

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

Electronically Filed  
May 17 2022 08:31 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

GINA R. DAPRA,

Petitioner,

S. Ct. Case No.

vs.

Dist. Ct. Case No. DV20-01349

SECOND JUDICIAL DISTRICT COURT  
OF THE STATE OF NEVADA, IN AND  
FOR THE COUNTY OF WASHOE, THE  
HONORABLE LINDA M. GARDNER,  
SENIOR DISTRICT JUDGE,  
FAMILY COURT DIVISION, DEPT. 16,

Respondent,

and

SCOTT A. ELKINS,

Real Party in Interest.

\_\_\_\_\_ /

**PETITIONER'S APPENDIX**

SILVERMAN KATTELMAN SPRINGGATE,  
CHTD.

MICHAEL V. KATTELMAN, ESQ.

Nevada Bar No 6703

500 Damonte Ranch Pkwy, #675

Reno, NV 89521

Telephone: 775-322-3223

Facsimile: 775-322-3649

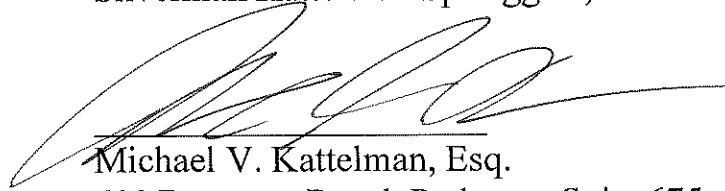
Attorneys for Petitioner

Petitioner, Gina R. Dapra, by and through her counsel, Michael V. Kattelman, Esq., of the law firm Silverman Kattelman Springgate, Chtd., files the following documents as Petitioner's Appendix:

<b>Date Filed</b>	<b>Description</b>	<b>Bates Range</b>	<b>Volume I</b>
October 02, 2020	Complaint for Divorce	0001-0004	V.I.
March 17, 2021	Order After Case Management Conference	0005-0009	V.I.
August 26, 2021	Findings of Fact, Conclusions of Law, and Decree of Divorce	0010-0028	V.I.
December 8, 2021	Notice of Subpoena Duces Tecum	0029-0037	V.I.
December 14, 2021	Objection to Subpoena and Motion For Protective Order	0038-0105	V.I.
December 29, 2021	Wife's Opposition to Husband's Objection To Subpoena and Motion for Protective Order	0106-0167	V.I.
January 3, 2022	Reply in Support of Objection to Subpoena and Motion for Protective Order	0168-0175	V.I.
January 14, 2022	Order Setting Hearing	0176-0179	V.I.
March 21, 2022	Transcript of Proceedings	0180-0204	V.I.
March 22, 2022	Order After Hearing	0205-0207	V.I.

Submitted, May 16, 2022,

Silverman Kattelman Springgate, Chtd.

A handwritten signature in black ink, appearing to read "Michael V. Kattelman", written over a horizontal line.

Michael V. Kattelman, Esq.

500 Damonte Ranch Parkway, Suite 675

Reno, Nevada 89501

775-322-3223

mvk@sk-s-reno.com

## CERTIFICATE OF SERVICE

Pursuant to NRCP 5 (b), I hereby certify that I am an employee of Silverman Kattelman Springgate, Chtd, and on the date set forth below, I caused to be served a true copy of the foregoing Petitioner's Appendix on the party(ies) identified below by:

- X   Placing an original or true copy thereof in a sealed envelope,  
postage prepaid for collection and mailing in the United States  
Mail at Reno, Nevada
- Personal Delivery
- Electronically, using Supreme Court's ECF system

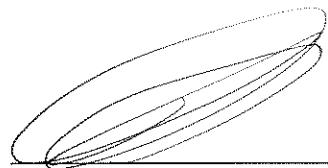
Addressed to:

Second Judicial District Court  
State of Nevada, Family Division  
Department 16  
Senior Judge Linda Gardner  
75 Court Street (mailing)  
One South Sierra St.  
Reno, NV 89501

Clerk of the Court  
Second Judicial District Court  
75 Court Street  
Reno, NV 89501

Law Offices of Andriea Aden  
Andriea Aden, Esq.  
243 Stewart Street  
Reno, Nevada 89501

Dated this 16 day of May, 2022.

  
\_\_\_\_\_

1 Michael V. Kattelman (NSB#6703)  
2 Silverman Kattelman Springgate, Chtd.  
3 500 Damonte Ranch Parkway, Suite 675  
4 Reno, Nevada 89521  
5 Telephone: 775/322-3223  
6 Facsimile: 775/322-3649  
7 Attorneys for Plaintiff-Wife

8 **IN THE FAMILY DIVISION**  
9 **OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
10 **IN AND FOR THE COUNTY OF WASHOE**

11 GINA R. DAPRA,

12 Plaintiff-Wife,

Case No.

13 vs.

Dept.

14 SCOTT A. ELKINS

15 Defendant-Husband.

16 **WIFE'S COMPLAINT FOR DIVORCE**  
17 **(WITHOUT CHILDREN)**

18 **I. FIRST CLAIM FOR RELIEF – DISSOLUTION OF MARRIAGE**

19 A. Gina R. Dapra ("Wife") and Scott A. Elkins ("Husband") were married on  
20 October 5, 2013 at Olympic Valley, California. The parties have no children the subject of  
21 this divorce action.

22 B. **Grounds for Divorce.** Husband and Wife have conflicts which are  
23 irreconcilable and which have destroyed the legitimate objects of their marriage.

24 C. Wife brings this suit to dissolve her marriage to Scott A. Elkins and for the  
25 Court to issue *Findings of Fact, Conclusions of Law, Orders, Judgments, and a Decree*  
26 *of Divorce*, returning Husband and Wife to the status of single persons.  
27

1           **D.**     There are no previous or pending cases in any court involving the subject  
2 matter of this case.

3           **E.     Jurisdiction of the Court.** Wife is a resident of the State of Nevada. For  
4 a period of more than six weeks before commencement of this action, Wife has resided in  
5 the State of Nevada, and now resides and is domiciled here. During all of the period of  
6 residency, Wife has had, and still has, the intent to make the State of Nevada her home,  
7 residence, and domicile for an indefinite period of time. For the same period of time,  
8 Husband has also been a resident of the State of Nevada.  
9

10           **II.     SECOND CLAIM FOR RELIEF – DIVISION OF PROPERTY.**

11  
12           **A.     COMMUNITY PROPERTY AND DEBTS.** Community property and  
13 debts exist and should be awarded pursuant to law.

14           **B.     SEPARATE PROPERTY AND DEBTS.** Separate property and debts  
15 exist and should be awarded pursuant to law.  
16

17                 1.     Wife has separate property interests in the retirement and  
18 investment accounts in her name.

19           **C.     PARTNERSHIP PROPERTY, CONSTRUCTIVE TRUST, AND**  
20 **DEBTS.** Property held in partnership between the parties, with reliance thereon, and in  
21 constructive trust, and property held as and as if community property exists, and such  
22 property should be awarded pursuant to law. This includes property held by the Public  
23 Employees' Retirement System of Nevada.  
24

25           **III.    THIRD CLAIM FOR RELIEF – LITIGATION FEES AND COSTS**

26           **A.**     Wife has retained Silverman Kattelman Springgate, Chtd., to perform legal  
27

1 services in this divorce and she has incurred fees and costs. Wife shall retain other  
2 lawyers and experts as required to prosecute and defend her claims in this litigation.  
3 Awards of litigation fees and costs should be made to Wife pursuant to Nevada law.

4 **WHEREFORE**, Wife requests judgment, decree, and orders as follows:

5 1. That this marriage be dissolved and a decree of divorce granted, returning  
6 Husband and Wife to the status of single persons.

7 2. That the Court adopt any settlement of the parties as reached between them  
8 on the issues concerning the dissolution of their marriage, or otherwise expediently  
9 resolve by trial those matters which cannot be settled between the parties.

10 3. That interim property orders be awarded from the date of the filing of this  
11 Complaint for Divorce.

12 4. That community property, separate property, and debts be awarded and  
13 distributed pursuant to the parties' agreements and/or Nevada law.

14 5. That litigation fees and costs be awarded pursuant to Nevada law.

15 6. For such other and further relief as this Court deems just and proper.

16 Under NRS 239B.030 the undersigned affirms the preceding contains no social  
17 security number.

18 DATED: This 29 day of September, 2020.

19 SILVERMAN KATTELMAN SPRINGGATE, CHTD.


20  
21  
22  
23  
24  
25  
26  
27  
28  
Michael V. Kattelman  
Attorneys for Plaintiff, Gina Dapra

1  
2  
3 VERIFICATION

4 STATE OF NEVADA )  
5 : ss  
6 COUNTY OF WASHOE )

7 COMES NOW, Gina R. Dapra, being first duly sworn under penalty of perjury and  
8 deposes and says:

- 9 1. I am the Plaintiff herein.  
10 2. I make this verification of my own personal knowledge, information and  
11 belief.  
12 3. I have read the foregoing Complaint for Divorce and know the contents  
13 thereof, and the same is true of my own knowledge, except those matters therein stated  
14 upon information and belief, and as to those matters I believe them to be true.  
15 4. I do hereby swear under penalty of perjury that the assertions set forth in  
16 this Verification are true.

17   
18 Gina R. Dapra

19 Subscribed and sworn to before me  
20 this 29<sup>th</sup> day of September, 2020,  
21 by Gina R. Dapra.

22  
23   
24 Notary Public





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DV20-01349  
2021-03-17 12:34:01 PM  
Jacqueline Bryant  
Clerk of the Court

Michael V. Kattelman (NVB #074957)  
Silverman Kattelman Springgate, Chtd.  
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Telephone: 775/322-3223  
Facsimile: 775/322-3649  
Attorneys for Plaintiff-Wife

**IN THE FAMILY DIVISION  
OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE**

GINA R. DAPRA ,

Plaintiff-Wife,

Case No. DV20-01349

vs.

Dept. 16

SCOTT A. ELKINS  
Defendant-Husband.

**ORDER AFTER CASE MANAGEMENT CONFERENCE**

GINA R. DAPRA, Plaintiff/Wife, by and through counsel, Michael V, Kattelman, Esq., of Silverman Kattelman Springgate, Chtd., and SCOTT A. ELKINS, Defendant/Husband, by and through counsel, Andriea A. Aden, Esq., of the Law Offices of Andriea A. Aden, Esq., appeared remotely before this Court on January 7, 2021, for the Case Management Conference.

The Court having (i) read each party's Case Management Conference Statement; (ii) reviewed each party's initial Financial Declaration Form; and (iii) heard each party's and counsel's statements, declarations, and arguments in open court, issued the following Case Management Orders from the bench, which are memorialized in the written order of the Court immediately below:

1           **1. Interim Spousal Support**

2           The party's respective Financial Disclosures Forms demonstrate that each party  
3 meets their individual needs and expenses with the income each is receiving on a monthly  
4 basis.

5           This case does not strike the Court as a case that is appropriate for an interim  
6 award of support. This is a short marriage. Dr. Dapra received her education and  
7 training, and started her career as an emergency room physician, prior to the parties'  
8 marriage. Arguably Mr. Elkins could be earning more monthly income for himself if he  
9 wished to do so. Mr. Elkins appears able-bodied and capable of working. At 52 years old,  
10 Mr. Elkins is receiving his full PERS retirement with Dr. Dapra's contribution to buy  
11 service credits for his early retirement from the police force. The Court does not believe  
12 the law or the facts weight in favor of interim spousal support. Accordingly, neither party  
13 shall pay the other temporary spousal support. See the Court's analysis at pages 20-23,  
14 lines 25-4, *Transcript of Proceedings, Case Management Conference*, January 7, 2021.

15           Each party shall clearly account to the other as to the use of their income and assets  
16 during the pendency of this action, as required by NRCP 16.2.

17           Upon the parties' agreement and practices, Dr. Dapra shall reimburse Mr. Elkins  
18 each month the sum of \$617.37 for payment of the premiums for Dr. Dapra's health  
19 insurance through Mr. Elkin's plan.

20           **2. Preliminary Litigation Fees and Costs**

21           Wife shall coordinate payment to Husband the sum of \$5,000 in preliminary  
22 litigation fees and costs from the Greater Nevada Credit Union account x6302 no later  
23 than Thursday, January 14, 2021. The parties may use the accounts each has in their

1 respective control for further litigation funds, which shall be accounted for, and further  
2 payment of funds may be addressed at the parties' settlement conference, if necessary.

3 **3. Personal Property**

4 By the stipulation and order of December 15, 2020, during the pendency of  
5 these divorce proceedings:

6 A. Husband is granted exclusive use and possession of the residence  
7 located at 2470 Sorrento Lane, Sparks, Nevada 89434; and

8 B. Wife is granted exclusive use and possession of the residence located  
9 at 4265 Basque Lane, Reno, Nevada 89519.

10  
11 **4. Date and Time for Gina Dapra to Conduct Her Walk Through of**  
12 **the Sorrento Lane Residence; Dates and Times for Removal of**  
13 **Property by Each Party.**

14 Within thirty days the parties will work together through counsel to establish dates  
15 for:

16 a. Wife's walk-through and inventory of the personal property held at 2470  
17 Sorrento Lane, Sparks, Nevada 89434 (Husband has completed his walk-through of the  
18 Basque Lane property). The purpose of these walk-throughs is for preparation of personal  
19 property lists that need to be completed in order to exchange and clearly identify property  
20 requested that is in the other person's possession.

21  
22 b. Husband's removal of the personal property the parties agree he may take  
23 from the Basque Lane residence, and Wife's removal of the personal property the parties  
24 agree she may take from the Sorrento Lane residence.

25  
26 Removal of the agreed upon vehicles.

27 As set forth in the Court's Order of December 15, 2020, any property items in  
28 dispute shall remain in the respective homes to be resolved by later agreement between

1 the parties or with the assistance of the Court, as necessary. When automobiles/vehicles  
2 are moved, the odometer readings may be confirmed by each party and pictures taken of  
3 the vehicles for any necessary valuation purposes.

4 **5. Discovery.**

5 Knowledge of all assets and liabilities, whether community or separate property in  
6 nature, shall be disclosed by each party as required by NRCP 16.2 and this order.  
7

8 Discovery shall close 45 days before trial.

9 Dispositive motions shall be filed no later than 60 days before trial.

10 Trial exhibits shall be exchanged 14 days before trial.

11 Trial statements shall be filed 7 days before trial.

12 Expert disclosures shall be made within 14 days after the Settlement Conference.

13 Full expert reports shall be due within 60 days after the Settlement Conference.

14 Expert rebuttal reports shall be due 21 days after the first expert report is due and  
15 delivered.  
16

17 The parties may agree to modify the Discovery schedule by written agreement  
18 between counsel.  
19

20 **6. Settlement Conference.**

21 The parties shall appear for their Settlement Conference with the Court on April 5,  
22 2021, beginning at the hour of 9:00 a.m.

23 **7. Early Case Conference.**

24 The parties' lawyers conducted an Early Case Conference by telephone on  
25 December 29, 2020, by which they established the discovery track above, as well as  
26 discussed their disputes as to interim orders, which have been resolved hereby.  
27 Accordingly, to avoid duplicitous work by the lawyers, the Court accepts the stipulations  
28

1 of the parties as memorialized herein, in place of a written Early Case Conference report.

2 **IT IS SO ORDERED.**

3 This 17th day of March, 2021.



4  
5 District Judge

6  
7  
8 Case No. DV20-01349

FILED  
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2021-08-26 02:09:55 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 8616551

IN THE FAMILY DIVISION  
OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

GINA R. DAPRA,

Plaintiff,

vs.

SCOTT A. ELKINS,

Defendant.

Case No. DV20-01349

Dept. No. 16

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECREE OF DIVORCE**

This matter having come before the Court on April 5, 2021 and April 30, 2021, for a Settlement Conference, Plaintiff, GINA R. DAPRA (hereinafter "Dr. Dapra" or "Wife"), appearing with her counsel, Michael Kattelman, Esq. via electronic means, and Defendant, SCOTT A. ELKINS (hereinafter "Mr. Elkins" or "Husband"), appearing with his counsel, Andriea A. Aden, Esq. via electronic means. The parties have come to certain agreements regarding the dissolution of their marriage, the division of community property, the Court having reviewed the pleadings and papers on file herein, the requirements of Chapter 125 NRS having been satisfied, and the Court being fully advised in the premises, the Court hereby enters the following Decree of Divorce:

///

**FINDINGS OF FACT**

1  
2 1. That for more than six (6) weeks immediately preceding the commencement of  
3 this action, Plaintiff, GINA R. DAPRA, has been and now is a bona fide resident of the State of  
4 Nevada, having been physically present therein during all of said time, and having had and now  
5 having the intention to make the aforesaid State her domicile.  
6

7 2. That the parties were lawfully joined in marriage in Olympic Valley, CA on or  
8 about October 5, 2013, and ever since that time have been, and still now are, Husband and Wife.

9 3. That there no minor children born the issue of this marriage and Wife is currently  
10 not pregnant.  
11

12 4. That the parties have become and continue to be, incompatible in marriage and no  
13 reconciliation is possible, and the parties are entitled to a Decree of Divorce.  
14

**CONCLUSIONS OF LAW**

15 1. The Court finds it has jurisdiction over the subject matter of this action and  
16 personal jurisdiction over the parties.  
17

18 2. The Court finds the agreement set forth below is equitable and approves it as  
19 consistent with Nevada law.

20 3. The Court finds that the parties are incompatible in marriage and, no  
21 reconciliation is possible, and the parties are entitled to a Decree of Divorce.

22 NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED that as the  
23 parties are incompatible in marriage, they are hereby granted an absolute and final Decree of  
24 Divorce; that the bonds of matrimony existing between the parties be dissolved; and that the  
25 parties are restored to the status of single, unmarried persons, nunc pro tunc to April 30, 2021.  
26

27 All issues of spousal support and community property and debts have been resolved  
28

1 pursuant to the agreement of the parties as set forth herein.

2 **I. DIVISION OF ASSETS AND DEBT**

3 Attached hereto as Exhibit 1 is a Marital Balance Sheet outlining the parties agreed upon  
4 division of the community and separate assets and debts, and is described in detail herein.

5 **1. Bank Accounts**

6 Each party shall retain all bank accounts held in their respective name as outlined in  
7 Exhibit 1, save and except Husband shall receive \$50,000 (without gains or losses, or interest)  
8 from the Greater Nevada Credit Union account ending (6302). This money shall be transferred  
9 immediately upon the Notice of Entry of Decree.  
10

11 Husband shall also retain the following joint bank accounts and may remove Wife from  
12 the same or close the accounts: US Bank checking (5101), US Bank savings (6449), and US  
13 Bank savings (4101). Wife shall cooperate if needed to remove her name from these accounts or  
14 close these accounts.  
15

16 **2. Investment Accounts**

17 *Charles Schwab Acct. x0897*: This is a community property account. This account shall  
18 be equally divided upon the date of severance, which shall occur immediately upon the Notice of  
19 Entry of Decree. Neither party shall withdraw any additional funds from this account until  
20 severance. No fees shall be paid out of this account except for fees related to this account.  
21

22 *Charles Schwab Acct. x7204*: Wife shall retain this account as her sole and separate  
23 property.  
24

25 *Charles Schwab Acct. x0377*: This is a community property account. This account shall  
26 be equally divided as outlined on the marital balance sheet with Husband to receive no less than  
27 \$6,827 from this account, which shall occur immediately upon the Notice of Entry of Decree.  
28



1           **3.     *Business Interests:***

2           Wife shall retain any and all interest she has in Northern Nevada Emergency Physicians  
3 as her sole and separate property.

4           **4.     *Real Property:***

5           *4265 Basque Lane, Reno, Nevada:* It is agreed this property is to be sold and listed for  
6 sale as soon as possible. The parties shall mutually agree upon a realtor. If the parties are unable  
7 to agree upon a realtor, the matter shall be submitted to Judge Banales upon both parties filing a  
8 brief to the court no later than Friday, May 7, 2021.

9           The parties agree to follow the recommendations of the realtor with respect to list price,  
10 etc., subject to the parties agreeing otherwise. The parties shall in good faith listen to the  
11 recommendation of the realtor as to repairs or improvements to be made to the property for sale  
12 purposes. If the parties cannot agree on a repair or improvement to be made to the real property  
13 for sale purposes, the Second Judicial District Court reserves jurisdiction to resolve the repair or  
14 improvement issue(s) between the parties, which can be managed by a short conference with the  
15 Court which can be set by counsel by way of a telephone call to the Court. The parties shall  
16 equally pay the costs of all agreed upon, or Court ordered, repair or improvements to the real  
17 property for its sale, and all costs of sale of the property. The parties shall cooperate to sign any  
18 and all paperwork necessary to list the property for sale and during the escrow process to finalize  
19 the sale.

20           Wife shall remain in the residence and shall continue to have exclusive possession of the  
21 residence until it is sold or she chooses to vacate. Wife shall be responsible to pay for all normal  
22 living expenses related to the residence until it is sold, which is distinct from the repairs and  
23  
24  
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1 improvements as set forth above. Mr. Elkins will return the garage door opener to the back  
2 detached garage.

3 The Second Judicial District Court shall retain jurisdiction over all matters regarding the  
4 sale, management, and payments with respect to the residence until it is sold.

5 Upon sale, the parties shall equally split the net proceeds, subject to the equalization  
6 payment outlined herein.

7  
8 *2470 Sorrento Lane, Sparks, Nevada:* Husband shall retain this property as his sole and  
9 separate property and any liabilities and encumbrances associated therewith and he shall  
10 indemnify Wife from the same.

11 **5. Vehicles**

12  
13 *2012 Wildwood 5<sup>th</sup> Wheel:* It is agreed that this will be sold and the proceeds equally  
14 split. This vehicle is currently in Wife's possession. Mr. Elkins shall list the RV for sale. Both  
15 parties shall cooperate to assist to sell the vehicle as soon as possible, including accommodating  
16 any showings of the RV. Should Husband request to present at the showing, upon notice to Wife,  
17 Husband may access the vehicle on the Basque property for purposes of sale, with both he and  
18 the potential buyers entering and exiting the Basque property by way of the back gate. The  
19 parties shall also mutually agree on the sales price.

20  
21 The Second Judicial District Court shall retain Jurisdiction over all matters regarding the  
22 sale of the recreational vehicle until it is sold.

23  
24 *2011 Chevy Camaro:* Husband shall retain this vehicle as his sole and separate property,  
25 with all debts and liabilities thereon.

26  
27 *2012 Chevy Duramax HD 2500:* Husband shall retain this vehicle as his sole and separate  
28 property, with all debts and liabilities thereon.

1           2014 Range Rover, VIN SALWR2WF7EA393934: Wife shall retain this vehicle as her  
2 sole and separate property, with all debts and liabilities thereon.

3           2004 Jeep Wrangler (salvaged title): Husband shall retain this vehicle as his sole and  
4 separate property, with all debts and liabilities thereon.

5           1967 Ford Mustang: Husband shall retain this vehicle as his sole and separate property,  
6 with all debts and liabilities thereon.

7           1967 Chevy Camaro (the yellow Camaro), VIN 124377L122050: Wife shall retain this  
8 vehicle as her sole and separate property, with all debts and liabilities thereon.

9           1943 MJ Military Jeep: Wife shall retain this vehicle as her sole and separate property,  
10 with all debts and liabilities thereon.

11           1970 Chevy Camaro (the birthday Camaro): Husband shall retain this vehicle as his sole  
12 and separate property, with all debts and liabilities thereon.

13           1967 Mercury Cougar: Husband shall retain this vehicle as his sole and separate  
14 property, with all debts and liabilities thereon.

15           1982 Jeep Scrambler: Husband shall retain this vehicle as his sole and separate property,  
16 with all debts and liabilities thereon.

17           1969 Ford Mustang: Husband shall retain this vehicle as his sole and separate property,  
18 with all debts and liabilities thereon.

19           1993 Honda CVR 600 F2 Motorcycle: Husband shall retain this vehicle as his sole and  
20 separate property, with all debts and liabilities thereon.

21           1966 Ford Thunderbird: Husband shall retain this vehicle as his sole and separate  
22 property, with all debts and liabilities thereon.

23  
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1           *1967 Chevy Camaro (white)*: Husband shall retain this vehicle as his sole and separate  
2 property., with all debts and liabilities thereon

3           *1968 Chevy Camaro*: Husband shall retain this vehicle as his sole and separate property,  
4 with all debts and liabilities thereon.

5           *1994 GMC Pick-Up K2500*: Husband shall retain this vehicle as his sole and separate  
6 property, with all debts and liabilities thereon.

7           *1968 Mercury Cougar*: Husband shall retain this vehicle as his sole and separate  
8 property, with all debts and liabilities thereon.

9           *Volkswagen Sandrail*: Husband shall retain this vehicle as his sole and separate property,  
10 with all debts and liabilities thereon.

11           *2019 Subaru Impreza*: This vehicle is in the possession of Mr. Elkins' daughter and he  
12 does not have title to this vehicle, nonetheless it was identified and agreed that Husband shall  
13 retain this vehicle as his sole and separate property, to the extent he has any interest, with all  
14 debts and liabilities thereon.

15           In regards to all vehicles, should the party not receiving the vehicle have any items, such  
16 as keys, or documents related to this vehicle in their possession, they shall return those items or  
17 documents to the party receiving the vehicle, if and when such item is found.

18  
19  
20  
21           **6.     Personal Property**

22           The parties have not fully resolved their personal property disputes. The parties are  
23 obligated to cooperate to divide any remaining personal property with the Court retaining  
24 jurisdiction over the same.

25  
26    //

27    //

28

1           7.       *Life Insurance and Disability Policies*

2           Wife shall retain all life insurance and disability policies as her sole and separate  
3 property.

4           8.       *Retirement Account*

5           *Nevada Public Employees' Retirement System Benefits:* Husband shall retain his PERS  
6 as his sole and separate property, except that Wife retains any and all death beneficiary benefits  
7 to which she is entitled.

8           *Charles Schwab Roth IRA Acct. x1953:* Wife shall retain this account as her sole and  
9 separate property.

10           *Fidelity 401(k) Acct. x3857:* Wife shall retain this account as her sole and separate  
11 property.

12           *Charles Schwab IRA Acct. x1609:* Wife shall retain this account as her sole and separate  
13 property.

14           9.       *Debts*

15           Each party shall retain all debt held in their respective name as outlined in Exhibit 1. The  
16 parties have no jointly held debt, other than the 2020 taxes, addressed herein, and the mortgage  
17 related to Basque lane, which will be satisfied upon the sale of the residence.

18           10.      *Income Taxes*

19           The parties shall file jointly for tax year 2020, and the parties have now signed and filed  
20 their 2020 tax return. As a result of the equalization payment from Wife to Husband being  
21 finalized at \$1170,000 (without interest) as detailed below, Wife shall be responsible to pay any  
22 and all tax debt owed for 2020 on income and assets disclosed at the time of the divorce.  
23  
24  
25  
26  
27  
28

1 The parties shall file separate taxes thereafter. For the calendar year 2021, the parties  
2 shall file separate federal income tax returns, without respect to the laws of community property  
3 and this decree shall be treated as a decree of separate maintenance from January 1, 2021, for tax  
4 filing purposes. Each party shall report his or her separate income on his or her own income tax  
5 return and shall be entitled to the income taxes withheld, estimated payments and any other tax-  
6 related payments made by him or her attributable to his or her income, and the deductions,  
7 exemptions, credits attributable to his or her income/property. For the calendar year 2021 and  
8 thereafter, both parties are entitled to all tax deductions and credits associated with the payments  
9 they have individually made towards real property and to all business deductions associated with  
10 their respective business.  
11

12 Except as otherwise specified in this Agreement, each party shall pay any capital gains  
13 taxes, income taxes or other taxes, interest, penalties, costs, assessments, fees or charges of any  
14 sort, kind or nature resulting from his/her transfer, sale, liquidation or other disposition of any  
15 asset, property, interest or right he/she receives, owns or controls under this Agreement, or which  
16 he/she utilizes or borrows to pay any obligation he/she owes under this Agreement, or which is  
17 incurred in connection with or pertains to any property, asset, business or other interest he/she  
18 receives under this Agreement.  
19  
20

21 Any tax obligations owed from the sale of Basque lane shall be equally split between the  
22 parties based upon the parties each receiving one-half of the net proceeds. Husband is not subject  
23 to a greater tax obligation as a result of the equalization payment paid from Wife's half of the net  
24 proceeds.  
25

26 The division of community property set forth herein is intended to be a non-taxable  
27 transfer between spouses pursuant to section 1041 of the Internal Revenue Code.  
28

1 Neither counsel for Wife nor Husband provided any tax advice regarding any and all past  
2 or future tax obligations owed.

3 **11. Equalization Payment**

4 Based upon the agreement outlined herein, it is agreed that Husband shall receive an  
5 equalization payment in the sum of \$170,000 to be paid out of Wife's one-half of the net  
6 proceeds from the home, to be paid to Husband at close of escrow of Basque Lane.  
7

8 Husband waives any and all claims to any legal interest on the amount owed, and the  
9 \$170,000 amount owed is not subject to any increase or decrease in any way.

10 **12. Attorney's Fees**

11 Each party shall be responsible to pay any and all outstanding attorney's fees owed from  
12 the date of the settlement conference. Attorney's fees up to the date of the Settlement Conference  
13 were equalized as shown on line 16 of Exhibit 1.  
14

15 **13. Execution of Documents**

16 The parties shall execute any and all documents necessary to transfer the asset and debts  
17 as outlined here.  
18

19 **14. Unadjudicated Assets**

20 Both parties affirmed this is all assets and debts they are aware of, both community and  
21 separate. Husband further confirmed under oath he is not in possession of nor does he own any  
22 cryptocurrency.  
23

24 If any community property of the parties is later discovered/found to exist and was not  
25 listed herein and such property comes to the attention of either party after the execution of this  
26 Decree, the discovering party shall notify the other party forthwith as to the existence of  
27 additional assets and forthwith invoke the jurisdiction of the Court for the property's division  
28

1 pursuant to NRS 125.150. The parties acknowledge that if it is proven that a party intentionally  
2 omitted or intentionally failed to disclose a material asset in this divorce process, such asset can  
3 be awarded by the Court entirely to the other party. The Court shall reserve jurisdiction over  
4 assets not listed in this Decree for the limited purpose of enforcing this provision.  
5

6 **II. ALIMONY**

7 Neither party shall receive alimony and the Court hereby terminates jurisdiction over the  
8 same.

9 **III. RESOLUTION OF ALL CLAIMS**

10 This Decree constitutes resolution of all claims that were raised or could have been  
11 raised by either party by way of the Complaint for Divorce or Counter-Claim for Divorce,  
12 except for the division or award of unknown or undisclosed assets or property as set forth above.  
13

14 **IV. WIFE'S NAME**

15 Wife never changed her surname and shall continue to be known as GINA DAPRA.

16 **V.** The Court canvassed the parties and each has acknowledged their understanding and  
17 agreement to all of the terms of their settlement agreement, and that each has done so voluntarily  
18 and without duress from any outside source or party or from the other party.  
19

20 **VI. NUNC PRO TUNC**

21 The parties' Decree of Divorce is effective, Nunc Pro Tunc, to April 30, 2021.

22 **IT IS SO ORDERED.**

23  
24 DATED August 25, 2021.

25   
26 SR DISTRICT JUDGE

27 DV20-01349  
28



LAW OFFICES OF ANDREA A. ADEN, ESQ., CHTD.  
19 WINTER ST. RENO, NEVADA 89503  
(775) 622-9245 FAX (775) 622-9275  
LICENSED IN NEVADA

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**EXHIBIT INDEX**

**Dapra vs. Elkins**

**Case No. DV20-01349**

<b>Exhibit Number</b>	<b>Description</b>	<b>Number of Pages</b>
1	Marital Balance Sheet	5

**EXHIBIT “1”**

**EXHIBIT “1”**

# MARITAL BALANCE SHEET

Dapra/Elkins

DOM: 10/5/2013

		VALUED BY	VALUE DATE	PROPERTY VALUE	COMMUNITY		SEPARATE	
					HUSBAND	WIFE	HUSBAND	WIFE

## ASSETS:

### CASH AND CASH EQUIVALENTS

1	Husband's GNCU Accounts-x6842 (on combined statement)		3/31/2021		\$7,128	\$7,128		
2	Husband's GNCU Accounts - x8401 (on combined statement)		3/31/2021		498	498		
3	Husband's GNCU Accounts-x1497 (on combined statement)		3/31/2021		30,962		30,962	
4	Great Nevada Credit Union x6301 (on combined statement) Gina R Dapra		3/31/2021		1,010	1,010		
5	GNCU x 1637 Checking (on combined statement) Gina R Dapra		3/31/2021		\$2,415	\$2,415		
6	Great Nevada Credit Union x1645 (on combined statement) Gina R Dapra		3/31/2021		597	597		
7	Great Nevada Credit Union x6302 (on combined statement) Gina R Dapra		3/31/2021		135,023	50,000	85,023	
8	Reno City Employees Fed. CU x795 Scott Elkins Teri Taylor		3/31/2021		10	10		
9	First Independent Bank - Savings x8778 Gina R Dapra Gina R Dapra Trust DTD 4/10/2008		3/31/2021		8,730	8,730		
10	U.S. Bank x5101 - Checking Joint Scott A Elkins Gina R Dapra		4/8/2021		1,455	1,455		
11	U.S. Bank x6449 - Savings Scott A Elkins Gina R Dapra		4/8/2021		525	525		
12	U.S. Bank x4101 Scott A Elkins Gina R Dapra		4/15/2021		1,485	1,485		
13	Husband's Unaccounted for income							
14	Unaccounted for income - W since July 2020							
15	Missing funds from GNCU - 6302							
16	Equalizing Attorney's fees					\$29,500	\$57,525	
Subtotal					189,839	90,602	155,300	30,962
								0

### INVESTMENTS

HUSBAND

WIFE

PA0023

# MARITAL BALANCE SHEET

Dapra/Elkins

DOM: 10/5/2013

		VALUED BY	VALUE DATE	PROPERTY VALUE	COMMUNITY		SEPARATE	
					HUSBAND	WIFE	HUSBAND	WIFE
17	Charles Schwab TOD x0897 Gina R Dapra Designated Bene Plan/TOD		3/31/2021	366,735	183,368	183,368		
18	Charles Schwab x7204 Gina R Dapra TTEE Gina R Dapra Trust U/A DTD 4/10/2008		3/31/2021	178,086				178,086
19	Charles Schwab x0377 - Joint Gina R Dapra & Scott Elkins JT Ten		3/31/2021	13,654	6,827	6,827		
Subtotal				558,475	190,195	190,195	0	178,086

## OTHER INTERESTS

20	Northern Nevada Emergency Physicians					X		
	Employment entities					X		
Subtotal				0	0	0	0	0

## REIMBURSEMENT

20(a)	Tax - Sale of North Cactus Hills			0	0			
Subtotal				0	0	0	0	0

# MARITAL BALANCE SHEET

Dapra/Ellkins

DOM: 10/5/2013

		VALUED BY	VALUE DATE	PROPERTY VALUE	COMMUNITY		SEPARATE	
					HUSBAND	WIFE	HUSBAND	WIFE

## REAL PROPERTY, INCLUDING LEASES, WATER RIGHTS, ETC.

21	4265 Basque Lane, Reno, Nevada 89519 (FMV)	Appraisal	3/12/2021	1,775,000	887,500	887,500		
22	2470 Sorrento Lane, Sparks, Nevada (FMV)	Appraisal	3/12/2021	545,000	100,000		445,000	
	Subtotal			2,320,000	987,500	887,500	445,000	0

## AUTOS & ALL OTHER VEHICLES

23	2012 Wildwood 5th Wheel x1768	Estimates		16,170	8,085	8,085		
24	2011 Chevrolet Camaro SS vin 62051	Estimates		14,425	7,828		6,597	
25	2012 Chevrolet Duramax VIN 8642	Estimates		26,300	26,300			
26	2014 Land Rover Range Rover Sport I VIN3934		1/14/2021	31,608		31,608		
27	2004 Jeep Wrangler TJ Sport	Estimates		13,000	13,000			
28	1967 Mustang (Cobra Engine)	Estimates		47,000	47,000			
29	1967 Chevrolet Camaro VIN 2050	Estimates		29,000				29,000
30	1943 Military Jeep vin 9614	Estimates		1,000		1,000		
31	1970 Chevrolet Camaro	Estimate		25,200			25,200	
32	1967 Mercury Cougar			TBD				
33	1982 Jeep Scrambler			TBD				
34	1969 Ford Mustang			TBD				
35	1993 Honda CVR 600 F2 Motorcycle			TBD				
36	1966 Ford Thunderbird			TBD				
37	1967 Chevy Camaro (white)			TBD				
38	1966 Chevy Camaro			TBD				
39	1994 GMC Pick-Up K2500			TBD				
40	1968 Mercury Cougar			TBD				
41	Volkswagon Sandrail			TBD				
42	2019 Subaru Impreza	Amount paid for purchase		23,751	23,751			
	Subtotal			227,454	125,964	40,693	31,797	29,000

## PERSONAL PROPERTY, INCLUDING INTELLECTUAL PROPERTY, TRADEMARKS, PATENTS, ETC.

43	H's personal property			TBD				
44	W's personal property			TBD				
	Subtotal			0	0	0	0	0

## CASH VALUE OF LIFE INSURANCE

45	Metropolitan Life Insurance Co. x7093 Disability policy						X	
----	---	--	--	--	--	--	---	--

**MARITAL BALANCE SHEET**

Dapra/Elkins  
DOM: 10/5/2013

		VALUED BY	VALUE DATE	PROPERTY VALUE	COMMUNITY		SEPARATE	
					HUSBAND	WIFE	HUSBAND	WIFE
46	Tansamerica Premier Life Insurance Co. x0872 (formerly WRL Life Insurance Co. x0872)							X
47	The Standard Disability Policy							X
<b>Subtotal</b>				0	0	0	0	0

**RETIREMENT ACCOUNTS**

48	Public Employee Retirement System Account (PERS) (Husband)	Potential Community Credit		180,000	180,000			
49	Charles Schwab - Roth IRA x1953 Gina R Dapra		3/31/2021	90,157		68,105		22,053
50	Fidelity 401(k) (Wife) Gina Rae Dapra		3/31/2021	1,438,278		577,080		861,198
51	Charles Schwab - x1609 IRA Non-Deduct Contributory		1/31/2021	0		0		
<b>Subtotal</b>				1,708,435	180,000	645,185	0	883,251
				<b>TOTAL ASSETS</b>	5,004,204	1,574,260	1,918,873	507,759
								1,090,337

**LIABILITIES:**

**LONG TERM DEBT**

52	Specialized Loan Servicing (fka Shellpoint Mortgage x4696) 4265 Basque Lane, Reno, Nevada 89519 (Debt)		4/7/2021	944,009	472,005	472,005		
53	PNC Bank Mortgage on 2470 Sorrento Lane, Sparks, Nevada (FMV)		3/18/2021	268,585			268,585	
<b>Subtotal</b>				1,212,594	472,005	472,005	268,585	0

**ALL OTHER LIABILITIES: CREDIT CARDS, FEES, STORE ACCOUNTS, PERSONAL LOANS, CAR LOANS, ETC.**

54	Bank of America Visa x9305		4/6/2021	2,387	X			
55	Greater NV CU Master Card x6993 Scott Elkins		3/18/2021	0	X			
56	American Express x1009		4/9/2021	95	X			
57	American Express Gold Card x21004 Gina Dapra		3/29/2021	0		0		
58	USAA Visa x1424 Gina Dapra		4/15/2021	0		0		

**MARITAL BALANCE SHEET**

Dapra/Elkins

DOM: 10/5/2013

		VALUED BY	VALUE DATE	PROPERTY VALUE	COMMUNITY		SEPARATE	
					HUSBAND	WIFE	HUSBAND	WIFE
59	American Airlines American Advantage Citi x1248 Gina Dapra		1/15/2021	0		0		
	Citi Visa Gina Dapra Duplicate of line 55			0		0		
60	Current year tax liability			TBD		X		
61	Outstanding attorneys fees Husband				X			
62	Outstanding attorneys fees Wife					X		
Subtotal				2,482	0	0	0	0
<b>TOTAL LIABILITIES</b>				1,215,076	472,005	472,005	268,585	0
<b>NET EQUITY</b>				3,789,127	1,102,256	1,446,868	239,174	1,090,337
<b>EQUALIZING NOTE</b>					170,000	-170,000		
<b>EQUALIZED EQUITY</b>					1,272,256	1,276,868		





1 Michael V. Kattelman (NSB#6703)  
2 Benjamin E. Albers (NSB#11895)  
3 Silverman Kattelman Springgate, Chtd.  
4 500 Damonte Ranch Parkway, Suite 675  
5 Reno, Nevada 89521  
6 Telephone: 775/322-3223  
7 Facsimile: 775/322-3649  
8 Attorneys for Plaintiff

9  
10 **IN THE FAMILY DIVISION**  
11 **OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
12 **IN AND FOR THE COUNTY OF WASHOE**

13 GINA R. DAPRA,

14 Plaintiff,

Case No. DV20-01349

15 vs.

