subject matter jurisdiction cannot be waived and may be  
27 raised at any time, or *sua sponte* by a court of review.”

28 Vaile v. Eighth Jud. Dist. Ct., 118 Nev. 262, 276-76, 44 P.3d 506, 515 (2002) *abrogated*  
by Senjab v. Alhulaibi, 137 Nev. Adv. Op. 64, 497 P.3d 618 (2021)(addressing residency  
component in divorce proceedings).

1 NRS 125A.325, jurisdiction to modify determination, provides as follows:

2 Except as otherwise provided in NRS 125A.335, a court of this state may not modify a  
3 child custody determination made by a court of another state unless a court of this state  
4 has jurisdiction to make an initial determination pursuant to paragraph (a) or (b) of  
subsubsection 1 of NRS 125A.305 and:

5 1. The court of the other state determines it no longer has exclusive, continuing  
6 jurisdiction pursuant to NRS 125A.315 or that a court of this state would be a  
7 more convenient forum pursuant to NRS 125A.365; or

8 2. A court of this state or a court of the other state determines that the child, the  
9 child's parents and any person acting as a parent do not presently reside in the  
other state.

10 The Court FINDS the March 2, 2017 North Carolina Custody Order constitutes a child  
11 custody determination made by a court of another state. See NRS 125A.325(1). Thus, this Court  
12 must determine if it has jurisdiction to modify the out of state order pursuant to NRS  
13 125A.305(a) or (b). Id. The Court FINDS Ana asserted in her pleadings she moved to Nevada  
14 in April 2019 and Tyler relocated to California somewhere between June 23, 2018 and July  
15 2019. See Ana's Motion for Reconsideration at p.8, ll.17-19 and p.9, ll.7-9 (filed March 1,  
16 2022). Therefore, to the extent the North Carolina Custody Order granted Ana and Tyler  
17 exclusive physical custody of Yasline, this Court FINDS neither Ana nor Tyler currently reside  
18 in North Carolina. The Court FINDS Gabino has continuously resided in Clark County, Nevada  
19 since the inception of this case. Therefore, NRS 125A.325(1) and (2) apply to the facts at bar  
20 and the Court must review NRS 125A.305.

23 NRS 125A.305, initial child custody jurisdiction, provides as follows:

24 1. Except as otherwise provided in NRS 125A.335, a court of this State has jurisdiction  
25 to make an initial child custody determination only if:

26 (a) This State is the home state of the child on the date of the commencement of  
27 the proceeding or was the home state of the child within 6 months before the  
28 commencement of the proceeding and the child is absent from this State but a  
parent or person acting as a parent continues to live in this State;

1 (b) A court of another state does not have jurisdiction pursuant to paragraph (a)  
2 or a court of the home state of the child has declined to exercise jurisdiction on  
3 the ground that this State is the more appropriate forum pursuant to NRS  
4 125A.365 or 125A.375 and:

5 (1) The child and the child's parents, or the child and at least one parent  
6 or a person acting as a parent, have a significant connection with this State  
7 other than mere physical presence; and

8 (2) Substantial evidence is available in this State concerning the child's  
9 care, protection, training and personal relationships;

10 (c) All courts having jurisdiction pursuant to paragraph (a) or (b) have declined to  
11 exercise jurisdiction on the ground that a court of this State is the more  
12 appropriate forum to determine the custody of the child pursuant to NRS  
13 125A.365 or 125A.375; or

14 (d) No court of any other state would have jurisdiction pursuant to the criteria  
15 specified in paragraph (a), (b) or (c).

16 The Court FINDS, on January 24, 2020, Gabino filed his Petition for Registration of Out  
17 of State Child Custody Determination. The Court FINDS Ana asserted she moved to Nevada  
18 with Yasline on or about April 10, 2019. See Ana's Motion for Reconsideration at p.8, ll.17-18  
19 (filed March 1, 2022). Ana contends, without any support by declaration or affidavit, Yasline  
20 resided with Tyler in California from July 2019 until November 2019 when Yasline was returned  
21 to Ana's care. Id. at p.9, ll.5-7. Ana asserts she left Yasline with her Aunt Vanessa while she  
22 traveled to California for work. Id. at ll.10-14. Thereafter, Ana contends, without any  
23 supporting dates or documentation, she relocated with the child from Florida and then to  
24 Washington. Id. at p.10, ll.9-17. Ana provides no other dates or factual information in support  
25 of her location save for November 19, 2021 when she contends police contacted her and  
26 provided her with custody paperwork – presumably Nevada custody orders. Id. at ll.18-20.

27 Therefore, the Court FINDS, by Ana's own pleadings, Yasline was in Nevada starting in  
28 April 2019 until November 2019. The Court FINDS six months prior to Gabino's January 24,

1 2020 Petition is August 24, 2019. The Court is not persuaded by Ana's contention she and the  
2 child stopped residing in Las Vegas "some period" before police contact with her on November  
3 19, 2021 nor is the Court persuaded the child resided with Tyler in California from July 2019 to  
4 November 2019. Specifically, the Court FINDS Ana has provided absolutely no documentation  
5 in support of her relocation to Florida and, later, Washington or that Tyler ever had Yasline in  
6 his custody. The Court FINDS Ana has not submitted a single declaration, affidavit, bill or even  
7 date in support of her assertions.  
8

9 Based on the foregoing, this Court FINDS, as did the prior judicial department, Nevada  
10 was the home state of Yasline within six months of Gabino's January 24, 2020 Petition. See  
11 NRS 125A.035(1)(a). Therefore, this Court FINDS it had and continues to have jurisdiction to  
12 modify the North Carolina Custody Order. See NRS 125A.325(1) and NRS 125A.305(1)(a).  
13

14 Accordingly, the Court FINDS Ana's assertion this Court did not and does not have  
15 jurisdiction to modify the North Carolina Custody Order fails as does her assertion this Court's  
16 judgments are void pursuant to NRCP 60(b)(4). As such, this Court FINDS Ana has failed to  
17 introduce substantially different evidence or otherwise demonstrate this Court's orders are  
18 clearly erroneous warranting reconsideration.  
19

#### 20 **NRS 125A.465(1)(b) and (c) FAILURE**

21 Ana argues Gabino never provided this Court with a certified copy of the North Carolina  
22 Custody Order as required by NRS 125A.465(1).  
23

24 NRS 125A.465 provides, in relevant part, as follows:

25 1. A child custody determination issued by a court of another state may be registered in  
26 this state, with or without a simultaneous request for enforcement, by sending to a court  
of this state which is competent to hear custody matters:

27 (a) A letter or other document requesting registration;  
28

1 (b) Two copies, including one certified copy, of the determination sought to be  
2 registered, and a statement under penalty of perjury that to the best of the  
3 knowledge and belief of the person seeking registration the order has not been  
modified; and

4 (c) Except as otherwise provided in NRS 125A.385, the name and address of the  
5 person seeking registration and any parent or person acting as a parent who has  
6 been awarded custody or visitation in the child custody determination sought to be  
registered.

7 The Court FINDS, on January 24, 2020, Gabino filed his Petition for Registration of Out  
8 of State Child Custody Determination which included, at Exhibit 1, a file-stamped but  
9 uncertified copy of the March 2, 2017 North Carolina Custody Order. The Court FINDS, on  
10 March 5, 2020, Gabino filed a Notice of Filing of Certified Order which included, at Exhibit A, a  
11 certified copy of the March 2, 2017 North Carolina Custody Order. The Court FINDS, attached  
12 to Gabino's March 5, 2020 Notice was a Certificate of Service to Ana and Tyler by USPS  
13 Certified Mail/Return Receipt Requested. See Notice of Filing of Certified Order at p.8 (filed  
14 March 5, 2020). The Court FINDS the March 5, 2020 Certificate of Service was to Tyler and  
15 Ana's court-listed addresses: 1216 Silver Lake (Silver Lake) Drive, Las Vegas, Nevada 89018.  
16 Id. The Court FINDS the Silver Lake address remains Ana's court-listed address to this date  
17 despite this Court's January 24, 2022 order for her to file a Notice of Change of Address, i.e.,  
18 where she asserts she has not and does not reside at the Silver Lake address. See Order from  
19 January 24, 2022 Hearing at p.4, ll.10-11 (filed February 15, 2022).

20 Accordingly, the Court FINDS Gabino filed and served a certified copy of the March 2,  
21 2017 North Carolina Custody Order as required by NRS 125A.465(1)(b) prior to any hearing in  
22 this matter. Thus, the Court DENIES Ana requests this Court set aside all of its orders for an  
23 alleged failure to adhere to NRS 125A.465(1). As such, this Court FINDS Ana has failed to  
24 introduce substantially different evidence or otherwise demonstrate this Court's orders are  
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28

1 clearly erroneous warranting reconsideration.

2 **ALLEGED SERVICE DEFECT**

3 Ana contends this Court must set aside its orders on the ground she was never served  
4 with any notice of the Nevada proceedings until November 19, 2021 when police provided her a  
5 copy of the existing Nevada orders. As noted herein, the Court FINDS Ana has not provided any  
6 information related to her addresses if in a location other than Nevada. Specifically, the only  
7 dates Ana provided relate to her stays in Nevada is the April 2019 move to the state. Thus, at the  
8 outset, the Court FINDS Ana has made a bare assertion related to Gabino's failure to properly  
9 effectuate service on her or that she never resided at the Silver Lake address. As noted above,  
10 Ana's court-listed address remains the Silver Lake address and she has failed to update her  
11 residential address as ordered.  
12  
13

14 The Court FINDS, from January 24, 2020 through March 5, 2020, Gabino was  
15 attempting service of his Petition: February 6, 2020 (two Affidavits of Service by substitute  
16 personal service at 1216 Silver Lake Drive, Las Vegas, Nevada on Tyler Edenfield and Ana  
17 Salas' cousin and co-occupant Ethel Adalto). The Court FINDS, on March 9, 2020, the initial  
18 hearing on this matter was held wherein the Court challenged service on Paola and directed  
19 notice to her. The Court FINDS the matter was passed to allow Gabino to effectuate service on  
20 Paola.  
21

22 The Court FINDS, on July 27, 2020, a second hearing was held wherein Gabino was  
23 ordered to obtain the services of a court-certified interpreter and he was ordered to have to North  
24 Carolina Custody Order registered with the Court. To the extent Ana asserts Gabino's use of a  
25 non-certified court interpreter somehow voids this hearing, the Court FINDS the matter was  
26 passed to allow Gabino to obtain a court-certified interpreter. However, the district court judge  
27  
28

1 had leave to *voir dire* Sue Rodriguez, the party interpreting for Gabino, as a non-credentialed  
2 interpreter as allowed by the Nevada Administrative Office of Courts (AOC) as early as August  
3 2018. See e.g., Nevada AOC Bench Card for Nevada Judiciary, Credentialed Court Interpreters  
4 Program (August 2018)(citing Title VI of the 1964 Civil Rights Act mandating interpreter  
5 services for limited English proficient (LEP) speakers in order to protect parties' due process  
6 rights and access to justice).

8 The Court FINDS Ana has made a bare assertion related to Gabino's failure to properly  
9 effectuate service on her As such, this Court FINDS Ana has failed to introduce substantially  
10 different evidence or otherwise demonstrate this Court's orders are clearly erroneous warranting  
11 reconsideration.  
12

### 13 **NRS 125D.200 WARRANT**

14 NRS 125D.200, ex parte warrant to take physical custody of child; remedies not  
15 exclusive, provides as follows:

16 1. If a petition pursuant to the provisions of this chapter contains allegations, and the  
17 court finds that there is a credible risk that the child is imminently likely to be wrongfully  
18 removed, the court may issue an ex parte warrant to take physical custody of the child.

19 2. The respondent on a petition pursuant to subsection 1 must be afforded an  
20 opportunity to be heard at the earliest possible time after the ex parte warrant is executed,  
21 but not later than the next judicial day unless a hearing on that date is impossible. In that  
22 event, the court shall hold the hearing on the first judicial day possible.

23 3. An ex parte warrant pursuant to subsection 1 to take physical custody of a child  
24 must:

25 (a) Recite the facts upon which a determination of a credible risk of imminent  
26 wrongful removal of the child is based;

27 (b) Direct law enforcement officers to take physical custody of the child  
28 immediately;

(c) State the date and time for the hearing on the petition; and

(d) Provide for the safe interim placement of the child pending further order of  
the court.



1  
2 4. If feasible, before issuing a warrant and before determining the placement of the  
3 child after the warrant is executed, the court may order a search of the relevant databases  
4 of the National Crime Information Center and similar state databases to determine if  
either the petitioner or respondent has a history of domestic violence, stalking, or child  
abuse or neglect.

5 5. The petition and warrant must be served on the respondent when or immediately  
6 after the child is taken into physical custody.

7 6. A warrant to take physical custody of a child, issued by this State or another state, is  
8 enforceable throughout this State. If the court finds that a less intrusive remedy will not  
9 be effective, it may authorize law enforcement officers to enter private property to take  
10 physical custody of the child. If required by exigent circumstances, the court may  
authorize law enforcement officers to make a forcible entry at any hour.

11 7. If the court finds, after a hearing, that a petitioner sought an ex parte warrant  
12 pursuant to subsection 1 for the purpose of harassment or in bad faith, the court may  
award the respondent reasonable attorney's fees, costs and expenses.

13 8. This chapter does not affect the availability of relief allowed pursuant to the law of  
14 this State other than this chapter.

15 Ana contends this Court's July 2, 2021 Warrant to Take Physical Custody of a Child  
16 Pursuant to NRS 125D.200 is improper and must be withdrawn because this Court failed to take  
17 testimony prior to its issuance as required by NRS 125D.200(2). The Court FINDS NRS  
18 125D.200(2) does not mandate this Court take testimony prior to issuance of a warrant.  
19 Specifically, NRS 125D.200(2) states, in part, a Respondent (Ana) "must be afforded an  
20 opportunity to be heard at the earliest possible time **after the ex parte warrant is executed**, but  
21 not later than the next judicial day unless a hearing on that date is impossible" (emphasis added).  
22

23 To the extent Ana argues reconsideration of the July 2, 2021 Warrant is required, the  
24 Court DENIES her request. Therefore, this Court FINDS Ana has failed to introduce  
25 substantially different evidence or otherwise demonstrate this Court's orders are clearly  
26 erroneous warranting reconsideration.  
27

28 Based on the foregoing, the Court DENIES Ana's Motion for Reconsideration.

1 **EDCR 7.60/DEFAULT AGAINST PAOLA SALAS**

2 EDCR 7.60 provides, in pertinent part, as follows:

3 If, without just excuse or because of failure to give reasonable attention to the matter, no  
4 appearances is made on behalf of a party on the call of calendar, at the time set for the  
5 hearing of any matter, at a pre-trial conference, or on the date of trial, the court may order  
any one or more of the following:

6 . . .  
7 (3) Dismissal of the complaint, cross-claim, counter-claim or motion or the striking of the  
answer and entry of judgment by default, or the granting of the motion.

8  
9 The Court FINDS Paolo Salas has never appeared in Nevada or filed any responsive  
10 pleading. The Court FINDS, on May 21, 2020, Affidavits of Publication were filed pursuant to  
11 this Court's April 22, 2020 Amended Order for Publication and this Court's order for Gabino to  
12 effectuate service on Paola. The Court FINDS noticed hearings were held on July 27 and August  
13 6, 2020 wherein Paola did not appear. Accordingly, the Court FINDS good cause to issue a  
14 DEFAULT against Paola pursuant to EDCR 7.60(3).  
15

16 **GABINO'S COUNTERMOTIONS**

17 In his March 17, 2022 Opposition and Countermotion, Gabino requests this Court issue  
18 an Order to Show Cause against Ana for failure to produce Yasline and file a Notice of Change  
19 of Address. The Court FINDS on March 17, 2022, Gabino filed an Ex parte Application for  
20 Order to Show Cause as required by EDCR 5.510(b). The Court FINDS Ana did not file a reply  
21 to Gabino's March 17, 2020 countermotions. Notwithstanding the provisions of EDCR  
22 5.503(b)<sup>4</sup>, the Court FINDS Gabino has met his prima facie burden for Order to Show Cause.  
23 Therefore, Gabino's request for Order to Show Cause is GRANTED. Gabino shall prepare and  
24  
25

26  
27  
28 <sup>4</sup> EDCR 5.503(b) provides the failure of an opposing party to serve and file a written opposition  
shall be construed as an admission that the motion is meritorious and a consent that it be granted.

1 submit an Order to Show Cause not later than APRIL 26, 2022. Once executed and filed,  
2 Gabino shall have the Order to Show Cause served on Ana Salas. This matter shall be scheduled  
3 for IN-PERSON evidentiary hearing on JUNE 13, 2022 AT 1:30PM.  
4

5 Next, Gabino requests an award for attorney fees and costs. The Court GRANTS  
6 Gabino's counter-motion and ORDERS Gabino to file and serve a Memorandum of Fees and  
7 Costs not later than April 26, 2022. Ana shall have seven (7) days from date of service to file  
8 any Objection. The Court will not consider any pleadings beyond Ana's Objection, if any.  
9 Decision on award for attorney fees and costs shall be scheduled on this Court's Chambers  
10 calendar (NO appearances) on MAY 25, 2022  
11

#### 12 **ORDER FOR PRODUCTION OF CHILD**

13 Based on this Court's review of the underlying pleadings, the Court has grave concerns  
14 about the minor child's condition and location. The underlying record clearly indicates Ana has  
15 residential instability by moving from state to state in addition to leaving Yasline with relatives,  
16 failing to obtain medical treatment for her and failing to properly enroll her in school. Further,  
17 the Court has concerns the child is likely to be taken or removed out of this state or concealed  
18 within this state in contravention of its orders. Despite this Court's December 21, 2021 order  
19 granting Gabino, the child's natural father, sole legal and sole physical custody, a January 26,  
20 2021 Order for Return of Child and a July 2, 2021 Warrant to Take Physical Custody of a Child,  
21 Yasline has yet to be returned to her father's custody.  
22  
23

24 ///

25 ///

26 ///

27 ///

Accordingly, the Court FINDS good cause exists to separately issue an Order to Produce Minor Child Pursuant to NRS 125C.0055.

**Dated this 12th day of April, 2022**

**HEIDI ALMASE**  
District Court Judge

**DA9 DE8 9368 4976**  
**Heidi Almase**  
**District Court Judge**

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Ana Maria Salas, Tyler Kyle  
Edenfield, Plaintiff.

CASE NO: D-20-602873-F

7 vs.

DEPT. NO. Department X

8  
9 Gabino Guardado, Defendant.

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 4/12/2022

15 Amanda Roberts, Esq.

efile@lvfamilylaw.com

16 Byron Mills

modonnell@millsnv.com

17 Peter Isso, Esq.

peter@issolaw.com

18 Gabino Guardado

sugueyr@yahoo.com

19 John Lanning, Esq.

john@issolaw.com

20  
21  
22 If indicated below, a copy of the above mentioned filings were also served by mail  
23 via United States Postal Service, postage prepaid, to the parties listed below at their last  
known addresses on 4/13/2022

24 Kyle King

376 E Warm Springs RD STE #104  
Las Vegas, NV, 89119

25  
26 Tyler Edenfield

1216 Silver Lake DR  
Las Vegas, NV, 89108



1 NEO

2 **DISTRICT COURT**  
3 **CLARK COUNTY, NEVADA**

4 \*\*\*

5 Ana Maria Salas, Tyler Kyle Edenfield,  
6 Plaintiff.

7 vs.  
8 Gabino Guardado, Defendant.

Case No.: D-20-602873-F

Department X

9 **NOTICE OF ENTRY OF ORDER TO PRODUCE MINOR CHILD**  
10 **PURSUANT TO NRS 125C.0055**

11 TO ALL INTERESTED PARTIES:

12 **PLEASE TAKE NOTICE** that an Order was entered in the above-entitled matter  
13 on April 12, 2022, a true and correct copy of which is attached hereto.

14 Dated this 19th day of April, 2022.

15 /s/ Natalie Castro

16 Natalie Castro  
17 Judicial Executive Assistant to the  
18 HONORABLE HEIDI ALMASE

19 **CERTIFICATE OF SERVICE**

20 I hereby certify that on the above file stamped date:

21 ☒ E-Served pursuant to NEFCR 9 on April 19, 2022, or placed in the folder(s) located in the  
22 Clerk's Office of, the following attorneys:

23 Amanda M Roberts, ESQ  
24 Byron Mills

25 ☒ I mailed, via first-class mail, postage fully prepaid, the foregoing NOTICE OF ENTRY  
26 OF ORDER to:

27 Tyler Kyle Edenfield  
28 1216 Silver Lake DR  
Las Vegas, NV 89108

/s/ Natalie Castro

Natalie Castro  
Judicial Executive Assistant to the  
HONORABLE HEIDI ALMASE

*Heather S. Linn*

CLERK OF THE COURT

1 ORDR

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 ANA MARIA SALAS AND TYLER KYLE  
7 EDENFIELD,

8 Plaintiff,

9 vs.

