

1 **NOAS**

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9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 Electronically Filed
12 Sep 07 2022 10:15 a.m.
13 Elizabeth A. Brown
14 Clerk of Supreme Court

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Plaintiff.

CASE NO.: D-21-628915_D
DEPT NO.: M

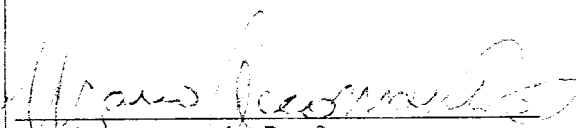
vs.

MARIO ACCOMANDO

Respondent.

NOTICE OF APPEAL

Notice is hereby given that **MARIO ACCOMANDO**, Respondent, above named, hereby appeals to the Supreme Court of Nevada from the Divorce Decree after hearing (Attached) entered in this action on the 29th day of June, 2022.


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Alvin S. Linn
CLERK OF THE COURT

1 DECD
2 MARIA L. MILANO, ESQ.
3 Nevada Bar # 7121
4 REZA ATHARI & ASSOCIATES, PLLC
5 A multi-jurisdictional law firm
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9 Fax: (702) 458-8508
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11 Attorney for Plaintiff,
12 GEORGANN ROSE ACCOMANDO

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMANDO,

Plaintiff,

vs.

MARIO ACCOMANDO,

Defendant,

)
) CASE NO.: D-21-628915-D
) DEPT. NO.: M
)
) Date of Trial: 3/7/22
) Time of Trial: 9:00 a.m.
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DECREE OF DIVORCE

COME NOW the parties, Plaintiff, GEORGANN ROSE ACCOMANDO,
represented by her counsel of record, MARIA L. MILANO, ESQ., of
REZA ATHARI & ASSOCIATES, PLLC and Defendant MARIO ACCOMANDO,
appearing in proper person, having attended the Trial on March 7,
2022, the COURT NOTED that according to the terms found in the
Trial Management Order, Ms. Milano attempted to meet and confer
with Defendant before trial, and Defendant declined. Upon the
Court's inquiry, Defendant refused to participate in settlement
negotiations.

1 The Court having heard the statements and arguments of the
2 parties and having considered all the papers, pleadings on file and
3 evidence presented herein, FINDS:

4 **FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

5 1. ALIMONY:

6 The Court finds that after considering the evidence and
7 testimony of the Parties, that the Plaintiff is entitled to a lump
8 sum award of alimony. (12:11:13 - 12:11-18)

9 Pursuant to NRS 125.150 the Court has discretion to award such
10 alimony to either spouse in a specified principal sum or as
11 specified periodic payments as appears just and equitable; and
12 shall, to the extent practicable, make an equal disposition of the
13 community property of the parties, including, without limitation,
14 any community property transferred into an irrevocable trust
15 pursuant to NRS 123.125 over which the court acquires jurisdiction
16 pursuant to NRS 164.010, except that the court may make an unequal
17 disposition of the community property in such proportions as it
18 deems just if the court finds a compelling reason to do so and sets
19 forth in writing the reasons for making the unequal disposition....

20 In addition to any other factors the court considers relevant
21 in determining whether to award alimony and the amount of such an
22 award, the court shall consider: (a) the financial condition of
23 each spouse; (b) the nature and value of the respective property
24 of each spouse; (c) the contribution of each spouse to any
25 property held by the spouses pursuant to NRS 123.030; (d) the

1 duration of the marriage; (e) the income, earning capacity, age and
2 health of each spouse; (f) the standard of living during the
3 marriage; (g) the career before the marriage of the spouse who
4 would receive the alimony; (h) the existence of specialized
5 education or training or the level of marketable skills attained by
6 each spouse during the marriage; (i) the contribution of either
7 spouse as a homemaker; the award of property granted by the court
8 in the divorce, other than child support and alimony, to the spouse
9 who would receive the alimony; and (k) the physical and mental
10 condition of each party as it related to the financial condition,
11 health and ability to work of that spouse....

13 Testimony at trial substantiates that both Parties are of an
14 advanced age, the Plaintiff is 68 years old (9:04:55) and the
15 Defendant is 74 years old (11:17:16); that the Plaintiff did not
16 complete high school (9:05:18); did not obtain any other education
17 or vocational training subsequent to leaving the 11th grade
18 (9:05:26); that Plaintiff has not had any meaningful employment
19 since the Parties married in 1995 (9:06:10); that the Plaintiff
20 assisted the Defendant in his real estate career (9:06:30-9:06:57),
21 and carried out the responsibilities of a homemaker throughout the
22 Parties' marriage (9:26:07). Furthermore the Plaintiff suffers from
23 lingering medical conditions from breast cancer (9:31:30) and given
24 the standard of living the Parties enjoyed during their marriage
25 ~~and the fact that the Defendant is likely concealing monthly~~
26 ~~income~~, the Court finds it appropriate to make a lump sum award of
28

1 alimony to the Plaintiff as the Court does not believe the
2 Defendant will comply ^{otherwise} ~~with the Court's orders~~. (12:11:13 -
3 12:11:18)

4 **THE COURT FURTHER FINDS**

5 2. That Plaintiff, for more than six weeks immediately
6 preceding the commencement of this action, has been an actual, bona
7 fide resident and domiciliary of the County of Clark, State of Nevada,
8 and during all of said period of time, Plaintiff had and still has the
9 intent to make the State of Nevada her home, residence and domicile
10 for an indefinite period of time; (9:04:47)

12 3. That the parties were married in Las Vegas, Nevada, on or
13 about June 10, 1995, and have been since that date have been husband
14 and wife; (09:04:58 -9:05:10)

15 4. That the Plaintiff and Defendant have one minor child in
16 common, NINA ROSE ACCOMANDO, born July 21, 2006 (Age 15), and the
17 Plaintiff is not now pregnant; (9:20:27-9:20:34)

18 5. That minor child has lived in Nevada for the past six
19 (6) months and that the minor child has lived with the Parties in Las
20 Vegas, Nevada for the past five (5) years. (9:25:12)

22 6. That any custody and visitation orders made herein are in
23 the best interest of the child (12:01:21 - 12:01:24);

24 NRS 125C.0035 states:

25 1. that in any action for determining physical custody of a
26 minor child, the sole consideration of the court is the best interest
27 of the child. If it appears to the court that joint physical custody
28

1 would be in the best interest of the child, the court may grant
2 physical custody to the parties jointly.

3 2. Preference must not be given to either parent for the sole
4 reason that the parent is the mother or the father of the child.

5 3. The court shall award physical custody in the following
6 order of preference unless in a particular case the best interest of
7 the child requires otherwise:
8

9 (a) To both parents jointly pursuant to NRS 125C.0025 or to
10 either parent pursuant to NRS 125C.003. If the court does
11 not enter an order awarding joint physical custody of a
12 child after either parent has applied for joint physical
13 custody, the court shall state in its decision the reason
14 for its denial of the parent's application.

15 (b) To a person or persons in whose home the child has been
16 living and where the child has had a wholesome and stable
17 environment.
18

19 (c) To any person related within the fifth degree of
20 consanguinity to the child whom the court finds suitable
21 and able to provide proper care and guidance for the child;
22 regardless of whether the relative resides within this
23 State.
24

25 (d) To any other person or persons whom the court finds
26 suitable and able to provide proper care and guidance for
27 the child.

28 That in determining the best interest of the child, the

1 Court must consider:

2 (a) The wishes of the child if the child is of sufficient age
3 and capacity to form an intelligent preference as to his or her
4 physical custody. COURT FINDS Nina is of sufficient age and capacity to form an
5 intelligent preference as to her custody.

6 (b) Any nomination of a guardian for the child by a parent.
7 COURT FINDS this factor is not applicable.

8 (c) Which parent is more likely to allow the child to have
9 frequent associations and a continuing relationship with the
10 noncustodial parent. COURT FINDS this factor is neutral.

11 (d) The level of conflict between the parents.
12 COURT FINDS this factor is neutral.

13 (e) The ability of the parents to cooperate to meet the needs
14 of the child. COURT FINDS this factor is neutral.

15 (f) The mental and physical health of the parents.
16 COURT FINDS this factor is neutral.

17 (g) The physical, developmental and emotional needs of the
18 child. COURT FINDS this factor is neutral.

19 (h) The nature of the relationship of the child with each
20 parent. COURT FINDS this factor is neutral.

21 (i) The ability of the child to maintain a relationship with any
22 sibling. COURT FINDS this factor is not applicable.

23 (j) Any history of parental abuse or neglect of the child or a
24 sibling of the child. COURT FINDS this factor is not applicable.

25 (k) Whether either parent or any other person seeking physical
26 custody has engaged in an act of domestic violence against the
27 child, a parent of the child or any other person residing with
28 the child. COURT FINDS this factor is not applicable.

(1) Whether either parent or any other person seeking physical custody has committed any act of abduction against the child or any other child. COURT FINDS this factor is not applicable.

The Court finds that it would be in the best interest to award the Parties joint legal and joint physical custody of the minor child as the child is of suitable age and discretion to make a determination as to where she would like to reside. (12:01:21 - 12:03:18)

7. That the amount of child support ordered herein is in accordance with NAC 425;

8. That this Court has personal jurisdiction over the parties over custody of the minor child and subject matter jurisdiction. (12:01:12 - 12:01:16)

NOW THEREFORE:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED: that as the Parties are incompatible in marriage with no chance of reconciliation, the bonds of matrimony now and heretofore existing between Plaintiff and Defendant be, and the same are, hereby wholly dissolved, set aside and forever held for naught, and an absolute Decree of Divorce is hereby granted to the Plaintiff, and each of the parties is hereby restored to the status of single, unmarried persons. (12:19:38-12:19:43)

IT IS HEREBY ORDERED ADJUDGED AND DECREED: the Court finds that it is in the minor child's best interest for the Plaintiff and Defendant be awarded joint legal and joint physical custody of the minor child. (12:01:21 - 12:01:24)

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Nina shall
2 have teenage discretion as to her contact with both parents and
3 Defendant is admonished not to disparage Plaintiff to Nina.
4 Defendant is instructed to be affirmatively positive in his
5 discussion ^{s with Nina} regarding Plaintiff and encourage Nina to spend time
6 with Plaintiff and foster their relationship. (12:01:26 - 12:03:28)
7

8 ~~IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that if the~~
9 ~~Defendant fails to follow this order, the Court may be inclined to~~
10 ~~modify custody in favor of the Plaintiff. (12:03:14 -12:03:18)~~

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that as a result
12 of the orders herein, the parties' shall have similar incomes and
13 assets, therefore, child support will not be ordered at this
14 time. (12:03:37 -12:04:05)
15

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the minor
17 child shall continue to be covered by Medicaid as and for
18 health insurance, and that any unreimbursed medical expenses
19 incurred for the minor child shall be borne equally by the Parties
20 pursuant to the "30/30 Rule" defined as follows:

21 Documentation of Out-of-pocket Expenses Required: A party who,
22 incurs an out-of-pocket expense of medical care is required to
23 document that expense and proof of payment of that expense. A
24 receipt from the health care provider is sufficient to prove
25 the expense so long as the receipt has the name of the
26 children on it and shows payment by the party seeking
27 reimbursement.

28 Timely Submission of Requests for Reimbursement: The party who
has paid or incurred a health care expense for the minor
children must submit his or her claim for reimbursement from
the insurance company within the deadline required for
reimbursement by the insurance policy. If a party fails to
timely submit such a claim for reimbursement, and the claim is

1 denied by the insurance company as untimely, that party shall
2 pay the entire amount which would have been paid by the
3 insurance company as well as the entire expense which would
not have been paid by insurance if the claim had been timely
filed.

4 Mitigation of Health Expenses Required: Use of Covered
5 Insurance Providers: Each party has a duty to mitigate medical
6 expenses for the minor children. Absent compelling
7 circumstances, a party should take the minor child to a health
8 care provider covered by the insurance in effect and use
9 preferred or covered providers, if available, in order to
10 minimize the cost of healthcare for the minor child. The
11 burden is on the party using a non-covered health care
12 provider to demonstrate that the choice not to use a covered
13 provider or the lowest cost option was reasonably necessary in
the particular circumstances of that case. If the court finds
the choice of a non-covered or more expensive covered provider
was not reasonably necessary, then the court may impose a
greater portion of financial responsibility for the cost of
that health care to the party who incurred that expense up to
the full amount which would have been provided by the lowest
cost insurance choice.

14 Sharing of Insurance Information Required: The party providing
15 insurance coverage for the children has a continuing
16 obligation to provide insurance information to the other party
17 including, but not limited to, copies of policies and policy
18 amendments as they are received, claim forms, preferred
19 provider lists (as modified from time to time), and
20 identification cards. If the insuring party fails to timely
21 supply any of the above items to the other party, and that
failure results in a denial of a claim because of the
non-insuring parties' failure to comply with the procedures
required by the amended or updated insurance policies, the
party providing insurance shall be responsible for all
healthcare expenses incurred by the minor children for that
claim that would have been covered by insurance.

22 Reimbursement for Out-of-pocket Expenses: If either party
23 seeks reimbursement of an unreimbursed healthcare expense he
24 or she has incurred on behalf of the minor children, he or she
25 must submit such request for reimbursement to the other within
26 thirty(30) days of incurring such expense or being advised by
27 the provider that such expense would not be reimbursed. If
28 that party fails to request such reimbursement within that
time period, he or she shall forfeit any right to seek
reimbursement. If the other party receives a written request
for contribution for an unreimbursed health care expense for

1 the children; he or she must reimburse the other for fifty
2 (50%) of that expense within thirty(30) days of receipt of the
3 written request for contribution. That party must raise any
4 objection to the request for contribution within the thirty
5 (30) day period after the request for contribution is received
6 or they shall be deemed to have waived such objection. Any
7 objection to the request for contribution must be made in
8 writing. If the other party does not respond to the request
9 within the thirty (30) day period, that party may be assessed
10 attorney's fees if a contempt proceeding or court action is
11 required as a result of the party's failure to pay or timely
12 object.

13 Sharing Insurance Reimbursement: Any reimbursements for
14 payments made directly by a party or the parties to any
15 healthcare provider to the minor children shall be distributed
16 according to the amount of payment by each party. If a party
17 receives such a reimbursement, that party shall distribute the
18 reimbursement within seven (7) days of its receipt. (By

19 Order of the Court on 04-18-22)

20 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that the eight
21 parcels of land held by the Parties in Arizona shall be listed for
22 sale within the next 60 days. Plaintiff will choose the Realtor,
23 and the Realtor will determine the fair market value of the
24 properties and list them accordingly. That any equity realized from
25 the sale of said properties shall be split equally between the
26 parties. (12:04:55 - 12:05:20)

27 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant is
28 instructed to fully and timely cooperate with the listings,
transfers, and sales of the real properties adjudicated
herein. (12:05:18 - 12:06:05). Any offer received on any of the
real properties ordered to be sold that are within five percent
(5%) of their fair market value shall be deemed an acceptable

1 offer. (12:06:05 -12:06:13). If the Defendant fails to comply with
2 this order, the Court ~~will~~^{may} find Defendant in contempt and ^{will} impose
3 sanctions of attorney's fees should the Plaintiff have to return to
4 Court with representation to enforce this Court's orders. (12:06:06
5 - 12:06:16)

6 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that should the
7 balloon payments on the Pahrump real properties that were sold to
8 individuals, Patrick Clark and Armen Galstan, be missed, and should
9 said real properties revert in equal shares to the ownership of
10 both Parties, that said properties shall be held by the Parties as
11 tenants in common. (12:06:33 - 12:07:36)

12 **IT IS FUTHER ORDERED, ADJUDGED AND DECREED** that any payments
13 received in relation to the prior sale of the Pahrump properties
14 shall be split equally between the parties, the Defendant shall
15 provide proof of payment by providing cancelled checks to the
16 Plaintiff. (12:07:32 - 12:07:39)

17 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant
18 shall pay Plaintiff one-half of any and all lease/rental income
19 received from this date, March 7, 2022, forward within 30 days of
20 receiving it. Defendant shall no longer accept cash payments from
21 his tenants and show proof of rental income received to the
22 Plaintiff. (12:07:42 - 12:08:22)

23 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant
24 owes Plaintiff one-half of the lease/rental income received for the
25
26
27
28

1 last two (2) years on the condominium located at 9607 Lane Horse
2 Drive, Las Vegas, Nevada 89123. (12:08:23 - 12:08:33)

3 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant is
4 directed to prepare an accounting for the rent received from the
5 9607 Lane Horse Drive property for the last two (2) years and
6 provide a copy to Plaintiff's counsel within the next sixty (60)
7 days. Plaintiff is entitled to one half of the amount of the rents
8 collected by the Defendant during that time. (12:08:33-47)

9
10 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that the marital
11 residence located at 8546 Procyon St., Las Vegas, Nevada 89139
12 shall be listed for sale within sixty (60) days. Plaintiff will
13 choose the Realtor, and the Realtor will determine the property's
14 fair market value and list said property accordingly. As Defendant
15 does not have a lease with the renter, said renter shall pose no
16 interference with the sale. (12:08:58)

17
18 The Parties shall maintain said property in such a manner as
19 would maximize the sale price of said property. (12:16:35 -
20 12:17:12)

21 That the equity realized from the sale of said property shall
22 be equally split between the parties.

23 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant
24 shall no longer receive cash payments from the tenant at the
25 Procyon property, and shall provide proof of the amounts received
26 to the Plaintiff in the form of cancelled checks from tenant.
27
28

1 Defendant shall pay one-half of said rental income from the marital
2 residence to Plaintiff. (12:08:52 - 12:09:22)

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff
4 shall be awarded the real property located at 9607 Lane Horse Drive
5 subject to Defendant's community share and other offsets or awards.
6 (By Order of the Court dated 05-25-22)
7

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED That Plaintiff
9 shall choose the realtor and said property shall be appraised
10 within sixty (60) days. (By Order of the Court dated 05-25-22)

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any amounts
12 of lump sum alimony awarded to Plaintiff shall be deducted from
13 Defendant's one-half share of the appraised value of the Lane Horse
14 Drive property. (By Order dated 05-25-22)

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any amounts ^{other}
16 as a result of this Decree or resulting from prior Orders
17 owed by the Defendant to Plaintiff shall also be offset from
18 Defendant's share of the Lane Horse Drive property. (By Order
19 dated 05-25-22)

20 IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that Plaintiff
21 shall be awarded a lump sum award of alimony in the amount of
22 \$ 320,000.00 . (12:10:43 - 12:11:17)

23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Plaintiff
24 and Defendant are informed that rental income is a division of
25 community property and shall not be considered as part of an award
26 of alimony. (12:11:23 - 12:11:29)
27
28

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the
2 undisputed value of the automobile currently in Defendant's
3 possession is \$15,000.00. Plaintiff shall receive one-half of the
4 value of said automobile in the amount \$7,500.00 which shall be
5 paid by the Defendant to the Plaintiff. (12:11:33 -12:11:40)
6