Dept. 16

16 SCOTT A. ELKINS,

17 Defendant.

18  
19 **NOTICE OF SUBPOENA DUCES TECUM**

20 TO: DEFENDANT, SCOTT A. ELKINS, and his counsel, ANDRIEA A. ADEN,  
21 Esq.:

22 YOU WILL PLEASE TAKE NOTICE that pursuant to NRCP 45(c)(2)(A), Plaintiff,  
23 GINA R. DAPRA, through counsel, have issued and will serve the following subpoena  
24 duces tecum upon **GREATER NEVADA CREDIT UNION** a copy of which is attached  
25 hereto as Exhibit '1'. The inventory, location, and division of the entirety of the personal  
26 property remains for resolution, as set forth in the *Findings of Fact, Conclusions of Law,*  
27 *and Decree of Divorce*. As the inventory and division of all of the community personal  
28 property remains unresolved, and as Defendant wrote substantial checks and made  
significant cash withdrawals which are untraceable to the assets already divided between  
the parties, a review of these checks and cash withdrawals is necessary. This *Subpoena*  
*Duces Tecum* is necessary to account for community property that remains undivided  
between the parties.

**AFFIRMATION**

The undersigned does hereby affirm that the foregoing document does not contain the social security number of any person.

DATED this 8 day of December 2021,

SILVERMAN KATTELMAN SPRINGGATE, CHTD.

BENJAMIN E. ALBERS, ESQ.

MICHAEL V. KATTELMAN

Attorney for GINA DAPRA

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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5 (b), I hereby certify that I am an employee of Silverman Kattelman Springgate, Chtd., and on the date set forth below, I caused to be served a true copy of the foregoing **NOTICE OF SUBPOENA DUCES TECUM** to the party(ies) identified below:

\_\_\_\_ Placing an original or true copy thereof in a sealed envelope, postage prepaid for collection and mailing in the United States Mail at Reno, Nevada addressed to:

\_\_\_\_ Hand Delivery

\_\_\_\_ Facsimile to the following numbers:

\_\_\_\_ Federal Express or other overnight delivery

\_\_\_\_ Reno Carson Messenger Service

\_\_\_\_ Certified Mail, Return receipt requested

  X   Electronically, VIA E-FLEX:

Andriea Aden, Esq.  
243 Stewart Street  
Reno, NV 89501  
andriea@adenlaw.net

Dated this 8<sup>th</sup> day of December, 2021.

  
GABRIELA DORADO

FILED  
Electronically  
DV20-01349  
2021-12-08 03:43:56 PM  
Alicia L. Lerud  
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Transaction # 8787739 : msalazarperez

EXHIBIT '1'

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EXHIBIT '1'

1 Michael V. Kattelman (NSB#6703)  
2 Benjamin E. Albers (NSB#11895)  
3 Silverman Kattelman Springgate, Chtd.  
4 500 Damonte Ranch Parkway, Suite 675  
5 Reno, Nevada 89521  
6 Telephone: 775/322-3223  
7 Facsimile: 775/322-3649  
8 Attorneys for Plaintiff-Wife

9 **IN THE FAMILY DIVISION**  
10 **OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
11 **IN AND FOR THE COUNTY OF WASHOE**

12 GINA R. DAPRA ,

13 Plaintiff-Wife,

Case No. DV20-01349

14 vs.

Dept. 16

15 SCOTT A. ELKINS,

16 Defendant-Husband.

17 **SUBPOENA DUCES TECUM TO CUSTODIAN OF RECORDS FOR**  
18 **GREATER NEVADA CREDIT UNION**  
19 **(No Appearance Required)**

20 To: **Custodian of Records**  
21 **Greater Nevada Credit Union**  
22 **7800 Rancharra Parkway**  
23 **Reno, Nevada 89511**

24 You are commanded to produce and permit inspection and copying of certain  
25 records in your possession as described in Exhibit "1" attached hereto. These records are  
26 to be produced to Silverman Kattelman Springgate, Chtd., 500 Damonte Ranch Pkwy Ste.  
27 675, Reno, Nevada 89219, on or before **January 11, 2022.**

28 Pursuant to NRCP 45(c)(2)(A), you need not appear in person at the place of  
production or inspection. You may forward the records directly to Silverman Kattelman  
Springgate, Chtd., 500 Damonte Ranch Parkway, Suite 675, Reno, Nevada 89521.

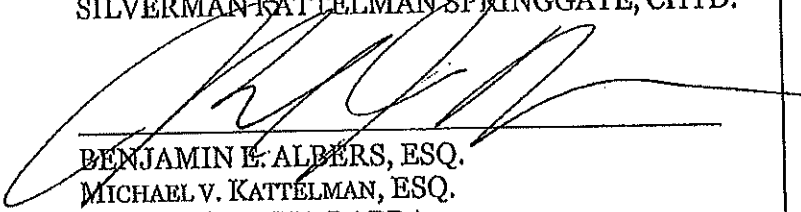
1 Failure to produce records in accordance with this Subpoena may be deemed to be  
2 a contempt of court and may create liability to the party injured in the sum of \$100, and  
3 for such other damages as may be sustained by him/her on account of such neglect or  
4 refusal.

5 **AFFIRMATION**

6 The undersigned does hereby affirm that the foregoing document does not contain  
7 the social security number of any person.  
8

9 DATED this 9 day of December 2021,

10 SILVERMAN KATTELMAN SPRINGGATE, CHTD.

11   
12  
13 BENJAMIN E. ALBERS, ESQ.  
14 MICHAEL V. KATTELMAN, ESQ.  
15 Attorney for GINA DAPRA  
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NEVADA RULES OF CIVIL PROCEDURE

**Rule 45 (c) Protection of Persons Subject to Subpoena.**

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

1 (B) If a subpoena

2 (i) requires disclosure of a trade secret or other confidential research,  
3 development, or commercial information, or

4 (ii) requires disclosure of an unretained expert's opinion or information not  
5 describing specific events or occurrences in dispute and resulting from the  
6 expert's study made not at the request of any party,

7 the court may, to protect a person subject to or affected by the subpoena, quash or  
8 modify the subpoena or, if the party in whose behalf the subpoena is issued shows a  
9 substantial need for the testimony or material that cannot be otherwise met without  
10 undue hardship and assures that the person to whom the subpoena is addressed will be  
11 reasonably compensated, the court may order appearance or production only upon  
12 specified conditions.

13 **(d) Duties in Responding to Subpoena.**

14 (1) A person responding to a subpoena to produce documents shall produce them as  
15 they are kept in the usual course of business or shall organize and label them to  
16 correspond with the categories in the demand.

17 (2) When information subject to a subpoena is withheld on a claim that it is privileged  
18 or subject to protection as trial preparation materials, the claim shall be made expressly  
19 and shall be supported by a description of the nature of the documents,  
20 communications, or things not produced that is sufficient to enable the demanding  
21 party to contest the claim.

22 **(e) Contempt; Costs.** Failure by any person without adequate excuse to obey a  
23 subpoena served upon that person may be deemed a contempt of the court that issued the  
24 subpoena. In connection with a motion for a protective order brought under Rule 26(c),  
25 a motion to compel brought under Rule 45(c)(2)(B), or a motion to quash or modify the  
26 subpoena brought under Rule 45(c)(3), the court may consider the provisions of Rule  
27 37(a)(5) in awarding the prevailing person reasonable expenses incurred in making or  
28 opposing the motion.



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**EXHIBIT "1"**

This subpoena pertains to any and all information regarding SCOTT A. ELKINS.  
We are seeking documents from January 1, 2014 to current.

1. Please provide copies of all checks, and check images (front and back), from  
January 1, 2014 to present for all accounts held by SCOTT A. ELKINS, date of birth, July  
8, 1968.

LAW OFFICES OF ANDRIEA A. ADEN, Esq., CHTD.  
19 WINTER ST. RENO, NEVADA 89503  
(775) 622-9245 FAX (775) 622-9275  
LICENSED IN NEVADA

FILED  
Electronically  
DV20-01349  
2021-12-14 11:34:42 AM  
Allcia L. Lerud  
Clerk of the Court  
Transaction # 8796040 : msalazarperez

1 Law Offices of Andriea A. Aden, Esq., Chtd.  
2 Andriea A. Aden, Esq. (Bar No. 11035)  
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9 Attorney for Scott Elkins

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IN THE FAMILY DIVISION  
OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

GINA R. DAPRA,

Plaintiff,

vs.

SCOTT A. ELKINS,

Defendant.

Case No. DV20-01349

Dept. No. 16

**OBJECTION TO SUBPOENA AND MOTION FOR PROTECTIVE ORDER**

COMES NOW, Defendant, SCOTT A. ELKINS, by and through his attorney Andriea A. Aden, Esq., and files his Objection to Subpoena and Motion for Protective Order filed on December 8, 2021 seeking records from Mr. Elkins Greater Nevada Credit Union account. This objection based upon NRCPC 45(4)(B)(i)-(iii), the papers and pleadings on file, the memorandum of points and authorities, and anything else this Court may choose to consider.

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

Throughout this entire case, Plaintiff GINA DAPRA (hereinafter "Dr. Dapra") has engaged in practices that are clearly intended to harass Defendant, SCOTT ELKINS, (hereinafter "Mr. Elkins"), this notice of subpoena is no exception. Dr. Dapra has filed a subpoena *after* the divorce decree has been finalized and signed by this Court alleging it is related to unresolved

1 issues relating to personal property. However, Dr. Dapra fails to identify how subpoenaing Mr.  
2 Elkins' bank account information and documents related thereto, *after* the divorce, has any  
3 relevance to personal property. Dr. Dapra was in possession of all information related to Mr.  
4 Elkins' Greater Nevada Credit Union at the time the divorce settlement was reached and any  
5 checks Mr. Elkins has written after April 30, 2021, the date of settlement, has zero relevance to  
6 any issues of personal property. As shown herein, at no time did Dr. Dapra ever request any  
7 additional information to resolve the issue related to personal property, and to do so after the  
8 Decree has been signed and a settlement has been reached is completely improper and justifies  
9 sanctions and an award attorney's fees.  
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## 11 II. FACTUAL BACKGROUND

12 The parties entered into a settlement agreement on April 30, 2021 that was placed on the  
13 record and agreed to by both parties. See Transcript attached hereto as Exhibit 1. The decree was  
14 finally entered on August 26, 2021<sup>1</sup>. In the Decree, it states as follows in regards to personal  
15 property:  
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17 The parties have not fully resolved their personal property disputes. The parties are  
18 obligated to cooperate to divide any remaining personal property with the Court retaining  
19 jurisdiction over the same.

20 *Findings of Fact, Conclusions of Law, and Decree of Divorce*, pg. 7, lines 22-25.

21 Nowhere in the Decree did either party reserve any rights of discovery in regards to personal  
22 property or any other issue.

23 The background and what occurred in regards to personal property is important for this  
24 Court to understand to fully grasp how unreasonable and frankly ridiculous Dr. Dapra's position  
25 is on the personal property issue.  
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1 The issue of personal property was highly contested throughout the proceedings and  
2 much time and funds were spent on the issue of personal property. Specifically, the parties had  
3 two residences, the Basque Lane residence and the Sorrento residence. Each residence had  
4 property that belonged to the other party. Early on in the proceedings, each party did a  
5 walkthrough of the other party's residence for purposes of identifying any personal property that  
6 may be in dispute. Mr. Elkins walked through the Basque Lane residence in January 2021.  
7 Following this walkthrough the undersigned sent an email regarding the personal property  
8 requested by Mr. Elkins. See Exhibit 2 attached hereto. On March 7, 2021 Mr. Kattelman  
9 responded to Mr. Elkins' list of items via email. See Exhibit 3 attached hereto.

10 Dr. Dapra did a walkthrough of the Sorrento property February 27, 2021. On March 17,  
11 2021 Mr. Kattelman sent a list of items requested from Dr. Dapra. See Exhibit 4 attached hereto.  
12 The undersigned responded with Mr. Elkins' response on March 18, 2021. See Exhibit 5  
13 attached hereto. Thus, as of March 18, 2021, the personal property items in dispute were well  
14 known. At no time in response to any of these exchanges, did Dr. Dapra ever request  
15 additional discovery regarding the personal property in dispute. Thereafter, the parties also  
16 each removed many items of personal property from the respective residences.

17 The parties then participated in two settlement conferences in April, ultimately resulting  
18 in a settlement being reached on April 30, 2021. At each hearing and in each statement, both  
19 parties addressed issues regarding personal property. Mr. Elkins specifically outlined the  
20 personal property issues in his settlement conference statement filed on March 30, 2021. See  
21 *Defendant's Settlement Conference Statement* on file herein.

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28 <sup>1</sup> It has been and still is Mr. Elkins' position, and the record will show, that the delay in entering the

1 Specifically, in regards to personal property, Mr. Elkins stated as follows:

2           5.       *Personal Property*

3           *The parties have each exchanged lists and Mr. Elkins has removed all agreed upon*  
4 *personal property items from the Basque Lane property. The parties have agreed to a date for*  
5 *Ms. Dapra to remove the agreed upon personal property items from the Sorrento residence.*  
6  
7 *However, there are still items that remain in dispute, which are as follows:*

8           *Items Mr. Elkins is requesting for Basque Lane that are in dispute:*

9           (1) *Refrigerator*

10          (2) *Hutch contents, more specifically a set of crystal candle holders and some small glass*  
11 *bowls that were believed to be wedding gifts.*

12          (3) *Brown couch and love seat - Were moved from Sorrento house and Mr. Elkins would*  
13 *like some furniture returned to his home to avoid having to purchase new furniture.*  
14 *Ms. Dapra is in a much better financial position to purchase new furniture.*

15          (4) *Washing Machine and Dryer -- Were moved from Sorrento house. Mr. Elkins has*  
16 *purchased a new washer and dryer at Ms. Dapra's request so he would stop doing*  
17 *laundry at the Basque property.*

18          (5) *Gas operated sump pump.*

19          (6) *Riding mower/tractor -- Mr. Elkins rebuilt this mower. Ms. Dapra does not even know*  
20 *how to use it.*

21           *Items Ms. Dapra is requesting from Sorrento:*

22           (1) *Filing Cabinet: Mr. Elkins does not agree for Ms. Dapra to remove this item. This*  
23 *cabinet was left behind when the parties moved to Basque Lane and was purchased to*

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28 Decree was due to gamesmanship engaged in by Dr. Dapra.

1 replace Mr. Ellins' filing cabinet that broke. During the walkthrough, Ms. Dapra  
2 indicated she did not want it. This has always been in the Sorrento residence.

3 (2) The Silverware: This is all the flatware Mr. Elkins has Ms. Dapra has more than  
4 sufficient silverware at her home.

5 (3) The Necklace that was a gift to Mr. Elkins' daughter: Ms. Dapra is well aware this  
6 was a gift to his daughter and his daughter is in possession of it. Mr. Elkins does not  
7 own the necklace to even agree to return it. That would be between Ms. Dapra and  
8 Mr. Elkins' daughter. If she wants to reach out to her directly to demand her gift  
9 back, that would be unfortunate, but has nothing to do with Mr. Elkins.

10 (4) Packing Boxes from a previous move: This request needs to be more specific. Many  
11 of the boxes used to move were broken down and thrown away. Mr. Elkins has no  
12 issue with providing boxes, he is just not sure what she is specifically requesting. The  
13 boxes were not labeled based upon what move they were used for.

14 (5) Gun Safe Contents: Ms. Dapra has requested to review the contents of the gun safe;  
15 however she is well aware she has no items in the safe. This is purely to harass Mr.  
16 Elkins. Nonetheless, Mr. Elkins is in agreement but has concerns as there are loaded  
17 weapons in the safe. His request that was communicated to Ms. Dapra, through  
18 counsel, was that it needs to be clearly understood that Ms. Dapra is not to reach into  
19 the safe and touch any items. Mr. Elkins will move whatever items are needed so she  
20 can view the entire contents of the safe. He also does not want any third party being  
21 able to see the contents of the safe. The third person can stand in the door and  
22 observe Ms. Dapra without seeing the contents of the safe. Again, nothing of hers is  
23 in the safe and she knows that.  
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1           What transpired at the property pick-up also needs to be disclosed to this Court as Ms.  
2   Dapra's behavior is troubling. During Mr. Ellkins' retrieval of his personal property from the  
3   Basque lane property, Ms. Dapra kept interfering with his packing and moving by aggressively  
4   approaching him with heavy foot plants at a rapid pace, she even clenched fists a couple of  
5   times, only to yell at him about various things, including often using profanities. He asked her 3  
6   or 4 times to stop approaching him like that and to stop walking from other rooms to the room he  
7   was in just to yell and argue. Mr. Ellkins also noticed that many items were moved and hidden,  
8   specifically all of the parties' wedding gifts. When he inquired, he was told that that those  
9   wedding gifts belong to her. There were also incidents where when he would walk into a room he  
10   was told that there was nothing of his in there, yet magically he did have personal property in  
11   that location. A couple examples include a kitchen drawer where he found his speed loader with  
12   bullets. The same thing occurred in the bathroom where he was specifically looking for his pulse  
13   oxygen meter, was told it was not in there, yet he opened a drawer and there it was. Ms. Dapra  
14   then brought up the issue of the parties' 2020 taxes and told Mr. Ellkins she would be filing on  
15   her own, even though it would cost her an additional \$10,000. This is an issue that will need to  
16   be addressed by the Court at the Settlement Conference. There is no agreement between the  
17   parties on how to file the taxes. Ms. Dapra also made complaints that Mr. Ellkins was requesting  
18   documents on her business, on at least four separate occasions.

19           The same behavior occurred at her walkthrough of the Sorrento property. She was overly  
20   antagonistic and at one point demanded to ruffle through Mr. Ellkins' adult daughter's bedroom,  
21   specifically looking for a necklace at issue. The necklace was a gift from Ms. Dapra to Mr.  
22   Ellkins' daughter when they got married. Not only was she looking for it, she even included this  
23   gift to a third party on her requested property list. Interestingly, at this walkthrough Ms. Dapra  
24   25   26   27   28

1 had a third party present. Mr. Elkins did not know who this individual was, but they had a  
2 notepad and were taking notes at all times, so this behavior should be documented, depending on  
3 the neutrality and alliances of this individual perhaps. It is assumed Ms. Dapra paid this person  
4 to be present. The person was however absent when Mr. Elkins was moving his property out of  
5 the Basque lane home.  
6

7 The point is it is more than apparent that Ms. Dapra is acting out of emotion. She is  
8 engaging in petty and vindictive behavior that is only unnecessarily increasing fees – fees she is  
9 refusing to provide to Mr. Elkins.

10 In sum, Mr. Elkins is not requesting to put a dollar value on the personal property,  
11 despite Ms. Dapra retaining significantly more of the personal property and it having significant  
12 value. As to the items in dispute, and he is willing to discuss a fair resolution to that issue.  
13

14 Dr. Dapra filed her Settlement Conference statement on April 1, 2021. She also outlined,  
15 generally, the issue of personal property, and stated “Gina will not recite herein the personal  
16 property disputes, as those should be worked out with a simplified process once the major issues  
17 in the case are resolved.” *Plaintiff's Settlement Conference Statement* 16:4-5 (April 1, 2021).  
18 Nowhere in this statement did she allege she needed additional documentation to resolve the  
19 issue of personal property. Moreover, at no time during the two lengthy settlement conferences  
20 did Dr. Dapra ever raise the issue of additional discovery needed to resolve the issue of personal  
21 property. Notably missing, however, from any minutes, transcript, or writing is a request for any  
22 checks made from the Greater Nevada Credit Union account.  
23

24 The evidence will further show that that Dr. Dapra had all of the documents she is  
25 seeking through this baseless subpoena at the time of settlement. Dr. Dapra already had the  
26 statements from Greater Nevada Credit Union in her possession at the time of settlement. Mr.  
27  
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1 Elkins' disclosed all his bank statements from Greater Nevada Credit Union through March 31,  
2 2021. See NRCP 16.2 Disclosure and discovery index attached hereto as Exhibit 6. Exhibit 6 is  
3 the most recent of the discovery productions provided to Dr. Dapra, which was dated April 16,  
4 2021. Thus, Dr. Dapra already has all the relevant bank account statements when the matter was  
5 settled on April 30, 2021.  
6

7 Not only had Mr. Elkins produced all of his bank statements, Dr. Dapra previously filed a  
8 Notice of Subpoena regarding the account at Greater Nevada Credit Union — the exact same  
9 account related to this present subpoena. This Notice was filed on April 9, 2021 right after the  
10 first settlement conference, and before the divorce was finalized. No objection was filed, as Dr.  
11 Dapra still had discovery and subpoena rights at that juncture. On April 21, Dr. Dapra filed the  
12 subpoena to Greater Nevada Credit Union. It is of further note that the subpoena was the 7<sup>th</sup>  
13 subpoena Dr. Dapra served upon a banking institution. Thus showing that Dr. Dapra knew full  
14 well how to propound a subpoena if she desired, and in fact did propound multiple subpoenas. It  
15 is of note that Dr. Dapra did not disclose any documents that may been produced in response to  
16 the subpoena, arguing depriving Mr. Elkins of being provided the documents she had in her  
17 possession via this subpoena.  
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20 Furthermore, it is frankly unclear and unknown what exactly Dr. Dapra is after in regards  
21 to this subpoena or how it relates to the issue of personal property. Mr. Elkins is at a loss as to  
22 why this is even occurring or what information Dr. Dapra is seeking. Such information has never  
23 been requested. In fact, the first correspondence regarding personal property that was received  
24 from Dr. Dapra after the divorce settlement was not until November 8, 2021. See Exhibit 7  
25 attached hereto. The undersigned responded on November 12, 2021. See Exhibit 8 attached  
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1 hereto. The next correspondence received from opposing counsel was the present subpoena that  
2 is the subject of this objection.

3 Of note, to put the nature of the items into dispute into perspective for this court, the  
4 items include a broken crockpot, 4 pieces of silverware from a cheap silverware set, a comforter,  
5 and Dr. Dapra demanding Mr. Elkins remove garbage from her residence where he has not  
6 resided since April of 2020. Mr. Elkins truly is at a loss on why such minor issues are being  
7 addressed in such a litigious way.  
8

9 Mr. Elkins has moved on with his life. The divorce is done. Dr. Dapra has no right to  
10 subpoena Mr. Elkins' private bank information after the parties have settled their divorce. Such  
11 information also has no relevance the personal property items in dispute at the time of divorce.  
12 This is not the proper way to seek a resolution to the issue of personal property. There is no order  
13 from this Court granting post-decree discovery on the issue and there is no pending motion  
14 requesting that this court intervene to resolve the issue of personal property. Dr. Dapra is  
15 spending more money on fees and forcing Mr. Elkins to spend more money on fees than the  
16 value of the personal property in dispute. Most importantly, the issue of personal property was  
17 reserved as to who is to receive what – NOT a reservation of a future equalization of the  
18 community based upon the value of the personal property.  
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### 21 **III. ARGUMENT**

#### 22 **A. The Subpoena is Improper as Dr. Dapra Does Not Have Post-Decree Discovery** 23 **Rights**

24 Nevada Rules of Civil Procedure 45(4)(B)(i)-(iii) permits an objection to a notice of a  
25 subpoena. Requiring the objection party to "specifically state the party's objections to each  
26 command to produce documents, electronically stored information, or tangible things, or permit  
27 the inspection of premises and demonstrate a basis for asserting that the command will require  
28

1 disclosure of privileged, confidential, or other protected matter and establish that no exception or  
2 waiver applies and that the objecting party is entitled to assert the claim of privilege or other  
3 protection against disclosure." NRCP 45 also requires a motion for protective order, which is  
4 incorporated herein.

5 NRCP 16.21, governs post judgment discovery in family law actions. In the present case  
6 the parties reached a final resolution and placed the resolution on record on April 30, 2021.  
7 Unfortunately, Dr. Dapra through counsel engaged in actions that led to the final order not being  
8 signed until August 26, 2021. Dr. Dapra's counsel filed voluminous motions and objections, and  
9 refused to respond to many correspondences from the senior judge assigned requesting to set a  
10 hearing to finalize the Decree. Regardless, a final Decree was entered on August 26, 2021. Thus,  
11 the issue of discovery is governed by NRCP 16.21 as it is a postjudgment discovery, and  
12 nowhere in the Decree did Dr. Dapra reserve any rights of discovery.  
13

14 NRCP 16.21 states:

15  
16 *(a) Except as provided by this rule, parties must not conduct postjudgment discovery in a*  
17 *family law action.*

18 *(b) Parties may conduct postjudgment discovery in family law actions when:*

19 *(1) The court orders an evidentiary hearing in a postjudgment custody matter; or*

20 *(2) On motion or on its own, the court, for good cause, orders postjudgment discovery.*

21  
22 Dr. Dapra does not have any discovery power pursuant to NRCP 16.21. This is clearly a post  
23 judgment request for documents, as a decree was entered. This case was a purely asset and debt  
24 divorce. It is not a custody proceeding. There were never minor children involved. Therefore,  
25 exception (b)(1) does not apply. Dr. Dapra through counsel has not requested post judgment  
26 discovery pursuant to subsection (b)(2) nor has the Court granted this authority. Thus every  
27  
28

1 request in the Subpoena is inappropriate as Dr. Dapra does not have any authority to engage in  
2 any discovery.

3 **B. Even If Dr. Dapra Had Subpoena Power She Is Requesting Documents That Are**  
4 **Entirely Irrelevant And Should Be Protected By This Court From Disclosure**

5 As stated above, Dr. Dapra does not have discovery rights. However, even if she did have  
6 discovery rights, the items requested are not relevant and should be protected by this Court from  
7 disclosure.

8 Dr. Dapra propounded a subpoena upon Greater Nevada Credit Union on April 21, 2021.  
9 Approximately nine (9) days later, the parties reached a global settlement, which severed the  
10 community. Additionally, Mr. Elkins provided Dr. Dapra, through mandatory 16.2 disclosures,  
11 all bank statements from October 1, 2019 through March 31, 2021.

12 Dr. Dapra makes outlandish claims in the subpoena regarding withdrawals and  
13 untraceable assets. Nowhere in any of the prior correspondences or settlement conferences was  
14 this ever raised as an issue. The parties have exchanged extensive lists of personal property items  
15 desired. The bank statements that would be relevant to the community were not only disclosed  
16 through discovery, but were also the issue of a previous/subpoena.

17 What is more appalling, and quite frankly entirely inappropriate, is Dr. Dapra's request  
18 for bank records through the present. The community was severed in April. A final decree  
19 entered in August. What Mr. Elkins does with his money, checks he writes, and cash he  
20 withdraws after the divorce is finalized, is quite frankly, none of Dr. Dapra's business. Mr.  
21 Elkins is permitted to do as he pleases with the funds in his possession. Dr. Dapra does not get to  
22 go on a phishing expedition and invade Mr. Elkins' privacy. Thus, Mr. Elkins objects to the  
23 subpoena in its entirety.

1 IV. ATTORNEY'S FEES AND SANCTIONS

2 NRS §18.010 permits the Court to issue an award of attorney fees, when the court finds  
3 that a party claim was brought or maintained without reasonable ground or to harass the  
4 prevailing party. Mr. Elkins is confident that he will prevail in his objection as Dr. Dapra does  
5 not have any discovery power and the subpoena is highly inappropriate.  
6

7 Additionally, Mr. Elkins believes that Dr. Dapra has engaged, and continues to engage, in  
8 acts that are meant solely to harass and drain Mr. Elkins' funds. Between the demands being  
9 made of returning items that have long been gone, baselessly refusing to communicate with a  
10 senior judge, and now filing a baseless subpoena, Dr. Dapra is clearly engaging in frivolous  
11 litigation. Dr. Dapra is a doctor with access to significant funds. She also knows Mr. Elkins is a  
12 retired RPD officer living off of his pension alone. This phishing expedition, is nothing more  
13 than an attempt to waste Mr. Elkins' funds by requiring counsel to continue to respond and  
14 object.  
15

16 The undersigned felt so strongly about the level of harassment, that a Rule 11 letter has  
17 been sent to Dr. Dapra's counsel. See Exhibit 9 attached hereto. If the subpoena is not withdrawn  
18 then Mr. Elkins is requesting that this Court also sanction Dr. Dapra for her actions including but  
19 not limited to awarding Mr. Elkins his attorney's fees.  
20

21 For these reasons, Mr. Elkins should be entitled to an award of attorney fees. Mr. Elkins  
22 is prepared to provide a *Brunzell* affidavit to support his request for fees.  
23

24 CONCLUSION

25 Dr. Dapra is harassing Mr. Elkins. She has requested documents through a subpoena,  
26 when she does not have subpoena power. She is further requesting documents that are not even  
27 relevant to the community. Ultimately, this Court should grant a protection order from this  
28

LAW OFFICES OF ANDRIEA A. ADEN, ESQ., CHTD.  
19 WINTER ST. RENO, NEVADA 89503  
(775) 622-9245 FAX (775) 622-9275  
LICENSED IN NEVADA

1 subpoena in compliance with NRCP 45(4) and award Mr. Elkins his fees for having to file this  
2 objection and motion.

3       **Affirmation pursuant to NRS 239B.030.** The undersigned affirms that the preceding  
4 document does not contain the social security number of any person.

5  
6       DATED this 14<sup>th</sup> day of December, 2021.

7                               Law Offices of Andriea A. Aden, Esq., Chtd.  
8                               19 Winter Street  
9                               Reno, NV 89503  
                              (775) 622-9245

10                              /s/Andriea A. Aden, Esq.  
11                              Andriea A. Aden, Esq.  
12                              Attorney for Scott Elkins  
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Law Offices of Andrea A. Aden, Esq., Chtd., over the age of 18, and that on the date set forth below, I served a true copy of:

• **OBJECTION TO SUBPOENA AND MOTION FOR PROTECTIVE ORDER**

on the parties below by Electronic Service via ECF System:

Michael V. Kattelman, Esq.  
Silverman, Kattelman, Springgate, Chtd.  
500 Damonte Ranch Parkway, Suite 675  
Reno, NV 89521

DATED this 14<sup>th</sup> day of December, 2021.

/s/ Ashley Neighbors  
Ashley Neighbors

**EXHIBIT INDEX**

**DAPRA vs. ELKINS**

**Case No. DV20-01349**

Exhibit Number	Description	Number of Pages
1	Transcript of Proceedings – Settlement Conference	8
2	Email Correspondence from Ms. Aden to Mr. Kattelman dated January 26, 2021	3
3	Email Correspondence from Mr. Kattelman to Ms. Aden dated March 7, 2021	3
4	Letter from Mr. Kattelman dated March 15, 2021	2
5	Letter from Ms. Aden dated March 18, 2021	2
6	Defendant's Fourth Supplemental Production of Documents and Witness List dated April 16, 2021	9
7	Letter from Mr. Kattelman dated November 7, 2021	3
8	Letter from Ms. Aden dated November 12, 2021	11
9	Letter from Ms. Aden dated December 9, 2021	2



IN THE FAMILY DIVISION  
OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

GINA R. DAPRA,

Plaintiff,

vs.

SCOTT A. ELKINS,

Defendant.

Case No. DV20-01349

Dept. No. 16

Mark the CORRECT ANSWER with an X.	YES	NO
1. Has a final decree or custody order been entered in this case? If <u>yes</u> , then continue to Question 2. If <u>no</u> , you do not need to answer any other questions.	X	
2. Is this a motion or an opposition to a motion filed to change a final order? If <u>yes</u> , then continue to Question 3. If <u>no</u> , you do not need to answer any other questions.		X
3. Is this a motion or an opposition to a motion for filed only to change the amount of child support?		
4. Is this a motion or an opposition to a motion for reconsideration or a new trial <u>and</u> the motion was filed within 10 days of the Judge's Order?		
IF the answer to Question 4 is YES, write in the <u>filing date</u> found on the front page of the Judge's Order.		

I affirm that the answers provided on this Notice are true.

Date: December 14, 2021

Signature: /s/Andrea A. Aden, Esq.  
Andrea A. Aden, Esq.  
19 Winter Street  
Reno, Nevada 89503

FILED  
Electronically  
DV20-01349  
2021-12-14 11:34:42 AM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 8796040 : msalazarperez

**EXHIBIT “1”**

**EXHIBIT “1”**

1 4185

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IN THE FAMILY DIVISION

6

OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7

IN AND FOR THE COUNTY OF WASHOE

8

THE HONORABLE DEBORAH SCHUMACHER, DISTRICT JUDGE

9

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10 GINA R. DAPRA,

)

Case No. DV20-01349

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Plaintiff,

)

Dept. No. 16

12

vs.

)

13

SCOTT A. ELKINS,

)

14

Defendant.

)

)

)

)

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TRANSCRIPT OF PROCEEDINGS

17

SETTLEMENT CONFERENCE

Friday, April 30, 2021

18

APPEARANCES:

19

For the Plaintiff:

LAW OFFICE OF ANDRIEA A. ADEN, ESQ.

ANDRIEA A. ADEN, ESQ.

19 Winter Street

20

Reno, Nevada 89504

21

For the Defendant:

SILVERMAN, KATTELMAN, SPRINGGATE, CHTD

MICHAEL V. KATTELMAN, ESQ.

22

500 Damonte Ranch Parkway, Suite 675

23

Reno, Nevada 89521

24

Reported by:

EVELYN J. STUBBS, CCR #356

TRANSCRIPT OF PROCEEDINGS SETTLEMENT CONFERENCE - 04/30/2021

<p style="text-align: right;">Page 2</p> <p>1 RENO, NEVADA; FRIDAY, APRIL 30, 2021; 1:06 P.M.</p> <p>2 --000--</p> <p>3</p> <p>4 THE COURT: This is DV20-01349, Dapra versus Elkins.</p> <p>5 Dr. Dapra is represented by Mike Kattelman, Mr. Elkin is by</p> <p>6 Andriela Aden today.</p> <p>7 This is the second of two half-day settlement</p> <p>8 conferences in this case. The parties believe they have reached</p> <p>9 a full and final agreement. Because we are going into the time</p> <p>10 when one of the lawyers has to do something else very soon, we're</p> <p>11 hoping that this won't be a little rougher than some others of</p> <p>12 settlements we state on the record, but we need to get through</p> <p>13 it.</p> <p>14 I think Ms. Aden indicated that she was going to state</p> <p>15 the language or -- now, let me tell the parties, before she</p> <p>16 starts, I'm going to have both of you put under oath. If after</p> <p>17 the settlement is stated, after you're sure you understand, that</p> <p>18 you ask any questions, your lawyers are agreeing, and you agree</p> <p>19 that it's what you believe you are agreeing to today, then you're</p> <p>20 going to be asked today under oath that it is, in fact, your</p> <p>21 agreement, at which point, when we close this proceeding, it</p> <p>22 binds you. There's no buyer's remorse or any of that.</p> <p>23 So Dr. Dapra and Mr. Elkins, if you'll each raise your</p> <p>24 right hand the court reporter will administer an oath.</p>	<p style="text-align: right;">Page 3</p> <p>1 MR. KATTELMAN: Your Honor, may I just interrupt for</p> <p>2 one moment, because I just first got this balance sheet. My</p> <p>3 understanding was that we were taking off of the equalized equity</p> <p>4 \$3,000 to pay the taxes. And on this balance sheet, it's reduced</p> <p>5 to 170, which is 2300. I just want to get that cleared up before</p> <p>6 we begin.</p> <p>7 THE COURT: I think they had rounded the number to 170.</p> <p>8 I thought that was \$3,000. So that may have been my error, but</p> <p>9 they did indeed say 170.</p> <p>10 MR. ELKIN: We just used a wrong number.</p> <p>11 THE COURT: We just used a wrong number.</p> <p>12 MS. ADEN: I just was making it clean.</p> <p>13 THE COURT: So is your client willing to make it</p> <p>14 \$3,000, which is probably -- well --</p> <p>15 MS. ADEN: We are talking about a balance sheet with a</p> <p>16 lot of numbers that are not agreed upon. I was making a nice</p> <p>17 clean \$170,000 figure that will make escrow a lot easier.</p> <p>18 I don't know what the difference would be, because I'd</p> <p>19 have to pull up an old balance sheet and go over the whole</p> <p>20 balance sheet.</p> <p>21 THE COURT: So, Mr. Kattelman, given what I heard</p> <p>22 earlier, this is not unfair. I suggest you accept it.</p> <p>23 If you'll recall what your client indicated, I believe</p> <p>24 this is fair.</p>
<p style="text-align: right;">Page 4</p> <p>1 MR. KATTELMAN: Yes, Your Honor.</p> <p>2 THE COURT: Thank you for that clarification.</p> <p>3 And, Ms. Aden, begin when you're ready.</p> <p>4 MS. ADEN: Thank you, Your Honor. So we have a marital</p> <p>5 balance sheet that I would ask be admitted as Exhibit 1. I'm</p> <p>6 going to go through this.</p> <p>7 THE COURT: Any objection, Mr. Kattelman?</p> <p>8 MR. KATTELMAN: No, Your Honor.</p> <p>9 THE COURT: That will be done.</p> <p>10 (Exhibit 1 was admitted into evidence.)</p> <p>11 MS. ADEN: Oh, do you want to swear in the parties</p> <p>12 first? I think we got distracted.</p> <p>13 THE COURT: Did we stop before you'd done that?</p> <p>14 Will you please raise your right hands and the court</p> <p>15 reporter will administer an oath.</p> <p>16 Thank you.</p> <p>17 (Parties sworn.)</p> <p>18 THE COURT: Thank you both. You may relax.</p> <p>19 Please go ahead, counsel.</p> <p>20 Thank you for that correction.</p> <p>21 MS. ADEN: Okay. So, Exhibit 1, I think that's where</p> <p>22 we stopped.</p> <p>23 THE COURT: We did, yes. I indicated that Exhibit 1</p> <p>24 will be admitted. Please go ahead.</p>	<p style="text-align: right;">Page 5</p> <p>1 MS. ADEN: As outlined on Exhibit 1 the parties shall</p> <p>2 retain all bank accounts as outlined on Exhibit 1. And I'll</p> <p>3 practice with this exhibit, these values on here, the values</p> <p>4 aren't necessarily agreed upon, but it's to show who is to</p> <p>5 receive what asset and debt and what the bottom-line equalization</p> <p>6 payment is that was agreed upon by the parties.</p> <p>7 So, Mr. Elkins will retain all bank accounts held in</p> <p>8 his name, which is lines 1, 2, and 3. Ms. Dapra will retain all</p> <p>9 bank accounts held in her name, which is lines 4 through 7.</p> <p>10 Mr. Elkins will additionally retain line 8, which is</p> <p>11 Reno City Employees Federal Credit Union account. Ms. Dapra will</p> <p>12 retain line 9.</p> <p>13 Mr. Elkins will retain the joint accounts, lines 10</p> <p>14 through 12. So he'll be able to either close those accounts or</p> <p>15 remove Ms. Dapra's names from those accounts. And he'll retain</p> <p>16 those funds.</p> <p>17 I think it's fair to say no additional funds shall be</p> <p>18 deposited in or removed from those accounts after today's date.</p> <p>19 Line 16 was an agreed upon equalization of attorney's</p> <p>20 fees representing what each party has contributed from the</p> <p>21 community. That's what that line represents. It's not</p> <p>22 necessarily the distribution of an asset.</p> <p>23 Line 17, the Charles Schwab account ending 0897, will</p> <p>24 be equally divided. Ms. Dapra will retain line 18 as her</p>

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<p style="text-align: right;">Page 6</p> <p>1 separate property. And line 19, Charles Schwab 0377, will also 2 be equally divided between the parties. 3 There's value dates as of March 31st on here. These 4 are joint accounts. I don't believe any additional funds have 5 been put in since March 31st. So I think it would be fair that 6 the accounts would be divided as of date of severance. 7 We didn't discuss a time frame for when that is to 8 occur. I'm not going to put one on, so I just ask Mr. Kattelman 9 maybe to think about that insofar as what time your client would 10 want to divide these. 11 MR. KATTELMAN: As soon as possible, once the decree is 12 issued. 13 MS. ADEN: Perfect. Okay. 14 And I think it's fair to say it would be divided as of 15 date of severance; neither party will add any money to the 16 account, nor shall any funds be taken from the account, other 17 than pure market forces. 18 MR. KATTELMAN: Correct. 19 MS. ADEN: I think that it's important to note, because 20 the concern is that on line 19 we have a value of 13,654, where 21 there's significant fees for all of the accounts that come out of 22 that account. So that would need to stop. 23 MR. KATTELMAN: There are always fees taken out of 24 that -- so the current balance to date?</p>	<p style="text-align: right;">Page 7</p> <p>1 MS. ADEN: And we agreed upon the splitting at 13,654 2 waiving the fees issued. So this is an issue. 3 MR. KATTELMAN: No, it gets rolled back up. We will 4 agree that we'll be funded to the point of the dividing of the 5 6,827 each. 6 MS. ADEN: Okay. That's fair, you'll get 6,827? 7 MR. KATTELMAN: Yes. 8 MS. ADEN: Appreciate that. 9 In regards to Basque Lane, the parties agree that that 10 house should be listed for sale. The parties need to mutually 11 agree upon a realtor. They were unable to do so today. The 12 parties, I think, should continue to work at that. If they're 13 unable to, I would ask that we submit this issue to Judge 14 Schumacher to decide. 15 MR. KATTELMAN: We would prefer, because Judge Banales 16 is going to be handling enforcement issues going forward, that 17 Judge Banales choose the realtor, if we can't agree. 18 MS. ADEN: We would like Judge Schumacher. She's been 19 involved two days now in this settlement and understands this 20 case. 21 THE COURT: So I can adjudicate issues only with both 22 parties consenting. If Mr. Kattelman is not consenting, it goes 23 back to Judge Banales. 24 MS. ADEN: You won't agree for Judge Schumacher?</p>
<p style="text-align: right;">Page 8</p> <p>1 MR. KATTELMAN: No. We want -- because Judge Banales 2 is going to be handling the enforcement, we want her to choose 3 the realtor, if we can't agree. 4 MS. ADEN: Okay. Moving on. 5 Sorrento Lane will be retained in Mr. Elkin's 6 possession and the debt associated therewith. 7 The vehicles will be divided as outlined on Exhibit 1. 8 Mr. Elkins will retain lines 24, 25, 27, 28, and 31 through 41. 9 42 is already in his possession, but it's on the 10 balance sheet. 11 Ms. Depra will retain line 26, the Land Rover, her '67 12 Camaro ending with VIN 2050, which is an important distinction, 13 because there's multiple Camaros, and the military Jeep. 14 The parties agree to sell the fifth wheel. Both 15 parties should cooperate to make sure that the fifth wheel is 16 listed as soon as possible and that all showings are 17 accommodated. And the parties need to mutually agree on the sale 18 price. 19 The issue of personal property, I think there's still 20 some issues that need to be resolved. So I'd just ask the Court 21 to retain jurisdiction on that issue, and the parties continue to 22 cooperate and divide any remaining personal property issues. 23 Ms. Depra will retain all disability and life insurance 24 policies that are named on line 45, 46 and 47.</p>	<p style="text-align: right;">Page 9</p> <p>1 Back to the house. I want follow -- actually, I'll 2 clarify that when I do the equalization payment. That's going to 3 make more sense then. 4 In regards to retirement accounts, each party will 5 retain all retirement accounts held in their respective names. 6 Both parties waive their right to the division of any sort of 7 retirement accounts. So there will be QROs or other orders 8 needed. 9 MR. KATTELMAN: It should reflect also that Dr. Depra 10 will have the beneficiary rights that she is awarded as being a 11 spouse at the time of divorce. 12 MS. ADEN: From the PERS, yeah, that repayment, like, 13 that can't be changed. So agreed. 14 In regards to the debt, so the loan on the mortgage for 15 Basque Lane is going to be paid off at the time of sale. Until 16 the house sells, Ms. Depra is going to be paying for all expenses 17 related to that residence, because at the time of sale the 18 parties agree to split the net equity received from the sale, 19 subject to the equalization payment that we will get to at the 20 end. 21 And additionally, I think it's important to state that 22 any tax liability that's incurred by either party as a result of 23 the sale will be equally shared or split, based upon them each 24 receiving 50 percent equity.</p>

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<p style="text-align: right;">Page 10</p> <p>1 And Mr. Elkins will retain the Sorrento Lane mortgage.  2 Each party will retain all debt held in their  3 representative name as outlined on lines 54 to 62. That includes  4 any and all credit card debt. They don't have any jointly held  5 debt.  6 Each party will pay any and all attorney fees owed to  7 their attorney after today's date.  8 There is a tax liability that's going to be owed for  9 2020. That was taken into account in reaching the final  10 equalization payment. So Ms. Dapra will be responsible to pay  11 the 2020 tax liability, but the parties agree to file jointly,  12 and Mr. Elkins will cooperate with that.  13 The order should include that any required language as  14 far as the parties may need to execute or sign any documents to  15 transfer the assets as outlined herein. Specifically the  16 vehicles, if there's any titling that needs to occur to transfer  17 those over.  18 In regards to the sale of the house, and once the  19 parties are able to agree upon a realtor, I'm going to generally  20 state that if there are repairs that need to be done, that those  21 repairs need to be agreed upon by the parties and recommended by  22 the realtor. If Mr. Kattelman and I want to work that out more  23 specifically, but I think generally that's kind of the sentiment,  24 is that they need to be agreed upon.</p>	<p style="text-align: right;">Page 11</p> <p>1 MR. KATTELMAN: And/or brought forth, as you say,  2 recommended by the realtor.  3 MS. ADEN: I don't agree to "or," I agree to "and."  4 MR. KATTELMAN: All right.  5 MS. ADEN: It still needs to be agreed to by the  6 parties. Just because the realtor recommends it, doesn't mean  7 that it has to happen. It needs to be agreed to by the parties.  8 MR. KATTELMAN: And if they don't agree, the Court  9 retains jurisdiction.  10 MS. ADEN: Understood. I think that's the only way to  11 solve that issue.  12 As a result of this division that's been agreed upon,  13 there's an equalization payment owed to Mr. Elkins in the amount  14 of \$170,000. It is agreed that that amount will be paid out of  15 Ms. Dapra's half of the equity at the time of the sale of the  16 house.  17 So Mr. Elkins will receive his half, plus the  18 additional 170 from her half.  19 Sorry. My computer and making noises.  20 In consideration of Ms. Dapra paying for all expenses  21 related to the residence until it sells, Mr. Elkins waives any  22 interest that would be owed on this equalization payment. It  23 will be just a true \$170,000.  24 Mr. Elkins -- this agreement also constitutes a waiver</p>
<p style="text-align: right;">Page 12</p> <p>1 of alimony by Mr. Elkins. And I believe it constitutes a  2 resolution of all claims that were made or could have been made  3 by either party by way of there complaint or counterclaims or  4 disputes.  5 Those are the terms that I have.  6 THE COURT: Any additions/corrections, Mr. Kattelman?  7 MR. KATTELMAN: And that the parties also agree and  8 certify that neither of them own any cryptocurrency.  9 MS. ADEN: Agreed. You can confirm. I can ask him  10 during canvass.  11 MR. KATTELMAN: And, Ms. Aden, you said you were  12 drafting all of the -- I have a marital settlement agreement that  13 was pro per before, that is partly done. Do you want me to do  14 the MSA and you do the remaining documents?  15 MS. ADEN: I'll just prepare the documents. My client  16 is requesting that I do so.  17 THE COURT: So are you preparing not just the decrees  18 based on the sworn agreement, but the marital settlement  19 agreement as well?  20 MS. ADEN: I am good with preparing the decrees based  21 upon the sworn agreement. I do not intend on any separate  22 marital settlement agreement.  23 MR. KATTELMAN: That's fine.  24 MS. ADEN: We put it on the record.</p>	<p style="text-align: right;">Page 13</p> <p>1 THE COURT: Right. That seems like too much. Okay.  2 Any other additions or corrections, sir?  3 MR. KATTELMAN: No, Your Honor.  4 THE COURT: Do either of the clients need a moment to  5 speak to your counsel because you heard something you didn't  6 expect or didn't understand?  7 MR. ELKINS: No, Your Honor.  8 THE COURT: Dr. Dapra?  9 DR. DAPRA: No, Your Honor.  10 THE COURT: All right. It sounds, Dr. Dapra, that you  11 did not change your name upon marriage. Is that correct that you  12 would not be seeking a name change at this point?  13 DR. DAPRA: That's correct.  14 THE COURT: Okay. So, Ms. Aden -- well, first of all  15 let me ask the reporter, is there anything that you need  16 clarified before we go further?  17 THE REPORTER: No, I don't believe so.  18 THE COURT: Okay. Very good.  19 So, Ms. Aden, if you would -- is there a resident  20 witness affidavit already in this case?  21 MS. ADEN: That's exactly what I was looking up. And  22 it looks like one was filed on March 17.  23 MR. KATTELMAN: Yes, Your Honor.  24 THE COURT: Okay. So do the parties wish --</p>

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<p style="text-align: right;">Page 14</p> <p>1 MS. ADEN: It's the wrong case, Your Honor. I was 2 looking in the wrong case. 3 MS. DAPRA: It was filed in October. 4 MS. ADEN: It was October. 5 THE COURT: Okay. Very good. 6 Do the parties wish the decree to be effective upon 7 signature or effective today? 8 MR. KATTELMAN: Today, Your Honor. 9 MS. ADEN: Today. 10 THE COURT: All right. So you will see a little bit of 11 Latin, one of the rare terms you will see in our document, it 12 will say, "nunc pro tunc," meaning, of course, the document shall 13 not include today -- and it should be prepared for my signature, 14 Ms. Aden, and put it into my paper flow -- even though it's 15 signed later, it will be retroactively effective to today. 16 That's what that nunc pro tunc means. 17 So go ahead when you're ready, please, and canvass your 18 client. And since you're going to do it by decree, please ask 19 the grounds and the residency questions and so forth. 20 MR. KATTELMAN: Dr. Dapra, I'm going to ask you some 21 questions. Prior to your filing for the Complaint for Divorce in 22 this action had you been living in Nevada for six weeks prior 23 thereto? 24 DR. DAPRA: Yes.</p>	<p style="text-align: right;">Page 15</p> <p>1 MR. KATTELMAN: And when did you first begin your 2 residency in Nevada? What year? 3 DR. DAPRA: 1975. 4 MR. KATTELMAN: And do you believe that you and 5 Mr. Elkins have irreconcilable differences? 6 DR. DAPRA: Absolutely. 7 MR. KATTELMAN: And you have heard a recitation of 8 terms placed on the record today. Did you hear them clearly? 9 DR. DAPRA: Yes, I did. 10 MR. KATTELMAN: And did you understand them? 11 DR. DAPRA: Yes, I did. 12 MR. KATTELMAN: And do you agree to them? 13 DR. DAPRA: Yes, I do. 14 MR. KATTELMAN: Are there any terms or conditions that 15 you understand that were not placed on the record today? 16 DR. DAPRA: No. 17 MR. KATTELMAN: And recognizing that this is an 18 agreement that came with some back and forth, do you agree that 19 this agreement is fair for the point of ending the marriage? 20 Well, understanding each side doesn't always get what 21 they want for the ending of the marriage and to dissolve the 22 marriage is this a fair agreement? 23 DR. DAPRA: Yes. 24 MR. KATTELMAN: And is there any reason, are you under</p>
<p style="text-align: right;">Page 16</p> <p>1 any medications, alcohol or other substances that wouldn't allow 2 you to enter into that agreement today? 3 DR. DAPRA: No. 4 MR. KATTELMAN: And do you feel that -- has there been 5 anyone who has coerced you or forced you into this agreement 6 today? 7 DR. DAPRA: No. 8 MR. KATTELMAN: And have you had time to discuss this 9 agreement with your counsel? 10 DR. DAPRA: Yes. 11 MR. KATTELMAN: And are you willing to commit to abide 12 by this agreement and be subject to it's enforcement? 13 DR. DAPRA: Yes. 14 MR. KATTELMAN: Thank you. 15 THE COURT: Dr. Dapra, Mr. Kattelman asked you if you'd 16 had enough time to talk to him. Are you satisfied with the 17 representation you received? 18 DR. DAPRA: Yes. 19 THE COURT: Thank you. 20 Ms. Aden, please. 21 MS. ADEN: I just have one question for Ms. Dapra, and 22 it's only for the required statutory that we ask it, and 23 Mr. Kattelman didn't. 24 THE COURT: Which is what?</p>	<p style="text-align: right;">Page 17</p> <p>1 MS. ADEN: If she's currently pregnant. 2 THE COURT: Ah, okay. Are you -- 3 DR. DAPRA: No. 4 THE COURT: Thank you. It is statutorily required. I 5 know it's a little invasive, but Ms. Aden is correct, it is 6 required. 7 Thank you. 8 MS. ADEN: Ms. Dapra, you heard me -- 9 THE COURT: She said no. 10 MS. ADEN: I didn't hear. I'm sorry. Moving on after 11 that. Okay. 12 Mr. Elkins, did you hear the terms of the agreement as 13 stated on the record here today? 14 MR. ELKINS: Yes, I did. 15 MS. ADEN: Did you understand the terms of the 16 agreement? 17 MR. ELKINS: Yes, I did. 18 MS. ADEN: Are you in agreement with the settlement as 19 placed on the record here today? 20 MR. ELKINS: Yes, I am. 21 MS. ADEN: Were you forced in any way to enter into 22 this agreement? 23 MR. ELKINS: No, I was not. 24 MS. ADEN: Were you made any promises or coerced in any</p>

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<p style="text-align: right;">Page 18</p> <p>1 way to enter into this agreement?</p> <p>2 MR. ELKINS: No.</p> <p>3 MS. ADEN: Are you under the influence of any</p> <p>4 substances that affect your ability to enter into an agreement</p> <p>5 today?</p> <p>6 MR. ELKINS: No I am not.</p> <p>7 MS. ADEN: And do you understand that by entering into</p> <p>8 this agreement that you are waiving the right to an equal</p> <p>9 division of your community estate?</p> <p>10 MR. ELKINS: I do.</p> <p>11 MS. ADEN: And you understand and are you willing to</p> <p>12 waive any further discovery in this case in the spirit of</p> <p>13 reaching the settlement?</p> <p>14 MR. ELKINS: Yes.</p> <p>15 MS. ADEN: Do you believe that this settlement is fair</p> <p>16 and equitable?</p> <p>17 MR. ELKINS: Yes.</p> <p>18 MS. ADEN: Are you and Ms. Dapra incompatible in</p> <p>19 marriage?</p> <p>20 MR. ELKINS: Yes.</p> <p>21 MS. ADEN: Do you have any questions for me regarding</p> <p>22 the terms of this agreement?</p> <p>23 MR. ELKINS: I do not.</p> <p>24 MS. ADEN: And do you understand that this agreement is</p>	<p style="text-align: right;">Page 19</p> <p>1 enforceable as of today?</p> <p>2 MR. ELKINS: Yes.</p> <p>3 MS. ADEN: Do you own or possess any cryptocurrency at</p> <p>4 this time?</p> <p>5 MR. ELKINS: I do not, no.</p> <p>6 MS. ADEN: I have nothing further.</p> <p>7 THE COURT: Sir, you've been represented by Ms. Aden;</p> <p>8 is that right?</p> <p>9 MR. ELKINS: Yes, Your Honor.</p> <p>10 THE COURT: Have you had sufficient time to speak to</p> <p>11 her about the important decisions being made today?</p> <p>12 MR. ELKINS: Yes, I have.</p> <p>13 THE COURT: And are you satisfied with her counsel?</p> <p>14 MR. ELKINS: Yes, Your Honor.</p> <p>15 THE COURT: Either parties or counsel think of anything</p> <p>16 further that we have neglected?</p> <p>17 MR. KATTELMAN: Only, Your Honor, maybe a definition of</p> <p>18 the parameters of seeking a decision from Judge Barales on the</p> <p>19 realtor of when we should have -- do it by pleadings, and when we</p> <p>20 should have those pleadings filed.</p> <p>21 THE COURT: So are either one of you intending -- since</p> <p>22 obviously the other person has not accepted what's on the table</p> <p>23 now, are either of you intending to make any further offers or do</p> <p>24 you just want to set a briefing schedule?</p>
<p style="text-align: right;">Page 20</p> <p>1 MS. ADEN: Well, I --</p> <p>2 MR. KATTELMAN: I intend, Your Honor, to contact the</p> <p>3 Pierettis for a discussion, but I want it, in case we do not</p> <p>4 agree, I would like a briefing schedule.</p> <p>5 THE COURT: My suggestion is a single, simultaneous</p> <p>6 brief, a single, simultaneous submission to the Court, if you</p> <p>7 can't reach an agreement before then, of who you prefer and why</p> <p>8 and a request for submission.</p> <p>9 MR. KATTELMAN: Yes.</p> <p>10 MS. ADEN: Okay. That's -- I was like, what are we</p> <p>11 briefing, like motion, opposition --</p> <p>12 THE COURT: No, no. That's why I'm saying I think a</p> <p>13 single, simultaneous submission.</p> <p>14 MR. KATTELMAN: Yes.</p> <p>15 THE COURT: And would it be no later than ten days from</p> <p>16 today.</p> <p>17 MR. KATTELMAN: We prefer seven, but we would abide by</p> <p>18 ten.</p> <p>19 THE COURT: Seven is -- any reason, Ms. Aden, not to</p> <p>20 get this rolling?</p> <p>21 MS. ADEN: No. And I would prefer seven as well,</p> <p>22 because I will be unavailable the 10th through the 16th.</p> <p>23 THE COURT: Okay. So if you have not agreed upon the</p> <p>24 identity of a realtor, then counsel is obligated seven days from</p>	<p style="text-align: right;">Page 21</p> <p>1 today, to submit -- and I'll alert the department that this may</p> <p>2 be coming when I tell them the resolution of the case -- that</p> <p>3 you'll be -- a single submission is the agreement, a week from</p> <p>4 today.</p> <p>5 Please do a request for submission. I'm sure you know</p> <p>6 things can, you know, not in the system and not get to the</p> <p>7 judge's desk without it.</p> <p>8 MS. ADEN: Am I fair to assume that if we don't agree</p> <p>9 to the Pierettis, you're going to submit the two that you</p> <p>10 provided? I'm only submitting the Pierettis.</p> <p>11 MR. KATTELMAN: I will submit -- they're in the same</p> <p>12 office.</p> <p>13 MS. ADEN: Okay. Just so we know what we're responding</p> <p>14 to. That was all.</p> <p>15 MR. KATTELMAN: Yes.</p> <p>16 THE COURT: Okay. Anything else?</p> <p>17 MR. KATTELMAN: May we have a deadline as to when we'll</p> <p>18 receive the decree of divorce paperwork, the drafts?</p> <p>19 MS. ADEN: Oh, gosh. Yeah, I like to get things done</p> <p>20 really, really quickly and I'm going on vacation, finally.</p> <p>21 I don't want to give myself -- I mean, I intend to get</p> <p>22 it done before next week, but can I have until the 21st of May?</p> <p>23 That's two weeks, I guess, three weeks.</p> <p>24 THE COURT: Would it be appropriate for me to tell</p>



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<p style="text-align: right;">Page 22</p> <p>1 Department 16 that they can expect to receive this decree within 2 five weeks? 3 MS. ADEN: Usually we do it within 30 days, but -- 4 THE COURT: Right. But I think if you're not going to 5 get it to him for three weeks, that a month might be a little 6 short for Mr. Kattelman. 7 MR. KATTELMAN: I would like it as soon as possible, 8 but by no later than the 21st. 9 THE COURT: It's just a backstop to make sure the case 10 is not lost. So I'm going to ask them to calendar six weeks from 11 now. And obviously, the sooner it gets in, the sooner it gets 12 done. 13 MS. ADEN: In all likelihood, Mike, you'll have it 14 before next Friday. That's just usually how I work. I just know 15 my week is a little crazy before going on vacation. So I don't 16 want to commit to something that I can't follow through with. 17 But I do intend to get it to you by next Friday. 18 THE COURT: Anything else either of the parties have 19 thought of or counsel? 20 MR. KATTELMAN: No, Your Honor. 21 MS. ADEN: No, I can't think of anything. 22 Mr. Kattelman and I can work together if we need to set 23 dates to get that, like, 50,000 transferred or other accounts 24 transferred. I understand him wanting the decree first. So I</p>	<p style="text-align: right;">Page 23</p> <p>1 get that. That's why I'm also motivated to get it done. 2 MR. KATTELMAN: Right. 3 THE COURT: Very good. And if you have -- it doesn't 4 happen very often, but I'm sure you know if you run into some 5 problems disagreeing about the decree, you're welcome to contact 6 me. 7 To the parties, this has not been an easy process on 8 either side of this. I'm really grateful to you for getting 9 through this. I don't think that you would have been better off 10 with the fees and the uncertainty, and all the reasons people 11 nettle the case. But thank you for your hard work, Counsel and 12 parties. 13 You will be granted a decree of divorce. The Court has 14 jurisdiction over the matter of the persons. Based on the 15 testimony that was placed on the record, you will be returned to 16 the status of single persons. All of the property and debt 17 issues and obligation issues will be as they have already been 18 put on the record. And I will sign it when I receive it. 19 So for both of you, I wish you well as you go forward. 20 Thank you very much. 21 Anything else? 22 MS. ADEN: No. Thank you, Your Honor. 23 MR. KATTELMAN: Thank you, Your Honor. 24 THE COURT: So let me ask the court reporter, do you</p>
<p style="text-align: right;">Page 24</p> <p>1 need any clarification before we close the record? 2 THE REPORTER: I would like the spelling of the realtor. 3 THE COURT: That was discussed? 4 MS. ADEN: Oh, Pleretti? 5 THE REPORTER: Yes. 6 MS. ADEN: P-I-E-R-E-T-T-I. 7 THE REPORTER: Thank you. 8 THE COURT: All right. Thank you all. And thank you, 9 Ms. Aden, for working straight up to your next event. 10 MS. ADEN: Yeah, right into the next one. 11 THE COURT: I wish you well. Thank you very much. 12 (Proceedings Concluded) 13 --o-o-- 14 15 16 17 18 19 20 21 22 23 24</p>	<p style="text-align: right;">Page 25</p> <p>1 STATE OF NEVADA   2  ss. 3 COUNTY OF WASHOE   4 5 I, EVELYN J. STUBBS, official reporter of the 6 Second Judicial District Court of the State of Nevada, in and for 7 the County of Washoe, do hereby certify: 8 That as much reporter I was present in Department 9 No. 16 of the above court on Friday, April 30, 2021, at the hour 10 of 1:06 p.m. of said day, and I then and there took stenotype 11 notes of the proceedings had and testimony given therein upon the 12 SETTLEMENT CONFERENCE of the case of GINA R. DAVRA, Plaintiff, 13 vs. SCOTT A. ELKINS, Defendant, Case No. DV20-01349. 14 That the foregoing transcript, consisting of pages 15 numbered 1 to 24, inclusive, is a full, true and correct 16 transcript of my said stenotype notes, so taken as aforesaid, and 17 is a full, true and correct statement of the proceedings had and 18 testimony given therein upon the above-entitled action to the 19 best of my knowledge, skill and ability. 20 DATED: At Reno, Nevada, this 11th day of May, 2021. 21 22 /s/ Evelyn J. Stubbs 23 EVELYN J. STUBBS, CCR #356 24</p>

TRANSCRIPT OF PROCEEDINGS SETTLEMENT CONFERENCE - 04/30/2021

<p>Page 26</p> <p>1 HEALTH INFORMATION PRIVACY &amp; SECURITY: CAUTIONARY NOTICE</p> <p>2 Litigation Services is committed to compliance with applicable federal</p> <p>3 and state laws and regulations ("Privacy Laws") governing the</p> <p>4 protection and security of patient health information. Notice is</p> <p>5 hereby given to all parties that transcripts of depositions and legal</p> <p>6 proceedings, and transcript exhibits, may contain patient health</p> <p>7 information that is protected from unauthorized access, use and</p> <p>8 disclosure by Privacy Laws. Litigation Services requires that access,</p> <p>9 maintenance, use, and disclosure (including but not limited to</p> <p>10 electronic database maintenance and access, storage, distribution/</p> <p>11 dissemination and communication) of transcripts/exhibits containing</p> <p>12 patient information be performed in compliance with Privacy Laws.</p> <p>13 No transcript or exhibit containing protected patient health</p> <p>14 information may be further disclosed except as permitted by Privacy</p> <p>15 Laws. Litigation Services expects that all parties, parties'</p> <p>16 attorneys, and their HIPAA Business Associates and Subcontractors will</p> <p>17 make every reasonable effort to protect and secure patient health</p> <p>18 information, and to comply with applicable Privacy Law mandates,</p> <p>19 including but not limited to restrictions on access, storage, use, and</p> <p>20 disclosure (sharing) of transcripts and transcript exhibits, and</p> <p>21 applying "minimum necessary" standards where appropriate. It is</p> <p>22 recommended that your office review its policies regarding sharing of</p> <p>23 transcripts and exhibits - including access, storage, use, and</p> <p>24 disclosure - for compliance with Privacy Laws.</p> <p>25 © All Rights Reserved. Litigation Services (rev. 6/1/2019)</p>	

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**EXHIBIT “2”**

**EXHIBIT “2”**

**Andrlea Aden**

---

**From:** Andrlea Aden <andrlea@adenlaw.net> on behalf of Andrlea Aden  
**Sent:** Tuesday, January 26, 2021 10:16 AM  
**To:** Michael V. Kattelman  
**Cc:** Ashley Neighbors; Mikyla Miller; Ashley Hefner; Lindy McQuirk  
**Subject:** Elkins Property List  
**Attachments:** Personal Property List from Basque Ln.docx

Mike,

Attached is the list of items my client is requesting from the Basque lane property.

Let me know what is in dispute and lets start working on some dates to get things moved.

Thanks,

Sincerely,

Andrlea A. Aden, Esq.  
**State Bar of Nevada Certified Family Law Specialist**

The Law Offices of Andrlea A. Aden, Esq., Chtd.  
19 Winter St.  
Reno, Nevada 89503  
Phone: 775-622-9245  
Fax: 775-622-9275  
[www.adenlaw.net](http://www.adenlaw.net)

**\*ATTENTION\* WE ARE MOVING!!** Effective October 12, 2020 our new address will be 19 Winter St., Reno, Nevada 89503.

**Confidentiality Notice:** E-mail Transmissions May Not Be Secure. Third Parties Can and Do Intercept E-mail. By Using E-mail to Communicate with this Office, You Assume the Risk That Any Confidential or Privileged Information May Be Intercepted and Viewed by Third Persons. E Mail Can Be Altered Electronically. Therefore, this Office Cannot Guarantee the Integrity of this Communication.

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## **Personal Property List from Basque Ln**

### **Garage:**

Misc Auto parts from floor and cupboards, tools, 1970 Camaro, Trampoline (boxed), Shop Vac, hand cart/dolly (blue), Yeti Ice Chest, motorcycle, misc shoes, misc garden tools (shovels, rakes, etc.)

### **Kitchen:**

GE side by side refrigerator, misc dishes, misc baking tools/appliances (waffle maker, blender, etc) stainless pots/pans, misc drinking glasses/cups, kitchen towels, misc spices, salt/pepper shakers, paper towel holder, misc cooking utensils/tools, misc storage containers/Tupperware, BBQ utensil, Redwood photo/picture, Champagne crystal glasses/flutes.

### **Desk (Kitchen):**

Misc papers, tools, mags, hats, keys, locks, chair (goes to table at Sorrento)

### **Basement:**

Gym equipment (Smith Machine and weights, Precor Treadmill), black rubber floor mats, Pinball machine (Star Trek), small TV monitor, fan, stereo speakers (Sony), electronic dartboard set.

### **Machine Room:**

Nothing

### **Patio:**

Chimes (hanging), hammock frame and hammock, chimera (black)

### **Front Yard:**

Black hose, 'Welcome' yellow wood dog

### **Dining Room:**

Hutch and contents, Fish tank and filter equipment, digital picture frame,

### **Living Room:**

Misc wicker baskets with magazine contents, large painting (wall), brown couch, brown love seat, misc magazines/books, TV trays, wall clock.

### **Entry Closet:**

Coat tree, jackets, boots, box of electric equip (ext. Cords, wire, plugs, etc)

### **Hall doorbell Closet:**

Folding chairs

### **Hall Closet:**

Misc board games/boxes

### **Laundry Room:**

Samsung washing machine, Samsung drier, LED motion lights, misc tools, pellet gun, pellets, wire,

### **Office:**

Computer tower (HP), folding table, misc boxes (8), desk chair

### **Spare Room:**

Chair (goes to table at Sorrento)

### **2<sup>nd</sup> Spare Room:**

Misc tools

Master Bedroom:

Queen Bed (head/foot board, side rails), matching nightstand, Lab picture (wall)

Master Bedroom Closet (mine):

Clothing, electric guitar/amp/accessories, luggage, shoes, slippers, boxes of keepsakes, recreation equip, basically all contents of my closet.

Master bathroom:

Misc toiletries, small stainless steel garbage can, shower items

Detached/converted Garage:

Hammock (cloth), misc tools, 4 storage racks (sets), 2 Honda generators, misc auto parts, misc 1970 Camaro parts, band saw, drill press, swamp cooler (window mount), 15" snow tires, misc power tools, floor jack, small air compressor, Kerosene heater, 2" gas operated sump pump with hoses, Craftsman riding mower/tractor, any remaining vehicles and parts not in dispute of ownership (i.e. white 67 Camaro, 1967 Cougar, 1943 Jeep), car trailer, 1967 yellow Camaro  
- remaining vehicles whose ownership is not in dispute will be removed prior to personal property move; just need to set/confirm acceptable date/time with Gina.

This list represents most all of the items of personal property observed/noticed on walk-thru. It is possible some small items were not seen or overlooked. Any overlooked/missed item that is not on this list will not be removed unless permission is obtained from Gina or later worked out. It is also understood that some items listed will be in dispute - those items will remain until at the Basque Ln residence until clarification/ownership is established by the court, or settlement by counsel.

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**EXHIBIT “3”**

**EXHIBIT “3”**

**Andriea Aden**

---

**From:** Michael V. Kattelman <mvk@sks-reno.com> on behalf of Michael V. Kattelman  
**Sent:** Sunday, March 7, 2021 2:13 PM  
**To:** Andriea Aden; Ashley Neighbors; Ashley Hefner  
**Cc:** Lindy Martin  
**Subject:** Re: Dapra - Personal Property Items in Dispute, Basque Land  
**Attachments:** 20210307130107833.pdf

Dear Ms. Aden; Ms. Neighbors; and Ms. Hefner:

Following Dr. Dapra's walk through of the Sorrento residence on February 27, 2021, she has confirmed that Mr. Elkins has sought to take items from the Basque residence (through his personal property removal request) of which he already has the duplicates (refrigerator; couches; etc.).

Accordingly, Dr. Dapra objects to the removal from the Basque residence of the items highlighted and underlined on the attached document, Personal Property List from Basque Lane. These disputed items are to remain at the Basque residence pursuant to the Stipulation and Order of December 15, 2020. Please remind Mr. Elkins that these items are not to be removed from the Basque residence while he seeks to pack and remove the approved items this week.

As to the Hutch contents, Mr. Elkins should take only his personal items.

Regards,

Mike Kattelman



## **Personal Property List from Basque Ln**

### Garage:

Misc Auto parts from floor and cupboards, tools, 1970 Camaro, Trampoline (boxed), Shop Vac, hand cart/dolly (blue), Yeti Ice Chest, motorcycle, misc shoes, misc garden tools (shovels, rakes, etc.)

### Kitchen:

GE side by side refrigerator, misc dishes, misc baking tools/appliances (waffle maker, blender, etc.), stainless pots/pans, misc drinking glasses/cups, kitchen towels, misc spices, salt/pepper shakers, paper towel holder, misc cooking utensils/tools, misc storage containers/Tupperware, BBQ utensil, Redwood photo/picture, Champagne crystal glasses/flutes.

### Desk (Kitchen):

Misc papers, tools, mags, hats, keys, locks, chair (goes to table at Sorrento)

### Basement:

Gym equipment (Smith Machine and weights, Precor Treadmill), black rubber floor mats, Pinball machine (Star Trek), small TV monitor, fan, stereo speakers (Sony), electronic dartboard set.

### Machine Room:

Nothing

### Patio:

Chimes (hanging), hammock frame and hammock, ohlmera (black)

### Front Yard:

Black hose, 'Weldome' yellow wood dog

### Dining Room:

Hutch and contents, Fish tank and filter equipment, digital picture frame,

### Living Room:

Misc wicker baskets with magazine contents, Large painting (wall), brown couch, brown love seat, misc magazines/books, TV trays, wall clock.

### Entry Closet:

Coat tree, jackets, boots, box of electric equip. (ext. Cords, wire, plugs, etc)

### Hall/doorbell Closet:

Folding chairs.

### Hall Closet:

Misc board games/boxes

### Laundry Room:

Samsung washing machine, Samsung drier, LED motion lights, misc tools, pellet gun, pellets, wire,

### Office:

Computer tower (HP), folding table, misc boxes (8), desk chair

### Spare Room:

Chair (goes to table at Sorrento)

### 2nd Spare Room:

Misc tools

Master Bedroom:

Queen Bed (head/foot board, side rails), matching nightstand, 1x6 picture (wall)

Master Bedroom Closet (mine):

Clothing, electric guitar/amp/accessories, luggage, shoes, slippers, boxes of keepsakes, recreation equip, basically all contents of my closet.