10 GABINO GUARDADO,

11 Defendant

Case No: D-20-602873-F

Dept. No: X

12 **ORDER TO PRODUCE MINOR CHILD PURSUANT TO NRS 125C.0055**

13 This is a proceeding involving one minor child: YASLINE ALEJANDRA  
14 GUARDADO-SALAS, born February 9, 2014. Pursuant to this Court's December 21, 2020  
15 order from August 6, 2020 hearing, Defendant Gabino Gaurdado, the child's natural father, has  
16 sole legal and sole physical custody of the child. On January 26, 2021, an Order for Return of  
17 Child was executed and filed by this Court. Further, on July 2, 2021, a Warrant to Take Physical  
18 Custody of a Child pursuant to NRS 125D.200 was executed and filed. To date, the Court  
19 FINDS Defendant Gabino Guardado, the minor child's natural father, has been unable to obtain  
20 custody of the child.  
21

22  
23 NRS 125C.0055(1) states as follows:

24 If, during any action for determining the custody of a minor child, either before or  
25 after the entry of a final order concerning the custody of a minor child, it appears  
26 to the court that any minor child of either party has been, or is likely to be, taken  
27 or removed out of this State or concealed within this State, the court shall  
28 forthwith order such child to be produced before it and make such disposition of  
the child's custody as appears most advantageous to and in the best interest of the  
child and most likely to secure to him or her the benefit of the final order or the  
modification or termination of the final order to be made in his or her behalf.

1 Accordingly, good cause appearing, the Court ORDERS Plaintiffs Ana Salas and/or  
2 Tyler Edenfield to produce the minor child YASLINE ALEJANDRA GUARDADO-SALAS,  
3 born February 9, 2014 before this Court on APRIL 28, 2022 AT 9:00AM at the REGIONAL  
4 JUSTICE CENTER located at 200 E. Lewis Avenue, Las Vegas, Nevada 89101 in Courtroom  
5 3B.  
6

7 **Failure to produce the minor child as ordered may result in a bench warrant being**  
8 **issued for the arrest of Plaintiffs Ana Salas and/or Tyler Edenfield. In the event a bench**  
9 **warrant were issued against Plaintiffs, this Court would be required to include a PURGE**  
10 **CLAUSE in any such order or warrant.**  
11

12  
13 Dated this 12th day of April, 2022

14  
15   
16 HEIDI ALMASE  
District Court Judge

17 C8B 3C1 CD84 CA85  
18 Heidi Almase  
19 District Court Judge  
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1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Ana Maria Salas, Tyler Kyle  
Edenfield, Plaintiff.

CASE NO: D-20-602873-F

7 vs.

DEPT. NO. Department X

8  
9 Gabino Guardado, Defendant.

10  
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efile@lvfamilylaw.com

16 Byron Mills

modonnell@millsnv.com

17 Peter Isso, Esq.

peter@issolaw.com

18 Gabino Guardado

sugueyr@yahoo.com

19 John Lanning, Esq.

john@issolaw.com

20  
21  
22 If indicated below, a copy of the above mentioned filings were also served by mail  
23 via United States Postal Service, postage prepaid, to the parties listed below at their last  
known addresses on 4/13/2022

24 Kyle King

376 E Warm Springs RD STE #104  
Las Vegas, NV, 89119

25 Tyler Edenfield

1216 Silver Lake DR  
Las Vegas, NV, 89108



1 **NEOJ**  
2 Amanda M. Roberts, Esq.  
3 State of Nevada Bar No. 9294  
4 **ROBERTS STOFFEL FAMILY LAW GROUP**  
5 4411 S. Pecos Road  
6 Las Vegas, Nevada 89121  
7 PH: (702) 474-7007  
8 FAX: (702) 474-7477  
9 EMAIL: [efile@lvfamilylaw.com](mailto:efile@lvfamilylaw.com)  
10 Attorneys for Plaintiff, Ana Maria Salas

11 **DISTRICT COURT**  
12 **FAMILY COURT**  
13 **CLARK COUNTY, NEVADA**

11 ANA MARIA SALAS AND TYLER  
12 KYLE EDENFIELD,

13 Plaintiff,

14 v.

15 GABINO GUARDADO,

16 Defendant.

Case No: D-20-602873-F  
Dept No: X

17  
18 **NOTICE OF ENTRY OF CONSENT ORDER FOR WITHDRAWAL**

19 \\\

20 \\\

21 \\\

22 \\\

23 \\\

24 \\\

25 \\\

1 PLEASE TAKE NOTICE that a Consent Order for Withdrawal was duly  
2 entered on the 19<sup>th</sup> day of April 2022, a copy of which is attached hereto and fully  
3 incorporated herein.  
4

5 DATED this 19<sup>th</sup> day of April, 2022.

6 **ROBERTS STOFFEL FAMILY LAW GROUP**

7  
8 By: Amanda M. Roberts

9 Amanda M. Roberts, Esq.

10 State Bar of Nevada No. 9294

11 4411 S. Pecos Road

12 Las Vegas, Nevada 89121

13 PH: (702) 474-7007

14 FAX: (702) 474-7477

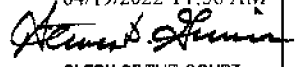
15 EMAIL: [efile@lvfamilylaw.com](mailto:efile@lvfamilylaw.com)

16 Attorneys for Plaintiff, Ana Maria Salas  
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Byron Mills, Esq.  
Email: [modonnell@millsnv.com](mailto:modonnell@millsnv.com)  
Attorney for Defendant

COBURN

  
CLERK OF THE COURT

**CONS**

Amanda M. Roberts, Esq.  
State Bar of Nevada 9294  
**ROBERTS STOFFEL FAMILY LAW GROUP**  
4411 S. Pecos Road  
Las Vegas, Nevada 89121  
PH: (702) 474-7007  
FAX: (702) 474-7477  
EMAIL: efile@lvfamilylaw.com  
Attorneys for Plaintiff, Ana Maria Salas

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

ANA MARIA SALAS AND TYLER	)	Case No: D-20-602873-F
KYLE EDENFIELD,	)	Dept No: X
	)	
Plaintiff,	)	
v.	)	
	)	
GABINO GUARDADO,	)	
	)	
Defendant.	)	
	)	

**CONSENT ORDER FOR WITHDRAWAL**

COMES NOW Amanda M. Roberts, Esq., of Roberts Stoffel Family Law Group, and the Plaintiff, Ana Maria Salas, who hereby consent and agree, subject to the Court's approval, as follows:

THAT Amanda M. Roberts, Esq., of Roberts Stoffel Family Law Group, shall withdraw as attorney of record for Plaintiff, Ana Salas, effective April 18, 2022.

THAT the Plaintiff, Ana Salas, desires to represent herself in Court and be able to present her information to the Court directly.

THAT there are three (3) hearings currently scheduled:

- (1.) April 28, 2022 at 9:00 a.m., regarding an Order to Produce Child (requires personal appearance);
- (2.) May 25, 2022 in chambers (no appearances necessary) regarding Attorney Fees and Costs; and
- (3.) June 13, 2022, at 1:30 p.m., for an Order to Show Cause Trial (requires personal appearance).

THAT the Plaintiff, Ana Maria Salas, is aware of the pending hearings as set forth herein above.

THAT that Plaintiff, Ana Maria Salas, has requested to move forward in proper person, therefore terminating my services.

THAT it is not necessary for Amanda M. Roberts, Esq. of Roberts Stoffel Family Law Group, to file a Motion to Withdraw, to serve Plaintiff, to allow her time to respond, or to set a hearing on the Court's calendar regarding same.

///

///

///

///

1        THAT the Plaintiff, Ana Maria Salas, shall proceed *in proper person* and all  
2 future communications shall be to Plaintiff directly. Plaintiff's address, telephone  
3 number and email address is:  
4

5                    Ana Maria Salas  
6                    903 Nineth, Unit #51  
7                    Seattle, Washington 98104  
8                    PH: (253) 350-5229  
9                    Email: aimiyumi323@gmail.com

10        THAT should the Plaintiff, Ana Salas, change her address, telephone number  
11 and email address that she must file a "Notice of Change" and serve it upon  
12 Defendant's Counsel if the Defendant is represented or Defendant if he is  
13 unrepresented.

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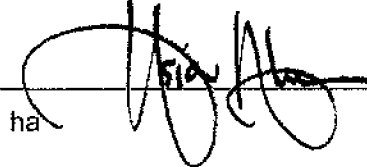
1 NOW THEREFORE,

2 IT IS HEREBY ORDERED that Amanda M. Roberts, Esq., of Roberts  
3 Stoffel Family Law Group, shall withdraw as attorney of record for Plaintiff, Ana  
4 Maria Salas, effective April 18, 2022.  
5

6 IT IS FURTHER ORDERED the Plaintiff, Ana Maria Salas, shall proceed *in*  
7 *proper person* and all future communications shall be to Plaintiff directly.  
8

9 IT IS SO ORDERED.

10 Dated this 19th day of April, 2022

11   
12 ha \_\_\_\_\_  
13

14 969 936 64E5 BC71

Heidi Almase

District Court Judge

15 Respectfully Submitted By:

Respectfully Submitted:

16  
17 

18 Amanda M. Roberts, Esq.  
19 State Bar of Nevada No. 8898  
20 4411 S. Pecos Road  
21 Las Vegas, Nevada 89121  
22 PH: (702) 474-7007  
FAX: (702) 474-7477  
EMAIL: efile@lvfamilylaw.com

/s/ Ana Maria Salas (see attached email)

Ana Maria Salas  
903 Nineth Ave., Unit 51  
Seattle, Washington 98104  
PH: (253) 350-5229  
EMAIL: aimiyumi323@gmail.com  
Plaintiff



## Colleen O'Brien

---

**From:** Sita Rose <aimiyumi323@gmail.com>  
**Sent:** Monday, April 18, 2022 5:27 PM  
**To:** Colleen O'Brien  
**Subject:** Re: Salas

You have my permission to sign electronically

On Mon, Apr 18, 2022 at 4:57 PM Colleen O'Brien <[colleen@lvfamilylaw.com](mailto:colleen@lvfamilylaw.com)> wrote:

Ana,

Attached please find the Consent Order to Withdrawal.

If you are in agreement with the attached Order, you may email me back stating I have your permission to use your electronic signature.

Thank you,

*Colleen O'Brien*

*Paralegal to Amanda M. Roberts, Esq.*

ROBERTS STOFFEL FAMILY LAW GROUP

4411 S. Pecos Road

(Office is located on a small side street, University)

Las Vegas, Nevada 89121

PH: (702) 474-7007

FAX: (702) 474-7477

WEB: [lvfamilylaw.com](http://lvfamilylaw.com)

1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA  
4

5  
6 Ana Maria Salas, Tyler Kyle  
Edenfield, Plaintiff.

CASE NO: D-20-602873-F

7 vs.  
8

DEPT. NO. Department X

9 Gabino Guardado, Defendant.

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14 Service Date: 4/19/2022

15 Amanda Roberts, Esq.

efile@lvfamilylaw.com

16 Byron Mills

modonnell@millsnv.com

17 Peter Isso, Esq.

peter@issolaw.com

18 Gabino Guardado

sugueyr@yahoo.com

19 John Lanning, Esq.

john@issolaw.com

**WASHINGTON STATE RESIDENTIAL LEASE/RENTAL AGREEMENT AND SECURITY DEPOSIT RECEIPT**

Electronically Filed

4/27/2022 2:53 AM

Steven D. Grierson

CLERK OF THE COURT

THIS AGREEMENT made this 2nd day of April, 2021 between Westminster Apartments who shall be the Landlord as defined in law, hereinafter called "Owner") and Ana Salas + Marcos Carlos (regardless of number, who shall be the Tenant as defined in law, hereinafter called "Resident") for rental Premises located at 903 9th Avenue, Apt. 51, in the City of Seattle, King County, Washington. (the "Premises"). The Premises may be a portion of an apartment complex or other larger parcel of land and, if so, the larger parcel shall be referred to herein as the Property. Upon signing of this lease, it becomes valid and enforceable.

**1. TERM:** The term of this Agreement shall be (check one):

- a. ☐ a month-to-month tenancy beginning: **OR**  
b. ☒ a Lease for a term of 12 months beginning April 2, 2021 and ending March 31, 2022.

**If Paragraph 1(b) is checked above, check of one of the Following:**

- c. ☒ upon expiration of the above-stated initial term of Lease, this Agreement shall revert to a month-to-month tenancy on the same terms and conditions as this Agreement, except that a \$150.00 per month "month-to-month" fee shall then apply, and except as may be amended by Owner upon thirty days' written notice, **OR**  
d. ☐ upon expiration of the above-stated initial term of Lease, all Resident's right to occupy the premises shall cease without right to extend the term hereof. This Agreement shall not revert to a month-to-month tenancy following expiration of the term.

**2. RENT:** Resident shall pay monthly rent and other charges in the following amounts:

MONTHLY PREMISES RENT	\$1280.00
MONTHLY PARKING SPACE RENT	
MONTHLY STORAGE LOCKER RENT	
OTHER MONTHLY CHARGES	utilities \$95.00
MONTH-TO-MONTH FEE (if section 1(c) above has been checked)	only at term end
<b>TOTAL RENT</b>	<b>\$1375.00</b>

The total amount set forth above is payable in advance by the 1<sup>st</sup> day of each and every month during the said term to Owner at \_\_\_\_\_, or any such other place that the Owner may from time to time designate. Any rent unpaid by the due date is termed delinquent. Any rent payment that is mailed vs. placed in rent box must be received, not postmarked, by the 1<sup>st</sup>. Unless restricted by applicable law, Owner may, at Owner's option, apply funds received from Resident to balances due in the following order: damage, repairs, unpaid utilities, late payment charges, notice fees, miscellaneous charges such as parking or storage rental, and past due rent, and current rent.

Rent received after the 1<sup>st</sup> day of each month shall result in assessment against Resident of a \$ 250.00 late payment charge, which shall be considered to be additional rent and must be paid at the time the delinquent rent is paid. Any check, which fails to clear the bank, shall be treated as unpaid rent and shall be subject to the aforementioned late payment charge, plus a \$ 50.00 returned check fee. Should Resident submit a check, which is dishonored or returned for insufficient funds, or should Resident offer payment to cure any default such as following receipt of a Pay or Vacate Notice, Resident shall make such payment by cashier's check or money order. If Resident gives Owner two checks that are returned for nonpayment, all future payments by Resident shall be made by cashier's check or money order. Notwithstanding the foregoing, Owner may issue a Fourteen Day Notice to Pay Rent or Vacate immediately when rent is delinquent. **It is the resident(s) responsibility to insure that the whole amount due is paid in FULL by the 1<sup>st</sup> to avoid late fees. If paying rent by check or money order(s) in any amount(s) less than the FULL amount, all such separate payments must be made and received by the 1<sup>st</sup>.** The full monthly late fee of \$250 will be chargeable on any ledgers with balances as of 11:59pm on the 1<sup>st</sup>. If Owner must serve a notice required by RCW 59.12 et seq. or RCW 59.18 et seq., Resident shall be responsible for a \$50.00 Notice fee.

Resident(s) to Initial AS

MAC

**3. DEPOSIT:** Resident agrees to pay the sum of (choose one) ☒ 25% of the monthly rent amount totaling \$ 343.75 ☐ (other amount) \$ \_\_\_\_\_ as a deposit securing all obligations, including unpaid rent, damage, cleaning, late payment, utilities, keys and other charges. The deposit shall be kept in a trust account with Heritage Bank: 10500 NE 8th Street #1500, Bellevue, WA 98004. Tenant's liability is not limited by the amount of the deposit. Resident is prohibited from applying any amount of the deposit to rental or other payments owed to Owner. At the conclusion of the tenancy, Resident shall provide Owner with a single forwarding address to which the deposit accounting and any refund are to be sent. Any refund will be by a single check payable to all individual Residents and they shall apportion any refund among themselves. Owner' itemized statement for retaining any of the deposit, together with any refund owing shall be sent to Resident's forwarding address within 21 days after termination of this Agreement and vacation of the premises, conditioned upon Resident's compliance with this Agreement and the following:

- a) Resident shall have complied with all the conditions of this Agreement; including the lease dates. **If resident(s) vacate said residence without completing the lease terms stated above, the refundable deposit is forfeited and resident(s) are liable for rent of said unit until it is re-rented. Furthermore with the deposit being forfeited the Resident(s) are also liable for ALL damages to unit and/or property caused by resident(s) or their guests.**  
b) Except for charges imposed pursuant to paragraph #4 hereof, Resident shall clean and restore the premises to its condition at the commencement of this tenancy as evidenced by the Property Condition Report checklist, which is incorporated herein by reference, less wear and tear from normal usage. Resident agrees that soiling and staining is not wear and tear from normal usage.  
c) Resident shall bear the cost to replace or repair any missing or damaged property or fixtures provided by the owner.  
d) Labor for repairing the premises shall be at the rate of \$ 45.00 per hour, excepting labor performed by parties other than Owner or agent, which shall be assessed at its actual cost.  
e) Resident's payment of any fees or charges imposed pursuant to this Agreement, including early termination charges as stated in section (a) above.

Resident(s) to Initial AS

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**4. NON-REFUNDABLE CHARGES:** Resident agrees to pay the sum of 10% of the monthly rent amount \$ 137.50 as a non-refundable charge, which shall be used for a cleaning fee. Resident also agrees to pay the sum of \$ 80.00 as a non-refundable charge, which is owner's actual cost for obtaining tenant screening/credit reporting, which sum shall not be refunded under any circumstances. These non-refundable charges are not to be applied to any other fees or costs incurred by resident.

Resident(s) to Initial AS

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Resident Signature

Apr 2, 2021  
Date

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Resident Signature

Apr 2, 2021  
Date

**WASHINGTON STATE RESIDENTIAL LEASE/RENTAL AGREEMENT AND SECURITY DEPOSIT RECEIPT**

5. **PREPAYMENTS:** Resident has made a prepayment of last month's rent of \$ 0. Resident is required to pay any difference between the prepayment and the actual last month's rent where the rent has increased before the last month of tenancy.
6. **APPLICATIONS:** Resident warrants the accuracy of all information contained on Resident's rental application. A subsequent determination that Resident provided false or inaccurate information on the rental application is a breach of the terms of this Agreement and Owner may take legal action to terminate this Agreement in such case.
7. **ATTORNEY FEES:** In the event any action, suit or proceeding is instituted to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs incurred. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. It is agreed that venue for any legal action brought to enforce the terms of this Agreement shall be in the District or Superior Court with jurisdiction over the area in which the premises are located. Furthermore, if for any reason Owner directs an attorney to issue any notice permitted pursuant to RCW 59.12 et seq. or RCW 59.18 et seq., Resident agrees to pay Owner's reasonable attorneys' fees and any other expenses related to preparing and serving the notice, which shall be paid by the deadline for compliance with the Notice.
8. **RENT CONCESSION OR OTHER RENT DISCOUNT:** As consideration for your agreement to remain in your premises and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and/or Discount. *(check all that apply)*
- ☒ **One-Time Concession:** You will receive a One-Time Concession off the rent indicated in Paragraph 2 in the total amount of \$ \$1375.00. This Concession will be credited to your rent due for the month of April.
- ☐ **Monthly Discount/Concession:** The rent indicated in Paragraph 2 includes a Monthly Discount of \$ \_\_\_\_\_ per month off of the suggested rental rate of your premises.
- ☐ **Other Discount/Concession:** You will receive the following discount off the rent indicated in Paragraph 2: \_\_\_\_\_.

The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under this Agreement through the entire term of your Lease. If your lease is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount Agreement will be immediately terminated, and you will be required to immediately repay to the Owner the amounts of all concessions and/or discounts that you have actually received for the months you resided in the Premises, and without further notice from us.

9. **TERMINATION OF TENANCIES:** Unless paragraph 1(d) governs this Agreement, any notice of termination shall be by written notice of at least twenty (20) days before the end of any monthly rental period, given by either party to the other. If resident vacates the premises prior to the expiration of the lease term with or without written notice the resident's refundable deposits become forfeited and residents are subject to lease charges through the lease term or until the management company is able to rent the said unit to a new resident as provided for in RCW 59.18.310. **Any notice of termination must provide for the vacation of the premises by all occupants unless otherwise agreed to by lessor in writing. With respect to month-to-month tenancies, cancellation of a notice of termination must also be given by written notice, and will be subject to Owner approval and availability.** Once a written cancellation notice has been approved it is agreed by all parties that the tenancy is again a month-to-month tenancy and, when resident(s) later desire to terminate tenancy, a new termination notice must be given in writing 20 days before the end of any given month (rental period). All notices must be deposited in the rent box of the apartment building that resident(s) resides in, or mailed, but must be RECEIVED (not postmarked) before the 20 day period starts (last 20 days of any given month during a "month to month" tenancy). If proper notice is not given as described in this paragraph, the resident is liable for rent until unit is re-rented along with a Lease Break Fee in the amount of \$2,000.
10. **DAMAGE:** Resident has inspected the Premises and acknowledges that they are in good condition at the commencement of this Agreement, except as otherwise indicated on the Property Condition Report (attach form as required by RCW 59.18.260). Resident shall maintain the Premises in a clean and orderly condition, including but not limited to appliances, plumbing, floor coverings, and all personal property provided by Owner, throughout the term of this Agreement and upon surrendering the premises to Owner. Resident will bear the cost of any repair performed by Owner to restore the premises to the condition indicated on the attached Property Condition Report, except for wear resulting from ordinary use of the Premises. **Resident is responsible for rent lost by Owner while performing repairs and/or cleaning because of failure to comply with the foregoing.** The Property Condition Report will be used to determine the refund of deposit at the end of this tenancy. Resident understands and agrees that any damage caused by or related to cigarette/pipe/cigar smoking or any tobacco product use, or use of candles, incense, oil lamps, or burning of any other product (except for proper use of Owner installed fireplaces), shall not constitute wear resulting from ordinary use of the Premises. The cost of such repair, which shall be borne by Resident may include the following: deodorizing the Premises, sealing and painting of walls and ceiling, and repairing or replacing carpeting or padding.
11. **SMOKE DETECTION DEVICES:** It is the responsibility of Resident to maintain all smoke detection devices, including replacement of any batteries. Resident shall not tamper with, remove batteries, or otherwise disable any smoke detection devices. Any Resident failing to comply can be fined up to \$200.00 in accordance with RCW 43.44.110. Resident's initials at the end of this paragraph indicates that all smoke detection devices in the Premises are in proper working order as of the date of this Agreement. Resident(s) to Initial AS MAC
12. **USE/ASSIGNMENTS OR SUB-LETTING:** Resident shall not use the premises for any business purpose regardless of whether such business may be authorized by local law as a legal home occupation. Resident shall not assign this Agreement, sub-let the premises, give accommodations to any roomers or lodgers, or permit the premises to be used for any purpose other than as the primary full time residence for the following named persons *(include all minors)*:

Ana Sales

Yasline Salas

Marcos Carlos

Changes in occupancy are not permitted without the prior written approval of Owner at the Owner's sole discretion. In the event that Resident contemplates a change in occupants or marital status during the term of this Agreement, no such change shall modify this Agreement unless Owner consents thereto and prepares a revised rental Agreement, which shall be signed by all Residents. Should Owner agree to any sublet, assignment or change in occupancy, the vacating Resident recognizes that any prepayments or refundable deposits will be assigned to the successor Residents and any refund shall be made solely to the successor residents at the termination of tenancy.