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the
8 undisputed value of the household items currently in the
9 Defendant's possessions is \$15,000.00. (9:28:07) Plaintiff shall
10 receive one-half of said value in the amount of \$7,500.00 (9:46:40
11 - 9:47:15) which shall be paid by the Defendant to Plaintiff from
12 his half of the equity realized from the sale of the real property
13 sold herein. (12:11:42)
14

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Defendant
16 did not dispute the value of the community property and did not
17 dispute Plaintiff's request to her personal property, to include
18 the John Wayne photograph and desk that was constructed for her by
19 her grandfather as requested. (12:11:50) Plaintiff shall,
20 therefore, retrieve said items within thirty (30) days of
21 establishing residence. However, Plaintiff may retrieve the
22 photograph immediately. (12:11:59 -12:12:16) Plaintiff shall keep
23 the wedding ring. (12:18:18-12:18:40)
24

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that based on
26 Defendant's failure to comply with EDCR 7.60, EDCR 16.2, failure to
27 comply with discovery and the Trial Management Order, and failure
28 to participate with this litigation, and failure to produce any

1 documents in support of his case, Defendant shall pay the
2 Plaintiff's attorney's fees in the amount of \$ 23,285.00 .
3 The fees awarded are reasonable based upon the Court's review of counsel's
4 ~~Plaintiff's counsel shall submit a Brunzell Affidavit and~~
5 Memorandum of Fees and Costs. (12:12:37 - 12:13:53)
and given Defendant's total and complete lack of participation in the litigation multiplying the fees incurred by
Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the bank
6 account established by the Defendant for the minor child is
7 community property. Therefore, one half of the account balance as
8 of March 7, 2022 shall be transferred to the Plaintiff within
9 thirty (30) days. The Court shall accept the Defendant's testimony
10 that said account contains \$65,000. Defendant shall provide a copy
11 of the March, 2022 bank statement to Plaintiff's counsel within the
12 next thirty (30) days. That should there be less than \$65,000 in
13 said account, the Defendant shall have to explain to the Court the
14 reason for the disparity. (12:13:56 - 12:15:53)

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the Court
17 shall accept Defendant's testimony that there is currently the
18 amount of \$23,400.00 on deposit in a prepaid tuition account for
19 the Parties' minor child. Said prepaid tuition account shall remain
20 for Nina's benefit, however, Plaintiff's name shall be added to
21 said account within thirty (30) days and the parties shall be joint
22 owners. Should Nina not go to college, the amount shall be equally
23 divided between the parties. (12:14:50 - 12:15:31)

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that there are no
26 community debts to divide. (12:15:56)

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Plaintiff's
2 maiden name shall be restored to GEORGANN ROSE REGIRO. (12:19:47)

3 IT IS FURTHER ORDERED ADJUDGED AND DECREED that as the
4 Defendant did not make the ordered spousal support payments in the
5 amount of One Thousand Dollars (\$1,000) for the months of October,
6 2021, November, 2021, December, 2021, he therefore, owes Plaintiff
7 the amount of Three Thousand Dollars (\$3,000) in back spousal
8 support which shall be paid from his one-half share of the equity
9 realized from the sale of the real property ordered sold herein.
10 (12:17:38 - 12:18:18)

12 IT IS FURTHER ORDERED ADJUDGED AND DECREED that any amounts
13 outstanding or owed shall be offset ~~from the~~ from the Defendant's
14 asseets that are liquidated (12:17:55 - 12:18:16)

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Ms. Milano
16 shall prepare the proposed findings and conclusions of law and
17 preparing the findings of fact and conclusions of law
18 include the cost of ~~said findings~~ as a part of the attorney's fees
19 award. Ms. Milano shall have thirty (30) days to prepare the Decree
20 and submit it to Defendant for review and signature. Upon receipt,
21 Defendant shall have ten (10) days to review, approve, and/or submit
requested changes.

22 NOTICE IS HEREBY GIVEN of the following provision of NRS

23 125C.0045(6):

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

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

6 NOTICE IS HEREBY GIVEN that the terms of the Hague Convention
7 of October 25, 1980, adopted by the 14th Session of the Hague
8 Conference on Private International Law apply if a parent abducts or
9 wrongfully retains a child in a foreign country. The parties are also
10 put on notice of the following provisions in NRS 125C.0045(8):

11 If a parent of the child lives in a foreign country or has
12 significant commitments in a foreign country:

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

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

26 NOTICE IS HEREBY GIVEN that the Parties are subject to the
27 relocation requirements of NRS 125C.006 & NRS 125C.0065. If joint
28

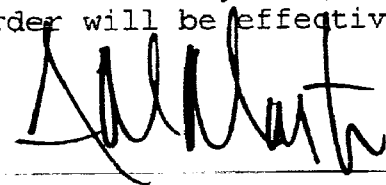
1 or primary physical custody has been established pursuant to an
2 order, judgment or decree of a court and one parent intends to
3 relocate his or her residence to a place outside of this State or
4 to a place within this State that is at such a distance that would
5 substantially impair the ability of the other parent to maintain a
6 meaningful relationship with the child, and the relocating parent
7 desires to take the child with him or her, the relocating parent
8 shall, before relocating: (a) attempt to obtain the written
9 consent of the non-relocating parent to relocate with the child;
10 and (b) if the non-relocating parent refuses to give that consent,
11 petition the court for permission to move and/or for primary
12 physical custody for the purpose of relocating. A parent who
13 desires to relocate with a child has the burden of proving that
14 relocating with the child is in the best interest of the child.
15 The court may award reasonable attorney's fees and costs to the
16 relocating parent if the court finds that the non-relocating
17 parent refused to consent to the relocating parent's relocation
18 with the child without having reasonable grounds for such refusal,
19 or for the purpose of harassing the relocating parent. A parent
20 who relocates with a child pursuant to this section without the
21 written consent of the other parent or the permission of the court
22 is subject to the provisions of NRS 200.359.

23
24
25 **NOTICE IS HEREBY GIVEN** that the Parties are subject to the
26 provisions of NRS 31A and 125.007 regarding the collection of
27 delinquent child support payments.
28

1 NOTICE IS HEREBY GIVEN that either party may request a review
2 of child support pursuant to NRS 125B.145.

3 NOTICE IS HEREBY GIVEN that if you want to adjust the amount
4 of child support established in this order, you must file a motion
5 to modify the order with or submit a stipulation to the court. If
6 a motion to modify this order is not filed or a stipulation is not
7 submitted, the child support obligation established in this order
8 will continue until such time as all children who are the subject
9 of this order reach 18 years of age, or, if the youngest child who
10 is subject to this order is still in high school when he or she
11 reaches 18 years of age, when the child graduates from high school
12 or reaches 19 years of age, whichever comes first. Unless the
13 parties agree otherwise in a stipulation, any modification made
14 pursuant to a motion to modify the order will be effective as of
15 the date the motion was filed.

Dated this 29th day of June, 2022



F7A 535 2CF4 F675

Amy M. Mastin
District Court Judge

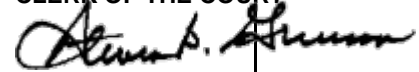
16 Respectfully submitted by:

17
18
19
20
21
22
23 **MARIA L. MILANO, ESQ.**
Nevada Bar No. 7121
24 **REZA ATHARI & ASSOCIATES**
A Multi-jurisdictional firm
25 3365 Pepper Lane, Suite 102
Las Vegas, Nevada 89120
26 Attorney for Plaintiff,
27 **GEORGANN ROSE ACCOMANDO**

MARIO ACCOMANDO
8546 S. Procyon St.
Las Vegas, Nevada 89139
Defendant in Proper Person

NOTICE IS HEREBY GIVEN that you have an affirmative duty to update any changes in your personal information by filing a Notice of Change of Address form, which can be found at the following link:

<https://www.familylawselfhelpcenter.org/images/fo>



1 ASTA

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5
6 **IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE**
7 **STATE OF NEVADA IN AND FOR**
8 **THE COUNTY OF CLARK**
9

10 GEORGANN ROSE ACCOMANDO,

11 Plaintiff(s),

12 vs.

13 MARIO ACCOMANDO,

14 Defendant(s),
15

Case No: D-21-628915-D

Dept No: M

16
17 **CASE APPEAL STATEMENT**
18

19 1. Appellant(s): Mario Accomando

20 2. Judge: Amy M. Mastin

21 3. Appellant(s): Mario Accomando

22 Counsel:

23 Mario Accomando
24 8546 Procyon St.
Las Vegas, NV 8 9139

25 4. Respondent (s): Georgann Rose Accomando

26 Counsel:

27 Maria L. Milano, Esq.
28 3365 Pepper Ln., Ste 102
Las Vegas, NV 89120

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

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

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

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

7 8. Appellant Granted Leave to Proceed in Forma Pauperis**: N/A
8 ***Expires 1 year from date filed*
9 Appellant Filed Application to Proceed in Forma Pauperis: No
10 Date Application(s) filed: N/A

11 9. Date Commenced in District Court: June 11, 2021

12 10. Brief Description of the Nature of the Action: DOMESTIC - Marriage Dissolution

13 Type of Judgment or Order Being Appealed: Divorce Decree

14 11. Previous Appeal: Yes

15 Supreme Court Docket Number(s): 83716, 84097, 84415

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

18 13. Possibility of Settlement: Unknown

19 Dated This 31 day of August 2022.

20 Steven D. Grierson, Clerk of the Court

21 /s/ Heather Ungermann

22 Heather Ungermann, Deputy Clerk
23 200 Lewis Ave
24 PO Box 551601
25 Las Vegas, Nevada 89155-1601
26 (702) 671-0512

27 cc: Mario Accomando
28

CASE SUMMARY**CASE NO. D-21-628915-D**

Georgann Rose Accomando, Plaintiff
vs.
Mario Accomando, Defendant.

§
 §
 §
 §

Location: **Department M**
 Judicial Officer: **Mastin, Amy M.**
 Filed on: **06/11/2021**

CASE INFORMATION**Statistical Closures**

06/29/2022 Disposed After Trial Start (Bench Trial)

Case Type: **Divorce - Complaint**Subtype: **Complaint Subject Minor(s)**

Case
 Status: **06/29/2022 Closed**







Case Flags: **Appealed to Supreme Court****DATE****CASE ASSIGNMENT****Current Case Assignment**

Case Number D-21-628915-D
 Court Department M
 Date Assigned 04/21/2022
 Judicial Officer Mastin, Amy M.

PARTY INFORMATION

Plaintiff	Accomando, Georgann Rose 7382 Prussian Green Rd. Las Vegas, NV 89139	<i>Attorneys</i> Milano, Maria L. <i>Retained</i> 702-727-7777(W)
Defendant	Accomando, Mario 8546 Procyon St. Las Vegas, NV 89139	Pro Se 773-308-5041(H)
Subject Minor	Accomando, Nina Rose	

DATE**EVENTS & ORDERS OF THE COURT****EVENTS**

06/11/2021	 Complaint for Divorce Filed by: Plaintiff Accomando, Georgann Rose [1] Complaint for Divorce and UCCJEA Declaration
06/14/2021	 Request for Issuance of Joint Preliminary Injunction Filed By: Plaintiff Accomando, Georgann Rose [2] Request for Issuance of Joint Preliminary Injunction
06/14/2021	 Lis Pendens Filed by: Plaintiff Accomando, Georgann Rose [3] Notice of Lis Pendens
06/14/2021	 Lis Pendens Filed by: Plaintiff Accomando, Georgann Rose [4] Notice of Lis Pendens
06/14/2021	 Summons Electronically Issued - Service Pending Filed by: Plaintiff Accomando, Georgann Rose [5] Summons
06/22/2021	 Affidavit of Service Filed By: Plaintiff Accomando, Georgann Rose


















CASE SUMMARY

CASE NO. D-21-628915-D

	<i>[6] Affidavit of Service</i>
06/22/2021	 Joint Preliminary Injunction Filed by: Plaintiff Accomando, Georgann Rose <i>[7] Joint Preliminary Injunction</i>
06/23/2021	 Affidavit of Service Filed By: Plaintiff Accomando, Georgann Rose <i>[8] Affidavit of Service</i>
06/23/2021	 Affidavit of Service Filed By: Plaintiff Accomando, Georgann Rose <i>[9] Affidavit of Service</i>
06/24/2021	 Notice of Seminar Completion EDCR 5.302 Filed by: Plaintiff Accomando, Georgann Rose <i>[10] Notice of Seminar Completion EDCR 5.07</i>
07/12/2021	 Answer - Divorce, Annulment, Separate Maintenance Filed by: Defendant Accomando, Mario <i>[11] Answer - Divorce</i>
07/14/2021	 NRCP 16.2 Case Management Conference Order <i>[12] Order Setting Case Management Conference and Directing Compliance With NRCP 16.2</i>
07/14/2021	 Order for Family Mediation Center Services <i>[13] Order for Family Mediation Center Services</i>
07/23/2021	 Financial Disclosure Form Filed by: Plaintiff Accomando, Georgann Rose <i>[14] General Financial Disclosure Form</i>
07/23/2021	 Motion Filed By: Plaintiff Accomando, Georgann Rose <i>[15] Motion for Temporary Award of Interim Spousal Support and for Attorney's Fees</i>
07/28/2021	 Notice of Hearing <i>[16] Notice of Hearing</i>
07/30/2021	 Certificate of Mailing Filed By: Plaintiff Accomando, Georgann Rose <i>[17] Certificate of Mailing</i>
08/09/2021	 Notice of Early Case Conference Filed By: Plaintiff Accomando, Georgann Rose <i>[18] Notice of Early Case Conference</i>
08/11/2021	 Production of Documents Filed by: Plaintiff Accomando, Georgann Rose <i>[19] Plaintiff's List of Documents and Witnesses Pursuant to NRCP 16.2</i>
08/11/2021	 Certificate of Mailing Filed By: Plaintiff Accomando, Georgann Rose <i>[20] Certificate of Mailing</i>
08/16/2021	 Motion Filed By: Defendant Accomando, Mario <i>[21] Motion to Determine Mental Health of Plaintiff**No Designation</i>
08/16/2021	 Clerk's Notice of Nonconforming Document <i>[22] Clerk s Notice of Nonconforming Document</i>
08/16/2021	 Motion Filed By: Defendant Accomando, Mario <i>[24] Motion</i>



CASE SUMMARY

CASE NO. D-21-628915-D

08/25/2021	 Individual Case Conference Report Filed by: Plaintiff Accomando, Georgann Rose <i>[23] Plaintiff's Individual Case Conference Report</i>
08/30/2021	 Notice of Hearing <i>[25] Notice of Hearing</i>
09/13/2021	 Notice of Telephonic Hearing Filed by: Defendant Accomando, Mario <i>[26] NOTICE OF INTENT TO APPEAR BY COMMUNICATION EQUIPMENT</i>
09/13/2021	 Motion to Continue Filed by: Defendant Accomando, Mario <i>[27] Motion to Continue</i>
09/13/2021	 Notice of Hearing <i>[28] Notice of Hearing</i>
09/22/2021	 Memorandum Filed By: Plaintiff Accomando, Georgann Rose <i>[29] Plaintiff's Brunzell Memorandum of Fees and Costs</i>
09/30/2021	 Order <i>[30] Order After 9.14.21 Hearing</i>
09/30/2021	 Notice of Entry Filed By: Plaintiff Accomando, Georgann Rose <i>[31] Notice of Entry of Order</i>
10/08/2021	 Motion for Order to Show Cause Filed By: Plaintiff Accomando, Georgann Rose <i>[32] Plaintiff's Motion for An Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with NRCP 16.2 Mandatory Disclosure Requirements, and for His Failure to Make Ordered Spousal Support Payments and For Attorney's Fees</i>
10/08/2021	 Notice of Hearing <i>[33] Notice of Hearing</i>
10/11/2021	 Certificate of Service Filed by: Plaintiff Accomando, Georgann Rose <i>[34] Certificate of Service</i>
10/11/2021	 Ex Parte Motion Filed by: Plaintiff Accomando, Georgann Rose <i>[35] Ex Parte Motion for Order Shortening Time</i>
10/14/2021	 Subpoena Duces Tecum Filed by: Plaintiff Accomando, Georgann Rose <i>[36] Subpoena Duces Tecum Custodian of Records for Bank of the West</i>
10/14/2021	 Subpoena Duces Tecum Filed by: Plaintiff Accomando, Georgann Rose <i>[37] Subpoena Duces Tecum Custodian of Records for Huntington National Bank</i>
10/14/2021	 Subpoena Duces Tecum Filed by: Plaintiff Accomando, Georgann Rose <i>[38] Subpoena Duces Tecum Custodian of Records for US Bank</i>
10/14/2021	 Notice of Taking Deposition Filed by: Plaintiff Accomando, Georgann Rose <i>[39] Notice of Taking Deposition of Custodian of Records for Bank of the West</i>
10/14/2021	 Notice of Taking Deposition Filed by: Plaintiff Accomando, Georgann Rose



















CASE SUMMARY

CASE NO. D-21-628915-D

	<i>[40] Notice of Taking Deposition of Custodian of Records for US Bank</i>
10/14/2021	 Notice to Take Deposition Filed By: Plaintiff Accomando, Georgann Rose <i>[41] Notice of Taking Deposition of Custodian of Records for Huntington National Bank</i>
10/25/2021	 Notice of Appeal Filed By: Defendant Accomando, Mario <i>[42] Notice Of Appeal</i>
10/26/2021	 Motion to Compel Filed by: Plaintiff Accomando, Georgann Rose <i>[43] Plaintiff's Motion to Compel Defendant to File a Financial Disclosure Form, Comply with the Requirements of NRCP 16.2; Answer Outstanding Written Discovery and for Attorney's Fees</i>
10/26/2021	 Affidavit of Service Filed By: Plaintiff Accomando, Georgann Rose <i>[44] Affidavit of Service</i>
10/26/2021	 Affidavit of Service Filed By: Plaintiff Accomando, Georgann Rose <i>[45] Affidavit of Service</i>
10/26/2021	 Notice of Hearing <i>[46] Notice of Hearing</i>
10/27/2021	 Case Appeal Statement Filed By: Defendant Accomando, Mario <i>[47] Case Appeal Statement</i>
11/08/2021	 Certificate of Service Filed by: Plaintiff Accomando, Georgann Rose <i>[48] Certificate of Service</i>
11/16/2021	 Lis Pendens Filed by: Plaintiff Accomando, Georgann Rose <i>[49] Notice of Lis Pendens</i>
11/19/2021	 Order <i>[50] Order Awarding Attorney's Fees for Plaintiff</i>
11/19/2021	 Trial Management Order <i>[51] Trial Management Order</i>
11/19/2021	 Notice of Entry of Order Filed By: Plaintiff Accomando, Georgann Rose <i>[52] Notice of Entry of Order</i>
11/23/2021	 Order to Show Cause <i>[53] Order to Show Cause</i>
11/24/2021	 Memorandum of Costs and Disbursements Filed by: Plaintiff Accomando, Georgann Rose <i>[54] Plaintiff's Affidavit and Supplemental Memorandum of Fees and Costs</i>
11/24/2021	 Affidavit Filed By: Plaintiff Accomando, Georgann Rose <i>[55] Plaintiff's Affidavit and Supplemental Memorandum of Fees and Costs</i>
11/24/2021	 Exhibits Filed By: Plaintiff Accomando, Georgann Rose <i>[56] Plaintiff's Exhibit Appendix</i>
11/26/2021	 Notice of Telephonic Hearing Filed by: Defendant Accomando, Mario


