Master bathroom:

Misc toiletries, small stainless steel garbage can, shower items

Detached/converted Garage:

Hammock (cloth), misc tools, 4 storage racks (sets), 2 Honda generators, misc auto parts, misc 1970 Camaro parts, band saw, drill press, swamp cooler (window mount), 15" snow tires, misc power tools, floor jack, small air compressor, Kerosene heater, 2" gas-operated sump pump with hoses, Craftsman riding mower/tractor, any remaining vehicles and parts not in dispute of ownership (i.e. white 67 Camaro, 1967 Cougar, 1963 Jeep), car trailer, 1967 yellow Camaro.

- remaining vehicles whose ownership is not in dispute will be removed prior to personal property move; just need to set/confirm acceptable date/time with Gina.

This list represents most all of the items of personal property observed/noticed on walk-thru. It is possible some small items were not seen or overlooked. Any overlooked/missed item that is not on this list will not be removed unless permission is obtained from Gina or later worked out.

It is also understood that some items listed will be in dispute - those items will remain until at the Basque residence until clarification/ownership is established by the court, or settlement by counsel.

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**EXHIBIT “4”**

**EXHIBIT “4”**

**SILVERMAN  
KATTELMAN  
SPRINGGATE, Chtd.**

Gary R. Silverman\*  
Michael V. Kattelman  
John P. Springgate  
Alexander C. Morey  
Kenton C. Karrasch  
Benjamin E. Albers

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Reno, Nevada 89521  
(775) 322-3223 Fax (775) 322-3649

March 15, 2021  
Via E-mail

Law Offices of Andriea A. Aden, Esq., Chtd.  
Andriea A. Aden, Esq. and Ashley Neighbors  
19 Winter Street  
Reno, Nevada 89503

**RE: Dapra/Elkins**

Dear Ms. Aden and Ms. Neighbors:

The following are Dr. Dapra's personal property items she would like to retrieve from the Sorrento residence:

- The Bistro picture hanging above the kitchen table
- Burgundy-colored table runner
- Mosaic glass decorative jar
- Artificial tree
- Playstation and RockBand items
- Black table in the downstairs bathroom
- Outdoor patio furniture
- Old skis
- Her mountain bike
- Full length mirror
- File cabinet
- Silverware to complete the set at the Basque house
- Her Christmas decorations
- Packing boxes that were hers from her home in Caughlin Ranch
- Any contents in the safe that are hers (which still requires inventory, as Mr. Elkins would not open the safe during the walk through)
- Diamond necklace that was kept in the gun safe for Amber, for to give to Amber, and which she intends to do.

The dates she is available to pick up her belongings are: Sunday, April 4<sup>th</sup>; Saturday, April 17<sup>th</sup>; or Saturday, April 24<sup>th</sup>. Please let us know what day works best for Mr. Elkins

\*Fellow of the American Academy of Matrimonial Lawyers.

so we can arrange a pick-up time for Dr. Dapra.

Thank you for your assistance in this matter.

Respectfully,



Michael V. Kattelman, Esq.

cc: Gina Dapra

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**EXHIBIT “5”**

**EXHIBIT “5”**



## LAW OFFICES OF ANDRIEA A. ADEN, ESQ., CHTD.

March 18, 2021

Sent via U.S. Mail and Email  
Michael Kattelman, Esq.  
500 Damonte Ranch Parkway, Suite 675  
Reno, Nevada 89521  
mvk@skk-reno.com

*Re: Dapra-Elkins v. Elkins*

Dear Mr. Kattelman,

I am in receipt of your correspondence dated March 15, 2021 regarding the personal property requested from Mr. Elkins' residence. Mr. Elkins' response is as follows:

**Filing Cabinet:** Mr. Elkins does not agree for Ms. Dapra to remove this item. This cabinet was left behind when the parties moved to Basque Lane and was purchased to replace Mr. Elkins' filing cabinet that broke. During the walkthrough, Ms. Dapra indicated she did not want it. This has always been in the Sorrento residence.

**The Silverware:** This is all the flatware Mr. Elkins has. Your client has more than sufficient silverware at her home. As you noted in your prior correspondence on Mr. Elkins' list, he should not be permitted to request items that are duplicated in both residence. The same rule should apply to your client. Mr. Elkins in fact requested additional flatware from the Basque Lane residence as they were wedding gifts. Your client refused. Thus, it appears we are also going to have a dispute as to who is to receive "wedding gifts." During the walkthrough and moving, Ms. Dapra made it abundantly clear that she was going to keep all wedding gifts asserting they are hers. This as you know, is not the law and is not equitable.

**The Necklace:** Your client is well aware this was a gift to his daughter and his daughter is in possession of it. Mr. Elkins does not own the necklace to even agree to return it. That would be between Ms. Dapra and Mr. Elkins' daughter. If she wants to reach out to her directly to demand her gift back, that would be unfortunate, but has nothing to do with Mr. Elkins.

**Packing Boxes:** What boxes exactly? This request needs to be more specific. Many of the boxes used to move were broken down and thrown away. How does she know which boxes are hers? Mr. Elkins has no issue with providing boxes, he is just not sure what she is specifically requesting. The boxes were not labeled based upon what move they were used for.

**The Gun Safe:** There is nothing of Ms. Dapra's items in the gun safe and she knows this. Mr. Elkins is willing to open the gun safe; however, there are loaded weapons in the gun safe, so

andriea@adenlaw.net	19 Winter Street
www.adenlaw.net	Reno, Nevada 89503
Office 775-622-9245	Fax 775-622-9275

PA0075

A

Letter to Michael Kattelman, Esq.  
Re: Dapra-Elkins v. Elkins  
March 18, 2021  
Page 2

it needs to be clearly understood that Ms. Dapra is not to reach into the safe and touch any times. Mr. Elkins will move whatever items are needed so she can view the entire contents of the safe. He also does not want any third party being able to see the contents of the safe. The third person can stand in the door and observe Ms. Dapra without seeing the contents of the safe. Again, nothing of hers is in the safe and she knows that.

Mr. Elkins is available on April 17 for her to retrieve her items.

Sincerely,



Andriea A. Aden, Esq.

AAA/an  
Cc: Scott Elkins

andriea@adenlaw.net	19 Winter Street
www.adenlaw.net	Reno, Nevada 89503
Office 775-622-9245	Fax 775-622-9275

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**EXHIBIT “6”**

**EXHIBIT “6”**

LAW OFFICES OF ANDRILEA A. ADEN, ESQ., CHTD.  
19 WINTER ST. RENO, NEVADA 89503  
(775) 622-9245 FAX (775) 622-9276  
LICENSED IN NEVADA

1 Law Offices of Andriea A. Aden, Esq., Chtd.  
2 Andriea A. Aden, Esq. (Bar No. 11035)  
3 andriea@adenlaw.net  
4 Mikyla J. Miller, Esq. (Bar No. 12042)  
5 mikyla@adenlaw.net  
6 19 Winter St.  
7 Reno, Nevada 89503  
8 (775) 622-9245  
9 Attorney for Scott Elkins

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IN THE FAMILY DIVISION  
OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

GINA R. DAPRA,

Plaintiff,

vs.

SCOTT A. ELKINS,

Defendant.

Case No. DV20-01349

Dept. No. 16

**DEFENDANT'S FOURTH SUPPLEMENTAL PRODUCTION OF DOCUMENTS AND  
WITNESS LIST IN COMPLIANCE WITH NRCP 16.2**

TO: Plaintiff, GINA R. DAPRA, and her counsel, Michael V. Kattelman, Esq.  
Defendant, SCOTT A. ELKINS, through his counsel, Andriea A. Aden, Esq., and  
pursuant to NRCP 16.2, hereby provides his fourth supplemental production of documents and  
witness list as follows:

**DOCUMENTS:**

D0799-D0830: Please see the attached spreadsheet and documents.

Defendant is aware of his continuing duty to promptly supplement his documents as they  
become available.

///

///

LAW OFFICES OF ANDREA A. ADEN, ESQ., CHTD.  
19 WINTER ST. RENO, NEVADA 89503  
(775) 622-9245 FAX (775) 622-9275  
LICENSED IN NEVADA

1 **WITNESSES:**

2 Defendant intends to call the following individuals as witnesses in this matter:

3 1. Scott A. Elkins, c/o Andria A. Aden, Esq., 19 Winter St., Reno, NV 89503. Mr.  
4 Elkins is the Defendant in this action and has knowledge of the parties' relationship, assets and  
5 obligations.  
6

7 2. Gina R. Dapra, c/o Michael V. Kattelman, Esq., Silverman, Kattelman,  
8 Springgate, Chtd., 500 Damonte Ranch Parkway, Suite 675, Reno, NV 89521. Ms. Dapra is the  
9 Plaintiff in this action and has knowledge of the parties' relationship, assets and obligations.  
10

11 3. Any and all witnesses designated by the Plaintiff who are otherwise  
12 not listed above.

13 Defendant hereby reserves the right to amend this disclosure as discovery in this case  
14 continues and as additional documents and witnesses are identified.

15 Affirmation pursuant to NRS 239B.030. The undersigned affirms that the preceding  
16 document does not contain the social security number of any person.  
17

18 DATED this 16 day of April, 2021.

19  
20 Law Offices of Andria A. Aden, Esq., Chtd.  
21 19 Winter St.  
22 Reno, NV 89503  
23 (775) 622-9245

24   
25 Andria A. Aden, Esq.  
26 Attorney for Scott A. Elkins  
27  
28

**CERTIFICATE OF SERVICE**

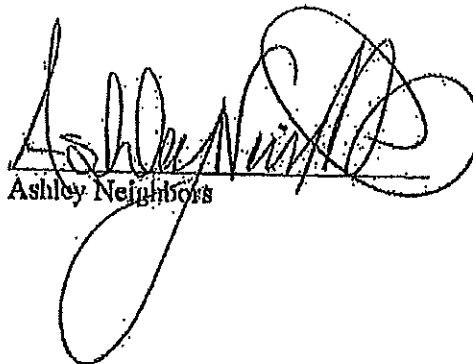
Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Law Offices of Andrea A. Aden, Esq., Chtd., over the age of 18, and that on the date set forth below, I served a true copy of:

• **DEFENDANT'S FOURTH SUPPLEMENTAL PRODUCTION OF DOCUMENTS AND WITNESS LIST IN COMPLIANCE WITH NRCP 16.2**

on the parties below by placing an original or true copy thereof in a sealed envelope, postage prepaid for collection and mailing in the United States Mail at Reno, Nevada addressed to:

Michael V. Kattelman, Esq.  
Silverman, Kattelman, Springgate, Chtd.  
500 Damonte Ranch Parkway, Suite 675  
Reno, NV 89521

DATED this 16<sup>th</sup> day of April, 2021.

  
Ashley Neighbors

**DOCUMENT PRODUCTION INDEX**

CLIENT: ELKINS, S CASE NO.: DV20-01349

PRODUCTION/DATE PRODUCED	DATE(S) OF DOCUMENT(S)	DESCRIPTION	BEGIN BATES NO.	END BATES NO.
Defendant's Initial Disclosures/ December 18, 2020	10/01/19-11/30/20	Greater NV Credit Union: Mr. Elkins' Combined Accounts re: Regular Shares Acct. x8401, Money Market Acct. x1947, Aspire Checking Acct. x6842 Statements	D0001	D0033
	07/01/20-07/31/20	Greater NV Credit Union: Ms. Dapra's Combined Accounts re: Regular Shares Acct. x6301, Aspire Checking Acct. x1697, Connect Checking Acct. TBD, Secondary Shares Acct. TBD - Page 1 of statement	D0034	D0034
	07/01/20-07/31/20	Ms. Dapra's Charles Schwab Acct. x0897 - Page 4 of Statement	D0035	D0035
	07/01/20-07/31/20	Ms. Dapra's Charles Schwab IRA Acct. x1953 - Page 4 of Statement	D0036	D0036
	07/01/20-07/31/20	Charles Schwab Joint Tenants Acct. x0877 - Page 4 of Statement	D0037	D0037
		Certificate of Title: 2012 Chevy Silverado	D0038	D0038
		NADA Report re: 2012 Chevy Silverado	D0039	D0041
		Copy of Credit Report re: 2012 Chevy Silverado Loan - Proof of balance at time of marriage	D0042	D0043
		Certificate of Title: 2012 WDWB Fifth Wheel	D0044	D0044
		NADA Report re: 2012 Wildwood Fifth Wheel	D0045	D0047
		Certificate of Title re: 1970 Chevy Camaro	D0048	D0048
		NADA Report re: 1970 Chevy Camaro	D0049	D0054
		Bill of Sale re: 1970 Chevy Camaro	D0055	D0055
		Christmas Card from Ms. Elkins re: 1970 Chevy Camaro	D0056	D0056
		Certificate of Title: 2004 Jeep Wrangler	D0057	D0057
		NADA Report re: 2004 Jeep Wrangler	D0058	D0059
	1/13/2020	Invoice from Norther Nevada Auto Wrecking Group re: 2004 Jeep Wrangler	D0060	D0060
		Certificate of Title: 2011 Chevy Camaro	D0061	D0061
		NADA Report re: 2011 Chevy Camaro	D0062	D0063

## DOCUMENT PRODUCTION INDEX

CLIENT: Elkins, S CASE NO.: DY20-01349

PRODUCTION/DATE PRODUCED	DATE(S) OF DOCUMENT(S)	DESCRIPTION	BEGIN BATES NO.	END BATES NO.
		Copy of Credit Report re: 2011 Chevy Camaro Loan -	D0064	D0064
		Proof of balance at time of marriage	D0065	D0068
		NADA Report re: 2014 Land Rover	D0069	D0069
		Certificate of Title: 1967 Ford Mustang	D0070	D0072
		NADA Report re: 1967 Ford Mustang	D0073	D0073
		Certificate of Title: 1967 Chevy Camaro	D0074	D0076
		NADA Report re: 1967 Chevy Camaro		
		State Farm Auto Insurance Declarations on 1967 Ford		
	9/11/2018	Mustang		
	11/22/19-11/23/20	PERS Statements	D0077	D0077
		2017 Tax Return	D0078	D0090
		2018 Tax Return	D0091	D0092
		2019 Tax Return	D0093	D0094
		2019 Tax Return	D0095	D0096
	1/12/2010	Worker's Comp Letter and Award to Mr. Elkins	D0097	D0098
		Shellpoint Mortgage Loan Acct. x4696 re: 4265 Basque		
	7/4/2020	Lane		
		Bank of America: Visa Signature Acct. x9305	D0099	D0099
	12/7/19-11/6/20	No statements available for April 7, 2020- August 6, 2020 due to no activity		
		Reno City: Employees Federal Credit Union Acct. x7950	D0100	D0112
	7/1/20-9/30/20	Share Trailer ID00 Statement	D0113	D0113
	4/01/20-6/30/20	Reno City: Employees Federal Credit Union Acct. x7950		
		Share Trailer ID00 Statement	D0114	D0114
	01/01/18-03/31/18	Reno City: Employees Federal Credit Union Acct. x7950		
		Share Trailer ID00 Statement	D0115	D0115

**DOCUMENT PRODUCTION INDEX**

CLIENT: ELKINS, S CASE NO.: DV20-01349

PRODUCTION/DATE PRODUCED	DATE(S) OF DOCUMENT(S)	DESCRIPTION	BEGIN BATES NO.	END BATES NO.
	7/27/2017	Loan Depot Closing Loan Documents re 4265 Basque Lane	D0116	D0236
	7/27/2017	Final Settlement Statement re: 4265 Basque Lane	D0237	D0238
	7/27/2017	Declaration of Value re: 4265 Basque Lane	D0239	D0239
		Grant, Bargain, Sale Deed re: 4265 Basque Lane	D0240	D0242
		Washoe County Assessor Property Data re: 4265 Basque Lane	D0243	D0244
	11/3/2003	Grant, Bargain, Sale Deed re: 2470 Sorrento Lane	D0245	D0246
	1/30/2017	Deed and Declaration of Value re: 2470 Sorrento Lane	D0247	D0249
		Letter from CTX Mortgage Company re Approval of		
	10/9/2003	Application for Mortgage re: 2470 Sorrento Lane	D0250	D0250
	3/13/2020	PNC Bank Escrow Account x7248 Statement	D0251	D0251
	3/13/2020	PNC Bank Loan Act. x7248 Coupon Book	D0252	D0252
		Washoe County Assessor Property Data re: 2470 Sorrento Ln	D0253	D0254
	10/16/19-11/4/19	Posted Transaction Details re: cleared PNC Mortgage Account Payments	D0255	D0268
	1/30/2017	Loan Depot Refinancing Closing Disclosures	D0269	D0274
Defendant's First Supplemental Disclosures/ February 3, 2021				
	11/7/2019-12/06/2020	Bank of America: Visa Signature Act. x9305	D0275	D0368
	10/06/2020-12/07/2020	State Farm Auto Insurance Invoices Plan x41-24	D0367	D0372
		2021 City of Reno Retirees Health Insurance Premiums	D0373	D0374
	12/15/2020	Defendant's TransUnion Credit Report	D0375	D0387
		Reno City: Employees Federal Credit Union Act. x7950		
	01/01/2020-03/31/2020	Share Trailer ID00 Statement	D0388	D0388
	7/3/2018-0897	Letter from Charles Schwab re: Transfer from 0377 to	D0389	D0389

## DOCUMENT PRODUCTION INDEX

CLIENT: Elkins, S CASE NO.: DV20-01349

PRODUCTION/DATE PRODUCED	DATE(S) OF DOCUMENT(S)	DESCRIPTION	BEGIN BATES NO.	END BATES NO.
Defendant's Second Supplemental Disclosures/ February 25, 2021	7/3/2017	Proof of Basque La Down Payment from PPD Injury	D0390	D0390
		Christmas Money Demand and Breakdown	D0391	D0391
	8/30/2020	Email from Gina re: Schwab Acct. 0377 to pay broker fees	D0392	D0393
		Gina Health Insurance Payment note for May-July 2020	D0394	D0394
		Gina Health Insurance True Up Dec 2020	D0395	D0395
		Gina Health Insurance Payment for January 2021	D0396	D0396
		Gina's note to retroactively reimburse Mr. Elkins for health insurance	D0397	D0397
		Personal Property List from Basque Lane	D0398	D0399
	1/25/2021	Email between Gina and Accountant re: IES Past Due Bill	D0400	D0402
	2/14/2021	Email from Gina to Mr. Elkins re: 2019 Tax Issue and Attachment	D0403	D0422
		2019 Tax Demand received by Mr. Elkins	D0423	D0426
		ORIGINAL EMAIL re: 2015 Taxes from March 21, 2016	D0427	D0428
12/01/20-1/31/21	2/12/2021	ALTERED EMAIL re: 2015 Taxes from March 21, 2016 and Communications between parties re: same	D0429	D0431
	2/12/2021	Email between Gina and Accountant re: ALTERED Email	D0432	D0435
		2020 Tax Items Including GNCU Interest Income for All Accounts, PNC Mortgage Interest, and W2/1099's	D0436	D0440
		Greater NV Credit Union: Mr. Elkins' Combined Accounts re: Regular Shares Acct. x8401, Money Market Acct. x1947, Aspire Checking Acct. x6842 Statements	D0441	D0446



**DOCUMENT PRODUCTION INDEX**

CLIENT: Elkins, S

CASE NO.: DV20-01349

PRODUCTION/DATE PRODUCED	DATE(S) OF DOCUMENT(S)	DESCRIPTION	BEGIN BATES NO.	END BATES NO.
	12/28/20-1/26/21	PERS Statements	D0447	D0448
	10/01/20-12/31/20	Reno City: Employees Federal Credit Union Acct. x7950 Share Trailer ID00 Statement	D0449	D0449
	3/1/2010	GNCU Account ending in 6119 Statement re: Worker's Comp Injury Award and Deposit	D0450	D0453
		Proof of Mortgage Checks Clearing from November 2020 February 2021	D0454	D0457
		PNC Coupon Book for February 2021 and Check Payment	D0458	D0458
	11/20/20-12/17/20	Greater NV Credit Union Mastercard Acct. x6993 Statement	D0459	D0461
	10/7/20-01/6/21	Bank of America: Visa Signature Acct. x9303 Statements	D0462	D0485
Defendant's Third Supplemental Disclosures/ March 29, 2021		Health Insurance Reimbursement Notes Between Feb-21 Parties	D0486	D0486
	3/11/2021	Sorrento House 2017 Refinance Documents Greater NV Credit Union: Accounts Overview as of March 11, 2021	D0487	D0593
			D0594	D0594
	2/01/21-2/28/21	Greater NV Credit Union: Mr. Elkins' Combined Accounts re: Regular Shares Acct. x8401, Money Market Acct. x1947, Aspire Checking Acct. x6842 Statements	D0595	D0596
	02/06/2019-03/06/2021	Bank of America: Visa Signature Acct. x9305 Statements	D0597	D0782
	5/5/2015	PERS Retirement Years Purchased - Purchased 1 Year	D0783	D0786
	6/16/2013	PERS Retirement Years Purchased - Purchased 4 Years	D0787	D0789
	9/23/2018	Subaru Sales Contract	D0790	D0792

**DOCUMENT PRODUCTION INDEX**

CLIENT: Elkins, S CASE NO.: DV20-01349

PRODUCTION/DATE PRODUCED	DATE(S) OF DOCUMENT(S)	DESCRIPTION	BEGIN BATES NO.	END BATES NO.
Defendant's Fourth Supplemental Disclosures/ April 16, 2021	9/28/2018	Subaru Vehicle Closing Statement	D0793	D0793
	2/22/2021	PERS Statement	D0794	D0794
		Pictures from Subaru Dealership	D0795	D0796
	3/24/2021	Greater NV Credit Union: Transaction History as of March 24, 2021	D0797	D0798
	3/18/2021	Greater NV Credit Union Mastercard Acct. x6993 Statement	D0799	D0801
	3/01/21-03/31/21	Greater NV Credit Union: Mr. Elkins' Combined Accounts re: Regular Shares Acct. x8401, Money Market Acct. x1947, Aspire Checking Acct. x6842 Statements	D0802	D0803
	4/1/21-4/12/21	Greater NV Credit Union: Mr. Elkins' Aspire Checking Detail Report with \$12k Payment to Andria A. Aden	D0804	D0804
	1/1/21-3/31/21	Reno City: Employees Federal Credit Union Acct. x7950 Share Trailer ID00 Statement	D0805	D0805
	2/23/21-3/26/21	PERS Statements	D0806	D0807
	Mar-21	Reimbursement for March 2021 Health Insurance	D0808	D0808
	3/18/2021	PNC Bank Loan Acct. x7248 Coupon Book	D0809	D0810
	2/7/21-4/6/21	Bank of America: Visa Signature Acct. x9806	D0811	D0824
	4/9/2021	American Express Traditional Gold Card Acct. x1009	D0825	D0829
	4/1/2021	Wells Fargo Bank: Check to the Law Offices of Andria A. Aden for \$12,000	D0830	D0830

FILED  
Electronically  
DV20-01349  
2021-12-14 11:34:42 AM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 8796040 : msalazarperez

**EXHIBIT “7”**

**EXHIBIT “7”**

SILVERMAN  
KATTELMAN  
SPRINGGATE, Chtd.

www.sks-reno.com

Gary R. Silverman\*  
Michael V. Kattelman  
John P. Springgate  
Alexander C. Morey  
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November 7, 2021  
Via E-mail/U.S. Mail

Law Offices of Andriea A. Aden, Esq., Chtd,  
Andriea A. Aden, Esq. and Ashley Neighbors  
19 Winter Street  
Reno, Nevada 89503

**RE: Dapra/Elkins**

The following issues require resolution consistent with the parties' *Decree of Divorce*:

**1. 2018 Tax Return**

Dr. Dapra has now learned that on July 19, 2021, the Internal Revenue Service deposited the community property refund check of \$797.83 for the year 2018 into U.S. Bank account number 5101, of which Mr. Elkins had possession and control. One-half of the refund belongs to Dr. Dapra. It appears Mr. Elkins closed U.S. Bank account number 5101 on September 1, 2021, thereby keeping the entirety of the refund. Please have Mr. Elkins issue payment to Dr. Dapra in the amount of \$398.92 by November 12, 2021. See **Exhibit 1**. I can have a runner pick up the payment from your office before the close of business that day, along with the other requested payments detailed below.

**2. Transfer of 1943 Ford GPW Military Jeep.**

As title was not formally issued when Mr. Elkins took ownership/possession of the Military Jeep, a Bill of Sale needs to be completed from Mr. Elkins to Dr. Dapra. Mr. Elkins need fill out the seller information, and sign where indicated. See **Exhibit 2**. Please have Mr. Elkins do so by November 12, 2021, and our runner will pick up the form as well as the one-half share of the tax refund described above.

Dr. Edmiston also provided a book about old military Jeeps to the parties when the Jeep was purchased. That book should go with the Jeep. Please have Mr. Elkins deliver the book to your office with the tax refund payment for Dr. Dapra.

\*Fellow of the American Academy of Matrimonial Lawyers.

### **3. Recreational Trailer.**

Mr. Elkins was to list the trailer for sale.

On September 3, 2021, Mr. Elkins told Dr. Dapra he intended to make a flier to post at local evacuation centers to sell the trailer. To her knowledge, that never happened.

On September 4, 2021, Mr. Elkins appeared at the Basque Lane property to work on the vehicle. Mr. Elkins informed Dr. Dapra he would return to photograph the trailer for marketing purposes. To her knowledge, that never happened.

The trailer needs to be removed from the Basque property immediately as the real estate sale is closing. As Mr. Elkins is to list the trailer for sale, please advise of his plan to remove the trailer, store the trailer, and to get it listed and sold. It has been two months since Judge Schumacher advised Mr. Elkins to market and sell the trailer. Mr. Elkins rejected the consignment sale of the trailer; if he is now failing to list and market the trailer, we will ask the Court to make it his exclusive responsibility as the Basque property sells. Does Mr. Elkins agree to store the vehicle at his cost if he cannot keep it at his residence?

Further, Dr. Dapra paid for registration fees and insurance on the vehicle, post-divorce. Mr. Elkins one-half share is \$121.28. Please have Mr. Elkins pay his one-half share when he pays Dr. Dapra for one-half of the 2018 tax return refund. See **Exhibit 3**.

### **4. Expenses for Sale of Basque Lane**

In preparing the Basque Lane residence for sale, Dr. Dapra advanced \$7,048.45 for necessary repairs, equipment, and related items (excluding the Bidet which is included in the \$5,000 in repairs as part of the Carano contract). See **Exhibit 4**. As Dr. Dapra advanced these costs (and was also timely in her payments to Mr. Elkins under the *Decree of Divorce*), Mr. Elkins should pay his one-half share (\$3,524.23) now, rather than having the same distributed at the close of escrow. Please advise if Mr. Elkins will now pay his one-half share for pick up on November 12, 2021 with Dr. Dapra's one-half of the 2018 tax return refund and other requested payments. It need be clear that these expenses are not part of the \$5,000 in repairs as part of the Carano contract. These were expenses incurred in preparing the property for sale.

### **5. Personal Property**

Please have Mr. Elkins remove the following items from the Basque property now before closing:

- 1) the car battery he left behind in the barn;
- 2) the bucket of transmission fluid he left behind in the house garage;
- 3) the 2 large speakers he left in the work out room in the basement;

- 4) the metal bar for his weight machine; and
- 5) the garbage and any automotive items that he left behind in the barn

Please advise as to when Mr. Elkins will appear to remove these items.

Dr. Dapra asks that the following personal property be confirmed to her:

- "1) Cuisinart Crock Pot;
- 2) The down comforter that Scott removed without agreement from my green duvet cover;
- 3) The pieces of silverware that Scott took from the Basque house whereby breaking up the set;
- 4) The functional tractor/riding mower (and removal of the second mower);
- 5) The trash pump and hoses;
- 6) The sage colored living room couch and loveseat;
- 7) The LG washer and dryer set that is at the Basque house;
- 8) All of the patio and outdoor furniture at the Basque house;
- 9) The kitchen table and chairs at the Sorrento house;
- 10) The Samsung Crystal UHD 82 inch TV at the Sorrento house, purchased in Fall 2020;
- 11) Every wedding present that was given by my friends and family;
- 12) Range Rover key fob;
- 13) Two bar stools from the Basque house;
- 14) The broken Craftman mower and the scyth that we got from Dr. Edmiston."

Dr. Dapra also needs Mr. Elkins to return her nickel plated handgun to her, which she purchased for \$600.

In determining what other personal property items exist, Dr. Dapra notices frequent large cash withdrawals and large checks being issued from Mr. Elkins accounts over the years of marriage. Will Mr. Elkins please explain the cash withdrawals and will he provide an authorization for Dr. Dapra to get copies of the checks as noted in **Exhibit 5** hereto, to confirm those items did not go to personal property items? The burden and expense of getting the checks upon receipt of the authorization is Dr. Dapra's to bear, so Mr. Elkins is not prejudiced in Dr. Dapra securing and reviewing the check copies as obtained from an authorization. Several of the larger monetary transactions do not seem traceable into accounts disclosed during the divorce proceedings. If they went to personal property items, the same needs to be disclosed, identified, and explained.

Thank you for your assistance in this matter.

Respectfully,

/s/ Michael V. Kattelman, Esq.

cc: Gina Dapra

FILED  
Electronically  
DV20-01349  
2021-12-14 11:34:42 AM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 8796040 : msalazarperez

**EXHIBIT “8”**

**EXHIBIT “8”**



## LAW OFFICES OF ANDRIEA A. ADEN, ESQ., CHTD.

November 12, 2021

Sent via C&H Courters and Email  
Michael Kattelman, Esq,  
500 Damonte Ranch Parkway, Suite 675  
Reno, Nevada 89521  
mvk@skk-reno.com

**Re: Dapra-Elkins v. Elkins**

Dear Mr. Kattelman,

I am in receipt of your November 8, 2021 correspondence and take this opportunity to respond.

### **2018 Tax Return**

Mr. Elkins was not aware that the tax refund was direct deposited into the US Bank Account. He has no issue providing Dr. Dapra her half of \$363.33, which is the correct amount as the refund was in the amount of \$726.65. Not, \$398.92 as stated in your letter. This is an issue that could have easily been brought up between the parties and was unnecessary to involve attorneys. I would also note that this letter was received in July, yet it is only being brought to our attention after additional hearings and months having passed by. Your arbitrary deadline of November 12 is unfounded. Your client has chosen to delay in bringing up this issue. That falls on her, not Mr. Elkins.

### **Military Jeep**

Attached please find the signed Bill of Sale. Mr. Elkins has also found the Jeep book. For clarity, this book does not go with the Jeep per se, but Mr. Elkins is willing to provide it to Ms. Dapra, which is enclosed herein. This is yet another issue that could have easily been brought up between the parties and was unnecessary to involve attorneys.

### **Recreational Trailer**

Mr. Elkins has been actively attempting to sell the RV and your client's representations are not accurate. Mr. Elkins has taken photographs and has distributed fliers. He also reached out to Ms. Dapra for the consignment sale information (if you recall – what your client was requesting be included in the Decree that was not stated on the record). She has refused to provide this information. Mr. Elkins has also reached out to the real estate agent on when the fifth wheel needs to be moved from the property, and it appears the house will be closing shortly

andriea@adenlaw.net 19 Winter Street  
www.adenlaw.net Reno, Nevada 89503  
Office 775-622-9245 Fax 775-622-9275

PA0092





Letter to Michael Kattelman, Esq.  
Re: Dapra-Elkins v. Elkins  
November 12, 2021  
Page 2

before Thanksgiving. Thus, nothing needs to be removed before then. Mr. Elkins is agreeable to take it to the consignment dealer for price/sale consideration, he just needs the information from Ms. Dapra on where she wants it to be taken. Yet again another issue that could have been easily resolved between the parties if your client simply cooperated with her obligation to also assist in the sale.

Ms. Dapra only paid half of the insurance for the trailer. The entire insurance bill for the year was \$157.55. Mr. Elkins has since canceled the trailer insurance policy and Ms. Dapra will quite possibly receive a refund. He will provide \$43.50 which is half of the registration fee for the 5<sup>th</sup> wheel. Therefore, I include a check in the amount of \$406.83 for Ms. Dapra. Again, these issues could have easily been handled through the parties and given the small amount we are discussing seems to be a waste of client funds to involve attorneys on these minor issues.

#### **Expenses for Sale of Basque Lane**

Pursuant to the Decree of Divorce, all repairs must be agreed upon by the parties or ordered by the Court to occur if in dispute. Mr. Elkins was not consulted on any of the repairs listed in your letter, nor did the real estate agent make any recommendations to Mr. Elkins on these repairs. In fact, Mr. Elkins received the inspection report for the Basque lane house on 11/8/2021 and there is no mention of repairs. Some of the repairs listed in your letter are news to him, except the pond repair, which he specifically objected to and said to not use the company that Ms. Dapra and the realtor was insisting on using as they were not competent. Both Ms. Dapra and the relator ignored this objection.

As Mr. Elkins did not agree to these repairs nor were they ordered by the Court, he has absolutely no obligation to pay for them. Your client does not get to act unilaterally in this regard. However, in an attempt to resolve this matter, Mr. Elkins will agree to all the escrow request repairs. See Notice of Required Repairs and Addendum enclosed herein. The repair expenses shall come out of the closing. The house is set to close very soon, so Ms. Dapra will be compensated accordingly. Again, Mr. Elkins agrees to all the escrow requested repair expenses, but he will not agree to any of the repairs from your letter if they are not already identified in the Notice of Required Repairs and Addendum, nor the pond repair.

#### **Personal Property**

Mr. Elkins has no obligation to clean up the Basque Lane property, which it appears Ms. Dapra is requesting. Further as stated herein, the house will not be closing until a day or two before Thanksgiving. Thus, nothing needs to be moved before then. As far as the property she is insisting he take, he does not want any of it. She can keep it or dispose of it. To specifically respond to the list:

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www.adenlaw.net	Reno, Nevada 89503
Office 775-622-9245	Fax 775-622-9275

PA0093



Letter to Michael Kattelman, Esq.  
Re: Dapra-Elkins v. Elkins  
November 12, 2021  
Page 3

- 1-The Car battery goes with her military jeep.
- 2-Mr. Elkins is not aware of a bucket of transmission fluid and he has no desire to keep it.
- 3-The 2 large speakers were left after he asked Ms. Dapra if she wanted them. If she does not want them, she can dispose of them.
- 4-He is not aware of any metal bar left behind for the weight machine. If she wants to provide him a picture, he can have a better idea what this object is.
- 5-He again has no interest in any garbage or other automotive parts he left behind. Again, he has no obligation to clean up garbage. The automotive parts he is aware of still at the house belong again to the military jeep.

If you want to file a motion requesting Mr. Elkins remove garbage from the home, go right ahead as you know full well this is not what was agreed to by the parties and your client has no legal basis to require Mr. Elkins to do so. We are really getting on the verge of petty issues here.

In regards to her request for personal property, she can have whatever is remaining in the home. Mr. Elkins has no additional items at that home that he is requesting. To specifically respond to her list:

- 1) The Crock Pot was thrown away as it was broken, as previously communicated on many occasions.
- 2) The down comforter was given to Mr. Elkins by Dr. Dapra when he was packing to move from Basque Ln. It was witnessed and documented by her paid third party that was present.
- 3) As previously communicated on multiple occasions, the silverware was never taken by Mr. Elkins. It was left as extras at Sorrento Lane when the parties bought Basque Ln. Mr. Elkins has since purchased new silverware and the 4 settings she is asking for were disposed of long ago. Arguably, Mr. Elkins should be entitled to half of the entire set as it was a wedding gift.
- 4) The functional riding mower and removal of the non-functioning mower: Dr. Dapra can have the functional riding mower. The non-functioning mower was a gift to her from her friend, Dr. Edmondson, along with a brush clearing machine. She can do what she wants with them.
- 5) She can have the pond pump/trash pump and hoses for it.

- 6) She can have the sage color couch and loveseat.

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PA0094



Letter to Michael Kattelman, Esq.  
Re: Dapra-Elkins v. Elkins  
November 12, 2021  
Page 4

7) She can have the LG washer and dryer set that are in the Basque house.

8) Patio and outdoor furniture. She can have all of it.

9) Kitchen Table at Sorrento House: This is the first Dr. Dapra is requesting this. The table and chairs have always been in the Sorrento home. Mr. Elkins does not agree. Why exactly is she requesting this? She is retaining all furniture at Basque lane so why does she need additional furniture from Sorrento that has always been in Mr. Elkins' possession?

10) Samsung 82" TV. Not agreed. Again, this TV has always been in Mr. Elkins possession. Mr. Elkins' TV was at the Basque lane home and he needed a television. I would again inquire as to the basis as to why Dr. Dapra is requesting this.

These requests are really getting on the verge of petty and vindictive and I would hope you could perhaps exercise some client control on these very petty issues. Do you think the Court would really award her the kitchen table and TV in Mr. Elkins' home when she has her own kitchen table and TV's?

11) Every wedding present given by her family or friends. Please explain under what legal theory Dr. Dapra is entitled to every wedding present? And please also provide a list of each specific wedding present she is requesting. As you could hopefully appreciate, Mr. Elkins cannot read Dr. Dapra's mind or what specific gift she is requesting. I would also be curious as to what legal theory would support your client's contention that she is entitled to all wedding gifts.

12) Range Rover key fob. As communicated many, many, many times before, Mr. Elkins does not have it. It was in the same drawer as the jeep title and the key fob for Mr. Elkins' truck that she removed. She has them. She knows it. Please stop.

13) Two bar stools from the Basque house -- Mr. Elkins is not aware of what this is. He has no bar stools and she can keep whatever bar stools she wants from the Basque lane home.

14) Broken mower and scythe -- Agreed.

15) The nickel plated handgun was purchased prior to marriage by Mr. Elkins. In fact, this was a police officer to police officer department purchase. It is not Dr. Dapra's gun and it has never been in her possession. Therefore we object to her receiving this item.

In regards to your request for additional discovery, they are rejected. You have no legal basis to make any such demands. Discovery has closed. A settlement was reached. This fishing expedition is ridiculous. Perhaps we should discuss, as an example, the \$4,000 exercise equipment she purchased in violation of the mutual financial restraining order, or the \$2,000 at

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19 Winter Street

Reno, Nevada 89503

Fax 775-622-9275

PA0095



Letter to Michael Kattelman, Esq.  
Re: Dapra-Elkins v. Elkins  
November 12, 2021  
Page 5

the Diamond Vault, or \$1,618 at Reno Mattress. Mr. Elkins has disclosed all of his accounts, and you are well aware of this as you served multiple subpoenas during the divorce process.


This over litigation needs to stop or Mr. Elkins will request attorney's fees.

Lastly, please advise on the status of the last two orders you were ordered to draft from the Conference Call that occurred on September 30, 2021 and the Conference Call that occurred on October 8, 2021.

As you are also aware, I am out of the office beginning November 10, 2021 until November 29, 2021 at the earliest due to very serious spinal surgery. If you proceed with filing any motions, this shall serve as an immediate request for an extension of time to respond until I am able to return to the office. If this letter is received after November 10, 2021, it is Ms. Miller signing on my behalf in my absence.

Please also sign the enclosed acknowledgment of receipt and return it to our office.

Sincerely,

  
Mikyla J. Miller, Esq. on behalf of  
Andriea A. Aden, Esq.

AAA/MJM/an  
Enclosures  
Cc: Scott Elkins

andriea@adenlaw.net : 19 Winter Street  
www.adenlaw.net : Reno, Nevada 89503  
Office 775-622-9245 : Fax 775-622-9275

PA0096

**ACKNOWLEDGMENT OF RECEIPT**

I, \_\_\_\_\_, an employee of Silverman, Kattelman, Springgate,

Chtd., acknowledges receipt of the following:

1) Check in the amount of \$406.83 made out to Ms. Dapra for ½ 5<sup>th</sup> Wheel Registration  
and ½ 2018 Tax Refund;

2) Handbook for Owners re: Military Jeep; and

3) DMV Bill of Sale re: Military Jeep.

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

\_\_\_\_\_  
Employee of Silverman, Kattelman, Springgate, Chtd.

# HANDBOOK

## FOR OWNERS

### Military 1/4 Ton Rigs

COVERS BOTH THE MILITARY AND  
CIVILIAN VERSIONS OF THE  
MILITARY 1/4 TON RIG



FULLY ILLUSTRATED WITH  
EXPLANATIONS OF ALL  
MAJOR PARTS AND  
OPERATING INSTRUCTIONS



665 WRIGHT WAY  
CARSON CITY, NV 89711-0700  
Reno/Sparks/Carson City (775) 684-4DMV (4388)  
Las Vegas Area (702) 488-4DMV (4388)  
dmvnv.com

### BILL OF SALE

NRS 462.425

A Bill of Sale releases interest in a vehicle. A Certificate of Title or other ownership documents must accompany this form.

#### INSTRUCTIONS

- All areas must be completed in full.
- Complete the buyer area exactly as the new Certificate of Title will be printed.
- Any alterations or erasures will require additional documentation and/or verification.

Please print or type

Know all men by these presents

That in consideration of Zero - Direct Transfer Dollars (\$ 0.00)  
and other value consideration, the receipt whereof is hereby acknowledged, the undersigned (seller) does hereby sell,  
transfer and deliver unto:

**New Owner Information** (If more than two owners, complete and attach an additional Bill of Sale (VP104) form; indicate "AND" or "OR".  
between second and third owners)

Full Legal Name of

1<sup>st</sup> Buyer

GLORIA  
First

RAE  
Middle

DIAPRA  
Last

☐ and  
☐ or

Nevada Driver's License, Identification Card Number, Date of Birth, or FEIN for businesses NV 4600712347

Physical Address 4265 BASQUE LANE RENO NV 89519  
Address City State Zip Code

Mailing Address 4265 BASQUE LANE RENO NV 89519  
Address City State Zip Code

Full Legal Name of  
2<sup>nd</sup> Buyer  
First Middle Last

Nevada Driver's License, Identification Card Number, Date of Birth, or FEIN for businesses

Physical Address  
Address City State Zip Code

Mailing Address  
Address City State Zip Code

Buyer's Signature Gloria Rae Diapra Date 11/4/2021  
Note: only one signature is required. After signature, write the new owner's name.

Telephone 775 303 8014 E-mail grdaipramd@yahoo.com

his right, title and interest in and to the following described vehicle:

Vehicle Identification Number

1	4	9	6	1	4														
---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Year 1993 Make FORD Model JEEP

☐ This vehicle has been Rebuilt as the term is defined in NRS 462.098

Buyer certifies Lien in favor of

If no lien exist, write the word "NONE" on the "Lien in favor of" line

NV Driver's License, Identification Card Number, Date of Birth, NV ELT # or FEIN for businesses

Address  
Address City State Zip Code

Seller certifies that he is the lawful owner of said vehicle; that he has the right to sell the aforesaid; and that he will warrant  
and defend the title of same against the claims and demands of all persons whomsoever except lienholder noted above.

Seller's Full Legal Name Scott Anthony ELKINS  
First Middle Last

Nevada Driver's License, Identification Card Number, Date of Birth, or FEIN for businesses 0701438454 NV

Mailing Address 2470 Sorrento Ln Sparks NV 89434  
Address City State Zip Code

Signature of Seller [Signature] Date 11-10-21

2018 IRS Tax Refund \$ 726.65  
2020/21 5<sup>th</sup> Wheel Reg Fees \$ 87.00

$\frac{1}{2} = 363.33$

$\frac{1}{2} = 43.50$

\$ 406.83

Refunded

5<sup>th</sup> Wheel Insurance - State Farm \$157.55

Gina paid only  $\frac{1}{2}$  of this bill directly to State Farm [Ex.3]

No refund owed to Gina for Scott's half

If anything, money is owed to State Farm

Scott A Elkins  
2470 Sorrento Ln  
Sparks, NV 89434

4652

94-9014/3212

Nov 10, 2021

Date

CHECK AMOUNT

Pay to the  
Order of Gina Dapra

Four hundred six and 83/100

\$ 406.83

Dollars

100

Pay to the  
Order of

 **GREATER  
NEVADA**  
Credit Union

PO Box 8118  
Carson City, NV 89702-8118

For 5<sup>th</sup> Wheel Reg. & Tax Refund 2018

Printed Name

12

684214 4652





## NOTICE OF REQUIRED REPAIRS



1 This written notice to the Offer and Acceptance Agreement dated 10/8/2021, regarding the property located at  
 2 4265 Basque Lane Reno NV 89519-7949  
 3 between Nicholas Bruno Nina Carano (BUYER)  
 4 and Scott A Elkins Gina R Dapra (SELLER),  
 5 is being attached this date 11/01/2021 and becomes effective when signed by all parties.

6  
 7 In accordance with the above referenced Offer and Acceptance Agreement, Buyer approves the inspection reports,  
 8 ☐ without any repairs, OR  
 9 ☒ subject to the following:  
 10 For the Pillar to Post home inspection, CND pest inspection, Oasis Heating & Air inspection and Bonanza septic inspection:  
 11 1.) Pg. 15 item 7.3.2: Using a licensed contractor repair the foundation walls are undermined in the crawlspace where  
 12 rodents have dug out soil to help minimize damage or movement potential of the foundation.  
 13 2.) Pg. 15 item 7.5.2: Using a licensed contractor repair floor joists that are moisture damaged where they intersect the  
 14 foundation walls and have been chimed possibly in lieu of proper repairs, and some of the floor joists do not appear to  
 15 bear in their intended position. Some areas of the rim joist are moisture damaged. Recommend having a contractor evaluate  
 16 the floor framing and repair to promote the framing's intended function.  
 17 3.) Pg. 15 item 7.5.2 / CND Pest Report: Using licensed contractor repair rim joists that are moisture damaged.  
 18 4.) For CND Pest inspection:  
 19 Using a licensed pest contractor treat wood destroying fungus and minor dry rot present on the north rim joists in the  
 20 crawlspace.  
 21 5.) For Bonanza Septic inspection: Using a licensed contractor repair outlet baffle that has deteriorated, a tee needs to  
 22 be installed for proper operation of tank.  
 23 6.) Pg. 20 item 9.3.1 : Using a licensed electrician repair the drip loop is incorrectly oriented at service entrance  
 24 cable to promote moisture protection.  
 25 7.) Pg. item 24 10.6.3 Using a licensed HVAC contractor repair air conditioner #2 that has the incorrect size breaker  
 26 installed in the electrical panel, repair the bus bar that is loose in air conditioner #2's electrical disconnect box.  
 27 8.) For OASIS Heating and Air using a licensed HVAC contractor repair:  
 28 \*\* CONTINUED ON ADDENDUM 11.01.21. \*\*

31 SELLER shall have all agreed upon repairs completed no later than 5 days prior to Close of Escrow.

32	BUYER:	<u>Nicholas Bruno</u>	Dated: <u>11/01/2021</u>	Time: <u>5:39 PM</u>
34	BUYER:	<u>Nina Carano</u>	Dated: <u>11/01/2021</u>	Time: <u>5:37 PM</u>
36	BUYER:	_____	Dated: _____	Time: _____
38	BUYER:	_____	Dated: _____	Time: _____

42 SELLER acknowledges receipt of this Notice of Required Repairs and  
 43 ☐ agrees to all terms outlined; OR  
 44 ☐ signs this Notice subject to the attached Addendum.

46	SELLER:	_____	Dated: _____	Time: _____
47	SELLER:	<u>Scott A Elkins</u>	Dated: _____	Time: _____
48	SELLER:	_____	Dated: _____	Time: _____
49	SELLER:	<u>Gina R Dapra</u>	Dated: _____	Time: _____
50	SELLER:	_____	Dated: _____	Time: _____
51	SELLER:	_____	Dated: _____	Time: _____



# ADDENDUM # 11.01.21



1 This addendum to the Notice of Required Repairs dated 11/01/2021, regarding  
 2 the property located at 4265 Basque Lane Reno NV 89519-7949  
 3 between Nicholas Bruno Nina Carano and  
 4 Scott A Elkins Gina R Dapra  
 5 is being attached this date 11/01/2021 and becomes effective when signed by all parties.  
 6 Notice of Required Repairs continued...

7 a.) Per OASIS Heating and Air using a licensed HVAC contractor repair:  
 8 Furnace Unit 1: Attic right side cap is out of spec and should be replaced immediately  
 9 Furnace Unit 1: Attic right side no overflow/ safety shut off switch on coil  
 10 Furnace Unit 2: Attic left side no overflow/safety shut off switch on coil  
 11 Furnace Unit 3: basement fan motor run capacitor cap is out of spec and should be replaced immediately  
 12 AC Unit 1: Right side need to add UV Cover over foam insulation to bring up to code  
 13 AC Unit 1: Left side inspected fused disconnect box at AC unit terminal block assembly is damaged and needs  
 14 to be replaced immediately to avoid fire hazard  
 15 AC Unit 2: Left side foam insulation cover on suction line is in-tac need to add UV cover to bring up to  
 16 code

17 9.) Pg. item 10 8.2.1: Clear the foundation vents of insulation in the crawlspace to promote proper  
 18 crawlspace ventilation. Insufficient Ventilation (See: Wood Destroying Pests Inspection Report from CAD)

19 10.) Pg. 27 item 11.5.1: Using a licensed plumber cap the open drain pipe in the garage wall to help  
 20 minimize sewage gas leakage and repair leaks in the crawlspace at the front guest tub drain pipe and P  
 21 trap.

22 11.) Pg. 27 item 11.4.2: Using a licensed plumber repair leaking valve in the basement crawlspace.

23 12.) Pg. 20 item 9.6.2: Using a licensed electrician repair the breakers that are not completely labeled  
 24 and repair the electrical panel dead front cover that is incorrectly installed.

25 13.) Pg. 35 item 14.3.2: Repair the front left and grill igniters that do not function properly.

26 14.) Pg. 36 item 14.8.2: Repair the trash compactor and the foot switch appears to have a malfunction.  
 27 15.) Pg. 19 item 4.6.1: Using a licensed contractor repair the chimney siding that is damaged and the  
 28 metal cap that ponds water.

29 16.) Pg. 22 item 9.10.3: Using a licensed electrician repair the GFI receptacle on the exterior left of  
 30 the house that does not function.

31 17.) Pg. 30 item 11.10.2: Repair the bidet that is missing components and correct faucet handles that are  
 32 not symmetrical.

33 - END -

34 All other terms to remain the same.

35 Dated: 11/01/2021 Time: 5:39 PM Dated: \_\_\_\_\_ Time: \_\_\_\_\_

36 BUYER/TENANT: Nicholas Bruno SELLER/OWNER: \_\_\_\_\_

37 BUYER/TENANT: Nina Carano SELLER/OWNER: Scott A Elkins

38 BUYER/TENANT: \_\_\_\_\_ SELLER/OWNER: Gina R Dapra

39 BUYER/TENANT: \_\_\_\_\_ SELLER/OWNER: \_\_\_\_\_

40 BUYER/TENANT: \_\_\_\_\_ SELLER/OWNER: \_\_\_\_\_

41 BUYER/TENANT: \_\_\_\_\_ SELLER/OWNER: \_\_\_\_\_

42 BUYER/TENANT: \_\_\_\_\_ SELLER/OWNER: \_\_\_\_\_

43 BUYER/TENANT: \_\_\_\_\_ SELLER/OWNER: \_\_\_\_\_

44 BUYER/TENANT: \_\_\_\_\_ SELLER/OWNER: \_\_\_\_\_

45 BUYER/TENANT: \_\_\_\_\_ SELLER/OWNER: \_\_\_\_\_

FILED  
Electronically  
DV20-01349  
2021-12-14 11:34:42 AM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 8796040 : msalazarperez

**EXHIBIT “9”**

**EXHIBIT “9”**



## LAW OFFICES OF ANDRIEA A. ADEN, ESQ., CHTD.

December 9, 2021

Sent via U.S. Mail and Email

Michael Kattelman, Esq.

500 Damonte Ranch Parkway, Suite 675

Reno, Nevada 89521

mvk@sks-reno.com

**Re: Dapra-Elkins v. Elkins**

Dear Mr. Kattelman,

First, in regards to the RV, Mr. Elkins was able to secure an offer from Camping World for \$7,500. He communicated this offer to Dr. Dapra, which included the additional term that the payment would be received in 30 days, with each party receiving \$3,750. Dr. Dapra did not respond to this until the day before Thanksgiving. Mr. Elkins did contact Camping World about turning in the trailer that day, but no one was there. He then was out of town for Thanksgiving. Upon return, Mr. Elkins thought he would just rather keep the RV and he offered to pay a price higher than Camping World was offering, which was \$8,000, with Dr. Dapra receiving her half of \$4,000, immediately versus waiting 30 days. In response, Dr. Dapra has unreasonably refused and is demanding Mr. Elkins pay \$12,500. This makes no sense. Please discuss with your client and further explain, if she continues to refuse, why she has a legal basis to refuse an offer from Mr. Elkins that is higher than the previous offer from Camping World she already agreed to.

Second, this correspondence shall serve as notice under Rule 11 that you are to immediately withdraw your notice of subpoena for records that was just filed. The divorce is final. You have no discovery rights. We are prepared to file an objection under NRCP 45 and we will be seeking all attorney's fees related to having to do so.

I would perhaps encourage you to review all prior correspondence in regards to the issue of personal property. At the time of settlement, not only did you have in your possession all of Mr. Elkins' GNCU bank accounts through March 31, 2021, you also subpoenaed GNCU records during the divorce. There is also no reservation of discovery rights in the Decree. Moreover, at no point, ever, during the pendency of the divorce action in our many communications regarding personal property, did you ever once express the need for or request the need for bank account statements or checks. Furthermore, you absolutely have no basis to obtain any of Mr. Elkins' personal financial information after the date the divorce agreement was made, which was April 30, 2021.

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Reno, Nevada 89503

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PA0104

A

Letter to Michael Kattelman, Esq.  
Re: Dapra-Elkins v. Elkins  
December 9, 2021  
Page 2

What exactly are you after other than to harass Mr. Elkins? Your subpoena is improper. This litigation game playing simply needs to stop.

Sincerely,



Andriea A. Aden, Esq.

AAA/an  
Cc: Scott Elkins

andriea@adenlaw.net 19 Winter Street  
www.adenlaw.net Reno, Nevada 89503  
Office 775-622-9245 Fax 775-622-9275

PA0105

1 Michael V. Kattelman (NSB#6703)  
2 Silverman Kattelman Springgate, Chtd.  
3 500 Damonte Ranch Parkway, Suite 675  
4 Reno, Nevada 89521  
5 Telephone: 775/322-3223  
6 Facsimile: 775/322-3649  
7 Attorneys for Plaintiff-Wife

8 **IN THE FAMILY DIVISION**  
9 **OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
10 **IN AND FOR THE COUNTY OF WASHOE**

11 **GINA R. DAPRA,**

12 Plaintiff-Wife,

Case No. DV20-01349

13 vs.

Dept. 16

14 **SCOTT A. ELKINS**

15 Defendant-Husband.

16 **WIFE'S OPPOSITION TO HUSBAND'S OBJECTION TO SUBPOENA AND**  
17 **MOTION FOR PROTECTIVE ORDER**

18 **COMES NOW**, Plaintiff-Wife, GINA R. DAPRA (hereafter "Wife"), by and  
19 through counsel, and opposes Defendant-Husband's *Objection to Subpoena and Motion*  
20 *for Protective Order*.

21 **AFFIRMATION**

22 The undersigned affirms this document contains no social security numbers.

23 Dated this 29 day of December, 2021.

24 Silverman Kattelman Springgate, Chtd.

25   
26 \_\_\_\_\_  
27 Michael V. Kattelman  
28 Attorney for Gina Dapra

## POINTS AND AUTHORITIES

### Introduction

The parties, Gina Dapra ("Dr. Dapra") and Scott Elkins ("Mr. Elkins"), appeared for a settlement conference on April 5, 2021 and April 30, 2021. The parties resolved several issues incident to the divorce at settlement conference including the division of real property, investment and retirement accounts, and vehicles. The parties, however, did not reach a settlement regarding personal property. The Court specifically retained jurisdiction of the issue, post-divorce. The *Findings of Fact, Conclusions of Law, and Decree of Divorce* ("Decree") entered on August 26, 2021 states, "[t]he parties have not fully resolved their personal property disputes. The parties are obligated to cooperate to divide any remaining personal property with the Court retaining jurisdiction over the same." See *Decree*, pg. 7, lines 21 – 25. Discovery is not closed on items reserved to be divided equally between the parties. NRS 125.150(1)(b). It remains incumbent upon the Court to allow (or insist upon) a full inventory for the Court to satisfy the equal division of property, including personal property. *Id.* Dr. Dapra did not and has not waived her discovery rights as to the property over which the Court retains jurisdiction to divide, to wit, personal property.

The irony in Mr. Elkins alleging that Dr. Dapra has disrupted and enlarged this litigation is palpable. A review of the record shows it is Mr. Elkins who dodged service of process at the beginning of this case, delaying the proceedings and wasting time and money. See p. 5, ll. 17-26 of Wife's Case Management Conference Statement, filed December 31, 2020. This was after Mr. Elkins, when unrepresented, presented a proposal for settlement and then pretended that the proposal was not one he had made. It is Mr. Elkins who filed an objection to a written Case Management Conference order that had clearly been made by the Court from the bench. See Husband's March 4, 2021 objection to Interim Order and the Court's *Order After Case Management Conference* of March 17, 2021. It is Mr. Elkins who took items of personal property from the marital residence in violation of the parties' stipulation not to do so. It is Mr. Elkins who resisted using the

1 realtor who knows the property and the parties, which required Court interjection and an  
2 order. It is Mr. Elkins who attempted to thwart a \$2 million plus sale of the marital  
3 residence with a meritless position designed to frustrate Dr. Dapra and keep her involved  
4 in real property litigation with him well into the spring or summer of 2022. See proposed  
5 Orders submitted contemporaneous hereto, and Court minutes of October and November  
6 2021 proceedings. It is Mr. Elkins who refused Dr. Dapra's request to simply see where  
7 the copies of the checks he issued in large sums went to confirm they were/are somehow  
8 associated with property already divided (because they are not traceable thereto) and not  
9 associated with undisclosed personal property items (as Dr. Dapra now believes).  
10 (Recordings made during one personal property inventory of the residences demonstrates  
11 Mr. Elkins' antagonistic behavior, and Dr. Elkins will be glad to play the same for the  
12 Court at any hearing to assure the Court that when Mr. Elkins describes his version of Dr.  
13 Dapra's behavior, he is actually projecting his own). The record demonstrates that it is  
14 Mr. Elkins who has been obstructionist in this litigation, placing hurdles in front of basic  
15 litigation procedures.

16       Litigation remains ongoing as to personal property as explicitly agreed to and  
17 demanded by Mr. Elkins. Ongoing discovery is necessary concerning personal property  
18 until all pending issues are resolved, including the complete inventory, identification,  
19 and division of that property. The division of personal property has been a highly  
20 contentious issue throughout this litigation. Mr. Elkins has not been forthcoming with  
21 why large withdrawals of cash were made, where that money went, or the identification  
22 of payees of specific large checks. Those funds are not traceable into accounts and other  
23 assets now divided; Mr. Elkins avocation is restoring and improving older vehicles, and  
24 there remains questions as to whether he was/is using community funds to finance his  
25 hobby, parts, and vehicles in an undisclosed way. Review of the bank records reveal that  
26 there were \$121,712 in large cash withdrawals throughout the course of the marriage  
27 which was not spend on anything that Dr. Dapra had knowledge of Scott buying. Mr.  
28



1 Elkins has not been forthcoming about information contained in these checks and  
2 concerning his cash withdrawals. There were \$73,749 in large (seemingly recurring)  
3 checks which are not traceable as going towards disclosed community assets or bills. Mr.  
4 Elkins earned approximately \$713,000 in pre-tax money over the course of the  
5 marriage, whereby he was employed as a financial crimes detective, consistently telling  
6 his Wife he would know how to hide money. He had few expenses and he paid few bills.  
7 If that money has gone into undisclosed personal property (cash, gold, gems, etc.), Dr.  
8 Dapra has a right to know. While the bank statements provide a lead, copies of the  
9 checks will determine the actual payee of these checks and whether personal property is  
10 undisclosed. These issues were not resolved at the Settlement Conference, and personal  
11 property was specifically carved out for final litigation and adjudication in the Court's  
12 reservation of jurisdiction.  
13

14         During a walkthrough of Sorrento Lane residence, Mr. Elkins refused to allow  
15 Dr. Dapra to inspect the contents of the safe. Account statements obtained by subpoena  
16 show that Mr. Elkins removed significant sums (see above) from a checking account, but  
17 the statements do not show where that money went. Mr. Elkins has not provided an  
18 explanation as to the missing funds and the payee of those checks. Personal property in  
19 this matter, unfortunately, is unresolved due to Mr. Elkins remaining secretive and  
20 refusing to allow Dr. Dapra access to personal property/information about personal  
21 property. Litigation in this matter is still ongoing concerning these issues, and discovery  
22 is necessary to identify and appropriately divide all community personal property.  
23

24         ***Personal property remains in dispute, and therefore, discovery***  
25 ***remains open.***

26         The Court ordered in its Decree entered on August 26, 2021 that the Court shall  
27 retain jurisdiction over the division of community personal property. The parties  
28 specifically agreed at settlement conference to allow the Court to retain jurisdiction over

1 the division of community personal property. At settlement conference, counsel for Mr.  
2 Elkins placed the matter on the record, and stated, "[t]he issue of personal property, I  
3 think there's still some issues that need to be resolved. So I'd just ask the Court to retain  
4 jurisdiction on that issue, and the parties continue to cooperate and divide any remaining  
5 personal property issues." (Exhibit '1', hearing transcript). While Mr. Elkins argues that  
6 NRCP 16.21 provides limited circumstances when postjudgment discovery may be  
7 conducted, here the issue of the parties' personal was reserved by the Court, and NRCP  
8 16.21 does not apply. The parties have not resolved the issue of personal property by final  
9 judgment, and discovery remains necessary to resolve this dispute as large sums of money  
10 were withdrawn and went somewhere (but not, seemingly, into property already divided),  
11 and that may be into personal property items. Discovery is necessary to identify all  
12 personal property and to determine whether such personal property is community or  
13 separate.

14 ***Mr. Elkins refuses to cooperate to identify and divide personal***  
15 ***property.***

16 Counsel for Mr. Elkins drafted the proposed Decree and counsel for Dr. Dapra  
17 provided proposed edits. Dr. Dapra attempted to resolve community personal property  
18 in her proposed Decree with edits. (Exhibit '2'). Mr. Elkins objected to the edits that  
19 included a proposed division of personal property, stating, "None of what Dr. Dapra is  
20 seeking to include was ever discussed at the settlement conference nor was it placed on  
21 the record. It would be inappropriate to include these terms in the Decree." (Exhibit '3').  
22 Mr. Elkins position was and has remained that personal property is not resolved. Dr.  
23 Dapra agrees. Mr. Elkins did not provide his proposed division of personal property nor  
24 any alternative to Dr. Dapra's proposed division of personal property. Dr. Dapra replied  
25 to Mr. Elkin's objection to the proposed edits and stated, "[w]ife set forth this offer as a  
26 way to resolve the personal property issue between the parties. As Husband has made  
27 clear he does not desire to consider the same, Wife shall proceed with the remaining  
28 litigation concerning the personal property inventory and division." (Exhibit '4').

1 On November 7, 2021, Dr. Dapra proposed a division of personal property in  
2 correspondence to Mr. Elkins and further requested that Mr. Elkins identify and explain  
3 large cash withdrawals and checks from accounts held by Mr. Elkins during the marriage  
4 in order to determine and identify what other personal property exists. (Exhibit '5').

5 In correspondence through counsel, Dr. Dapra stated:

6  
7 **In determining what other personal property items exist, Dr. Dapra**  
8 **notifies frequent large cash withdrawals and large checks being issued**  
9 **from Mr. Elkins accounts over the years of marriage. Will Mr. Elkins**  
10 **please explain the cash withdrawals, and will he provide an**  
11 **authorization for Dr. Dapra to get copies of the checks as noted in**  
12 **Exhibit 5 hereto, to confirm those items did not go to personal property**  
13 **items? The burden and expense of getting the checks upon receipt of**  
14 **the authorization is Dr. Dapra's to bear, so Mr. Elkins is not prejudiced**  
15 **in Dr. Dapra securing and reviewing the check copies as obtained from**  
16 **an authorization. Several of the larger monetary transactions do not**  
17 **seem traceable into accounts disclosed during the divorce proceedings.**  
18 **If they went to personal property items, the same needs to be disclosed,**  
19 **identified, and explained. (Exhibit '5').**  
20

21 In response, Mr. Elkins refused to provide Dr. Dapra any information regarding  
22 his large cash withdrawals and issued checks. (Exhibit '6'). The parties continue to  
23 dispute personal property and ongoing litigation is necessary to resolve the same.

24 ***Discovery is necessary to identify and inventory personal property.***

25 Mr. Elkins has made it very difficult to resolve personal property. Mr. Elkins  
26 refused to allow Dr. Dapra access to the safe, and he refuses to provide an explanation for  
27 over \$100,000 in unaccounted cash withdrawals and checks from accounts held by Mr.  
28 Elkins during the marriage. Dr. Dapra does not have all information related to Mr. Elkins'

1 accounts as claimed by Mr. Elkins in his motion. Account statements obtained by  
2 subpoena show that Mr. Elkins withdrew over \$100,000 in cash withdrawals and issued  
3 checks, but the account statements do not show what Mr. Elkins did with those funds.  
4 Further discovery is necessary to obtain copies of all checks from these accounts to  
5 determine all personal property that exists.

6 If there are fees and costs to be paid, the same should be paid by Mr. Elkins, not  
7 Dr. Dapra.

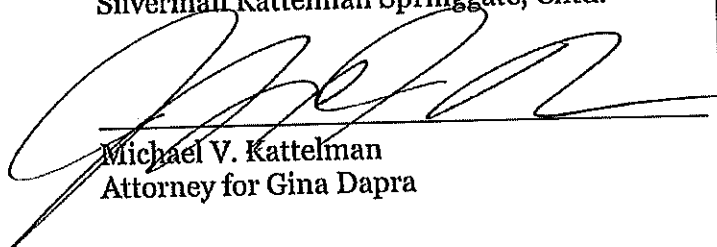
8 Dr. Dapra offered to pay for the copies from the bank to see the checks and resolve  
9 the dispute in the least invasive way; Mr. Elkins would not be out any funds in so doing.  
10 Instead, Mr. Elkins is forcing this litigation on the matter. Dr. Dapra shall file her own  
11 motion for fees and costs contemporaneous hereto.

12 **AFFIRMATION**

13 The undersigned affirms this document contains no social security numbers.

14 Dated this 29 day of December, 2021.

15 Silverman Kattelman Springgate, Chtd.

16   
17 Michael V. Kattelman  
18 Attorney for Gina Dapra  
19  
20  
21  
22  
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to the party(ies) identified below:

Hand Delivery

\_\_\_\_\_ Facsimile to the following numbers:

\_\_\_\_\_ Federal Express or other overnight delivery

           Reno Carson Messenger Service

           Certified Mail, return receipt requested

X Electronically, using Second Judicial District Court's ECF system:

**Counsel for Defendant**  
**Andriea A. Aden, Esq.**

Dated this 27 day of December 2021.

2021.

IN THE FAMILY DIVISION OF THE SECOND JUDICIAL DISTRICT COURT  
OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF WASHOE

\*\*\*

GINA R. DAPRA

vs.

SCOTT A. ELKINS

FAMILY COURT  
MOTION/OPPOSITION NOTICE  
(REQUIRED)

CASE NO. DV20-01349

DEPT. NO. 16

**NOTICE:** THIS MOTION/OPPOSITION NOTICE **MUST BE ATTACHED AS THE LAST PAGE** to every motion or other paper filed pursuant to chapter 125, 125B or 125C of NRS and to any answer or response to such a motion or other paper.

A. Mark the CORRECT ANSWER with an X.		YES	NO
1. Has a final decree or custody order been entered in this case? If <b>yes</b> , then continue to Question 2. If <b>no</b> , you do not need to answer any other questions.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Is this a motion or an opposition to a motion filed to change a final order? If <b>yes</b> , then continue to Question 3. If <b>no</b> , you do not need to answer any other questions.		<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Is this a motion or an opposition to a motion filed only to change the amount of child support?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Is this a motion or an opposition to a motion for reconsideration or a new trial <u>and</u> the motion was filed within 10 days of the Judge's Order?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the answer to Question 4 is YES, write in the <u>filing date</u> found on the front page of the Judge's Order.		Date	
B. If you answered NO to either Question 1 or 2 or YES to Question 3 or 4, you are <u>exempt</u> from the \$25.00 filing fee. However, if the Court later determines you should have paid the filing fee, your motion will <u>not</u> be decided until the \$25.00 fee is paid.			

I affirm that the answers provided on this Notice are true.

Date: December 29, 2021

Signature:

Print Name:

Michael V. Kattelman, Esq.

Print Address:

500 Damonte Ranch, #675

Telephone Number:

Reno NV 89521

(775) 322-3223

Exhibit Number	TABLE OF EXHIBITS Description	number of pages
1.	<i>Hearing Transcript re Personal property</i>	1
2	<i>Dr. Dapra's proposed Decree With edits</i>	20
3	<i>Mr. Elkins' Response to Proposed Edits</i>	5
4	Dr. Dapra's Reply to Response	6
5	Correspondence dated November 7, 2021	3
6	Correspondence dated November 12, 2021	11

FILED  
Electronically  
DV20-01349  
2021-12-29 03:59:30 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 8818825 : msalazarperez

EXHIBIT 1



1           MR. KATTELMAN: No. We want -- because Judge Banales  
2 is going to be handling the enforcement, we want her to choose  
3 the realtor, if we can't agree.

4           MS. ADEN: Okay. Moving on.

5           Sorrento Lane will be retained in Mr. Elkin's  
6 possession and the debt associated therewith.

7           The vehicles will be divided as outlined on Exhibit 1.  
8 Mr. Elkins will retain lines 24, 25, 27, 28, and 31 through 41.

9           42 is already in his possession, but it's on the  
10 balance sheet.

11          Ms. Dapra will retain line 26, the Land Rover, her '67  
12 Camaro ending with VIN 2050, which is an important distinction,  
13 because there's multiple Camaros, and the military Jeep.

14          The parties agree to sell the fifth wheel. Both  
15 parties should cooperate to make sure that the fifth wheel is  
16 listed as soon as possible and that all showings are  
17 accommodated. And the parties need to mutually agree on the sale  
18 price.

19          The issue of personal property, I think there's still  
20 some issues that need to be resolved. So I'd just ask the Court  
21 to retain jurisdiction on that issue, and the parties continue to  
22 cooperate and divide any remaining personal property issues.

23          Ms. Dapra will retain all disability and life insurance  
24 policies that are named on line 45, 46 and 47.

FILED  
Electronically  
DV20-01349  
2021-12-29 03:59:30 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 8818825 : msalazarperez

**EXHIBIT 2**

PA0118

LAW OFFICES OF ANDREA A. ADEN, ESQ., CHFD.  
19 WINTER ST. RENO, NEVADA 89503  
(775) 622-9245 FAX (775) 622-9275  
LICENSED IN NEVADA

1 CODE

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7 IN THE FAMILY DIVISION  
8 OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
9 IN AND FOR THE COUNTY OF WASHOE

10 GINA R. DAPRA,

11 Plaintiff,

12 vs.

13 SCOTT A. ELKINS,

14 Defendant.

Case No. DV20-01349

Dept. No. 16

15  
16 **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECREE OF DIVORCE**

17 This matter having come before the Court on April 5, 2021 and April 30, 2021, for a  
18 Settlement Conference, Plaintiff, GINA R. DAPRA (hereinafter "Dr. Ms. Dapra" or "Wife"),  
19 appearing with her counsel, Michael Kattelman, Esq. via electronic means, and Defendant,  
20 SCOTT A. ELKINS (hereinafter "Mr. Elkins" or "Husband"); appearing with his counsel,  
21 Andrica A. Aden, Esq. via electronic means. The parties have come to certain agreements  
22 regarding the dissolution of their marriage, the division of community property, the Court having  
23 reviewed the pleadings and papers on file herein, the requirements of Chapter 125 NRS having  
24 been satisfied, and the Court being fully advised in the premises, the Court hereby enters the  
25 following Decree of Divorce:  
26  
27

28 ///

**FINDINGS OF FACT**

1  
2 1. That for more than six (6) weeks immediately preceding the commencement of  
3 this action, Plaintiff, GINA R. DAPRA, has been and now is a bona fide resident of the State of  
4 Nevada, having been physically present therein during all of said time, and having had and now  
5 having the intention to make the aforesaid State her domicile.

6  
7 2. That the parties were lawfully joined in marriage in in-Olympic Valley, CA on or  
8 about October 5, 2013, and ever since that time have been, and still now are, Husband and Wife.

9 3. That there no minor children born the issue of this marriage and Wife is currently  
10 not pregnant.

11 4. That the parties have become and continue to be, incompatible in marriage and no  
12 reconciliation is possible, and the parties are entitled to a Decree of Divorce.

**CONCLUSIONS OF LAW**

13  
14  
15 1. The Court finds it has jurisdiction over the subject matter of this action and  
16 personal jurisdiction over the parties.

17 2. The Court finds the agreement set forth below is fair and equitable and approves  
18 it as consistent with Nevada law.

19  
20 3. The Court finds that the parties are incompatible in marriage and, no  
21 reconciliation is possible, and the parties are entitled to a Decree of Divorce.

22 NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED that as the  
23 parties are incompatible in marriage, they are hereby granted an absolute and final Decree of  
24 Divorce; that the bonds of matrimony existing between the parties be dissolved; and that the  
25 parties be are restored to the status of single, unmarried persons, *nunc pro tunc* to April 30, 2021.

26  
27 All issues of spousal support and community property and debts have been resolved  
28

1 pursuant to the agreement of the parties as set forth herein. ~~to the satisfaction of the parties as~~  
2 ~~set forth herein.~~

3 **I. DIVISION OF ASSETS AND DEBT**

4 Attached hereto as Exhibit 1 is a Marital Balance Sheet outlining the parties agreed upon  
5 division of the community and separate assets and debts, and is described in detail herein.  
6

7 **1. Bank Accounts**

8 Each party shall retain all bank accounts held in their respective name as outlined in  
9 Exhibit 1, save and except Husband shall receive \$50,000 (without gains, losses, or interest)  
10 from the Greater Nevada Credit Union account ending (6302). Their \$50,000 money shall be  
11 transferred immediately upon the Notice of Entry of Decree.  
12

13 Husband shall also retain the funds in the following joint bank accounts and ~~may remove~~  
14 ~~Wife from the same or~~ close the accounts: US Bank checking (5101), US Bank savings (6449),  
15 and US Bank savings (4101). Husband shall withdraw or transfer the funds into his own  
16 ownership and possession and close the joint accounts. Wife shall cooperate if needed to remove  
17 her name from these accounts or close these accounts.  
18

19 **2. Investment Accounts**

20 *Charles Schwab Acct. x0897*: This is a community property account. This account shall  
21 be equally divided upon the date of severance, which shall occur immediately upon the Notice of  
22 Entry of Decree. Neither party shall withdraw any additional funds from this account until  
23 severance and no fees shall be paid out of this account for any other investments. Husband shall  
24 open a brokerage account with Charles Schwab so that his one-half share of the assets may be  
25 transferred to him, which once complete, Husband may transfer to any account or institution of  
26 his choice.  
27  
28

1 *Charles Schwab Acct. x7204:* Wife shall retain this account as her sole and separate  
2 property.

3 *Charles Schwab Acct. x0377:* This is a community property account. This account shall  
4 be equally divided as outlined on the marital balance sheet with Husband to receive no less than  
5 \$6,827 from this account, which shall occur immediately upon the Notice of Entry of Decree.

6  
7 **3. Business Interests:**

8 Wife shall retain any and all interest she has in Northern Nevada Emergency Physicians  
9 as her sole and separate property.

10 **4. Real Property:**

11 *4265 Basque Lane, Reno, Nevada:* It is agreed this property is to be sold and listed for  
12 sale as soon as possible. The parties shall mutually agree upon a realtor. If the parties are unable  
13 to agree upon a realtor, the matter of choosing the realtor shall be submitted for decision to be  
14 made immediately by the Honorable Aimee Banales the court, upon review of each party's brief  
15 of the matter as filed with the Court on May 7, 2021. ~~upon both parties filing a brief to the court~~  
16 ~~no later than Friday, May 7, 2021.~~

17  
18 The parties agree to follow the recommendations of the realtor with respect to as far as  
19 list price, etc., subject to the parties agreeing otherwise. The parties shall in good faith listen to  
20 the recommendation of the realtor as to repairs or improvements to be made to the property for  
21 sale purposes. If the parties cannot agree on a repair or improvement to be made to the real  
22 property for sale purposes, the Second Judicial District Court reserves jurisdiction to resolve the  
23 repair or improvement issue(s) between the parties, which can be managed by a short conference  
24 with the Court which can be set by counsel by way of a telephone call to the Court. The parties  
25 shall equally pay the costs of all agreed upon, or Court ordered, repair or improvements to the  
26  
27  
28

1 real property for its sale, and all costs of sale of the property. Any and all repairs recommended  
2 by the realtor must be agreed to by the parties. If agreed to, the cost of the repair will be equally  
3 split between the parties. The parties shall cooperate to sign any and all paperwork necessary to  
4 list the property for sale and during the escrow process to finalize the sale.

5       Wife shall remain in the residence and shall continue to have exclusive possession of the  
6 residence until it is sold or she chooses to vacate the property. While Wife has exclusive use and  
7 possession of the residence, she shall be responsible to pay for all normal living expenses related  
8 to the residence until it is sold, which is distinct from the repairs and improvements as set forth  
9 above. Husband shall immediately return the garage door opener in his possession to Wife.

10       The Second Judicial District Court shall retain jurisdiction over all matters regarding the  
11 sale, management, and payments with respect to the residence until it is sold.

12       Upon sale, the parties shall equally split the net proceeds, subject to the equalization  
13 payment outlined herein.

14       2470 Sorrento Lane, Sparks, Nevada: Husband shall retain this property as his sole and  
15 separate property and any liabilities and encumbrances associated therewith and he shall  
16 indemnify Wife from the same.

17       **5. Vehicles**

18       2012 Wildwood 5<sup>th</sup> Wheel: It is agreed that this will be sold and the proceeds equally  
19 split. This vehicle is currently in Wife's possession, but as Husband has greater knowledge about  
20 the trailer, and as he is not now employed outside the home, he shall work to market and sell the  
21 asset. Upon notice to Wife, Husband may access the vehicle on the Basque property for purposes  
22 of sale, with both he and potential buyers entering and exiting the Basque property by way of the  
23 back gate. The parties shall cooperate to list this vehicle for sale immediately and to  
24

1 accommodate any and all requested showings of the vehicle. The parties shall also mutually  
2 agree on the sales price.

3 Should the recreational vehicle not sell before the Basque Lane property sells, then Wife  
4 may arrange to have the recreational vehicle sold through consignment with Western Skies RV.  
5 The parties may also agree at any time to turn the sale over to consignment.

6 The Second Judicial District Court shall retain jurisdiction over all matters regarding the  
7 sale of the recreational vehicle until it is sold.

8  
9 *2011 Chevy Camaro*: Husband shall retain this vehicle as his sole and separate property,  
10 with all debts and liabilities thereon.

11 *2012 Chevy Duramax HD 2500*: Husband shall retain this vehicle as his sole and separate  
12 property, with all debts and liabilities thereon.

13 *2014 Range Rover*, VIN SALWR2WF7EA393934: Wife shall retain this vehicle as her  
14 sole and separate property, with all debts and liabilities thereon. Husband shall immediately  
15 return to Wife any spare key FOB he has in his possession for the vehicle, if and when such is  
16 found.

17  
18 *2004 Jeep Wrangler (salvaged title)*: Husband shall retain this vehicle as his sole and  
19 separate property, with all debts and liabilities thereon.

20 *1967 Ford Mustang*: Husband shall retain this vehicle as his sole and separate property,  
21 with all debts and liabilities thereon.

22  
23 *1967 Chevy Camaro (the yellow Camaro)*, VIN 124377L122050: Wife shall retain this  
24 vehicle as her sole and separate property, with all debts and liabilities thereon. Husband shall  
25 immediately provide Wife with all keys to the vehicle, all registration documents, all title  
26



1 documents, all proof of ownership documents, and all service documents, and Husband warrants  
2 he is not retaining any copies of the keys.

3 *1943 MJ Military Jeep:* Wife shall retain this vehicle as her sole and separate property,  
4 with all debts and liabilities thereon. If any be in his possession, Husband shall immediately  
5 provide Wife with all keys to the vehicle, all registration documents, all title documents, all proof  
6 of ownership documents, and all service documents, and Husband warrants he is not retaining  
7 any copies of the keys.  
8

9 *1970 Chevy Camaro (the birthday Camaro):* Husband shall retain this vehicle as his sole  
10 and separate property, with all debts and liabilities thereon.

11 *1967 Mercury Cougar:* Husband shall retain this vehicle as his sole and separate  
12 property, with all debts and liabilities thereon.

13 *1982 Jeep Scrambler:* Husband shall retain this vehicle as his sole and separate property,  
14 with all debts and liabilities thereon.

15 *1969 Ford Mustang:* Husband shall retain this vehicle as his sole and separate property,  
16 with all debts and liabilities thereon.

17 *1993 Honda CVR 600 F2 Motorcycle:* Husband shall retain this vehicle as his sole and  
18 separate property, with all debts and liabilities thereon.

19 *1966 Ford Thunderbird:* Husband shall retain this vehicle as his sole and separate  
20 property, with all debts and liabilities thereon.

21 *1967 Chevy Camaro (white):* Husband shall retain this vehicle as his sole and separate  
22 property, with all debts and liabilities thereon.

23 *1968 Chevy Camaro:* Husband shall retain this vehicle as his sole and separate property,  
24 with all debts and liabilities thereon.

1           1994 GMC Pick-Up K2500; Husband shall retain this vehicle as his sole and separate  
2 property, with all debts and liabilities thereon.

3           1968 Mercury Cougar: Husband shall retain this vehicle as his sole and separate  
4 property, with all debts and liabilities thereon.

5           Volkswagen Sandrail: Husband shall retain this vehicle as his sole and separate property,  
6 with all debts and liabilities thereon.

7  
8           2019 Subaru Impreza: This vehicle is in the possession of Mr. Elkins' daughter and he  
9 does not have title to this vehicle, nonetheless it was identified and agreed that Husband shall  
10 retain this vehicle as his sole and separate property, to the extent he has any interest, with all  
11 debts and liabilities thereon.

12  
13           **6.     Personal Property**

14           Each party shall keep all of that personal property now in their respective possession as  
15 their sole and separate property, except that (i) Husband shall coordinate a time with Wife to  
16 appear at the Basque Lane residence to pick up his fish tank and wooden slats for the trailer, and  
17 (ii) Husband shall return to Wife her queen size down comforter which was previously held in  
18 the green duvet cover; the pieces of the silverware set he took from the Basque home (to keep the  
19 set intact); and the Cuisinart crockpot.

20  
21           ~~The parties agree to cooperate to exchange any and all remaining personal property items~~  
22 ~~in dispute with the Court retaining jurisdiction over the same.~~

23           **7.     Life Insurance and Disability Policies**

24           Wife shall retain all life insurance and disability policies as her sole and separate  
25 property.

26  
27           **8.     Retirement Account**

1           *Nevada Public Employees' Retirement System benefits:* Husband shall retain his PERS  
2 as his sole and separate property, except that Wife retains any and all existing beneficiary  
3 benefits she is entitled to as Mr. Elkin's Wife at the time of the divorce. As the PERS is already  
4 in repayment status, these beneficiary benefits are already set and cannot be changed, and the  
5 parties acknowledge that Wife shall be entitled to receive all of the death benefits from PERS  
6 upon Husband's death, should he predecease her.

7  
8           *Charles Schwab Roth IRA Acct. x1953:* Wife shall retain this account as her sole and  
9 separate property.

10           *Fidelity 401(k) Acct. x3857:* Wife shall retain this account as her sole and separate  
11 property.

12           *Charles Schwab IRA Acct. x1609:* Wife shall retain this account as her sole and separate  
13 property.

14  
15           **9.       Debts**

16           Each party shall retain all debt held in their respective name as outlined in Exhibit 1. The  
17 parties have no jointly held debt, other than the 2020 taxes, addressed herein, and the mortgage  
18 related to Basque lane, which will be satisfied upon the sale of the residence.

19  
20           **10.     Income Taxes**

21           The parties shall file jointly for tax year 2020, and the parties have now signed and filed  
22 their 2020 tax return. As a result of the equalizing payment from Wife to Husband being  
23 finalized at \$170,000 (without interest) as detailed below, Wife shall be responsible to pay any  
24 and all tax debt owed for 2020 on income and assets disclosed at the time of the divorce. The  
25 parties acknowledge that the Court can order one party to pay all taxes associated with income  
26  
27  
28

1 and assets that were not disclosed during the divorce process and at the time of the filing of their  
2 initial 2020 tax return.

3 The parties shall file separate taxes thereafter. For the calendar year 2021, the parties  
4 shall file separate federal income tax returns, without respect to the laws of community property  
5 and this decree shall be treated as a decree of separate maintenance from January 1, 2021, for tax  
6 filing purposes. Each party shall report his or her separate income on his or her own income tax  
7 return and shall be entitled to the income taxes withheld, estimated payments and any other tax-  
8 related payments made by him or her attributable to his or her income, and the deductions,  
9 exemptions, credits attributable to his or her income/property. For the calendar year 2021 and  
10 thereafter, both parties are entitled to all tax deductions and credits associated with the payments  
11 they have individually made towards real property and to all business deductions associated with  
12 their respective business.  
13

14  
15 Except as otherwise specified in this Agreement, each party shall pay any capital gains  
16 taxes, income taxes or other taxes, interest, penalties, costs, assessments, fees or charges of any  
17 sort, kind or nature resulting from his/her transfer, sale, liquidation or other disposition of any  
18 asset, property, interest or right he/she receives, owns or controls under this Agreement, or which  
19 he/she utilizes or borrows to pay any obligation he/she owes under this Agreement, or which is  
20 incurred in connection with or pertains to any property, asset, business or other interest he/she  
21 receives under this Agreement.  
22

23 Any tax obligations owed from the sale of Basque lane shall be equally split between the  
24 parties based upon the parties each receiving one-half of the net proceeds. Husband is not subject  
25 to a greater tax obligation as a result of the equalization payment paid from Wife's half of the net  
26 proceeds.  
27  
28

1 The division of community property set forth herein is intended to be a non-taxable  
2 transfer between spouses pursuant to section 1041 for the Internal Revenue Code.

3 Neither counsel for Wife nor Husband provided any tax advice regarding any and all past  
4 or future tax obligations owed.

5  
6 **11. Equalization Payment**

7 Based upon the agreement outlined herein, it is agreed that Husband shall receive an  
8 equalization payment in the sum of \$170,000 to be paid out of Wife's one-half of the net  
9 proceeds from the home, to be paid to Husband at close of escrow of Basque Lane.

10 Husband waives any and all claims to any legal interest on the amount owed, and the  
11 \$170,000 amount owed is not subject to any increase or decrease in any way.

12  
13 **12. Attorney's Fees**

14 Each party shall be responsible to pay any and all outstanding attorney's fees owed from  
15 the date of the settlement conference. Attorney's fees up to the date of the Settlement Conference  
16 were equalized as shown on line 16 of Exhibit 1.

17  
18 **13. Execution of Documents**

19 The parties shall execute any and all documents necessary to transfer the asset and debts  
20 as outlined here.

21  
22 **14. Unadjudicated Assets**

23 Both parties affirmed this is all assets and debts they are aware of, both community and  
24 separate. Husband further confirmed under oath he is not in possession of nor does he own any  
25 cryptocurrency.

26 If any community property of the parties is later discovered/found to exist and was not  
27 listed herein and such property comes to the attention of either party after the execution of this  
28

1 Decree, the discovering party shall notify the other party forthwith as to the existence of  
2 additional assets and forthwith invoke the jurisdiction of the Court for the property's division  
3 pursuant to NRS 125.150. The parties acknowledge that if a party intentionally omitted or  
4 intentionally failed to disclose a material asset in this divorce process, such asset can be award  
5 by the Court entirely to the other party. ~~ask the Court that the same be divided between the~~  
6 ~~parties as set forth in this provision, subject to NRS 125.150.~~ The Court shall reserve  
7 jurisdiction over assets not listed in this Decree for the limited purpose of enforcing this  
8 provision.  
9

10 **II. ALIMONY**

11 Neither party shall receive alimony and the Court ~~shall hereby terminates jurisdiction~~  
12 over the same.  
13

14 **III. RESOLUTION OF ALL CLAIMS**

15 This Decree constitutes resolution of all claims that were raised or could have been  
16 raised by either party by way of the Complaint for Divorce or Counter-Claim for Divorce,  
17 except for the division or award of unknown or undisclosed assets or property as set forth above.  
18 ~~This includes all claims related to marital waste, marital tort, or other claims that could have~~  
19 ~~arisen during this action.~~  
20

21 **IV. WIFE'S NAME**

22 Wife never changed her surname and shall continue to be known as GINA DAPRA.

23 **V.** The Court canvassed the parties and each has acknowledged their understanding and  
24 agreement to all of the terms of their settlement agreement, and that each has done so voluntarily  
25 and without duress from any outside source or party or from the other party.  
26

27 **VI. NUNC PRO TUNC**  
28

LAW OFFICES OF ANDREA A. ADEN, ESQ., CHFD.  
19 WINTER ST. RENO, NEVADA 89503  
(775) 622-9245 FAX (775) 622-9275  
LICENSED IN NEVADA

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The parties' Decree of Divorce is effective, *Nunc Pro Tunc*, to April 30, 2021.

IT IS SO ORDERED.

DATED \_\_\_\_\_, 2021.

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

DV20-01349

LAW OFFICES OF ANDREA A. ADEN, ESQ., CHFD.  
19 WINTER ST. RENO, NEVADA 89503  
(775) 622-9245 FAX (775) 622-9273  
LICENSED IN NEVADA

EXHIBIT INDEX

Dapra vs. Elkins

Case No. DV20-01349

Exhibit Number	Description	Number of Pages
1	Marital Balance Sheet	5



**EXHIBIT 1**

**EXHIBIT 1**

MARITAL BALANCE SHEET								
Dated 3/31/2021								
DOM 10/5/2013								
		VALUED BY	VALUE DATE	PROPERTY VALUE	COMMUNITY		SEPARATE	
					HUSBAND	WIFE	HUSBAND	WIFE
ASSETS								
CASH AND CASH EQUIVALENTS								
1	Husband's GNCU Accounts- x6842 (on combined statement)		3/31/2021	7,128	\$7,128			
2	Husband's GNCU Accounts - x8401 (on combined statement)		3/31/2021	498	498			
3	Husband's GNCU Accounts- x1497 (on combined statement)		3/31/2021	30,962			30,962	
4	Great Nevada Credit Union x6301 (on combined statement) Gina R Dapra		3/31/2021	1,010		1,010		
5	GNCU x 1637 Checking (on combined statement) Gina R Dapra		3/31/2021	2,415		\$2,415		
6	Great Nevada Credit Union x1645 (on combined statement) Gina R Dapra		3/31/2021	597		597		
7	Great Nevada Credit Union x6302 (on combined statement) Gina R Dapra		3/31/2021	135,023	50,000	85,023		
8	Reno City Employees Fed. CU x795 Scott Bldns Teri Taylor		3/31/2021	10	10			
9	First Independent Bank - Savings x8778 Gina R Dapra Gina R Dapra Trust DTD 4/10/2008		3/31/2021	8,730		8,730		
10	U.S. Bank x5101 - Checking Joint Scott A Bldns Gina R Dapra		4/8/2021	1,455	1,455			
11	U.S. Bank x6449 - Savings Scott A Bldns Gina R Dapra		4/8/2021	525	525			
12	U.S. Bank x4101 Scott A Bldns Gina R Dapra		4/15/2021	1,485	1,485			
13	Husband's Unaccounted for Income			0	0			
14	Unaccounted for Income - W since July 2020			0	0			
15	Missing funds from GNCU - 6302				\$29,500	\$57,525		
16	Equilizing Attorney's fees							
Subtotal				189,839	90,602	155,300	30,962	0

MARITAL BALANCE SHEET								
DAPRA/DAPRA								
2004 10/5/2008								
		VALUED BY	VALUE DATE	PROPERTY VALUE	COMMUNITY		SEPARATE	
					HUSBAND	WIFE	HUSBAND	WIFE
INVESTMENTS								
17	Charles Schwab TOD x0897 Gina R Dapra Designated Bene Plan/TOD		3/31/2021	366,785	183,368	183,368		
18	Charles Schwab x7204 Gina R Dapra TTEE Gina R Dapra Trust U/ATD 4/10/2008		3/31/2021	178,086				178,086
19	Charles Schwab x0377 - Joint Gina R Dapra & Scott Elkins JT Ten		3/31/2021	18,654	6,827	6,827		
Subtotal				558,475	190,195	190,195	0	178,086
OTHER INTERESTS								
20	Northern Nevada Emergency Physicians							x
Employment entities				0	0	0	0	x
Subtotal								0
OTHER ASSETS								
20(a)	Tax - Sale of North Cactus Hills			0	0			
Subtotal				0	0	0	0	0

**MARITAL BALANCE SHEET**  
 Date: 10/1/18  
 DOM: 10/5/1988

	VALUED BY	VALUE DATE	PROPERTY VALUE	COMMUNITY		SEPARATE	
				HUSBAND	WIFE	HUSBAND	WIFE
<b>REAL PROPERTY INCLUDING INTERESTS WITH OTHERS, ETC.</b>							
21 4265 Basque Lane, Reno, Nevada 89519 (FMV)	Appraisal	3/12/2021	1,775,000	887,500	887,500		
22 2470 Sorrento Lane, Sparks, Nevada (FMV)	Appraisal	3/12/2021	545,000	100,000		445,000	
Subtotal			2,320,000	987,500	887,500	445,000	0

<b>PERSONAL PROPERTY INCLUDING INTERESTS WITH OTHERS, ETC.</b>							
23 2012 Wildwood 5th Wheel x1768	Estimates	16,170	8,085	8,085			
24 2011 Chevrolet Camaro SS vin 62051	Estimates	14,425	7,828			6,597	
25 2012 Chevrolet Duramax VIN 8642	Estimates	26,300	26,300				
26 2014 Land Rover Range Rover Sport I VIN3994	1/14/2021	31,608		31,608			
27 2004 Jeep Wrangler TJ Sport	Estimates	13,000	13,000				
28 1967 Mustang (Cobra Engine)	Estimates	47,000	47,000				
29 1967 Chevrolet Camaro VIN 2050	Estimates	29,000					29,000
30 1948 Military Jeep vin 9614	Estimates	1,000		1,000			
31 1970 Chevrolet Camaro	Estimate	25,200				25,200	
32 1967 Mercury Cougar		TBD					
33 1982 Jeep Scrambler		TBD					
34 1969 Ford Mustang		TBD					
35 1993 Honda CVR 600 F2 Motorcycle		TBD					
36 1966 Ford Thunderbird		TBD					
37 1967 Chevy Camaro (white)		TBD					
38 1966 Chevy Camaro		TBD					
39 1994 GMC Pick-Up K2500		TBD					
40 1968 Mercury Cougar		TBD					
41 Volkswagon Sandrail		TBD					
42 2019 Subaru Impreza	Amount paid for purchase	23,751	23,751				
Subtotal		227,454	125,954	40,693	81,797	29,000	

<b>PERSONAL PROPERTY INCLUDING INTERESTS WITH OTHERS, ETC.</b>							
43 H's personal property			TBD				
44 W's personal property			TBD				
Subtotal			0	0	0	0	0

<b>CASH VALUE OF LIFE INSURANCE</b>							
45 Metropolitan Life Insurance Co. x7093 Disability policy							x

VALUED BY DATE PROPERTY VALUE COMMUNITY SEPARATE							
		VALUED BY	VALUE DATE	PROPERTY VALUE	HUSBAND	WIFE	HUSBAND WIFE
46	Tansamerica Premier Life Insurance Co. x0872 (formerly WRL Life Insurance Co. x0872)						x
47	The Standard Disability Policy						x
Subtotal				0	0	0	0

RETIREMENT ACCOUNTS							
48	Public Employee Retirement System Account (PERS) (Husband)	Potential Community Credit		180,000	180,000		
49	Charles Schwab - Roth IRA x1953 Gina R Dapra		2/31/2021	90,157		68,105	22,053
50	Fidelity 401(k) (Wife) Gina Rae Dapra		3/31/2021	1,438,278		577,080	861,198
51	Charles Schwab - x1609 IRA Non-Deduct Contributory		1/31/2021	0		0	
Subtotal				1,708,435	180,000	645,185	883,251
				5,004,203	1,674,260	1,918,873	507,759
							1,090,387

MORTGAGES							
52	Specialized Loan Servicing (fka Shellpoint Mortgage x4696) 4265 Basque Lane, Reno, Nevada 89519 (Debt)		4/7/2021	944,009	472,005	472,005	
53	PNC Bank Mortgage on 2470 Sorrento Lane, Sparks, Nevada (RMV)		3/18/2021	268,585			268,585
Subtotal				1,212,594	472,005	472,005	268,585

CREDIT CARDS, LOANS, ACCOUNTS, PERSONAL LOANS, CAR LOANS, ETC.							
54	Bank of America Visa x9305		4/6/2021	2,387	x		
55	Greater NV CU Master Card x6993 Scott Elders		3/18/2021	0			
56	American Express x1009		4/9/2021	95			
57	American Express Gold Card x21004 Gina Dapra		3/29/2021	0		0	
58	USAA Visa x1424 Gina Dapra		4/15/2021	0		0	

MARITAL BALANCE SHEET								
Date: 01/18/21 DOM: 10/5/1983								
		VALUED BY	VALUE DATE	PROPERTY VALUE	COMMUNITY		SEPARATE	
					HUSBAND	WIFE	HUSBAND	WIFE
59	American Airlines American Advantage Ctl x1248 Gina Dapra		1/15/2021	0		0		
	GH Visa Gina Dapra Duplicate of line 55			0		0		
60	Current year tax liability			TBD		X		
61	Outstanding attorneys fees Husband				X			
62	Outstanding attorneys fees Wife					X		
Subtotal				2,482	0	0	0	0
TOTAL ASSETS				1,215,076	472,005	472,005	268,585	0
TOTAL LIABILITIES				3,789,127	1,102,256	1,446,868	239,174	1,090,337
TOTAL NET WORTH					170,000	-170,000		
TOTAL ASSETS LESS LIABILITIES					1,272,256	1,276,868		

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DV20-01349  
2021-12-29 03:59:30 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 8818825 : msalazarperez

# EXHIBIT 3

1 Law Offices of Andriea A. Aden, Esq., Chtd.  
2 Andriea A. Aden, Esq. (Bar No. 11035)  
3 andriea@adenlaw.net  
4 Mikyla J. Miller, Esq. (Bar No. 12042)  
5 mikyla@adenlaw.net  
6 19 Winter Street  
7 Reno, Nevada 89503  
8 (775) 622-9245  
9 Attorney for Scott Elkins

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IN THE FAMILY DIVISION  
OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

GINA R. DAPRA,

Plaintiff,

vs.

SCOTT A. ELKINS,

Defendant.

Case No. DV20-01349

Dept. No. 16

**RESPONSE TO PROPOSED EDITS AND REQUESTED CHANGES TO HUSBAND'S  
PROPOSED FINDINGS OF FACTS, CONCLUSIONS OF LAW, AND DECREE OF  
DIVORCE**

COMES NOW, Defendant, SCOTT A. ELKINS, by and through his attorney, Andriea A. Aden, Esq. files his Response to Proposed Edits and Requested Changes to Husband's Proposed Findings of Facts, Conclusion of Law, and Decree of Divorce.

All changes included in Dr. Dapra's redline were made as outlined in Exhibit 1 attached hereto except as otherwise addressed hereinbelow.

Pg. 2, Paragraph 2, line 18: See no reason to delete the word "fair"

Pg. 2, line 26: See no reason to change the word "be" to "are"

Pg. 3, lines 13-18: It was Mr. Elkins' understanding it was agreed he retain the bank accounts and can either remove Dr. Dapra's name from those accounts or close the accounts. It was not specifically agreed that he has to close the accounts.



1 Pg. 3, Paragraph 2, lines 24-27: The included terms were never discussed, agreed to, nor  
2 stated as part of the agreement. Mr. Elkins will ensure whatever steps are needed in order to  
3 receive his funds is taken care of. It was also agreed no other funds nor fees would be paid out of  
4 this account, period. Not for any other investments.

5 Pg. 4, Paragraph 4, first paragraph lines 14-18: It is unclear of the point of this revision  
6 because, as drafted, it essentially says the same thing.

7 Pg. 5, Paragraph 4, lines 7-8: Wife seeks to add the language "while Wife has exclusive  
8 use and possession of the residence." It was never discussed what were to occur if Wife vacated  
9 the property prior to sale and it was Mr. Elkins' understanding, and the intent behind his  
10 agreement, that Wife is responsible to pay for all normal living expenses until the home is sold.  
11 Mr. Elkins did not agree to pay for any normal living expenses for this property at any time. This  
12 was a specific issue discussed at length at settlement.

13 Pg. 5, Paragraph 5, line 11: Mr. Elkins returning the garage door opener was never  
14 discussed, nor was it stated on the record as part of the agreement. Mr. Elkins is not saying he  
15 refuses to return it if he has it, but it was not an agreed upon court ordered obligation.

16 Pg. 5, Paragraph 5, lines 22-28: It was never discussed that Husband would have the  
17 obligation to market and sell the asset. In fact, Mr. Elkins had tried previously, and Dr. Dapra  
18 refused to allow him to do so. Both parties should be equally responsible to market and sell the  
19 asset with Dr. Dapra also allowing access to the property for Mr. Elkins to do so. This provision  
20 was revised in accordance with Mr. Elkins' position as outlined herein.

21 Pg. 6, Paragraph 5, Lines 3-6: Dr. Dapra having the ability to sell the RV through  
22 consignment with Western Skies RV was never discussed during the settlement nor was it put on  
23 the record.

24 Pg. 6, Lines 17-18. It was never agreed nor stated on the record that Mr. Elkins would  
25 return a spare key FOB if in his possession. Again he is not saying he would refuse to return it if  
26 he has it in his possession; however, this was not an agreed upon court ordered obligation.  
27  
28

1 Pg. 6, Lines 25-26: Again, the language added by Dr. Dapra was never agreed nor stated  
2 on the record. Again Mr. Elkins is not saying he would refuse to return the requested items if he  
3 has them in his possession; however, this was not an agreed upon court ordered obligation.

4 Pg. 7, Lines 4-8: Again, the language added by Dr. Dapra was never agreed nor stated on  
5 the record. Again Mr. Elkins is not saying he would refuse to return the requested items if he has  
6 them in his possession; however, this was not an agreed upon court ordered obligation.

7 Pg. 8, Paragraph 6, Lines 14-20: None of what Dr. Dapra is seeking to include was ever  
8 discussed at the settlement nor was it placed on the record. It would be inappropriate to include  
9 these terms in the Decree.

10 Pg. 9, Paragraph 8, Lines 6-7: Added that Wife shall receive her rightful death benefit  
11 "based upon the beneficiary benefits in place at the time of divorce" in the last sentence to clarify  
12 Wife is only to entitled to receive what is currently existing, not necessarily *all* death benefits per  
13 the language she wanted included.

14 Pg. 9-10, Paragraph 10: None of the language in the tax obligation paragraph that Dr.  
15 Dapra is asking to add was ever discussed nor stated on the record. Mr. Elkins does not agree to  
16 include language that was not stated on the record as part of the agreement.

17 Pg. 12, Paragraph III, Lines 19-20: It is unclear why Dr. Dapra wants this deleted. This is  
18 just to cover all claims that were made or could have been made in this action.

19 A clean copy of the revised Decree is attached hereto as Exhibit 2.

20 Affirmation pursuant to NRS 239B.030. The undersigned affirms that the preceding  
21 document does not contain the social security number of any person.

22 DATED this 19<sup>th</sup> day of May, 2021.

23  
24 Law Offices of Andrilea A. Aden, Esq., Chtd.  
25 19 Winter St.  
26 Reno, NV 89503  
27 (775) 622-9245  
28 /s/ Andrilea A. Aden, Esq.  
Andrilea A. Aden, Esq.  
Attorneys for Scott Elkins

LAW OFFICES OF ANDREA A. ADEN, ESQ., CHTD.  
19 WINTER ST. RENO, NEVADA 89503  
(775) 622-9245 FAX (775) 622-9275  
LICENSED IN NEVADA

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Law Offices of Andrea A. Aden, Esq., Chtd., over the age of 18, and that on the date set forth below, I served a true copy of:

• **RESPONSE TO PROPOSED EDITS AND REQUESTED CHANGES TO HUSBAND'S PROPOSED FINDINGS OF FACTS, CONCLUSIONS OF LAW, AND DECREE OF DIVORCE**

on the parties below by Electronic Service via ECF System:

Michael V. Kattelman, Esq.  
Silverman, Kattelman, Springgate, Chtd.  
500 Damonte Ranch Parkway, Suite 675  
Reno, NV 89521

DATED this 19<sup>th</sup> day of May, 2021.

/s/ Ashley Neighbors  
Ashley Neighbors

LAW OFFICES OF ANDREA A. ADEN, ESQ., CHTD.  
19 WINTER ST. RENO, NEVADA 89503  
(775) 622-9245 FAX (775) 622-9275  
LICENSED IN NEVADA

Dapra vs. Elkins

Case No. DV20-01349

Exhibit Number	Description	Number of Pages
1	Mr. Elkins' Revised Redlined Decree	18
2	Clean Copy of the Revised Decree	18

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Alicia L. Lerud  
Clerk of the Court  
Transaction # 8818825 : msalazarperez

# EXHIBIT 4

1 Michael V. Kattelman (NSB#6703)  
2 Silverman Kattelman Springgate, Chtd.  
3 500 Damonte Ranch Parkway, Suite 675  
4 Reno, Nevada 89521  
5 Attorneys for Plaintiff-Wife

6 **IN THE FAMILY DIVISION**  
7 **OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
8 **IN AND FOR THE COUNTY OF WASHOE**

9 GINA R. DAPRA,

10 Plaintiff-Wife,

Case No. DV20-01349

11 vs.

Dept. 16

12 SCOTT A. ELKINS

Defendant-Husband.

13  
14 **WIFE'S REPLY TO RESPONSE TO PROPOSED EDITS AND**  
15 **REQUESTED CHANGES TO DEFENDANT-HUSBAND'S PROPOSED**  
16 **FINDINGS OF FACTS, CONCLUSIONS OF LAW, AND DECREE OF**  
17 **DIVORCE.**

18 Comes now, Plaintiff-Wife, Gina R. Dapra, M.D. ("Dr. Dapra"), and files her *Reply*  
19 *to Response to Proposed Edits and Requested Changes to Defendant-Husband's*  
20 *Proposed Findings of Facts, Conclusions of Law, and Decree of Divorce.*

21 1. P. 2; l. 18: There is no requirement that the Court conclude an agreement  
22 between divorcing spouses be "fair." Dr. Dapra does not believe the agreement to be  
23 substantively fair to her, but she has agreed to resolve the matters agreed upon to end the  
24 litigation.

25  
26 2. P. 2; l. 26: "be" denotes a future time, while "are" confirms the restoration to  
27 single status as of April 30, 2021.

28 3. P. 3, ll-13: Dr. Dapra confirmed with U.S. Bank that they will not remove her

1 from the Accounts held in joint name; the accounts need to be closed. This does not  
2 impact Mr. Elkins' receipt of the funds.

3 4. P. 3, ll. 24-27: To receive a transfer of the funds, Mr. Elkins need open a  
4 Charles Schwab account as is common practice. Once Mr. Elkins receives the assets, he  
5 can then transfer the funds as he likes to a different brokerage house. It was agreed that  
6 the account at line item 19 would have no more fees transferred from that account to pay  
7 fees for other accounts. See Transcript, p. 6, ll. 19-22. This is the account at line item 17.  
8 If there are fees against the management of this account, it does not affect the equal  
9 division of the account.  
10

11 5. P. 4, ll. 14-18: It was specifically agreed that Judge Banales would issue the  
12 decision concerning the selection of the realtor. See Transcript, p. 7, ll. 8-23. Dr. Dapra's  
13 language is appropriate.  
14

15 6. P. 5, ll. 7-8. The Court is to reserve jurisdiction over ultimate issues in dispute  
16 concerning the sale, management, and payments with respect to the house, such as what  
17 will occur if Dr. Dapra need move from the marital residence, pending its sale. See  
18 Transcript, p. 11, ll. 8-9.  
19

20 7. P. 5, l. 11. Wife has been granted exclusive use and possession of the home while  
21 she occupies the same. For Mr. Elkins to dispute the return to her of a garage door opener  
22 used to enter the house is harassing. Dr. Dapra should not be made to continue to play  
23 Husband's games, wherein he states the garage door opener is not on the record and "Mr.  
24 Elkins is not saying he refuses to return it if he has it, but it was not an agreed upon court  
25 ordered obligation." The intent of the agreement was to provide Dr. Dapra peace and  
26 enjoyment of the home exclusively while she lives there.  
27

28 8. P. 5, ll. 22-28: Husband does not work outside of the home. He has the

1 knowledge concerning the trailer, and the time and ability to sell the same. Dr. Dapra is  
2 limited in her hours as an emergency physician. Dr. Dapra has a purchaser for the trailer,  
3 in the sum of \$9,500. Accepting the offer will resolve the issue.

4 9. P. 6, ll. 3-6: Once the Basque property sells, Dr. Dapra cannot store the  
5 motorhome. It makes sense to have Western Skies RV sell the asset, if by that point, the  
6 parties have been unable to sell it. Again, Dr. Dapra drafted these provisions for a meet  
7 and confer between counsel, which was not entertained. See *Proposed Edits*, filed May  
8 18, 2021, "for the purposes of counsel for the parties engaging in a meet and confer to  
9 resolve the language issues thereto." P. 1, ll. 20-23.

10  
11 10. P. 6, ll. 17-18. Wife is awarded the 2014 Range Rover. For Husband to  
12 comment that the key FOB was not a term specifically placed on the record is simply  
13 harassing. All items connected to the vehicle are part and parcel if this deal. Dr. Dapra  
14 should not be made to continue to play Husband's games, wherein he states "Mr. Elkins  
15 is not saying he refuses to return it if he has it, but it was not an agreed upon court ordered  
16 obligation."

17  
18 11. P. 7, ll. 4-8: Wife is awarded the 1943 MJ Military Jeep. For Husband to  
19 comment that the keys, registration documents, title documents, etc., were not terms  
20 specifically placed on the record is simply harassing. All items connected to the vehicle  
21 are part and parcel of this deal. Dr. Dapra should not be made to continue to play  
22 Husband's games, wherein he states "Mr. Elkins is not saying he refuses to return it if he  
23 has it, but it was not an agreed upon court ordered obligation."

24  
25 12. P. 8, ll. 14-20: Wife set forth this offer as a way to resolve the personal property  
26  
27



1 issues between the parties. As Husband has made clear he does not desire to consider the  
2 same, Wife shall proceed with the remaining litigation concerning the personal property  
3 inventory and division.

4 13. P. 9, ll. 6-7: The language shall clarify that Wife shall receive all death benefits  
5 to which she is entitled to as Mr. Elkin's Wife at the time of the divorce.

6 14. P. 9-10, ll. 10: While the material terms were placed on the record, the Court  
7 acknowledged during the proceedings that issues arise that invite further involvement  
8 with the Court to craft a complete settlement. Leaving the issue open with respect to the  
9 community liability for 2021 taxes only invites further litigation. Dr. Dapra's language  
10 seeks to resolve all issues including these tax matters. A complete settlement will not be  
11 had without such resolving language.

12 15. P. 12, ll. 19-20: Dr. Dapra cannot waive what she did not know about, and  
13 thus this language is inappropriate for Mr. Elkins to include in the Decree of Divorce.

14 Line Item Numbers 13, 14, and 15 from the marital balance sheet should be  
15 removed as those items are not assigned a value or given credit.

16 Dr. Dapra's proposed *Decree* and *MBS* for signature is attached as **Exhibit 1**,  
17 hereto.

18 As Mr. Elkins has chosen a briefing path separate and apart from the requested  
19 meet and confer, Dr. Dapra shall notice the Court of a need for a conference with the Court  
20 to resolve these issues and the selection of the realtor, the issue of which has been full  
21 briefed. Under NRS 239B.030 the undersigned affirms the preceding contains  
22 no social security number. DATED: This 8th day of June, 2021.

23  
24  
25  
26  
27  
28  
  
Michael V. Kattelman  
Attorneys for Plaintiff, Gina Dapra

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5 (b), I hereby certify that I am an employee of Silverman  
3 Kattelman Springgate, Chtd., and on the date set forth below, I caused to be served a  
4 true copy of the foregoing **Wife's Reply to Response to Proposed Edits and**  
5 **Requested Changes to Defendant-Husband's Proposed Findings of Facts,**  
6 **Conclusions of Law, and Decree Of Divorce** to the party(ies) identified below:  
7

8 \_\_\_\_\_ Placing an original or true copy thereof in a sealed envelope, postage  
9 prepaid for collection and mailing in the United States Mail at Reno, Nevada  
addressed to:

10 \_\_\_\_\_ Hand Delivery

11 \_\_\_\_\_ Facsimile to the following numbers:

12 \_\_\_\_\_ Federal Express or other overnight delivery

13 \_\_\_\_\_ Reno Carson Messenger Service

14 \_\_\_\_\_ Certified Mail, Return receipt requested

15 ☒ Electronically, VIA E-FLEX:

16 \_\_\_\_\_ Electronically, via Email:

17  
18 Andriea Aden, Esq.  
19 The Law Offices of Andriea A. Aden, Esq.  
20 19 Winter Street  
Reno, Nevada 89503  
andriea@adenlaw.net

21 Dated this 9 day of June 2021.

22   
23  
24  
25  
26  
27  
28

### INDEX OF EXHIBITS

Exhibit Number	Description	Number of Pages
1	Findings of Fact, Conclusions of Law, and Decree of Divorce	20
2		
3		

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Alicia L. Lerud  
Clerk of the Court  
Transaction # 8818825 : msalazarperez

# EXHIBIT 5

SILVERMAN  
KATTELMAN  
SPRINGGATE, Chtd.

www.sks-reno.com

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Michael V. Kattelman  
John P. Springgate  
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(775) 322-3223 Fax (775) 322-3649

November 7, 2021  
Via E-mail/U.S. Mail

Law Offices of Andriea A. Aden, Esq., Chtd.  
Andriea A. Aden, Esq. and Ashley Neighbors  
19 Winter Street  
Reno, Nevada 89503

**RE: Dapra/Elkins**

The following issues require resolution consistent with the parties' *Decree of Divorce*:

**1. 2018 Tax Return**

Dr. Dapra has now learned that on July 19, 2021, the Internal Revenue Service deposited the community property refund check of \$797.83 for the year 2018 into U.S. Bank account number 5101, of which Mr. Elkins had possession and control. One-half of the refund belongs to Dr. Dapra. It appears Mr. Elkins closed U.S. Bank account number 5101 on September 1, 2021, thereby keeping the entirety of the refund. Please have Mr. Elkins issue payment to Dr. Dapra in the amount of \$398.92 by November 12, 2021. See **Exhibit 1**. I can have a runner pick up the payment from your office before the close of business that day, along with the other requested payments detailed below.

**2. Transfer of 1943 Ford GPW Military Jeep.**

As title was not formally issued when Mr. Elkins took ownership/possession of the Military Jeep, a Bill of Sale needs to be completed from Mr. Elkins to Dr. Dapra. Mr. Elkins need fill out the seller information, and sign where indicated. See **Exhibit 2**. Please have Mr. Elkins do so by November 12, 2021, and our runner will pick up the form as well as the one-half share of the tax refund described above.

Dr. Edmiston also provided a book about old military Jeeps to the parties when the Jeep was purchased. That book should go with the Jeep. Please have Mr. Elkins deliver the book to your office with the tax refund payment for Dr. Dapra.

### **3. Recreational Trailer.**

Mr. Elkins was to list the trailer for sale.

On September 3, 2021, Mr. Elkins told Dr. Dapra he intended to make a flier to post at local evacuation centers to sell the trailer. To her knowledge, that never happened.

On September 4, 2021, Mr. Elkins appeared at the Basque Lane property to work on the vehicle. Mr. Elkins informed Dr. Dapra he would return to photograph the trailer for marketing purposes. To her knowledge, that never happened.

The trailer needs to be removed from the Basque property immediately as the real estate sale is closing. As Mr. Elkins is to list the trailer for sale, please advise of his plan to remove the trailer, store the trailer, and to get it listed and sold. It has been two months since Judge Schumacher advised Mr. Elkins to market and sell the trailer. Mr. Elkins rejected the consignment sale of the trailer; if he is now failing to list and market the trailer, we will ask the Court to make it his exclusive responsibility as the Basque property sells. Does Mr. Elkins agree to store the vehicle at his cost if he cannot keep it at his residence?

Further, Dr. Dapra paid for registration fees and insurance on the vehicle, post-divorce. Mr. Elkins one-half share is \$121.28. Please have Mr. Elkins pay his one-half share when he pays Dr. Dapra for one-half of the 2018 tax return refund. See **Exhibit 3**.

### **4. Expenses for Sale of Basque Lane**

In preparing the Basque Lane residence for sale, Dr. Dapra advanced \$7,048.45 for necessary repairs, equipment, and related items (excluding the Bidet which is included in the \$5,000 in repairs as part of the Carano contract). See **Exhibit 4**. As Dr. Dapra advanced these costs (and was also timely in her payments to Mr. Elkins under the *Decree of Divorce*), Mr. Elkins should pay his one-half share (\$3,524.23) now, rather than having the same distributed at the close of escrow. Please advise if Mr. Elkins will now pay his one-half share for pick up on November 12, 2021 with Dr. Dapra's one-half of the 2018 tax return refund and other requested payments. It need be clear that these expenses are not part of the \$5,000 in repairs as part of the Carano contract. These were expenses incurred in preparing the property for sale.

### **5. Personal Property**

Please have Mr. Elkins remove the following items from the Basque property now before closing:

- 1) the car battery he left behind in the barn;
- 2) the bucket of transmission fluid he left behind in the house garage;
- 3) the 2 large speakers he left in the work out room in the basement;

- 4) the metal bar for his weight machine; and
- 5) the garbage and any automotive items that he left behind in the barn

Please advise as to when Mr. Elkins will appear to remove these items.

Dr. Dapra asks that the following personal property be confirmed to her:

- "1) Cuisinart Crock Pot;
- 2) The down comforter that Scott removed without agreement from my green duvet cover;
- 3) The pieces of silverware that Scott took from the Basque house whereby breaking up the set;
- 4) The functional tractor/riding mower (and removal of the second mower);
- 5) The trash pump and hoses;
- 6) The sage colored living room couch and loveseat;
- 7) The LG washer and dryer set that is at the Basque house;
- 8) All of the patio and outdoor furniture at the Basque house;
- 9) The kitchen table and chairs at the Sorrento house;
- 10) The Samsung Crystal UHD 82 inch TV at the Sorrento house, purchased in Fall 2020;
- 11) Every wedding present that was given by my friends and family;
- 12) Range Rover key fob;
- 13) Two bar stools from the Basque house;
- 14) The broken Craftman mower and the scyth that we got from Dr. Edmiston."

Dr. Dapra also needs Mr. Elkins to return her nickel plated handgun to her, which she purchased for \$600.

In determining what other personal property items exist, Dr. Dapra notices frequent large cash withdrawals and large checks being issued from Mr. Elkins accounts over the years of marriage. Will Mr. Elkins please explain the cash withdrawals and will he provide an authorization for Dr. Dapra to get copies of the checks as noted in **Exhibit 5** hereto, to confirm those items did not go to personal property items? The burden and expense of getting the checks upon receipt of the authorization is Dr. Dapra's to bear, so Mr. Elkins is not prejudiced in Dr. Dapra securing and reviewing the check copies as obtained from an authorization. Several of the larger monetary transactions do not seem traceable into accounts disclosed during the divorce proceedings. If they went to personal property items, the same needs to be disclosed, identified, and explained.

Thank you for your assistance in this matter.

Respectfully,

/s/ Michael V. Kattelman, Esq.

cc: Gina Dapra

FILED  
Electronically  
DV20-01349  
2021-12-29 03:59:30 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 8818825 : msalazarperez

EXHIBIT 6





## LAW OFFICES OF ANDRIEA A. ADEN, ESQ., CHTD.

November 12, 2021

Sent via *C&H Couriers and Email*  
Michael Kattelman, Esq.  
500 Damonte Ranch Parkway, Suite 675  
Reno, Nevada 89521  
mvk@skcs-reno.com

**Re: *Dapra-Elkins v. Elkins***

Dear Mr. Kattelman,

I am in receipt of your November 8, 2021 correspondence and take this opportunity to respond.

### **2018 Tax Return**

Mr. Elkins was not aware that the tax refund was direct deposited into the US Bank Account. He has no issue providing Dr. Dapra her half of \$363.33, which is the correct amount as the refund was in the amount of \$726.65. Not, \$398.92 as stated in your letter. This is an issue that could have easily been brought up between the parties and was unnecessary to involve attorneys. I would also note that this letter was received in July, yet it is only being brought to our attention after additional hearings and months having passed by. Your arbitrary deadline of November 12 is unfounded. Your client has chosen to delay in bringing up this issue. That falls on her, not Mr. Elkins.

### **Military Jeep**

Attached please find the signed Bill of Sale. Mr. Elkins has also found the Jeep book. For clarity, this book does not go with the Jeep per se, but Mr. Elkins is willing to provide it to Ms. Dapra, which is enclosed herein. This is yet another issue that could have easily been brought up between the parties and was unnecessary to involve attorneys.

### **Recreational Trailer**

Mr. Elkins has been actively attempting to sell the RV and your client's representations are not accurate. Mr. Elkins has taken photographs and has distributed fliers. He also reached out to Ms. Dapra for the consignment sale information (if you recall – what your client was requesting be included in the Decree that was not stated on the record). She has refused to provide this information. Mr. Elkins has also reached out to the real estate agent on when the fifth wheel needs to be moved from the property, and it appears the house will be closing shortly

andriea@adenlaw.net	19 Winter Street
www.adenlaw.net	Reno, Nevada 89503
Office 775-622-9245	Fax 775-622-9275

PA0157



Letter to Michael Kattelman, Esq.  
Re: Dapra-Elkins v. Elkins  
November 12, 2021  
Page 2

before Thanksgiving. Thus, nothing needs to be removed before then. Mr. Elkins is agreeable to take it to the consignment dealer for price/sale consideration, he just needs the information from Ms. Dapra on where she wants it to be taken. Yet again another issue that could have been easily resolved between the parties if your client simply cooperated with her obligation to also assist in the sale.

Ms. Dapra only paid half of the insurance for the trailer. The entire insurance bill for the year was \$157.55. Mr. Elkins has since canceled the trailer insurance policy and Ms. Dapra will quite possibly receive a refund. He will provide \$43.50 which is half of the registration fee for the 5<sup>th</sup> wheel. Therefore, I include a check in the amount of \$406.83 for Ms. Dapra. Again, these issues could have easily been handled through the parties and given the small amount we are discussing seems to be a waste of client funds to involve attorneys on these minor issues.

#### **Expenses for Sale of Basque Lane**

Pursuant to the Decree of Divorce, all repairs must be agreed upon by the parties or ordered by the Court to occur if in dispute. Mr. Elkins was not consulted on any of the repairs listed in your letter, nor did the real estate agent make any recommendations to Mr. Elkins on these repairs. In fact, Mr. Elkins received the inspection report for the Basque lane house on 11/8/2021 and there is no mention of repairs. Some of the repairs listed in your letter are news to him, except the pond repair, which he specifically objected to and said to not use the company that Ms. Dapra and the realtor was insisting on using as they were not competent. Both Ms. Dapra and the relator ignored this objection.

As Mr. Elkins did not agree to these repairs nor were they ordered by the Court, he has absolutely no obligation to pay for them. Your client does not get to act unilaterally in this regard. However, in an attempt to resolve this matter, Mr. Elkins will agree to all the escrow request repairs. See Notice of Required Repairs and Addendum enclosed herein. The repair expenses shall come out of the closing. The house is set to close very soon, so Ms. Dapra will be compensated accordingly. Again, Mr. Elkins agrees to all the escrow requested repair expenses, but he will not agree to any of the repairs from your letter if they are not already identified in the Notice of Required Repairs and Addendum, nor the pond repair.

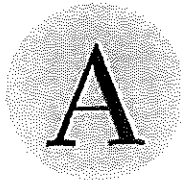
#### **Personal Property**

Mr. Elkins has no obligation to clean up the Basque Lane property, which it appears Ms. Dapra is requesting. Further as stated herein, the house will not be closing until a day or two before Thanksgiving. Thus, nothing needs to be moved before then. As far as the property she is insisting he take, he does not want any of it. She can keep it or dispose of it. To specifically respond to the list:

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www.adenlaw.net  
Office 775-622-9245

19 Winter Street  
Reno, Nevada 89503  
Fax 775-622-9275

PA0158



Letter to Michael Kattelman, Esq.  
Re: Dapra-Elkins v. Elkins  
November 12, 2021  
Page 3

- 1-The Car battery goes with her military jeep.
- 2-Mr. Elkins is not aware of a bucket of transmission fluid and he has no desire to keep it.
- 3-The 2 large speakers were left after he asked Ms. Dapra if she wanted them. If she does not want them, she can dispose of them.
- 4-He is not aware of any metal bar left behind for the weight machine. If she wants to provide him a picture, he can have a better idea what this object is.
- 5-He again has no interest in any garbage or other automotive parts he left behind. Again, he has no obligation to clean up garbage. The automotive parts he is aware of still at the house belong again to the military jeep.

If you want to file a motion requesting Mr. Elkins remove garbage from the home, go right ahead as you know full well this is not what was agreed to by the parties and your client has no legal basis to require Mr. Elkins to do so. We are really getting on the verge of petty issues here.

In regards to her request for personal property, she can have whatever is remaining in the home. Mr. Elkins has no additional items at that home that he is requesting. To specifically respond to her list:

- 1) The Crock Pot was thrown away as it was broken, as previously communicated on many occasions.
- 2) The down comforter was given to Mr. Elkins by Dr. Dapra when he was packing to move from Basque Ln. It was witnessed and documented by her paid third party that was present.
- 3) As previously communicated on multiple occasions, the silverware was never taken by Mr. Elkins. It was left as extras at Sorrento Lane when the parties bought Basque Ln. Mr. Elkins has since purchased new silverware and the 4 settings she is asking for were disposed of long ago. Arguably, Mr. Elkins should be entitled to half of the entire set as it was a wedding gift.
- 4) The functional riding mower and removal of the non-functioning mower: Dr. Dapra can have the functional riding mower. The non-functioning mower was a gift to her from her friend, Dr. Edmondson, along with a brush clearing machine. She can do what she wants with them.

5) She can have the pond pump/trash pump and hoses for it.

6) She can have the sage color couch and loveseat.

andriea@adenlaw.net

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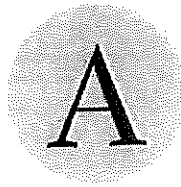
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19 Winter Street

Reno, Nevada 89503

Fax 775-622-9275

PA0159



Letter to Michael Kattelman, Esq.  
Re: Dapra-Elkins v. Elkins  
November 12, 2021  
Page 4

7) She can have the LG washer and dryer set that are in the Basque house.

8) Patio and outdoor furniture. She can have all of it.

9) Kitchen Table at Sorrento House: This is the first Dr. Dapra is requesting this. The table and chairs have always been in the Sorrento home. Mr. Elkins does not agree. Why exactly is she requesting this? She is retaining all furniture at Basque lane so why does she need additional furniture from Sorrento that has always been in Mr. Elkins' possession?

10) Samsung 82" TV. Not agreed. Again, this TV has always been in Mr. Elkins possession. Mr. Elkins' TV was at the Basque lane home and he needed a television. I would again inquire as to the basis as to why Dr. Dapra is requesting this.

These requests are really getting on the verge of petty and vindictive and I would hope you could perhaps exercise some client control on these very petty issues. Do you think the Court would really award her the kitchen table and TV in Mr. Elkins' home when she has her own kitchen table and TV's?

11) Every wedding present given by her family or friends. Please explain under what legal theory Dr. Dapra is entitled to every wedding present? And please also provide a list of each specific wedding present she is requesting. As you could hopefully appreciate, Mr. Elkins cannot read Dr. Dapra's mind or what specific gift she is requesting. I would also be curious as to what legal theory would support your client's contention that she is entitled to all wedding gifts.

12) Range Rover key fob. As communicated many, many, many times before, Mr. Elkins does not have it. It was in the same drawer as the jeep title and the key fob for Mr. Elkins' truck that she removed. She has them. She knows it. Please stop.

13) Two bar stools from the Basque house — Mr. Elkins is not aware of what this is. He has no bar stools and she can keep whatever bar stools she wants from the Basque lane home.

14) Broken mower and scythe — Agreed.

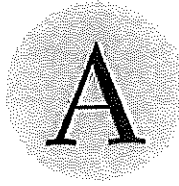
15) The nickel plated handgun was purchased prior to marriage by Mr. Elkins. In fact, this was a police officer to police officer department purchase. It is not Dr. Dapra's gun and it has never been in her possession. Therefore we object to her receiving this item.

In regards to your request for additional discovery, they are rejected. You have no legal basis to make any such demands. Discovery has closed. A settlement was reached. This fishing expedition is ridiculous. Perhaps we should discuss, as an example, the \$4,000 exercise equipment she purchased in violation of the mutual financial restraining order, or the \$2,000 at

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PA0160



Letter to Michael Kattelman, Esq.  
Re: Dapra-Elkins v. Elkins  
November 12, 2021  
Page 5

the Diamond Vault, or \$1,618 at Reno Mattress. Mr. Elkins has disclosed all of his accounts, and you are well aware of this as you served multiple subpoenas during the divorce process.


This over litigation needs to stop or Mr. Elkins will request attorney's fees.

Lastly, please advise on the status of the last two orders you were ordered to draft from the Conference Call that occurred on September 30, 2021 and the Conference Call that occurred on October 8, 2021.

As you are also aware, I am out of the office beginning November 10, 2021 until November 29, 2021 at the earliest due to very serious spinal surgery. If you proceed with filing any motions, this shall serve as an immediate request for an extension of time to respond until I am able to return to the office. If this letter is received after November 10, 2021, it is Ms. Miller signing on my behalf in my absence.

Please also sign the enclosed acknowledgment of receipt and return it to our office.

Sincerely,

  
Mikyla J. Miller, Esq. on behalf of  
Andriea A. Aden, Esq.

AAA/MJM/an  
Enclosures  
Cc: Scott Elkins

andriea@adenlaw.net | 19 Winter Street  
www.adenlaw.net | Reno, Nevada 89503  
Office 775-622-9245 | Fax 775-622-9275

PA0161

**ACKNOWLEDGMENT OF RECEIPT**

I, \_\_\_\_\_, an employee of Silverman, Kattelman, Springgate,

Chtd., acknowledges receipt of the following:

1) Check in the amount of \$406.83 made out to Ms. Dapra for ½ 5<sup>th</sup> Wheel Registration  
and ½ 2018 Tax Refund;

2) Handbook for Owners re: Military Jeep; and

3) DMV Bill of Sale re: Military Jeep.

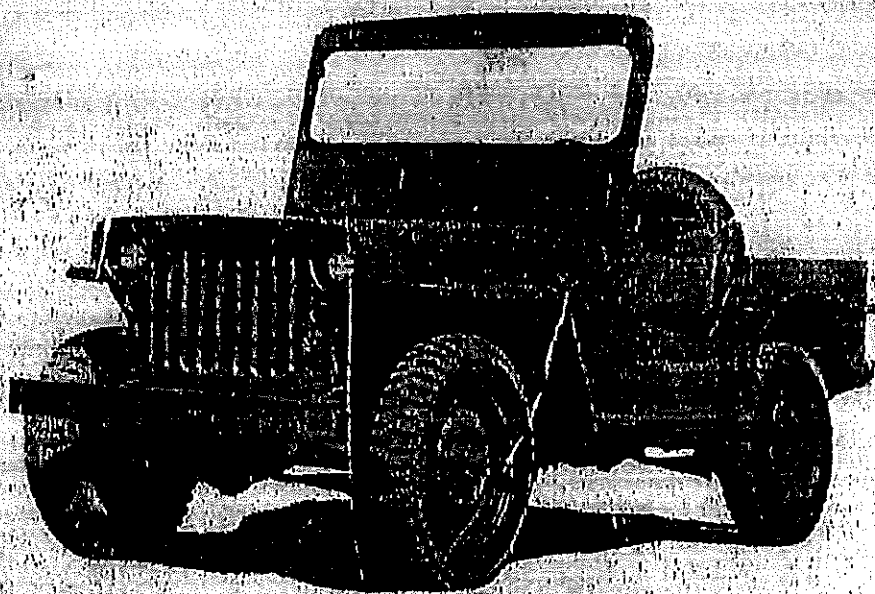
DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Employee of Silverman, Kattelman, Springgate, Chtd.

# HANDBOOK for OWNERS

## Military 1/4 Ton Rigs

COVERS: Willys Model MB  
and Ford Model GPW



FULLY ILLUSTRATED 3460



555 WRIGHT WAY  
CARSON CITY, NV 89711-0700  
Reno/Sparks/Carson City (775) 684-4DMV (4368)  
Las Vegas Area (702) 406-4DMV (4368)  
dmvnv.com

### BILL OF SALE

NRS 402.423

A Bill of Sale releases interest in a vehicle. A Certificate of Title or other ownership documents must accompany this form.

#### INSTRUCTIONS

- All areas must be completed in full.
- Complete the buyer area exactly as the new Certificate of Title will be printed.
- Any alterations or erasures will require additional documentation and/or verification.

Please print or type

Know all men by these presents

That in consideration of Zero - Direct Transfer Dollars (\$ 0.00) and other value consideration, the receipt whereof is hereby acknowledged, the undersigned (seller) does hereby sell, transfer and deliver unto:

**New Owner Information** (If more than two owners, complete and attach an additional Bill of Sale (VP104) form; indicate "AND" or "OR". between second and third owners)

Full Legal Name of 1<sup>st</sup> Buyer

GINA

DAE

DIAPRA

☐ and  
☐ or

Nevada Driver's License, Identification Card Number, Date of Birth, or FEIN for businesses

Physical Address

4265 BASQUE LANE RENO NV 89519

Mailing Address

4265 BASQUE LANE RENO NV 89519

Full Legal Name of 2<sup>nd</sup> Buyer

Nevada Driver's License, Identification Card Number, Date of Birth, or FEIN for businesses

Physical Address

Mailing Address

Buyer's Signature

Gina Dae

Note: only one signature is required (Buyer's signature and seller's signature)

Telephone

E-mail

Date 11/4/2021

his right, title and interest and to the following described vehicle:

Vehicle Identification Number

149614

Year 1993

Make FORD

Model TRUCK

☐ This vehicle has been Rebuilt as the term is defined in NRS 402.098

Buyer certifies Lien in favor of

If no lien exist, write the word "NONE" on the "Lien in favor of" line

NV Driver's License, Identification Card Number, Date of Birth, NV ELT # or FEIN for businesses

Address

Seller certifies that he is the lawful owner of said vehicle; that he has the right to sell the aforesaid; and that he will warrant and defend the title of same against the claims and demands of all persons whomsoever except lienholder noted above.

Seller's Full Legal Name

Scott

Anthony

ELKINS

Nevada Driver's License, Identification Card Number, Date of Birth, or FEIN for businesses

Mailing Address

2470 Sorrento Ln.

Sparks

89514 NV

Signature of Seller

Date 11-10-21



2018 IRS Tax Refund \$ 726.65  
2020/21 5<sup>th</sup> Wheel Reg Fees \$ 87.00

$\frac{1}{2} = 363.33$   
 $\frac{1}{2} = 43.50$   
\$ 406.83 Refunded

5<sup>th</sup> Wheel Insurance - State Farm \$157.55

Gina paid only  $\frac{1}{2}$  of this bill directly to State Farm [Ex. 3]

No refund owed to Gina for Scott's half

If anything, money is owed to State Farm

Scott A Blkins  
2470 Somerito Ln  
Sparks, NV 89434

4652

04-0014/0212

Nov 10, 2021

Date

CHECK NUMBER

Pay to the  
Order of Gina Dapra

\$ 406.83

Four hundred six and 83/100

Dollars



Printed  
Number



GREATER  
NEVADA  
Credit Union

PO Box 8100  
Garden City, NV 89702-8100

For 5<sup>th</sup> Wheel Reg, 1/2 Tax Refund 2018

03212804430

4652

Printed Date



## NOTICE OF REQUIRED REPAIRS



1 This written notice to the Offer and Acceptance Agreement dated 10/8/2021, regarding the property located at  
 2 4265 Basque Lane Reno NV 89519-7949  
 3 between Nicholas Bruno Nina Carano (BUYER)  
 4 and Scott A Elkins Gina R Dapra (SELLER),  
 5 is being attached this date 11/01/2021 and becomes effective when signed by all parties.

6  
 7 In accordance with the above referenced Offer and Acceptance Agreement, Buyer approves the inspection reports,  
 8 ☐ without any repairs, OR  
 9 ☒ subject to the following:

10 For the Piller to Post home inspection, CND pest inspection, Casio Heating & Air inspection and Bonanza septic inspection:

11 1.) Pg. 15 item 7.3.2: Using a licensed contractor repair the foundation walls are undermined in the crawlspace where  
 12 rodents have dug out soil to help minimize damage or movement potential of the foundation.

13 2.) Pg. 15 item 7.5.2: Using a licensed contractor repair floor joists that are moisture damaged where they intersect the  
 14 foundation walls and have been shimmed possibly in lieu of proper repairs, and some of the floor joists do not appear to  
 15 bear in their intended position. Some areas of the rim joist are moisture damaged. Recommend having a contractor evaluate  
 16 the floor framing and repair to promote the framing's intended function.

17 3.) Pg. 15 item 7.5.2 / CND Pest Report: Using licensed contractor repair rim joists that are moisture damaged.

18 4.) For CND Pest inspection:

19 Using a licensed pest contractor treat wood destroying fungus and minor dry rot present on the north rim joists in the  
 20 crawlspace.

21 5.) For Bonanza Septic inspection: Using a licensed contractor repair outlet baffle that has deteriorated, a tee needs to  
 22 be installed for proper operation of tank.

23 6.) Pg. 20 item 9.3.1 : Using a licensed electrician repair the drip loop is incorrectly oriented at service entrance  
 24 cable to promote moisture protection.

25 7.) Pg. item 24 10.6.3 Using a licensed HVAC contractor repair air conditioner #2 that has the incorrect size breaker  
 26 installed in the electrical panel, repair the bus bar that is loose in air conditioner #2's electrical disconnect box.

27 8.) For CASYS Heating and Air using a licensed HVAC contractor repair:

28 \*\* CONTINUED ON ADDENDUM 11.01.21. \*\*

29  
 30  
 31 SELLER shall have all agreed upon repairs completed no later than 5 days prior to Close of Escrow.

32  
 33 BUYER: Nicholas Bruno Dated: 11/01/2021 Time: 6:39 PM

34 Nina Carano Dated: 11/01/2021 Time: 5:37 PM

35 BUYER: Nina Carano Dated: \_\_\_\_\_ Time: \_\_\_\_\_

36 BUYER: \_\_\_\_\_ Dated: \_\_\_\_\_ Time: \_\_\_\_\_

37 BUYER: \_\_\_\_\_ Dated: \_\_\_\_\_ Time: \_\_\_\_\_

38  
 39 BUYER: \_\_\_\_\_ Dated: \_\_\_\_\_ Time: \_\_\_\_\_

40  
 41  
 42 SELLER acknowledges receipt of this Notice of Required Repairs and

43 ☐ agrees to all terms outlined; OR

44 ☐ signs this Notice subject to the attached Addendum.

45  
 46 SELLER: \_\_\_\_\_ Dated: \_\_\_\_\_ Time: \_\_\_\_\_

47 Scott A Elkins Dated: \_\_\_\_\_ Time: \_\_\_\_\_

48 SELLER: \_\_\_\_\_ Dated: \_\_\_\_\_ Time: \_\_\_\_\_

49 Gina R Dapra Dated: \_\_\_\_\_ Time: \_\_\_\_\_

50 SELLER: \_\_\_\_\_ Dated: \_\_\_\_\_ Time: \_\_\_\_\_

51  
 52 SELLER: \_\_\_\_\_ Dated: \_\_\_\_\_ Time: \_\_\_\_\_



# ADDENDUM # 11.01.21



1 This addendum to the Notice of Required Repairs dated 11/01/2021, regarding  
 2 the property located at 4265 Basque Lane Reno NV 89519-7949  
 3 between Nicholas Bruno Nina Carano and  
 4 Scott A Elkins Gina R Dapra  
 5 is being attached this date 11/01/2021 and becomes effective when signed by all parties.  
 6 Notice of Required Repairs continued...

7 8.) Per OASIS Heating and Air using a licensed HVAC contractor repair:  
 8 Furnace Unit 1: Attic right side cap is out of spec and should be replaced immediately  
 9 Furnace Unit 1: Attic right side no overflow/ safety shut off switch on coil  
 10 Furnace Unit 2: Attic left side no overflow/safety shut off switch on coil  
 11 Furnace Unit 2: Attic left side no overflow/safety shut off switch on coil  
 12 AC Unit 1: Right side need to add UV Cover over foam insulation to bring up to code  
 13 AC Unit 1: Left side inspected fused disconnect box at AC unit terminal block assembly is damaged and needs  
 14 to be replaced immediately to avoid fire hazard  
 15 AC Unit 2: Left side foam insulation cover on suction line is in-tac need to add UV cover to bring up to  
 16 code

17 9.) Pg. item 10 8.2.1: Clear the foundation vents of insulation in the crawlspace to promote proper  
 18 crawlspace ventilation. Insufficient Ventilation (See: Wood Destroying Pests Inspection Report from CAD)

19 10.) Pg. 27 item 11.5.1: Using a licensed plumber cap the open drain pipe in the garage wall to help  
 20 minimize sewage gas leakage and repair leaks in the crawlspace at the front guest tub drain pipe and P  
 21 trap.

22 11.) Pg. 27 item 11.4.2: Using a licensed plumber repair leaking valve in the basement crawlspace.

23 12.) Pg. 20 item 9.6.2: Using a licensed electrician repair the breakers that are not completely labeled  
 24 and repair the electrical panel dead front cover that is incorrectly installed.

25 13.) Pg. 35 item 14.3.2: Repair the front left and grill igniters that do not function properly.

26 14.) Pg. 36 item 14.8.2: Repair the trash compactor and the foot switch appears to have a malfunction.  
 27 15.) Pg. 13 item 4.6.1: Using a licensed contractor repair the chimney siding that is damaged and the  
 28 metal cap that ponds water.

29 16.) Pg. 22 item 9.10.3: Using a licensed electrician repair the GFCI receptacle on the exterior left of  
 30 the house that does not function.

31 17.) Pg. 30 item 11.10.2: Repair the bidet that is missing components and correct faucet handles that are  
 32 not symmetrical.

33 - END -

34 All other terms to remain the same.

35 Dated: 11/01/2021 Time: 5:39 PM Dated: \_\_\_\_\_ Time: \_\_\_\_\_

36 BUYER/TENANT: Nicholas Bruno SELLER/OWNER: Scott A Elkins  
 37 11/01/2021 5:39:18 PM PDT Nicholas Bruno

38 BUYER/TENANT: Nina Carano SELLER/OWNER: Gina R Dapra  
 39 11/01/2021 5:39:18 PM PDT Nina Carano

40 BUYER/TENANT: \_\_\_\_\_ SELLER/OWNER: \_\_\_\_\_

41 BUYER/TENANT: \_\_\_\_\_ SELLER/OWNER: \_\_\_\_\_

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44 BUYER/TENANT: \_\_\_\_\_ SELLER/OWNER: \_\_\_\_\_

45 BUYER/TENANT: \_\_\_\_\_ SELLER/OWNER: \_\_\_\_\_

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10 IN THE FAMILY DIVISION  
11 OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
12 IN AND FOR THE COUNTY OF WASHOE

13 GINA R. DAPRA,

14 Plaintiff,

15 vs.

16 SCOTT A. ELKINS,

17 Defendant.

Case No. DV20-01349

Dept. No. 16

18 **REPLY IN SUPPORT OF OBJECTION TO SUBPOENA AND MOTION FOR**  
19 **PROTECTIVE ORDER**

20 COMES NOW, Defendant, SCOTT A. ELKINS, by and through his attorney, Andriea A.  
21 Aden, Esq., and files his Reply Objection to Subpoena and Motion for Protective Order filed on  
22 December 8, 2021 seeking records from Mr. Elkins Greater Nevada Credit Union account. This  
23 Reply based upon NRCPC 45(4)(B)(i)-(iii), the papers and pleadings on file, the memorandum of  
24 points and authorities, and anything else this Court may choose to consider.

25 **MEMORANDUM OF POINTS AND AUTHORITIES**

26 To no surprise, Dr. Dapra begins her opposition outlining a litany of alleged facts  
27 attempting to paint Mr. Elkins in a bad light. This has been a consistent modus operandi of Dr.  
28 Dapra thought this entire process. However, not only are these allegations completely  
misrepresented, that have absolutely no relevance to the issue before the Court, which is a

1 subpoena that Dr. Dapra is seeking be served to obtain Mr. Elkins' financial information, post-  
2 divorce, which includes requesting statements *after* the parties divorced.

3 First and foremost, Mr. Elkins adamantly maintains there was never a reservation of  
4 discovery rights on this issue, as argued in the underlying motion and herein. Thus, Dr. Dapra's  
5 subpoena is improper on those grounds alone. However, for arguments sake, and the purpose of  
6 the Motion for Protective Order, even to accept Dr. Dapra's arguments that discovery rights were  
7 reserved, this does not, under any circumstances, entitle Dr. Dapra to receive any information  
8 related to Mr. Elkins' bank accounts or financial information after April 30, 2021, the date the  
9 parties put their divorce settlement on the record. Frankly, had the subpoena been properly  
10 limited in scope to statements through April 30, 2021, Mr. Elkins would not have bothered to  
11 object, and Dr. Dapra could continue to spend unnecessary funds to receive documents she  
12 already has; even though the subpoena is improper. It would not have been worth the cost of this  
13 litigation. Dr. Dapra's fatal error, among many, is seeking financial information for Mr. Elkins  
14 from after the divorce.

15 Dr. Dapra's own opposition supports this point. Absolutely none of what is argued in the  
16 opposition relates to any financial behaviors by Mr. Elkins after the parties reached a settlement  
17 agreement on April 30, 2021 and Dr. Dapra fails to argue at any point in her opposition why she  
18 is entitled to Mr. Elkins financial information after April 30, 2021.

19 Dr. Dapra also apparently appears to be confused as to the difference between dividing  
20 personal property and engaging in an all-out financial analysis of spending, which is a  
21 completely separate issue other than personal property. Nowhere in Dr. Dapra's opposition does  
22 she make the nexus between these alleged transfers and purchases of personal property. Alleged  
23 unaccounted for money does not equate to personal property and to make said argument without  
24

1 any factual basis to back it up shows just how far Dr. Dapra is reaching. Dr. Dapra also fails to  
2 acknowledge the fact, as outlined in the initial Objection and Motion, that Dr. Dapra was given  
3 full opportunity to not only do a walkthrough of the Sorrento Lane home where Mr. Elkins was  
4 residing, she retrieved property from that home as well. Every single allegation made by Dr.  
5 Dapra in her opposition was known to her at the time the settlement was reached on April  
6 30, 2021 when she knowingly and voluntarily entered into the settlement agreement on the  
7 record. Dr. Dapra was in possession of every single document that she would rely on to make  
8 the claims related to these alleged withdraws. Yet, at no time was this issue brought up by Dr.  
9 Dapra at either of the two settlement conferences. This issue was also never brought up at the  
10 August 17, 2021 hearing with Judge Schumacher to finalize the terms of the Decree. The parties  
11 went line by line on each issue in dispute and discussed each issue at length.  
12

13  
14 To further add to this point, as stated in Dr. Dapra's Opposition on pg. 5, beginning at  
15 line 16, there was additional discussion regarding personal property issues when finalizing the  
16 Decree, which occurred between April 30, 2021 and the August 17, 2021 hearing. However,  
17 notably absent from those correspondences was a request for additional bank statements or a full  
18 inventory of every single piece of personal property or ANY allegations related to funds  
19 withdrawn, etc. In fact, Dr. Dapra's requested change on the personal property paragraph was as  
20 follows:  
21

22 *Each party shall keep all of that personal property now in their respective possession as*  
23 *their sole and separate property, except that (i) Husband shall coordinate a time with*  
24 *Wife to appear at the Basque Lane residence to pick up his fish tank and wooden slats for*  
25 *the trailer, and (ii) Husband shall return to Wife her queen size down comforter which*  
26 *was previously held in the green duvet cover; the pieces of the silverware set he took*  
27 *from the Basque home (to keep the set intact); and the Cuisinart crockpot*

28 See *Opposition*, Ex. 2, pg. 8, paragraph 6. If it was Dr. Dapra's position that a full  
inventory was needed to make an allegation that hundreds of thousands of dollars is missing

1 (which again is not clear how that has anything to do with personal property), where was that  
2 request in this edit? Why was it not raised at either of the two settlement conferences or in the  
3 correspondence that followed when finalizing the Decree, or at the August 17, 2021 hearing  
4 finalizing the Decree? Dr. Dapra was in possession of the exact same information then as she is  
5 now, yet no claims were ever made. Dr. Dapra is attempting to re-litigate this divorce, not just  
6 personal property.  
7

8 Thus, the record clearly shows Dr. Dapra never raised these issues during the pendency  
9 of the divorce, or even after. She waived the right to make these claims when she entered into the  
10 settlement on April 30, 2021. The first Mr. Elkins became aware that Dr. Dapra was now  
11 demanding additional bank account statements was the November 7, 2021 correspondence,  
12 nearly seven months after they reached their settlement agreement. Mr. Elkins was frankly  
13 confused by this request, as one, it had never been made previously, and two, as stated multiple  
14 times herein, Dr. Dapra and her counsel were already in possession of every document they were  
15 requesting – so why would he need to provide it again? It also was very unclear, and remains  
16 unclear, what Dr. Dapra was alleging in regards to the personal property and how that relates to  
17 cash withdraws.  
18  
19

20 It has always been and continues to be Mr. Elkins' understanding the parties were to  
21 discuss the list of property that was exchanged that was in dispute, as clearly documented by the  
22 records and correspondence between the parties and counsel. These disputes again include a  
23 broken crockpot, 4 pieces of silverware, and a comforter. That is very different than an all-out  
24 financial investigation into spending. Based upon the evidence shown herein, in Dr. Dapra's own  
25 opposition, and the underlying motion, it is very clear this was also Dr. Dapra's understanding as  
26 the communications in regards to personal property exclusively related to exchange lists and  
27  
28

1 identifying items in dispute. At no time was a valuation true up of personal property ever  
2 requested. In fact, her requested revision to the Decree is the most telling, as quoted herein. The  
3 dispute was over a broken crockpot has now been blown up into a full blown waste argument,  
4 which again are two very different legal issues. Unfortunately, Dr. Dapra has the financial means  
5 to keep bringing Mr. Elkins back to court. He does not and has no desire to continue to engage in  
6 litigation with Dr. Dapra; but he will protect his financial information that Dr. Dapra is not  
7 entitled to. He had no choice but to object to the subpoena and seek a protective order.  
8

9 It is more than apparent this is nothing more than a poor attempt to try and re-argue  
10 martial waste, yet Dr. Dapra has not presented one single shred of evidence to this court that the  
11 issue of spending was reserved or how it relates to personal property. The underlying motion  
12 outlined the extensive discovery that occurred in this case, giving Dr. Dapra every single  
13 opportunity to obtain the information she was requesting, which she did. She had this  
14 information when she voluntarily entered the settlement agreement. To now argue that Mr.  
15 Elkins' alleged spending somehow relates to the issue of personal property is completely  
16 ridiculous. Dr. Dapra is on a witch hunt and this court cannot stand by and allow this to occur.  
17  
18

19 Interestingly, if Dr. Dapra wants to open up this can of worms, she will have some  
20 serious explaining to do herself. Dr. Dapra, who not only received a majority of the parties'  
21 personal property, Dr. Dapra has also spent hundreds of thousands of dollars that has been  
22 unaccounted for. In fact, she made many significant purchases during the pendency of the  
23 marriage and after she initiated this divorce. Just some examples are as follows:  
24

25 \$2,061.52 purchase on July 30, 2020 to Diamond Vault

26 \$1,618.56 purchase on September 11, 2020 to Reno Mattress

27 \$1,940.11 purchase on June 30, 2020 to Moana Nursey

28 \$2,109.62 purchase on October 10, 2020 to Costco



1 \$1,806.94 purchase on November 2, 2020 to Western Nevada Supply

2 \$4,390 purchase on October 13, 2020 to X Pilates Inc.

3 \$1,148.29 purchase on November 5, 2020 to X Pilates Inc.

4 Even more telling is these purchases, arguably, actually relate to items of personal  
5 property purchased by Dr. Dapra, including jewelry and a Pilates machine. Should this matter be  
6 fully litigated, there is no doubt Mr. Elkins would be owed a significant amount of money from  
7 Dr. Dapra if they equalized the respective personal property each received.

8 In sum, there was no reservation of discovery rights related to the issue of personal  
9 property. A reservation of jurisdiction does not equal a reservation of discovery rights and Dr.  
10 Dapra fails to cite any legal authority to support that position. For arguments sake, even if there  
11 was discovery rights, what Dr. Dapra is requesting in the subpoena at issue, specifically Mr.  
12 Elkins' financial information "to present", would not be permitted as she has no legal right to any  
13 financial information for Mr. Elkins after they were divorced. Moreover, as shown by Dr.  
14 Dapra's own arguments, this is not about personal property and she has failed to articulate to this  
15 court how this alleged spending or withdraws, which she knew about at the time of the divorce  
16 settlement, relates to the issue of personal property. Mr. Elkins continues to be confused by what  
17 Dr. Dapra is after, but his best guess is Dr. Dapra is attempting to re-open the issue of marital  
18 waste by couching it in a personal property claim. However, Dr. Dapra waived the right to make  
19 any marital waste claims, as did Mr. Elkins (who frankly has a better claim).

20 If this case gets re-opened, then it goes both ways, and Mr. Elkins wants a full analysis of  
21 every community dollar spent by Dr. Dapra that he was deprived of and a full division of every  
22 single item of personal property she retained, including the jewelry, the \$4,390 Pilates machine,  
23 and all other items of personal property she was able to keep from this divorce.

24 Interestingly, there is no pending motion before this court regarding the issue of personal  
25 property seeking the court to resolve the issue. So what exactly is Dr. Dapra after in seeking this  
26 subpoena? The answer is clear and it is to continue her ongoing harassment of Mr. Elkins.  
27  
28

1 Up until November 7, 2021, the parties' discussions in regards to personal property were  
2 fighting over a crockpot and a comforter, among other small items. Mr. Elkins waived a  
3 significant amount of value in the personal property for the sake of being done. Dr. Dapra is  
4 clearly refusing to let this divorce go and is being fueled by emotions and her hatred of Mr.  
5 Elkins by draining his limited financial resources. This simply cannot be permitted to occur by  
6 this court. As such, Mr. Elkins requests that this Court issue a protective order in favor of Mr.  
7 Elkins protecting his financial information after April 30, 2021 and order that Dr. Dapra has no  
8 discovery rights to serve this subpoena. Mr. Elkins also renews his request for attorney's fees, as  
9 briefed in his initial motion.

10 **CONCLUSION**

11 Dr. Dapra is harassing Mr. Elkins. She has requested documents through a subpoena,  
12 when she does not have subpoena power. She is further requesting documents that are not even  
13 relevant to the community. Ultimately, this Court should grant a protection order from this  
14 subpoena in compliance with NRCP 45(4) and award Mr. Elkins his fees for having to file this  
15 objection and motion.

16  
17 **Affirmation pursuant to NRS 239B.030.** The undersigned affirms that the preceding  
18 document does not contain the social security number of any person.

19  
20 DATED this 3<sup>rd</sup> day of January, 2022.

21 Law Offices of Andriea A. Aden, Esq., Chtd.  
22 19 Winter Street  
23 Reno, NV 89503  
(775) 622-9245

24 /s/Andriea A. Aden, Esq.  
25 Andriea A. Aden, Esq.  
26 Attorney for Scott Elkins  
27  
28

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Law Offices of Andriea A. Aden, Esq., Chtd., over the age of 18, and that on the date set forth below, I served a true copy of:

- **REPLY IN SUPPORT OF OBJECTION TO SUBPOENA AND MOTION FOR PROTECTIVE ORDER**

on the parties below by Electronic Service via ECF System:

Michael V. Kattelman, Esq.  
Silverman, Kattelman, Springgate, Chtd.  
500 Damonte Ranch Parkway, Suite 675  
Reno, NV 89521

DATED this 3<sup>rd</sup> day of January, 2022.

/s/ Ashley Neighbors  
Ashley Neighbors

1  
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5 IN THE FAMILY DIVISION  
6 OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
7 IN AND FOR THE COUNTY OF WASHOE  
8  
9

10 GINA DAPRA,

11 Plaintiff,

Case No. DV20-01349

12 vs

Dept. No. 16

13 SCOTT ELKINS,

14 Defendant.

15 **ORDER SETTING HEARING**

16 A *Decree of Divorce* was entered on August 26, 2021, which memorialized the terms  
17 of the global settlement reached by the parties following their Settlement Conference with  
18 the Court on April 30, 2021.

19 On December 8, 2021, Plaintiff, Gina Dapra, filed a *Notice of Subpoena Duces*  
20 *Tecum* for Greater Nevada Credit Union seeking "the inventory, location, and division of  
21 the entirety of the personal property remains for resolution, as set for in the Findings of  
22 Fact, Conclusions of Law and Decree of Divorce. As the inventory and division of all of the  
23 community personal property remains unresolved, and as Defendant wrote substantial  
24 checks and made significant cash withdrawals which are untraceable to the assets already  
25 divided between the parties, a review of these checks and cash withdrawals is necessary."

26 On December 14, 2021, Defendant, Scott Elkins, filed an *Objection to Subpoena and*  
27 *Motion for Protective Order* under NRCP 45(4)(B)(i) – (iii) asserting that Plaintiff must  
28 first file a motion to conduct post-decree discovery under NRCP 16.21, that the property

1 issues have been fully and finally decided under the *Decree*, and that the information  
2 sought is irrelevant.

3 On December 29, 2021, Plaintiff filed an *Opposition* arguing discovery is  
4 appropriate and that the Court retains jurisdiction pursuant to the express language in the  
5 *Decree* which provides that “the parties have not fully resolved their personal property  
6 disputes. The parties are obligated to cooperate to divide any remaining personal property  
7 with the Court retaining jurisdiction over the same.” 2:9-12 (citing the *Decree*, 7:21-25).  
8 Plaintiff argues that the bank accounts are personal property under this provision and  
9 therefore discovery remains open.

10 On January 3, 2022, Defendant filed a *Reply* asserting that the issue of personal  
11 property is separate and distinct from bank accounts and alleged unaccounted for funds;  
12 that such claims were waived upon entering into the settlement on April 30, 2021, and  
13 cannot be renewed 7 months later. He further asserts that Ms. Dapra had all of the  
14 necessary documents regarding the bank accounts through April 30, 2021 when this  
15 matter was settled, and if the subpoena had been limited in scope to only those documents  
16 through April 30, 2021, Mr. Elkins would not have spent legal funds disputing the  
17 subpoena.

#### 18 Order

19 Based on the foregoing, the Court deems a hearing necessary. The parties are on  
20 notice that the purpose of the hearing will be to address the singular issue of whether Ms.  
21 Dapra’s subpoena is appropriate under the Court’s reservation of jurisdiction to divide  
22 items of personal property consistent with the terms of settlement; or whether it is an  
23 impermissible attempt to engage in post-decree discovery without seeking leave of court.  
24 The subpoena shall be stayed in the interim until this matter is heard.

1 The parties shall contact Department 16 within 10 days at 775-328-3157 or  
2 [diana.zuccarini@washoecourts.us](mailto:diana.zuccarini@washoecourts.us) to schedule a 1-hour hearing. Due to the ongoing  
3 COVID-19 health crisis, this hearing will be conducted remotely through Zoom. Directions  
4 on how to participate in the hearing will be issued prior to the hearing date.

5 Dated: January 14, 2022

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8 Aimee Bahales  
9 District Judge  
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court, and that on the \_\_\_\_\_ I deposited for mailing, first class postage pre-paid, at Reno, Nevada, a true and correct copy of the foregoing order addressed to:

I certify that on January 14, 2022, I electronically filed a true and correct copy of the foregoing with the Clerk of Court by using the ECF system which will send a notice to:

ANDRIEA ADEN, ESQ. for SCOTT ANTHONY ELKINS

MICHAEL KATTELMAN, ESQ. for GINA R. DAPRA



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Judicial Assistant

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3 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF  
4 NEVADA

5 IN AND FOR THE COUNTY OF WASHOE

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8 GINA R. DAPRA,

9 Plaintiff,

10 vs.

11 SCOTT ANTHONY ELKINS,

12 Defendant.

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:  
: Case No. DV20-01349  
: Dept No. 16  
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13 =====  
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15 TRANSCRIPT OF PROCEEDINGS

16 Hearing

17  
18 March 21, 2022

19 Reno, Nevada  
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23 SUNSHINE LITIGATION SERVICES  
TRANSCRIBED FROM JAVS CD

24 Transcribed By: GAIL R. WILLSEY, CSR #359, CA CSR  
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A P P E A R A N C E S

FOR THE PLAINTIFF:  
SILVERMAN, KATTELMAN SPRINGGATE, CHTD.  
By: Michael Kattelman, Esq.  
500 Damonte Ranch Parkway #675  
Reno, Nevada 89521

FOR THE DEFENDANT:  
LAW OFFICES OF ANDRIEA ADEN  
By: Andriea Aden, Esq.  
243 Stewart St.  
Reno, Nevada 89501

1 \*\*\*^\*\*\*

2 RENO, NEVADA, MARCH 21, 2022, 4:00 P.M.

3 \*\*\*^\*\*\*

4  
5 THE CLERK: Good afternoon.

12:17PM

6 This is the Second Judicial District Court,  
7 State of Nevada, County of Washoe, the Honorable Linda  
8 Gardner presiding.

9 THE COURT: Good afternoon.

10 Is it Dr. Dapra? Mr. Kattelman, can you hear  
11 me?

12:17PM

12 MS. ADEN: I can hear you. I cannot hear  
13 them.

14 THE COURT: Oh, okay. Ms. Aden, good  
15 afternoon.

12:18PM

16 MS. ADEN: Good afternoon.

17 THE COURT: And this is Mr. Scott Elkins,  
18 your client?

19 MS. ADEN: Yes. He's present with me in my  
20 office.

12:18PM

21 THE COURT: Thank you.

22 And Dr. Dapra, Mr. Kattelman, can you hear  
23 me?

24 MR. KATTELMAN: Hi, your Honor, can you hear

1 me?

2 THE COURT: There you are. You're the best  
3 Mr. Kattelman. There we are.

4 MR. KATTELMAN: Thank you, your Honor.

5 THE COURT: And doctor is it Dapra or? 12:18PM

6 MR. KATTELMAN: Dapra.

7 THE COURT: I had it wrong on all accounts.

8 Dr. Dapra, good afternoon. Very

9 unfortunately Judge Banales was called out of the  
10 office today. They contacted me yesterday on an 12:19PM  
11 emergency basis to come in. I've reviewed all the  
12 pleadings.

13 This is Case Number DV20-01349. Dr. Dapra  
14 and Mr. Elkins, sir, will you please raise your right  
15 hand to be sworn. 12:19PM

16 (The witnesses were sworn.)

17 THE COURT: Thank you.

18 This was the time and place set pursuant to  
19 Judge Banales' order stating that the issue at this  
20 hearing was only regarding Dr. Dapra's subpoena that 12:19PM  
21 was sent and the objection that was filed shortly  
22 thereafter by Ms. Aden.

23 So before I start, I'll turn to the  
24 attorneys. I'll start with you, Ms. Aden, have you

1 resolved any of these issues with Mr. Kattelman or by  
2 way of very brief opening, where are we?

3 MS. ADEN: Inaudible -- your Honor. It is  
4 our position today the subpoena is improper on  
5 multiple reasons and I'm prepared to present my  
6 argument to the court in that regard.

12:23PM

7 THE COURT: Okay. By way Mr. Kattelman a  
8 very brief opening and your position, sir.

9 MR. KATTELMAN: Your Honor, our position is  
10 that on -- this is a very narrow issue for the court  
11 to actually consider.

12:23PM

12 The question is whether on the issue of  
13 personal property and the court's retention of  
14 jurisdiction whether we're improperly somehow seeking  
15 post judgment discovery versus discovery in the normal  
16 course of things because of that retention and  
17 jurisdiction.

12:24PM

18 As to my opening, your Honor, the decree of  
19 divorce was entered on August 28, 2021 and it relates  
20 back to the parties settlement in April of 2021. But  
21 the court, at Page 7 of the decree, lines 21 to 25 at  
22 Personal Property, the parties didn't resolve the  
23 personal property issues. The decree notes:

12:24PM

24 "The parties have not fully resolved their

1 personal property disputes. The parties are obligated  
2 to cooperate to divide any remaining personal property  
3 with the court retaining jurisdiction over the same."

4 In order to do that, we need a complete  
5 inventory of the personal property. When we look at  
6 certain bank accounts, we see money flowed out during  
7 the marital period of over \$100,000, actually \$120,000  
8 which we can't trace into the other assets that have  
9 already been divided.

12:25PM

10 In this age of crypto currency, gold, silver,  
11 firearms and things of other value, we have a right to  
12 make sure that we have a complete inventory. We know  
13 that we're not in post judgment on these issues  
14 because the Supreme Court tells us that.

12:26PM

15 The Supreme Court tells us both in Smith V  
16 Smith which is 100 Nevada 610 and Lee versus GNLV at  
17 116425 that in order to have any sort of a post  
18 judgment, you first need a judgment and we don't have  
19 a judgment on personal property. That's the whole  
20 point of retaining jurisdiction. If you have an open  
21 issue, then that means the complaint is open for  
22 personal property which means we're properly  
23 proceeding under NRCP 16.2 and moving forward with  
24 discovery.

12:26PM

12:27PM

1           On November 7th, I sent a letter to Ms. Aden  
2 and asked her -- and asked her would she agree to an  
3 authorization for me to simply go get, without any  
4 expense to her client, the checks at issue up through  
5 March of 2021 so that we could confirm those didn't go  
6 to any sort of personal property.

12:28PM

7           The response was, no. That left me without  
8 that authorization ability to have to subpoena. We  
9 subpoenaed them through present because it may be that  
10 Mr. Elkins is selling property, personal property,  
11 that would show in the bank accounts.

12:29PM

12           My understanding is that Ms. Aden said if we  
13 restricted our subpoena to the April -- end of April  
14 2021, he wouldn't have objected. Well, I would be  
15 happy to do that but I tried to limit it back in  
16 November of 2021 when we sent my letter asking for the  
17 authorization.

12:29PM

18           So I would be happy to limit it to that but I  
19 need to know that we still have discovery rights going  
20 forward on this issue of personal property because  
21 that's where the judge retained jurisdiction over it.  
22 We have a bifurcated proceeding. That's been signed  
23 off of on. That was negotiated with Judge Schumacher.  
24 It was signed off in a Decree of Divorce by Judge

12:29PM

1 Banales.

2 So until we wind up those personal property  
3 issues, we have those discovery rights and that's  
4 under which I've issued the subpoena for this  
5 information.

12:30PM

6 THE COURT: Okay. So Ms. Aden, before I turn  
7 to you, I'm going to ask a question. This was only  
8 set for an hour.

9 Mr. Kattelman, the subpoena goes back prior  
10 -- the settlement conference was April 30th yet the  
11 subpoena goes back prior to that, correct?

12:30PM

12 MR. KATTELMAN: Yes, your Honor, it goes back  
13 to the -- during the marital period so that we can  
14 confirm that we are aware of where money went.

15 THE COURT: Okay. No, I understand that.

12:31PM

16 MR. KATTELMAN: And all personal property is  
17 accounted for.

18 THE COURT: Okay. So specifically you sent  
19 the subpoena, was it the Greater Nevada Credit Union?

20 MR. KATTELMAN: Yes, your Honor because --  
21 yes.

12:31PM

22 THE COURT: And that account was specifically  
23 addressed in the transcript that Ms. Aden attached I  
24 believe as Exhibit 1 to her objection. Was that line

1 eight; I don't have a copy of the final Marital  
2 Balance Sheet?

3 MR. KATTELMAN: That's probably true, your  
4 Honor, but we're not asking to divide that account.  
5 That's already been divided.

12:31PM

6 What we're looking for is there were checks  
7 issued from that account. Those checks went somewhere  
8 to purchase something and we need to know what it  
9 purchased to make sure that we have covered all of our  
10 personal property.

12:32PM

11 THE COURT: Wouldn't that have been  
12 discoverable by you prior to the settlement  
13 conference?

14 MR. KATTELMAN: Yes. It's still discoverable  
15 to us now because we reserved that issue of personal  
16 property that was -- inaudible -- closed.

12:32PM

17 We went into the settlement conference. We  
18 resolved all issues except personal property which  
19 means we get to continue to conduct discovery until  
20 personal property is done and we have a judgment to  
21 that effect. So on that issue, the complaint is still  
22 open.

12:32PM

23 Let me be clear, we're not seeking to pursue  
24 after the division of accounts that's already been



1 divided. We're just looking for information -- that's  
2 an account that holds money now. What we're looking  
3 for there was money during the marriage that went out  
4 of it to purchase things. We need to make sure we  
5 have a complete inventory of personal property, what  
6 was bought.

12:33PM

7 In this age of crypto currency and gold and  
8 silver and things that are difficult to track, we need  
9 to see those checks, what they went to. If they went  
10 to personal property, we get to know that and if they  
11 didn't, then we wouldn't have any further litigation  
12 or issues on that.

12:33PM

13 THE COURT: Okay. Ms. Aden?

14 MS. ADEN: Your Honor, so the issue is  
15 whether the subpoena is appropriate or court's  
16 reservation of jurisdiction regarding the issue of  
17 personal property or if leave of court is needed. Dr.  
18 Dapra is alleging issues remain in regards to issues  
19 of personal property to justify the subpoena.

12:34PM

20 First and foremost, this is a marital --  
21 inaudible -- claim versus a property issue and I can  
22 -- you'll see how clear that is.

12:35PM

23 First, this is a subpoena that relates to  
24 bank accounts which have nothing to do with personal

1 property. The parties already had a full resolution  
2 of the division of all bank accounts at the April 30,  
3 2021 settlement conference. There was no reservation  
4 of jurisdiction on the issue of the bank accounts.  
5 That issue alone makes the subpoena invalid.

12:36PM

6 Second, the subpoena also seeks Mr. Elkins'  
7 bank accounts from the Greater Nevada Credit Union and  
8 copies of all checks from January of 2014 to present.  
9 This was filed in December of 2021, nine months after  
10 the parties put their settlement on the record thus it  
11 was seeking bank account statements after April 30 of  
12 2021 which is inappropriate.

12:37PM

13 In reviewing Mr. Kattelman's letter that he  
14 sent on this issue on November 7th or 8th I believe  
15 which is the first time we were made aware of this  
16 issue, which I will get into more specifically, no  
17 authorization was attached nor was there any statement  
18 of restriction of the documents that they were  
19 requesting in that letter.

12:37PM

20 So for that reason, the subpoena is improper  
21 as it's seeking bank account statements and  
22 information after the parties reached their settlement  
23 on April 30th.

12:38PM

24 Third, as your Honor has already alluded to,

1 Dr. Dapra already had all of this information at the  
2 settlement conferences that occurred in April of 2021.  
3 Specifically with their final agreement being put on  
4 the record on April 30th of 2021. Prior to that and  
5 throughout the pendency of this action, Dr. Dapra  
6 served 13, one three, 13 subpoenas to financial  
7 institutions for Dr. Elkins -- Mr. Elkins, excuse me,  
8 including Greater Nevada Credit Union accounts that  
9 they are part of the specific to the subpoena as well.

12:39PM

10 THE COURT: Prior to the settlement, she  
11 served 13 --

12:40PM

12 MS. ADEN: Thirteen subpoenas.

13 THE COURT: Prior to settlement?

14 MS. ADEN: Prior to settlement.

15 THE COURT: And was one of them to Greater  
16 Nevada?

12:40PM

17 MS. ADEN: It was. From January 1st, 2014 --  
18 well, January 1st, 2014 -- inaudible -- at that point  
19 when it was filed in this prior to the settlement  
20 conference. She had those same -- inaudible --  
21 otherwise attached to the letter is a very detailed  
22 list going back to 2014 which we could go on and on  
23 and on about how irrelevant that is with regards to  
24 this issue but how would she have these withdrawals to

12:40PM

1 list in the letter that he attached if she didn't have  
2 the statements to have this information. Her own  
3 argument is moot because she's admitting she had the  
4 information, otherwise she wouldn't be able to make  
5 this list.

12:41PM

6 Additionally, Mr. Elkins produced 830 pages  
7 of discovery including his Greater Nevada Credit Union  
8 statements from October of 2019 through March 31 of  
9 2021. I attached my discovery so that those were  
10 produced as well. Thus it is undisputed that Dr.  
11 Dapra had all of this information including all of  
12 these bank account statements at the time of  
13 settlement. Her claim to say otherwise is completely  
14 false.

12:42PM

15 At this point, how these withdrawals relate  
16 to personal property is still a mystery to me. So I'm  
17 -- inaudible -- to determine it's not needed or  
18 alternatively if your Honor were to grant it, I would  
19 say it still needs to be --inaudible -- but she  
20 already had these documents so what's the point of a  
21 subpoena.

12:42PM

22 It's our position this is a blatant act of  
23 harassment and the record is more than clear to show  
24 this. Beyond that point, my next point is this as an

12:43PM

1 issue of personal property so what did that  
2 reservation of jurisdiction allow in regards to  
3 discovery.

4 The decree states, "The parties have not  
5 fully resolved their personal property disputes. The  
6 parties are obligated to cooperate to divide any  
7 remaining personal property and the court will retain  
8 jurisdiction over the same."

12:43PM

9 It does not state there's a dispute as to the  
10 funds used to purchase this personal property. It  
11 does not state there's a dispute as to equalizing the  
12 value of this personal property, nothing.

12:44PM

13 What's important here, your Honor, is as  
14 attached to my motion, there was multiple  
15 conversations and communications and acts that  
16 happened in regards to personal property. Multiple  
17 walkthroughs, moving days that were scheduled,  
18 multiple letters that were sent back and forth with  
19 detailed lists of what was at dispute. At the end of  
20 the day, it was comforter, a crock pot, a few pieces  
21 of silverware and Dr. Dapra wanted Mr. Elkins to come  
22 to her home to clean up some trash.

12:44PM

12:45PM

23 MR. KATTELMAN: I'm going to object on those  
24 statements because they're getting into settlement.

1           We tried to settle with Judge Schumacher. We  
2 could not reach a settlement on those issues which is  
3 why the court reserved jurisdiction. So I would ask  
4 that that be stricken when it gets into settlement  
5 because we're not settled.

12:46PM

6           MS. ADEN: Inaudible -- attaching your  
7 proposed revisions to the decree.

8           Let me put it this way I'm still at a loss at  
9 exactly how I'm supposed to deal with personal  
10 property and what exactly she's after. Let me put it  
11 this way, at no time during any of these  
12 communications which are not settlement it was an  
13 ongoing discussion regarding personal property  
14 attached as Exhibit 2 to five to my motion. At no  
15 point during any of these communications did she ever  
16 bring up the issue of these funds. At no point in her  
17 Settlement Conference Statement which is filed with  
18 this court was it brought up.

12:46PM

12:47PM

19           MR. KATTELMAN: And, your Honor, again, I'm  
20 going to object because that leads us to what we  
21 talked about with Judge Schumacher, what we told her  
22 we did and did not have for reasons we could or could  
23 not settle. That's getting into -- we had two days  
24 and couldn't settle personal property. The court has

12:47PM

1 reserved that issue.

2 THE COURT: Excuse me, I'll sustain that  
3 objection. I don't think it's germane to what we're  
4 talking about today.

5 I think what we're talking about today I  
6 think she had an opportunity to subpoena the documents  
7 in the Greater Nevada Credit Union, the case settled  
8 in April. I think that a subpoena was inappropriately  
9 sent.

12:48PM

10 I'm going to defer the issue of attorney's  
11 fees to Judge Banales because I don't have a feel for  
12 the case or these people or I don't have a feel for  
13 it. I just came in on one issue. That would be my  
14 ruling unless I'll briefly turn to both of you if you  
15 have anything else to say.

12:48PM

16 But I agree, I think that Greater Nevada  
17 Credit Union was disposed of on the April 30th, 2021  
18 settlement.

12:49PM

19 MR. KATTELMAN: Your Honor, if I may?

20 THE COURT: Go ahead.

12:49PM

21 MR. KATTELMAN: It's not the substance of the  
22 account. What we are asking for, which we could not  
23 get before, were copies of the checks. What we did  
24 was subpoena the statements. The statements came to

1 us. They don't list out where the money went  
2 throughout the period of time. In order to get that  
3 information, we have to look at the copies of the  
4 checks.

5 So we do have a dispute of the division of 12:50PM  
6 the accounts. What we're looking for is information  
7 that's not on those statements. It's here's where the  
8 money was pulled out of in that account during the  
9 marriage and here's where it went. In order to know  
10 that, we have to have the copy of the check. That 12:50PM  
11 relates to where and what was bought personal property  
12 wise. It has nothing to do with any of the issues we  
13 settled in April. We have a bifurcated hearing.

14 THE COURT: But didn't you know that, Mr.  
15 Kattelman, or didn't you have the opportunity to know 12:50PM  
16 it if you subpoenaed specifically Greater Nevada  
17 Credit Union and she produced statements or excuse me,  
18 they produced statements from October '19 through  
19 March of '21. If you had those statements at that  
20 point before settlement if you had queries or interest 12:56PM  
21 into what those checks were, wouldn't that have been  
22 the appropriate time to get a copy of the check?

23 MR. KATTELMAN: But that's why we didn't  
24 settle that issue, your Honor, it was still open.



1 MS. ADEN: That is not true.

2 THE COURT: Ms. Aden, let him finish.

3 MR. KATTELMAN: Inaudible -- what we got into  
4 with judge Schumacher, we couldn't settle that issue  
5 because we needed more information and that's what we  
6 did.

12:56PM

7 This is a bifurcated proceeding. The court  
8 has not issued a judgment on personal property.  
9 Discovery is still open on personal property and  
10 that's what we're pursuing. This has nothing to do  
11 with the division of the Greater Nevada Credit Union  
12 account at the time of the divorce. This is  
13 different.

12:57PM

14 This is a discovery matter where the Supreme  
15 Court has said that if an issue is not settled at the  
16 time of the decree, then at that point, the complaint  
17 is still open on that issue. If the complaint is  
18 still open, we have discovery rights to make sure we  
19 have a full and complete inventory of all personal  
20 property.

12:57PM

12:57PM

21 We get free reign of discovery to make sure  
22 we have a list of all of that property, make sure that  
23 there weren't things that were purchased during the  
24 marriage that are outstanding out there, crypto

1 currency, silver, gold, those types of things.

2 We need the copies of the checks because the  
3 statements don't tell us. They say check number 500  
4 was written on X day for X amount. It doesn't tell us  
5 where it went, what the check was for. That's why we  
6 need it to do a full investigation of personal  
7 property.

12:58PM

8 MS. ADEN: Except his argument, your Honor,  
9 would have to conclude that Dr. Dapra negotiated in  
10 bad faith at the settlement conference.

12:59PM

11 MR. KATTELMAN: No. This is a separate  
12 issue. This is reserved by the court's order.

13 MS. ADEN: There's actually also a statement  
14 in the decree that Mr. Elkins said under oath that he  
15 owns no crypto currency. So --

12:59PM

16 MR. KATTELMAN: This is an issue --

17 THE COURT: Mr. Kattelman, don't interrupt  
18 her, let her finish.

19 Go ahead, Ms. Aden.

20 MR. KATTELMAN: Yes, your Honor.

01:00PM

21 MS. ADEN: He's bringing in what was  
22 contemplated and discussed at the time that there was  
23 -- we had a hearing with Judge Schumacher in August to  
24 talk about the terms of the decree on the record. At

1 no point during that conversation was this issue  
2 raised. At no point during the months of conversation  
3 regarding the terms of the decree was this issue  
4 raised.

5 In fact, as outlined in both of the  
6 pleadings, Dr. Dapra specifically asked for a revision  
7 of personal property to list these specific little  
8 items. We're literally talking about a comforter and  
9 four pieces of silverware and a crock pot. Because  
10 the crock pot is broken and it's his comforter.

11 At no point was it ever discussed or  
12 contemplated, at any point in this action, that there  
13 was \$100,000 spent on personal property that needs to  
14 be dealt with. This is acting in bad faith. They are  
15 going on a witch hunt and the evidence in the record  
16 is clear on this point.

17 THE COURT: Okay. Anything else?

18 MR. KATTELMAN: Your Honor, again, what Ms.  
19 Aden cannot produce is any sort of a list that settled  
20 any of the personal property, that remains open and  
21 under the Supreme Court law which is established in  
22 both the Smith V Smith case, these issues remain open.  
23 They'll remain open for discovery as long as there  
24 is --

01:00PM

01:01PM

01:01PM

01:02PM

1 THE COURT: Mr. Kattelman -- I'm sorry, go  
2 ahead.

3 MR. KATTELMAN: Because there are no lists  
4 that are fully and finally approved, then we have  
5 discovery rights. There's nothing within the decree  
6 which says discovery is over as to personal property,  
7 it says the opposite. It says the court retains  
8 jurisdiction over this issue. That means it's open  
9 that they can't produce a full and final decree on  
10 this issue because it's open which means discovery  
11 continues until this is done.

01:02PM

01:03PM

12 Ms. Aden could -- at some point, could have  
13 scheduled a trial on it to get it resolved. That  
14 hasn't been done. So we're undertaking the actions  
15 which we did to make sure that everything is wrapped  
16 up for when this goes to hearing or trial. This isn't  
17 over by any stretch.

01:03PM

18 THE COURT: Okay. Let me ask you this  
19 question, Mr. Kattelman, if you subpoenaed the Greater  
20 Nevada Credit Union and you got the statements, you  
21 didn't get the checks but you got the statements and  
22 it said on this date, this amount went out, \$500 went  
23 out. On this date \$30,000 went out, wouldn't you have  
24 had the opportunity -- way before settlement once you

01:03PM

1 received the information from Greater Nevada Credit  
2 Union, wouldn't you have had the information on  
3 certain purchases and wouldn't you have had the  
4 opportunity to request further information regarding  
5 that subpoena?

01:04PM

6 MR. KATTELMAN: Not at the time that we met  
7 with Judge Schumacher which is why we reserved this  
8 jurisdiction.

9 THE COURT: Okay.

10 MS. ADEN: And I disagree with that's why it  
11 was reserved, your Honor, and he's opening up that  
12 evidence and information as to what occurred because  
13 it specifically goes to negotiating in good faith  
14 would come in because it's not an offered compromise.  
15 It's to show to dispute what he's representing.  
16 Because what he's representing is false and Judge  
17 Schumacher knows that.

01:04PM

01:05PM

18 MR. KATTELMAN: She knows that we discussed  
19 it with her but we're getting now into settlement  
20 discussions.

01:05PM

21 The big picture is the court reserved  
22 jurisdiction. If it was going to limit us from not  
23 proceeding, that language would be in there, and say  
24 even that this issue is open under the complaint,

1 here's the only things you can do.

2 There's no reservation on that that limits  
3 discovery. It simply says the court needs to resolve  
4 personal property at some point and we're proceeding  
5 to try to get all information to do so and that's our  
6 right under the discovery rules.

01:06PM

7 THE COURT: Okay.

8 MS. ADEN: It troubles me, as an officer of  
9 the court, the misrepresentations that are being made.

10 THE COURT: I'm going to take it under  
11 submission.

01:07PM

12 MR. KATTELMAN: It goes both ways.

13 THE COURT: I'm going to take it under  
14 submission. I'm going to look at the cases you cite.

15 I'm inclined -- to be perfectly honest, I'm  
16 inclined to say you already had an opportunity. I  
17 don't believe personal property is within a bank  
18 account and that you go back to a time period when you  
19 already had the opportunity to look at the withdrawals  
20 and what happened in that bank account.

01:07PM

21 That's my preliminary ruling but I'll issue a  
22 ruling and I'll take it under submission and get  
23 something out as soon as I can.

01:07PM

24 Thank you, counsel.

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MS. ADEN: Thank you, your Honor.

MR. KATTELMAN: Thank you, your Honor.

THE COURT: Thank you.

(The proceedings were concluded.)

1 STATE OF NEVADA )  
2 )Ss.  
3 COUNTY OF WASHOE )  
4  
5

6 I, GAIL R. WILLSEY, do hereby certify:

7 That I was provided a JAVS CD and that said  
8 CD was transcribed by me, a Certified Shorthand  
9 Reporter, in the matter entitled herein;

10 That said transcript which appears  
11 hereinbefore was taken in stenotype notes by me from  
12 the CD and thereafter transcribed into typewriting as  
13 herein appears to the best of my knowledge, skill and  
14 ability and is a true record thereof.

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GAIL R. WILLSEY, CSR #359



1  
2  
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4  
5 IN THE FAMILY DIVISION  
6 OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
7 IN AND FOR THE COUNTY OF WASHOE  
8

9 GINA R. DAPRA,

Case No. DV20-01349

10 Plaintiff,

Dept. No. 16

11 vs.

12 SCOTT A. ELKINS,

13 Defendant.  
14 \_\_\_\_\_/

15 ORDER AFTER HEARING

16 This matter came before the Court on March 21, 2022, for hearing pursuant to the  
17 Order Setting Hearing filed January 14, 2022. The hearing was conducted remotely  
18 through Zoom in accordance with Administrative Order 2022-03. Plaintiff, Gina Dapra  
19 (hereafter "Wife") was present with counsel, Michael Kattelman, Esq. Defendant, Scott  
20 Elkins, (hereafter "Husband") was present with counsel, Andriea Aden, Esq.

21 At issue is whether Plaintiff's *Notice of Subpoena Duces Tecum* filed December 8,  
22 2021 to Greater Nevada Credit Union ("GNCU") is appropriate under the Court's  
23 reservation of jurisdiction as to personal property as specified in the parties' settlement on  
24 April 30, 2021.

25 At the hearing, Plaintiff's Counsel stated that a review of the  
26 GNCU statements and withdrawals was necessary to finalize the personal property  
27 disbursement.

28 Defendant's Counsel stated that Plaintiff had sent a subpoena to GNCU prior to  
settlement, that the GNCU account was specifically addressed at settlement, and that a

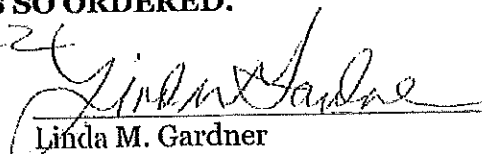
1 motion to conduct post-discovery discovery must be filed prior to sending a subpoena to  
2 GNCU.

3 The Court has reviewed all papers and pleadings on file, considered the arguments  
4 of Counsel, and now finds and orders as follows:

- 5 1. A subpoena duces tecum was sent to GNCU prior to the parties' settlement on  
6 April 30, 2021; accordingly, Plaintiff had the opportunity to examine the GNCU  
7 statements prior to settlement.
- 8 2. Final Settlement between the parties was put on the record April 30, 2021  
9 wherein the Court retained jurisdiction over all remaining personal property  
10 issues. The Court finds that the parties' GNCU account was adjudicated at  
11 settlement and is not within the purview of unresolved personal property.
- 12 3. Defendant's Motion for Protective Order from the *Subpoena Duces Tecum* filed  
13 December 8, 2021 to Greater Nevada Credit Union is GRANTED.
- 14 4. The Supreme Court of Nevada has held that parties seeking attorney's fees in  
15 family law cases must support their request with affidavits or other evidence that  
16 satisfy the factors delineated in the prior *Brunzell v. Golden Gate National*  
17 *Bank* and *Wright v. Osburn* decisions. *Miller v. Wilfong*, 121 Nev. 619, 624, 119 P.3d  
18 727, 730 (2005). The Court is inclined to grant attorney's fees and costs to  
19 Defendant for the filing of the Objection to Subpoena and Motion for Protective  
20 Order. Counsel for Defendant shall submit a Brunzell and Wilfong affidavit.

21 **GOOD CAUSE APPEARING, IT IS SO ORDERED.**

22 Dated: *March 22, 2022*

  
Linda M. Gardner  
Senior District Judge

**CERTIFICATE OF SERVICE**

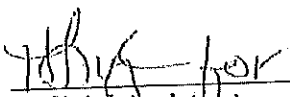
Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court, and that on 3/22, 2022, I deposited for mailing, first class postage pre-paid, at Reno, Nevada, or via e-filing, a true and correct copy of the foregoing document addressed to:

Michael Kattelman, Esq.  
Andriea Aden, Esq.  
Via Electronic Filing

**\*Attention\***

**AS OF OCTOBER 18<sup>TH</sup>, 2018, Electronic Filing is MANDATORY for all cases, including Family Law cases. Therefore, copies will only be sent electronically.**

Husband should contact the Second Judicial District Court Resource Center at 775-328-3110 ext. 5 or visit <https://wcefex.washoecourts.com> to sign up for a free e-flex account.

  
\_\_\_\_\_  
Judicial Assistant