Ana Sales  
Resident Signature

Apr 2, 2021  
Date

Yasline Salas  
Resident Signature

Apr 2, 2021  
Date

**WASHINGTON STATE RESIDENTIAL LEASE/RENTAL AGREEMENT AND SECURITY DEPOSIT RECEIPT**

13. **UTILITY CHARGES:** Resident agrees to establish use, maintain and pay for all utilities without delinquency, including but not limited to electricity, garbage, sewer, water, natural gas, oil and cable television used in or charged against the Premises during the term of the agreement except: w/s/g included in monthly rent payments
14. **METHOD OF PAYMENT:** Resident agrees that all Rent, Utility, Parking and Storage fees shall be added together along with any additional monthly charges and paid for with (1) check or money order unless the financial institution issuing said check or money order is unable to print combined totals on 1 check or money order or if roommates are paying separately. As stated in section 2 of this leases all separate payments totaling 100% of balance due must be received by the 1<sup>st</sup> or rent is considered late and accounts are subject to a late fee. Resident(s) to Initial AS
15. **DELIVERY OF PREMISES:** If for any reason whatsoever Owner does not deliver possession of the premises on the commencement of the term of this Agreement, rent shall be prorated until such time as Owner tenders possession. In all other respects this Agreement shall remain in full force and effect and the term shall not be extended. In no event shall Owner be liable to Resident for damages caused by failure to deliver possession of the premises. MACMAC
16. **NON-WAIVER OF BREACH:** The failure of Owner to insist upon the strict performance of any term of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any of such term or Agreement, but the same shall remain in full force and effect. Owner's acceptance of rent after issuing a notice pursuant to RCW 59.12 et seq., or RCW 59.18 et seq., or any other notice, shall not waive Owner's right to enforce said notice.
17. **WATER-HEATER:** PURSUANT TO RCW 19.27, the State of Washington requires that upon occupancy, the Temperature control in an accessible domestic hot-water heater within a rental dwelling be set not higher than a 120 degrees Fahrenheit. Resident acknowledges that, if accessible, Resident has inspected the hot-water heater and to the best of Resident's knowledge does not believe it to be set higher than 120 degrees Fahrenheit.
18. **RENTAL PREMISES, STORAGE AND PARKING:** If an apartment, the Premises consist of the interior of the apartment. Regardless of whether they are assigned for Resident's use, all exterior access ways, decks, planting areas, patios, parking and storage spaces are common areas of the Property and are not part of the Premises. Whenever Owner assigns such areas for Resident's use, said usage is a license to use in common with Owner. Resident is licensed to use parking space        and storage locker       . All Resident's obligations pursuant to this Agreement shall extend to said storage locker and/or parking space(s). Regardless of whether the Premises are an apartment or single family home, Resident recognizes that his/her storage of any personal property on the Premises is at his/her own risk. Resident hereby releases Owner and agent from any and all claims for damages arising out of the loss or damage to goods in storage for whatever reason.
19. **LIABILITY:** Neither Owner nor any agent shall not be liable to Resident, resident's family, agents, invitees, employees, or servants for any damages or losses to person or property caused by other residents of the property or other persons. Resident agrees to indemnify and hold harmless Owner and agent(s) from and against any and all claims for damages to property or person arising from resident's use of the premises or from any activity, work or thing done, permitted or suffered by resident in or about the Premises. Owner or agent(s) shall not be liable for personal injury or damage or loss of resident's personal property from theft, vandalism, fire, water, rainstorms, smoke, explosions, sonic booms, earthquake or earth movement, or other causes whatsoever unless the same is due to the sole negligence of Owner. If any of Owner or agent's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other service not contemplated in this Agreement, such employee shall be deemed to be the agent of resident regardless of whether payment is arranged for such service; and resident agrees to indemnify and hold Owner and agent(s) harmless from all loss offered by Resident or other person in any of the aforesaid circumstances. Resident understands that Owner and its legal representatives do not guarantee, warrant, or assure resident's personal security and are limited in their ability to provide protection. Residents acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Resident acknowledges that they should not rely upon the presence of such devices or measures and should protect themselves and their property as if these devices or measures did not exist. RESIDENT UNDERSTANDS THAT ANY PROACTIVE STEPS OWNER HAS TAKEN ARE NEITHER A GUARANTEE OR A WARRANTY THAT THERE WILL BE NO CRIMINAL ACTS OR THAT RESIDENT WILL BE FREE FROM THE VIOLENT TENDENCIES OF THIRD PERSONS. RESIDENT HAS BEEN INFORMED AND UNDERSTANDS AND AGREES THAT PERSONAL SAFETY AND SECURITY ARE RESIDENT'S OWN PERSONAL RESPONSIBILITY. Resident agrees and understands that any insurance, which Owner maintains, is not for the benefit of Resident. Resident is responsible for all damage caused the premises, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement thereof, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.
20. **LIENS AND SALES:** Owner may encumber the premises by mortgages, deeds of trust or other financing instruments, and any such instrument so given shall be superior to the rights of resident herein. Foreclosure of any such instrument shall not constitute a constructive eviction of resident and resident agrees to adorn to the purchaser at any such foreclosure or sale as if this Agreement was between resident and such purchaser directly. Any sale of the Premises or of the building of which the premises are a part shall not affect this Agreement or any of the obligations of resident hereunder, but upon such sale, the prior owner of the Property shall be released from all obligations hereunder and resident shall look solely to the then owner of the Property for the performance of Owner's duties hereunder after the date of such sale.
21. **GENERAL TERMS:** No oral agreements have been entered into with respect to this Agreement. This Agreement shall not be modified except by an instrument in writing signed by Resident and Owner. In the event of more than one resident, each resident is jointly and severally liable for each provision of this Agreement. Each resident states that he or she is of legal age to enter into this Agreement. All obligations hereunder are to be performed in the County and state where the Property is located. Time is of the essence of this Agreement.
22. **DAMAGE OR DESTRUCTION OF PREMISES/PROPERTY:** In the event of damage to the Premises or Property by fire, water or other hazard, and the damages are such that Resident's occupancy can be continued. Owner shall make such repairs as needed with reasonable promptness and rent shall NOT abate during the period of such repairs. If in Owner's opinion, the Premises or Property are so damaged as to be unfit for occupancy, and Owner elects to make such repairs, the rent provided for herein shall abate during the period of time the Premises are not occupied by Resident, but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event that the Premises or the Property are so damaged or destroyed as to be, in the sole opinion of Owner, incapable of being satisfactorily repaired, then this Agreement shall terminate and Resident shall immediately vacate. In such case, Resident shall pay rent up to the day Resident vacates the Premises.
23. **SEVERABILITY:** If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term hereof,

AS  
Resident Signature

Apr 2, 2021  
Date

AS  
Resident Signature

Apr 2, 2021  
Date

## WASHINGTON STATE RESIDENTIAL LEASE/RENTAL AGREEMENT AND SECURITY DEPOSIT RECEIPT

then it is the intention of the parties hereto that the remainder of the Agreement shall not be effected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

24. **CHANGE OF RESIDENT/ROOMMATE:** A 250.00 Change in Resident Fee will be charged whenever a Resident is added or removed from this Lease Agreement. The previous Resident must submit in writing that they are moving out of the Apartment. New Resident must submit Application/Application Screening Fee and receive approval from Landlord. A Roommate Release Form and/or Change of Resident Addendum must be signed by all Resident prior to occupancy. Any unauthorized occupant or violation of these terms is subject to termination.
25. **LOCKOUT OR LOST KEY:** If Resident loses their key(s) or locks themselves out of their rental unit, they will be charged a \$45 Lockout Fee and are subject to any additional fees or costs associated with locksmith services, repair and replacement keys. Resident is obligated to notify management of any replacement keys, copies of keys or lock changes that occur during residency.
26. **UNAUTHORIZED PET FEE/PENALTY:** Any resident that is found to have allowed an unapproved pet or animal onto the said property, regardless of the length of time the unapproved pet or animal has been kept at the property, is charged with a \$300 penalty per pet/animal. This penalty fee is not a deposit and the subject pet must be removed with 3 days of notice.
27. **RESIDENT'S OBLIGATIONS AND HOUSE RULES:** Resident agrees as follows:
- a) To pay all rent and other charges promptly when due or assessed, including utilities for which Resident is responsible. Resident agrees to submit to Owner upon demand, proof that any utilities, assessments or charges have been paid.
  - b) To execute all revised rental agreements upon request;
  - c) To maintain the temperature of the premises at such a level to prevent breakage of pipes or other damage to the premises;
  - d) Not to do or keep anything in or about the premises which will increase the present insurance rate thereon. Resident agrees to reimburse Owner for any increase that might occur for violation of this rule;
  - e) To properly dispose of all rubbish, garbage, and other waste at reasonable and regular intervals and to follow all recycling procedures. To assume all costs of extermination and fumigation for infestation caused by Resident; Resident agrees not to store any hazardous material including but not limited to asbestos, petroleum and petroleum byproducts, old batteries, or paint on the premises or Property.
  - f) Not to intentionally or negligently destroy, deface, damage, change, repair or remove any part of the structure or dwelling, including the facilities, equipment, furniture, floor or window coverings, furnishings, locks and appliances, or permit any member of Resident's family, invitee, licensee, or any person under Resident's control to do so, and agrees to notify Owner of any such damage that occurs; To repair at Resident's expense any damage to the premises caused by Resident's acts or neglect within the time period provided by written notice from Owner requiring such repairs;
  - g) Except in cases of emergency where no notice is required, to permit Owner, his or her agents, employees, or representatives to enter the Premises at reasonable times after notice as provided in the Residential Owner-Resident Act and to permit Owner to show the premises to prospective Residents.
  - h) To permit Owner to display "for rent" or "for sale" signs at any time during a tenancy;
  - i) Resident understands that this tenancy shall terminate at 11:00 p.m. on the last day of occupancy. It is Resident's obligation to have the Premises vacant and thoroughly clean by that hour.
  - j) Not to install a waterbed or satellite dish without the prior written approval of Owner. If permission is granted to use a waterbed, Resident shall obtain an insurance policy to protect Owner from any damage which may be caused thereby;
  - k) Not to make any alterations, additions, painting or improvements to the premises, nor to change or add additional locks, nor change or add telephone or cable T.V. jacks, nor to install any wires, cables or aerials for radio or television purposes on the roof or other parts of the building without the prior written approval of Owner. In the event such consent is given, all such alterations or additions shall be made at the sole expense of Resident and shall become the property of Owner and remain in and be surrendered with the premises upon vacancy, unless the consent given requires the removal of the improvement and restoration of the premises and the Property. Resident is responsible for any damage caused by the use of tacks, nails, or adhesives on walls or woodwork. Tenants may install satellite dishes only where consistent with our Addendum Regarding Installation of Satellite Dishes.
  - l) To notify Owner immediately in writing of any necessary repairs or damage to the premises such as leaking pipes, toilets, faucets, etc.; To comply with all laws and ordinances and the directions of all proper officers in relation thereto; with special emphasis placed on the Owner's prohibition on the use of the Premises for prostitution, drug manufacture/use/possession/sale, and felony or misdemeanor or any other illegal use. Resident shall keep the premises free of illegal drugs, nor use the same on the Premises. Residents agree not to abuse any drugs, whether legal or illegal, or alcohol in a manner that will either disturb the peace of quiet enjoyment of other residents or endanger the health, safety, or wellbeing of any resident, family member, guest or invitee resident at the Property or adjacent properties. Resident, family members or guest shall not engage in gang related activity on or about the Premises. To have no garage, yard or other sales on the Premises or Property, nor to give lessons or tutoring or to have guests visit for any commercial purpose without Owner's written consent;
  - m) Not to permit any person to occupy the Premises other than those persons identified in Paragraph 12. Guests of Resident staying a maximum of 5 (five) days are permitted within any given 4 (four) week period and do not require authorization by Owner. All unauthorized occupants shall, in addition to any other remedy, result in imposition of a per day charge of \$25.00. Management may require that a guest leave the Premises if management determines that the guest is disrupting the Premises, other residents, or management.
  - n) If applicable, the laundry room shall be cleaned by resident after each use. Laundry facilities shall not be used by non-Residents or for commercial purposes. The laundry and its facilities shall be used only for washing and drying of the usual personal and household articles. No cleaning with inflammable materials or dyeing of clothes in washing machines is permitted;
  - o) Not to throw anything from windows and/or balconies;
  - p) Not to store bicycles or other personal effects in common areas such as halls, stairways, elevator, laundry-rooms, public areas, or areas of the dwelling such as decks or hallways which are open to public view, unless such item has been specifically approved by Owner;
  - q) Except as otherwise permitted by law, to display no signs or placards on or about the Premises or Property;
  - r) Resident, family and guests shall have due regard for the peace and enjoyment of other Residents in the Building. The level of noise created by any Resident, within or outside any unit, whether it originates from television, stereo, conversation or any other source must be such that it cannot

  
Apri 3, 2021 10:15 PM  
Resident Signature

Apr 2, 2021  
Date

  
Apri 3, 2021 10:15 PM  
Resident Signature

Apr 2, 2021  
Date

**WASHINGTON STATE RESIDENTIAL LEASE/RENTAL AGREEMENT AND SECURITY DEPOSIT RECEIPT**

be heard in any other Resident's unit between the hours of 10 pm and 10 am:

- s) To keep the Premises and Common areas such as parking spaces, patio and/or lanai, and storage area, including furnishings, appliances, floor coverings, and draperies in good order, and in a clean and sanitary condition;
- t) To conform to the rules and regulations adopted by Owner which supplement this Agreement. Owner's rules and regulations may be modified upon 30 days' written notice, except rent (housing cost) increases for properties within the Seattle city limits where the increase exceeds 10% annually, which shall require 60 days' written notice;
- u) Resident shall maintain liability insurance and licenses upon all motor vehicles brought onto the Property and shall provide Owner proof upon request.
- v) Resident shall not block open or provide access through any security doors, nor shall Resident disable any security devices on the Premises;
- w) Resident shall not disconnect or relocate within the dwelling any owner supplied appliance without owner's written consent;
- x) To notify and deliver to management any legal notice, received from any person or governmental agency, which relates to the Property;
- y) Resident shall reimburse Owner promptly in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Resident, their invitees, family or guests. Residents shall be responsible for any damage resulting from windows or doors left open. Such reimbursement shall be due immediately upon demand by Owner. Owner's failure or delay in demanding damage reimbursements, late payment charges, returned check charges or other sums due from Resident shall not be deemed a waiver thereof; and Owner may demand the same at any time;
- z) Decorating: no signs, lights, decorations or articles are allowed in the windows or on the unit's door. NO PAINTING OR DECORATING THE WALLS OR WINDOWS. Must use picture hangers or thumbtacks. No large nails or scotch tape are to be used. Nothing may be put between blinds and the windows;
- aa) Patios: Only outside furniture and equipment allowed on private decks and patios. At no time may residents allow any furniture or equipment to block access to the unit and/or building for maintenance, management or emergency personal.
- bb) Occupancy: Limits of 2 residents are allowed in studios, a limit of 3 residents in a 1 bedroom and 5 residents in a 2 bedroom. Please check with management for restrictions for a unit size not listed here.
- cc) Noise/Nuisance: Stereos, radios and televisions must be kept at a reasonable level between 10pm and 10 am. They must not be heard in the hallways or adjoining apartments. Regardless of the time of day, no loud parties, drinking or gathering in hallways or common areas. No running in hallways or on the stairways. No yelling or similar behavior that may be offensive, intimidating or disruptive to other tenants or management.
- dd) Satellite Dish: No resident may permit anything to be attached to the building or placed on the roof. If said unit has a private patio or deck the resident may choose to have a modern smaller sized satellite dish (to be approved by management) installed but must be connected to a nonattached base and kept on the said private deck or patio. The satellite may not be placed in common areas or any other area without permission of management.

28. **LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead based paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords and Owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor ☐ has knowledge OR ☒ has NO knowledge of any lead-based paint and/or lead-based paint hazards in the housing. If lessor has knowledge of any lead-based paint and/or lead-based paint hazards, lessor agrees to provide all available records and reports pertaining to the said hazards list of documents to be attached to lease and itemized below.

Lessee has received copies of all said reports if applicable

Resident(s) to Initial AS MAC

Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*

Resident(s) to Initial AS MAC

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Resident(s) to Initial AS MAC

29. **APARTMENT RENTAL AGREEMENT/AMENDMENT FOR CRIME/DRUG-FREE HOUSING:** Lessor and Lessee agree to the following:

- a. Lessee, any member of the lessee's household, or a guest or other person under the lessee's control shall not engage in criminal activity, including drug-related criminal activity, on or near said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use of a controlled substance as defined in section 102 of the Controlled Substances Act (21 u.s.c.802).
- b. Lessee, any member of the lessee's household, or a guest or other person under the lessee's control shall not permit the dwelling unit or any other part of the property to be used for or facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- c. Lessee or other member of the household will not engage in the manufacturing, sale, or distribution of illegal drugs at any location, on or near the said property or otherwise.
- d. Lessee, any member of the lessee's household, or a guest or other person under the lessee's control shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of firearms, on or near the premises.
- e. Violations: A single violation of these provisions shall be considered serious and as a material violation of the apartment/rental agreement and good cause for termination of tenancy. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.

Resident(s) to Initial AS MAC

30. **FIRE SAFETY:** The dwelling located at 903 9th Avenue, Apt 51, City of Seattle, King County, Washington has been equipped with 1 (insert number) smoke detection device(s) as required by RCW 43.44.110.

- a. The above described detection device(s) are: (check one) ☐ hard-wired OR ☒ battery operated. If battery operated, the unit(s) has been checked and is properly operating at the commencement of tenancy. Under the law it is the resident's responsibility to maintain the smoke detection device(s) in proper operating condition in accordance with the manufacture's recommendations, including providing it with replacement batteries as needed. A fine

Ansh  
Resident Signature

Apr 2, 2021  
Date

Handwritten Signature  
Resident Signature

Apr 2, 2021  
Date

# WASHINGTON STATE RESIDENTIAL LEASE/RENTAL AGREEMENT AND SECURITY DEPOSIT RECEIPT

of not more than TWO HUNDRED DOLLARS is imposed and due for failure to comply with these provisions of RCW 43.44.110(3). Failure to maintain the smoke detector is also grounds for termination of tenancy. Additionally, if liability or damage occur because of a resident's failure to maintain the unit, you may leave yourself open to potential lawsuits and liability. Resident also agrees to test the smoke detector for proper operation once a month and report any malfunctions to the landlord in writing.

- b. The subject property (check one) ☒ does ☐ does not have a fire sprinkler system.
- c. The subject property (check one) ☒ does ☐ does not have a fire alarm system.
- d. The subject property (check one) ☒ does ☐ does not have a smoking policy. See Paragraph 32 of this Agreement.
- e. The subject property DOES NOT have an emergency notification plan, relocation plan or evacuation plan. Resident(s) are required to vacate the subject property in case of fire and may not re-enter the subject property until authorized by the Fire Department and/or Landlord.

31. **RENTER'S INSURANCE:** For the duration of the Lease and at sole cost and expense to the Lessee, Resident is required to maintain and provide evidence of the following minimum required insurance coverage:

- a. General Liability coverage for acts and omissions of Lessee in the minimum amount of \$100,000 (on a per occurrence basis). Lessee may obtain the General Liability Policy from any qualified insurer.
- b. The General Liability Policy shall list Lessor as an "Interested Party" or "Additional Interest" on the Declarations page of the General Liability Policy and provide that Lessor shall receive written notice no less than thirty (30) days prior to the expiration or termination of the General Liability Policy.
- c. The General Liability Policy must extend coverage for negligent water damage Lessee may cause to Lessee's unit of possession.

Resident is required to furnish Landlord with evidence of Minimum Required Insurance (MRI) prior to occupancy of leased premises, at the time of each lease renewal, and within 48 hours of any request by Landlord. If at any time Resident does not provide Landlord with evidence of in force MRI, Resident is in breach of the Lease and Landlord shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase MRI coverage and seek reimbursement from the Resident for all costs and expenses associated with such purchase ("Landlord Purchased Coverage" or "LPC").

The LPC will provide the MRI listed above. An amount equal to the total cost of the LPC coverage (premium and administrative fee) shall be charged to Resident by the Landlord. The Landlord reserves the right to change the insurance company which it procures LPC at any time without notice to the Resident. Some important points of The LPC, which Resident should understand are:

- a. LPC will fulfill the MRI of the Lease. The Landlord is the Insured under the LPC. Resident is not the Insured under the LPC.
- b. LPC is not personal liability insurance or renters insurance. Landlord makes no representation that LPC covers the Resident's personal property (contents), additional living expense or liability arising out of bodily injury to any third party. If Resident requires any of these coverage's, then Resident should contact an insurance agent or insurance company of Resident's choice.
- c. The total cost to the Resident for the Landlord obtaining LPC shall be twenty five dollars (\$25.00) per month. This includes: (a.) an Administration Fee retained by the Landlord for processing and handling, and (b.) any premium or other taxes and fees due to state governing bodies.

Continued participation in the LPC policy by the Resident is not mandatory and Resident may purchase MRI or broader coverage from an insurance agent or insurance company of Resident's choice at any time and coverage under the LPC will be terminated by the Landlord once proof of MRI coverage is provided to Landlord by Resident.

Resident(s) to Initial AS

MAC

32. **NO-SMOKING POLICY:** The term "smoking" means inhaling, exhaling, breathing or carrying any lighted cigar, cigarette, marijuana or other tobacco product or similar lighted product in any manner or in any form.

- a. The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the high costs of fire insurance for a non-smoke-free building.
- b. Tenant agrees and acknowledges that the premise to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds (i.e. decks, entry ways, etc.) of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
- c. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.
- d. A breach of this clause shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this clause shall be material breach of the lease and grounds to immediate termination of the Lease by the Landlord.
- e. Tenant acknowledges that current tenants residing in the complex under a prior lease will not be immediately subject to the No-smoking Policy. As current tenants move out, or enter into new leases, the smoke-free policy will become effective for their unit or new lease.

Resident(s) to Initial AS

MAC

33. **PET AND ANIMALS:** Except for assistance animals as defined in law, Resident shall maintain no pets or animals (including mammals, reptiles, birds, fish, rodents and insects) upon the premises, nor allow visitors or guests to do so. If pets are allowed in said building all pets must be approved by management prior to allowing pets to enter and/or occupy said unit. **A Pet Deposit in the amount of 25% of the monthly rent.** For Seattle properties, Residents may pay pet deposits in three consecutive, equal monthly deposits. Management reserves the right to change pet policy at any time. Management may at any time allow or disallow new pets from being allowed. Management may make their decisions based on current number of pets in the buildings in conjunction with the current vacancy level. Management may also base their decision on the properties' insurance coverage as well as on weight and/or breed of the animal or the possible effects that the pet in question may have on other residents and or management, both physical and mental. Any pet that has been found to not meet these aforementioned guidelines or otherwise violate this lease in any way, the pet/animal will be disallowed by management and will be required to be removed from said premises. If approved by management please describe the subject pet(s):

Animals Name: <u>Charlotte</u>	Animals Name:
Type: <u>Cat</u>	Type:
Breed: <u>Russian Blue</u>	Breed:
Color:	Color:
Weight and Age:	Weight and Age:
City of license:	City of license:

Ansh  
Resident Signature

Apr 2, 2021  
Date

Handwritten Signature  
Resident Signature

Apr 2, 2021  
Date



# WASHINGTON STATE RESIDENTIAL LEASE/RENTAL AGREEMENT AND SECURITY DEPOSIT RECEIPT

License no.:	License no.:
Date of last rabies shot:	Date of last rabies shot:
Housebroken:	Housebroken:
Owners name:	Owners name:

Furthermore it is agreed that pet will not soil or damage gardens, shrubbery and plant on the apartment grounds or soil or damage drapes or carpeting in said apartment. Pet will not annoy other residents. Pet will not run freely on property but will remain on a leash at all times. Resident agrees to accept responsibility and to pay promptly and damages caused by pet to the apartment, the grounds, its contents, or any person and their property. Management reserves the right to cancel this pet agreement at any time if necessary for the benefit of the apartment building or its other residents.

Resident(s) to Initial AS MAC

34. **BED BUG POLICY:** The Owner has inspected the unit prior to lease and has no knowledge of current bed bug infestation. It is agreed between Owner / Agent and Resident as follows: Resident(s) declare that all furnishings and other personal items being brought in to the unit are free from bed bugs:

Resident(s) to Initial AS MAC

Resident agrees to comply with the following responsibilities pertaining to the prevention and treatment of possible bed bug infestations:

1. Resident shall practice good housekeeping and maintenance habits, including:
  - a. Resident shall not use or bring second-hand furnishings, appliances, etc. which have not first been inspected for the presence of bed bugs. If rented furnishings are to be used Resident is obligated to ensure the rental company has established procedures to prevent bed bug infestation and performs inspections of their inventory.
  - b. Resident shall cover all mattresses and box springs with impermeable covers to prevent bed bug nesting.
  - c. Resident shall check for bed bugs within their personal belongings prior to re-entering rental unit when returning from stays outside the unit.
2. Resident shall report any problems or suspicion of problems immediately, including:
  - a. Report any suspected bed bug infestations immediately.
  - b. Report any maintenance needs immediately to minimize the possibility of harboring bed bugs within cracks, holes or otherwise, or allowing bed bugs to travel from unit to unit.
3. Resident shall cooperate and comply with all pest control efforts
  - a. Allowing access to pest control company when proper notice is given, as requested by Owner, and comply with all requests related to pest control company treatments.
  - b. Sealing all items prior to them being removed from the unit for cleaning and sterilization or to prevent spread/further infestation.
  - c. Removing all bedding, drapes, curtains, and non-fixed rugs.
  - d. Checking and / or removing mattresses and box springs.
  - e. Removing all items from dressers, nightstands, and closets.
  - f. Vacuuming all floor areas, furniture, mattresses and box springs, and inside all storage furnishings.
  - g. Wash all machine-washable items and dry items on high heat setting. Any other items necessitating cleaning which cannot be done by Resident must be taken to a professional dry cleaning company for cleaning and decontamination.
4. Resident agrees to reimburse landlord for all treatment costs if it is determined that a bed bug infestation began within Resident's unit.
5. Resident agrees to reimburse Owner for expenses arising from any action, claim, loss, damage and/or expenses, including attorney's fees, incurred by Owner as a result of Resident and/or their guests failure to comply with the terms of this Agreement.
6. Resident agrees that a failure to comply with the terms of Paragraph 34 shall constitute a material breach of this Agreement and may subject the Resident to court action, including unlawful detainer/eviction proceedings.

Resident(s) to Initial AS MAC

35. **RENT PRORATION:** If Resident is starting occupancy on any day other than first of the month as stated on Page 1, Paragraph 1, the prorated rent is calculated below:  
 Monthly rent/utility total for unit \$1375 /30 = \$45.83 daily charge x 29 (number of days occupying unit) = prorated rent due in the amount of \$1329.16

36. **SUMMARY OF FUNDS:**

ITEM	CHARGE	PAYMENT RECEIVED	BALANCE	DUE DATE FOR UNPAID AMOUNTS
First Month's Rent	\$1329.16		\$1329.16	05/01/2021
Other Charges	\$137.50	PAID		
Last Month's Rent (if applicable)				
Refundable Security Deposit	\$343.75	PAID		
Refundable Pet Fees	\$343.75	PAID		
Application/Screening Fees	\$80.00	PAID		
Total:	\$2234.16		\$1329.16	05/01/2021

37. **ADDITIONAL DOCUMENTS REQUIRED TO BE ATTACHED TO THIS AGREEMENT:** Resident Initials Acknowledge Receipt

- A. Property Condition Report
- B. EPA Brochure: Protect Your Family from Lead in Your Home (mandatory for pre-1978 Properties)
- C. Disclosure of Information on Lead Based Paint and/or Lead Based Paint Hazards (mandatory for pre-1978 Properties)
- D. DCLU Owner-Resident Law Summaries & Attorney General's Landlord-Tenant Summaries (mandatory for Seattle Properties)
- E. Copy of SMC Chapter 7.25, Third Party Billing Regulation (mandatory for Seattle Properties)
- F. Washington State Department of Health information related to Mold.

AS  
Resident Signature

Apr 2, 2021  
Date

AS  
Resident Signature

Apr 2, 2021  
Date

**WASHINGTON STATE RESIDENTIAL LEASE/RENTAL AGREEMENT AND SECURITY DEPOSIT RECEIPT**

**Resident Key Contract Addendum**

Resident is required to furnish Landlord with evidence of utility account transfers into Resident(s) name(s) prior to occupancy of leased premises, at the time of each lease renewal, and within 48 hours of any request by Landlord.

Resident(s) named Ana Salas and Marcos Carlos hereby agree that utility account(s) for unit 51 have been transferred into their name(s).

Management of Westminster Apartments has been provided with confirmation of utility account transfers.

Resident(s) agree to reimburse Management for any costs incurred by Management for utility accounts found not to have been transferred appropriately and/or delinquent accounts. If Resident(s) remove account from name(s) at any point during tenancy, Resident(s) agree to reimburse Management for any costs incurred for removing a utility account out of responsible party's name.

Utility Vendor: Seattle City Light - Electric

Utility Vendor: Puget Sound Energy - Gas

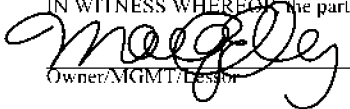
Date of Transfer: 04/02/2021

Date of Transfer: 04/02/2021

Confirmation # 220025882659

Confirmation # 220025882659

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

  
Owner/MGMT/Lessor

04/02/2021  
Date

  
Resident Signature

Apr 2, 2021  
Date

  
Resident Signature

Apr 2, 2021  
Date



MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

Ana Maria Salas, Tyler Kyle Edenfield

Plaintiff/Petitioner

v.

Gabino Guardado

Defendant/Respondent

Case No. D-20-602873-F

Dept. X

**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"/>	<b>\$25</b>	The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
-OR-		
<input type="checkbox"/>	<b>\$0</b>	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 type="checkbox"/>	<b>\$0</b>	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 checked="" type="checkbox"/>	<b>\$129</b>	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"/>	<b>\$57</b>	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:											
<input type="checkbox"/>	<b>\$0</b>	<input type="checkbox"/>	<b>\$25</b>	<input type="checkbox"/>	<b>\$57</b>	<input type="checkbox"/>	<b>\$82</b>	<input type="checkbox"/>	<b>\$129</b>	<input checked="" type="checkbox"/>	<b>\$154</b>

Party filing Motion/Opposition: Ana Maria Salas

Date 4/27/2022

Signature of Party or Preparer /s/ Ana Maria Salas



Filing Code: CSERV  
Your Name: Ana Maria Salas  
Address: 903 9th Avenue, Unit 51  
Seattle, Washington, 98104  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Ana Maria Salas

Plaintiff,

vs.

Gabino Guardado

Defendant.

CASE NO.: D-20-602873-F

DEPT: x

**CERTIFICATE OF SERVICE**

I, declare under penalty of perjury under the law of the State of Nevada that the following is true and correct. That I served the: *(check all that apply)*

- ☒ Motion      ☐ Answer      ☐ Financial Disclosure Form  
☐ Opposition      ☐ Reply      ☒ Exhibit Appendix  
☒ Other: Exhibit Appendix Doc1 - Doc13

In the following manner: *(check one)*

- ☒ **Mail:** By depositing a copy in the U.S. Mail, postage prepaid, on  
(date you mailed it) April 27, 2022 addressed to:

(Print the name and address of the person you mailed the document to)

Byron L. Mills, Esq

703 S. 8th Street

Las Vegas, NV, 98101

- ☐ **Electronic:** Through the Court's electronic service system on (date) \_\_\_\_\_.

DATED (today's date) April 27, 2022.

Submitted By: (your signature) /s/ Ana Maria Salas

(print your name) Ana Maria Salas



FILING CODE: MOT

Your Name: Ana Maria Salas  
Address: 903 9th Avenue, Unit 51  
Seattle, WA 98104  
Telephone: (253) 350-5229  
Email Address: aimiyumi323@gmail.com  
Self-Represented

DISTRICT COURT  
CLARK COUNTY, NEVADA

Ana Maria Salas, Tyler Kyle Edenfield  
Plaintiff,  
vs.

Gabino Guardado  
Defendant.

CASE NO.: D-20-602873-F

DEPT: x

Hearing Requested? (☒ *check one, the clerk will enter dates when you file*)

☒ Yes. Hearing Date: \_\_\_\_\_

Hearing Time: \_\_\_\_\_

☐ No. Chambers Decision: \_\_\_\_\_

**MOTION FOR Stay against current Orders in Case**

*(provide a short title that sums up what you are asking the judge to order)*

TO: Name of Opposing Party and Party's Attorney, if any, Gabino Guardado and Byron Mills

If a hearing was requested above, the hearing on this motion will be held on the date and time above before the Eighth Judicial District Court - Family Division located at:

*(clerk will check one)*

- ☐ The Family Courts and Services Center, 601 N. Pecos Road Las Vegas, Nevada 89101.
- ☐ The Regional Justice Center, 200 Lewis Avenue Las Vegas, Nevada 89101.
- ☐ The Child Support Center of Southern Nevada, 1900 E. Flamingo Rd #100, LV NV 89119.

**NOTICE: You may file a written response to this motion with the Clerk of the Court and provide the undersigned with a copy of your response within 14 days of receiving this motion. Failure to file a written response with the Clerk of Court within 14 days of your receipt may result in the requested relief being granted by the Court without a hearing prior to the scheduled hearing date.**

Submitted By: /s/ Ana Maria Salas

☒ Plaintiff / ☐ Defendant

## MOTION

(☒ check one)

- ☒ I tried to resolve this issue with the other party before filing this motion.
- ☐ I did not try to resolve this issue with the other party before filing this motion. Any attempt to resolve the issue would have been useless or impractical because *(explain why you did not try to resolve this issue directly with the other party before filing this motion)*
- 
- 

### Financial Disclosure Form ("FDF") Certification.

(☒ check one)

- ☐ This motion does not have anything to do with money or financial relief.
- ☐ I understand that I must file my FDF within 3 days of filing this motion to support my request for financial relief. Failure to file a timely, complete, and accurate FDF may result in the court ruling against me and/or imposing sanctions.
- ☒ I filed a FDF in the last 6 months and have no material changes to report.

## POINTS AND AUTHORITIES

**LEGAL ARGUMENT.** *(explain all relevant laws and legal authorities that support your motion. If you do not provide and explain the legal basis that supports each of your requests, your motion may be considered without merit and denied.)*

I arrived at the Motel where my sister was staying with Gabino to pick up Yasline on October 9th, 2015. Only Yasline, my sister, my friend Monique and I were present. Gabino informed my sister that he was okay with me taking Yasline and that he did not want to be there that morning. My sister gave me a notarized temporary custody form where she allowed me to care for her daughter on that same day. (refer to Doc1) I decided to seek full custody because my sister and Gabino would express how they were on drugs, they did not have a permanent residence, and the daughter was in detrimental, heinous

**FACTS AND ARGUMENT** (explain all relevant facts the judge needs to know to make a decision)

1. CPS was never called on date claimed (refer to Doc8) and supposedly verified by the courts. On that day my family, who resents me for reporting my sexually and physically abusive father which resulted in his deportation (refer to Doc4), worked with Gabino to kidnap Yasline. He disobeyed the custody order (refer to Doc3) that was still in effect at that time. Gabino perjured himself in court and the court backed him up yet the findings from CPS prove that he lied. (refer to Doc8)

2. I am being accused of being an escort as a false claim for Gabino to gain full custody. I was living with an aunt, Vanessa Aauto, who volunteered to house me. I expressed to her that I was a professional cuddle therapist and that was my source of income. I never hosted cuddle therapy sessions in her home and I was open and transparent because she was family. " Professional cuddling is a growing means of therapy that can offer physical, social, emotional, and educational benefits both

(attach additional pages if more space is needed)

**CONCLUSION** (explain what you want the judge to order)

I respectfully ask the Court to grant me the following, including an award of attorney's fees if I am able to retain an attorney for this matter, and any other relief the Court finds appropriate.

1. NC Custody Order agreement to remain
2. Random blood drug test for Gabino for visitation rights
3. Allow proper trial and motion to stay current orders

DATED April 27, 2022.

Submitted By: (your signature) /s/ Ana Maria Salas

(print your name) Ana Maria Salas

## DECLARATION IN SUPPORT OF MOTION

I declare, under penalty of perjury:

- a. I have read the foregoing motion, 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, and as to those matters, I believe them to be true. Those factual averments contained in the referenced filing are incorporated here as if set forth in full.
- b. Any Exhibit(s) in support of this Motion will be filed separately in an Exhibit Appendix.

**I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.**

DATED April 27, 2022.

Submitted By: (your signature) /s/ Ana Maria Salas  
(print your name) Ana Maria Salas





situations where (1) the mother attempted to kill the baby by throwing her into the highway and (2) due to her reckless business nature Yasline was almost sexually abused but the mother decided to give herself instead of her. They expressed multiple forms of neglect including financial, medical, emotional, and mental.

According to NRS 128.014 Yasline was neglected by both biological parents. According to NRS 128.018 both parents' actions prove them to be unfit parents including the document from birth mother Paola **(refer to Doc2)**. According to NRS 128.105 these actions expressed are grounds for termination of parental rights. According to NRS 128.106 Yasline was deemed neglected by both unfit parents. I expressed to them that I would seek full custody to protect the child and pursued legal action for such and custody was granted by the North Carolina Craven County district court judge. **(refer to Doc3)**

In November of 2019, I went public about my father's abuse and my family from my father's side responded very poorly except for my aunt Vanessa Adaudo. **(refer to Doc4)** She reached out to me offering help with anything I needed. She convinced me to move in with her stating that Yasline would always be safe since it was an all female home. I had informed her of the custody order from North Carolina and expressed my concerns of unsupervised visiting with Gabino.

Dated 11/25/2019 - I sent Vanessa Adaudo \$200 to help her with expenses since she was still housing me and I moved out on December 15, 2019. **(refer to Doc5)**. I moved out because she conspired with Gabino and kidnapped Yasline on or around December 14th, 2019. I called the police and reported it and the police helped me get Yasline back after I presented the custody order from North Carolina. After this traumatic experience, I then signed a temporary custody paper on December 23, 2019 for Yasline's grandmother figure, Donna Dickerson, Tyler's mother, to care for Yasline. This was in place while I made arrangements for permanent housing. **(refer to Doc6)** I shortly lived in Delaware with a friend to find full residence and stability in Washington. I lived with roommates between January 2020 and April 2nd 2021 where I then signed a lease. **(refer to Doc7)**

in person and virtually. Platonic touch can be therapeutic as long as there's clear communication, parties are familiar and consenting, and boundaries are expressed and respected. Cuddle therapy could be inaccessible because of costs and social stigma, but professional cuddlers are hoping it will become more integrated into society. " (quote from "People are Paying for Cuddles-Sometimes via Zoom" , <https://www.verywellhealth.com/virtual-cuddle-therapy-5202513>) (refer to Doc9) I would never sell my body. I am accomplished enough and intelligent enough to hold job positions to care for my family.

3. Gabino denied showing up unannounced when I had temporary custody of Yasline while I was home alone. I called the cops and called my husband Tyler. The military allowed him to come home. He did not abide by the Custody order from North Carolina. His lawyer also stated that my residence was not correct and that he hired an investigator but that was incorrect (refer to Doc7)

4. There are false claims stating I neglected her and allowed her to have untreated lice. My aunt failed to inform me that the children living in the house had lice. I purchased lice removal shampoo on Yasline's hair to remove the lice. No one else attempted to help her including Vanessa Adauto and Gabino who were privy of the issue. Tyler and I cared for Yasline very well and others can vouch for that too. (refer to Doc10 and Doc11)

5. Gabino is not listed on Yasline's original Certificate of Live Birth dated July 7, 2014 but is for a document dated (refer to Doc12 and Doc13)



EXHS

Name: Ana Maria Salas

Address: 903 9th Ave, Unit 51

Seattle, Washington 98104

Telephone: (253) 350-5229

Email Address: aimiyumi323@gmail.com

In Proper Person

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Ana Maria Salas, Tyler Kyle Edenfield

Plaintiff,

vs.

Gabino Guardado

Defendant.

CASE NO.: D-20-602873-F

DEPT: X

DATE OF HEARING: \_\_\_\_\_

TIME OF HEARING: \_\_\_\_\_

**EXHIBIT APPENDIX**

(your name) Ana Maria Salas, the (check one ☒ ☐) ☒ Plaintiff  
/ ☐ Defendant, submits the following exhibits in support of my (title of motion / opposition you  
filed that these exhibits support) Motion for stay against current orders in case. I understand that  
these are not considered substantive evidence in my case until formally admitted into evidence.

**Table of Contents:**

1. Notarized temporary custody Order from Paola Salas (Doc1)
2. Letter from Paola 02262022 (Doc2)
3. North Carolina Custody Order (Doc3)
4. Documents on Armando Salas (Doc4)
5. Payment to Vanessa Adauro (Doc5)
6. Temporary Custody to Donna (Doc6)
7. Seattle Washington Lease (Doc7)
8. CPS Files (Doc8)
9. Ana Salas Cuddle Therapist (Doc9)
10. Yasline Immunization Summary (Doc10)

11. Letter from Amie Kroone (Doc11)
12. Certificate of Live Birth from Ana (Doc12)
13. Certificate of Live Birth from Gabino (Doc13)
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_

DATED (month) April (day) 27, 2022.