CASE SUMMARY

CASE NO. D-21-628915-D

	<i>[57] Notice of Telephonic Hearing</i>
12/07/2021	 Discovery Commissioners Report and Recommendations <i>[58] Discovery Commissioners Report and Recommendations</i>
12/08/2021	 Certificate of Service Filed by: Plaintiff Accomando, Georgann Rose <i>[59] Certificate of Service</i>
12/12/2021	 Notice of Telephonic Hearing Filed by: Defendant Accomando, Mario <i>[60] Notice of Telephonic Appearance</i>
12/21/2021	 Affidavit of Service Filed By: Plaintiff Accomando, Georgann Rose <i>[61] Affidavit of Service</i>
12/21/2021	 Certificate of Service Filed by: Plaintiff Accomando, Georgann Rose <i>[62] Amended Certificate of Service</i>
12/22/2021	 Order <i>[63] Order on Discovery Commissioner's Report and Recommendations</i>
12/23/2021	 Notice of Entry Filed By: Plaintiff Accomando, Georgann Rose <i>[64] Notice of Entry of Order</i>
01/10/2022	 NV Supreme Court Clerks Certificate/Judgment - Dismissed <i>[65] Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Dismissed</i>
01/11/2022	 Notice of Appeal Filed By: Defendant Accomando, Mario <i>[66] Notice of Appeal</i>
01/12/2022	 Motion Filed By: Defendant Accomando, Mario <i>[67] Motion For Mediation</i>
01/13/2022	 Notice of Hearing <i>[68] Notice of Hearing</i>
01/13/2022	 Case Appeal Statement <i>[69] Case Appeal Statement</i>
01/18/2022	 Certificate of Service Filed by: Plaintiff Accomando, Georgann Rose <i>[70] Certificate of Service</i>
01/25/2022	 Receipt Filed by: Plaintiff Accomando, Georgann Rose <i>[71] Receipt of Check</i>
01/31/2022	 Order <i>[72] Order from 1.13.22 OSC Hearing</i>
02/01/2022	 Notice of Entry of Order Filed By: Plaintiff Accomando, Georgann Rose <i>[73] Notice of Entry of Order</i>
02/02/2022	 Pre-trial Memorandum Filed By: Plaintiff Accomando, Georgann Rose <i>[74] Plaintiff's Pre-trial Memorandum</i>
02/04/2022	 Financial Disclosure Form



















CASE SUMMARY

CASE NO. D-21-628915-D

	Filed by: Plaintiff Accomando, Georgann Rose <i>[75] Plaintiff's General Financial Disclosure Form</i>
02/09/2022	 Receipt Filed by: Plaintiff Accomando, Georgann Rose <i>[76] Receipt of Check</i>
02/16/2022	 Trial Management Order <i>[77] Continued Trial Management Order</i>
03/09/2022	 NV Supreme Court Clerks Certificate/Judgment - Dismissed <i>[78] Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Dismissed</i>
03/10/2022	 Affidavit of Resident Witness Filed by: Plaintiff Accomando, Georgann Rose <i>[79] Affidavit of Resident Witness</i>
03/16/2022	 Notice of Appeal Filed By: Defendant Accomando, Mario <i>[80] Notice Of Appeal</i>
03/21/2022	 Case Appeal Statement <i>[81] Case Appeal Statement</i>
03/29/2022	 Memorandum Filed By: Plaintiff Accomando, Georgann Rose <i>[82] Memorandum of Fees and Costs</i>
04/01/2022	 Motion Filed By: Plaintiff Accomando, Georgann Rose <i>[83] Motion for More Definite Statement</i>
04/02/2022	 Notice of Hearing <i>[84] Notice of Hearing</i>
04/07/2022	 Motion for Clarification Filed by: Plaintiff Accomando, Georgann Rose <i>[85] Motion for Clarification of the Court's Orders in Regards to the 9607 Lane Horse Drive Property on Order Shortening Time</i>
04/08/2022	 Notice of Hearing <i>[86] Notice of Hearing</i>
04/08/2022	 Certificate of Service Filed by: Plaintiff Accomando, Georgann Rose <i>[87] Certificate of Service</i>
04/08/2022	 Certificate of Service Filed by: Plaintiff Accomando, Georgann Rose <i>[88] Certificate of Service</i>
04/08/2022	 Ex Parte Application Filed by: Plaintiff Accomando, Georgann Rose <i>[89] Ex Parte Motion for an Order Shortening Time</i>
04/08/2022	 Ex Parte Application for Order Party: Plaintiff Accomando, Georgann Rose <i>[90] Ex Parte Application for An Order Shortening Time</i>
04/11/2022	 Order Shortening Time <i>[91] Order Shortening Time on 5.9.22 and 5.27.22 Chambers Motions</i>
04/12/2022	 Notice of Entry of Order Filed By: Plaintiff Accomando, Georgann Rose <i>[92] Notice of Entry of Order</i>

CASE SUMMARY

CASE NO. D-21-628915-D

04/15/2022	 Notice of Rescheduling of Hearing <i>[93] Notice of Rescheduling of Hearing</i>
04/18/2022	 Order <i>[94] Order for Continued Medicaid Coverage</i>
04/18/2022	 Notice of Entry Filed By: Plaintiff Accomando, Georgann Rose <i>[95] Notice of Entry of Order</i>
04/20/2022	 Peremptory Challenge Filed By: Defendant Accomando, Mario <i>[96] Peremptory Challenge</i>
04/20/2022	 Notice of Department Reassignment <i>[97] Notice of reassignment</i>
04/20/2022	 Order <i>[98] Order Reassigning Case</i>
04/21/2022	 Notice of Department Reassignment <i>[99] Notice of Department Reassignment</i>
05/03/2022	 NV Supreme Court Clerks Certificate/Judgment - Dismissed <i>[100] Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Dismissed</i>
05/25/2022	 Order <i>[101] Order regarding Lame Horse Drive Property</i>
05/26/2022	 Notice of Entry Filed By: Plaintiff Accomando, Georgann Rose <i>[102] Notice of Entry of Order</i>
05/26/2022	 Subpoena Duces Tecum Filed by: Plaintiff Accomando, Georgann Rose <i>[103] Subpoena Duces Tecum for Custodian of Records of Chase Bank</i>
06/20/2022	 Notice Filed By: Defendant Accomando, Mario <i>[104] Notice</i>
06/29/2022	 Decree of Divorce <i>[105] Decree of Divorce</i>
07/06/2022	 Notice of Entry of Decree Party: Plaintiff Accomando, Georgann Rose <i>[106] Notice of Entry of Decree of Divorce</i>
08/29/2022	 Notice of Entry Filed By: Plaintiff Accomando, Georgann Rose <i>[107] Notice of Entry of Order</i>
08/29/2022	 Motion for Order to Show Cause Filed By: Plaintiff Accomando, Georgann Rose <i>[108] Plaintiff's Motion for An Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with Terms of Decree of Divorce</i>
08/29/2022	 Notice of Appeal Filed By: Defendant Accomando, Mario <i>[109] Notice of Appeal - Decree</i>
08/30/2022	 Exhibits Filed By: Plaintiff Accomando, Georgann Rose <i>[110] Plaintiff's Exhibit Appendix</i>

CASE SUMMARY

CASE NO. D-21-628915-D

08/31/2022



Case Appeal Statement
Case Appeal Statement

HEARINGS

08/03/2021



Minute Order (8:00 AM) (Judicial Officer: Mastin, Amy M.)

Minute Order - No Hearing Held;

Journal Entry Details:

MINUTE ORDER - NO HEARING HELD AND NO APPEARANCES NRCP 1 and EDCR 1.10 state the procedures in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action. COURT FINDS on July 14, 2021, an Order for Family Mediation Center Services and an Order Setting Case Management Conference and Directing Compliance With NRCP 16.2 were filed and set for a hearing on September 9, 2021 at 11:30 a.m. COURT FINDS on July 23, 2021, Plaintiff filed a Motion for Temporary Award of Interim Spousal Support and for Attorney's Fees, which was set for a hearing on September 14, 2021 at 10:00 a.m. Therefore, in the interest of judicial economy, COURT ORDERS the September 9, 2021 hearings shall be CONTINUED to September 14, 2021 at 10:00 a.m. to be heard simultaneously with the Plaintiff's Motion. A copy of the Court's minute order shall be provided to Plaintiff's attorney and Defendant via e-mail, if an e-mail address is on record with the Court; if no e-mail address is available the minute order shall be mailed to the physical address of record. CLERK'S NOTE: A copy of this minute order emailed to the parties/counsel. (kw 8/3/21);

Minute Order - No Hearing Held

09/14/2021

Case Management Conference (10:00 AM) (Judicial Officer: Mastin, Amy M.)

09/09/2021 Reset by Court to 09/14/2021

Hearing Set; See all pending dated 9/17/21

Hearing Set

09/14/2021

Return Hearing (10:00 AM) (Judicial Officer: Mastin, Amy M.)

FMC

09/09/2021 Reset by Court to 09/14/2021

Matter Heard; See all pending dated 9/17/21

Matter Heard

09/14/2021

Motion (10:00 AM) (Judicial Officer: Mastin, Amy M.)

Motion for Temporary Award of Interim Spousal Support and for Attorney's Fees

Granted; See all pending dated 9/17/21

Granted

09/14/2021



All Pending Motions (10:00 AM) (Judicial Officer: Mastin, Amy M.)

MINUTES

Matter Heard;

Journal Entry Details:

MOTION: MOTION FOR TEMPORARY AWARD OF INTERIM SPOUSAL SUPPORT AND FOR ATTORNEY'S FEES... CASE MANAGEMENT CONFERENCE... RETURN HEARING: FMC Plaintiff and Ms. Milano present via VIDEO CONFERENCE through the Bluejeans application. Court reviewed the case. Court noted Defendant not present. Court further noted Defendant's Motions recently filed, to continue the matter, which were not served upon Plaintiff's counsel. Ms. Milano stated concerns with Defendant not complying with any of the court's orders. Ms. Milano advised Plaintiff is in dire need of interim financial support. Ms. Milano stated the parties have a rental property, which the rent is \$1,300.00 per month. Ms. Milano requested the rental income be paid directly to Plaintiff. Court noted Defendant's refusal to participate, failure to respond to Plaintiff's motion and file his financial disclosure form. Court advised inclined to assume Defendant agrees with the motion. Ms. Milano further requested attorney's fees. Ms. Milano advised the parties have multiple properties and requested the sale of properties to pay attorney's fees. Ms. Milano further requested temporary visitation. Court stated concerns with the requested relief not being before the court. Discussion regarding setting the matter for trial. COURT ORDERED the following; Plaintiff's Motion shall be GRANTED; Plaintiff shall receive \$1,000.00 per month in temporary support; Should there be no contract barring or precluding Plaintiff receiving the payment, Plaintiff shall receive the rental income from the property located at 9607 Lane Horse Drive. The tenant shall pay the rent to Plaintiff directly. Plaintiff shall keep track of the excess money received from the rental income; Ms. Milano shall submit a Memorandum of Fees and costs, with Brunzell factors, as it pertains to today's Motion; Matter set for a PRE-TRIAL CONFERENCE on November 16, 2021 at 1:30 pm. Ms. Milano shall prepare the Order from today's hearing.;

Matter Heard

10/12/2021



Minute Order (4:00 PM) (Judicial Officer: Mastin, Amy M.)

Minute Order - No Hearing Held;

CASE SUMMARY

CASE NO. D-21-628915-D

Journal Entry Details:

MINUTE ORDER- NO HEARING HELD AND NO APPEARANCES NRCP 1 and EDCR 1.10 state the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action. COURT FINDS there are presently four matters calendared in the above-entitled case: Defendant s Motion to Determine Mental Health of Plaintiff, filed August 16, 2021, set for decision in chambers October 15, 2021; Defendant s Motion to Continue Hearing, filed September 13, 2021, set for decision in chambers November 12, 2021; the Pre-Trial Conference, set by the Court for November 16, 2021 and Plaintiff s Motion for an Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant s Failure to Comply with NRCP 16.2 Mandatory Disclosure Requirements, and for his Failure to Make Ordered Spousal Support Payments and for Attorney s Fees, filed October 8, 2021 and set for hearing November 30, 2021. COURT FINDS as to Defendant s Motion to Determine Mental Health of Plaintiff, there is no proof of service of the Motion on Plaintiff. COURT FURTHER FINDS the Motion was not signed by Defendant, nor was the Verification signed. COURT FURTHER FINDS it appears from the content of the Motion that Defendant is seeking relief from this Court pursuant to NRS Chapter 433A.200, which allows for certain individuals to petition the Court to Order the involuntary admission of others to outpatient mental health services or inpatient facilities under certain, very limited circumstances. COURT FURTHER FINDS this is a cause of action that stands alone and would not be considered by this Court within a divorce proceeding. THEREFORE, COURT ORDERS this Motion is vacated from the Court s October 15, 2021 chambers calendar. COURT FINDS as to the Motion to Continue Hearing, there is no proof of service of the Motion on Plaintiff. COURT FURTHER FINDS the Motion seeks to continue a hearing that was set for September 14, 2021 on Plaintiff s Motion for Award of Interim Spousal Support and for Attorney s Fees. COURT FURTHER FINDS the hearing set for September 14, 2021 was heard and adjudicated in Defendant s absence due to his failure to timely respond to Plaintiff s Motion that was properly served on him July 29, 2021. THEREFORE, COURT ORDERS this Motion is vacated from the Court s November 12, 2021 chambers calendar as moot. COURT FINDS as to the October 8, 2021 Motion for Order to Show Cause, to the extent the motion seeks to address Defendant s failure to comply with NRCP 16.2 mandatory disclosure requirements, that requested relief must first be brought before the Discovery Commissioner pursuant to NRCP 16.2(k). COURT FINDS to the extent the Motion seeks to enforce this Court s order for interim spousal support, for purposes of judicial economy, the matter will be heard at the same time as the Pre-Trial Conference, November 16, 2021. THEREFORE, COURT ORDERS the Motion currently set for November 30, 2021 shall be re-set to the time of the parties Pre-Trial Conference, November 16, 2021 at 1:30 p.m. COURT FURTHER ORDERS any discovery related issues, i.e., failure to comply with mandatory disclosure requirements, shall first be brought before the Discovery Commissioner for Report and Recommendations. A copy of the Court s minute order shall be provided to Plaintiff s attorney and Defendant via e-mail, if an e-mail address is on record with the Court; if no e-mail address is available, the minute order shall be mailed to the physical address of record. CLERK'S NOTE: A copy of this minute order provided to the parties/counsel electronically. (kw 10/12/21) ;


Minute Order - No Hearing Held

10/15/2021 **CANCELED Motion** (7:00 AM) (Judicial Officer: Mastin, Amy M.)
Vacated
Defendant's Motion to Determine Mental Health of Plaintiff

11/12/2021 **CANCELED Motion** (7:00 AM) (Judicial Officer: Mastin, Amy M.)
Vacated
Motion to Continue Hearing

11/16/2021 **Pre Trial Conference** (1:30 PM) (Judicial Officer: Mastin, Amy M.)
Non Jury Trial; See all pending dated 11/29/21
Non Jury Trial

11/16/2021 **Motion** (1:30 PM) (Judicial Officer: Mastin, Amy M.)
Plaintiff's Motion for An Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with NRCP 16.2 Mandatory Disclosure Requirements, and for His Failure to Make Ordered Spousal Support Payments and For Attorney's Fees
11/30/2021 Reset by Court to 11/16/2021
See minute order dated 10/12/21
Order to Show Cause - To Issue; See all pending dated 11/29/21
Order to Show Cause - To Issue

11/16/2021  **All Pending Motions** (1:30 PM) (Judicial Officer: Mastin, Amy M.)
Matter Heard;
Journal Entry Details:


PRE TRIAL CONFERENCE...MOTION: PLAINTIFF'S MOTION FOR AN ORDER TO SHOW CAUSE REGARDING CONTEMPT AND THE IMPOSITION OF SANCTIONS FOR DEFENDANT'S FAILURE TO COMPLY WITH NRCP 16.2 MANDATORY DISCLOSURE REQUIREMENTS, AND FOR HIS FAILURE TO MAKE ORDERED SPOUSAL SUPPORT PAYMENTS AND FOR ATTORNEY'S FEES All parties present via VIDEO CONFERENCE through the Bluejeans application. Court noted Defendant's failure to appear for today's hearing. Court further noted Defendant's continued lack of compliance in the proceedings. Court further noted

CASE SUMMARY**CASE NO. D-21-628915-D**

Defendant's appeal. Ms. Milano advised there is also a Motion pending in front of the Discovery Commissioner. Court further noted Plaintiff's request for an Order to Show Cause for Defendant's failure to pay spousal support. COURT ORDERED the following; Ms. Milano shall submit a Memorandum of Fees and Costs, from the September 14, 2021 hearing, with Brunzell factors; Attorney's fees shall be DEFERRED to the Order to Show Cause hearing; An Order to Show Cause shall be GRANTED for Defendant's for contempt. Matter set for January 13, 2022 at 1:30 PM. Matter shall be conducted via VIDEO CONFERENCE; Matter set for a NON-JURY TRIAL on February 9, 2022 at 9:00 AM. Department M shall prepare and Issue a Trial Management Order;;

Matter Heard

11/23/2021

 **Minute Order** (1:30 PM) (Judicial Officer: Mastin, Amy M.)

Minute Order - No Hearing Held;

Journal Entry Details:

The court has considered PLAINTIFF'S MOTION TO COMPEL DEFENDANT TO FILE A FINANCIAL DISCLOSURE FORM, COMPLY WITH THE REQUIREMENTS OF NRCP 16.2; ANSWER OUTSTANDING WRITTEN DISCOVERY AND FOR ATTORNEY'S FEES (motion). Defendant has failed to file a timely opposition to the Motion to Compel. Pursuant to EDCR 5.503, Defendant is deemed to admit that the Motion to Compel is meritorious and to have consented to the court granting the same. The Motion is therefore Granted. All discovery requested by the Motion is compelled and will be provided by defendant on or before December 10, 2021. All objections except as to privilege are waived. A negative inference will automatically issue for any and all disclosures required by NRCP 16.2 that are not disclosed by Defendant by December 10, 2021 would not have supported Defendant's position in this matter. The District Court will determine the exact wording of the inference at the time of trial in the matter. Plaintiff's request for fees is preliminarily granted under Rule 37(a) (5), subject to proof. Plaintiff may file a supplemental memorandum of fees and costs, including the Brunzell factors, disparity in income, and following Cadle v. Woods Erickson. ALL FACTS, INCLUDING THOSE REGARDING THE BRUNZELL FACTORS, MUST BE INCLUDED IN A SEPARATE AFFIDAVIT. Plaintiff may submit a redacted timesheet seeking fees for time spent attempting to resolve the dispute which is the subject of the Motion to Compel, drafting pleadings (including supplemental pleadings) and a proposed DCRR. Plaintiff's supplemental pleading is due November 29, 2021. An untimely memorandum will not be considered. Defendant may respond to the memorandum of fees and costs on or before December 6, 2021. Plaintiff will submit a single report and recommendation on or before December 10, 2021 regarding both the Motion to Compel and the request for fees. As to the request for fees portion of the DCRR, Plaintiff will use the form DCRR regarding attorney fee awards found at <http://www.clarkcountycourts.us/departments/discovery/>. The court will set a status hearing on December 15, 2021 at 1:30 to determine if the report and recommendation has been submitted. The hearing presently set for December 1, 2021 at 1:00 PM is hereby vacated.;

Minute Order - No Hearing Held

12/01/2021

CANCELED Motion (1:00 PM) (Judicial Officer: Young, Jay)

Vacated - per Judge

Plaintiff's Motion to Compel Defendant to File a Financial Disclosure Form, Comply with the Requirements of NRCP 16.2; Answer Outstanding Written Discovery and for Attorney's Fees

12/15/2021


CANCELED Status Check (1:30 PM) (Judicial Officer: Mastin, Amy M.)

Vacated

Submission of report and recommendation

12/15/2021 Reset by Court to 12/15/2021

01/13/2022

 **Order to Show Cause** (1:30 PM) (Judicial Officer: Mastin, Amy M.)

MINUTES


Stayed;

Journal Entry Details:

ORDER TO SHOW CAUSE All parties present via VIDEO/TELEPHONE CONFERENCE through the Bluejeans application. Court reviewed the case and noted Defendant's failure to comply with the court's orders, which caused the matter to be set for today's Order to Show Cause. Plaintiff and Defendant SWORN and TESTIFIED. Defendant CANVASED by the Court as to his failure to comply with his spousal support obligation. Ms. Milano stated concerns with Defendant's lack of intent to comply with the court's orders and requested his Answer be stricken. Defendant requested the parties be sent to mediation to work out any issues. Court noted the parties have an upcoming trial set in February. COURT ORDERED the following; 1. Defendant's shall be held in CONTEMPT for failure to comply with his court ordered spousal support obligation. Any penalties shall be STAYED pending his compliance with the court's orders; 2. Defendant shall make two (2) payments of \$1,000.00, by money order, to Ms. Milano's office, located at 3365 Pepper Lane, Suite 102, Las Vegas, NV 89120. The first payment shall be due by January 24, 2022 and the second shall be due prior to February 9, 2022; 3. Ms. Milano shall prepare the Order from today's hearing.;

Stayed

02/09/2022

 **Non-Jury Trial** (9:00 AM) (Judicial Officer: Mastin, Amy M.)

CASE SUMMARY

CASE NO. D-21-628915-D

Matter Continued;

Journal Entry Details:

NON-JURY TRIAL Court noted Defendant's appeal on file and advised the matter will need to be taken off calendar pending the decision from the supreme court. COURT ORDERED the matter taken OFF CALENDAR. Matter shall be reset upon decision of the Appeal by the Supreme Court.;

Matter Continued

02/28/2022



Motion (7:00 AM) (Judicial Officer: Mastin, Amy M.)

Motion For Mediation

Minute Order - No Hearing Held;

Journal Entry Details:

MINUTE ORDER- NO HEARING HELD AND NO APPEARANCES NRCP 1 and EDCR 1.10 state the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action. Pursuant to EDCR 2.23(c), the judge may consider a motion on its merits at any time, with or without oral argument, and grant or deny it. EDCR 5.206(b) states that a copy of any documents filed MUST be served on all other parties to an action within 3 days of submission for filing. COURT FINDS: 1. On January 12, 2022, Defendant filed a Motion to Enter Mediation (Motion); 2. The Motion was set for a decision without a hearing on February 28, 2022, in chambers; and 3. To date, Defendant has failed to file proof that the Motion has been served on Plaintiff's attorney. Therefore, due to the service defect, COURT ORDERS the hearing scheduled for February 28, 2022 is OFF CALENDAR. COURT NOTES, this matter is set for an in-person Trial on March 7, 2022 at 9:00 a.m. A copy of the Court's minute order shall be provided to Defendant via email. CLERK'S NOTE: A copy of this minute order provided to the parties/counsel electronically. (kw 3/2/22) ;

Minute Order - No Hearing Held

03/07/2022



Non-Jury Trial (9:00 AM) (Judicial Officer: Mastin, Amy M.)

Rescheduled from 2.9.22

MINUTES

Matter Heard;

Journal Entry Details:

NON-JURY TRIAL According to the terms found in the Trial Management Order, Ms. Milano attempted to meet and confer with Defendant before trial, and Defendant declined. Upon the Court's inquiry, Defendant refused to participate in settlement negotiations. Plaintiff and Defendant swore and testified. Opening statements presented by the Defendant. Ms. Milano waived opening statements. Testimony and evidence presented; see worksheets. Closing arguments. COURT-ORDERED: 1) Based on the best interest standard, Plaintiff and Defendant shall have JOINT LEGAL and JOINT PHYSICAL CUSTODY of the minor child, Nina Rose Accomando; 2) Nina shall have TEENAGE DISCRETION as to her contact with both parents; 3) Defendant ADMONISHED not to disparage Plaintiff to Nina. Defendant instructed to affirmatively positive in his discussion regarding Plaintiff and encourage Nina to spend time with Plaintiff and foster their relationship. If the Defendant fails to follow this Order, the Court may be inclined to modify custody to the Plaintiff; 4) According to the parties' similar incomes, child support will not be ordered at this time; 5) The Arizona properties shall be listed for sale within the next 60 days. Plaintiff will choose the Realtor, and the Realtor will determine the fair market value of the properties and list them accordingly. Defendant instructed to fully cooperate and participate with the listings and sale of the properties. If the Defendant fails, the Court will find Defendant in contempt and sanction attorney's fees; 6) If the balloon payment on the mortgages defaults, both parties shall be equally responsible for one-half of the debt as tenants in common; 7) Defendant shall pay Plaintiff one-half of the lease/rental income received from this date, 3/07/2022, and forward. Defendant shall no longer accept cash payments from his tenants and show proof of rental income received; 8) Defendant owes Plaintiff one-half of the lease/rental income received for the last two (2) years. Defendant directed to prepare an accounting for the rent received and owed from the tenants for the last two (2) years and provide a copy to Plaintiff's counsel. Plaintiff is entitled to one half of the amount, and said funds shall be REDUCED TO JUDGMENT against the Defendant; 9) The marital residence shall be listed for sale within sixty (60) days. Plaintiff will choose the Realtor, and the Realtor will determine the property's fair market value and list accordingly. Defendant does not have a lease with the renter; therefore, there shall be no interference with the sale. Defendant shall not receive cash payments from the renter and shall provide proof of the amounts received. Defendant shall pay one-half of the rent income from the residence to Plaintiff pending close of escrow; 10) Plaintiff's counsel shall include in the final order an alimony analysis. The Court will award a lump sum amount of alimony to Plaintiff. Ms. Milano shall leave a blank in the order for the Court to enter an amount. Plaintiff and Defendant informed that rental income is a division of community property and will not be considered as a part of alimony; 11) The car is valued at \$15,000.00. Plaintiff shall receive one half of the value of \$7,500.00; 12) Defendant did not dispute the value of the community property and did not dispute Plaintiff's request to her personal property, to include the John Wayne photograph and furniture and furnishings as requested. Plaintiff shall retrieve all items within thirty (30) days of establishing residence. However, Plaintiff may retrieve the photograph immediately; 13) Based on Defendant's failure to comply with EDCR 7.6, EDCR 16.2, failure to comply with discovery and the Trial Management Order, and failure to participate with this litigation, Defendant shall pay the Plaintiff ATTORNEY'S FEES. The Court directed counsel to submit a Brunzell Affidavit and Memorandum of Fees and Costs leaving a blank in order for the Court to enter an amount; 14)

CASE SUMMARY

CASE NO. D-21-628915-D

Nina's account is community property. As of today's date, 3/07/2022, the account balance shall be equally divided, and Plaintiff shall receive her one-half balance within thirty (30) days. Defendant shall provide a copy of the bank statement to Plaintiff's counsel. The Court shall accept Defendant's testimony of \$65,000.00 in the account and \$23,400.00 of prepaid tuition; 15) The prepaid tuition shall remain in Nina's name, and the parties shall be joint owners. If Nina does not go to college, the amount will be equally reverted to the parties; 16) There are no community debts to divide; 17) Plaintiff shall keep the wedding ring. Plaintiff's maiden name shall be RESTORED; 18) DIVORCE GRANTED. Ms. Milano shall prepare the proposed findings and conclusions of law and include the cost of said findings as a part of the attorney's fees award. Ms. Milano shall have thirty (30) days to prepare the Decree and submit it to Defendant for review and signature. Upon receipt, Defendant shall have ten (10) days to review..;

Matter Heard

04/19/2022 **CANCELED Motion** (9:30 AM) (Judicial Officer: Mastin, Amy M.)

Vacated - per Order

Plaintiff's Motion for More Definite Statement

05/09/2022 Reset by Court to 04/19/2022

05/26/2022 **CANCELED Motion** (9:00 AM) (Judicial Officer: Mastin, Amy M.)

Vacated - per Order

Motion for Clarification of the Court's Orders in Regards to the 9607 Lane Horse Drive Property on Order Shortening Time

04/19/2022 Reset by Court to 04/28/2022

04/28/2022 Reset by Court to 06/01/2022

05/27/2022 Reset by Court to 04/19/2022

06/01/2022 Reset by Court to 06/07/2022

06/07/2022 Reset by Court to 05/26/2022

SERVICE

06/16/2021

Summons

Accomando, Mario

Served: 06/18/2021

Heather S. Smith
CLERK OF THE COURT

1 DECD
2 MARIA L. MILANO, ESQ.
3 Nevada Bar # 7121
4 REZA ATHARI & ASSOCIATES, PLLC
5 A multi-jurisdictional law firm
6 3365 Pepper Ln., Suite 102
7 Las Vegas, NV 89120
8 Tel: (702) 727-7777
9 Fax: (702) 458-8508
10 mariamilano@atharilaw.com
11 Attorney for Plaintiff,
12 GEORGANN ROSE ACCOMANDO

13
14 DISTRICT COURT, FAMILY DIVISION
15 CLARK COUNTY, NEVADA
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GEORGANN ROSE ACCOMANDO,)	CASE NO.:	D-21-628915-D
)	DEPT. NO.:	M
Plaintiff,)		
)	Date of Trial:	3/7/22
vs.)	Time of Trial:	9:00 a.m.
)		
MARIO ACCOMANDO,)		
)		
Defendant,)		

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DECREE OF DIVORCE

COME NOW the parties, Plaintiff, GEORGANN ROSE ACCOMANDO,
represented by her counsel of record, MARIA L. MILANO, ESQ., of
REZA ATHARI & ASSOCIATES, PLLC and Defendant MARIO ACCOMANDO,
appearing in proper person, having attended the Trial on March 7,
2022, the COURT NOTED that according to the terms found in the
Trial Management Order, Ms. Milano attempted to meet and confer
with Defendant before trial, and Defendant declined. Upon the
Court's inquiry, Defendant refused to participate in settlement
negotiations.

1 The Court having heard the statements and arguments of the
2 parties and having considered all the papers, pleadings on file and
3 evidence presented herein, FINDS:

4 **FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

5 1. ALIMONY:

6 The Court finds that after considering the evidence and
7 testimony of the Parties, that the Plaintiff is entitled to a lump
8 sum award of alimony. (12:11:13 - 12:11-18)

9 Pursuant to NRS 125.150 the Court has discretion to award such
10 alimony to either spouse in a specified principal sum or as
11 specified periodic payments as appears just and equitable; and
12 shall, to the extent practicable, make an equal disposition of the
13 community property of the parties, including, without limitation,
14 any community property transferred into an irrevocable trust
15 pursuant to NRS 123.125 over which the court acquires jurisdiction
16 pursuant to NRS 164.010, except that the court may make an unequal
17 disposition of the community property in such proportions as it
18 deems just if the court finds a compelling reason to do so and sets
19 forth in writing the reasons for making the unequal disposition....

20 In addition to any other factors the court considers relevant
21 in determining whether to award alimony and the amount of such an
22 award, the court shall consider: (a) the financial condition of
23 each spouse; (b) the nature and value of the respective property
24 of each spouse; (c) the contribution of each spouse to any
25 property held by the spouses pursuant to NRS 123.030; (d) the
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1 duration of the marriage; (e) the income, earning capacity, age and
2 health of each spouse; (f) the standard of living during the
3 marriage; (g) the career before the marriage of the spouse who
4 would receive the alimony; (h) the existence of specialized
5 education or training or the level of marketable skills attained by
6 each spouse during the marriage; (i) the contribution of either
7 spouse as a homemaker; the award of property granted by the court
8 in the divorce, other than child support and alimony, to the spouse
9 who would receive the alimony; and (k) the physical and mental
10 condition of each party as it related to the financial condition,
11 health and ability to work of that spouse....

13 Testimony at trial substantiates that both Parties are of an
14 advanced age, the Plaintiff is 68 years old (9:04:55) and the
15 Defendant is 74 years old (11:17:16); that the Plaintiff did not
16 complete high school (9:05:18); did not obtain any other education
17 or vocational training subsequent to leaving the 11th grade
18 (9:05:26); that Plaintiff has not had any meaningful employment
19 since the Parties married in 1995 (9:06:10); that the Plaintiff
20 assisted the Defendant in his real estate career (9:06:30-9:06:57),
21 and carried out the responsibilities of a homemaker throughout the
22 Parties' marriage (9:26:07). Furthermore the Plaintiff suffers from
23 lingering medical conditions from breast cancer (9:31:30) and given
24 the standard of living the Parties enjoyed during their marriage
25 ~~and the fact that the Defendant is likely concealing monthly~~
26 ~~income~~, the Court finds it appropriate to make a lump sum award of
28

1 alimony to the Plaintiff as the Court does not believe the
2 Defendant will comply ^{otherwise} ~~with the Court's orders~~. (12:11:13 -
3 12:11:18)

4 **THE COURT FURTHER FINDS**

5 2. That Plaintiff, for more than six weeks immediately
6 preceding the commencement of this action, has been an actual, bona
7 fide resident and domiciliary of the County of Clark, State of Nevada,
8 and during all of said period of time, Plaintiff had and still has the
9 intent to make the State of Nevada her home, residence and domicile
10 for an indefinite period of time; (9:04:47)

12 3. That the parties were married in Las Vegas, Nevada, on or
13 about June 10, 1995, and have been since that date have been husband
14 and wife; (09:04:58 -9:05:10)

15 4. That the Plaintiff and Defendant have one minor child in
16 common, NINA ROSE ACCOMANDO, born July 21, 2006 (Age 15), and the
17 Plaintiff is not now pregnant; (9:20:27-9:20:34)

18 5. That minor child has lived in Nevada for the past six
19 (6) months and that the minor child has lived with the Parties in Las
20 Vegas, Nevada for the past five (5) years. (9:25:12)

22 6. That any custody and visitation orders made herein are in
23 the best interest of the child (12:01:21 - 12:01:24);

24 NRS 125C.0035 states:

25 1. *that in any action for determining physical custody of a*
26 *minor child, the sole consideration of the court is the best interest*
27 *of the child. If it appears to the court that joint physical custody*
28

1 would be in the best interest of the child, the court may grant
2 physical custody to the parties jointly.

3 2. Preference must not be given to either parent for the sole
4 reason that the parent is the mother or the father of the child.

5 3. The court shall award physical custody in the following
6 order of preference unless in a particular case the best interest of
7 the child requires otherwise:
8

9 (a) To both parents jointly pursuant to NRS 125C.0025 or to
10 either parent pursuant to NRS 125C.003. If the court does
11 not enter an order awarding joint physical custody of a
12 child after either parent has applied for joint physical
13 custody, the court shall state in its decision the reason
14 for its denial of the parent's application.

15 (b) To a person or persons in whose home the child has been
16 living and where the child has had a wholesome and stable
17 environment.
18

19 (c) To any person related within the fifth degree of
20 consanguinity to the child whom the court finds suitable
21 and able to provide proper care and guidance for the child,
22 regardless of whether the relative resides within this
23 State.
24

25 (d) To any other person or persons whom the court finds
26 suitable and able to provide proper care and guidance for
27 the child.

28 That in determining the best interest of the child, the

1 Court must consider:

2 (a) The wishes of the child if the child is of sufficient age
3 and capacity to form an intelligent preference as to his or her
4 physical custody. COURT FINDS Nina is of sufficient age and capacity to form an
5 intelligent preference as to her custody.

6 (b) Any nomination of a guardian for the child by a parent.

COURT FINDS this factor is not applicable.

7 (c) Which parent is more likely to allow the child to have
8 frequent associations and a continuing relationship with the
9 noncustodial parent. COURT FINDS this factor is neutral.

10 (d) The level of conflict between the parents.

COURT FINDS this factor is neutral.

11 (e) The ability of the parents to cooperate to meet the needs
12 of the child. COURT FINDS this factor is neutral.

13 (f) The mental and physical health of the parents.

COURT FINDS this factor is neutral.

14 (g) The physical, developmental and emotional needs of the
15 child. COURT FINDS this factor is neutral.

16 (h) The nature of the relationship of the child with each
17 parent. COURT FINDS this factor is neutral.

18 (i) The ability of the child to maintain a relationship with any
19 sibling. COURT FINDS this factor is not applicable.

20 (j) Any history of parental abuse or neglect of the child or a
21 sibling of the child. COURT FINDS this factor is not applicable.

22 (k) Whether either parent or any other person seeking physical
23 custody has engaged in an act of domestic violence against the
24 child, a parent of the child or any other person residing with
25 the child. COURT FINDS this factor is not applicable.
26
27
28

(1) Whether either parent or any other person seeking physical custody has committed any act of abduction against the child or any other child. COURT FINDS this factor is not applicable.

The Court finds that it would be in the best interest to award the Parties joint legal and joint physical custody of the minor child as the child is of suitable age and discretion to make a determination as to where she would like to reside. (12:01:21 - 12:03:18)

7. That the amount of child support ordered herein is in accordance with NAC 425;

8. That this Court has personal jurisdiction over the parties
over custody of the minor child
and subject matter jurisdiction. (12:01:12 - 12:01:16)

NOW THEREFORE:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED: that as the Parties are incompatible in marriage with no chance of reconciliation, the bonds of matrimony now and heretofore existing between Plaintiff and Defendant be, and the same are, hereby wholly dissolved, set aside and forever held for naught, and an absolute Decree of Divorce is hereby granted to the Plaintiff, and each of the parties is hereby restored to the status of single, unmarried persons. (12:19:38-12:19:43)

IT IS HEREBY ORDERED ADJUDGED AND DECREED: the Court finds that it is in the minor child's best interest for the Plaintiff and Defendant be awarded joint legal and joint physical custody of the minor child. (12:01:21 - 12:01:24)

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Nina shall
2 have teenage discretion as to her contact with both parents and
3 Defendant is admonished not to disparage Plaintiff to Nina.
4 Defendant is instructed to be affirmatively positive in his
5 s with Nina
6 discussion regarding Plaintiff and encourage Nina to spend time
7 with Plaintiff and foster their relationship. (12:01:26 - 12:03:28)

8 ~~IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that if the~~
9 ~~Defendant fails to follow this Order, the Court may be inclined to~~
10 ~~modify custody in favor of the Plaintiff. (12:03:14 -12:03:18)~~

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that as a result
12 of the orders herein, the parties' shall have similar incomes and
13 assets, therefore, child support will not be ordered at this
14 time. (12:03:37 -12:04:05)

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the minor
16 child shall continue to be covered by Medicaid as and for
17 health insurance, and that any unreimbursed medical expenses
18 incurred for the minor child shall be borne equally by the Parties
19 pursuant to the "30/30 Rule" defined as follows:
20

21 Documentation of Out-of-pocket Expenses Required: A party who
22 incurs an out-of-pocket expense of medical care is required to
23 document that expense and proof of payment of that expense. A
24 receipt from the health care provider is sufficient to prove
25 the expense so long as the receipt has the name of the
26 children on it and shows payment by the party seeking
27 reimbursement.

28 Timely Submission of Requests for Reimbursement: The party who
has paid or incurred a health care expense for the minor
children must submit his or her claim for reimbursement from
the insurance company within the deadline required for
reimbursement by the insurance policy. If a party fails to
timely submit such a claim for reimbursement, and the claim is

1 denied by the insurance company as untimely, that party shall
2 pay the entire amount which would have been paid by the
3 insurance company as well as the entire expense which would
4 not have been paid by insurance if the claim had been timely
5 filed.

6 Mitigation of Health Expenses Required: Use of Covered
7 Insurance Providers: Each party has a duty to mitigate medical
8 expenses for the minor children. Absent compelling
9 circumstances, a party should take the minor child to a health
10 care provider covered by the insurance in effect and use
11 preferred or covered providers, if available, in order to
12 minimize the cost of healthcare for the minor child. The
13 burden is on the party using a non-covered health care
14 provider to demonstrate that the choice not to use a covered
15 provider or the lowest cost option was reasonably necessary in
16 the particular circumstances of that case. If the court finds
17 the choice of a non-covered or more expensive covered provider
18 was not reasonably necessary, then the court may impose a
19 greater portion of financial responsibility for the cost of
20 that health care to the party who incurred that expense up to
21 the full amount which would have been provided by the lowest
22 cost insurance choice.

23 Sharing of Insurance Information Required: The party providing
24 insurance coverage for the children has a continuing
25 obligation to provide insurance information to the other party
26 including, but not limited to, copies of policies and policy
27 amendments as they are received, claim forms, preferred
28 provider lists (as modified from time to time), and
identification cards. If the insuring party fails to timely
supply any of the above items to the other party, and that
failure results in a denial of a claim because of the
non-insuring parties' failure to comply with the procedures
required by the amended or updated insurance policies, the
party providing insurance shall be responsible for all
healthcare expenses incurred by the minor children for that
claim that would have been covered by insurance.

29 Reimbursement for Out-of-pocket Expenses: If either party
30 seeks reimbursement of an unreimbursed healthcare expense he
31 or she has incurred on behalf of the minor children, he or she
32 must submit such request for reimbursement to the other within
33 thirty(30) days of incurring such expense or being advised by
34 the provider that such expense would not be reimbursed. If
35 that party fails to request such reimbursement within that
36 time period, he or she shall forfeit any right to seek
37 reimbursement. If the other party receives a written request
38 for contribution for an unreimbursed health care expense for

1 the children, he or she must reimburse the other for fifty
2 (50%) of that expense within thirty(30) days of receipt of the
3 written request for contribution. That party must raise any
4 objection to the request for contribution within the thirty
5 (30) day period after the request for contribution is received
6 or they shall be deemed to have waived such objection. Any
7 objection to the request for contribution must be made in
8 writing. If the other party does not respond to the request
9 within the thirty (30) day period, that party may be assessed
10 attorney's fees if a contempt proceeding or court action is
11 required as a result of the party's failure to pay or timely
12 object.

13 Sharing Insurance Reimbursement: Any reimbursements for
14 payments made directly by a party or the parties to any
15 healthcare provider to the minor children shall be distributed
16 according to the amount of payment by each party. If a party
17 receives such a reimbursement, that party shall distribute the
18 reimbursement within seven (7) days of its receipt. (By

19 Order of the Court on 04-18-22)

20 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that the eight
21 parcels of land held by the Parties in Arizona shall be listed for
22 sale within the next 60 days. Plaintiff will choose the Realtor,
23 and the Realtor will determine the fair market value of the
24 properties and list them accordingly. That any equity realized from
25 the sale of said properties shall be split equally between the
26 parties. (12:04:55 - 12:05:20)

27 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant is
28 instructed to fully and timely cooperate with the listings,
transfers, and sales of the real properties adjudicated
herein. (12:05:18 - 12:06:05). Any offer received on any of the
real properties ordered to be sold that are within five percent
(5%) of their fair market value shall be deemed an acceptable

1 offer. (12:06:05 -12:06:13). If the Defendant fails to comply with
2 this order, the Court ~~will~~^{may} find Defendant in contempt and ~~impose~~^{will}
3 sanctions of attorney's fees should the Plaintiff have to return to
4 Court with representation to enforce this Court's orders. (12:06:06
5 - 12:06:16)

6
7 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that should the
8 balloon payments on the Pahrump real properties that were sold to
9 individuals, Patrick Clark and Armen Galstan, be missed, and should
10 said real properties revert in equal shares to the ownership of
11 both Parties, that said properties shall be held by the Parties as
12 tenants in common. (12:06:33 - 12:07:36)

13 **IT IS FUTHER ORDERED, ADJUDGED AND DECREED** that any payments
14 received in relation to the prior sale of the Pahrump properties
15 shall be split equally between the parties, the Defendant shall
16 provide proof of payment by providing cancelled checks to the
17 Plaintiff. (12:07:32 - 12:07:39)

18
19 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant
20 shall pay Plaintiff one-half of any and all lease/rental income
21 received from this date, March 7, 2022, forward within 30 days of
22 receiving it. Defendant shall no longer accept cash payments from
23 his tenants and show proof of rental income received to the
24 Plaintiff. (12:07:42 - 12:08:22)

25 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant
26 owes Plaintiff one-half of the lease/rental income received for the
27
28

1 last two (2) years on the condominium located at 9607 Lame Horse
2 Drive, Las Vegas, Nevada 89123. (12:08:23 - 12:08:33)

3 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant is
4 directed to prepare an accounting for the rent received from the
5 9607 Lame Horse Drive property for the last two (2) years and
6 provide a copy to Plaintiff's counsel within the next sixty (60)
7 days. Plaintiff is entitled to one half of the amount of the rents
8 collected by the Defendant during that time. (12:08:33-47)

9
10 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that the marital
11 residence located at 8546 Procyon St., Las Vegas, Nevada 89139
12 shall be listed for sale within sixty (60) days. Plaintiff will
13 choose the Realtor, and the Realtor will determine the property's
14 fair market value and list said property accordingly. As Defendant
15 does not have a lease with the renter, said renter shall pose no
16 interference with the sale. (12:08:58)

17
18 The Parties shall maintain said property in such a manner as
19 would maximize the sale price of said property. (12:16:35 -
20 12:17:12)

21 That the equity realized from the sale of said property shall
22 be equally split between the parties.

23 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant
24 shall no longer receive cash payments from the tenant at the
25 Procyon property, and shall provide proof of the amounts received
26 to the Plaintiff in the form of cancelled checks from tenant.
27
28

1 Defendant shall pay one-half of said rental income from the marital
2 residence to Plaintiff. (12:08:52 - 12:09:22)

3 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Plaintiff
4 shall be awarded the real property located at 9607 Lane Horse Drive
5 subject to Defendant's community share and other offsets or awards.
6 (By Order of the Court dated 05-25-22)
7

8 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** That Plaintiff
9 shall choose the realtor and said property shall be appraised
10 within sixty (60) days. (By Order of the Court dated 05-25-22)

11 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that any amounts
12 of lump sum alimony awarded to Plaintiff shall be deducted from
13 Defendant's one-half share of the appraised value of the Lane Horse
14 Drive property. (By Order dated 05-25-22)

15 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that any amounts ^{other}
16 as a result of this Decree or resulting from prior Orders
17 owed by the Defendant to Plaintiff shall also be offset from
18 Defendant's share of the Lane Horse Drive property. (By Order
19 dated 05-25-22)

20 **IT IS FURTHER, ORDERED, ADJUDGED AND DECREED** that Plaintiff
21 shall be awarded a lump sum award of alimony in the amount of
22 \$ 320,000.00 . (12:10:43 - 12:11:17)

23 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Plaintiff
24 and Defendant are informed that rental income is a division of
25 community property and shall not be considered as part of an award
26 of alimony. (12:11:23 - 12:11:29)
27
28

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the
2 undisputed value of the automobile currently in Defendant's
3 possession is \$15,000.00. Plaintiff shall receive one-half of the
4 value of said automobile in the amount \$7,500.00 which shall be
5 paid by the Defendant to the Plaintiff. (12:11:33 -12:11:40)
6

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the
8 undisputed value of the household items currently in the
9 Defendant's possessions is \$15,000.00. (9:28:07) Plaintiff shall
10 receive one-half of said value in the amount of \$7,500.00 (9:46:40
11 - 9:47:15) which shall be paid by the Defendant to Plaintiff from
12 his half of the equity realized from the sale of the real property
13 sold herein. (12:11:42)

14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Defendant
15 did not dispute the value of the community property and did not
16 dispute Plaintiff's request to her personal property, to include
17 the John Wayne photograph and desk that was constructed for her by
18 her grandfather as requested. (12:11:50) Plaintiff shall,
19 therefore, retrieve said items within thirty (30) days of
20 establishing residence. However, Plaintiff may retrieve the
21 photograph immediately. (12:11:59 -12:12:16) Plaintiff shall keep
22 the wedding ring. (12:18:18-12:18:40)
23

24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that based on
25 Defendant's failure to comply with EDCR 7.60, EDCR 16.2, failure to
26 comply with discovery and the Trial Management Order, and failure
27 to participate with this litigation, and failure to produce any
28

1 documents in support of his case, Defendant shall pay the
2 Plaintiff's attorney's fees in the amount of \$ 23,285.00 .

3 The fees awarded are reasonable based upon the Court's review of counsel's
4 ~~Plaintiff's counsel shall submit a Brunzell Affidavit and~~

5 Memorandum of Fees and Costs. (12:12:37 - 12:13:53)

and given Defendant's total and complete lack of participation in the litigation multiplying the fees incurred by
Plaintiff.

6 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that the bank
7 account established by the Defendant for the minor child is
8 community property. Therefore, one half of the account balance as
9 of March 7, 2022 shall be transferred to the Plaintiff within
10 thirty (30) days. The Court shall accept the Defendant's testimony
11 that said account contains \$65,0000. Defendant shall provide a copy
12 of the March, 2022 bank statement to Plaintiff's counsel within the
13 next thirty (30) days. That should there be less than \$65,000 in
14 said account, the Defendant shall have to explain to the Court the
15 reason for the disparity. (12:13:56 - 12:15:53)

16 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that the Court
17 shall accept Defendant's testimony that there is currently the
18 amount of \$23,400.00 on deposit in a prepaid tuition account for
19 the Parties' minor child. Said prepaid tuition account shall remain
20 for Nina's benefit, however, Plaintiff's name shall be added to
21 said account within thirty (30) days and the parties shall be joint
22 owners. Should Nina not go to college, the amount shall be equally
23 divided between the parties. (12:14:50 - 12:15:31)

24 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that there are no
25 community debts to divide. (12:15:56)
26
27
28

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Plaintiff's
2 maiden name shall be restored to GEORGANN ROSE REGIRO. (12:19:47)

3 IT IS FURTHER ORDERED ADJUDGED AND DECREED that as the
4 Defendant did not make the ordered spousal support payments in the
5 amount of One Thousand Dollars (\$1,000) for the months of October,
6 2021, November, 2021, December, 2021, he therefore, owes Plaintiff
7 the amount of Three Thousand Dollars (\$3,000) in back spousal
8 support which shall be paid from his one-half share of the equity
9 realized from the sale of the real property ordered sold herein.
10 (12:17:38 - 12:18:18)

12 IT IS FURTHER ORDERED ADJUDGED AND DECREED that any amounts
13 outstanding or owed shall be offset ~~from the~~ from the Defendant's
14 asseets that are liquidated (12:17:55 - 12:18:16)

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Ms. Milano
16 shall prepare the proposed findings and conclusions of law and
17 preparing the findings of fact and conclusions of law
18 include the cost of ~~said findings~~ as a part of the attorney's fees
19 award. Ms. Milano shall have thirty (30) days to prepare the Decree
20 and submit it to Defendant for review and signature. Upon receipt,
21 Defendant shall have ten (10) days to review, approve, and/or submit
requested changes.

22 NOTICE IS HEREBY GIVEN of the following provision of NRS

23 125C.0045(6):

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

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

6 **NOTICE IS HEREBY GIVEN** that the terms of the Hague Convention
7 of October 25, 1980, adopted by the 14th Session of the Hague
8 Conference on Private International Law apply if a parent abducts or
9 wrongfully retains a child in a foreign country. The parties are also
10 put on notice of the following provisions in NRS 125C.0045(8):

11 If a parent of the child lives in a foreign country or has
12 significant commitments in a foreign country:

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

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

26 **NOTICE IS HEREBY GIVEN** that the Parties are subject to the
27 relocation requirements of NRS 125C.006 & NRS 125C.0065. If joint
28

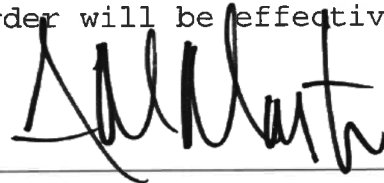
1 or primary physical custody has been established pursuant to an
2 order, judgment or decree of a court and one parent intends to
3 relocate his or her residence to a place outside of this State or
4 to a place within this State that is at such a distance that would
5 substantially impair the ability of the other parent to maintain a
6 meaningful relationship with the child, and the relocating parent
7 desires to take the child with him or her, the relocating parent
8 shall, before relocating: (a) attempt to obtain the written
9 consent of the non-relocating parent to relocate with the child;
10 and (b) if the non-relocating parent refuses to give that consent,
11 petition the court for permission to move and/or for primary
12 physical custody for the purpose of relocating. A parent who
13 desires to relocate with a child has the burden of proving that
14 relocating with the child is in the best interest of the child.
15 The court may award reasonable attorney's fees and costs to the
16 relocating parent if the court finds that the non-relocating
17 parent refused to consent to the relocating parent's relocation
18 with the child without having reasonable grounds for such refusal,
19 or for the purpose of harassing the relocating parent. A parent
20 who relocates with a child pursuant to this section without the
21 written consent of the other parent or the permission of the court
22 is subject to the provisions of NRS 200.359.

25 **NOTICE IS HEREBY GIVEN** that the Parties are subject to the
26 provisions of NRS 31A and 125.007 regarding the collection of
27 delinquent child support payments.
28

1 NOTICE IS HEREBY GIVEN that either party may request a review
2 of child support pursuant to NRS 125B.145.

3 NOTICE IS HEREBY GIVEN that if you want to adjust the amount
4 of child support established in this order, you must file a motion
5 to modify the order with or submit a stipulation to the court. If
6 a motion to modify this order is not filed or a stipulation is not
7 submitted, the child support obligation established in this order
8 will continue until such time as all children who are the subject
9 of this order reach 18 years of age, or, if the youngest child who
10 is subject to this order is still in high school when he or she
11 reaches 18 years of age, when the child graduates from high school
12 or reaches 19 years of age, whichever comes first. Unless the
13 parties agree otherwise in a stipulation, any modification made
14 pursuant to a motion to modify the order will be effective as of
15 the date the motion was filed.
16
17
18
19

Dated this 29th day of June, 2022



F7A 535 2CF4 F675

Amy M. Mastin

District Court Judge

20 Respectfully submitted by:



22 **MARIA L. MILANO, ESQ.**
23 Nevada Bar No. 7121
24 **REZA ATHARI & ASSOCIATES**
25 **A Multi-jurisdictional firm**
26 3365 Pepper Lane, Suite 102
27 Las Vegas, Nevada 89120
28 Attorney for Plaintiff,
GEORGANN ROSE ACCOMANDO

MARIO ACCOMANDO
8546 S. Procyon St.
Las Vegas, Nevada 89139
Defendant in Proper Person

NOTICE IS HEREBY GIVEN that you have an affirmative duty to update any changes in your personal information by filing a Notice of Change of Address form, which can be found at the following link:

<https://www.familylawselfhelpcenter.org/images/fo>

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State Bar of California - Board of Legal Specialization

* Admitted in California
** Admitted in Nevada
*** Admitted in Nevada & California
**** Admitted in New Jersey
***** Admitted in Illinois

Sent via e-service: ninaa1948@yahoo.com

June 10, 2022

Mario Accomando

8546 Procyon St.

Las Vegas, Nevada 89139

Re: Accomando v. Accomando, Case No. D-21-628915-D

Mr. Accomando:

Attached please find the latest **REVISED** proposed Decree of Divorce to which I have added the mandatory provisions as required by Nevada law and incorporated the Order of the Court filed May 26, 2022. Please bear in mind that you have ten (10) days from today to review the same and forward your written objections or requests for changes. Should you fail to do so, within that time frame, I will submit the Decree of Divorce to the Court without your signature.

Very truly yours,

Maria L. Milano

Maria L. Milano, Esq.

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Georgann Rose Accomando,
Plaintiff

CASE NO: D-21-628915-D

7 vs.

DEPT. NO. Department M

8
9 Mario Accomando, Defendant.

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 6/29/2022

15 State Department

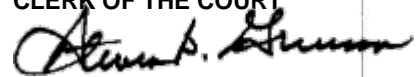
statedepartment@atharilaw.com

16 Maria Milano

mariamilano@atharilaw.com

17 Mario Accomando

ninaa1948@yahoo.com



1 NEOJ
2 MARIA L. MILANO, ESQ.
3 Nevada Bar No. 7121
4 REZA ATHARI & ASSOCIATES
5 A Multi-jurisdictional Law Firm
6 3365 Pepper Lane, Suite 102
7 Las Vegas, Nevada 89120
8 Tel: (702)727-7777
9 Fax: (702)458-8508
10 Email: mariamilano@atharilaw.com
11 Attorney for Plaintiff,
12 GEORGANN ROSE ACCOMANDO

13 DISTRICT COURT, FAMILY DIVISION

14 CLARK COUNTY, NEVADA

15 * * * * *

16 GEORGANN ROSE ACCOMANDO,)
17)
18 Plaintiff,)
19)
20 vs.)
21)
22 MARIO ACCOMANDO,)
23)
24 Defendant.)
25)
26)
27)
28)

CASE NO: D-21-628915-D
DEPT NO: M

29 NOTICE OF ENTRY OF DECREE OF DIVORCE

30 PLEASE TAKE NOTICE that the Decree of Divorce was entered in the
31 above-entitled matter on June 29, 2022, a true and correct copy is
32 attached hereto.

33 DATED this 6TH day of July, 2022.

34 By:




35 MARIA L. MILANO, Esq.
36 Nevada Bar # 7121
37 REZA ATHARI & ASSOCIATES, PLLC
38 A Multi-Jurisdictional Firm
39 3365 Pepper Lane, Suite #102
40 Las Vegas, NV 89120
41 Attorney for Plaintiff
42 GEORGANN ROSE ACCOMANDO

CERTIFICATE OF SERVICE

I declare under penalty of perjury that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On the 6th day of July, 2022, I served a true and correct copy of **NOTICE OF ENTRY OF DECREE OF DIVORCE** was sent to the party listed below via electronic service through the Eighth Judicial District Court's Odyssey E-File and Serve System, as follows:

**Mario Accomando
8546 Procyon Street
Las Vegas, Nevada 89139
ninaa1948@yahoo.com
Defendant in proper person**



Employee of Reza Athari & Associates

Heather S. Hume
CLERK OF THE COURT

1 DECD
2 MARIA L. MILANO, ESQ.
3 Nevada Bar # 7121
4 REZA ATHARI & ASSOCIATES, PLLC
5 A multi-jurisdictional law firm
6 3365 Pepper Ln., Suite 102
7 Las Vegas, NV 89120
8 Tel: (702) 727-7777
9 Fax: (702) 458-8508
10 mariamilano@atharilaw.com
11 Attorney for Plaintiff,
12 GEORGANN ROSE ACCOMANDO

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

10 GEORGANN ROSE ACCOMANDO,

11 Plaintiff,

12 vs.

13 MARIO ACCOMANDO,

14 Defendant,

)
) CASE NO.: D-21-628915-D
) DEPT. NO.: M
)
) Date of Trial: 3/7/22
) Time of Trial: 9:00 a.m.
)
)
)
)
)
)

DECREE OF DIVORCE

18 COME NOW the parties, Plaintiff, GEORGANN ROSE ACCOMANDO,
19 represented by her counsel of record, MARIA L. MILANO, ESQ., of
20 REZA ATHARI & ASSOCIATES, PLLC and Defendant MARIO ACCOMANDO,
21 appearing in proper person, having attended the Trial on March 7,
22 2022, the COURT NOTED that according to the terms found in the
23 Trial Management Order, Ms. Milano attempted to meet and confer
24 with Defendant before trial, and Defendant declined. Upon the
25 Court's inquiry, Defendant refused to participate in settlement
26 negotiations.
27
28

REZA ATHARI & ASSOCIATES, PLLC

1 The Court having heard the statements and arguments of the
2 parties and having considered all the papers, pleadings on file and
3 evidence presented herein, FINDS:

4 **FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

5 1. ALIMONY:

6 The Court finds that after considering the evidence and
7 testimony of the Parties, that the Plaintiff is entitled to a lump
8 sum award of alimony. (12:11:13 - 12:11-18)

9 Pursuant to NRS 125.150 the Court has discretion to award such
10 alimony to either spouse in a specified principal sum or as
11 specified periodic payments as appears just and equitable; and
12 shall, to the extent practicable, make an equal disposition of the
13 community property of the parties, including, without limitation,
14 any community property transferred into an irrevocable trust
15 pursuant to NRS 123.125 over which the court acquires jurisdiction
16 pursuant to NRS 164.010, except that the court may make an unequal
17 disposition of the community property in such proportions as it
18 deems just if the court finds a compelling reason to do so and sets
19 forth in writing the reasons for making the unequal disposition....

20 In addition to any other factors the court considers relevant
21 in determining whether to award alimony and the amount of such an
22 award, the court shall consider: (a) the financial condition of
23 each spouse; (b) the nature and value of the respective property
24 of each spouse; (c) the contribution of each spouse to any
25 property held by the spouses pursuant to NRS 123.030; (d) the
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27
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1 duration of the marriage; (e) the income, earning capacity, age and
2 health of each spouse; (f) the standard of living during the
3 marriage; (g) the career before the marriage of the spouse who
4 would receive the alimony; (h) the existence of specialized
5 education or training or the level of marketable skills attained by
6 each spouse during the marriage; (i) the contribution of either
7 spouse as a homemaker; the award of property granted by the court
8 in the divorce, other than child support and alimony, to the spouse
9 who would receive the alimony; and (k) the physical and mental
10 condition of each party as it related to the financial condition,
11 health and ability to work of that spouse....

13 Testimony at trial substantiates that both Parties are of an
14 advanced age, the Plaintiff is 68 years old (9:04:55) and the
15 Defendant is 74 years old (11:17:16); that the Plaintiff did not
16 complete high school (9:05:18); did not obtain any other education
17 or vocational training subsequent to leaving the 11th grade
18 (9:05:26); that Plaintiff has not had any meaningful employment
19 since the Parties married in 1995 (9:06:10); that the Plaintiff
20 assisted the Defendant in his real estate career (9:06:30-9:06:57),
21 and carried out the responsibilities of a homemaker throughout the
22 Parties' marriage (9:26:07). Furthermore the Plaintiff suffers from
23 lingering medical conditions from breast cancer (9:31:30) and given
24 the standard of living the Parties enjoyed during their marriage
25 ~~and the fact that the Defendant is likely concealing monthly~~
26 ~~income~~, the Court finds it appropriate to make a lump sum award of
28

1 alimony to the Plaintiff as the Court does not believe the
2 Defendant will comply ^{otherwise} ~~with the Court's orders~~. (12:11:13 -
3 12:11:18)

4 **THE COURT FURTHER FINDS**

5 2. That Plaintiff, for more than six weeks immediately
6 preceding the commencement of this action, has been an actual, bona
7 fide resident and domiciliary of the County of Clark, State of Nevada,
8 and during all of said period of time, Plaintiff had and still has the
9 intent to make the State of Nevada her home, residence and domicile
10 for an indefinite period of time; (9:04:47)

12 3. That the parties were married in Las Vegas, Nevada, on or
13 about June 10, 1995, and have been since that date have been husband
14 and wife; (09:04:58 -9:05:10)

15 4. That the Plaintiff and Defendant have one minor child in
16 common, NINA ROSE ACCOMANDO, born July 21, 2006 (Age 15), and the
17 Plaintiff is not now pregnant; (9:20:27-9:20:34)

18 5. That minor child has lived in Nevada for the past six
19 (6) months and that the minor child has lived with the Parties in Las
20 Vegas, Nevada for the past five (5) years. (9:25:12)

22 6. That any custody and visitation orders made herein are in
23 the best interest of the child (12:01:21 - 12:01:24);

24 NRS 125C.0035 states:

25 1. *that in any action for determining physical custody of a*
26 *minor child, the sole consideration of the court is the best interest*
27 *of the child. If it appears to the court that joint physical custody*
28

1 would be in the best interest of the child, the court may grant
2 physical custody to the parties jointly.

3 2. Preference must not be given to either parent for the sole
4 reason that the parent is the mother or the father of the child.

5 3. The court shall award physical custody in the following
6 order of preference unless in a particular case the best interest of
7 the child requires otherwise:
8

9 (a) To both parents jointly pursuant to NRS 125C.0025 or to
10 either parent pursuant to NRS 125C.003. If the court does
11 not enter an order awarding joint physical custody of a
12 child after either parent has applied for joint physical
13 custody, the court shall state in its decision the reason
14 for its denial of the parent's application.

15 (b) To a person or persons in whose home the child has been
16 living and where the child has had a wholesome and stable
17 environment.
18

19 (c) To any person related within the fifth degree of
20 consanguinity to the child whom the court finds suitable
21 and able to provide proper care and guidance for the child,
22 regardless of whether the relative resides within this
23 State.

24 (d) To any other person or persons whom the court finds
25 suitable and able to provide proper care and guidance for
26 the child.
27

28 That in determining the best interest of the child, the

1 Court must consider:

2 (a) The wishes of the child if the child is of sufficient age
3 and capacity to form an intelligent preference as to his or her
4 physical custody. COURT FINDS Nina is of sufficient age and capacity to form an
5 intelligent preference as to her custody.

6 (b) Any nomination of a guardian for the child by a parent.

COURT FINDS this factor is not applicable.

7 (c) Which parent is more likely to allow the child to have
8 frequent associations and a continuing relationship with the
9 noncustodial parent. COURT FINDS this factor is neutral.

10 (d) The level of conflict between the parents.

COURT FINDS this factor is neutral.

11 (e) The ability of the parents to cooperate to meet the needs
12 of the child. COURT FINDS this factor is neutral.

13 (f) The mental and physical health of the parents.

COURT FINDS this factor is neutral.

14 (g) The physical, developmental and emotional needs of the
15 child. COURT FINDS this factor is neutral.

16 (h) The nature of the relationship of the child with each
17 parent. COURT FINDS this factor is neutral.

18 (i) The ability of the child to maintain a relationship with any
19 sibling. COURT FINDS this factor is not applicable.

20 (j) Any history of parental abuse or neglect of the child or a
21 sibling of the child. COURT FINDS this factor is not applicable.

22 (k) Whether either parent or any other person seeking physical
23 custody has engaged in an act of domestic violence against the
24 child, a parent of the child or any other person residing with
25 the child. COURT FINDS this factor is not applicable.
26
27
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(1) Whether either parent or any other person seeking physical custody has committed any act of abduction against the child or any other child. COURT FINDS this factor is not applicable.

The Court finds that it would be in the best interest to award the Parties joint legal and joint physical custody of the minor child as the child is of suitable age and discretion to make a determination as to where she would like to reside. (12:01:21 - 12:03:18)

7. That the amount of child support ordered herein is in accordance with NAC 425;

8. That this Court has personal jurisdiction over the parties
over custody of the minor child
and subject matter jurisdiction. (12:01:12 - 12:01:16)

NOW THEREFORE:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED: that as the Parties are incompatible in marriage with no chance of reconciliation, the bonds of matrimony now and heretofore existing between Plaintiff and Defendant be, and the same are, hereby wholly dissolved, set aside and forever held for naught, and an absolute Decree of Divorce is hereby granted to the Plaintiff, and each of the parties is hereby restored to the status of single, unmarried persons. (12:19:38-12:19:43)

IT IS HEREBY ORDERED ADJUDGED AND DECREED: the Court finds that it is in the minor child's best interest for the Plaintiff and Defendant be awarded joint legal and joint physical custody of the minor child. (12:01:21 - 12:01:24)

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Nina shall
2 have teenage discretion as to her contact with both parents and
3 Defendant is admonished not to disparage Plaintiff to Nina.
4 Defendant is instructed to be affirmatively positive in his
5 discussion regarding Plaintiff and encourage Nina to spend time
6 with Plaintiff and foster their relationship. (12:01:26 - 12:03:28)

7
8 ~~IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that if the~~
9 ~~Defendant fails to follow this Order, the Court may be inclined to~~
10 ~~modify custody in favor of the Plaintiff. (12:03:14 -12:03:18)~~

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that as a result
12 of the orders herein, the parties' shall have similar incomes and
13 assets, therefore, child support will not be ordered at this
14 time. (12:03:37 -12:04:05)

15
16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the minor
17 child shall continue to be covered by Medicaid as and for
18 health insurance, and that any unreimbursed medical expenses
19 incurred for the minor child shall be borne equally by the Parties
20 pursuant to the "30/30 Rule" defined as follows:

21 Documentation of Out-of-pocket Expenses Required: A party who
22 incurs an out-of-pocket expense of medical care is required to
23 document that expense and proof of payment of that expense. A
24 receipt from the health care provider is sufficient to prove
25 the expense so long as the receipt has the name of the
26 children on it and shows payment by the party seeking
27 reimbursement.

28 Timely Submission of Requests for Reimbursement: The party who
has paid or incurred a health care expense for the minor
children must submit his or her claim for reimbursement from
the insurance company within the deadline required for
reimbursement by the insurance policy. If a party fails to
timely submit such a claim for reimbursement, and the claim is

1 denied by the insurance company as untimely, that party shall
2 pay the entire amount which would have been paid by the
3 insurance company as well as the entire expense which would
4 not have been paid by insurance if the claim had been timely
5 filed.

6 Mitigation of Health Expenses Required: Use of Covered
7 Insurance Providers: Each party has a duty to mitigate medical
8 expenses for the minor children. Absent compelling
9 circumstances, a party should take the minor child to a health
10 care provider covered by the insurance in effect and use
11 preferred or covered providers, if available, in order to
12 minimize the cost of healthcare for the minor child. The
13 burden is on the party using a non-covered health care
14 provider to demonstrate that the choice not to use a covered
15 provider or the lowest cost option was reasonably necessary in
16 the particular circumstances of that case. If the court finds
17 the choice of a non-covered or more expensive covered provider
18 was not reasonably necessary, then the court may impose a
19 greater portion of financial responsibility for the cost of
20 that health care to the party who incurred that expense up to
21 the full amount which would have been provided by the lowest
22 cost insurance choice.

23 Sharing of Insurance Information Required: The party providing
24 insurance coverage for the children has a continuing
25 obligation to provide insurance information to the other party
26 including, but not limited to, copies of policies and policy
27 amendments as they are received, claim forms, preferred
28 provider lists (as modified from time to time), and
identification cards. If the insuring party fails to timely
supply any of the above items to the other party, and that
failure results in a denial of a claim because of the
non-insuring parties' failure to comply with the procedures
required by the amended or updated insurance policies, the
party providing insurance shall be responsible for all
healthcare expenses incurred by the minor children for that
claim that would have been covered by insurance.

29 Reimbursement for Out-of-pocket Expenses: If either party
30 seeks reimbursement of an unreimbursed healthcare expense he
31 or she has incurred on behalf of the minor children, he or she
32 must submit such request for reimbursement to the other within
33 thirty(30) days of incurring such expense or being advised by
34 the provider that such expense would not be reimbursed. If
35 that party fails to request such reimbursement within that
36 time period, he or she shall forfeit any right to seek
37 reimbursement. If the other party receives a written request
38 for contribution for an unreimbursed health care expense for

1 the children, he or she must reimburse the other for fifty
2 (50%) of that expense within thirty(30) days of receipt of the
3 written request for contribution. That party must raise any
4 objection to the request for contribution within the thirty
5 (30) day period after the request for contribution is received
6 or they shall be deemed to have waived such objection. Any
7 objection to the request for contribution must be made in
8 writing. If the other party does not respond to the request
9 within the thirty (30) day period, that party may be assessed
10 attorney's fees if a contempt proceeding or court action is
11 required as a result of the party's failure to pay or timely
12 object.

8 Sharing Insurance Reimbursement: Any reimbursements for
9 payments made directly by a party or the parties to any
10 healthcare provider to the minor children shall be distributed
11 according to the amount of payment by each party. If a party
receives such a reimbursement, that party shall distribute the
reimbursement within seven (7) days of its receipt. (By

12 Order of the Court on 04-18-22)

13
14 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that the eight
15 parcels of land held by the Parties in Arizona shall be listed for
16 sale within the next 60 days. Plaintiff will choose the Realtor,
17 and the Realtor will determine the fair market value of the
18 properties and list them accordingly. That any equity realized from
19 the sale of said properties shall be split equally between the
20 parties. (12:04:55 - 12:05:20)

21 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant is
22 instructed to fully and timely cooperate with the listings,
23 transfers, and sales of the real properties adjudicated
24 herein. (12:05:18 - 12:06:05). Any offer received on any of the
25 real properties ordered to be sold that are within five percent
26 (5%) of their fair market value shall be deemed an acceptable
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1 offer. (12:06:05 -12:06:13). If the Defendant fails to comply with
2 this order, the Court ~~will~~^{may} find Defendant in contempt and ~~impose~~^{will}
3 sanctions of attorney's fees should the Plaintiff have to return to
4 Court with representation to enforce this Court's orders. (12:06:06
5 - 12:06:16)

6
7 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that should the
8 balloon payments on the Pahrump real properties that were sold to
9 individuals, Patrick Clark and Armen Galstan, be missed, and should
10 said real properties revert in equal shares to the ownership of
11 both Parties, that said properties shall be held by the Parties as
12 tenants in common. (12:06:33 - 12:07:36)

13 **IT IS FUTHER ORDERED, ADJUDGED AND DECREED** that any payments
14 received in relation to the prior sale of the Pahrump properties
15 shall be split equally between the parties, the Defendant shall
16 provide proof of payment by providing cancelled checks to the
17 Plaintiff. (12:07:32 - 12:07:39)

18
19 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant
20 shall pay Plaintiff one-half of any and all lease/rental income
21 received from this date, March 7, 2022, forward within 30 days of
22 receiving it. Defendant shall no longer accept cash payments from
23 his tenants and show proof of rental income received to the
24 Plaintiff. (12:07:42 - 12:08:22)

25 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant
26 owes Plaintiff one-half of the lease/rental income received for the
27
28

1 last two (2) years on the condominium located at 9607 Lame Horse
2 Drive, Las Vegas, Nevada 89123. (12:08:23 - 12:08:33)

3 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant is
4 directed to prepare an accounting for the rent received from the
5 9607 Lame Horse Drive property for the last two (2) years and
6 provide a copy to Plaintiff's counsel within the next sixty (60)
7 days. Plaintiff is entitled to one half of the amount of the rents
8 collected by the Defendant during that time. (12:08:33-47)

9
10 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that the marital
11 residence located at 8546 Procyon St., Las Vegas, Nevada 89139
12 shall be listed for sale within sixty (60) days. Plaintiff will
13 choose the Realtor, and the Realtor will determine the property's
14 fair market value and list said property accordingly. As Defendant
15 does not have a lease with the renter, said renter shall pose no
16 interference with the sale. (12:08:58)

17 The Parties shall maintain said property in such a manner as
18 would maximize the sale price of said property. (12:16:35 -
19 12:17:12)

20
21 That the equity realized from the sale of said property shall
22 be equally split between the parties.

23 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant
24 shall no longer receive cash payments from the tenant at the
25 Procyon property, and shall provide proof of the amounts received
26 to the Plaintiff in the form of cancelled checks from tenant.
27
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1 Defendant shall pay one-half of said rental income from the marital
2 residence to Plaintiff. (12:08:52 - 12:09:22)

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff
4 shall be awarded the real property located at 9607 Lane Horse Drive
5 subject to Defendant's community share and other offsets or awards.
6 (By Order of the Court dated 05-25-22)
7

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED That Plaintiff
9 shall choose the realtor and said property shall be appraised
10 within sixty (60) days. (By Order of the Court dated 05-25-22)

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any amounts
12 of lump sum alimony awarded to Plaintiff shall be deducted from
13 Defendant's one-half share of the appraised value of the Lane Horse
14 Drive property. (By Order dated 05-25-22)

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any amounts ^{other}
16 as a result of this Decree or resulting from prior Orders
17 owed by the Defendant to Plaintiff shall also be offset from
18 Defendant's share of the Lane Horse Drive property. (By Order
19 dated 05-25-22)

20 IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that Plaintiff
21 shall be awarded a lump sum award of alimony in the amount of
22 \$ 320,000.00 . (12:10:43 - 12:11:17)

23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Plaintiff
24 and Defendant are informed that rental income is a division of
25 community property and shall not be considered as part of an award
26 of alimony. (12:11:23 - 12:11:29)
27
28

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the
2 undisputed value of the automobile currently in Defendant's
3 possession is \$15,000.00. Plaintiff shall receive one-half of the
4 value of said automobile in the amount \$7,500.00 which shall be
5 paid by the Defendant to the Plaintiff. (12:11:33 -12:11:40)
6

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the
8 undisputed value of the household items currently in the
9 Defendant's possessions is \$15,000.00. (9:28:07) Plaintiff shall
10 receive one-half of said value in the amount of \$7,500.00 (9:46:40
11 - 9:47:15) which shall be paid by the Defendant to Plaintiff from
12 his half of the equity realized from the sale of the real property
13 sold herein. (12:11:42)
14

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Defendant
16 did not dispute the value of the community property and did not
17 dispute Plaintiff's request to her personal property, to include
18 the John Wayne photograph and desk that was constructed for her by
19 her grandfather as requested. (12:11:50) Plaintiff shall,
20 therefore, retrieve said items within thirty (30) days of
21 establishing residence. However, Plaintiff may retrieve the
22 photograph immediately. (12:11:59 -12:12:16) Plaintiff shall keep
23 the wedding ring. (12:18:18-12:18:40)
24

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that based on
26 Defendant's failure to comply with EDCR 7.60, EDCR 16.2, failure to
27 comply with discovery and the Trial Management Order, and failure
28 to participate with this litigation, and failure to produce any

1 documents in support of his case, Defendant shall pay the
2 Plaintiff's attorney's fees in the amount of \$ 23,285.00 .
3 The fees awarded are reasonable based upon the Court's review of counsel's
4 ~~Plaintiff's counsel shall submit a Brunzell Affidavit and~~
5 Memorandum of Fees and Costs. (12:12:37 - 12:13:53)
and given Defendant's total and complete lack of participation in the litigation multiplying the fees incurred by
Plaintiff.

6 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that the bank
7 account established by the Defendant for the minor child is
8 community property. Therefore, one half of the account balance as
9 of March 7, 2022 shall be transferred to the Plaintiff within
10 thirty (30) days. The Court shall accept the Defendant's testimony
11 that said account contains \$65,0000. Defendant shall provide a copy
12 of the March, 2022 bank statement to Plaintiff's counsel within the
13 next thirty (30) days. That should there be less than \$65,000 in
14 said account, the Defendant shall have to explain to the Court the
15 reason for the disparity. (12:13:56 - 12:15:53)

16 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that the Court
17 shall accept Defendant's testimony that there is currently the
18 amount of \$23,400.00 on deposit in a prepaid tuition account for
19 the Parties' minor child. Said prepaid tuition account shall remain
20 for Nina's benefit, however, Plaintiff's name shall be added to
21 said account within thirty (30) days and the parties shall be joint
22 owners. Should Nina not go to college, the amount shall be equally
23 divided between the parties. (12:14:50 - 12:15:31)

24 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that there are no
25 community debts to divide. (12:15:56)
26
27
28

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Plaintiff's
2 maiden name shall be restored to GEORGANN ROSE REGIRO. (12:19:47)

3 IT IS FURTHER ORDERED ADJUDGED AND DECREED that as the
4 Defendant did not make the ordered spousal support payments in the
5 amount of One Thousand Dollars (\$1,000) for the months of October,
6 2021, November, 2021, December, 2021, he therefore, owes Plaintiff
7 the amount of Three Thousand Dollars (\$3,000) in back spousal
8 support which shall be paid from his one-half share of the equity
9 realized from the sale of the real property ordered sold herein.
10 (12:17:38 - 12:18:18)

11 IT IS FURTHER ORDERED ADJUDGED AND DECREED that any amounts
12 outstanding or owed shall be offset ~~from the~~ from the Defendant's
13 asseets that are liquidated (12:17:55 - 12:18:16)

14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Ms. Milano
15 shall prepare the proposed findings and conclusions of law and
16 preparing the findings of fact and conclusions of law
17 include the cost of ~~said findings~~ as a part of the attorney's fees
18 award. Ms. Milano shall have thirty (30) days to prepare the Decree
19 and submit it to Defendant for review and signature. Upon receipt,
20 Defendant shall have ten (10) days to review, approve, and/or submit
21 requested changes.

22 NOTICE IS HEREBY GIVEN of the following provision of NRS

23 125C.0045(6):

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

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

6 **NOTICE IS HEREBY GIVEN** that the terms of the Hague Convention
7 of October 25, 1980, adopted by the 14th Session of the Hague
8 Conference on Private International Law apply if a parent abducts or
9 wrongfully retains a child in a foreign country. The parties are also
10 put on notice of the following provisions in NRS 125C.0045(8):

11 If a parent of the child lives in a foreign country or has
12 significant commitments in a foreign country:

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

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

26 **NOTICE IS HEREBY GIVEN** that the Parties are subject to the
27 relocation requirements of NRS 125C.006 & NRS 125C.0065. If joint
28

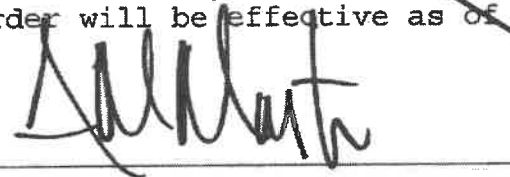
1 or primary physical custody has been established pursuant to an
2 order, judgment or decree of a court and one parent intends to
3 relocate his or her residence to a place outside of this State or
4 to a place within this State that is at such a distance that would
5 substantially impair the ability of the other parent to maintain a
6 meaningful relationship with the child, and the relocating parent
7 desires to take the child with him or her, the relocating parent
8 shall, before relocating: (a) attempt to obtain the written
9 consent of the non-relocating parent to relocate with the child;
10 and (b) if the non-relocating parent refuses to give that consent,
11 petition the court for permission to move and/or for primary
12 physical custody for the purpose of relocating. A parent who
13 desires to relocate with a child has the burden of proving that
14 relocating with the child is in the best interest of the child.
15 The court may award reasonable attorney's fees and costs to the
16 relocating parent if the court finds that the non-relocating
17 parent refused to consent to the relocating parent's relocation
18 with the child without having reasonable grounds for such refusal,
19 or for the purpose of harassing the relocating parent. A parent
20 who relocates with a child pursuant to this section without the
21 written consent of the other parent or the permission of the court
22 is subject to the provisions of NRS 200.359.

23
24
25 **NOTICE IS HEREBY GIVEN** that the Parties are subject to the
26 provisions of NRS 31A and 125.007 regarding the collection of
27 delinquent child support payments.
28

1 NOTICE IS HEREBY GIVEN that either party may request a review
2 of child support pursuant to NRS 125B.145.

3 NOTICE IS HEREBY GIVEN that if you want to adjust the amount
4 of child support established in this order, you must file a motion
5 to modify the order with or submit a stipulation to the court. If
6 a motion to modify this order is not filed or a stipulation is not
7 submitted, the child support obligation established in this order
8 will continue until such time as all children who are the subject
9 of this order reach 18 years of age, or, if the youngest child who
10 is subject to this order is still in high school when he or she
11 reaches 18 years of age, when the child graduates from high school
12 or reaches 19 years of age, whichever comes first. Unless the
13 parties agree otherwise in a stipulation, any modification made
14 pursuant to a motion to modify the order will be effective as of
15 the date the motion was filed.
16

Dated this 29th day of June, 2022



F7A 535 2CF4 F675

Amy M. Mastin
District Court Judge

17 Respectfully submitted by:

18
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21
22
23 **MARIA L. MILANO, ESQ.**
Nevada Bar No. 7121
24 **REZA ATHARI & ASSOCIATES**
A Multi-jurisdictional firm
25 3365 Pepper Lane, Suite 102
Las Vegas, Nevada 89120
26 Attorney for Plaintiff,
27 **GEORGANN ROSE ACCOMANDO**

Approved as to form and content

28
MARIO ACCOMANDO
8546 S. Procyon St.
Las Vegas, Nevada 89139
Defendant in Proper Person

NOTICE IS HEREBY GIVEN that you have an affirmative duty to update any changes in your personal information by filing a Notice of Change of Address form, which can be found at the following link:

<https://www.familylawselfhelpcenter.org/images/fo>

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Member of American Immigration Lawyers Association

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REZA ATHARI* AV RATED

GARY S FINK** AV RATED

MARIA L MILANO**

JAMES D. MILLS ****

ROBERT CARPENTER*****

OF COUNSEL:

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E-mail: RezaAthari@atharilaw.com OR AthariLaw@earthlink.net

*Reza Athari
Certified Specialist- Immigration and Nationality Law
State Bar of California - Board of Legal Specialization

* Admitted in California
* Admitted in Nevada
*** Admitted in Nevada & California
**** Admitted in New Jersey
***** Admitted in Illinois

Sent via e-service: ninaa1948@yahoo.com

June 10, 2022

Mario Accomando
8546 Procyon St.
Las Vegas, Nevada 89139

Re: Accomando v. Accomando, Case No. D-21-628915-D

Mr. Accomando:

Attached please find the latest **REVISED** proposed Decree of Divorce to which I have added the mandatory provisions as required by Nevada law and incorporated the Order of the Court filed May 26, 2022. Please bear in mind that you have ten (10) days from today to review the same and forward your written objections or requests for changes. Should you fail to do so, within that time frame, I will submit the Decree of Divorce to the Court without your signature.

Very truly yours,

Maria L. Milano
Maria L. Milano, Esq.

1 **CSERV**

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

5
6 **Georgann Rose Accomando,**
7 **Plaintiff**

CASE NO: D-21-628915-D

8 **vs.**

DEPT. NO. Department M

9 **Mario Accomando, Defendant.**

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 **Service Date: 6/29/2022**

16 **State Department** **statedepartment@atharilaw.com**

17 **Maria Milano** **mariamilano@atharilaw.com**

18 **Mario Accomando** **ninaa1948@yahoo.com**

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

August 03, 2021

D-21-628915-D Georgann Rose Accomando, Plaintiff
vs.
Mario Accomando, Defendant.

August 03, 2021 8:00 AM Minute Order

HEARD BY: Mastin, Amy M.**COURTROOM:** Chambers**COURT CLERK:** Kendall Williams**PARTIES:**

Georgann Accomando, Plaintiff, not present	Maria Milano, Attorney, not present
Mario Accomando, Defendant, not present	Pro Se
Nina Accomando, Subject Minor, not present	

JOURNAL ENTRIES

- MINUTE ORDER - NO HEARING HELD AND NO APPEARANCES

NRCP 1 and EDCR 1.10 state the procedures in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action.

COURT FINDS on July 14, 2021, an Order for Family Mediation Center Services and an Order Setting Case Management Conference and Directing Compliance With NRCP 16.2 were filed and set for a hearing on September 9, 2021 at 11:30 a.m.

COURT FINDS on July 23, 2021, Plaintiff filed a Motion for Temporary Award of Interim Spousal Support and for Attorney s Fees, which was set for a hearing on September 14, 2021 at 10:00 a.m.

Therefore, in the interest of judicial economy, COURT ORDERS the September 9, 2021 hearings shall be CONTINUED to September 14, 2021 at 10:00 a.m. to be heard simultaneously with the Plaintiff's Motion.

A copy of the Court s minute order shall be provided to Plaintiff s attorney and Defendant via e-mail, if an e-mail address is on record with the Court; if no e-mail address is available the minute order

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shall be mailed to the physical address of record.

CLERK'S NOTE: A copy of this minute order emailed to the parties/counsel. (kw 8/3/21)

INTERIM CONDITIONS:

FUTURE HEARINGS:

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES****September 14, 2021**

D-21-628915-D Georgann Rose Accomando, Plaintiff
vs.
Mario Accomando, Defendant.

September 14, 2021 10:00 AM All Pending Motions

HEARD BY: Mastin, Amy M.**COURTROOM:** Courtroom 04**COURT CLERK:** Kendall Williams**PARTIES:**

Georgann Accomando, Plaintiff, present	Maria Milano, Attorney, present
Mario Accomando, Defendant, not present	Pro Se
Nina Accomando, Subject Minor, not present	

JOURNAL ENTRIES

- MOTION: MOTION FOR TEMPORARY AWARD OF INTERIM SPOUSAL SUPPORT AND FOR ATTORNEY'S FEES... CASE MANAGEMENT CONFERENCE... RETURN HEARING: FMC

Plaintiff and Ms. Milano present via VIDEO CONFERENCE through the Bluejeans application.

Court reviewed the case. Court noted Defendant not present. Court further noted Defendant's Motions recently filed, to continue the matter, which were not served upon Plaintiff's counsel.

Ms. Milano stated concerns with Defendant not complying with any of the court's orders. Ms. Milano advised Plaintiff is in dire need of interim financial support. Ms. Milano stated the parties have a rental property, which the rent is \$1,300.00 per month. Ms. Milano requested the rental income be paid directly to Plaintiff.

Court noted Defendant's refusal to participate, failure to respond to Plaintiff's motion and file his financial disclosure form. Court advised inclined to assume Defendant agrees with the motion.

Ms. Milano further requested attorney's fees. Ms. Milano advised the parties have multiple properties

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and requested the sale of properties to pay attorney's fees.

Ms. Milano further requested temporary visitation. Court stated concerns with the requested relief not being before the court.

Discussion regarding setting the matter for trial.

COURT ORDERED the following;

Plaintiff's Motion shall be GRANTED;

Plaintiff shall receive \$1,000.00 per month in temporary support;

Should there be no contract barring or precluding Plaintiff receiving the payment, Plaintiff shall receive the rental income from the property located at 9607 Lane Horse Drive. The tenant shall pay the rent to Plaintiff directly. Plaintiff shall keep track of the excess money received from the rental income;

Ms. Milano shall submit a Memorandum of Fees and costs, with Brunzell factors, as it pertains to today's Motion;

Matter set for a PRE-TRIAL CONFERENCE on November 16, 2021 at 1:30 pm.

Ms. Milano shall prepare the Order from today's hearing.

INTERIM CONDITIONS:

FUTURE HEARINGS:

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES****October 12, 2021**

D-21-628915-D Georgann Rose Accomando, Plaintiff
vs.
Mario Accomando, Defendant.

October 12, 2021 4:00 PM Minute Order

HEARD BY: Mastin, Amy M.**COURTROOM:** Chambers**COURT CLERK:** Kendall Williams**PARTIES:**

Georgann Accomando, Plaintiff, not present	Maria Milano, Attorney, not present
Mario Accomando, Defendant, not present	Pro Se
Nina Accomando, Subject Minor, not present	

JOURNAL ENTRIES

- MINUTE ORDER- NO HEARING HELD AND NO APPEARANCES

NRCP 1 and EDCR 1.10 state the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action.

COURT FINDS there are presently four matters calendared in the above-entitled case: Defendant s Motion to Determine Mental Health of Plaintiff, filed August 16, 2021, set for decision in chambers October 15, 2021; Defendant s Motion to Continue Hearing, filed September 13, 2021, set for decision in chambers November 12, 2021; the Pre-Trial Conference, set by the Court for November 16, 2021 and Plaintiff s Motion for an Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant s Failure to Comply with NRCP 16.2 Mandatory Disclosure Requirements, and for his Failure to Make Ordered Spousal Support Payments and for Attorney s Fees, filed October 8, 2021 and set for hearing November 30, 2021.

COURT FINDS as to Defendant s Motion to Determine Mental Health of Plaintiff, there is no proof of service of the Motion on Plaintiff. COURT FURTHER FINDS the Motion was not signed by Defendant, nor was the Verification signed. COURT FURTHER FINDS it appears from the content of the Motion that Defendant is seeking relief from this Court pursuant to NRS Chapter 433A.200,

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which allows for certain individuals to petition the Court to Order the involuntary admission of others to outpatient mental health services or inpatient facilities under certain, very limited circumstances. COURT FURTHER FINDS this is a cause of action that stands alone and would not be considered by this Court within a divorce proceeding. THEREFORE, COURT ORDERS this Motion is vacated from the Court s October 15, 2021 chambers calendar.

COURT FINDS as to the Motion to Continue Hearing, there is no proof of service of the Motion on Plaintiff. COURT FURTHER FINDS the Motion seeks to continue a hearing that was set for September 14, 2021 on Plaintiff s Motion for Award of Interim Spousal Support and for Attorney s Fees. COURT FURTHER FINDS the hearing set for September 14, 2021 was heard and adjudicated in Defendant s absence due to his failure to timely respond to Plaintiff s Motion that was properly served on him July 29, 2021. THEREFORE, COURT ORDERS this Motion is vacated from the Court s November 12, 2021 chambers calendar as moot.

COURT FINDS as to the October 8, 2021 Motion for Order to Show Cause, to the extent the motion seeks to address Defendant s failure to comply with NRCP 16.2 mandatory disclosure requirements, that requested relief must first be brought before the Discovery Commissioner pursuant to NRCP 16.2(k). COURT FINDS to the extent the Motion seeks to enforce this Court s order for interim spousal support, for purposes of judicial economy, the matter will be heard at the same time as the Pre-Trial Conference, November 16, 2021. THEREFORE, COURT ORDERS the Motion currently set for November 30, 2021 shall be re-set to the time of the parties Pre-Trial Conference, November 16, 2021 at 1:30 p.m. COURT FURTHER ORDERS any discovery related issues, i.e., failure to comply with mandatory disclosure requirements, shall first be brought before the Discovery Commissioner for Report and Recommendations.

A copy of the Court s minute order shall be provided to Plaintiff s attorney and Defendant via e-mail, if an e-mail address is on record with the Court; if no e-mail address is available, the minute order shall be mailed to the physical address of record.

CLERK'S NOTE: A copy of this minute order provided to the parties/counsel electronically. (kw 10/12/21)

INTERIM CONDITIONS:

FUTURE HEARINGS:

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

November 16, 2021

D-21-628915-D Georgann Rose Accomando, Plaintiff
vs.
Mario Accomando, Defendant.

**November 16,
2021****1:30 PM****All Pending Motions****HEARD BY:** Mastin, Amy M.**COURTROOM:** Courtroom 04**COURT CLERK:** Kendall Williams**PARTIES:**

Georgann Accomando, Plaintiff, present	Maria Milano, Attorney, present
Mario Accomando, Defendant, not present	Pro Se
Nina Accomando, Subject Minor, not present	

JOURNAL ENTRIES

- PRE TRIAL CONFERENCE...MOTION: PLAINTIFF'S MOTION FOR AN ORDER TO SHOW CAUSE REGARDING CONTEMPT AND THE IMPOSITION OF SANCTIONS FOR DEFENDANT'S FAILURE TO COMPLY WITH NRCP 16.2 MANDATORY DISCLOSURE REQUIREMENTS, AND FOR HIS FAILURE TO MAKE ORDERED SPOUSAL SUPPORT PAYMENTS AND FOR ATTORNEY'S FEES

All parties present via VIDEO CONFERENCE through the Bluejeans application.

Court noted Defendant's failure to appear for today's hearing. Court further noted Defendant's continued lack of compliance in the proceedings. Court further noted Defendant's appeal. Ms. Milano advised there is also a Motion pending in front of the Discovery Commissioner. Court further noted Plaintiff's request for an Order to Show Cause for Defendant's failure to pay spousal support.

COURT ORDERED the following;

Ms. Milano shall submit a Memorandum of Fees and Costs, from the September 14, 2021 hearing, with Brunzell factors;

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Attorney's fees shall be DEFERRED to the Order to Show Cause hearing;

An Order to Show Cause shall be GRANTED for Defendant's for contempt. Matter set for January 13, 2022 at 1:30 PM. Matter shall be conducted via VIDEO CONFERENCE;

Matter set for a NON-JURY TRIAL on February 9, 2022 at 9:00 AM. Department M shall prepare and Issue a Trial Management Order;

INTERIM CONDITIONS:

FUTURE HEARINGS: Jan 13, 2022 1:30PM Order to Show Cause
Courtroom 04 Mastin, Amy M.

Feb 09, 2022 9:00AM Non-Jury Trial
Courtroom 04 Mastin, Amy M.

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

November 23, 2021

D-21-628915-D Georgann Rose Accomando, Plaintiff
vs.
Mario Accomando, Defendant.

November 23, 2021 1:30 PM Minute Order

HEARD BY: Mastin, Amy M.**COURTROOM:** Chambers**COURT CLERK:** Sierra Stepp**PARTIES:**

Georgann Accomando, Plaintiff, not present	Maria Milano, Attorney, not present
Mario Accomando, Defendant, not present	Pro Se
Nina Accomando, Subject Minor, not present	

JOURNAL ENTRIES

- The court has considered PLAINTIFF'S MOTION TO COMPEL DEFENDANT TO FILE A FINANCIAL DISCLOSURE FORM, COMPLY WITH THE REQUIREMENTS OF NRCP 16.2; ANSWER OUTSTANDING WRITTEN DISCOVERY AND FOR ATTORNEY'S FEES (motion). Defendant has failed to file a timely opposition to the Motion to Compel. Pursuant to EDCR 5.503, Defendant is deemed to admit that the Motion to Compel is meritorious and to have consented to the court granting the same. The Motion is therefore Granted. All discovery requested by the Motion is compelled and will be provided by defendant on or before December 10, 2021. All objections except as to privilege are waived. A negative inference will automatically issue for any and all disclosures required by NRCP 16.2 that are not disclosed by Defendant by December 10, 2021 would not have supported Defendant s position in this matter. The District Court will determine the exact wording of the inference at the time of trial in the matter.

Plaintiff s request for fees is preliminarily granted under Rule 37(a)(5), subject to proof. Plaintiff may file a supplemental memorandum of fees and costs, including the Brunzell factors, disparity in income, and following Cadle v. Woods Erickson. ALL FACTS, INCLUDING THOSE REGARDING THE BRUNZELL FACTORS, MUST BE INCLUDED IN A SEPARATE AFFIDAVIT. Plaintiff may submit a redacted timesheet seeking fees for time spent attempting to resolve the dispute which is the

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subject of the Motion to Compel, drafting pleadings (including supplemental pleadings) and a proposed DCRR. Plaintiff's supplemental pleading is due November 29, 2021. An untimely memorandum will not be considered. Defendant may respond to the memorandum of fees and costs on or before December 6, 2021.

Plaintiff will submit a single report and recommendation on or before December 10, 2021 regarding both the Motion to Compel and the request for fees. As to the request for fees portion of the DCRR, Plaintiff will use the form DCRR regarding attorney fee awards found at <http://www.clarkcountycourts.us/departments/discovery/>. The court will set a status hearing on December 15, 2021 at 1:30 to determine if the report and recommendation has been submitted. The hearing presently set for December 1, 2021 at 1:00 PM is hereby vacated.

INTERIM CONDITIONS:

FUTURE HEARINGS: Jan 13, 2022 1:30PM Order to Show Cause
Courtroom 04 Mastin, Amy M.

Feb 09, 2022 9:00AM Non-Jury Trial
Courtroom 04 Mastin, Amy M.

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

January 13, 2022

D-21-628915-D Georgann Rose Accomando, Plaintiff
vs.
Mario Accomando, Defendant.

January 13, 2022 1:30 PM Order to Show Cause

HEARD BY: Mastin, Amy M.

COURTROOM: Courtroom 04

COURT CLERK: Kendall Williams

PARTIES:

Georgann Accomando, Plaintiff, present	Maria Milano, Attorney, present
Mario Accomando, Defendant, present	Pro Se
Nina Accomando, Subject Minor, not present	

JOURNAL ENTRIES

- ORDER TO SHOW CAUSE

All parties present via VIDEO/TELEPHONE CONFERENCE through the Bluejeans application.

Court reviewed the case and noted Defendant's failure to comply with the court's orders, which caused the matter to be set for today's Order to Show Cause.

Plaintiff and Defendant SWORN and TESTIFIED. Defendant CANVASSED by the Court as to his failure to comply with his spousal support obligation.

Ms. Milano stated concerns with Defendant's lack of intent to comply with the court's orders and requested his Answer be stricken. Defendant requested the parties be sent to mediation to work out any issues.

Court noted the parties have an upcoming trial set in February.

COURT ORDERED the following;

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1. Defendant's shall be held in CONTEMPT for failure to comply with his court ordered spousal support obligation. Any penalties shall be STAYED pending his compliance with the court's orders;
2. Defendant shall make two (2) payments of \$1,000.00, by money order, to Ms. Milano's office, located at 3365 Pepper Lane, Suite 102, Las Vegas, NV 89120. The first payment shall be due by January 24, 2022 and the second shall be due prior to February 9, 2022;
3. Ms. Milano shall prepare the Order from today's hearing.

INTERIM CONDITIONS:

FUTURE HEARINGS:

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

February 09, 2022

D-21-628915-D Georgann Rose Accomando, Plaintiff
vs.
Mario Accomando, Defendant.

February 09, 2022 9:00 AM Non-Jury Trial

HEARD BY: Mastin, Amy M.

COURTROOM: Courtroom 04

COURT CLERK: Kendall Williams

PARTIES:

Georgann Accomando, Plaintiff, present	Maria Milano, Attorney, present
Mario Accomando, Defendant, not present	Pro Se
Nina Accomando, Subject Minor, not present	

JOURNAL ENTRIES

- NON-JURY TRIAL

Court noted Defendant's appeal on file and advised the matter will need to be taken off calendar pending the decision from the supreme court.

COURT ORDERED the matter taken OFF CALENDAR. Matter shall be reset upon decision of the Appeal by the Supreme Court.

INTERIM CONDITIONS:

FUTURE HEARINGS: Feb 28, 2022 7:00AM Motion
Motion For Mediation
Chambers Mastin, Amy M.

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

February 28, 2022

D-21-628915-D Georgann Rose Accomando, Plaintiff
vs.
Mario Accomando, Defendant.

February 28, 2022 7:00 AM Motion

HEARD BY: Mastin, Amy M.**COURTROOM:** Chambers**COURT CLERK:** Kendall Williams**PARTIES:**

Georgann Accomando, Plaintiff, not present	Maria Milano, Attorney, not present
Mario Accomando, Defendant, not present	Pro Se
Nina Accomando, Subject Minor, not present	

JOURNAL ENTRIES

- MINUTE ORDER- NO HEARING HELD AND NO APPEARANCES

NRCP 1 and EDCR 1.10 state the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action. Pursuant to EDCR 2.23(c), the judge may consider a motion on its merits at any time, with or without oral argument, and grant or deny it.

EDCR 5.206(b) states that a copy of any documents filed MUST be served on all other parties to an action within 3 days of submission for filing.

COURT FINDS:

1. On January 12, 2022, Defendant filed a Motion to Enter Mediation (Motion);
2. The Motion was set for a decision without a hearing on February 28, 2022, in chambers; and
3. To date, Defendant has failed to file proof that the Motion has been served on Plaintiff's attorney.

Therefore, due to the service defect, COURT ORDERS the hearing scheduled for February 28, 2022 is OFF CALENDAR.

COURT NOTES, this matter is set for an in-person Trial on March 7, 2022 at 9:00 a.m.

PRINT DATE:	08/31/2022	Page 14 of 18	Minutes Date:	August 03, 2021
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

A copy of the Court's minute order shall be provided to Defendant via email.

CLERK'S NOTE: A copy of this minute order provided to the parties/counsel electronically. (kw 3/2/22)

INTERIM CONDITIONS:

FUTURE HEARINGS:

PRINT DATE:	08/31/2022	Page 15 of 18	Minutes Date:	August 03, 2021
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

March 07, 2022

D-21-628915-D Georgann Rose Accomando, Plaintiff
vs.
Mario Accomando, Defendant.

March 07, 2022 9:00 AM Non-Jury Trial

HEARD BY: Mastin, Amy M.

COURTROOM: Courtroom 04

COURT CLERK: Blanca Madrigal

PARTIES:

Georgann Accomando, Plaintiff, present
Mario Accomando, Defendant, present
Nina Accomando, Subject Minor, not present

Maria Milano, Attorney, present
Pro Se

JOURNAL ENTRIES

- NON-JURY TRIAL

According to the terms found in the Trial Management Order, Ms. Milano attempted to meet and confer with Defendant before trial, and Defendant declined.

Upon the Court's inquiry, Defendant refused to participate in settlement negotiations.

Plaintiff and Defendant swore and testified.

Opening statements presented by the Defendant. Ms. Milano waived opening statements.

Testimony and evidence presented; see worksheets.

Closing arguments.

COURT-ORDERED:

PRINT DATE:	08/31/2022	Page 16 of 18	Minutes Date:	August 03, 2021
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- 1) Based on the best interest standard, Plaintiff and Defendant shall have JOINT LEGAL and JOINT PHYSICAL CUSTODY of the minor child, Nina Rose Accomando;
- 2) Nina shall have TEENAGE DISCRETION as to her contact with both parents;
- 3) Defendant ADMONISHED not to disparage Plaintiff to Nina. Defendant instructed to affirmatively positive in his discussion regarding Plaintiff and encourage Nina to spend time with Plaintiff and foster their relationship. If the Defendant fails to follow this Order, the Court may be inclined to modify custody to the Plaintiff;
- 4) According to the parties' similar incomes, child support will not be ordered at this time;
- 5) The Arizona properties shall be listed for sale within the next 60 days. Plaintiff will choose the Realtor, and the Realtor will determine the fair market value of the properties and list them accordingly. Defendant instructed to fully cooperate and participate with the listings and sale of the properties. If the Defendant fails, the Court will find Defendant in contempt and sanction attorney's fees;
- 6) If the balloon payment on the mortgages defaults, both parties shall be equally responsible for one-half of the debt as tenants in common;
- 7) Defendant shall pay Plaintiff one-half of the lease/rental income received from this date, 3/07/2022, and forward. Defendant shall no longer accept cash payments from his tenants and show proof of rental income received;
- 8) Defendant owes Plaintiff one-half of the lease/rental income received for the last two (2) years. Defendant directed to prepare an accounting for the rent received and owed from the tenants for the last two (2) years and provide a copy to Plaintiff's counsel. Plaintiff is entitled to one half of the amount, and said funds shall be REDUCED TO JUDGMENT against the Defendant;
- 9) The marital residence shall be listed for sale within sixty (60) days. Plaintiff will choose the Realtor, and the Realtor will determine the property's fair market value and list accordingly. Defendant does not have a lease with the renter; therefore, there shall be no interference with the sale. Defendant shall not receive cash payments from the renter and shall provide proof of the amounts received. Defendant shall pay one-half of the rent income from the residence to Plaintiff pending close of escrow;
- 10) Plaintiff's counsel shall include in the final order an alimony analysis. The Court will award a lump sum amount of alimony to Plaintiff. Ms. Milano shall leave a blank in the order for the Court to enter an amount. Plaintiff and Defendant informed that rental income is a division of community property and will not be considered as a part of alimony;
- 11) The car is valued at \$15,000.00. Plaintiff shall receive one half of the value of \$7,500.00;

PRINT DATE:	08/31/2022	Page 17 of 18	Minutes Date:	August 03, 2021
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12) Defendant did not dispute the value of the community property and did not dispute Plaintiff's request to her personal property, to include the John Wayne photograph and furniture and furnishings as requested. Plaintiff shall retrieve all items within thirty (30) days of establishing residence. However, Plaintiff may retrieve the photograph immediately;

13) Based on Defendant's failure to comply with EDCR 7.6, EDCR 16.2, failure to comply with discovery and the Trial Management Order, and failure to participate with this litigation, Defendant shall pay the Plaintiff ATTORNEY'S FEES. The Court directed counsel to submit a Brunzell Affidavit and Memorandum of Fees and Costs leaving a blank in order for the Court to enter an amount;

14) Nina's account is community property. As of today's date, 3/07/2022, the account balance shall be equally divided, and Plaintiff shall receive her one-half balance within thirty (30) days. Defendant shall provide a copy of the bank statement to Plaintiff's counsel. The Court shall accept Defendant's testimony of \$65,000.00 in the account and \$23,400.00 of prepaid tuition;

15) The prepaid tuition shall remain in Nina's name, and the parties shall be joint owners. If Nina does not go to college, the amount will be equally reverted to the parties;

16) There are no community debts to divide;

17) Plaintiff shall keep the wedding ring. Plaintiff's maiden name shall be RESTORED;

18) DIVORCE GRANTED. Ms. Milano shall prepare the proposed findings and conclusions of law and include the cost of said findings as a part of the attorney's fees award. Ms. Milano shall have thirty (30) days to prepare the Decree and submit it to Defendant for review and signature. Upon receipt, Defendant shall have ten (10) days to review..

INTERIM CONDITIONS:

FUTURE HEARINGS:

PRINT DATE:	08/31/2022	Page 18 of 18	Minutes Date:	August 03, 2021
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GEORGANN ROSE ACCOMANDO V. MARIO ACCOMANDO
CASE NO. D-21-628915-D

PLAINTIFF'S TRIAL EXHIBITS

No:	EXHIBIT/ DOCUMENT	Bates No(s) .	OFFER	OBJ.	ADMIT
1	Plaintiff, Georgann Rose Accomando's most recent Social Security Benefit Statement	PLTF00001 PLTF00793			
TB 2	Parties' Joint US Bank latest Transaction History and statements from April 15, 2021 to July 15, 2021 for checking account no. xxxxx1629	PLTF00002 - PLTF00013	3-07-22	NO	3-07-22
TB 3	Parties' Joint US Bank latest Transaction History and statements from April 15, 2021 to July 15, 2021 for checking account no. xxxxx5767	PLTF00014 - PLTF00024	3-07-22	NO	3-07-22
4	Clark County of Nevada's Assessor's page property assessment report for the Parties' community property located at 8546 Procyon St., Las Vegas, Nevada 89139	PLTF00025 - PLTF00028			
5	Clark County of Nevada's Assessor's page property assessment report for the Parties' community property located at 9607 Lane Horse Drive, Las Vegas, Nevada 89123	PLTF00029 - PLTF00031			
6	Mohave County of Arizona list of properties of the Parties', and real property assessment reports for the nine (9) listed properties	PLTF00032 - PLTF00041			

7	Nye County of Nevada's Assessor's page property assessment report for the Parties' community property located at 300 N. Leslie St., Pahrump Nevada recently sold by Defendant, Mario Accomando	PLTF00042 - PLTF00045	3-07-22	NO	3-07-22
8	Parties' Bank of the West statements from January 12, 2017 to October 12, 2020 for checking account no. xxxxx9793	PLTF00046 - PLTF00227			
9	Parties' Huntington Bank statements from January, 2017 to February, 2017 for checking account no. xxxxx0703	PLTF00278 - PLTF00286			
10	Parties' Huntington Bank statements from February, 2017 to September, 2021 for checking account no. xxxxx0796	PLTF00287 - PLTF00428	3-07-22	NO	3-07-22
11	Parties' US Bank statements from December 24, 2018 to October 19, 2021 for checking account no. xxxxx5767	PLTF00429 - PLTF00516			
12	Parties' US Bank statements from June 28, 2021 to September 27, 2021 for checking account no. xxxxx9862	PLTF00517 - PLTF00526	3-07-22	NO	3-07-22
13	Parties' US Bank statements from December 15, 2016 to October 15, 2021 for checking account no. xxxxx1629	PLTF00527 - PLTF00747	3-07-22	NO	3-07-22
14	Defendant Mario Accomando's US Bank statements from April, 2018 to April, 2019 for Kroger Rewards Mastercard account no. xxxxx8894	PLTF00748 - PLTF00762			
15	Defendant Mario Accomando's US Bank statements from August, 2017 to March, 2018 for Kroger Rewards Visa account no. xxxxx7535	PLTF00763 - PLTF00791			

16	Broker price opinion prepared by Arizona real estate agent Terry Conger for the parties' eight properties in Kingman, Golden Valley area, Arizona	PLTF00792	3-07-22	NO	3-07-22
17	Plaintiff's 2021 Form SSA 1099- Social Security Benefit Statement	PLTF00794			
18	Plaintiff's US Bank uni-statement from December 8, 2021 to January 7, 2022 for checking account no. xxxxx0598	PLTF00795 - PLTF00798			
19	Plaintiff's US Bank Visa card statement from October 27, 2021 to November 26, 2021 for credit account no. xxxxx7084	PLTF00799			
20	Plaintiff's Citibank statement from November 17, 2021 to December 16, 2021 for checking account no. xxxxx5130	PLTF00800 - PLTF00803			
21	Plaintiff's Verizon bill payment	PLTF00804			
22	Plaintiff's bill from Dish dated September 19, 2021	PLTF00805			
23	Redfin estimate for the Parties' community property located at 8546 Procyon St., Las Vegas, Nevada 89139	PLTF00806			
24	Redfin estimate for the Parties' community property located at 9607 Lane Horse Drive, Las Vegas, Nevada 89123	PLTF00807	3-07-22	Yes	No



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE
NOTICE OF DEFICIENCY
ON APPEAL TO NEVADA SUPREME COURT

MARIO ACCOMANDO
8546 PROCYON ST.
LAS VEGAS, NV 89139

DATE: August 31, 2022
CASE: D-21-628915-D

RE CASE: GEORGANN ROSE ACCOMANDO vs. MARIO ACCOMANDO

NOTICE OF APPEAL FILED: August 29, 2022

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
 - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)**
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
 - NRAP 7: Bond For Costs On Appeal in Civil Cases
 - *Previously paid Bonds are not transferable between appeals without an order of the District Court.*
- ☐ Case Appeal Statement
 - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. The district court clerk shall apprise appellant of the deficiencies in writing, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (g) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.

***Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.*

Certification of Copy

State of Nevada }
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; COVER SHEET; COVER SHEET; DECREE OF DIVORCE; NOTICE OF ENTRY OF DECREE OF DIVORCE; DISTRICT COURT MINUTES; EXHIBITS LIST; NOTICE OF DEFICIENCY

GEORGANN ROSE ACCOMANDO,

Plaintiff(s),

vs.

MARIO ACCOMANDO,

Defendant(s),

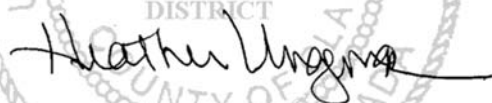
Case No: D-21-628915-D

Dept No: M

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 31 day of August 2022.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk