

IN THE SUPREME COURT OF THE STATE OF NEVADA

**JOSEPH RAUL GARCIA
RODRIGUEZ,**

Appellant,

vs.

**ZOILA LEON-YANEZ,
Respondent.**

No. 85289

**DOCKETING STATEMENT
CIVIL APPEALS
AMENDED**

Electronically Filed
Jan 26 2023 11:56 AM
Elizabeth A. Brown
Clerk of Supreme Court

GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Eighth Department E
County Clark Judge Hon. Charles J. Hoskin
District Ct. Case No. D-20-615905-D

2. Attorney filing this docketing statement:

Attorney Gayle Nathan Telephone (702) 405-1576
Firm Bonanza Legal Group
Address 3591 E. Bonanza Rd.
Las Vegas, NV 89110

Client(s) Joseph Raul Garcia Rodriguez

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondents(s):

Attorney None Telephone _____
Firm _____
Address _____

Client(s) _____

Attorney _____ Telephone _____
Firm _____
Address _____

Client(s) _____

(List additional counsel on separate sheet if necessary)

4. Nature of disposition below (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input type="checkbox"/> Summary judgment | <input type="checkbox"/> Failure to state a claim |
| <input checked="" type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input type="checkbox"/> Other (specify): <u>Post Decree Order</u> |
| <input type="checkbox"/> Grant/Denial of injunction | <input type="checkbox"/> Divorce Decree: |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input type="checkbox"/> Other disposition (specify): _____ |

- 5. Does this appeal raise issues concerning any of the following?** No; although custody was an issue in the Court below Appellant is not taking the decision awarding Respondent sole legal and primary custody up on appeal.
- | |
|---|
| <input type="checkbox"/> Child Custody |
| <input type="checkbox"/> Venue |
| <input type="checkbox"/> Termination of parental rights |

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

Joseph Raul Garcia Rodriguez vs. Zoila Leon-Yanez Docket Number 85289 (Instant Appeal)

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:
No known cases.

8. Nature of the action. Briefly describe the nature of the action and the result below:

This was a divorce action involving custody of the minor children and financial issues including child support, spousal support, attorney fees and the award of real property.

The Court ordered the following in the Decree of Divorce on 4/27/22:

1. Respondent was awarded sole legal custody and primary custody of the three minor children with visitation with Appellant to be at Respondent's discretion;
2. Child Support of \$1,128.00;
3. Child Support Arrears in the amount of \$5517 was reduced to judgment as against Appellant;
4. Spousal Support of \$1500 for a period of ten years;
5. Properties located at 420 S. Pine St. Grand Island, Nebraska 68801, 108 W. Ashton, Grand Island, Nebraska 68801 were awarded to Respondent;
6. Attorney fees of \$5500 were awarded to Respondent;
7. Appellant then filed a Motion to Set Aside the Decree and, after briefing the financial issues, the Court issued and filed a Decision on 8/4/22 which is appealed herein. See attached page.

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

- (1) Did the Court err in refusing to modify child support?
- (2) Did the Court err in awarding spousal support?
- (3) Did the Court err in not expressly awarding the Division St. property to Appellant?
- (4) Did the Court err in awarding attorney fees?
- (5) Did the Court err in awarding 420 Pine St. to Respondent when Appellant has claimed this as his property on all filings.

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised: No known similar cases at this time.

Continuation of Section 8(7):

The Court therein modified the Decree of Divorce as follows:

- A. Declined to modify child support finding there was no current Financial Disclosure on file for Appellant which is not supported by the record as an Amended Financial Disclosure Form was filed on 7/14/22;
 - B. Modified Spousal Support to \$700 per month;
 - C. As to the property at 621 E. Division St. the Court did not specifically award it to Appellant stating that the Decree ordered that each party was awarded the **personal property** in their respective possession as their sole and separate property and this property was in Appellant's name. An Order is required awarding this real property to Appellant, as real property is not personal property.
 - D. The Court made a finding that there was no evidence as to values of the real properties at issue when the Appellant filed a Brief with eighty-one documents attached as exhibits giving a value to the properties and documentation of expenses and income.
9. An Amended Decree of Divorce was submitted to the Court and signed and filed. The only change in the Amended Decree was that the parcel numbers of the property awarded to Respondent were added to the Amended Decree.

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☐ N/A

☐ Yes

☒ No

If not, explain:

12. Other issues. Does this appeal involve any of the following issues? NO

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first impression

☐ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

13. Assignment to the Court of Appeals or retention in the Supreme Court. Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

This case should be assigned to the Court of Appeals under NRAP 17(b)(10) because it is an appeal involving a family law matter other than termination of parental rights or NRS Chapter 432B proceedings.

14. Trial. If this action proceeded to trial, how many days did the trial last? _____

Was it a bench or jury trial? _____ The Court took a default against Appellant when he did not attend the
calendar call. _____

15. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

No.

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from 8/25/2022 and 8/18/22

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

17. Date written notice of entry of judgment or order was served 8/25/22 and 8/18/22
Note: there is no Notice of Entry for the 8/18/22 Amended Decree .

Was service by:

☐ Delivery

☒ Mail/electronic/fax

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59) NA

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b) Date of filing _____

☐ NRCP 52(b) Date of filing _____

☐ NRCP 59 Date of filing _____

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. ___, 245 P.3d 1190 (2010). NA

(b) Date of entry of written order resolving tolling motion _____

(c) Date written notice of entry of order resolving tolling motion was served _____

Was service by:

☐ Delivery

☐ Mail

19. Date notice of appeal filed 8/30/22

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other NRAP 4(a).

SUBSTANTIVE APPEALABILITY

21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

- | | |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205 |
| <input type="checkbox"/> NRAP 3A(b)(2) | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376 |
| <input type="checkbox"/> Other (specify) _____ | |

(b) Explain how each authority provides a basis for appeal from the judgment or order:

Two orders are appealed from; the Decision after a Motion to Set Aside the Decree of Divorce and the Amended Decree. Both are final judgements.

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

Zoila Leon-Yanez is the Plaintiff and Joseph Raul Garcia Rodriguez is the Defendant.

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other: NA

23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

Appellant appeals the child support award; spousal support award; failure to award him real property and attorney fees.

24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

☐ Yes

☒ No

25. If you answered "No" to question 24, complete the following:

(a) Specify the claims remaining pending below:

The real property referred to as Division St. was not specifically awarded to Appellant.

(b) Specify the parties remaining below: NONE

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☒ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☒ No

26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

The Order and Amended Decree are independently appealable under NRAP 3A(b).

27. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

VERIFICATION

I declare under penalty of perjury that I have read this revised docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information, and belief, and that I have attached all required documents to this docketing statement.

Joseph Raul Garcia Rodriguez

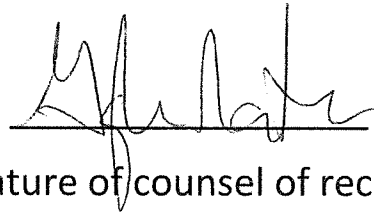
Name of Appellant

Gayle Nathan

Name of counsel of record

Clark County, NV

State and County signed

A handwritten signature in black ink, appearing to read 'Gayle Nathan', written over a horizontal line.

Signature of counsel of record

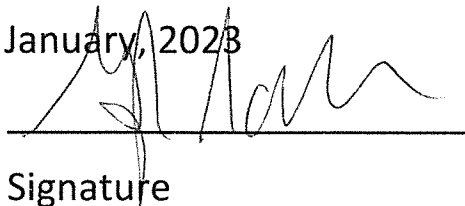
CERTIFICATE OF SERVICE

I certify that on the 26th day of January, 2023, I served a copy of this completed docketing statement upon the Pro Per Respondent at:

3401 N. Walnut Red.

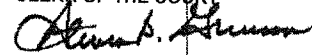
Las Vegas, NV 89115

Dated this 26th day of January, 2023

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be 'Gayle Nathan'.

Signature

COMPLAINT



CASE NO: D-20-615905-D
Department: To be determined

1 **COMP**
2 GASTELUM LAW
3 Jennifer Setters, Esq.
4 Nevada Bar No. 13126
5 721 S. 6th Street
6 Las Vegas, NV 89101
7 P: (702) 979.1455 | F: (702) 977.5246
8 E: Jenny@gastelumattorneys.com
9 Attorney for Plaintiff

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

9 ZOILA LEON-YANEZ

10 Plaintiff,

11 vs.

12 JOSEPH RAUL GARCIA RODRIGUEZ,

13 Defendant.

CASE NO.:

DEPT. NO.:

14
15
16 **COMPLAINT FOR DIVORCE**

17 COMES NOW Plaintiff, ZOILA LEON-YANEZ, by and through her attorney of
18 record, JENNIFER SETTERS, ESQ., of Gastelum Law and herein files her Complaint for
19 Divorce asserting as follows:

- 20
- 21 1. That Plaintiff, for a period of more than six (6) weeks immediately preceding the filing of
- 22 this action, has been and now is an actual, bona fide resident of the State of Nevada, County
- 23 of Clark, and has been actually physically present and domiciled in Nevada for more than
- 24 six (6) weeks prior to the filing of this action.
- 25
- 26 2. That Defendant is a resident of the State of Nevada.
- 27
- 28 3. That the parties married on February 14, 2007 and have been and are husband and wife ever
- since.

1 4. That there are four (4) minor children, the issue of this marriage, namely: Joseph Alejandro
2 Garcia born January 14, 2004, Donna Garcia born March 6, 2006, Jose Raul Garcia born
3 July 21, 2008, and Connie Garcia born May 21, 2010. That Plaintiff is not now pregnant,
4 and the parties have not adopted any other children.

5
6 5. That the minor children have resided in Clark County, Nevada for at least six (6) months as
7 such this Court has the necessary jurisdiction to render decisions and enter orders relating
8 said children.

9
10 **LEGAL CUSTODY**

11 6. That the parties are fit and proper to share Joint Legal Custody of said minor children.

12 **PHYSICAL CUSTODY**

13 7. That Plaintiff is fit and proper to exercise Primary Physical Custody of said minor children
14 subject to Defendant's specified right to visitation.

15 **TAX EXEMPTION/DEDUCTION**

16
17 8. That Plaintiff should claim the minor children as an annual tax exemptions/deductions each
18 and every year.

19 **HOLIDAY SCHEDULE**

20 9. That the parties will agree on a holiday schedule that will supersede the parties' standard
21 visitation schedule with the minor children.

22 **HEALTHCARE**

23
24 10. That the parties both be responsible for providing healthcare coverage for the minor
25 children. All unreimbursed medical, dental, vision and premium expenses should be equally
26 divided by the parties pursuant to the 30/30 Rule.
27
28

1 **CHILD SUPPORT**

2 11. That Child Support be set pursuant to NAC 425.140.

3 **PROPERTY DIVISION**

4 12. That there are community assets of the parties, the exact amounts, and descriptions of
5 which are presently unknown to Plaintiff. Plaintiff requests that this Court grant leave to
6 amend this Complaint when these become known.
7

8 **DEBT DIVISION**

9 13. That there are Community debts of the parties, the exact amounts, and descriptions of
10 which are presently unknown to Plaintiff. Plaintiff requests that this Court grant leave to
11 amend this Complaint when these become known.
12

13 **MARITAL WASTE**

14 14. That during the course of the parties' marriage, Defendant systematically gifted, converted,
15 or otherwise wasted certain community property assets of the parties without full
16 knowledge or consent of Plaintiff. Defendant should be required to provide an accounting
17 of all income, and assets acquired, improved, altered, transferred, and/or dissipated.
18 Further, Defendant should reimburse Plaintiff for all such community property gifted,
19 converted, or otherwise wasted by Defendant during the parties' marriage without the
20 knowledge or consent of Plaintiff. Further yet, Defendant's conduct was malicious.
21 wrongful, willful, and oppressive.
22

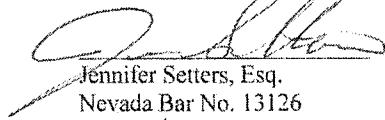
23 15. That the Court should find that there is a compelling reason pursuant to NRS 125.150(1)(b)
24 to award Plaintiff a disproportionate share of the community property and to thereupon
25 make such an award.
26
27
28

1 7. For such other and further relief as the Court finds to be just and proper.
2

3 DATED this 12th day of October 2020.
4

5 Respectfully Submitted:

6 **GASTELUM LAW**

7 

8 Jennifer Setters, Esq.

9 Nevada Bar No. 13126

10 721 S. 6th Street

11 Las Vegas, NV 89101

12 P: (702) 979.1455 | F: (702) 977.5246

13 E: Jenny@gastelumattorneys.com

14 *Attorney for Plaintiff*
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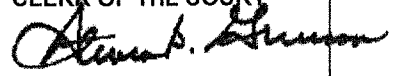
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ANSWER AND COUNTER CLAIM

AT EASE LAW
900 E. Charleston Blvd.
Las Vegas, Nevada 89104
702-602-5004

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3/15/2021 6:57 PM
Steven D. Grierson
CLERK OF THE COURT



MELISSA BARRY, ESQ.
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(702) 602-5004
F: (702) 637-3709
melissa@ateaselaw.com
Attorney for Defendant

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

ZOILA LEON-YANEZ,

Plaintiff,

vs.

JOSEPH RAUL GARCIA RODRIGUEZ,

Defendant.

Case No.: D-20-615905-D

Dept. No.: E

ANSWER TO COMPLAINT AND COUNTERCLAIM

COMES NOW, Defendant, JOSEPH RAUL GARCIA RODRIGUEZ, by and through his attorney, MELISSA BARRY, ESQ., of AT EASE LAW, and in response to the Verified Complaint for Divorce on file herein, hereby admits, denies and avers as follows:

1. Answering Paragraphs 1, 3, 4, 5, 6, 9, 10, 17 and 19, Defendant admits each and every allegation contained therein.
2. Answering Paragraphs 2, 7, 8, 14, 15, 16 and 18, Defendant denies each and every allegation contained therein.

1 3. Answering Paragraphs 12 and 13, Defendant states that he is without sufficient
2 knowledge necessary to form a belief as to the truth or falsity of the allegations
3 contained therein and, on that basis, denies each and every allegation contained
4 therein.

5
6 4. Answering Paragraph 11, Defendant admits that child support should be set pursuant
7 to NAC 425.140, but adds that he should be given a downward deviation based on
8 visitation and health insurance expenses.

9 **COUNTERCLAIM**

10 COMES NOW, Counterclaimant, JOSEPH RAUL GARCIA RODRIGUEZ (hereinafter
11 "Counterclaimant" or "Defendant"), by and through his attorney, MELISSA BARRY, ESQ., of
12 AT EASE LAW, and for his causes of action against Counterdefendant, ZOILA LEON-YANEZ
13 (hereinafter "Counterdefendant" or "Plaintiff"), complains and alleges as follows:
14

15 1. That Plaintiff, for a period of more than six weeks immediately preceding the
16 filing of this action, has been and now is an actual, bona fide resident of the State of Nevada,
17 County of Clark, and has been actually and physically present and domiciled in Nevada for more
18 than six (6) weeks prior to the filing of this action.
19

20 2. That Counterclaimant and Counterdefendant were married on February 14, 2007,
21 and ever since have been and are now, husband and wife.
22

23 3. That there four (4) minor children born the issue of said marriage, to wit: Joseph
24 Alejandro Garcia (dob: 1/14/04), Donna Garcia (3/6/06), Jose Raul Garcia (7/21/08) and Connie
25

1 Garcia (5/21/10). To the best of Counterclaimant's knowledge, Counterdefendant is not now
2 pregnant.

3 4. That the parties should be awarded joint legal and joint physical custody of the
4 minor children herein, subject to a time share determined by the parties and if they cannot by
5 court order, with compensation to Counterclaimant for time he has missed due to
6 Counterdefendant abandoning the marital home and removing the children from the previous
7 home state of Nebraska without Counterclaimants permission, including holidays being
8 alternated between them throughout the year.

9 5. That Defendant shall pay child support to Plaintiff pursuant to the statutory
10 formula set forth in NAC 425.140, subject to an offset in the amount of child support payable by
11 Plaintiff, pursuant to Wright vs. Osburne, as well as an offset for expenses incurred by Defendant
12 for visitation expenses and health care coverages, until such time as each child reaches the age of
13 eighteen (18) years of age or graduates, whichever is later (but in no event shall support continue
14 after the minor reaches 19 years of age), marries, dies or becomes sooner self-supporting, with
15 said support being due on or before the last day of every month, beginning in March 2021.

16 6. That Defendant shall provide and pay for health care coverage for the minor
17 children, assuming it is available at a reasonable cost through his employer, until each child
18 reaches the age of eighteen (18) or graduates, whichever is later, marries, dies or become sooner
19 self-supporting, with all unreimbursed medical expenses being equally divided pursuant to the
20 30/30 rule which states that the party incurring the charge shall provide proof of the expenses
21 and payment within thirty (30) days of incurring/paying the same, at which time the non-
22

1 incurring party shall have thirty (30) days to reimburse the incurring party one-half (1/2) of the
2 costs. Should the incurring party not provide proof of the expense to the non-incurring party or
3 the non-incurring party not reimburse the incurring party within the thirty (30) days provided for,
4 such failure may be viewed as a waiver of a right to reimbursement or a right to contest the
5 charges.

6
7 7. That the parties have community property located in the State of Nevada,
8 specifically that property acquired by Plaintiff after absconding to Nevada from Nebraska.
9 Defendant is not aware of the full extent or descriptions of such community property but will
10 seek leave of the Court to amend the same once it has been ascertained.

11
12 8. That for purposes of division of community property located in Nevada, Plaintiff
13 has engaged in marital waste, abandonment and fraud in relation to certain property in Nebraska
14 and as such, Defendant should be awarded a larger percentage of the community property
15 located in Nevada.

16
17 9. That Nevada lacks jurisdiction of any property located outside the State of
18 Nevada, including the marital estate located in Nebraska.

19
20 10. That the parties may have community debt by virtue of property purchased by
21 Plaintiff after she absconded to Nevada from Nebraska. Defendant is not aware of the full extent
22 or description of any community debt but will seek leave of the Court to amend the same once it
23 has been ascertained.

24 11. That neither party should be awarded spousal support.
25
26
27
28

ATEASE LAW
900 E. Charleston Blvd.
Las Vegas, Nevada 89104
702-602-5004

12. That the parties are incompatible in marriage to such extent that it is impossible to live together as husband and wife; that the incompatibility between Counterclaimant and Counterdefendant is so great that there is no possibility of reconciliation.

13. That each party shall bear their own attorney's fees and costs of suit associated with this action.

WHEREFORE, Counterclaimant, JOSEPH RAUL GARCIA RODRIGUEZ, prays for judgment against Counterdefendant, ZOILA LEON-YANEZ, as follows:

1. That the contract of marriage now and therefore existing between Counterclaimant and Counterdefendant be dissolved, and that Counterclaimant be granted an absolute Decree of Divorce, and that each of the parties hereto be restored to the status of a single, unmarried person.

2. That the Court grant the relief requested in this Counterclaim; and

3. For such other relief as the Court finds just and equitable in the premises.

DATED this 15th day of March, 2021.

AT EASE LAW

/s/ Melissa Barry
MELISSA BARRY, ESQ.
Nevada Bar No. 11214
900 East Charleston Blvd.
Las Vegas, Nevada 89104
Attorneys for Defendant/Counterclaimant

CERTIFICATE OF SERVICE

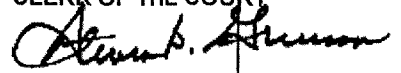
Pursuant to NRCP 5(b), I hereby certify that on the 15th day of March, 2021, I submitted a copy of the foregoing document to *Odyssey*, the electronic filing service utilized by the Eighth Judicial District, which will send notification of said filing to the following:

Jennifer Setters, Esq.
GASTELUM LAW
721 S. 6th Street
Las Vegas, NV 89101
Jenny@gastelumattorneys.com
Attorney for Plaintiff

/s/ Melissa M. Barry
An Employee of AT EASE LAW

AT EASE LAW
900 E. Charleston Blvd.
Las Vegas, Nevada 89104
702-602-5004

NOTICE OF ENTRY OF DECREE OF DIVORCE



WOA
Romeo R. Perez, Esq.
Nevada Bar No. 8223
The Law Offices of Romeo R. Perez, P.C.
1621 East Flamingo Road Suite 15A
Las Vegas, Nevada 89119
Tel: (702) 214-7244
Attorney for Plaintiff
ZOILA LEON YANEZ

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

ZOILA LEON YANEZ,	}	Case No.: D-20-615905-D
Plaintiff,		Dept.: E
vs.		
JOSEPH RAUL GARCIA RODRIGUEZ,		
Defendant,		

**NOTICE OF ENTRY OF DECREE OF DIVORCE AND
WITHDRAWAL OF ATTORNEY**

TO: ALL INTERESTED PARTIES:

YOU WILL PLEASE TAKE NOTICE that on the 27th day of April 2022, a Decree of Divorce was entered in the above-entitled action, a copy of which is attached hereto and Attorney Romeo R. Perez Rule 46, Notice of Withdrawal of Counsel.

Rule 46, NEVADA SUPREME COURT RULES:

1 After judgment or final determination, an attorney may withdraw as attorney
2 of record at any time upon the attorney's filing a withdrawal, and with no matters
3 being left to be resolved by the Court.
4

5 The Decree of Divorce, having been entered by the Court on April 27, 2021,
6 and in accordance with the provisions of SUPREME COURT RULE 46,
7

8 **WITHDRAWAL OR CHANGE OF ATTORNEY:**

9 Please take notice that Romeo R. Perez, ESQ., hereby withdraws as attorney
10 for Plaintiff, Zoila Leon Yanez, whose last known address is 3401 N. Walnut Rd.
11 Las Vegas, Nevada 89115.
12

13
14 DATED this 27th day of April, 2022.

15 Respectfully Submitted By:

16
17 The Law Offices of Romeo R. Perez, P.C.
18

19 By: /s/Romeo R. Perez, Esq.
20 **Romeo R. Perez, Esq.**
21 Nevada Bar No. 8223
22 1621 E. Flamingo Road, Suite 15A
23 Las Vegas, Nevada 89119
24 Tel: (702) 214-7244
25 Attorney for Plaintiff
26
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Zoila Leon-Yanez
3401 N. Walnut Rd.
Las Vegas, Nevada 89115

Joseph Raul Garcia Rodriguez
7979 Westheimer Rd Apt 1601
Houston, TX 77063

Email: nowonder2008@yahoo.com

s/Pearl Almazan
An employee of Romeo R. Perez, Esq.

1 DECD
2 Romeo R. Perez, Esq.
3 Nevada Bar No. 8223
4 The Law Offices of Romeo R. Perez, P.C.
5 1621 East Flamingo Road Suite 15A
6 Las Vegas, Nevada 89119
7 Tel: (702) 214-7244
8 Attorney for Plaintiff
9 ZOILA LEON YANEZ

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

10 ZOILA LEON YANEZ,	}	Case No.: D-20-615905-D
11 Plaintiff,		Dept.: E
12 vs.		
13 JOSEPH RAUL GARCIA		
14 RODRIGUEZ,		
15 Defendant,		

DECREE OF DIVORCE

18 On April 5, 2022, this matter having come before this Honorable Court
19 Plaintiff, Zoila Leon Yanez, (hereafter referred to as "Zoila"), represented by
20 Romeo R. Perez, Esq., and Defendant, Joseph Raul Garcia Rodriguez, (hereafter
21 referred to as "Joseph"), who was not present. Matter called at 11:16am and no
22 appearance by the Defendant.

23 Matter was proved-up and pursuant to EDCR 2.69, the Court made the
24 following findings and Orders:

25 Plaintiff sworn and testified.

1 **COURT** stated its **FINDINGS** and **COURT ORDERED** the following:

2 **THE COURT FINDS** it has complete jurisdiction, as to the subject matter
3
4 pursuant to NRS 125.181 as well as the parties. Zoila is now, and has been, an
5 actual and bona fide resident of the County of Clark, State of Nevada, and has been
6 actually domiciled therein for more than six weeks immediately preceding the
7 commencement of this action with good cause appears:
8

9 **IT IS ORDERED** that absolute Decree of Divorce is Granted pursuant to
10 the terms and conditions as outlined on the record.
11

12 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
13 during the course of said marriage, the taste, mental disposition, views, likes and
14 dislikes of Zoila and Joseph have become so widely divergent that the parties have
15 became incompatible in marriage to such an extent that it is impossible for them to
16 live together as husband and wife; that the incompatibility between Zoila and
17 Joseph is so great that there is no possibility of reconciliation between them.
18
19

20 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that there
21 is three (3) minor children issue of this marriage, to wit: Donna Garcia, born
22 March 6, 2006; Jose Raul Garcia, born July 21, 2008; and Connie Garcia, born
23 May 21, 2010; None adopted; and the wife is not now pregnant.
24
25

26 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Sole
27 Legal and Sole Physical Custody of the three (3) minor children, to wit: Donna
28

1 Garcia, born March 6, 2006; Jose Raul Garcia, born July 21, 2008; and Connie
2 Garcia, born May 21, 2010, shall be Granted to Mom.

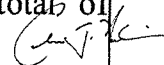
3 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
4
5 Defendant's visitation with the minor children will be at Zoila's sole discretion.

6 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Child
7
8 Support for all three minor children, Dad's obligation to Mom shall remain at
9 \$1,128.00 as previously ordered by this court on June 17, 2021. Child Support
10 shall be due on or before the last day of each month.

11
12 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Mom
13 should continue to maintain medical, dental, and optical insurance for the minor
14 children, if available. Dad should be responsible for one half of any premiums
15 paid by Mom. If at any time insurance is no longer available, the Parties should
16 cooperate in obtaining health insurance for the minor children. That any party
17 incurring an out of pocket medical, dental, optical, orthodontic, or other health
18 related expense for the child will provide a copy of the paid invoice/receipt to the
19 other party within thirty (30) days of incurring such expense; and if not tendered
20 within the thirty (30) day period, the Court may consider it as a waiver of the right
21 to reimbursement. The other party will have thirty (30) days from receipt within
22 which to dispute the expense in writing or reimburse the incurring party for one-
23 half the out-of-pocket expense; and if not disputed or paid within the thirty (30)
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1 day period, the party may be subject to a finding of contempt and appropriate
2 sanctions. If insurance is not available at any time the parties are to cooperate in
3 applying for insurance such as Nevada Check Up or other available insurance.
4

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that with
6 regard to the Dependent Tax Deduction, commencing 2021 and every year
7 thereafter, Mom shall claim the minor children on her taxes.
8

9 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
10 Defendant owes Child Support Arrearages from June 2021 in the total of
11 \$ 5,517.00 reduced to JUDGMENT and 
12 Child Support Arrears shall be collectible by any lawful means
13 necessary.
14

15 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
16 Defendant shall pay Zoila Spousal Support in the amount of \$1,500.00 per month
17 for a period of ten (10) years. Spousal Support shall be due on or before the last
18 day of each month.
19

20 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the
21 marital properties located on 420 S. Pine St. Grand Island, Nebraska 68801, and
22 108 W. Ashton, Grand Island, Nebraska 68801, shall be awarded to the Plaintiff,
23 Zoila Leon Yanez as her sole and separate property.
24
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1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Zoila
2 shall retain any credit card debt that resulted from the cost of the marital properties
3 will remain in Zoila name as her sole and separate property.
4

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that under
6 *Sargeant v. Sargeant* and Defendant's failure to participate, attorney fees apply.
7 Defendant shall pay attorney fees in the amount of \$5,500.00. Attorney fees shall
8 be collectible by any lawful means necessary.
9

10 **IT IS HEREBY FURTHER ORDERED** that each party shall keep
11 whatever personal property they have in their possession including any and all
12 Loans and Credit Card Debt associated with the property, as there sole and
13 separate property along with any encumbrances thereon and shall hold each other
14 harmless.
15

16 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the
17 Parties and each of them are entitled to a Full and Final Decree of Divorce, subject
18 to the terms and conditions as placed on the record. Parties are Returned to the
19 Status of Single and Unmarried Persons.
20

21 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
22 neither party shall charge, or cause or permit to be charged, to or against the other
23 any or purchases which either of them may hereafter make, and shall not hereafter
24 create an engagement or obligations in the name of or against the other, and shall
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1 never hereafter secure or attempt to secure any credit upon or in connection with
2 the other, or his or her name, and each of them will promptly pay all debts and
3 discharge all financial obligations which each may incur for himself or herself, and
4 each of them will hereafter hold the free and harmless from any and all debts and
5 other obligations which the other may incur.
6

7
8 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
9 should it be found that there exists other property, debts or obligations, separate or
10 community, which have not been discovered, disclosed and stated in this decree of
11 divorce, either party may move the court for a partition of same and hold any party
12 responsible for such non-disclosure in the form of sanctions, attorney's fees or
13 other costs associated with such non-disclosure. With respect to this paragraph,
14 each party hereto specifically waives any and all limitation of periods for the
15 bringing of an action to partition such undisclosed asset(s), debt(s) and further
16 specifically stipulates that the failure to disclose such constitutes extrinsic fraud,
17 which will invoke the jurisdiction and partition such undisclosed asset(s), debt(s)
18 or obligation(s), at any future time and reimburse the aggrieved party for expenses
19 should defense to such asset(s), or obligation(s) prove necessary.
20
21

22 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that all
23 transfers detailed herein are done pursuant to Internal Revenue Code 1041(or
24 successor statute) and constitute non-taxable transfers between spouses pursuant to
25
26
27
28

1 a written agreement. Additionally, each party will not take any position
2 inconsistent with the terms and conditions of this Decree in any filling of income
3 or other taxes in the future.
4

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that each
6 party will execute any and all legal documents, certificates of title, bills of sale,
7 deeds or other evidence of transfer necessary to effectuate this Decree within five
8 (5) days of being presented with such transfer documentation, unless otherwise
9 defined herein. Should either party fail to execute any of said documents to
10 transfer interest to the other, then it is agreed that Decree will constitute a full
11 transfer of interest of one to the other, as herein provided pursuant to NRCP 70.
12
13
14

15 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
16 DIVORCE GRANTED. Mr. Perez shall prepare the Decree of Divorce to include
17 the Court's Findings. This order shall control under EDCR 7.50 until the order is
18 submitted. Case Closed upon entry of the Decree of Divorce.
19
20

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IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between the Parties, Plaintiff, Zoila Leon Yanez and Defendant, Joseph Raul Garcia Rodriguez be, and the same are hereby wholly dissolved; and an absolute Decree of Divorce is hereby granted to the Parties, and each of them; and each of the parties is hereby restored to the status of a single, unmarried person.

Dated this 27th day of April, 2022

Chas. J. Miller

C88 B7C 038C 9539
Charles J. Hoskin
District Court Judge

mb

Respectfully submitted by:

The Law Offices of Romeo R. Perez

By: /s/ *Romeo R. Perez*
 Romeo R. Perez, Esq.
 Nevada Bar No.: 8223
 1621 E. Flamingo Rd., Ste. 15A
 Las Vegas, Nevada 89119
 Phone: (702) 214-7244
 Attorney for Defendant
 Zoila Leon Yanez

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4

5
6 Zoila Leon-Yanez, Plaintiff

CASE NO: D-20-615905-D

7 vs.

DEPT. NO. Department E

8 Joseph Raul Garcia Rodriguez,
9 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: 4/27/2022

15 Pearl Almazan	Pearlee702@yahoo.com
16 Rhonda Perez	rhonda@romeoperezlaw.com
17 Romeo Perez, Esq.	Romeo@romeoperezlaw.com
18 Lisa Silon	legalassistant@bonanzalegal.com
19 Kristina Marcus	administrator@bonanzalegal.com
20 Gayle Nathan	attorney@bonanzalegal.com
21 Melissa Barry	melissa@ateaselaw.com
22 Arriane Licodine	clerk@ateaselaw.com
23 Lynn Conant, Esq.	Lynn@romeoperezlaw.com
24 Yadira Santana	Yadira@romeoperezlaw.com
25 Joseph Garcia	nowonder2008@yahoo.com

26
27
28

AMENDED DECREE OF DIVORCE

1 DECD
2 Romeo R. Perez, Esq.
3 Nevada Bar No. 8223
4 The Law Offices of Romeo R. Perez, P.C.
5 1621 East Flamingo Road Suite 15A
6 Las Vegas, Nevada 89119
7 Tel: (702) 214-7244
8 Attorney for Plaintiff
9 ZOILA LEON YANEZ

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

12 ZOILA LEON YANEZ,	}	Case No.: D-20-615905-D
13 Plaintiff,		Dept.: E
14 vs.		
15 JOSEPH RAUL GARCIA		
16 RODRIGUEZ,		
17 Defendant,	}	

18 **AMENDED DECREE OF DIVORCE**

19 On April 5, 2022, this matter having come before this Honorable Court
20 Plaintiff, Zoila Leon Yanez, (hereafter referred to as "Zoila"), represented by
21 Romeo R. Perez, Esq., and Defendant, Joseph Raul Garcia Rodriguez, (hereafter
22 referred to as "Joseph"), who was not present. Matter called at 11:16am and no
23 appearance by the Defendant.

24 Matter was proved-up and pursuant to EDCR 2.69, the Court made the
25 following findings and Orders:

26 Plaintiff sworn and testified.

1 **COURT** stated its **FINDINGS** and **COURT ORDERED** the following:

2 **THE COURT FINDS** it has complete jurisdiction, as to the subject matter
3
4 pursuant to NRS 125.181 as well as the parties. Zoila is now, and has been, an
5 actual and bona fide resident of the County of Clark, State of Nevada, and has been
6 actually domiciled therein for more than six weeks immediately preceding the
7 commencement of this action with good cause appears:
8

9 **IT IS ORDERED** that absolute Amended Decree of Divorce is Granted
10 pursuant to the terms and conditions as outlined on the record.
11

12 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
13 during the course of said marriage, the taste, mental disposition, views, likes and
14 dislikes of Zoila and Joseph have become so widely divergent that the parties have
15 become incompatible in marriage to such an extent that it is impossible for them to
16 live together as husband and wife; that the incompatibility between Zoila and
17 Joseph is so great that there is no possibility of reconciliation between them.
18
19

20 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that there
21 is three (3) minor children issue of this marriage, to wit: Donna Garcia, born
22 March 6, 2006; Jose Raul Garcia, born July 21, 2008; and Connie Garcia, born
23 May 21, 2010; None adopted; and the wife is not now pregnant.
24
25

26 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Sole
27 Legal and Sole Physical Custody of the three (3) minor children, to wit: Donna
28

1 Garcia, born March 6, 2006; Jose Raul Garcia, born July 21, 2008; and Connie
2 Garcia, born May 21, 2010, shall be Granted to Mom.

3 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
4
5 Defendant's visitation with the minor children will be at Zoila's sole discretion.

6 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Child
7
8 Support for all three minor children, Dad's obligation to Mom shall remain at
9 \$1,128.00 as previously ordered by this court on June 17, 2021. Child Support
10 shall be due on or before the last day of each month.

11
12 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Mom
13 should continue to maintain medical, dental, and optical insurance for the minor
14 children, if available. Dad should be responsible for one half of any premiums
15 paid by Mom. If at any time insurance is no longer available, the Parties should
16 cooperate in obtaining health insurance for the minor children. That any party
17 incurring an out of pocket medical, dental, optical, orthodontic, or other health
18 related expense for the child will provide a copy of the paid invoice/receipt to the
19 other party within thirty (30) days of incurring such expense; and if not tendered
20 within the thirty (30) day period, the Court may consider it as a waiver of the right
21 to reimbursement. The other party will have thirty (30) days from receipt within
22 which to dispute the expense in writing or reimburse the incurring party for one-
23 half the out-of-pocket expense; and if not disputed or paid within the thirty (30)
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1 day period, the party may be subject to a finding of contempt and appropriate
2 sanctions. If insurance is not available at any time the parties are to cooperate in
3 applying for insurance such as Nevada Check Up or other available insurance.
4

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that with
6 regard to the Dependent Tax Deduction, commencing 2021 and every year
7 thereafter, Mom shall claim the minor children on her taxes.
8

9 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
10 Defendant owes Child Support Arrearages from June 2021 in the total of
11 \$5,517.00. Child Support Arrears shall be reduced to Judgment and collectible by
12 any lawful means necessary.
13
14

15 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
16 Defendant shall pay Zoila Spousal Support in the amount of \$1,500.00 per month
17 for a period of ten (10) years. Spousal Support shall be due on or before the last
18 day of each month.
19

20 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the
21 marital properties located on 420 S. Pine Street, Grand Island, Nebraska 68801,
22 with a legal description of: LAKEVIEW S 67' OF W 33' LT 7 & S 67' OF E 17'
23 LT 8 BLK 2, and 104 W. Ashton Avenue, Grand Island, Nebraska 68801, same
24 legal description, shall be awarded to the Plaintiff, Zoila Leon Yanez as her sole
25 and separate property.
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1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Zoila
2 shall retain any credit card debt that resulted from the cost of the marital properties
3 will remain in Zoila name as her sole and separate property.
4

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that under
6 *Sargeant v. Sargeant* and Defendant's failure to participate, attorney fees apply.
7 Defendant shall pay attorney fees in the amount of \$5,500.00. Attorney fees shall
8 be collectible by any lawful means necessary.
9

10 **IT IS HEREBY FURTHER ORDERED** that each party shall keep
11 whatever personal property they have in their possession including any and all
12 Loans and Credit Card Debt associated with the property, as there sole and
13 separate property along with any encumbrances thereon and shall hold each other
14 harmless.
15
16

17 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the
18 Parties and each of them are entitled to a Full and Final Decree of Divorce, subject
19 to the terms and conditions as placed on the record. Parties are Returned to the
20 Status of Single and Unmarried Persons.
21
22

23 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
24 neither party shall charge, or cause or permit to be charged, to or against the other
25 any or purchases which either of them may hereafter make, and shall not hereafter
26 create an engagement or obligations in the name of or against the other, and shall
27
28

1 never hereafter secure or attempt to secure any credit upon or in connection with
2 the other, or his or her name, and each of them will promptly pay all debts and
3 discharge all financial obligations which each may incur for himself or herself, and
4 each of them will hereafter hold the free and harmless from any and all debts and
5 other obligations which the other may incur.
6

7
8 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
9 should it be found that there exists other property, debts or obligations, separate or
10 community, which have not been discovered, disclosed and stated in this amended
11 decree of divorce, either party may move the court for a partition of same and hold
12 any party responsible for such non-disclosure in the form of sanctions, attorney's
13 fees or other costs associated with such non-disclosure. With respect to this
14 paragraph, each party hereto specifically waives any and all limitation of periods
15 for the bringing of an action to partition such undisclosed asset(s), debt(s) and
16 further specifically stipulates that the failure to disclose such constitutes extrinsic
17 fraud, which will invoke the jurisdiction and partition such undisclosed asset(s),
18 debt(s) or obligation(s), at any future time and reimburse the aggrieved party for
19 expenses should defense to such asset(s), or obligation(s) prove necessary.
20
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24

25 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that all
26 transfers detailed herein are done pursuant to Internal Revenue Code 1041(or
27 successor statute) and constitute non-taxable transfers between spouses pursuant to
28

1 a written agreement. Additionally, each party will not take any position
2 inconsistent with the terms and conditions of this Amended Decree in any filling of
3 income or other taxes in the future.
4

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that each
6 party will execute any and all legal documents, certificates of title, bills of sale,
7 deeds or other evidence of transfer necessary to effectuate this Amended Decree
8 within five (5) days of being presented with such transfer documentation, unless
9 otherwise defined herein. Should either party fail to execute any of said
10 documents to transfer interest to the other, then it is agreed that the Amended
11 Decree will constitute a full transfer of interest of one to the other, as herein
12 provided pursuant to NRCP 70.
13
14
15

16 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
17
18 DIVORCE GRANTED. Mr. Perez shall prepare the Amended Decree of Divorce
19 to include the Court's Findings. This order shall control under EDCR 7.50 until the
20 order is submitted. Case Closed upon entry of the Amended Decree of Divorce.
21

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IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between the Parties, Plaintiff, Zoila Leon Yanez and Defendant, Joseph Raul Garcia Rodriguez be, and the same are hereby wholly dissolved; and an absolute Amended Decree of Divorce is hereby granted to the Parties, and each of them; and each of the parties is hereby restored to the status of a single, unmarried person.

Dated this 18th day of August, 2022

Cheng J. Ma

se

00B F35 B889 63D2
Charles J. Hoskin
District Court Judge

Respectfully submitted by:

The Law Offices of Romeo R. Perez

Bonanza Legal Group

By: /s/ Romeo R. Perez
 Romeo R. Perez, Esq.
 Nevada Bar No.: 8223
 1621 E. Flamingo Road, Ste. 15A
 Las Vegas, Nevada 89119
 Phone: (702) 214-7244
 Attorney for Defendant

By:
 Gayle Nathan, Esq.
 Nevada Bar No. 4917
 3591 E. Bonanza Rd, 2nd Floor
 Las Vegas, Nevada 89110
 Phone: (702) 405-1576
 Attorney for Plaintiff

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4

5
6 Zoila Leon-Yanez, Plaintiff

CASE NO: D-20-615905-D

7 vs.

DEPT. NO. Department E

8 Joseph Raul Garcia Rodriguez,
9 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: 8/18/2022

15 Pearl Almazan

Pearlee702@yahoo.com

16 Rhonda Perez

rhonda@romeoperezlaw.com

17 Romeo Perez, Esq.

Romeo@romeoperezlaw.com

18 Lisa Silon

legalassistant@bonanzalegal.com

20 Kristina Marcus

administrator@bonanzalegal.com

21 Gayle Nathan

attorney@bonanzalegal.com

22 Joseph Garcia

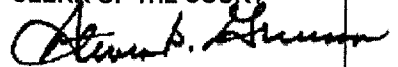
nowonder2008@yahoo.com

23 Info Perez

info@romeoperezlaw.com

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25
26
27
28

NOTICE OF ENTRY OF DECISION



1 **NEO**
2 **GAYLE NATHAN, ESQ.**
3 Nevada Bar No. 4917
4 **BONANZA LEGAL GROUP**
5 3591 East Bonanza Road, 2nd Floor
6 Las Vegas, NV 89110
7 Telephone: (702) 405-1576
8 attorney@bonanzalegal.com
9 Attorney for Defendant

6 **DISTRICT COURT**
7 **FAMILY DIVISION**
8 **CLARK COUNTY, NEVADA**

9 **ZOILA LEON-YANEZ,**
10 **Plaintiff,**

11 **vs.**

12 **JOSEPH RAUL GARCIA**
13 **RODRIQUEZ,**

14 **Defendant.**

CASE NO.: D-20-615905-D
DEPT. NO. E

NOTICE OF ENTRY OF
ORDER FROM 6/21/22
DECISION

15 **TO: ZOILA LEON-YANEZ, Plaintiff and**
16 **TO: ROMEO R. PEREZ, ESQ., her attorney**
17

18 **PLEASE TAKE NOTICE** that an **ORDER FROM THE 6/21/22**
19 **DECISION** was entered on **August 4, 2022**, a true and correct copy of the **Order**
20 is attached hereto.

21 **DATED** this 25th day of August, 2022.

22
23 **Respectfully Submitted by:**

24 /s/ Gayle Nathan
25 **GAYLE NATHAN, ESQ.**
26 Nevada Bar No. 4917
27 **BONANZA LEGAL GROUP**
28 3591 East Bonanza Road, 2nd Floor
Las Vegas, NV 89110
Attorney for Defendant

[illegible]

[X] Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned “In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court,” by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system.

[] by First Class, Certified U.S. Mail.

ROMEO R. PEREZ, ESQ.
Romeo@romeoperezlaw.com

Page 2 of 2

Heather L. Smith
CLERK OF THE COURT

1 ORDR
2

3 DISTRICT COURT

4 FAMILY DIVISION

5 CLARK COUNTY, NEVADA
6

7
8 LEON-YANEZ, ZOILA,
9 Plaintiff,

Case No.: D-20-615905-D
Dept.: E

10 v.

11 GARCIA RODRIGUEZ, JOSEPH
12 RAUL,
13 Defendant.
14

15 ORDER
16

17 This matter most recently having come on for Hearing on the 21st day
18 of June 2022; the Court resolving some of the pending issues and reserving
19 the issue of whether to set aside the Decree under submission; the Order
20 from that hearing being entered on July 20, 2022; the Defendant was given
21 the opportunity to further brief the issue to support the claim that the asset
22 and debt distribution was not inequitable and that the financial orders were
23 inappropriate. The parties having submitted their briefs and, after reviewing
24 those briefs, the Court finds and orders as follows:
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1 That a *Decree of Divorce* was entered on April 27, 2022, resulting
2
3 from the hearing on April 5, 2022 where Defendant failed to appear, even
4 though he was properly noticed of the hearing and proceedings. The *Decree*
5 was the result of evidence taken at the April 5, 2022 hearing.
6

7 The *Decree* awarded Plaintiff child support at the prior awarded
8 amount of \$1,128.00 per month and spousal support of \$1,500.00 per month
9 for ten (10) years. Plaintiff was awarded community property consisting of
10 420 S. Pine St. Grand Island, Nebraska, 68801, and 108 W. Ashton, Grand
11 Island, Nebraska, 68801, in addition to any and all debt associated with
12 those properties. Defendant was awarded the property and debt in his
13 possession. Plaintiff testified that such a distribution was equal and the
14 Court ultimately accepted that representation.
15
16

17 Defendant's *Brief*, filed July 15, 2022, indicates that there is a
18 community asset not specifically distributed within the Decree, identified as
19 621 E. Division St. Under the terms of the Decree, since that residence is
20 purportedly in Defendant's name, the same would be awarded to him.
21 However, notwithstanding the purpose of the *Brief* (was the distribution
22 equal?) no value for 621 E. Division St. was provided.
23
24
25

26 While the parties continue to argue regarding expenses made, during
27 the marriage to improve community properties, such is not a current
28

1 consideration of the Court. The Court is tasked with dividing the
2 community, at the value of the assets at the time of the divorce.
3 Contributions for repairs are resolved through the values of the properties at
4 the time of the *Decree*.
5

6
7 While Plaintiff represented total debts assigned to her in the *Decree*
8 exceeding \$101,000.00, she also failed to provide any proof as to the value
9 of the two community assets assigned to her. Ultimately, it was Defendant's
10 burden to demonstrate that the community division in the *Decree* was not
11 fair and equal. Notwithstanding an additional opportunity to support that
12 claim, Defendant failed to provide sufficient information to indicate that the
13 community division was not fair and equal.
14
15

16 Regarding the support issues, the child support was based on the
17 information in Defendant's April 20, 2021 Financial Disclosure Form
18 (FDF). The child support amount existed, temporarily, since the June 2021
19 hearing. Such is the same amount in the permanent order of the Court. That
20 FDF represented \$3,328.00 each month in gross monthly income (GMI),
21 plus \$700.00 monthly in rental income (totaling $\$4,028 \times 28\% = \$1,128.00$).
22 The attached form 1040 represents a GMI of \$6,089.00. As Defendant's
23 June 13, 2022 FDF omitted the income page, there is no current basis to
24 modify that amount.
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1 Spousal support requires a different analysis as need and ability to pay
2
3 are considered. Unfortunately, other than the testimony received at the April
4 2022 hearing, neither Plaintiff's need, nor Defendant's ability to pay were
5 fully explored in the briefs. As such, the Court is looking at potentially
6 modifying the prior support spousal support order.
7

8 NRS 125.150(8) indicates that support payments "may be modified
9 upon a showing of changed circumstances." That section goes on to state
10 that, in addition to other relevant factors, "the court shall consider whether
11 the income of the spouse who is ordered to pay alimony, as indicated on the
12 spouse's federal income tax return for the preceding calendar year, has been
13 reduced to such a level that the spouse is financially unable to pay the
14 amount of alimony the spouse has been ordered to pay."
15
16

17 As no income page was included in Defendant's recent FDF, it is
18 difficult to determine whether a modification is appropriate. The documents
19 attached to that FDF appear to indicate that, at least in February 2022,
20 Defendant earned \$3,676.00. It is assumed he is also still receiving the
21 \$700.00 per month in rental income. Totaling those amounts appears to
22 result in income consistent with his prior income. However, that income
23 level does not support an ability to pay \$1,500.00 per month is spousal
24
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1 support. Defendant's request to modify the spousal support award is
2 appropriate.
3

4 IT IS HEREBY ORDERED that Defendant's request to set aside the
5 Divorce Decree is DENIED.
6

7 IT IS FURTHER ORDERED that Defendant's request to modify the
8 spousal support obligation is GRANTED. Defendant's spousal support
9 obligation is modified to \$700.00 per month beginning June 2022 (the
10 month following his Motion).
11

12 IT IS FURTHER ORDERED that each side shall pay their own
13 attorney's fees and costs.
14

15 IT IS FURTHER ORDERED that all prior orders, not modified by
16 this Order, shall remain in full force and effect.
17

18 IT IS SO ORDERED

19 Dated this 4th day of August, 2022

20 
21

22 _____
23 A98 192 5DD3 202B
24 Charles J. Hoskin
25 District Court Judge
26
27
28

se

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4

5
6 Zoila Leon-Yanez, Plaintiff

CASE NO: D-20-615905-D

7 vs.

DEPT. NO. Department E

8 Joseph Raul Garcia Rodriguez,
9 Defendant.

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 8/4/2022

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