Submitted By: (your signature) /s/ Ana Maria Salas  
(print your name) Ana Maria Salas

### CERTIFICATE OF MAILING

I, (your name) Ana Maria Salas declare under penalty of perjury under the law of the State of Nevada that on (month) April (day) 27, 2022, I served this ***Exhibit Appendix*** by depositing a copy in the U.S. Mail in the State of Nevada, postage prepaid, addressed to:

Name of Person Served:	<u>Byron L. Mills, Esq</u>
Address:	<u>703 S. 8th Street</u>
City, State, Zip	<u>Las Vegas, NV, 89101</u>

DATED (month) April (day) 27, 2022.

Submitted By: (your signature) ▶ /s/ Ana Maria Salas

## **EXHIBIT A**

*Steven D. Grierson*

*Wela Patricia Salas Juarez give  
Ana Maria Salas Temporary Custody of  
Yasline Alejandra Auardado Salas  
As of 9th of October, 2015 until  
Further Notice this will be for medical.  
Day care, legal, Financial Responsibilities  
and, educational decisions  
this is a temporary custody.*

X *[Signature]*

X *[Signature]*

X *[Signature]*

X *[Signature]*

X *[Signature]*

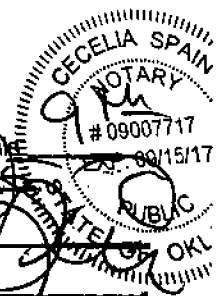
and sworn to before me this

2015

*[Signature]*

Notary

Expires

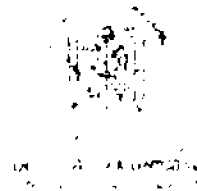


*Steven D. Grierson*

paola leticia salas juarez mother of yasline Alejandra guardado salas like to bring my own statement to the case thats against my sister ana maria salas juarez happening in the state of nevada that was determined where yasline my biological child will be living its a big concern for her to live with a complete stranger to her my sister stepped in during the dates of october 9, 2015 where it was to difficult for eighter her father and i to give her what she needed because of our drug addictions and my problems with the law because of this reasons i got deported by then i knew yasline was in good care with my sister ana at this time of october 9, 2015 gabino alanis guardado father of yasline use to live with me and we both struggled with drug addictions and thats the reason it took me too make that decision for the best of yasline to stay under my sisters care and honestly im so proud of the outcomes because shes done a really good job with that because under the invironment that she used to live with me wasent very healthy afterall through out the years ive had little communications with yasline because of my unknown where abouts but overa ll to see how shes being doing over the years. Ive would like to improve communications with her in the future and my biggest fear is for her to go with her father because ive had no communication with him since we got separated on july 12, 2017 hopefully this brings a voice to my name and a better outcome for my daughters best if anyone has any comments or questions; contact

Krandlow420@gmail.com

813-281-9717



*Steven D. Grierson*

NORTH CAROLINA  
CRAVEN COUNTY

FILED

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
FILE NO.: 16 CVD 310

2017 MAR -2 P 4:51  
ANA M. SALAS and husband,  
TYLER KYLE EDENFIELD

Plaintiff

Vs.

PAOLA LETICIA SALAS and  
GABINO GUARDADO,

Defendant

CUSTODY ORDER

THIS MATTER came on for hearing before the undersigned District Court Judge presiding over the December 13, 2016 term of the Craven County Civil District Court upon plaintiffs' complaint seeking custody of the defendant's minor child. After a review of the file and hearing arguments of counsel of plaintiffs, the Court makes the following:

FINDINGS OF FACT:

1. This action was begun by the filing of a complaint by plaintiffs on March 8, 2016 seeking temporary and permanent custody of the defendant's minor child.
2. On April 8, 2016, plaintiffs filed their Amended Complaint and were granted a Temporary Custody Order awarding them the temporary custody of the minor child, Yasline Alejandra Guardado-Salas, pending further orders of this Court.
3. Defendants were served by publication as required by publication of the notice in the Las Vegas Review Journal and/or Las Vegas Sun daily newspaper on April 20, 2016, April 27, 2016 and May 4, 2016.



4. Plaintiffs filed their Motion to Dispense with Mediation on September 8, 2016 and that Motion was heard on October 11, 2016. At that time, an Order was entered by The Honorable Paul Quinn, District Court dispensing with mediation in this matter.

5. This matter was calendared for hearing on the permanent custody issue on December 12, 2016 before the Craven County Civil District Court.

6. The plaintiffs were present and were represented by William F. Ward, III of the firm of Ward, Smith & Norris, P.A. Defendants were not present nor were they represented by counsel.

7. The plaintiffs are citizens and residents of Craven County, North Carolina and have been for at least six months next preceding the institution of this action.

8. The defendant, Paola Leticia Salas, hereinafter referred to as "defendant Salas," was last known to be resident of the State of Nevada. Her current whereabouts are unknown. She is the sister of the plaintiff, Ana M. Salas.

9. The defendant, Gabino Guardado, hereinafter referred to as "defendant Guardado," was last known to be a resident of the State of Nevada. His current whereabouts are unknown.

10. The defendants are the parents of a minor child, to wit: Yasline Alejandra Guardado-Salas, born on February 9, 2014.

11. Plaintiffs are fit and proper persons to have the exclusive physical and legal care, custody and control of the defendants' minor child, and it is in the best interest of the minor child that her exclusive physical and legal care, custody and control be placed with the plaintiffs.

12. Plaintiffs have been the primary caretakers for the child since October 13, 2015 when defendant Salas requested plaintiffs to come get the child from Nevada. At that time, defendant Salas was homeless, had a substance abuse problem and was wanted by the courts.

13. Defendants have had little to no contact with the plaintiffs or the minor child since October 13, 2015. Subsequently, defendant Guardado did, on several occasions, send the plaintiffs small amounts of money for the benefit of the minor child, but nothing has been sent in over a year.

14. Defendants have abandoned the minor child in the care of the plaintiffs. They have, by their actions, surrendered all responsibilities and parenting of the minor child to the plaintiffs. This conduct is inconsistent with and contrary to the constitutionally protected status of natural parents.

15. Defendant Salas has absconded from probation and is currently on the run from authorities.

16. Based upon past history and information and belief, defendant Salas is addicted to illegal drugs and is unable to care for this minor child.

17. The Defendants are not suitable or proper persons to have the care, custody and control of the minor child.

18. North Carolina is the "home state" of the minor child as that term has been defined by North Carolina General Statute Section 50A and North Carolina has jurisdiction to determine the custody of the child.

Based on the foregoing Findings of Fact, the Court makes the following:

#### CONCLUSIONS OF LAW:

1. This court has jurisdiction over the parties and the subject matter hereto.

2. North Carolina has jurisdiction over the minor child pursuant to the provisions of North Carolina General Statute § 50A-3(a)(1)(2) and (3).

3. Plaintiffs are fit and proper persons to have exclusive custody and care of the minor child of the defendants.

4. The defendants, by their actions and inactions, have surrendered all parenting responsibilities of this child to the plaintiffs. They have failed to adequately financially or emotionally support the child and have not seen the child since October, 2015 thereby abandoning the child.

5. It is in the best interest of the minor child for the plaintiffs to have exclusive physical and legal custody of the minor child.

5. Any visitation between the defendants and the minor child shall be at the discretion and control of the plaintiffs and shall be supervised by plaintiffs.

Based upon the foregoing Findings of Fact and Conclusions of Law, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

1. North Carolina has jurisdiction over the minor child pursuant to the provisions of North Carolina General Statute § 50A-3(a)(1)(2) and (3).

2. That the plaintiffs are awarded the exclusive physical and legal custody of the defendants' minor child.

3. That the defendants' physical visitation with the minor child is to be under the plaintiffs' discretion, control and supervision.

4. That the defendants may have telephone and electronic contact with the minor child under the plaintiffs' discretion and control.

5. That this Order shall be enforced by any local law enforcement agency.

This the 20<sup>th</sup> day of Feb., 2017 for December 13, 2016.

  
\_\_\_\_\_  
DISTRICT COURT JUDGE



Case: 11-50600 Document: 00511779903 Page: 1 Date Filed: 03/07/2012

IN THE UNITED STATES COURT OF APPEALS  
FOR THE FIFTH CIRCUIT

United States Court of Appeals  
Fifth Circuit

**FILED**

March 7, 2012

\_\_\_\_\_  
No. 11-50600  
Summary Calendar  
\_\_\_\_\_

Lyle W. Cayce  
Clerk

UNITED STATES OF AMERICA,

Plaintiff - Appellee

v.

ARMANDO SALAS ANDAZOLA, also known as Armando A. Salas,

Defendant - Appellant

\_\_\_\_\_  
Appeal from the United States District Court  
for the Western District of Texas  
USDC No. 3:11-CR-520-1  
\_\_\_\_\_

Before SMITH, BARKSDALE, and SOUTHWICK, Circuit Judges.  
PER CURIAM.

Armando Salas Andazola appeals the 37-month within-Guidelines sentence imposed following his guilty-plea conviction for attempted illegal reentry after deportation. Salas Andazola contends his sentence, which is at the bottom of the applicable Guidelines-sentencing range, is substantively unreasonable. Specifically, he contends the Guideline that governs illegal-reentry offenses produced an unreasonable sentence because: it is not

\_\_\_\_\_  
Pursuant to 5TH CIR. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.

Case: 11-50600 Document: 00511779903 Page: 2 Date Filed: 03/07/2012

No. 11-50600

empirically based; resulted in double-counting of his criminal history; and failed to account for the nonviolent nature of his offense.

Salas Andazola concedes that, because he failed to object to his sentence after it was imposed, review is for plain error. *See United States v. Peltier*, 505

F.3d 389, 391-92 (5th Cir. 2006). The court will issue to preserve for further

bottom of the applicable Guidelines-sentencing range, is substantively unreasonable. Specifically, he contends the Guideline that governs illegal-reentry offenses produced an unreasonable sentence because: it is not

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<sup>7</sup> Pursuant to 5TH CIR. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.

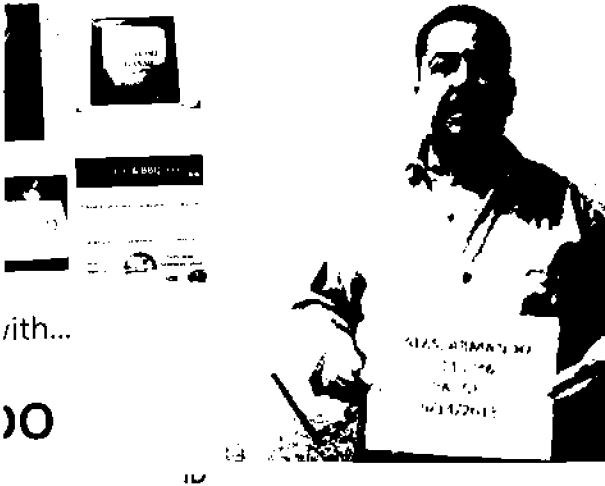
Case: 11-50600 Document: 00511779903 Page: 2 Date Filed: 03/07/2012

No. 11-50600

empirically based; resulted in double-counting of his criminal history; and failed to account for the nonviolent nature of his offense.

Salas Andazola concedes that, because he failed to object to his sentence after it was imposed, review is for plain error. *See United States v. Peltier*, 505 F.3d 389, 391-92 (5th Cir. 2007). He presents this issue to preserve for further review his contention that an objection after the imposition of sentence is not required to preserve abuse-of-discretion review. In any event, his contentions fail even under that abuse-of-discretion standard. *See Gall v. United States*, 552 U.S. 38, 51 (2007); *United States v. Rodriguez*, 523 F.3d 519, 525 (5th Cir. 2008). Because the sentence was within his advisory Guidelines-sentencing range, it





ARMANDO  
ANDAZOLA 1115846 Male HISPANIC 55 5'6" 170  
SALAS

#### Booking Information

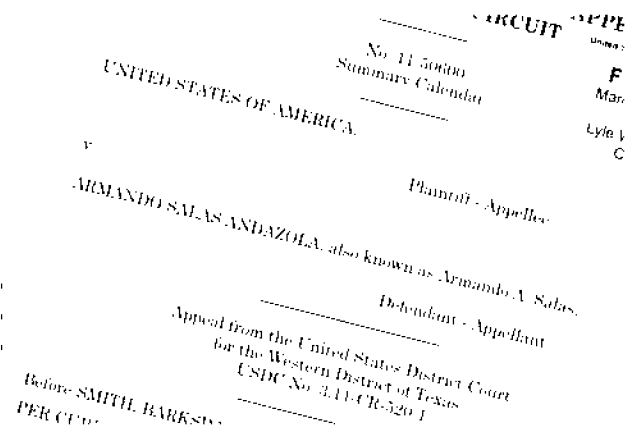
Offense Code	Offense Description	Sent. Status	Sent. Min	Sent. Max	Sent. PED	Sent. MPR
2297	ATT LEWDNESS W/ A MINOR	Active	0 yr. 96 mo. 0 days	0 yr. 240 mo. 0 days	2018-09-10	2023-03-08

[www.fischerlawlv.com](http://www.fischerlawlv.com)

## Lewdness with a Child in NV | Las Vegas Criminal Defense Lawyer

Also known as child molestation or child sexual abuse, lewdness with a minor under 16 is considered a serious crime. Not only do you face lengthy prison ...

I'll never find the peace of having my family. It's what I've always wanted to fix. But I have this An accomplishment of having the United States of America against Armando. So even though he's accepted by my family. Unlike me. He'll never be allowed back in this country And I can be happy with removing that opportunity from him because as bad as he traumatized me. The justice system held him accountable for his actions





## Withdrawals and other subtractions

### Online Subtractions

Date	Description	Amount
11-25-19	Zelle Transfer Conf# 80u62f16h, VANF55A	200.00
11-25-19	Online Banking transfer to CHK 1036 Confirmation# 5272579296	20.00
11-26-19	Online Banking transfer to CHK 1036 Confirmation# 5475080244	-200.00
11-26-19	Online Banking transfer to CHK 1036 Confirmation# 6178237622	80.00



*Steven D. Grierson*

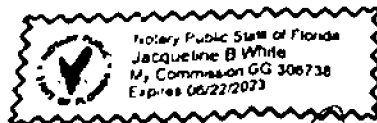
To who it may concern, I Ana Maria Salas who's currently residing in Los Angeles, California. Is the Legal Guardian (Grantor) of Yasline Alejandra Guardado-Salas born on February 09, 2014 (minor child). I hereby grant Donna Lee Dickerson who resides At 6722 Rahona Trail Grand Ridge, Florida 32442 full temporary custody of Yasline Alejandra Guardado-Salas. Here I will type a list of the following powers, authorities, and consents:

1. Granting consent for temporary custody of Yasline Alejandra Guardado-Salas until further notice. (Possible permanent custody of my child.)
2. I hereby give authorization to Grantor to do and undertake all acts as reasonable and necessary to protect the best interest and welfare of my child while under the care of the custodian, Donna Lee Dickerson, to have the power to consent to any general medical care or mental treatment needed for my child and to sign any papers needed to authorize those treatments, she be able to do anything could do if were personally present deems necessary or advisable for any illness or injury sustained by my child during this temporary custody. Also I (Ana Maria Salas) give authorization to Donna Lee Dickerson to enroll Yasline Alejandra Guardado-Salas into school.
3. Granting consent to any reasonable discipline imposed upon my child by the Guardian. With that being said discipline does not constitute unreasonable abuse.

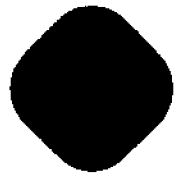
Signed this on December 23, 2019 in Blountstown, Florida.

*Ana Maria Salas*  
Grantor

*Donna Lee Dickerson*  
Guardian



*Jacqueline B. White*  
12-23-19



# Department of Family Services

601 N Pecos Rd, Room ADG 470 • Las Vegas NV 89101  
(702) 455-6683 • Fax (702) 384-4859 • Hotline (702) 399-0081

## DA-DFS Records Unit

April 21, 2022

Ana Salas  
903 9<sup>th</sup> Ave #51  
Seattle, WA 98104

Re: Child Protection Service Records  
Name: Ana Salas  
Guardado-Salas, Yasline  
Case: N/A

Dear Ana Salas:

Based on the information provided in your records request, Clark County Department of Family Services (DFS) has made a diligent search for Child Protection Service records regarding you as a parent or guardian, and no records were found.

We thank you for your time and attention.

Sincerely,

DA-DFS RECORDS UNIT  
601 N. Pecos Rd. #470  
Las Vegas, Nevada 89101

*Steven D. Grierson*

**sillysassy**



<<<<<<<OMGOSH>>>>>>>>

This girl. What an amazing human being. I have so many words and I have been struggling to formalize them into some kind of legible content. 🥰 🌈 🥰 We had such a lovely experience together. She came to my beautiful city with friends and I feel so very fortunate that she spent some of her minutes with me.

----What will you find when you book with this beautiful soul?-----

You will find such compassion, a desire for shared experience and connection, willingness to nurture and be nurtured, and a safe space that promotes honesty and authentic relating. 🌈💖🌈

She loves conversation and quiet, her heart has room as long as you respect all of her boundaries otherwise, she is a fierce protector of those who are in need of it. How can I possibly say how much I appreciated the cuddles, the girl talks, the silliness, and ALL OF THE LAUGHTER?? I cannot express it in words. Book this girl. Book her NOW! You will find yourself transported to a far off land filled with pixie dust, rainbows, and all of the flowers ever created. 🌟 ..

20 stars. 20 GOLDEN STARS!!!

## Cuddler9i



Very nice lady to spend time with and very easy to talk to.  
Thanks!

[Report](#)



## SitaRosee

Thank you for being so respectful and kind during  
our session

[Edit](#)

[Delete](#)



## pcuddle

Had a delightful session! Extremely welcoming and  
warm. A truly delightful person to be with!

[Report](#)



## Morpheus

Had an amazing session with a very sweet soul. She paid me the ultimate sign of trust by falling asleep for a bit, an obvious victim of my masterful head massage skills ☺ We shared many sweet moments and even enjoyed some Chinese food together. As if her cuddles, great company and conversation aren't enough, she's as pretty as a peach. I highly recommend Sitarosee for your cuddling needs. Please treat her with respect and kindness and you will reap the rewards. Thank you my lovely friend.

Report

**CuddleComfort.com****Cuddler Contract and Independent Contractor Agreement**

I ("Cuddler") understand and agree to all of the following:

**Your Service**

1. The Cuddler will perform services as independent contractor using the Cuddle Comfort website. The services are platonic companionship with a Client.
2. The Cuddler is entirely responsible for the service they provide to the Client. We do not check the credibility or authenticity of the Client.
3. The Cuddler must not offer any non-platonic services (i.e. fetish related, sexual services, etc.) through Cuddle Comfort or outside of our website.

**Scheduling & Communication**

4. All appointments must be confirmed on Cuddle Comfort using the booking panel that appears above the conversation with the client. This applies to all subsequent sessions with the same Client.
5. You are only permitted to exchange contact information (e.g. phone and email) after confirming a session using the booking panel.
6. All contact with the Client, including scheduling, should remain on our website unless absolutely necessary.

7. We reserve the right to monitor your online conversations with a Client, and regularly contact the Client to gain feedback on your services.

## **Payment**

8. The Cuddler is responsible for collecting payment from the Client which should be done before the cuddle session begins. You can ask the Client to pay in cash or online via your preferred internet payment company (e.g. Paypal, Square).
9. After the session has ended, Cuddle Comfort will charge the payment card linked to your account for 15% of the Total Session Price.
10. For special circumstances where the automatic fee did not fully cover a session, you must manually pay us the 15% share of the applicable session cost. This is done using the 'Misc Payment' page found in the bookings section and should occur within 48 hours of the session ending.
11. You are allowed to charge Clients for your services at a rate of your choosing but above a minimum of \$40/hour for in-person sessions.
12. You are allowed to charge Clients for your travel time. You can also omit Travel costs from the Total Session Price that you enter in the booking panel.

## **Cancellation Policy**

13. If you cancel within 12 hours we ask you offer the Client compensation in the form of a discount for their next session with you.

14. If you cancel within 24 hours and your session includes a rental space arrangement prepaid for by the Client, we ask you pay the full price of that rental cost. In the reverse scenario we ask the same of the Client in order to compensate you.
15. Client deposits are applicable for refund when an agreed arrangement is changed at your request, or when the arrangement and deposit terms were not clearly communicated beforehand. Any deposit requirements should be stated clearly in your profile. In any case, we reserve the right to require the return of a deposit if we deem the circumstances to be unreasonable for the client.

### **Session Rules**

16. No sexual activity is permitted. You are not allowed to solicit for sex with the Client.
17. Both parties will remain clothed the entire session. Undergarments do not constitute as sufficient clothing. If either party needs to change clothing this will be done in private and out of sight of the other party. If a Client shows off areas normally covered by undergarments purposely, the Cuddler has the right to end the session immediately.
18. No touching in areas covered by undergarments is permitted. If this occurs, the Cuddler has the right to end the session immediately. No kissing is allowed.
19. Cleanliness and adequate hygiene is required by both parties. This specifically includes showering/teeth brushed within 12 hours of the appointment, wearing freshly laundered clothing, and no (or minimal) perfume/cologne be worn by both parties unless requested.



20. Before meeting in person, you should check that the Client has read and understood the 'Client Service Agreement'. The client will always see a link to this below the message text-box. We also prompt the client to read it within the reoccurring 'Cuddle Rules' pop-up.

### Safety

21. Cuddle Comfort makes no claim that using our website to organise cuddle sessions is safe. Before any session begins, the Cuddler should always exercise due diligence independent of our website in respect to satisfying their own peace of mind in regards to safety.
22. Cuddlers may carry and use a non-lethal personal defense item to defend themselves, subject to local laws and regulations.

### Your Online Profile

23. By uploading your photo for use in your profile, you agree to allow Cuddle Comfort to use your photos in any manner to promote you and/or Cuddle Comfort. Cuddle Comfort similarly reserves the right to alter your photo(s), and post the altered photo(s) for such purposes. Your photos and its altered versions may be used for marketing and advertising.
24. You are asked to fill out your profile page on our website. This may be altered to conform to the image that is deemed best represents you as a Professional Cuddler, and Cuddle Comfort as a reputable company.

25. We occasionally receive requests from the media looking to contact professional cuddlers on our platform. In these cases, your profile link and email may be provided to them in order for you to have the option of benefiting from potential media opportunities.

### Miscellaneous

26. You agree to not initiate communication with our members unless you have reason to believe they will be interested in your services. Our membership includes enthusiasts (free) and clients. The website is designed for clients to reach out to professional cuddlers.
27. In regards to the law: To arrest you, money must exchange hands for a sex act, or expressions indicating intent to commit a sex act. You should not be arrested for Cuddling. If you are arrested, you agree to indemnify and hold harmless Cuddle Comfort and CuddleComfort.com for any and all legal fees.
28. The Cuddler will not break any federal, city, state or county laws, statutes or regulations while performing services with the Client.
29. The Cuddler shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to payments received from Clients.

30. Following the termination of the Cuddler's account for any reason, the Cuddler shall not solicit business from current Clients or Clients who have been retained from Cuddle Comfort in the 6 month period immediately preceding the Cuddler's termination for a period of 1 year.
31. The Cuddler agrees hereby to indemnify and hold harmless Cuddle Comfort and CuddleComfort.com from any and all claims by the Cuddler which may arise out of and in the course of the performance of his/her duties hereunder. Any and all claims for unemployment benefits and or claims for worker's compensation benefits are hereby expressly waived by the Cuddler who agrees to maintain his/her own liability, professional liability, health, and accident insurance as may be necessary or required by Cuddle Comfort.
32. The Cuddler enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Cuddler and Cuddler's employees. Under no circumstances shall Cuddler, or any of Cuddler's employees, look to Cuddle Comfort as his/her employer, or as a partner, agent or principal. Neither Cuddler, nor any of Cuddler's employees, shall be entitled to any benefits accorded to Cuddle Comfort's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Cuddler shall be responsible for providing, at Cuddler's expense, and in Cuddler's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the Services.

# Health Benefits of Cuddling

Medically Reviewed by Gabriela Pichardo, MD on May 27, 2020



## Ease Stress

1 / 10

When you cuddle with someone you care about, your body releases a hormone called oxytocin that calms you and makes you more likely to deal better with stress. For example, you might laugh, distract yourself, or try to solve a problem. It also can lower your blood pressure and lower levels of the “stress hormone” cortisol, which also can help.



## May Help Your Heart

2 / 10

It's good for your ticker if your blood pressure's lower and your stress levels are down. Scientists say it's clearer that women get this benefit from cuddling, but it seems to be true for both sexes.



## **Relieves Pain**

3 / 10

A good cuddle may give you more than just moral support after an injury. The oxytocin it releases can help block pain signals. It works so well that doctors are trying to figure out how to treat people with a lab-made form of it.



## **Fight Colds**

4 / 10

Hugs from people you trust may protect you against this common virus, especially if you're under a lot of stress. And if you're already sick, more cuddling might keep your symptoms from getting worse.



## **Connects You to Your Partner**

5 / 10

Oxytocin is sometimes called the "love hormone" -- you often have more of it in your blood if you hug your partner a lot. Couples who cuddle and kiss freely tend to be happier, healthier, and less stressed.



## **Helps You Sleep**

6 / 10

Oxytocin is the magic ingredient again, probably because of its calming effects. But some people wake up often if they fall asleep in a cuddling or

“spooning” position. That’s OK. You can get a lot out of it in the 10 minutes or so before you go to sleep at night.



## **Helps You Bond With Your Newborn**

7 / 10

Parents who cuddle with their babies, especially skin-to-skin, feel closer to them and are more tuned in to their needs. Research shows that dads are likely to get more involved, and moms may not feel stressed or sad. Babies may cry less, sleep better, and breastfeed sooner.



## **Good for Baby’s Health**

8 / 10

Cuddling can boost an infant’s oxygen levels, calm its breathing, and ease pain signals. And for an underweight baby, it raises survival chances by more

than a third. It helps the brain grow and makes infection and other illnesses, like hypoglycemia or hypothermia, less likely.



## Should You Hug Your Dog?

9 / 10

You may get many of the same benefits as a human cuddle, but your dog might not like it. Don't misread the response from your furry friend: Ears back and eyes turned away could be signs of stress, not happiness. Fido probably would rather have a pat, a treat, or a kind word.



## Hug Your ... Phone?

10 / 10

In one study, people were asked to hug a human-shaped cushion with a built-in phone and talk to a partner through the device. The results showed



they got one of the big benefits of a real embrace: lower stress hormones. Scientists are studying this effect to see if it might boost social support in this age of technology.

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*Steven D. Grierson*

# Immunization Summary

## Patient Information

Patient Name	Sex	DOB
Guarcaco-Salas, Yasline	Female	2/9/2014

## Patient Demographics

Address	Phone
502 124th St S	253-350-5229 (Mobile)
Tacoma WA 98444	

## PCP Information as of 2/2/2021

### PCP

No PCP found

## Current Immunizations

Never Reviewed

Name	Date
DTaP	9/23/2016
DTaP-Hepatitis B-Polio	2/2/2021
HEPATITIS A (PED/ADOL)	2/2/2021 , 2/26/2017
HEPATITIS B PED/ADOL	9/23/2016
INFLUENZA	2/2/2021 , 8/9/2014
IPV (POLIO)	9/23/2016
MMRV (1-12 yrs)	2/2/2021 , 2/9/2018
VARICELLA VACCINE (VARIVAX)	2/9/2018

FEB 02 2021

## Allergies as of 2/2/2021

Not on File

MB Mobile Immunizations  
316 North L Street  
Tacoma, WA 98403  
(253) 403-1767

Next due: 3/30/21 - Final Hep B  
8/2/21 - Final polio  
8/2/21 - 3/4 tetanus

# Immunization Summary

## Patient Information

Patient Name	Sex	DOB
Guarcaco-Salas, Yasline	Female	2/9/2014

## Patient Demographics

Address	Phone
903 9th Ave #51	253-350-5229 (Home) *Preferred*
Seattle WA 98104	253-350-5229 (Mobile)

## PCP Information as of 4/17/2021

### PCP

No PCP found

## Current Immunizations

Reviewed on 3/16/2021

Name	Date
DTaP	9/23/2016
DTaP-Hepatitis B-Polio	2/2/2021
HEPATITIS A (PED/ADOL)	2/2/2021 , 2/26/2017
HEPATITIS B PED/ADOL	4/17/2021 , 9/23/2016
INFLUENZA	2/2/2021 , 8/9/2014
IPV (POLIO)	9/23/2016
MMRV (1-12 yrs)	2/2/2021 , 2/9/2018
VARICELLA VACCINE (VARIVAX)	2/9/2018

## Allergies as of 4/17/2021

Not on File

Tdap 3 IPV due 8/2/21 or after

# Immunization Summary

## Patient Information

Patient Name	Sex	DOB
Guarcaco-Salas, Yasline	Female	2/9/2014

## Patient Demographics

---

Address	Phone
903 9th Ave #51	253-350-5229 (Home) *Preferred*
Seattle WA 98104	253-350-5229 (Mobile)

## PCP Information as of 4/17/2021

### PCP

No PCP found

## Current Immunizations

Reviewed on 3/16/2021

Name	Date
DTaP	9/23/2016
DTaP-Hepatitis B-Polio	2/2/2021
HEPATITIS A (PED/ADOL)	2/2/2021 , 2/26/2017
HEPATITIS B PED/ADOL	4/17/2021 , 9/23/2016
INFLUENZA	2/2/2021 , 8/9/2014
IPV (POLIO)	9/23/2016
MMRV (1-12 yrs)	2/2/2021 , 2/9/2018
VARICELLA VACCINE (VARIVAX)	2/9/2018

## Allergies as of 4/17/2021

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Not on File

Electronically Filed  
4/27/2022 3:27 AM  
Steven D. Grierson  
CLERK OF THE COURT

*Steven D. Grierson*

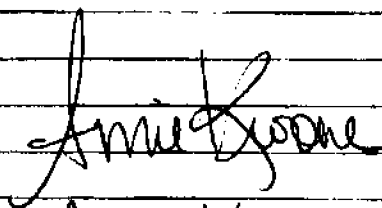
My name is Amie Kroone and my husband's name is Jason and we met Ana Edenfield back in 2013 and we have been great friends ever since. Ana has been to our house many times and our 4 kids, (especially our 3 girls) adore Ana. Ana has stayed at our house on a few occasions and she and my 3 girls and myself would watch movies, play games, paint nails and do all sorts of fun things together. Ana has also been to a few parties that we've had. At my sons graduation party in 2014 Ana was invited and she came and brought baby Yastine when she was just a few ~~we~~ months old. Everyone adored her and Ana was wonderful with her, she fed and changed her as needed and she also let my kids hold Yastine and also a few of my friends. On a later date in 2014 Ana brought Yastine over again for a friendly visit. Yastine needed food and a bath so Ana went to get her some food (formula

2 of 3

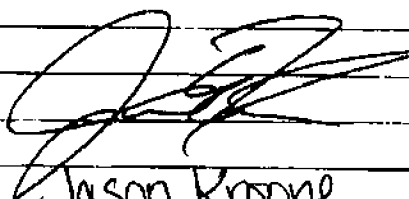
and cereal I believe) and some hygiene products. Yasmine had a bath at our house then fell asleep. My daughter Abigail (8 years old at the time) gave a blanket to Ana that she could use to keep Yasmine warm. Abigail decided to let Ana keep the blanket for Yasmine, it was one of Abigail's favorite blankets and Ana still has the blanket put away for Yasmine. We have seen Ana once since she has moved and married Tyler. She seems to be extremely happy and we all miss her very much. We also miss Yasmine and we enjoy seeing her pictures and videos through facebook. Yasmine looks very happy and healthy and Ana and Tyler seem to be doing a great job taking care of her. I've seen pictures of Yasmine's new bedroom, lots of toys, new clothes and much more. They always take her to do fun things like kids events, birthday parties, family dinners, play dates and I'm sure tons more. You can really tell that Ana and Tyler have ~~best~~ Yasmine's best interests at

3 of 3

had hand. She always made sure Yasline had food,  
diapers, clothes and anything else she needed.  
She always bought Yasline cute outfits when we went  
shopping together too. I can't wait until we can all  
see Yasline and the Edenfields, we miss them dearly.



Amie Kroone  
Las Vegas, NV  
4-4-16  
(702) 501-4751



Jason Kroone  
Las Vegas, NV  
4-4-16  
(702) 587-3003

## STATE OF NEVADA

## CERTIFICATION OF VITAL RECORD

Electronically Filed

02/07/2014 10:57 AM

State of Nevada

CLERK OF THE COURT

[Signature]

State of Nevada - Division of Health  
Section of Vital Statistics

## CERTIFICATE OF LIVE BIRTH

CASE FILE NO. 3759140

BIRTH NO. 2014004108

<b>CHILD</b>	1. CHILD NAME (First, Middle, Last, Suffix) Yasline Alejandra GUARDADO-SALAS		2. DATE OF BIRTH (Mo, Day, Yr) February 9, 2014	3. TIME OF BIRTH 05:57 (24HR)	4. SEX F
	5. FACILITY NAME (If not institution, give street and number) 1294 E Hacienda Avenue Apt#C		6. CITY, VILLAGE, OR LOCATION OF BIRTH Las Vegas		7. COUNTY OF BIRTH Clark
<b>MOTHER</b>	8a. MOTHER/PARENT CURRENT LEGAL NAME (First, Middle, Last) Paola Leton SALAS		8b. DATE OF BIRTH (Mo/Day/Yr) April 05, 1990		8c. AGE 23
	9. MOTHER'S NAME PRIOR TO FIRST MARRIAGE (Last, Suffix) SALAS		10. BIRTHPLACE (State, Territory, or Foreign Country) Mexico		
	11a. RESIDENCE OF MOTHER-STATE Nevada	11b. COUNTY Clark	11c. CITY, TOWN, OR LOCATION Las Vegas		
	11d. STREET AND NUMBER 1294 E Hacienda Avenue		11e. APT. NO. C	11f. ZIP CODE 89119	11g. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>FATHER</b>	12a. FATHER/PARENT CURRENT LEGAL NAME (First, Middle, Last, Suffix)		12b. DATE OF BIRTH (Mo/Day/Yr)	12c. AGE	12d. BIRTHPLACE (State, Territory, or Foreign Country)
<b>CERTIFIER &amp; ATTENDANT</b>	13a. CERTIFIER'S NAME: Rhonda Pena		14a. ATTENDANT'S NAME Yasmit Requena		
	TITLE <input type="checkbox"/> MD <input type="checkbox"/> DO <input type="checkbox"/> HOSPITAL ADMIN. <input type="checkbox"/> CNM/CNM <input type="checkbox"/> OTHER MIDWIFE <input type="checkbox"/> MEDICAL RECORDS TECHNICIAN <input checked="" type="checkbox"/> OTHER (Specify) STATE REGISTRAR		ATTENDANT'S ADDRESS 4132 Harris Avenue Las Vegas NV 89110 TITLE <input type="checkbox"/> MD <input type="checkbox"/> DO <input type="checkbox"/> CNM/CNM <input checked="" type="checkbox"/> OTHER MIDWIFE <input type="checkbox"/> OTHER (Specify)		
	15a. CERTIFIER OR ATTENDANT'S SIGNATURE Rhonda Pena SIGNATURE AUTHENTICATED		15b. DATE CERTIFIED 02 / 25 / 2014 MM DD YYYY		
<b>REGISTRAR</b>	16a. REGISTRAR'S SIGNATURE Rhonda Pena SIGNATURE AUTHENTICATED		16b. DATE FILED BY REGISTRAR 02 / 25 / 2014 MM DD YYYY		



3759140

"CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE WITH THE REGISTRAR OF VITAL STATISTICS, STATE OF NEVADA." This copy was issued by the Southern Nevada Health District from State certified documents authorized by the State Board of Health pursuant to NRS 440.175.

A030064217

DATE ISSUED:

JUL 07 2014

Registrar of Vital Statistics

By [Signature]

This Copy not valid unless prepared on engraved border displaying date, seal and signature of Registrar.



**STATE OF NEVADA**  
**CERTIFICATION OF VITAL RECORD**

CLERK

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH**  
**VITAL STATISTICS**

3759140  
CASE FILE NO.

**CERTIFICATE OF LIVE BIRTH**

2014004108  
STATE FILE NUMBER

<b>CHILD</b>	1. CHILD NAME (First, Middle, Last, Suffix) <b>Yasline Alejandra GUARDADO-SALAS</b>		2. DATE OF BIRTH (Mo, Day, Yr) <b>February 9, 2014</b>		3. TIME OF BIRTH <b>05:57 (24hr)</b>		4. SEX <b>F</b>	
	5. FACILITY NAME (If not institution, give street and number) <b>1294 E Hacienda Avenue Apt#C</b>		6. CITY, VILLAGE, OR LOCATION OF BIRTH <b>Las Vegas</b>		7. COUNTY OF BIRTH <b>Clark</b>			
<b>MOTHER</b>	8a. MOTHER/PARENT CURRENT LEGAL NAME (First, Middle, Last) <b>Paola Leticia SALAS</b>		8b. DATE OF BIRTH (Mo/Day/Yr) <b>April 05, 1980</b>		8c. AGE <b>23</b>			
	9. MOTHER'S NAME PRIOR TO FIRST MARRIAGE (Last, Suffix) <b>SALAS</b>		10. BIRTHPLACE (State, Territory, or Foreign Country) <b>Mexico</b>					
	11a. RESIDENCE OF MOTHER-STATE <b>Nevada</b>		11b. COUNTY <b>Clark</b>		11c. CITY, TOWN, OR LOCATION <b>Las Vegas</b>			
	11d. STREET AND NUMBER <b>1294 E Hacienda Avenue</b>		11e. APT. NO. <b>C</b>		11f. ZIP CODE <b>89119</b>		11g. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	12a. FATHER/PARENT CURRENT LEGAL NAME (First, Middle, Last, Suffix) <b>Gabino Alanis GUARDADO</b>		12b. DATE OF BIRTH (Mo/Day/Yr) <b>January 07, 1984</b>		12c. AGE <b>30</b>		12d. BIRTHPLACE (State, Territory, or Foreign Country) <b>Mexico</b>	
<b>CERTIFIER &amp; ATTENDANT</b>	13a. CERTIFIER'S NAME: <b>Rhonda Pena</b>		14a. ATTENDANT'S NAME <b>Yasmit Requena</b>					
	TITLE <input type="checkbox"/> MD <input type="checkbox"/> DO <input type="checkbox"/> HOSPITAL ADMIN <input type="checkbox"/> CNM/CM <input type="checkbox"/> OTHER MIDWIFE <input type="checkbox"/> MEDICAL RECORDS TECHNICIAN <input checked="" type="checkbox"/> OTHER (Specify) <b>STATE REGISTRAR</b>		ATTENDANT'S ADDRESS <b>4132 Harris Avenue</b> <b>Las Vegas NV 89110</b> TITLE <input type="checkbox"/> MD <input type="checkbox"/> DO <input type="checkbox"/> CNM/CM <input checked="" type="checkbox"/> OTHER MIDWIFE <input type="checkbox"/> OTHER (Specify)					
<b>REGISTRAR</b>	15a. CERTIFIER OR ATTENDANT'S SIGNATURE <b>Rhonda Pena SIGNATURE AUTHENTICATED</b>		15b. DATE CERTIFIED <b>02 / 25 / 2014</b> MM DD YYYY					
	15a. REGISTRAR'S SIGNATURE <b>Dusty Dunn SIGNATURE AUTHENTICATED</b>		15b. DATE FILED BY REGISTRAR <b>02 / 25 / 2014</b> MM DD YYYY					

"CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE WITH THE REGISTRAR OF VITAL STATISTICS, STATE OF NEVADA." This copy was issued by the Southern Nevada Health District from State certified documents authorized by the State Board of Health pursuant to NRS 440.175.

DATE ISSUED:

**DEC 13 2019**

By: Registrar of Vital Statistics

By: *[Signature]*

This Copy not valid unless prepared on engraved border displaying date, year and signature of Registrar.  
SOUTHERN NEVADA HEALTH DISTRICT • P.O. Box 3902 • Las Vegas, NV 89127 • 702-758-1010 • Tax ID # 68-0151673



DISTRICT COURT  
CLARK COUNTY, NEVADA  
\*\*\*\*

Electronically Filed  
4/27/2022 11:24 AM  
Steven D. Grierson  
CLERK OF THE COURT



Ana Maria Salas, Tyler Kyle Edenfield,  
Plaintiff.  
Vs.  
Gabino Guardado, Defendant.

Case No.: D-20-602873-F  
Department X

**NOTICE OF HEARING**

Please be advised that the Plaintiff's Motion to Stay against Current Orders in Case in the above-entitled matter is set for hearing as follows:

**Date:** June 13, 2022  
**Time:** 10:00 AM  
**Location:** RJC Courtroom 03B  
Regional Justice Center  
200 Lewis Ave.  
Las Vegas, NV 89101

**NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.**

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Brionna Bowen  
Deputy Clerk of the Court

**CERTIFICATE OF SERVICE**

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Brionna Bowen  
Deputy Clerk of the Court

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\*\*\*\*

Ana Maria Salas, Tyler Kyle Edenfield,  
Plaintiff.  
vs.  
Gabino Guardado, Defendant.

Case No.: D-20-602873-F  
Department X

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Deputy Clerk of the Court

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By: /s/ Brionna Bowen  
Deputy Clerk of the Court

*Heidi Almase*  
CLERK OF THE COURT

BNCH

DISTRICT COURT  
CLARK COUNTY, NEVADA

ANA MARIA SALAS,  
Plaintiff,

Case No: D-20-602873-F  
Dept. No: X

vs.

DATE OF HEARING: 04/28/2022  
TIME OF HEARING: 9:00A

GABINO GUARDADO,  
Defendant

**BENCH WARRANT**

**TO: ANY SHERIFF, CONSTABLE, MARSHAL, POLICEMAN or PEACE OFFICER**

The Plaintiff, ANA MARIA SALAS, having been ordered to appear before the above-entitled Court for the purpose of producing the minor child YASLINE ALEJANDRA GUARDADO-SALAS (DOB: 02/09/2014) on April 28, 2022 pursuant to this Court's April 12, 2022 Order to Produce Minor Child Pursuant to NRS 125C.0055, FAILED TO APPEAR at said time, now therefore:

**YOU ARE COMMANDED** to arrest the above-name Plaintiff ANA MARIA SALAS and bring her before this Court, or, if the Court has adjourned, deliver her into the custody of the Sheriff of Clark County. Bail for the Plaintiff ANA MARIA SALAS' release from custody of the Clark County Sheriff is hereby set in the amount of **NO BAIL**.

**PURGE CLAUSE:** PLAINTIFF ANA MARIA SALAS MAY BE RELEASED FROM CUSTODY UPON PRODUCTION OF THE MINOR CHILD YASLINE ALEJANDRA GUARDADO-SALAS (DOB: 02/09/2014).

**THIS WARRANT MAY BE SERVED AT ANY HOUR OF THE DAY OR NIGHT.**

Dated this 28th day of April, 2022

  
HEIDI ALMASE  
District Court Judge

6FA 2F6 56C6 894B  
Heidi Almase  
District Court Judge

1  
2 **COURT HOURS AND CONTACT INFORMATION**

3 Court appearances may be scheduled by contacting Department X, Family Division: 702-455-  
4 0050, Monday through Thursday from 7:30AM to 5:30PM or by contacting 702-455-0054,  
5 Tuesday through Friday from 7:30AM to 5:30PM. Court is held Mondays through Fridays from  
6 9:00 to 4:30PM.  
7  
8

9 **RETURN OF SERVICE**

10 I hereby certify that I received the above and foregoing BENCH WARRANT on  
11 \_\_\_\_\_ and served the same by arresting the above-named PLAINTIFF ANA MARIA  
12 SALAS, the arrest being made on \_\_\_\_\_.  
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14

15 DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.  
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20 \_\_\_\_\_  
21 PEACE OFFICER  
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1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Ana Maria Salas, Tyler Kyle  
Edenfield, Plaintiff.

CASE NO: D-20-602873-F

7 vs.

DEPT. NO. Department X

8  
9 Gabino Guardado, Defendant.

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 4/28/2022

15 Amanda Roberts, Esq.

efile@lvfamilylaw.com

16 Byron Mills

modonnell@millsnv.com

17 Peter Isso, Esq.

peter@issolaw.com

18 Gabino Guardado

sugqueryr@yahoo.com

19 John Lanning, Esq.

john@issolaw.com

20 Ana Salas

aimiyumi323@gmail.com

21  
22  
23 If indicated below, a copy of the above mentioned filings were also served by mail  
24 via United States Postal Service, postage prepaid, to the parties listed below at their last  
known addresses on 4/29/2022

25 Kyle King

376 E Warm Springs RD STE #104  
Las Vegas, NV, 89119

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Tyler Edenfield                      1216 Silver Lake DR  
Las Vegas, NV, 89108



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\*\*\*

Ana Maria Salas, Tyler Kyle Edenfield,  
Plaintiff.  
vs.  
Gabino Guardado, Defendant.

Case No.: D-20-602873-F

Department X

**NOTICE OF ENTRY OF BENCH WARRANT**

TO ALL INTERESTED PARTIES:

**PLEASE TAKE NOTICE** that a Bench Warrant was entered in the above-entitled matter on April 28, 2022, a true and correct copy of which is attached hereto.

Dated this 28th day of April, 2022.

/s/ Natalie Castro

Natalie Castro  
Judicial Executive Assistant to the  
HONORABLE HEIDI ALMASE

**CERTIFICATE OF SERVICE**

I hereby certify that on the above file stamped date:

☒ E-Served pursuant to NEFCR 9 on April 28, 2022, or placed in the folder(s) located in the Clerk's Office of, the following attorneys:

Ana Maria Salas  
Byron Mills

☒ I mailed, via first-class mail, postage fully prepaid, the foregoing NOTICE OF ENTRY OF ORDER to:

Ana Maria Salas  
903 Ninth AVE  
UNIT 51  
Seattle WA 98104

Tyler Edenfield  
1216 Silver Lake DR  
Las Vegas NV 89108

/s/ Natalie Castro

Natalie Castro  
Judicial Executive Assistant to the  
HONORABLE HEIDI ALMASE



*Heidi Almase*

CLERK OF THE COURT

BNCH

DISTRICT COURT  
CLARK COUNTY, NEVADA

ANA MARIA SALAS,  
Plaintiff,

vs.

GABINO GUARDADO,  
Defendant

Case No: D-20-602873-F  
Dept. No: X

DATE OF HEARING: 04/28/2022  
TIME OF HEARING: 9:00A

**BENCH WARRANT**

**TO: ANY SHERIFF, CONSTABLE, MARSHAL, POLICEMAN or PEACE OFFICER**


The Plaintiff, ANA MARIA SALAS, having been ordered to appear before the above-entitled Court for the purpose of producing the minor child YASLINE ALEJANDRA GUARDADO-SALAS (DOB: 02/09/2014) on April 28, 2022 pursuant to this Court's April 12, 2022 Order to Produce Minor Child Pursuant to NRS 125C.0055, FAILED TO APPEAR at said time, now therefore:

**YOU ARE COMMANDED** to arrest the above-name Plaintiff ANA MARIA SALAS and bring her before this Court, or, if the Court has adjourned, deliver her into the custody of the Sheriff of Clark County. Bail for the Plaintiff ANA MARIA SALAS' release from custody of the Clark County Sheriff is hereby set in the amount of **NO BAIL**.

**PURGE CLAUSE:** PLAINTIFF ANA MARIA SALAS MAY BE RELEASED FROM CUSTODY UPON PRODUCTION OF THE MINOR CHILD YASLINE ALEJANDRA GUARDADO-SALAS (DOB: 02/09/2014).

**THIS WARRANT MAY BE SERVED AT ANY HOUR OF THE DAY OR NIGHT.**

Dated this 28th day of April, 2022

  
HEIDI ALMASE  
District Court Judge

6FA 2F6 56C6 894B  
Heidi Almase  
District Court Judge

1  
2 **COURT HOURS AND CONTACT INFORMATION**

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9 **RETURN OF SERVICE**

10 I hereby certify that I received the above and foregoing BENCH WARRANT on  
11 \_\_\_\_\_ and served the same by arresting the above-named PLAINTIFF ANA MARIA  
12 SALAS, the arrest being made on \_\_\_\_\_.  
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15 DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.  
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20 \_\_\_\_\_  
21 PEACE OFFICER  
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1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Ana Maria Salas, Tyler Kyle  
Edenfield, Plaintiff.

CASE NO: D-20-602873-F

7 vs.

DEPT. NO. Department X

8  
9 Gabino Guardado, Defendant.

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14 Service Date: 4/28/2022

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efile@lvfamilylaw.com

16 Byron Mills

modonnell@millsnv.com

17 Peter Isso, Esq.

peter@issolaw.com

18 Gabino Guardado

sugqueryr@yahoo.com

19 John Lanning, Esq.

john@issolaw.com

20 Ana Salas

aimiyumi323@gmail.com

21  
22  
23 If indicated below, a copy of the above mentioned filings were also served by mail  
24 via United States Postal Service, postage prepaid, to the parties listed below at their last  
known addresses on 4/29/2022

25 Kyle King

376 E Warm Springs RD STE #104  
Las Vegas, NV, 89119

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Tyler Edenfield                      1216 Silver Lake DR  
Las Vegas, NV, 89108

**Form 1. Notice of Appeal to the Supreme Court From a Judgement or Order of District Court**

No. ....

Dept. No. ....

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

A. Ana Maria Salas B. Tyler Kyle Edenfield, Plaintiff }  
v. }  
C. Gabino Guardado D., Defendant }

**NOTICE OF APPEAL**

Notice is hereby given that A. B., plaintiff above named, hereby appeals to the Supreme Court of Nevada (from the final judgement of the DISTRICT COURT of CLARK COUNTY, NEVADA) (from all the orders pertaining to Case No. D-20-602873-F including but not limited to (1) ORDER TO PRODUCE MINOR CHILD PURSUANT TO NRS 125C.0055, (2) ORDER DENYING PLAINTIFF ANA MARIA SALAS MOTION FOR RECONSIDERATION, (3) ORDER FOR IMMEDIATE PICK UP AND RETURN OF THE MINOR CHILD and (4) ORDER GRANTING DEFENDANT SOLE LEGAL, SOLE PHYSICAL CUSTODY, CHILD SUPPORT AND ATTORNEY FEES AND COSTS) entered in this action on the 28<sup>th</sup> day of April, 2022.

/s/ .....Ana Maria Salas.....  
Plaintiff A

903 9<sup>th</sup> Ave, Unit 51, Seattle, WA 98104.....  
Address

/s/ .....Tyler Kyle Edenfield.....  
Plaintiff B

4152 Utah Street, #3, San Diego, CA 92104.....  
Address



ASTA

**IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE  
STATE OF NEVADA IN AND FOR  
THE COUNTY OF CLARK**

ANA MARIA SALAS; TYLER KYLE  
EDENFIELD,

Plaintiff(s)

vs.

GABINO GUARDADO,

Defendant(s),

Case No: D-20-602873-F

Dept No: X

**CASE APPEAL STATEMENT**

1. Appellant(s): Ana Mara Salas and Tyler Kyle Edenfield

2. Judge: Heidi Almase

3. Appellant(s): Ana Mara Salas and Tyler Kyle Edenfield

Counsel:

Ana Mara Salas  
903 9th Ave., Unit 51  
Seattle, WA 98104

Tyler Kyle Edenfield  
4152 Utah St. #3  
San Diego, CA 92104

4. Respondent (s): Gabino Guardado

Counsel:

Byron L. Mills, Esq.  
703 S. 8th St.

Las Vegas, NV 89101

5. Appellant(s)'s Attorney Licensed in Nevada: N/A  
Permission Granted: N/A

Respondent(s)'s Attorney Licensed in Nevada: Yes  
Permission Granted: N/A

6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No

7. Appellant Represented by Appointed Counsel On Appeal: N/A

8. Appellant Granted Leave to Proceed in Forma Pauperis: N/A

Appellant Filed Application to Proceed in Forma Pauperis: No  
Date Application(s) filed: N/A

9. Date Commenced in District Court: January 24, 2020

10. Brief Description of the Nature of the Action: DOMESTIC - Miscellaneous

Type of Judgment or Order Being Appealed: Misc. Order

11. Previous Appeal: No

Supreme Court Docket Number(s): N/A

12. Case involves Child Custody and/or Visitation: Custody  
Appeal involves Child Custody and/or Visitation: Custody

13. Possibility of Settlement: Unknown

Dated This 3 day of May 2022.

Steven D. Grierson, Clerk of the Court

/s/ Heather Ungermann

Heather Ungermann, Deputy Clerk  
200 Lewis Ave  
PO Box 551601  
Las Vegas, Nevada 89155-1601  
(702) 671-0512

cc: Ana Mara Salas  
Tyler Kyle Edenfield



**OPPS**

**BYRON L. MILLS, ESQ.**

Nevada Bar #6745

**DANIEL W. ANDERSON, ESQ.**

Nevada Bar #9955

**MILLS & ANDERSON**

703 S. 8<sup>th</sup> Street

Las Vegas NV 89101

(702) 386-0030

attorneys@millsnv.com

*Attorney for Defendant*

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

**ANA M. SALAS AND**

**TYLER EDENFIELD**

Plaintiff,

vs.

**GABINO GUARDADO,**

Defendant.

CASE NO.: D-20-602873-F

DEPT. NO.: X

HEARING DATE: 06/13/22

HEARING TIME: 10:00 A.M.

ORAL ARGUMENT REQUESTED

YES \_\_\_\_ NO X \_\_\_\_

**OPPOSITION TO PLAINTIFF'S MOTION FOR STAY AGAINST  
CURRENT ORDERS**

COMES NOW the Defendant, GABINO GUARDADO, by and through his attorney, BYRON L. MILLS, 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 requests the following:

1. An Order of the Court denying Plaintiff's motion for a stay of the Court's current orders;
2. For any and other such further relief as this Court deems appropriate in the



1 premises.

2 This Opposition is made and based upon the papers and pleadings on file  
3 herein, Points and Authorities cited below, the Affidavit of Plaintiff, GABINO  
4 GUARDADO, attached hereto, other supporting documentation set forth herein  
5 below, and any argument entertained at the time of hearing.

6 DATED this 5<sup>th</sup> day of May 2022.

7 MILLS & ANDERSON

8   
9 BYRON L. MILLS, ESQ.

10 Nevada Bar No. 6745

11 703 S. 8<sup>th</sup> Street

12 Las Vegas NV 89101

13 Attorney for Defendant

14 **POINTS AND AUTHORITIES**

15 **I.**

16 **STATEMENT OF FACTS**

17 The Defendant, GABINO GUARDADO, ("Gabino") and Plaintiff, ANA  
18 MARIA SALAS ("Ana Maria") are former in-laws. Gabino is the biological father  
19 of the child at issue, to wit: YASLINE ALEJANDRA GUARDADO-SALAS, born  
20 on February 9, 2014 ("the child" or "Yasline"). Ana Maria is the sister of the child's  
21 biological mother, PAOLA LETICIA SALAS ("Paola" or "child's mother"). The  
22 Plaintiff, TYLER EDENFIELD ("Mr. Edenfield") is Ana Maria's ex-husband.  
23 Upon information and belief, Ana Maria and Mr. Edenfield divorced in 2017.

24 By order of this Court filed December 21, 2020, Gabino was awarded sole  
25 legal and sole physical custody of Yasline. However, he has to date been unable to  
26 wrest custody of his daughter from Ana, who continues to be in open defiance of  
27 this Court's orders. This Court issued a pickup order and order for Ana to produce  
28 the child to the Court, which she ignored. Ana's refusal resulted in a warrant being

1 issued for her arrest and a show cause hearing being set for June 13, 2022 for the  
2 Court to consider contempt against Ana.

3 On April 28, 2022, Ana filed a notice of appeal seeking reversal of this  
4 Court's denial of her motion for reconsideration of the Court's previous decision  
5 denying Ana's motion to set aside Gabino's underlying custody order. Prior to filing  
6 her notice of appeal, Ana filed a motion for stay of the Court's previous orders.  
7 However, Ana's motion does not specifically identify what order(s) she is seeking  
8 a stay on. Presumably, Ana is requesting that the Court stay its pick up order, show  
9 cause order, or Gabino's sole legal and sole physical custodial order, none of which  
10 the Court should stay as more fully set forth below.

11 Additionally, Gabino has been forced to bear unnecessary costs of litigation  
12 due to Ana's blatant refusal to honor the custodial order and produce Gabino's  
13 child. To add insult to injury, Gabino is now faced with paying additional fees to  
14 defend Ana's appeal, which is clearly without merit in any regard.

15 Based on the foregoing facts and argument set forth below, Gabino  
16 respectfully requests that the Court deny Ana's motion summarily.

## 17 II.

## 18 ARGUMENT

### 19 20 **The Court Should Deny Ana's Motion for Stay.**

21 This Court should deny Ana's motion for stay because there is no basis to  
22 grant one under NRAP 8(c). As is evident from the multiple filings that Ana made  
23 in support of her motion for stay, what Ana is really asking is for this Court to  
24 reconsider, again, its previous custodial decision in Gabino's favor. Of course, a  
25 motion to stay is not the correct mechanism for this, and Ana has already exhausted  
26 her remedies at the district court level to challenge the order granting Gabino sole  
27 legal and sole physical custody. Additionally, Ana has failed to correctly cite the  
28 law governing stay requests, or even present an argument that would support a

1 favorable finding under any of the stay factors.

2 Nevada has statutorily outlined four factors for courts to consider when  
3 reviewing a motion for stay as follows:

4 *1. Whether the Object of the Appeal Will Be Defeated*

5 This court must not grant a stay because the object of the appeal will not be  
6 defeated if a stay is not granted. Ana has not demonstrated how her pursuit of an  
7 order overturning this Court's custody decision will be defeated if the Court's  
8 underlying custodial order and orders denying Ana's requests for a motion to set  
9 aside or for reconsideration would be defeated if a stay is not granted.

10 *2. Whether Appellant Will Suffer Irreparable Injury*

11 This Court must not grant a stay because appellant will not be irreparably  
12 harmed absent a stay. Once again, Ana fails to claim that she will suffer irreparable  
13 injury if she actually follows the Court's order and returns the child to Gabino.  
14 Irreparable harm exists only where compensation is inadequate or the harm is to  
15 unique interests, such as real property. *Hamm v. Arrowcreek Homeowners' Ass'n*,  
16 124 Nev. 290, 297, 183 P.3d 895, 901 (2008). But " '[m]ere injuries, however  
17 substantial, in terms of money, time and energy necessarily expended in the absence  
18 of a stay are not enough' to show irreparable harm." *Hansen v. Eighth Jud. Dist. Ct.*  
19 *ex rel. Cnty. Clark*, 116 Nev. 650, 658, 6 P.3d 982, 987 (2000) (quoting *Virginia*  
20 *Petroleum Job. Ass'n v. Federal Power Com'n*, 259 F.2d 921, 925 (D.C.Cir.1958)).

21 In this case, Ana will not suffer any harm that she has not brought upon  
22 herself if the Court order is not stayed. Ana has no constitutional right to a  
23 relationship with the child. She currently has no legal right to the child of any kind.  
24 Enforcement of the order will simply carry into effect what is already true; that Ana  
25 is not the child's parent and Gabino is.

26 *3. Whether respondent will suffer irreparable harm from the stay*

27 The third factor courts consider is whether granting a stay will irreparably  
28 harm or seriously injure Plaintiff. NRAP 8(c)(3). Every day, Gabino's constitutional

1 right to a relationship with and to parent his child is being harmed due to Ana's  
2 criminal conduct. There is no question that Ana's interference with this relationship  
3 will cause irreparable damage if it is allowed to continue.

4 *4. Likely to Prevail on the Merits*

5 Finally, the last factor courts are required to consider is the likelihood the  
6 appellant will prevail on the merits. NRAP 8(c)(4). Ana has zero chance of  
7 prevailing on her appeal. She has clearly demonstrated by her conduct that the Court  
8 was absolutely correct in restoring Gabino's status as the child's father and her sole  
9 legal and physical custodian. Even if by some miracle Ana was able to prevail on  
10 any element of her appeal, she has demonstrated over the past months that she will  
11 defy any court order recognizing Gabino's parental rights, which are superior to  
12 hers in every way. As such, there is no question that Gabino would still be  
13 designated as the child's sole custodian due to Ana's unwillingness to support a  
14 relationship between father and child.

15 Based on the foregoing, Gabino respectfully submits that the Court should  
16 summarily deny Ana's request for a stay of its orders.

17 **III.**

18 **CONCLUSION**

19 Ana's motion for stay must be denied because she is unlikely to prevail on

20 ///

21 ///

22 ///

1 her claim, the object of his appeal will not be defeated in absence of the stay, and  
2 she will not be irreparably harmed without it.

3 DATED this 5<sup>th</sup> day of May 2022.

4  
5 MILLS & ANDERSON

6 

7 BYRON L. MILLS, ESQ.

8 Nevada Bar No. 6745

9 DANIEL W. ANDERSON, ESQ.

10 Nevada Bar No. 9955

11 703 S. 8th Street

12 Las Vegas NV 89101

13 Attorney for Defendant

14 **CERTIFICATE OF SERVICE**

15 Pursuant to NRCP 5(b), I certify that I am an employee of MILLS &  
16 ANDERSON and that on the 5<sup>th</sup> day of May, I served the **OPPOSITION TO**  
17 **MOTION FOR STAY ORDER**

18 [X] By placing the Opposition in the United States Mail, in a sealed envelope  
19 upon which first class postage was prepaid in Las Vegas, Nevada.to the person(s)  
20 identified below as follows:

21 Ana Maria Salas

22 903 9<sup>th</sup> Avenue, Unit 51

23 Seattle, WA 98104

24 and via e-mail: [aimiyumi323@gmail.com](mailto:aimiyumi323@gmail.com)

25 ***/S/ MARY O'DONNELL***

26 Mary ODonnell, An Employee of  
27 Mills & Anderson  
28

*Heather S. Shuman*

CLERK OF THE COURT

1 ORDR

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 ANA MARIA SALAS AND TYLER KYLE  
7 EDENFIELD,

8 Plaintiff,

9 vs.

10 GABINO GUARDADO,

11 Defendant

Case No: D-20-602873-F

Dept. No: X

12 **ORDER TO APPEAR IN PERSON FOR JUNE 13, 2022 HEARING PURSUANT TO**  
13 **EDCR 5.517(b)**

14 This matter was scheduled for June 13, 2022 (10AM) hearing on Plaintiff Ana (Ana)  
15 Maria Salas' April 27, 2022 Motion for Stay. On May 5, 2022, Defendant Gabino (Gabino)  
16 Guardado filed his Opposition. This matter is also scheduled for Order to Show Cause hearing  
17 on June 13, 2022 at 1:30PM. See Order Denying Plaintiff Ana Maria Salas' Motion for  
18 Reconsideration at p.20, ll.1-4 (filed April 12, 2022). Gabino is required to submit and serve the  
19 Order to Show Cause in order for the June 13, 2022 hearing to proceed.  
20

21 The Court ORDERS the June 13, 2022 hearing at 10:00AM consolidated with the June  
22 13, 2022 Order to Show Cause hearing at 1:30PM. The Court ORDERS the hearing shall be in  
23 person at the Regional Justice Center located at 200 E. Lewis Avenue, Las Vegas, NV 89101  
24 (courtroom 3B). Specifically, contempt proceedings are required to be in person.  
25

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1 Gabino's failure to file and serve the Order to Show Cause will result in the contempt  
2 proceeding be vacated for lack of notice and service.

3  
4 Dated this 9th day of May, 2022

5  
6   
7 HEIDI ALMASE  
District Court Judge

8 368 301 4D2B 85D1  
9 Heidi Almase  
District Court Judge

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Ana Maria Salas, Tyler Kyle  
Edenfield, Plaintiff.

CASE NO: D-20-602873-F

7 vs.

DEPT. NO. Department X

8  
9 Gabino Guardado, Defendant.

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 5/9/2022

15 Amanda Roberts, Esq.

efile@lvfamilylaw.com

16 Byron Mills

modonnell@millsnv.com

17 Peter Isso, Esq.

peter@issolaw.com

18 Gabino Guardado

sugeryr@yahoo.com

19 John Lanning, Esq.

john@issolaw.com

20 Ana Salas

aimiyumi323@gmail.com

21  
22  
23 If indicated below, a copy of the above mentioned filings were also served by mail  
24 via United States Postal Service, postage prepaid, to the parties listed below at their last  
known addresses on 5/10/2022

25 Kyle King

376 E Warm Springs RD STE #104  
Las Vegas, NV, 89119



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Tyler Edenfield                      1216 Silver Lake DR  
Las Vegas, NV, 89108



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\*\*\*

Ana Maria Salas, Tyler Kyle Edenfield,  
Plaintiff.  
vs.  
Gabino Guardado, Defendant.

Case No.: D-20-602873-F

Department X

**NOTICE OF ENTRY OF ORDER**

TO ALL INTERESTED PARTIES:

**PLEASE TAKE NOTICE** that an Order was entered in the above-entitled matter on May 09, 2022, a true and correct copy of which is attached hereto.

Dated this 11th day of May, 2022.

/s/ Natalie Castro

Natalie Castro  
Judicial Executive Assistant to the  
HONORABLE HEIDI ALMASE

**CERTIFICATE OF SERVICE**

I hereby certify that on the above file stamped date:

☐ E-Served pursuant to NEFCR 9 on May 11, 2022, or placed in the folder(s) located in the Clerk's Office of, the following attorneys:

Ana Maria Salas  
Byron Mills

☒ I mailed, via first-class mail, postage fully prepaid, the foregoing NOTICE OF ENTRY OF ORDER to:

Ana Maria Salas  
903 Ninth  
UNIT 51  
Seattle, WA 98104

Tyler Kyle Edenfield  
1216 Silver Lake DR  
Las Vegas, NV 89108

/s/ Natalie Castro

Natalie Castro  
Judicial Executive Assistant to the  
HONORABLE HEIDI ALMASE

*Heather S. Shuman*

CLERK OF THE COURT

1 ORDR

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 ANA MARIA SALAS AND TYLER KYLE  
7 EDENFIELD,

8 Plaintiff,

9 vs.

10 GABINO GUARDADO,

11 Defendant

Case No: D-20-602873-F

Dept. No: X

12 **ORDER TO APPEAR IN PERSON FOR JUNE 13, 2022 HEARING PURSUANT TO**  
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21 The Court ORDERS the June 13, 2022 hearing at 10:00AM consolidated with the June  
22 13, 2022 Order to Show Cause hearing at 1:30PM. The Court ORDERS the hearing shall be in  
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1 Gabino's failure to file and serve the Order to Show Cause will result in the contempt  
2 proceeding be vacated for lack of notice and service.

3  
4 Dated this 9th day of May, 2022

5  
6   
7 HEIDI ALMASE  
District Court Judge

8 368 301 4D2B 85D1  
9 Heidi Almase  
District Court Judge

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Ana Maria Salas, Tyler Kyle  
Edenfield, Plaintiff.

CASE NO: D-20-602873-F

7 vs.

DEPT. NO. Department X

8  
9 Gabino Guardado, Defendant.

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17 Peter Isso, Esq.

peter@issolaw.com

18 Gabino Guardado

sugeryr@yahoo.com

19 John Lanning, Esq.

john@issolaw.com

20 Ana Salas

aimiyumi323@gmail.com

21  
22  
23 If indicated below, a copy of the above mentioned filings were also served by mail  
24 via United States Postal Service, postage prepaid, to the parties listed below at their last  
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25 Kyle King

376 E Warm Springs RD STE #104  
Las Vegas, NV, 89119

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Tyler Edenfield                      1216 Silver Lake DR  
Las Vegas, NV, 89108

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Registration of Foreign  
Custody**

**COURT MINUTES**

March 09, 2020

D-20-602873-F      Ana Maria Salas, Tyler Kyle Edenfield, Plaintiff.  
vs.  
Gabino Guardado, Defendant.

**March 09, 2020      10:00 AM      Motion**

**HEARD BY:** Burton, Rebecca L.

**COURTROOM:** Courtroom 08

**COURT CLERK:** Neida Parker

**PARTIES:**

Ana Salas, Plaintiff, not present	Pro Se
Gabino Guardado, Defendant, present	Kyle King, Attorney, present
Kyle King, Attorney, present	
Tyler Edenfield, Plaintiff, not present	Pro Se
Yasline Guardado-Salas, Subject Minor, not present	

<b>JOURNAL ENTRIES</b>
------------------------

- DEFENDANT'S MOTION TO MODIFY CHILD CUSTODY GRANTING DEFENDANT SOLE LEGAL, SOLE PHYSICAL CUSTODY, CHILD SUPPORT AND FOR ATTORNEY FEES AND COSTS

Spanish Court Interpreter, Ximena Fiene, present with Defendant.

Court reviewed the case.

Discussion regarding service on natural Mom and her last known address in North Carolina or if she was served by publication.

Counsel represented initially the natural Mother signed a unilateral guardianship over and then was

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**Notice:** Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

deported to Mexico and he could do a diligence search to the last known address within the next couple of days. Counsel further represented there was no forwarding address and the nature of Order itself they did not know it existed until Defendant came into his office.

Court NOTED a UCCJEA (Uniform Child Custody Jurisdiction and Enforcement Act) Conference with North Carolina is not needed, as this Court recognizes that nobody is in North Carolina.

Counsel acknowledged Mom disappeared some time ago, to the best of his knowledge Mom was deported to Mexico, and the Aunt, Uncle, and minor child, including Dad, resides here.

Court FURTHER NOTED unless the due diligence shows that Mom is in North Carolina, this Court is going to have Child Custody, subject matter jurisdiction. However, Mom is required to have notice.

Further discussions regarding service on Mom.

Discussions regarding how the maternal Aunt and Uncle got Custody Orders and how Dad became aware of the Order

COURT ORDERED, upon Defendant completing a Due Diligence search on the natural Mother and make an Ex Parte request for Publication, a Publication shall be ALLOWED. Upon service on the natural Mother and twenty (20) days has lapsed, Defendant's counsel shall submit an Order, so that this Court can confirm it has jurisdiction. Court SUGGESTED counsel extend the Due Diligence to North Carolina to confirm the natural Mother is not there. Additionally, the Notice of Entry of Stipulation and Order to Continue Hearing filed on February 20, 2020, shall be STRICKEN from the record, as it belongs to a different case.

Matter RECALLED.

COURT FURTHER ORDERED, matter CONTINUED TO April 23, 2020, at 11:00 AM.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Registration of Foreign  
Custody**

**COURT MINUTES**

July 27, 2020

D-20-602873-F      Ana Maria Salas, Tyler Kyle Edenfield, Plaintiff.  
vs.  
Gabino Guardado, Defendant.

**July 27, 2020      10:00 AM      Motion**

**HEARD BY:** Burton, Rebecca L.

**COURTROOM:** Courtroom 08

**COURT CLERK:** Diane Ford

**PARTIES:**

Ana Salas, Plaintiff, not present	Pro Se
Gabino Guardado, Defendant, not present	Byron Mills, Attorney, not present
Kyle King, Attorney, Unbundled Attorney, not present	
Tyler Edenfield, Plaintiff, not present	Pro Se
Yasline Guardado-Salas, Subject Minor, not present	

<b>JOURNAL ENTRIES</b>
------------------------

- DEFENDANT'S MOTION TO MODIFY CHILD CUSTODY GRANTING DEFENDANT SOLE LEGAL, SOLE PHYSICAL CUSTODY, CHILD SUPPORT AND FOR ATTORNEY FEES AND COSTS

Judge Rebecca Burton appeared via video conference.

Attorney Kyle King, Bar No. 14557, appeared via video conference for Defendant (Dad).

Dad appeared via video conference.

Court reviewed the history of the parties and the pleadings on file.

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Court noted service to all the parties has been satisfied.

Court inquired if Dad had the minor child and Attorney King stated that they were going to request a pick-up order as they believe the Plaintiff (Aunt) has now fled to Florida and they may have to get the Attorney General involved in this matter to pick up the minor child from a different state.

COURT FINDS that it has subject matter jurisdiction over this case, personal jurisdiction over the parties, and child custody subject matter jurisdiction over the minor child(ren).

Dad SWORN and TESTIFIED.

Attorney King canvassed Dad regarding when the minor child moved to Nevada and how he knew the guardians and the minor child moved to Nevada.

Court requested the interpreter put her name on the record and which language she was interpreting in.

Spanish Interpreter Sue Rodriguez appeared via video conference for Dad.

Court further inquired if Ms. Rodriguez was a court certified interpreter, and Attorney King stated she was not. Discussion regarding this matter being continued for Dad to get a certified court interpreter and how Attorney King may get in contact with the Court Interpreter's office.

COURT ORDERED the following:

1. Dad shall have the North Carolina Order registered with this court.
2. Matter CONTINUED to August 6, 2020 at 10:00 a.m. for Dad to get a Spanish court certified interpreter.

CLERK'S NOTE: Minutes Incomplete: DO NOT PRINT; DO NOT DISTRIBUTE!!

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Registration of Foreign  
Custody**

**COURT MINUTES**

August 06, 2020

D-20-602873-F      Ana Maria Salas, Tyler Kyle Edenfield, Plaintiff.  
vs.  
Gabino Guardado, Defendant.

**August 06, 2020      10:00 AM      Motion**

**HEARD BY:** Burton, Rebecca L.

**COURTROOM:** Courtroom 08

**COURT CLERK:** Diane Ford

**PARTIES:**

Ana Salas, Plaintiff, not present	Pro Se
Gabino Guardado, Defendant, not present	Byron Mills, Attorney, not present
Kyle King, Attorney, Unbundled Attorney, not present	
Tyler Edenfield, Plaintiff, not present	Pro Se
Yasline Guardado-Salas, Subject Minor, not present	

<b>JOURNAL ENTRIES</b>
------------------------

- DEFENDANT'S MOTION TO MODIFY CHILD CUSTODY GRANTING DEFENDANT SOLE LEGAL, SOLE PHYSICAL CUSTODY, CHILD SUPPORT, AND ATTORNEY'S FEES AND COSTS

Judge Rebecca Burton appeared via video conference.

Attorney Kyle King, Bar No. 14557, appeared via video conference for Defendant (Dad).

Attorney Robert Blau, Bar No. 10857, also appeared via video conference for Dad.

Dad appeared via video conference.

PRINT DATE:	05/26/2022	Page 5 of 15	Minutes Date:	March 09, 2020
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Spanish Court Interpreter Elsa Marsico, Supreme Court #NVME527, interpreted for Dad via video conference.

Court noted the requested service had been completed, and the jurisdiction issue had been resolved.

Dad SWORN and TESTIFIED.

Attorney King canvassed Dad regarding his request for sole legal and sole physical custody of the minor child.

COURT FINDS that it has subject matter jurisdiction over this case, personal jurisdiction over the parties, and child custody subject matter jurisdiction over the minor child(ren).

COURT READ FINDINGS on the record.

COURT ORDERED the following:

1. Dad shall have **SOLE LEGAL AND SOLE PHYSICAL CUSTODY** of the minor child.
2. Dad must file a Financial Disclosure Form (FDF), attach his last three pay stubs or verification of income, and file proof of service by August 20, 2020, should a motion be filed for Attorney's Fees and Costs.
3. Attorney King shall to file a Memorandum of Fees and Costs with the Brunzell Affidavit and supported by billing statements by August 20, 2020. Attorney King shall also provide a copy to the Plaintiffs'. Plaintiffs' shall have until September 3, 2020 to file a response. Should the Plaintiffs' respond, they must each file a Financial Disclosure Form (FDF), attach their last three pay stubs or verification of income, and file proof of service by September 3, 2020.
4. Dad's Motion for Attorney's Fees and Costs is **CONTINUED** to September 9, 2020 at 2:15 p.m. on the Court's In-Chambers Calendar.
5. Attorney King shall have until September 4, 2020 to submit the proposed Order, including the Court's Findings, directly to the Department. On or after September 8, 2020, the Court will issue an Order to Show Cause to the parties for the proposed Order.

CASE CLOSED upon submission of the Order.

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**Notice:** Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:** Aug 06, 2020 10:00AM Motion  
Defendant's Motion to Modify Child Custody Granting Defendant Sole Legal, Sole Physical Custody,  
Child Support and for Attoreny Fees and Costs  
Courtroom 08 Burton, Rebecca L.

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**Notice:** Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Registration of Foreign  
Custody**

**COURT MINUTES**

September 09, 2020

D-20-602873-F      Ana Maria Salas, Tyler Kyle Edenfield, Plaintiff.  
vs.  
Gabino Guardado, Defendant.

**September 09,      10:00 AM      Minute Order  
2020**

**HEARD BY:** Burton, Rebecca L.

**COURTROOM:** Chambers

**COURT CLERK:** Diane Ford

**PARTIES:**

Ana Salas, Plaintiff, not present	Pro Se
Gabino Guardado, Defendant, not present	Byron Mills, Attorney, not present
Kyle King, Attorney, Unbundled Attorney, not present	
Tyler Edenfield, Plaintiff, not present	Pro Se
Yasline Guardado-Salas, Subject Minor, not present	

<b>JOURNAL ENTRIES</b>
------------------------

- MINUTE ORDER: NO HEARING HELD AND NO APPEARANCES

Pursuant to NRCP 1 and EDCR 1.10, the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action.

COURT FINDS that at the August 6, 2020 hearing, the Court continued the issue of attorney fees to the Court's In-Chambers calendar on September 9, 2020.

COURT FINDS that on August 17, 2020 the Defendant filed a Motion for Attorney's Fees and Costs

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**Notice:** Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

Pursuant to NRCP 54. A Notice of Hearing was filed providing a hearing date for September 30, 2020 on the Court's In-Chambers calendar.

NOW, THEREFORE IT IS ORDERED that to avoid confusion, the Court's Clerk shall VACATE the hearing set on September 9, 2020 on the Court's In-Chambers calendar, and will defer the issues of attorney fees to the hearing currently set for the Defendant's Motion.

COURT FURTHER ORDERS that the Court's Clerk shall provide a copy of this Minute Order to the parties.

CLERK'S NOTE: A copy of the Minute Order was mailed to the Plaintiffs at the addresses listed in the court records and emailed to Defendant's Attorney Kyle King on September 9, 2020. (dlf)

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

PRINT DATE:	05/26/2022	Page 9 of 15	Minutes Date:	March 09, 2020
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**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Registration of Foreign  
Custody**

**COURT MINUTES**

January 24, 2022

D-20-602873-F      Ana Maria Salas, Tyler Kyle Edenfield, Plaintiff.  
vs.  
Gabino Guardado, Defendant.

**January 24, 2022      10:00 AM      All Pending Motions**

**HEARD BY:** Almase, Heidi

**COURTROOM:** RJC Courtroom 03B

**COURT CLERK:** Quentin Mansfield

**PARTIES:**

Ana Salas, Plaintiff, not present	Pro Se
Gabino Guardado, Defendant, present	Byron Mills, Attorney, present
Kyle King, Attorney, Unbundled Attorney, not present	
Tyler Edenfield, Plaintiff, not present	Pro Se
Yasline Guardado-Salas, Subject Minor, not present	

<b>JOURNAL ENTRIES</b>
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- MOTION: MOTION AND NOTICE OF MOTION TO SET ASIDE DEFAULT AND TO RECALL WARRANT... OPPOSITION & COUNTERMOTION: OPPOSITION TO MOTION TO SET ASIDE ORDER AND DEFAULT AND TO RECALL WARRANT AND COUNTERMOTION FOR ATTORNEY'S FEES

In the interest of public safety due to the Coronavirus pandemic, all parties were present via VIDEO CONFERENCE through the BlueJeans application. Plaintiffs, Ana Salas and Tyler Edenfield, were not present.

Upon the matter being called, the COURT NOTED papers and pleadings on file and reviewed the

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history of the case.

Mr. Medlyn represented that child custody matters are to be heard on their merits in the state of Nevada. Mr. Medlyn requested temporary orders and for the matter to be set for hearing.

Mr. Mills, counsel for Defendant, Gabino Guardado, represented the efforts made to have the Plaintiff served with the Court's Orders. Mr. Mills argued that there was no basis to set aside the Default. Mr. Mills requested that Plaintiff's Motion be denied.

Mr. Medlyn represented that Plaintiff's request for the Default to be set aside should be proof enough of her appearance. Mr. Medlyn requested the matter be set for status check for Plaintiff's compliance with providing an address.

COURT stated its FINDINGS and ORDERED the following:

1. Plaintiff's Motion to Set Aside Default and to Recall Warrant is hereby DENIED.
2. Plaintiff, Ana Salas, SHALL file a NOTICE OF CHANGE OF ADDRESS with the Court with service upon Mr. Mills and Defendant.
3. Plaintiff SHALL produce the minor child as previously ORDERED.
4. Mr. Mills Countermotion for Attorney's Fees is hereby GRANTED. Mr. Mills SHALL file a Memorandum of Fees and Costs by no later than 02/07/2022 with service upon Mr. Isso's office. Plaintiff SHALL have file any Objection by no later than 02/14/2022.
5. The Court set the matter for DECISION on 03/02/2022 at 3:00 A.M.
6. Mr. Mills shall prepare the order and submit to Mr. Medlyn for review and signature.

CLERK'S NOTE: On 02/02/2022 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. (qm)

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Registration of Foreign  
Custody**

**COURT MINUTES**

April 11, 2022

D-20-602873-F      Ana Maria Salas, Tyler Kyle Edenfield, Plaintiff.  
vs.  
Gabino Guardado, Defendant.

**April 11, 2022      10:00 AM      All Pending Motions**

**HEARD BY:** Almase, Heidi

**COURTROOM:** RJC Courtroom 03B

**COURT CLERK:** Tonya Mulvenon

**PARTIES:**

Ana Salas, Plaintiff, not present	Pro Se
Gabino Guardado, Defendant, not present	Byron Mills, Attorney, not present
Kyle King, Attorney, Unbundled Attorney, not present	
Tyler Edenfield, Plaintiff, not present	Pro Se
Yasline Guardado-Salas, Subject Minor, not present	

<b>JOURNAL ENTRIES</b>
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- PLAINTIFF S MOTION FOR RECONSIDERATION, ASSERTING LACK OF SUBJECT MATTER AND PERSONAL JURISDICTION; DECLARATION OF ANA SALAS DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR RECONSIDERATION, ASSERTING LACK OF SUBJECT MATTER JURISDICTION AND PERSONAL JURISDICTION AND COUNTERMOTION FOR MOTION FOR CONTEMPT AND ATTORNEY'S FEES AND COSTS ORDER TO SHOW CAUSE

The Motion was decided without oral argument; therefore, an order was filed on 4/12/22.

**INTERIM CONDITIONS:**

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**FUTURE HEARINGS:**

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Registration of Foreign  
Custody**

**COURT MINUTES**

April 28, 2022

D-20-602873-F      Ana Maria Salas, Tyler Kyle Edenfield, Plaintiff.  
vs.  
Gabino Guardado, Defendant.

**April 28, 2022      9:00 AM      Hearing**

**HEARD BY:** Almase, Heidi

**COURTROOM:** RJC Courtroom 03B

**COURT CLERK:** Tonya Mulvenon

**PARTIES:**

Ana Salas, Plaintiff, not present	Pro Se
Gabino Guardado, Defendant, present	Byron Mills, Attorney, present
Kyle King, Attorney, Unbundled Attorney, not present	
Tyler Edenfield, Plaintiff, not present	Pro Se
Yasline Guardado-Salas, Subject Minor, not present	

<b>JOURNAL ENTRIES</b>
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**- HEARING RE: ORDER TO PRODUCE THE CHILD**

On behalf of Defendant, Court Certified Interpreter Ms. Christina Ranuschio and Defendant were present in person.

Upon the matter being called, Court noted a review of pleadings and papers on file.

COURT NOTED that Plaintiff is not present as ordered, and the Marshal has thoroughly checked the hallway.

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Mr. Mills requested that a Bench Warrant be issued for Plaintiff's arrest. Mr. Mills further indicated that Bench Warrant could be used to get cooperation from the State of Washington and Child Protective Services to recover the child. Upon Inquiry by the Court, Mr. Mills stated that Plaintiff does not want to bring the child back and severely restricts Defendant's contact. Mr. Mills indicated that he does not believe Plaintiff intends to follow this Court's order or bring the child back.

Court engaged in a discussion regarding pick-up orders, issuing a bench warrant, and other related issues.

COURT ORDERED, a BENCH WARRANT shall be issued for Plaintiff's arrests.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

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# Certification of Copy and Transmittal of Record

State of Nevada }  
County of Clark } SS:

Pursuant to the Supreme Court order dated May 20, 2022, I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, do hereby certify that the foregoing is a true, full and correct copy of the complete trial court record for the case referenced below. The record comprises three volumes with pages numbered 1 through 666.

ANA MARIA SALAS; TYLER KYLE  
EDENFIELD,

Plaintiff(s),

vs.

GABINO GUARDADO,

Defendant(s),

Case No: D-20-602873-F

Dept. No: X

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 27 day of May 2022.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk