

# IN THE SUPREME COURT OF THE STATE OF NEVADA

JOSEPH RAUL GARCIA RODRIGUEZ,

Appellant,

v.

ZOILA LEON-YANEZ,

Respondent.

Electronically Filed  
Apr 27 2023 04:42 PM  
Elizabeth A. Brown  
Clerk of Supreme Court

Supreme Court No. 85289

District Court No.: D-20-615905-D

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## APPEAL FROM NOTICE OF ENTRY OF ORDER AND ORDER FILED ON AUGUST 25, 2022 AND AMENDED DECREE OF DIVORCE FILED ON JUNE 21, 2022

Eighth Judicial District Court of the State of Nevada

In and for the County of Clark

THE HONORABLE CHARLES HOSKIN

DISTRICT COURT JUDGE

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## APPENDIX VOLUME ONE

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Gayle Nathan, Esq.  
Nevada Bar Number 4917  
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Attorney@BonanzaLegal.com

## APPENDIX EXHIBIT

#	DOCUMENT	FILE STAMP DATE	PAGES
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### VOLUME ONE

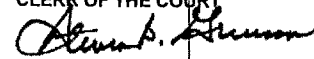
1.	Complaint for Divorce	10/19/2020	AA0001-0007
2.	Joint Preliminary Injunction	10/23/2020	AA0008-0009
3.	Plaintiff's Motion for Temporary Orders and Preliminary Attorney Fees and Costs	01/27/2021	AA0010-0023
4.	Plaintiff's Financial Disclosure Form	2/17/2021	AA0026-0034
5.	Default	02/18/2021	AA0024-0025
6.	Defendant's Motion to Set Aside Default	02/22/2021	AA0035-0041
7.	Answer and Counter Claim	03/15/2021	AA0042-0047

8.	Order Setting Case Management Conference and Directing Compliance with NRCP 16.2/16.205	03/16/2021	AA0048-0053
9.	Notice of Entry and Order from 3/4/21 Hearing	03/31/2021	AA0054-0060
10.	Defendant's Case Management Conference Statement	04/08/2021	AA0061-0069
11.	Financial Disclosure Form – Defendant	04/20/2021	AA0070-0080
12.	Case and Non- Jury Management Order	04/28/2021	AA0081-0084
13.	Defendant's Motion to Modify Child Custody and Child Support	05/06/2021	AA0085-0089
14.	Plaintiff's Opposition to Defendant's Motion to Modify and Counter Motion	06/01/2021	AA0090-0104
15.	Defendant's Response to the Plaintiff's Opposition	06/16/2021	AA0105-0116
16.	Motion to Withdraw as Counsel	06/29/2021	AA0117-0122

17.	Notice of Hearing on Motion to Withdraw	07/06/2021	AA0123
18. —	Order after 6/17/2021 Hearing	07/20/2021	AA0124-0128
18a	Ex Parte Motion to Continue Trial and Discovery	08/02/2021	AA0129-0137
19.	Order Extending Pretrial Memorandum Deadline	11/18/2021	AA0138-0139
20.	Plaintiff's Pretrial Memorandum	04/04/2022	AA0140-0160
21.	Schedule of Arrearages	04/12/2022	AA0161, 0177-0183
22.	Transcript of Calendar Call on 4/5/2022 Listed out of Order	02/7/2023	AA0162-0176
23.	Notice of Entry of Decree of Divorce	04/27/2022	AA0184-0195
24.	Motion to Set Aside Decree of Divorce (A duplicate motion was filed on 5/10/2022 in error.)	05/05/2022	AA0196-0214
25.	Notice of Hearing on Motion to Set Aside Decree of Divorce	05/11/2022	AA0215

26.	Opposition to Motion to Set Aside Decree of Divorce	06/10/2022	AA0216-0232
27.	Declaration in Reply to Opposition	06/16/2022	AA0233-0240
	<b>VOLUME TWO</b>		
28.	Defendant's Revised Financial Disclosure Form (Not file stamped but logged into Odyssey on 6/13/2022)	06/13/2022	AA0241-0247
29.	Behavior Order	06/21/2022	AA0248-0249
30.	Defendant's Amended Financial Disclosure Form	07/14/2022	AA0250-0259
31.	Defendant's Brief re Financial Issues	07/15/2022	AA0260-0341
32.	Supplemental Exhibits to Defendant's Brief re Financial Issues	07/18/2022	AA0342-0459
33.	Notice of Entry on Order after June 21, 2022 Hearing (on Motion to Set Aside Decree of Divorce)	8/25/2022	AA0460-0465
	<b>VOLUME THREE</b>		

34.	Plaintiff's Brief re Financial Issues	07/22/2022	AA0466-0507
35.	Plaintiff's Exhibits to Brief Re Financial Issues	07/22/2022	AA0508-0659
36.	Second Notice of Entry and Order after June 21, 2022 Hearing (on Motion to Set Aside Decree of Divorce) After Briefing.	08/04/2022	AA0659.1-0659.8
37.	Amended Decree of Divorce	08/18/2022	AA0660-0668
38.	Notice of Appeal	08/30/2022	AA0669-0670



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. 6<sup>th</sup> Street  
6 Las Vegas, NV 89101  
7 P: (702) 979.1455 | F: (702) 977.5246  
8 E: Jenny@gastelumattorneys.com  
9 Attorney for Plaintiff

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

9 ZOILA LEON-YANEZ  
10 Plaintiff.

CASE NO.:  
DEPT. NO.:

11 vs.

12 JOSEPH RAUL GARCIA RODRIGUEZ,  
13 Defendant.

**COMPLAINT FOR DIVORCE**

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

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

13 **PHYSICAL CUSTODY**

- 14 7. That Plaintiff is fit and proper to exercise Primary Physical Custody of said minor children  
15 subject to Defendant's specified right to visitation.  
16

17 **TAX EXEMPTION/DEDUCTION**

- 18 8. That Plaintiff should claim the minor children as an annual tax exemptions/deductions each  
19 and every year.  
20

21 **HOLIDAY SCHEDULE**

- 22 9. That the parties will agree on a holiday schedule that will supersede the parties' standard  
23 visitation schedule with the minor children.  
24

25 **HEALTHCARE**

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



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 SPOUSAL SUPPORT

2 16. That Plaintiff be awarded Spousal Support.

3 NAME CHANGE

4 17. That no name change order is necessary.

5 ATTORNEY'S FEES & COSTS

6 18. That pursuant to NRS 18.010, *Brunzell*, and *Sargeant* Defendant be ordered to pay  
7 Plaintiff's Attorney Fees & Costs.

8 19. That Plaintiff and Defendant have become and continue to be incompatible in marriage and  
9 no reconciliation is possible.

10 **WHEREFORE**, Plaintiff prays for judgment as follows:

- 11
- 12 1. That this Court enter orders relating custody and matters related to the minor
  - 13 children as outlined in this Complaint;
  - 14
  - 15 2. That Defendant be ordered to pay Child Support in accordance with NAC 425.140;
  - 16
  - 17 3. That this Court enter an order dividing property/debt;
  - 18
  - 19 4. That this Court award a disproportionate amount of property and debt in Plaintiff's
  - 20 favor by finding Defendant to have committed Marital Waste;
  - 21
  - 22 5. That she be awarded Spousal Support;
  - 23
  - 24 6. That pursuant to NRS 18.010, *Brunzell*, and *Sargeant* this Court award Plaintiff
  - 25 Attorney's Fees & Costs; and
  - 26
  - 27
  - 28

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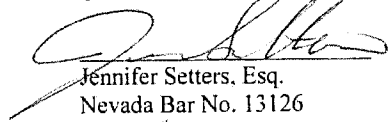
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1 7. For such other and further relief as the Court finds to be just and proper.  
2

3 DATED this 12<sup>th</sup> day of October 2020.  
4

5 Respectfully Submitted:

6 **GASTELUM LAW**

7 

8 Jennifer Setters, Esq.

9 Nevada Bar No. 13126

10 721 S. 6<sup>th</sup> Street

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13 E: Jenny@gastelumattorneys.com

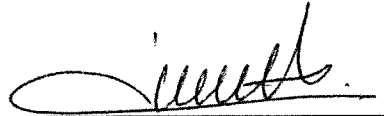
14 Attorney for Plaintiff  
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1 VERIFICATION

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

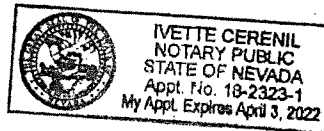
6 ZOILA LEON-YANEZ, being first duly sworn under penalties of perjury,  
7 deposes and says as follows:

8 That she is the Plaintiff in the above-entitled action; that she has read the foregoing  
9 COMPLAINT FOR DIVORCE and knows the contents thereof; that the same is true of her  
10 own knowledge except for those matters therein stated on information and belief and as to those  
11 matters, she believes them to be true.  
12

13   
14 ZOILA LEON-YANEZ  
15

16  
17 SUBSCRIBED AND SWORN to before me  
18 this 12th day of October 2020.

19   
20 NOTARY PUBLIC in and for said  
21 COUNTY and STATE  
22  
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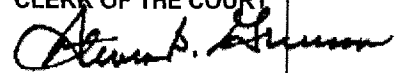
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JPI

DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*\*

ZOILA LEON-YANEZ, PLAINTIFF

CASE NO: D-20-615905-D

VS.

DEPARTMENT E

JOSEPH RAUL GARCIA RODRIGUEZ,

DEFENDANT.

JOINT PRELIMINARY INJUNCTION

**Notice: This injunction is effective upon the requesting party when issued and against the other party when served. This injunction shall remain in effect from the time of its issuance until trial or until dissolved or modified by the court.**

**TO: Plaintiff and Defendant:**

PURSUANT TO EIGHTH JUDICIAL COURT RULE 5.517, YOU, AND ANY OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR A PERSON IN ACTIVE CONCERT OR PARTICIPATION WITH YOU, ARE HEREBY PROHIBITED AND RESTRAINED FROM:

1. Transferring, encumbering, concealing, selling or otherwise disposing of any of your joint, common or community property of the parties or any property which is the subject of a claim of community interest, except in the usual course of conduct or for the necessities of life or for retention of counsel for the case in which this Injunction is obtained; or cashing, borrowing against, canceling, transferring, disposing of, or changing the beneficiaries of;

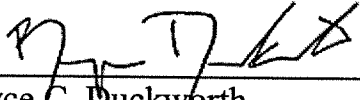
a. Any retirement benefits or pension plan held for the benefit (or election for benefit) of the parties or any minor child; or

b. Any insurance coverage, including life, health, automobile, and disability coverage;

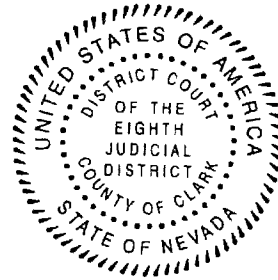
without the written consent of the parties or the permission of the court.

- 1 2. Molesting, harassing, stalking, disturbing the peace of or committing an assault or  
2 battery on the person of the other party or any child, stepchild, other relative or family  
3 pet of the parties.  
4 3. Relocating any child of the parties under the jurisdiction of the State of Nevada from  
5 the state without the prior written consent of all parties with custodial rights or the  
6 permission of the court.

7 DATED this 23rd day of October, 2020:

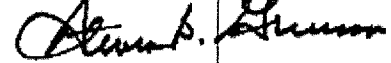
8  
9   
10 Bryce C. Duckworth  
11 Presiding Judge, Family Division

12 October 23, 2020



CERTIFIED COPY  
ELECTRONIC SEAL (NRS 1.190(3))

Electronically Filed  
1/27/2021 2:41 PM  
Steven D. Grierson  
CLERK OF THE COURT



**MOT**  
GASTELUM LAW  
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*Attorney for Plaintiff, ZOILA LEON-YANEZ*

**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

**ORAL ARGUMENT REQUESTED: YES**

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS COUNTER MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN (14) DAYS OF THE RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF COURT WITHIN (14) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUEST FOR RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE.

**PLAINTIFF'S MOTION FOR TEMPORARY ORDERS AND  
PRELIMINARY ATTORNEY'S FEES AND COSTS**

COMES NOW, Plaintiff, ZOILA LEON-YANEZ, by and through her Attorney of Record, JENNIFER SETTERS, ESQ., hereby files her PLAINTIFF'S MOTION FOR TEMPORARY ORDERS AND PRELIMINARY ATTORNEY'S FEES AND COSTS.

This motion is based upon the following Memorandum of Points and Authorities, the



Affidavit of Plaintiff, and any testimony and/or evidence that may be adduced at the Hearing in this matter.

WHEREFORE, Plaintiff prays for the following relief:

1. An Order for Sole Legal and Primary Physical Custody of the minor children;
2. An Order awarding her Child Support;
3. An Order awarding her Spousal Support;
4. A Court finding Defendant has committed marital waste and for an accounting of the same;
5. An Order opening Discovery;
6. That Plaintiff have an award of preliminary attorney fees and costs;
7. For any other relief that this Court deems just and equitable.

DATED this 26 day of January 2021.

Respectfully Submitted:

**GASTELUM LAW**

DocuSigned by:

*Jennifer Setters*

JENNIFER SETTERS, ESQ.

Nevada Bar No: 13126

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*Attorney for Plaintiff*

///

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///



1 and then family to pretend he no longer owned the same. Clear marital waste and dishonest  
2 behavior.

3 Zoila only recently began working and barely makes ends meet. On the other hand,  
4 Defendant earns approximately \$130,000.00 each and every year. Moreover, he also collects  
5 rents related to the parties' duplex property with several units and renters. Defendant does not  
6 only lack the common sense to help his children financially, but he refuses to visit them or take  
7 them for visitation. Defendant rarely calls if at all, we welcome the Court to interview the  
8 children and confirm the same. And when the children ask to visit, he sets clear inconsiderate  
9 restrictions including only allowing 2 of the 4 children to attend at a time. Defendant should be  
10 ashamed but as he could care less, Zoila finally seeks recourse from this honorable Court.  
11

## 12 II.

### 13 POINTS AND AUTHORITIES

#### 14 A. Zoila's Request for Temporary Support and Related Financial Issues

15 NRS 125.040 Orders for support and cost of suit during pendency of action.

16 1. In any suit for divorce the court may, in its discretion, upon application by either party  
17 and notice to the other party, require either party to pay moneys necessary to assist the other  
18 party in accomplishing one or more of the following:

- 19 (a) To provide temporary maintenance for the other party;  
20 (b) To provide temporary support for children of the parties; or  
21 (c) To enable the other party to carry on or defend such suit.

22 2. The court may make any order affecting property of the parties, or either of them,  
23 which it may deem necessary or desirable to accomplish the purposes of this section. Such  
24 orders shall be made by the court only after taking into consideration the financial situation of  
25 each of the parties.

26 3. The court may make orders pursuant to this section concurrently with orders pursuant  
27 to NRS 125.470.

28 The courts in Nevada have long recognized that a person need not establish necessitous  
circumstances in order to obtain temporary allowances. As the Nevada Supreme Court  
interpreted NRS 125.040 to mean in *Engebretson v. Engebretson*, 75 Nev. 237, 311 P.2d 412

(1959) that the statute does not limit awards for temporary alimony to those cases where the wife is destitute or practically so. It contemplates such awards when the facts, circumstances and situation of the parties are such that in the fairness to the wife, she should be given financial assistance for her support during the pendency of the action.

Zoila struggles financially to make ends meet and the COVID 19 pandemic has further created financial struggles for her. On the other hand, Defendant earns over \$130,000.00 annually and fails to contribute to her or their children. For the same, Zoila requests a reasonable order for a reasonable amount of time.

**B. Zoila Should be Granted Sole Legal Custody of the Minor Children**

NRS 125C.002 states as follows:

1. When a court is making a determination regarding the legal custody of a child, there is a presumption, affecting the burden of proof, that joint legal custody would be in the best interest of a minor child if:

(a) The parents have agreed to an award of joint legal custody or so agree in open court at a hearing for the purpose of determining the legal custody of the minor child; or

(b) A parent has demonstrated or has attempted to demonstrate but has had his or her efforts frustrated by the other parent, an intent to establish a meaningful relationship with the minor child.

Defendant resides in Wyoming and has demonstrated a complete lack of interest in his children. For the same reason, Zoila seeks Sole Legal Custody of the children.

**C. Zoila Should Be Granted Primary Physical Custody of the Minor Children Subject to Defendant's Specified Right to Visitation.**

A court may award primary physical custody to a parent if the court determines that joint physical custody is not in the best interest of the child.<sup>1</sup> In determining the best interest of the child(ren), NRS 125C.0035 states, in relevant part, as follows:

---

<sup>1</sup> *Id.* at 125C.003(1).

1 4. In determining the best interest of the child, the court shall consider and set  
2 forth its specific findings concerning, among other things:

- 3 1. The wishes of the child if the child is of sufficient age and capacity to form  
4 an intelligent preference as to his or her physical custody.

5 Some of the children are of sufficient capacity to discuss their preference. We  
6 welcome the Court to request Child Interviews for the same.

- 7 2. Any nomination of a guardian for the child by a parent.

8 Defendant agreed to allow the children to move across the country. The Court  
9 should consider this an obvious nomination for Zoila to exercise Primary  
10 Physical Custody.

- 11 3. Which parent is more likely to allow the child to have frequent associations  
12 and a continuing relationship with the noncustodial parent.

13 Zoila has never or would never prevent the children from visiting and  
14 continuing a meaningful relationship with their father; the issue here is  
15 Defendant's selfishness and disregard for the same.

- 16 4. The level of conflict between the parents.

17 The level of conflict is low as Zoila has never interfered with Defendant's  
18 lack of involvement. It may increase slightly as she is finally standing up for  
19 herself and children but is likely to subside thereafter.

- 20 5. The ability of the parents to cooperate to meet the needs of the child.

21 Zoila is confident the parties' can do this with this Court's interference and Orders.

- 22 6. The mental and physical health of the parents.

23 Zoila is healthy and there is no issue with her ability to care for the children  
24 as she has been all their lives.

- 25 7. The physical, developmental and emotional needs of the child.

26 Zoila alone has taken care of each and every need the children have;  
27 Defendant on the other hand has been and continues to be an absentee parent.

- 28 8. The nature of the relationship of the child with each parent.

1 It's sad for Zoila to admit, but Defendant has no relationship with the  
2 children. She on the other hand, has a great and close-knit relationship with  
3 the children.

4 9. The ability of the child to maintain a relationship with any sibling.

5 Defendant did have another child in one of his many affairs while married  
6 with Zoila which resulted in a child who is now 14 or 15 years in age;  
7 Defendant has abandoned her too. This factor is inapplicable.

8 10. Any history of parental abuse or neglect of the child or a sibling of the child.

9 This factor does not apply.

10 11. Whether either parent or any other person seeking physical custody has  
11 engaged in an act of domestic violence against the child, a parent of the child  
12 or any other person residing with the child.

13 This factor does not apply.

14 (I) Whether either parent or any other person seeking physical custody has  
15 committed any act of abduction against the child or any other child.

16 This factor does not apply.

17 **D. Defendant Should Pay Zoila Child Support Pursuant to Nevada Law**

18 As Zoila should be granted Primary Physical Custody of the minor children, Defendant  
19 should be ordered to comply with his obligation of paying child support according to Nevada  
20 Law.

21 **E. Miguel's Waste of Community Property, Violation of JPI and Accounting**

22 NRS125.150(1)(b) requires the trial court to make an equal division of community  
23 property unless the court finds compelling reasons for an unequal disposition and sets forth its  
24 findings in writing. *Lofgren v. Lofgren*, 112 Nev. 1282, 926 P.2d 296 (1996) construed for the  
25 first time NRS 125.150, following a 1993 amendment to the statute which requires the court to  
26 "make an equal disposition" of community property rather than the equitable division required  
27  
28

1 prior to 1993. In *Lofgren*, the district court made an unequal distribution after the court found  
2 the husband transferred funds to his father and used community funds for his own purposes, in  
3 violation of the court's preliminary injunction. The trial court also found the husband "wasted  
4 and/or secreted most of the \$ 80,000.00 transferred to him" by his "father in order to avoid  
5 sharing that money with" his wife. On appeal, the Nevada Supreme Court affirmed the  
6 judgment of the trial court. The Supreme Court held that "...if community property is lost,  
7 expended or destroyed through the intentional misconduct of one spouse, the court may consider  
8 such misconduct as a compelling reason for making an unequal disposition of community  
9 property and may appropriately augment the other spouse's share of the remaining community  
10 property". *Id.*, 112 Nev. at 1284, 926 P.2d at 296.

13 A year later in the case of *Putterman v. Putterman* 113 Nev. 606, 939 P.2d 1047 (1997)  
14 the Nevada Supreme Court identified other compelling reasons that may justify an unequal  
15 distribution of community assets/debts, such as negligent loss or destruction of community  
16 property, unauthorized gifts of community property and even compensation for losses  
17 occasioned by marriage and its breakup. The Supreme Court noted that "...*hiding or wasting*  
18 *of community assets or misappropriating community assets for personal gain may indeed*  
19 *provide compelling reasons for unequal disposition of community property.*" *Id.*, 113 Nev. at  
20 609, 939 P.2d at 1049 (Emphasis added).

23 Defendant has hidden money during the parties' entire relationship. Zoila never had and  
24 continues to lack any access to the parties' finances. Defendant has entertained and funded  
25 various affairs, one resulting in an out of wedlock child and now resulting in him supporting his  
26 lover and her mother; neither works nor is self-sufficient. To add insult to injury, Zoila recently  
27  
28

1 learned Defendant has transferred a Duplex property to family and friends. There is clear reason  
2 to award Zoila a finding of Marital Waste against Defendant.

3 **F. ZOILA'S Requests an Award of Preliminary Attorney's Fees**

4  
5 In Miller v. Wilfong, 119 P.3d 727 (2005) the Nevada Supreme Court held that it is  
6 within the trial court's discretion to determine the reasonable amount of attorney fees under a  
7 statute or rule and in exercising that discretion, the court must evaluate the factors set forth in  
8 Brunzell v. Golden Gate National Bank, 85 Nev. 345, 455 P.2d 31 (1969).

9  
10 In this case, Zoila's counsel, Ms. Jennifer Setters, Esq, is an experienced attorney with  
11 years of extensive courtroom and litigation practice. The legal representation in this motion  
12 involves addressing the issues raised in this pleading.

13  
14 Prior to filing this motion Ms. Setters, has already spent several hours in meeting with  
15 Zoila, reviewing the pleadings and documents on file, analyzing pertinent information, and  
16 preparing legal documents. Zoila's counsel will also be required to make courtroom  
17 appearances. Zoila's counsel expects to obtain a good result based on the facts of the case and  
18 based on the fact that she expects Zoila will be the prevailing party in this litigation. As the  
19 prevailing party Zoila would be entitled to an award of attorney's fees (See Hornwood v.  
20 Smith's Food King, 105 Nev. 188, 772 P.2d 1284 (1989)).

21  
22 Zoila's Affidavit of Financial Condition shows that she needs temporary fees in order to  
23 carry on this divorce action. The law in this state is clear that Zoila must be afforded her day in  
24 court to meet her adversary on an equal basis without making inroads into separate assets and  
25 savings, neither of which she has to any great extent. *Sargeant v. Sargeant*, 88 Nev. 223, 227,  
26 495 P.2d 618 (1972).  
27  
28



1 In *Sargeant*, 88 Nev. at 227, the Nevada Supreme Court affirmed the trial court's award  
2 of \$5,000 in preliminary attorney's fees to the wife, and in doing so, observed:

3 " . . . The wife must be afforded her day in court without destroying her financial position.  
4 This would imply that she would be able to meet her adversary in the courtroom on an  
5 equal basis. Here, without the court's assistance, the wife would have to liquidate her  
6 savings and jeopardize the child's and her future subsistence still without obtaining  
parity with the husband."

7 Additionally, in affirming the trial court's award of \$7,500 in preliminary attorney's fees  
8 to the wife, the Nevada Supreme Court, in *Braddock v. Braddock*, 91 Nev. 735, 542 P.2d 1060  
9 (1975), held:

10  
11 " . . . A district court may allow reasonable attorney fees in an action for divorce if they  
12 are in issue under the pleadings. NRS 125.150(2). The wife is not required to show  
13 necessitous circumstances to support the court's award of attorney fees, and such award  
is within the sound discretion of the trial court."

14 Zoila struggles financially to feed the parties' 4 children. Defendant lives the life of  
15 luxury while traveling, taking care of his lover and her mother while earning an incredible  
16 living. Zoila would destroy her financial position (assuming she has one to destroy) to defend  
17 her interests. For the same reason, she respectfully requests Attorney Fees and Costs.

18  
19 IV.

20 CONCLUSION

21 Based on the foregoing, the Plaintiff, respectfully requests that this Court issue an Order  
22 as follows:

- 23  
24 1. Awarding Plaintiff Sole Legal and Primary Physical Custody of the minor children;  
25 2. An Order awarding her Child Support;  
26 3. An Order awarding her Spousal Support;  
27 4. Finding Defendant has committed marital waste and for an accounting;  
28 5. An Order Opening Discovery;

1 6. That Plaintiff have an award of preliminary attorney fees and costs;

2 7. For any other relief that this Court deems just and equitable.

3 DATED this 26 day of January 2021.

4  
5 Respectfully Submitted:

6 **GASTELUM LAW**

DocuSigned by:

7 *Jennifer Setters*

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 www.gastelumattorneys.com

14 *Attorney for Plaintiff*

**AFFIDAVIT OF ZOILA LEON-YANEZ**

STATE OF NEVADA )


SS:

COUNTY OF CLARK )

ZOILA LEON-YANEZ, being first duly sworn, upon oath, deposes and says:

I have read the forgoing Motion For Temporary Orders And Preliminary Attorney's Fees And Costs and the factual averments contained therein are true and correct to the best of knowledge, except as to those matters based on information and belief; and as to those matters, I believe them to be true. Those factual averments contained in the preceding are incorporated herein as if set forth in full.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

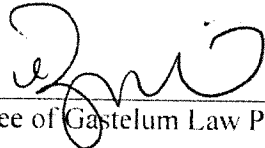
DocuSigned by:  
  
 FB8902ACA774438  
 ZOILA LEON-YANEZ

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am over the age of eighteen years and I am an employee of Gastelum Law PLLC. On the 27<sup>th</sup> day of January 2021, I served a true and correct copy of the foregoing PLAINTIFF'S MOTION FOR TEMPORARY ORDERS AND PRELIMINARY ATTORNEY'S FEES AND COSTS to all interested parties via United States Mail, First-Class postage prepaid at Las Vegas, NV, addressed as follows:

☒ U.S. Mail—By depositing a true copy thereof in the U.S. mail, first class postage prepaid and addressed as listed below:

**Joseph Raul Garcia Rodriguez**  
7979 Westheimer Rd., #1601  
Houston, TX 77063  
*Defendant in Proper Person*

  
An Employee of Gastelum Law PLLC.

MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

Zoila Leon-Yanez

Plaintiff/Petitioner

v. Joseph Raul Garcia -  
Defendant/Respondent Rodriguez

Case No. D-20-615905-D

Dept. E

**MOTION/OPPOSITION  
FEE INFORMATION SHEET**

**Notice:** Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

**Step 1.** Select either the \$25 or \$0 filing fee in the box below.

☐ **\$25** The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.

-OR-

☒ **\$0** The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:

☒ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.

☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.

☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on \_\_\_\_\_.

☐ Other Excluded Motion (must specify) \_\_\_\_\_.

**Step 2.** Select the \$0, \$129 or \$57 filing fee in the box below.

☐ **\$0** The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:

☐ The Motion/Opposition is being filed in a case that was not initiated by joint petition.

☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.

-OR-

☐ **\$129** The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.

-OR-

☐ **\$57** The Motion/Opposition being filed with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

**Step 3.** Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:

☒ **\$0** ☐ **\$25** ☐ **\$57** ☐ **\$82** ☐ **\$129** ☐ **\$154**

Party filing Motion/Opposition: Zoila Leon-Yanez Date 1/27/21

Signature of Party or Preparer

AA0023

*Steven D. Grierson*

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

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

10 ZOILA LEON-YANEZ,  
11 Plaintiff,

12 vs.

13 JOSEPH RAUL GARCIA RODRIGUEZ,  
14 Defendant.

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

15 **DEFAULT**

16  
17 It appearing from the records in the above-entitled action that **JOSEPH RAUL GARCIA**  
18 **RODRIGUEZ**, Defendant herein, being duly served with a copy of the Complaint for Divorce  
19 by personal service on 8th day of January 2021, and that more than 20 days, exclusive of the  
20 day of service,  
21  
22  
23  
24  
25

26 ///

27 ///

28 ///

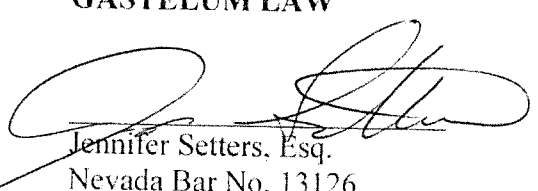
1 having expired since service upon **JOSEPH RAUL GARCIA RODRIGUEZ**, and that no  
2 Answer or other appearance having been filed, **JOSEPH RAUL GARCIA RODRIGUEZ** is in  
3 default for failure to plead or otherwise defend as required by law. **DEFAULT** is hereby entered  
4 against the said Defendant.

5  
6 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

7  
8  
9   
10 **Desiree Darris**  
11 Deputy Clerk

12 Electronically Issued  
13 2/16/2021

14 Respectfully Submitted:  
15 **GASTELUM LAW**

16   
17 Jennifer Setters, Esq.  
18 Nevada Bar No. 13126  
19 721 S. 6<sup>th</sup> Street  
20 Las Vegas, NV 89101  
21 P: (702) 979.1455 | F: (702) 977.5246  
22 E: Jenny@gastelumattorneys.com  
23 Attorney for Plaintiff  
24  
25  
26  
27  
28

Name: Jenny Setters, Esq.  
Address: 721 S. 6th Street  
Las Vegas, Nevada 89101  
Phone: (702) 979-1455  
Email: jenny@gastelumattorneys.com  
Attorney for Plaintiff  
Nevada State Bar No. 13126

CLERK OF THE COURT  
*Alvin B. Hanson*

<u>Zoila Leon Yanez</u> <b>Plaintiff,</b>  <b>vs.</b> <u>Joeph Raul Garcia Rodriguez</u> <b>Defendant.</b>	<b>Case No.</b> <u>D-20-615905-D</u>  <b>Dept.</b> <u>E</u>
---	---

1. What is your full name? (*first, middle, last*) Zoila Leon Yanez  
2. How old are you? 44  
3. What is your date of birth? September 12, 1977  
4. What is your highest level of education? High school

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)

If yes, what is your level of disability? \_\_\_\_\_  
 What agency certified you disabled? \_\_\_\_\_  
 What is the nature of your disability? \_\_\_\_\_

Date of Hire: August 2020 Date of Termination: 12/18/2020



## Monthly Personal Income Schedule

### A. Year-to-date Income.

As of the pay period ending \_\_\_\_\_ my gross year to date pay is \_\_\_\_\_.

### B. Determine your Gross Monthly Income.

Hourly Wage

	×		=	\$0.00	×	52	=	\$0.00	÷	12	=	\$0.00
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

	÷	12	=	\$0.00
Annual Income		Months		Gross Monthly Income

### C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support			
Child Support			
Workman's Compensation			
Other:			
Total Average Other Income Received			\$0.00

Total Average Gross Monthly Income (add totals from B and C above)	\$0.00
--	--------

**D. Monthly Deductions**

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	
2.	Federal Health Savings Plan	
3.	Federal Income Tax	
4.	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	0.00
5.	Life, Disability, or Other Insurance Premiums	
6.	Medicare	
7.	Retirement, Pension, IRA, or 401(k)	
8.	Savings	
9.	Social Security	
10.	Union Dues	
11.	Other: (Type of Deduction) _____	
<b>Total Monthly Deductions (Lines 1-11)</b>		<b>0.00</b>

**Business/Self-Employment Income & Expense Schedule****A. Business Income:**

What is your average gross (pre-tax) monthly income/revenue from self-employment or businesses?  
\$ \_\_\_\_\_

**B. Business Expenses: Attach an additional page if needed.**

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising			
Car and truck used for business			
Commissions, wages or fees			
Business Entertainment/Travel			
Insurance			
Legal and professional			
Mortgage or Rent			
Pension and profit-sharing plans			
Repairs and maintenance			
Supplies			
Taxes and licenses (include est. tax payments)			
Utilities			
Other:			
<b>Total Average Business Expenses</b>			<b>0.00</b>

### Personal Expense Schedule (Monthly)

A. Fill in the table with the amount of money **you** spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me ✓	Other Party ✓	For Both ✓
Alimony/Spousal Support				
Auto Insurance	400.00	✓		
Car Loan/Lease Payment	600.00	✓		
Cell Phone	180.00	✓		
Child Support (not deducted from pay)				
Clothing, Shoes, Etc...	100.00	✓		
Credit Card Payments (minimum due)	3,000.00	✓		
Dry Cleaning				
Electric	200.00	✓		
Food (groceries & restaurants)	1,500.00	✓		
Fuel	400.00	✓		
Gas (for home)	100.00	✓		
Health Insurance (not deducted from pay)	150.00	✓		
HOA	670.00	✓		
Home Insurance (if not included in mortgage)				
Home Phone				
Internet/Cable	150.00	✓		
Lawn Care				
Membership Fees	28.00	✓		
Mortgage/Rent/Lease	675.00	✓		
Pest Control				
Pets	40.00	✓		
Pool Service				
Property Taxes (if not included in mortgage)				
Security				
Sewer				
Student Loans				
Unreimbursed Medical Expense				
Water	50.00	✓		
Other: Trash	30.00	✓		
<b>Total Monthly Expenses</b>	<b>8,273.00</b>			

### Household Information

- A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attached a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 <sup>st</sup>	Joseph Alejandro Garcia	1/14/04	Zoila	Yes	No
2 <sup>nd</sup>	Donna Garcia	3/6/06	Zoila	Yes	No
3 <sup>rd</sup>	Jose Raul Garcia	7/21/08	Zoila	Yes	No
4 <sup>th</sup>	Connie Garcia	3/21/10	Zoila	Yes	No

- B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child	4 <sup>th</sup> Child
Cellular Phone				
Child Care				100.00
Clothing	37.00	37.00	37.00	37.00
Education	37.00	37.00	37.00	37.00
Entertainment	25.00	25.00	25.00	25.00
Extracurricular & Sports	27.00	27.00	27.00	27.00
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses				
Vehicle				
Other:				
<b>Total Monthly Expenses</b>	<b>126.00</b>	<b>126.00</b>	<b>126.00</b>	<b>226.00</b>

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attached a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution
Patricia Yanez	59	Mother	<i>Varies</i>

### Personal Asset and Debt Chart

A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

Line	Description of Asset and Debt Thereon	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	104 W. Ashton Ave. 68801 (estimate)	\$ 116,246.00	-	\$ 0.00	=	\$ 116,246.00	Husband
2.	420 S. Pine St. 68801 (zlw)	\$ 116,246.00	-	\$ 0.00	=	\$ 116,246.00	Husband
3.	3401 N. Walnut Rd. #359 trailer(zlw)	\$ TBD	-	\$ 0.00	=	\$ 0.00	Zoila
4.	2018 Hyundai Elantra (kbb)	\$ 9,859.00	-	\$ 10,000.00	=	\$ -141.00	Zoila
5.	2011 Toyota Tundra DblCab (kbb)	\$ 20,406.00	-	\$ 20,000.00	=	\$ 406.00	Zoila
6.	2005 Nissan Armada (kbb)	\$ 2,910.00	-	\$ 0.00	=	\$ 2,910.00	Both
7.	Wells Fargo Checking 0417	\$ 500.00	-	\$ 0.00	=	\$ 500.00	Zoila
8.	Toyota Tundra	\$ TBD	-	\$ TBD	=	\$ 0.00	Husband
9.	2 Campers	\$ TBD	-	\$ TBD	=	\$ 0.00	Husband
10.		\$	-	\$	=	\$ 0.00	
11.		\$	-	\$	=	\$ 0.00	
12.		\$	-	\$	=	\$ 0.00	
13.		\$	-	\$	=	\$ 0.00	
14.		\$	-	\$	=	\$ 0.00	
15.		\$	-	\$	=	\$ 0.00	
<b>Total Value of Assets (add lines 1-15)</b>		<b>\$ 266,167.00</b>	<b>-</b>	<b>\$ 30,000.00</b>	<b>=</b>	<b>\$ 236,167.00</b>	

B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	BoA 2909	\$ 15,000.00	Zoila
2.	BoA 8503	\$ 19,900.00	Zoila
3.	BoA 2512	\$ 11,000.00	Zoila
4.	BoA 2196	\$ 10,000.00	Zoila
5.	Wells Fargo 7399	\$ 5,000.00	Zoila
6.	Wells Fargo American Express 40304	\$ 3,000.00	Zoila

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
7.	Home Depot 4523 Credit Card	\$ 3,000.00	Zoila
8.	Home Depot 1653 Credit Card	\$ 5,000.00	Zoila
9.	Discovery 4486 Credit Card	\$ 11,000.00	Zoila
10.	City Bank 1056 Credit Card	\$ 8,000.00	Zoila
11.	Sams Club 8831 Credit Card	\$ 3,000.00	Zoila
12.	Blue Federal Bank 4721 Credit Card	\$ 5,000.00	Zoila
13.	Capital One 8222 Credit Card	\$ 3,000.00	Zoila
<b>Total Unsecured Debt (add lines 1-13)</b>		<b>\$101,900.00</b>	

## CERTIFICATION

**Attorney Information:** Complete the following sentences:

1. I (have/have not) have \_\_\_\_\_ retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$ 2,500.00 on my behalf.
3. I have a credit with my attorney in the amount of \$ TBD.
4. I currently owe my attorney a total of \$ 1,500.00.
5. I owe my prior attorney a total of \$ 0.00.

**IMPORTANT:** Read the following paragraphs carefully and initial each one.

Z.L.Y. I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

Z.L.Y. I have attached a copy of my 3 most recent pay stubs to this form.

\_\_\_\_\_ I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.

\_\_\_\_\_ I have not attached a copy of my pay stubs to this form because I am currently unemployed.

Zoila Leon Ganez  
Signature

February 17, 2021  
Date

## CERTIFICATE OF SERVICE

I hereby declare under the penalty of perjury of the State of Nevada that the following is true and correct:

That on (date) February 17, 2021, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

☐ Via 1<sup>st</sup> Class U.S. Mail, postage fully prepaid addressed as follows:

Joseph Raul Garcia Rodriguez 7979 Westheimer Rd, #1601 Houston, TX 77063 Defendant Pro Se

☐ Via Electronic Service, in accordance with the Master Service List, pursuant to NEFCR 9, to:

☐ Via Facsimile and/or Email Pursuant to the Consent of Service by Electronic Means on file herein to: \_\_\_\_\_

Executed on the 17 day of February, 2021.

Zayra Piedra Jimenez  
Signature





1 **MOT**

2 MELISSA M. BARRY, ESQ.

3 Nevada Bar No. 11214

4 AT EASE LAW

5 900 E. Charleston Blvd.

6 Las Vegas, NV 89104

(702) 602-5004

Attorney for Defendant

Joseph Garcia

7  
8 **EIGHTH JUDICIAL DISTRICT COURT**  
9 **FAMILY DIVISION, CLARK COUNTY, NEVADA**

10 ZIOLA LEON-YANEZ,

11 Plaintiff,

12 vs.

13 JOSEPH RAUL GARCIA RODRIGUEZ

14 Defendant.

)  
) Case No: D-20-615905-D

)  
) Dept. No: E

)  
) Hearing Date:

)  
) Hearing Time:

15  
16  
17 **MOTION TO SET ASIDE DEFAULT OF DEFENDANT JOSEPH RAUL GARCIA**  
18 **RODRIGUEZ**

19  
20 Defendant JOSEPH RAUL GARCIA RODRIGUEZ, an individual (sometimes referred  
21 to as the "Defendant" or "Joseph"), by and through counsel, MELISSA M. BARRY, ESQ., of AT  
22 EASE LAW, hereby moves the above-entitled court to set aside the Default which has been  
23 entered against him and to allow him to file an Answer to the Complaint. The Default was  
24 entered because of mistake, inadvertence, and/or excusable neglect and the Defendant has  
25 grounds for a defense to the action.

26  
27 ///

1 This Motion is based upon the papers and pleadings on file herein, the attached  
2 Memorandum of Points and Authorities, the affidavits, oral arguments and any other information  
3 as may be requested by the Court.

4 DATED this 20<sup>th</sup> day of February, 2021.  
5  
6

7 AT EASE LAW  
8

9 Melissa M Barry  
10 MELISSA M. BARRY, ESQ.

11 Nevada Bar No. 11214

12 AT EASE LAW

13 900 E. Charleston Blvd.

14 Las Vegas, NV 89014

15 (702) 602-5004

16 Attorney for Defendant

17 Joseph Raul Garcia Rodriguez  
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NOTICE OF MOTION

PLEASE TAKE NOTICE that the undersigned will bring the above and foregoing  
MOTION TO SET ASIDE DEFAULT OF DEFENDANT JOSEPH RAUL GARCIA  
RODRIGUEZ on for hearing before the above-entitled court on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2020, at \_\_\_\_\_, \_\_. m., or as soon thereafter as counsel may be  
heard.

DATED this 20<sup>th</sup> day of February, 2021

AT EASE LAW

Melissa M Barry  
MELISSA M. BARRY, ESQ.  
Nevada Bar No. 11214  
AT EASE LAW  
900 E. Charleston Blvd.  
Las Vegas, NV 89014  
(702) 602-5004  
Attorney for Defendant  
Joseph Raul Garcia Rodriguez

1 POINTS AND AUTHORITIES

2 I.

3 STANDARD OF REVIEW

4 The Supreme Court of Nevada has repeatedly stated that there is a strong public policy in  
5 this state that favors having cases decided on their merits. *Gassett v. Snappy Car Rental*, 111  
6 Nev. 1416, 1419 (1995). Consequently, a default judgment normally must be viewed as  
7 available only when the adversary process has been halted because of an essentially  
8 unresponsive party. *Id.*

9  
10 Nevada Rule of Civil Procedure 55(c), which governs the setting aside of defaults and  
11 default judgments, states:  
12

13 "For good cause shown the court may set aside an entry of default and, if a  
14 judgment by default has been entered, may likewise set it aside in  
15 accordance with Rule 60."

16 NRCP 60(b) states, in part:

17 **(b) Mistakes; Inadvertence; Excusable Neglect; Newly Discovered Evidence; Fraud,**  
18 **Etc.** On motion and upon such terms as are just, the court may relieve a party or a party's  
19 legal representative from a final judgment, order, or proceeding for the following reasons:  
20 **(1) mistake, inadvertence, surprise, or excusable neglect...** (Emphasis added.)

21 II.

22 ARGUMENT

23 **A. A DEFAULT WAS ENTERED AS THE RESULT OF MISTAKE,**  
24 **INADVERTENCE, AND/OR EXCUSABLE NEGLIGENCE, AND GOOD CAUSE**  
25 **EXISTS TO SET ASIDE THE DEFAULT PURSUANT TO NRCP 55(c) AND NRCP**  
26 **60(b)(1)**

27 **1. Mistake, Inadvertence, and/or Excusable Neglect Clearly Occurred**

28 Joseph did not receive any mailed paperwork regarding this matter until February 13,  
2021, the Saturday before the default judgment was to be entered. He was unaware that the case

1 had been initiated and upon learning of it he promptly sought legal counsel to help him.

2 Because the failure to file an Answer to the Complaint was solely the result of mistake,  
3 inadvertence, and/or excusable neglect, there is a basis on which to set aside the Default of  
4 Joseph and to allow this matter to be adjudicated on its merits, in accordance with the clear  
5 admonition of the Supreme Court of Nevada in *Gassett* and other cases.

6  
7 **2. Although a Meritorious Defense Need Not Be Shown in Order to Have**  
8 **the Default Set Aside, Joseph Has Defenses to the Plaintiffs' Claims**

9 The Supreme Court of Nevada has clearly stated that a meritorious defense need not be  
10 shown in order to have a default set aside. In *Epstein v. Epstein*, 113 Nev. 1401, 950 P.2d 771  
11 (1997), the Supreme Court stated:

13 "Prior to 1990, this court had consistently held that a party moving to set aside a  
14 default judgment must show a meritorious defense to the claim. See *Sealed Unit*  
15 *Parts v. Alpha Gamma Ch.*, 99 Nev. 641, 643, 668 P.2d 288, 289 (1983).  
16 However, in *Price v. Dunn*, 106 Nev. 100, 787 P.2d 785 (1990), we ruled that the  
17 meritorious defense requirement must be set aside pursuant to a recent holding of  
18 the United States Supreme Court. *Id.* At 104, 787 P.2d at 788 (citing *Peralta v.*  
19 *Heights Medical Center, Inc.*, 485 U.S. 80, 108 S.Ct. 896, 99 L.Ed.2d 75 (1988) ...  
20 **We now overrule the requirement, most recently announced in *Lesley*, that a**  
21 **party must show a meritorious defense because it is inconsistent with our**  
22 **holding in *Price* and the United States Supreme Court's holding in *Peralta*.**  
23 **We affirm our holding in *Price*; a party need not show a meritorious defense**  
24 **in order to have a court set aside a default judgment."** *Id.* at 1405, 773.

25 (Emphasis added.)

26 The mistake, inadvertence, and/or excusable neglect which occurred in this matter is a  
27 sufficient basis for setting aside the Default of Joseph, and no meritorious defense need be  
28 shown. However, said Defendant has rights that need to be protected.

29 This is clearly not a case of the adversary process being halted because of an essentially  
30 unresponsive party. Joseph was unaware of the filings of the divorce proceedings, with minor

1 children, until the Saturday of the holiday weekend when the default judgment was scheduled to  
2 enter on Monday, February 15, 2021. He hired an attorney as quickly as possible to address the  
3 default. Moreover, without even having commenced discovery, allowing the default to stand  
4 rather than allowing the case against Joseph to be heard on its merits would be inconsistent with  
5 justice and the direction given by the Supreme Court of Nevada.  
6


7 **III.**

8 **CONCLUSION**

9 Based on the foregoing, Defendant Joseph requests that the Default which has been entered  
10 against him be set aside and that he be permitted to file an Answer to the Plaintiffs' Complaint.  
11

12 DATED this 20<sup>th</sup> day of February, 2021.

13  
14 **AT EASE LAW**

15  
16   
17 MELISSA M. BARRY, ESQ.  
18 Nevada Bar No. 11214  
19 AT EASE LAW  
20 900 E. Charleston Blvd.  
21 Las Vegas, NV 89104  
22 (702) 602-5004  
23 Melissa@ateaselaw.com  
24 Attorney for Defendant  
25 JOSEPH RAUL GARCIA RODRIGUEZ  
26  
27  
28

**CERTIFICATE OF SERVICE**

I hereby certify that on the \_\_\_\_ day of February, 2021, I caused the foregoing

**MOTION TO SET ASIDE DEFAULT OF DEFENDANT JOSEPH RAUL GARCIA**

**RODRIGUEZ** to be served as follows:

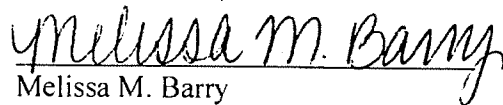
☐ by placing a true and correct copy of the same to be deposited for mailing in the U.S. Mail at Las Vegas, Nevada, enclosed in a sealed envelope upon which first class postage was fully prepaid; and/or

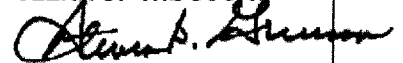
☐ pursuant to EDCR 7.26, by sending it via facsimile; and/or

☒ pursuant to EDCR 7.26, by sending it via the Court's Odyssey E-file & Serve system; and/or

☐ Via Hand Delivery.

to the attorneys listed below:

  
Melissa M. Barry



1 MELISSA BARRY, ESQ.  
2 Nevada Bar No. 11214  
3 AT EASE LAW  
4 900 E. Charleston Blvd.  
5 Las Vegas, Nevada 89104  
6 (702) 602-5004  
7 F: (702) 637-3709  
8 [melissa@ateaselaw.com](mailto:melissa@ateaselaw.com)  
9 Attorney for Defendant

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DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

ZOILA LEON-YANEZ,

Plaintiff,

Case No.: D-20-615905-D

vs.

Dept. No.: E

JOSEPH RAUL GARCIA RODRIGUEZ,

Defendant.

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

17  
18 6. That Defendant shall provide and pay for health care coverage for the minor  
19 children, assuming it is available at a reasonable cost through his employer, until each child  
20 reaches the age of eighteen (18) or graduates, whichever is later, marries, dies or become sooner  
21 self-supporting, with all unreimbursed medical expenses being equally divided pursuant to the  
22 30/30 rule which states that the party incurring the charge shall provide proof of the expenses  
23 and payment within thirty (30) days of incurring/paying the same, at which time the non-  
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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 10. That the parties may have community debt by virtue of property purchased by  
20 Plaintiff after she absconded to Nevada from Nebraska. Defendant is not aware of the full extent  
21 or description of any community debt but will seek leave of the Court to amend the same once it  
22 has been ascertained.  
23

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 15<sup>th</sup> 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

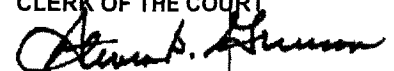
AT EASE LAW  
900 E. Charleston Blvd.  
Las Vegas, Nevada 89104  
702-602-5004

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that on the 15<sup>th</sup> 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. 6<sup>th</sup> Street  
Las Vegas, NV 89101  
Jenny@gastelumattorneys.com  
*Attorney for Plaintiff*

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



Eighth Judicial District Court  
Family Division  
Clark County, Nevada

Zoila Leon-Yanez, Plaintiff

Case No.: D-20-615905-D

vs.

Department E

Joseph Raul Garcia Rodriguez,  
Defendant.

**ORDER SETTING CASE MANAGEMENT CONFERENCE  
AND DIRECTING COMPLIANCE WITH NRCP 16.2/16.205**

Pursuant to NRCP 16.2/16.205, the above-entitled matter is set for a case management conference on April 28, 2021, at the hour of 9:00AM, in Department E, courtroom #2, of the Eighth Judicial District Court, 601 N. Pecos, Las Vegas, NV 89101. Pursuant to NRCP 16.2(j)(1)/16.205(j)(1), you must attend and participate in this court hearing.

Pursuant to NRCP 16.2/16.205, **IT IS HEREBY ORDERED** that:

1. Your Financial Disclosure Form must be filed and served 30 days from the file date of the Complaint. You may opt-in to the Detailed Financial Disclosure Form and Complex Litigation procedure by filing and serving a "Request to Opt-in to Detailed Financial Disclosure Form and Complex Litigation Procedure" certifying that:

1 (A) Either party's individual gross income, or the  
2 combined gross income of the parties, is more than \$250,000 per  
year; or

3 (B) Either party is self-employed or the owner, partner,  
4 managing or majority shareholder, or managing or majority member  
of a business; or

5 (C) The combined gross value of the assets owned by  
6 either party individually or in combination is more than \$1,000,000.

If none of the foregoing applies or neither party filed a Request to  
7 Opt-in, you must complete the General Financial Disclosure Form.

8 2. On the same time the Financial Disclosure Form is filed, you  
must provide to the other party initial disclosures mandated by  
9 NRCP 16.2(d)/16.205(d). Such initial disclosures shall include the  
10 following information and documentation required by applicable rule:

11 3. No later than 90 days after the Financial Disclosure Form is  
due, you must disclose the identity of any witnesses (any person who  
12 may be used at trial to present evidence pursuant to NRS 50.275,  
50.285, and 50.305). If the evidence is intended solely to contradict or  
13 rebut evidence on the same subject matter, the disclosure must be  
14 within 21 days after the disclosure made by the other party.

15 4. No later than 45 days after service of the Answer, you and, if  
you have an attorney, your attorney, must meet for an Early Case  
16 Conference. This conference is intended for the purpose of ensuring  
compliance with the initial disclosure rules (see paragraph 2; NRCP  
17 16.2(d)). The Plaintiff shall designate the time and place of each  
18 meeting, which must be held in the county where the action was

1 filed, unless the parties agree upon a different location. You and the  
2 other party may submit a Stipulation and Order to continue the time  
3 for the case conference for an additional period of not more than 60  
4 days, which the court may, in its discretion and for good cause  
5 shown, enter. Absent compelling and extraordinary circumstances,  
6 neither the court nor the parties may extend the time to a day more  
7 than 90 days after service of the Answer. The time for holding a case  
8 conference with respect to a defendant who has filed a motion  
9 pursuant to Rule 12(b)(2)-(4) is tolled until entry of an order denying  
10 the motion.

11 5. Early Case Conference Report. Within 14 days after the case  
12 conference, but not later than 7 days prior to the scheduled case  
13 management conference, you must file a joint early case conference  
14 report, or if you and the other side are unable to agree upon the  
15 contents of a joint report, you must serve and file an early case  
16 conference report, which, either as a joint or individual report, must  
17 contain the information required in NRCP 16.2(d)/16.205(d):

18 6. You are under the continuing obligation to supplement any  
disclosures required herein or by court rule. You must make  
additional or amended disclosures whenever new or different  
information is discovered or revealed. Such additional or amended  
disclosures, including corrections to your financial disclosure form,  
shall be made within 14 days after acquiring the additional  
information or after otherwise learning that your disclosure is  
incomplete or incorrect. However, if a hearing, deposition, case  
management conference, or other calendared event is scheduled less



1 than 14 days from the discovery date, then the update must be filed  
2 and served within 24 hours of the discovery of new information.

3 7. If you fail to timely complete, file, or serve the appropriate  
4 financial disclosure form required by this rule, or the required  
5 information and disclosures under this rule, the court shall impose  
6 an appropriate sanction upon you, your attorney, or both, unless  
7 specific affirmative findings of fact are made that you have proven:  
8 (1) either good cause for the failure by a preponderance of the  
9 evidence or that the violating party would experience an undue  
10 hardship if the penalty is applied; and (2) that other means fully  
11 compensate the nonviolating party for any losses, delays, and  
12 expenses suffered as a result of the violation. Sanctions may include:

13 (A) An order finding the violating party in civil contempt  
14 of court, an order requiring the violating party to timely file and  
15 serve the disclosures, to pay the opposing party's reasonable  
16 expenses including attorney fees and costs incurred as a result of the  
17 failure, and any other sanction the court deems just and proper;  
18 and/or

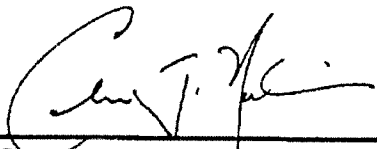
(B) An order refusing to allow the violating party to  
support or oppose designated claims or defenses, or prohibiting that  
party from introducing designated matters in evidence, and/or any  
other sanction the court deems just and proper.

8. Failure to include any asset or accurately report income will  
result in sanctions if the nonviolating party can establish by a  
preponderance of the evidence that there is not good cause for the  
failure. Sanctions may include:

1 (A) An order finding the violating party in civil contempt  
2 of court, an award of reasonable attorney fees and costs to the  
3 nonviolating party, and any other sanction the court deems just and  
proper; and/or

4 (B) An order awarding the omitted asset to the opposing  
5 party as his or her separate property or making another form of  
6 unequal division of community property, and/or any other sanction  
the court deems just and proper.

Dated this 16th day of March, 2021.

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Charles J. Hoskin  
District Court Judge

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CERTIFICATE OF SERVICE

I hereby certify that on the above file stamp date:

☐ I placed a copy of the foregoing Order Setting Case Management Conference And Directing Compliance With NRCP 16.2/16.205 in the appropriate attorney folder located in the Clerk of the Court's Office

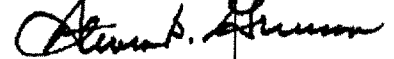
☐ I mailed, via first-class mail, postage fully prepaid, the foregoing Order Setting Case Management Conference and Directing Compliance With NRCP 16.2/16.205 to:

☒ I emailed, the foregoing Order Setting Case Management Conference and Directing Compliance with NRCP 16.2/16.205 to:

Jennifer Settersk, Esq.  
[jenny@gastelumattorneys.com](mailto:jenny@gastelumattorneys.com)

Melissa M. Barry, Esq.  
[melissa@ateaselaw.com](mailto:melissa@ateaselaw.com)

          /s/ Sherri Estes            
Sherri Estes  
Judicial Executive Assistant  
Department E



1 **NEOJ**  
2 JENNIFER SETTERS, ESQ.  
3 Nevada Bar No: 13126  
4 721 S. 6<sup>th</sup> Street  
5 Las Vegas, NV 89101  
6 P: (702) 979.1455 | F: (702) 977.5246  
7 jenny@gastelumattorneys.com  
8 *Attorney for Plaintiff*

9 DISTRICT COURT, FAMILY DIVISION  
10 CLARK COUNTY, NEVADA

11 ZOILA LEON-YANEZ,  
12 Plaintiff,

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

13 vs.

14 JOSEPH RAUL GARCIA RODRIGUEZ,  
15 Defendant.

16 **NOTICE OF ENTRY OF ORDER**

17 PLEASE TAKE NOTICE that an Order was entered on the 30<sup>th</sup> day of March 2021 attached  
18 hereto;

19  
20 DATED this 31<sup>st</sup> day of March 2021.

21  
22 Respectfully Submitted By,  
23 **GASTELUM LAW**

24 */s/ Jennifer Setters*

25 \_\_\_\_\_  
26 JENNIFER SETTERS, ESQ.  
27 Nevada Bar No: 13126  
28 *Attorney for Plaintiff*

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☒ Via Certified Mail;

Zayra Piedra Jimenez  
An Employee of GASTELUM LAW

**ORDR**

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

**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

**ORDER**

This matter having come on for hearing on March 4, 2021 before the Honorable, Charles J. Hoskin appearing via *Bluejeans* audiovisual on the parties' Motion Hearing. Jennifer Setters, Esq. of Gastelum Law appearing with and for Plaintiff, ZOILA LEON-YANEZ; Melissa M. Barry, Esq. of At Ease Law appearing with and for Defendant, JOSEPH RAUL GARCIA RODRIGUEZ.

Mrs. Setters requested temporary relief on custody and financial matters and noted that Defendant is a welder for the oil industry.

Both counsels had no objection to setting aside the Default. Defendant is soon to be retaining Ms. Barry as counsel of record.

Following argument and discussion, the COURT ORDERED as follows:

1 **IT IS HEREBY ORDERED** that the Default filed on February 15, 2021 shall be set  
2 aside.

3 **IT IS HEREBY FURTHER ORDERED** that Defendant shall have an additional ten  
4 days from this date, March 4, 2021, to file an Answer to the Complaint. Once the Answer is  
5 filed, the Court will set a Case Management Conference.

6 **IT IS HEREBY FURTHER ORDERED** that temporarily; Plaintiff shall have Sole  
7 Legal and Sole Physical Custody of the minor children.

8 **IT IS HEREBY FURTHER ORDERED** that temporarily; Defendant shall pay  
9 Plaintiff Child Support of \$2,298.00 per month. Said amount shall be due on/or before the last  
10 day of each month commencing March 2021.

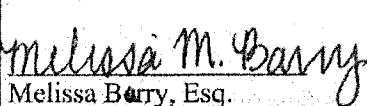
11 **IT IS HEREBY FURTHER ORDERED** that Plaintiff's request for retroactive child  
12 support back to the year of 2017 is deferred.

13 **IT IS HEREBY FURTHER ORDERED** that Plaintiff's request for Attorney's Fees  
14 and Spousal Support (Sargent Case) is deferred.

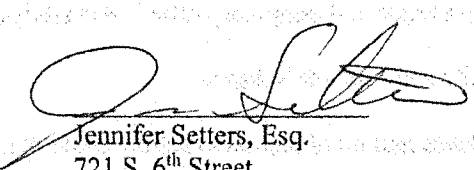
15 **IT IS HEREBY FURTHER ORDERED** that Mrs. Setters shall prepare the Order, and  
16 Ms. Barry shall review and sign off.

17  
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20  
21  
22 Reviewed as to form and content:

23 **AT EASE LAW**

24  
25   
26 Melissa Barry, Esq.  
27 900 E. Charleston Blvd.  
28 Las Vegas, NV 89104  
Attorney for Defendant

**GASTELUM LAW**

  
Jennifer Setters, Esq.  
721 S. 6<sup>th</sup> Street  
Las Vegas, NV 89101  
Attorney for Plaintiff

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1 who have the right to custody or visitation is subject to being punished for a category D  
2 felony as provided by NRS 193.130.

3 That pursuant to NRS 125.510 (7) and (8), the terms of the Hague Convention of  
4 October 25, 1980, adopted by the 14th Session of the Hague Conference on Private  
5 International Law are applicable to the parties:

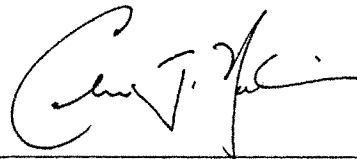
6 "Section 8. If a parent of the children lives in a foreign country or has significant  
7 commitments in a foreign country:

- 8 (a) The parties may agree, and the Court shall include in the Order for custody of the  
9 children, that the United States is the country of habitual residence of the  
10 children for the purpose of applying the terms of the Hague Convention as set  
11 forth in Subsection 7.  
12 (b) Upon motion of the parties, the Court may order the parent to post a bond if the  
13 Court determines that the parent poses an imminent risk of wrongfully removing  
14 or concealing the children outside the country of habitual residence. The bond  
15 must be in an amount determined by the Court and may be used only to pay for  
16 the cost of locating the children and returning them to their habitual residence.  
17 The fact that a person has significant commitments in a foreign country does not  
18 create a presumption that the parent poses an imminent risk of wrongfully  
19 removing or concealing the children."

20 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED**, that the parties shall  
21 submit the information required by NRS125B.055, NRS125.130, and NRS125.230 on a  
22 separate form to the Court and the Welfare Division of the Department of Human  
23 Resources within ten days from the date this Decree is filed. Such information shall be  
24 maintained by the Clerk in a confidential manner and not part of the public record. The  
25 Petitioners shall update the information filed with the Court and the Welfare Division of  
26 the Department of Human Resources within ten days should any of that information  
27 become inaccurate.

28 Dated this 30th day of March, 2021

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

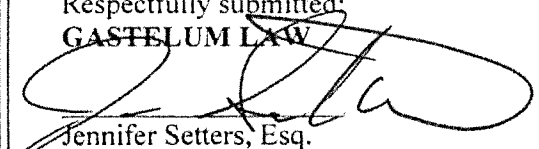


DISTRICT COURT JUDGE

0BA F5D 33CE 28F2  
Charles J. Hoskin  
District Court Judge

SK

Respectfully submitted:  
GASTELUM LAW



Jennifer Setters, Esq.  
Nevada Bar No. 13126  
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 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: 3/30/2021

15 Jennifer Gastelum

jenny@gastelumattorneys.com

16 Berenice Magana

bmagana@gastelumattorneys.com

17 Zayra Piedra

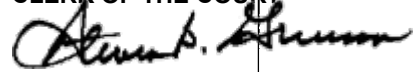
zayra@gastelumattorneys.com

18 Melissa Barry

melissa@ateaselaw.com

19 Melissa Barry

Melissa@ateaselaw.com



CMCS

MELISSA M. BARRY, ESQ.

Nevada Bar No. 11214

AT EASE LAW

900 E. Charleston Blvd.

Las Vegas, NV 89104

(702) 602-5004

Melissa@AtEaseLaw.com

*Attorney for Defendant*

*Joseph Raul Garcia*

**EIGHTH JUDICIAL 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

**CASE MANAGEMENT CONFERENCE STATEMENT**

COMES NOW, JOSEPH RAUL GARCIA RODRIGUEZ, by and through counsel of record, MELISSA M. BARRY, ESQ., of the AT EASE LAW, and files his Case Management Conference Statement for the management conference calendared for April 28, 2021 at 9:00 a.m. in the above-entitled court and department.

///

///

1 **FACTUAL BACKGROUND**

2 Ziola Leon-Yanez, (hereinafter referred to as "Ziola" or "Plaintiff") and Joseph Raul  
3 Garcia Rodriguez, (hereinafter referred to as "Joseph" or "Defendant"), were married on  
4 February 14, 2007 and since have been, and now are, husband and wife. The parties are also the  
5 natural parents of four minor children, to wit: JOSEPH ALEJANDRO GARCIA born January  
6 14, 2004; DONNA GARCIA born March 6, 2006; JOSE RAUL GARCIA, born July 21, 2008  
7 and CONNIE GARCIA born May 21, 2010. Ziola left Nebraska with the kids and abandoned  
8 Joseph in 2018.  
9

10 **ISSUES**

11 **CUSTODY & VISITATION**

12  
13 With there being four minor children, the custody and visitation is likely going to be a  
14 major issue in this case. Currently the children are Las Vegas with Ziola after she took them from  
15 the marital home in Nebraska without permission from Joseph. Joseph is prepared to care for the  
16 children where he is currently working so that they will not need to be left home alone for  
17 extended periods. Joseph would like joint legal and primary physical custody of the children  
18 based on the situation with the time he has lost as a result of their removal. He is concerned  
19 because Ziola is apparently working, despite what is indicated on the Financial Disclosure Form,  
20 and leave the children home for extended periods of time without preparing or providing food for  
21 them. The children then call Joseph requesting he provide dinner, which he does.  
22

23  
24 In the alternative, Joseph would request joint legal and physical custody where he gets  
25 compensation time for the time he has missed as a result of Ziola's leaving the State of Nebraska  
26 with the children.  
27

28 ///

1  
2 **CHILD SUPPORT**

3       It would be appropriate for the Court to impose child support pursuant to the statutory  
4 amounts.

5  
6 **TAX RETURNS**

7       If the court awards primary custody to Joseph as requested, he would ask to declare all  
8 four children on his tax return as primary custodian. If joint custody is awarded, or custody is  
9 provided to Ziola as primary custodian, he would request that each party declare two of the  
10 children for tax purposes. He is basing his request to declare two children even if she is primary  
11 on the amount of child support he will be obligated to pay and therefore should get partial  
12 compensation.  
13

14 **INSURANCE AND MEDICAL EXPENSES**

15       Joseph and Ziola should split health insurance expenses equally and they should be  
16 obtained through the employer that offers it at the lowest cost. The employer that charges less for  
17 the children has not yet been determined. Additionally, both parties should be responsible for one  
18 half of the unreimbursed medical expenses for the children utilizing the 30/30 Rule.  
19

20 **PROPERTY AND DEBT**

21       There is an issue regarding property as Ziola took Joseph's mother to sign a warranty  
22 deed for a property held by her and Joseph's mother without Joseph's consent. The property was  
23 purchased in Nebraska for Joseph's mother to live in. This property is likely to become at issue  
24 for a civil case in Nebraska as well. This property was purchased by Joseph and placed in his  
25 mother's name rather than his so his mother could reside in it. Joseph was okay placing it in his  
26 mother's name despite her decreased mental capacity because he is the power of attorney for his  
27  
28

1 mother and nothing would be able to be done with the property without his consent. However,  
2 Ziola had his mother sign paperwork that she did not have the capacity to sign. This lack of  
3 capacity is showing in the signature itself, as she was unable to properly sign her name. Attached  
4 as EXHIBIT 1.

5  
6 There are other property issues, including marital waste, that are unknown as Joseph is  
7 unsure where some of the finances have gone and where some of the debt was accumulated. It is  
8 necessary for Ziola to provide an accounting so that the property issues can be resolved and all  
9 the property properly divided.

10  
11 Additionally, regarding the real property owned by the parties in Nebraska, Joseph is  
12 asking that Nebraska have jurisdiction over those properties as there are other disputes regarding  
13 those properties, including fraudulent transfer of title. It is Joseph's understanding that Ziola is  
14 collecting rent of \$850.00 from property in Nebraska as well. The Defendant maintains his  
15 objection that Nebraska is the court with jurisdiction over the properties, as well as the  
16 Defendant. If this court retains jurisdiction over those properties, Nebraska law should apply as  
17 the Defendant is still a resident of the State of Nebraska and the property is in Nebraska. The  
18 Defendant has not opened himself up for Nevada law to apply.

19  
20 **ATTORNEY'S FEES**

21  
22 Due to the Ziola's filing for divorce in Nevada after abandoning Joseph in Nebraska, it  
23 was necessary for Joseph to obtain an attorney. She is requesting \$3500.00 in attorney's fees,  
24 subject to modification if it becomes necessary.

**AFFIRMATION**

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

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

AT EASE LAW

---

MELISSA M. BARRY, ESQ.  
Nevada Bar No. 11214  
AT EASE LAW  
900 E. Charleston Blvd.  
Las Vegas, NV 89104  
(702) 602-5004  
Melissa@AtEaseLaw.com  
*Attorney for Defendant, Joseph Raul Garcia*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 8th day of April, 2021, I caused the foregoing CASE MANAGEMENT CONFERENCE STATEMENT to be served as follows:

☐ by placing a true and correct copy of the same to be deposited for mailing in the U.S. Mail at Las Vegas, Nevada, enclosed in a sealed envelope upon which first class postage was fully prepaid; and/or

☐ pursuant to EDCR 7.26, by sending it via facsimile; and/or

☒ pursuant to EDCR 7.26, by sending it via the Court's Odyssey E-file & Serve system; and/or

☐ Via Hand Delivery.

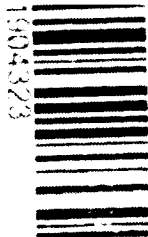
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An Employee of At Ease Law



# EXHIBIT 1

DOCUMENTARY  
BY 2-19-19  
136



# WARRANTY DEED

Record and return to:

Grand Island Abstract, Escrow & Title Co.  
704 West 3<sup>rd</sup> Street, Grand Island, NE 68801

C.C.  
16

**KNOW ALL MEN** by these presents that **Zoila Leon, a single person and Manuela Esperanza Rodriguez Rosabal, a single person**, herein called the grantor whether one or more, in consideration of One Dollar and other valuable consideration received from grantee, do hereby grant, bargain, sell, convey and confirm unto **Patricia Yanez**, herein called the grantee whether one or more, the following described real property in **Hall County, NE**:

**The Westerly Thirty Five and Five Tenths (35.5) Feet of Lot One (1), Block One Hundred Forty Five (145), Union Pacific Railway Company's Second Addition to the City of Grand Island, Hall County, Nebraska**

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance **except covenants, easements and restrictions of record; all regular taxes and special assessments, except those levied or assessed subsequent to date hereof**; that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated this July 2, 2019

Zoila Leon AKA Zoila Leon Yanez

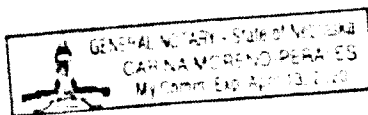
STATE OF Nebraska  
COUNTY OF Hall

The foregoing instrument was acknowledged before me this 2nd day of July, 2019, by Zoila Leon, a single person  
AKA Zoila Leon Yanez

Notary Public, State and County aforesaid

Notary Public Signature

My commission expires April 13, 2020



G.I. ABSTRACT

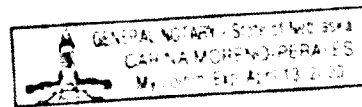
*Manuela Esperanza Rodriguez Rosabal*  
Manuela Esperanza Rodriguez Rosabal

STATE OF *California*  
COUNTY OF *Alameda*

The foregoing instrument was acknowledged before me this *2* day of *April*, 2020  
by Manuela Esperanza Rodriguez Rosabal, a single person

Notary Public, State and County aforesaid

*Carina Moreno Perales*  
Notary Public Signature



My commission expires *April 13, 2022*

FDF

Name: Melissa M. Barry, Esq.  
Address: 900 E. Charleston Blvd.  
Las Vegas NV 89109  
Phone: (702) 602-5004  
Email: Melissa@atedslaw.com  
Attorney for Defendant, Joseph Garcia  
Nevada State Bar No. 11214

Electronically Filed  
4/20/2021 11:12 AM  
Steven D. Grierson  
CLERK OF THE COURT

*Steven D. Grierson*

Eighth Judicial District Court  
Clark County, Nevada

<u>Zoila Leon Yance</u> Plaintiff,	Case No. <u>D-20-615905-D</u>
vs. <u>Joseph R. Garcia</u> Defendant.	Dept. <u>E</u>

### GENERAL FINANCIAL DISCLOSURE FORM

#### A. Personal Information:

1. What is your full name? (first, middle, last) Joseph R. Garcia.
2. How old are you? 50
3. What is your date of birth? 09/05/1970
4. What is your highest level of education? High School.

#### B. Employment Information:

1. Are you currently employed/ self-employed? (☒ check one)

☐ No

☒ Yes

If yes, complete the table below. Attached an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
04-15-20	GEORGIA DEPT OF LABOR (UI)			
02-08-21	J.L. Specialty	Pipe Fitter	5-6 Days	Day/Nights

2. Are you disabled? (☒ check one)

☒ No

☐ Yes

If yes, what is your level of disability? \_\_\_\_\_

What agency certified you disabled? \_\_\_\_\_

What is the nature of your disability? \_\_\_\_\_

- C. Prior Employment: If you are unemployed or have been working at your current job for less than 2 years, complete the following information.

Prior Employer: GEORGIA DEPT OF LABOR (UI) Date of Hire: 04/15/20 Date of Termination: 02/03/21  
Reason for Leaving: \_\_\_\_\_

## Monthly Personal Income Schedule

### A. Year-to-date Income.

As of the pay period ending \_\_\_\_\_ my gross year to date pay is \_\_\_\_\_.

### B. Determine your Gross Monthly Income.

Hourly Wage

(8 weeks)

16	×	48	=	832.00	×	52	=	43264.00	÷	12	=	\$0.00
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

	÷	12	=	\$0.00
Annual Income		Months		Gross Monthly Income

### C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:			
Commissions or Tips:			
Net Rental Income:	Monthly	200.00	3 months = 2100
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support			
Child Support			
Workman's Compensation			
Other: _____			
Total Average Other Income Received			\$0.00

Total Average Gross Monthly Income (add totals from B and C above)	\$0.00
--	--------

## D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	320.00
2.	Federal Health Savings Plan	
3.	Federal Income Tax	
4.	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	0.0
5.	Life, Disability, or Other Insurance Premiums	
6.	Medicare	
7.	Retirement, Pension, IRA, or 401(k)	
8.	Savings	
9.	Social Security	
10.	Union Dues	
11.	Other: (Type of Deduction) _____	
Total Monthly Deductions (Lines 1-11)		0.0

## Business/Self-Employment Income & Expense Schedule

### A. Business Income:

What is your average gross (pre-tax) monthly income/revenue from self-employment or businesses?  
\$ \_\_\_\_\_

### B. Business Expenses: Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising			
Car and truck used for business			
Commissions, wages or fees			
Business Entertainment/Travel			
Insurance			
Legal and professional			
Mortgage or Rent			
Pension and profit-sharing plans			
Repairs and maintenance			
Supplies			
Taxes and licenses (include est. tax payments)			
Utilities			
Other: _____			
Total Average Business Expenses			0.0

### Personal Expense Schedule (Monthly)

A. Fill in the table with the amount of money **you** spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me <input checked="" type="checkbox"/>	Other Party <input checked="" type="checkbox"/>	For Both <input checked="" type="checkbox"/>
Alimony/Spousal Support				
Auto Insurance	180.00	<input checked="" type="checkbox"/>		
Car Loan/Lease Payment	376.00	<input checked="" type="checkbox"/>		
Cell Phone	295.09	<input checked="" type="checkbox"/>		
Child Support (not deducted from pay)	320.00	<input checked="" type="checkbox"/>		
Clothing, Shoes, Etc...	300.00	<input checked="" type="checkbox"/>		
Credit Card Payments (minimum due)				
Dry Cleaning				
Electric	185.00	<input checked="" type="checkbox"/>		
Food (groceries & restaurants)	1100.00	<input checked="" type="checkbox"/>		
Fuel	600.00	<input checked="" type="checkbox"/>		
Gas (for home)	60.00	<input checked="" type="checkbox"/>		
Health Insurance (not deducted from pay)				
HOA				
Home Insurance (if not included in mortgage)				
Home Phone				
Internet/Cable	159.00	<input checked="" type="checkbox"/>		
Lawn Care				
Membership Fees				
Mortgage/Rent/Lease	1287.95	<input checked="" type="checkbox"/>		
Pest Control				
Pets				
Pool Service				
Property Taxes (if not included in mortgage)	166.60	<input checked="" type="checkbox"/>		
Security				
Sewer				
Student Loans				
Unreimbursed Medical Expense				
Water	40.00	<input checked="" type="checkbox"/>		
Other:				
<b>Total Monthly Expenses</b>	<b>0.00</b>			

5049.64

### Household Information

- A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attached a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 <sup>st</sup>	Joseph A. Garcia	01/14/04	Mother	Yes	—
2 <sup>nd</sup>	Danna Garcia	3/6/06	Mother	Yes	—
3 <sup>rd</sup>	José Raul G.	7/21/08	Mother	Yes	—
4 <sup>th</sup>	Connie Garcia	8/21/10	Mother	Yes	—

- B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child	4 <sup>th</sup> Child
Cellular Phone	79.00	79.00		
Child Care				
Clothing	40	40	40	40
Education	30	30	30	30
Entertainment	40	40	40	40
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses				
Vehicle				
Other:				
<b>Total Monthly Expenses</b>	219.00 0.00	219.00 0.00	130.00 0.00	130.00 0.00

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attached a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution
<del>Joseph A. Garcia</del>	<del>01/14/04</del>	<del>Mother</del>	<del>79.00</del>



### Personal Asset and Debt Chart

A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

Line	Description of Asset and Debt Thereon	Gross Value	Total Amount Owed	Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	420 S. Pine st 68801	\$ 109,500	- \$ —	= \$ 0.00 109,500	Joseph J.
2.	621 E. Division st 68801	\$ 128,360	- \$ —	= \$ 0.00 128,360	Zoila leon
3.	Toyota Tundra 2008	\$ 3000.00	- \$ 4160.00	= \$ 0.00 —	Joseph J.
4.	Nissan Armada	\$ 5795.00	- \$ —	= \$ 0.00 5795.00	Zoila leon
5.	Wellsfargo Bank 7098	\$ 251.20	- \$ —	= \$ 0.00 251.20	Joseph J.
6.	Toyota Corolla 2001	\$ 5000.00	- \$ —	= \$ 0.00 5000.00	Zoila leon
7.	Lincoln Welder SA 200	\$ 6,500.00	- \$ —	= \$ 0.00 6,500	Zoila leon
8.		\$	- \$	= \$ 0.00	
9.		\$	- \$	= \$ 0.00	
10.		\$	- \$	= \$ 0.00	
11.		\$	- \$	= \$ 0.00	
12.		\$	- \$	= \$ 0.00	
13.		\$	- \$	= \$ 0.00	
14.		\$	- \$	= \$ 0.00	
15.		\$	- \$	= \$ 0.00	
Total Value of Assets (add lines 1-15)		\$ 0.00	- \$ 0.00	= \$ 0.00	

B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Capital One Bank	\$ 5'398.00	Joseph R. Garcia
2.	Sync Bank / Paypal credit c.	\$ 945.00	Joseph R. Garcia
3.	Sync Bank Sams	\$ 1'052.00	Joseph R. Garcia
4.	Avant Bank	\$ 9'800.00	Joseph R. Garcia
5.	One Main Bank	\$ 10,294.00	Joseph R. Garcia
6.	Wellsfargo Bank Card	\$ 6'164.00	Joseph R. Garcia
Total Unsecured Debt (add lines 1-6)		\$ 0.00	

## CERTIFICATION

**Attorney Information:** Complete the following sentences:

1. I (have/have not) Have retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$ 2,500.00 on my behalf.
3. I have a credit with my attorney in the amount of \$ \_\_\_\_\_.
4. I currently owe my attorney a total of \$ \_\_\_\_\_.
5. I owe my prior attorney a total of \$ \_\_\_\_\_.

**IMPORTANT:** Read the following paragraphs carefully and initial each one.

JRS I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

JRS I have attached a copy of my 3 most recent pay stubs to this form.

\_\_\_\_\_ I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.

\_\_\_\_\_ I have not attached a copy of my pay stubs to this form because I am currently unemployed.

/s/ Joseph R. Garcia  
Signature

\_\_\_\_\_  
Date

JL SPECIALTY WELDERS, LLC  
2334 STATE HWY 361 SUITE 126  
TEXAS 78362-427

Joseph Garcia  
7979 Westheimer Rd Apt 1601  
Houston, TX 77063

Employee Pay Stub		Check number:		Pay Period: 03/01/2021 - 03/07/2021		Pay Date: 03/11/2021
Employee				SSN		
Joseph Garcia, 7979 Westheimer Rd Apt 1601, Houston, TX 77063				***-**-6209		
Earnings and Hours		Qty	Rate	Current	YTD Amount	
Hourly		40.00	16.00	640.00	1,568.00	
Overtime (x1.5) hourly		8.00	24.00	192.00	192.00	
		48.00		832.00	1,760.00	
Taxes				Current	YTD Amount	
Medicare Employee Addl Tax				0.00	0.00	
Federal Withholding				-67.00	-115.00	
Social Security Employee				-51.58	-109.12	
Medicare Employee				-12.06	-25.52	
				-130.64	-249.64	
Net Pay				701.36	1,510.36	

JL SPECIALTY WELDERS, LLC  
2334 STATE HWY 361 SUITE 126  
TEXAS 78362-427

Joseph Garcia  
7979 Westheimer Rd Apt 1601  
Houston, TX 77063

Employee Pay Stub		Check number:		Pay Period: 02/22/2021 - 02/28/2021		Pay Date: 03/04/2021	
Employee				SSN			
Joseph Garcia, 7979 Westheimer Rd Apt 1601, Houston, TX 77063				***-**-6209			
Earnings and Hours		Qty	Rate	Current	YTD Amount		
Hourly		38:00	16.00	608.00	928.00		
Taxes				Current	YTD Amount		
Medicare Employee Addl Tax				0.00	0.00		
Federal Withholding				-40.00	-48.00		
Social Security Employee				-37.70	-57.54		
Medicare Employee				-8.82	-13.46		
				-86.52	-119.00		
Net Pay				521.48	809.00		

JL SPECIALTY WELDERS, LLC  
2334 STATE HWY 361 SUITE 126  
TEXAS 78362-427

Joseph Garcia  
7979 Westheimer Rd Apt 1601  
Houston, TX 77063

Employee Pay Stub

Check number:

Pay Period: 02/15/2021 - 02/21/2021

Pay Date: 02/25/2021

Employee

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

SSN

\*\*\*-\*\*-6209

Earnings and Hours		Qty	Rate	Current	YTD Amount
Hourly		20.00	16.00	320.00	320.00
Taxes				Current	YTD Amount
Medicare Employee Addl Tax				0.00	0.00
Federal Withholding				-8.00	-8.00
Social Security Employee				-19.84	-19.84
Medicare Employee				-4.64	-4.64
				-32.48	-32.48
Net Pay				287.52	287.52

4240 JIA AVE  
City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).  
**LAKE CHARLES, LA 70607**

Foreign country name Foreign province/state/country Foreign postal code

Jointly, want \$3 to go to this fund.  
Checking a box below will not change your tax or refund. ☒ You ☐ Spouse

If more than four dependents, see instructions and ✓ here ☐

**Standard Deduction** Someone can claim: ☐ You as a dependent ☐ Your spouse as a dependent  
☐ Spouse itemizes on a separate return or you were a dual-status alien

**Age/Blindness** You: ☐ Were born before January 2, 1955 ☐ Are blind Spouse: ☐ Was born before January 2, 1955 ☐ Is blind

**Dependents (see instructions):**

(1) First name	Last name	(2) Social security number	(3) Relationship to you	(4) ✓ If qualifies for (see instructions): Child tax credit	Credit for other dependents
MANUELA E	RODRIGUEZ	720 51 5226	PARENT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>

**Standard Deduction for—**  
• Single or Married filing separately, \$12,200  
• Married filing jointly or Qualifying widow(er), \$24,400  
• Head of household, \$18,350  
If you checked any box under Standard Deduction, see instructions.

1	Wages, salaries, tips, etc. Attach Form(s) W-2	1	73,068.
2a	Tax-exempt interest	2b	
3a	Qualified dividends	3b	
4a	IRA distributions	4b	
4c	Pensions and annuities	4d	
5a	Social security benefits	5b	
6	Capital gain or (loss). Attach Schedule D if required. If not required, check here	6	0.
7a	Other income from Schedule 1, line 9	7b	73,068.
b	Add lines 1, 2b, 3b, 4b, 4d, 5b, 6, and 7a. This is your total income	8a	0.
8a	Adjustments to income from Schedule 1, line 22	8b	73,068.
b	Subtract line 8a from line 7b. This is your adjusted gross income	9	18,350.
9	Standard deduction or itemized deductions (from Schedule A)	10	
10	Qualified business income deduction. Attach Form 8995 or Form 8995-A	11a	18,350.
11a	Add lines 9 and 10	11b	54,718.
b	Taxable income. Subtract line 11a from line 8b. If zero or less, enter -0-		

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 11320B Form 1040 (2019)

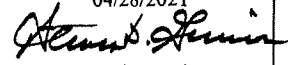
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JOSEPH R GARCIA

080-92-6209 Page 2

12a	Tax (see instructions). Check if any from Form(s): 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>	12a	6,478.
b	Add Schedule 2, line 6, and line 12a and enter the total	12b	6,478.
13a	Child tax credit or credit for other dependents	13b	500.
b	Add Schedule 2, line 7, and line 13a and enter the total	14	5,978.
14	Subtract line 13a from line 12b. If zero or less, enter -0-	15	
15	Other taxes, including self-employment tax, from Schedule 2, line 10	16	5,978.
16	Add lines 14 and 15. This is your total tax	17	3,230.

AA0080

  
CLERK OF THE COURT

CMO

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Zoila Leon-Yanez, Plaintiff  
vs.  
Joseph Raul Garcia Rodriguez,  
Defendant.

Case No.: D-20-615905-D  
Dept. No.: E  
Date of Conference: April 28, 2021  
Time of Conference: 9:00 AM

**Case and Non-Jury Trial Management Order**

*This order sets forth critical dates and times for the major proceedings in this case.  
It is the responsibility of the attorneys, or the litigants (when appearing in proper  
person), to meet the deadlines and to appear for the following required proceedings:*

**Calendar Call date: August 31, 2021 at 11:00 AM**

**Non-Jury Trial date: September 14, 2021 at 1:30 PM**

**Pre Non-Jury Trial Memorandum/Brief due date: August 24, 2021**

**Other deadlines are contained herein.**

This matter having come on for a Case Management Conference, pursuant to  
NRCp 16.2 and/or 16.205, on April 28, 2021, in the Family Division, Department E, of  
the Eighth Judicial District Court, County of Clark; and Plaintiff, being present and  
represented by Attorney Jennifer Setters and Defendant, present and represented by  
Attorney Melissa M. Barry and the Court being fully advised in the premises, both as  
to subject matter as well as the parties thereto, and that jurisdiction is proper in Nevada,  
and good cause appearing, the court makes the following findings:

The nature of this action is a Complaint for Divorce. In the above stated action all  
claims for relief and all defenses asserted are contained within the Complaint, filed

1 October 19, 2020 and the Answer and Counterclaim filed March 15, 2021 which are  
2 incorporated herein by reference.

3  
4 The parties shall participate in the discovery process in good faith and may utilize all  
5 discovery methods, consistent with NRCP 16.2 and/or 16.205. The parties maintain a  
6 continuing duty to supplement and disclose consistent with NRCP 16.2 and 16.205.

7 On or before **August 2, 2021**, the parties shall submit a list of names of individuals  
8 who are likely to possess discoverable information regarding this action, consistent with  
9 NRCP 16.2(a)(2)(A) and/or 16.205(b)(2)(D).

10  
11 On or before **August 24, 2021**, the parties shall submit all documents intended to be  
12 utilized at Trial or Evidentiary Hearing consistent with NRCP 16.2(a)(2)(B) and/or  
13 16.205(b)(8) to the opposing party or their attorney.

14 The deadline for the parties in this case to file a motion to amend the pleadings or add  
15 parties is **August 2, 2021**.

16 The deadline for the parties to disclose the identity of any expert witnesses who will  
17 be used at trial to present evidence under NRS 50.275, 50.285 and 50.305 is June 13,  
18 2021. Any report from an expert witness shall be disclosed on or before **June 16, 2021**.

19  
20 The deadline for the parties to file dispositive motions is **August 16, 2021**.

21 Discovery will close on **August 24, 2021**.

22 The Pre-Trial Memorandum shall be filed on or before **August 24, 2021**, a copy of  
23 same is to be hand-delivered to the Judge's chambers and served on opposing counsel  
24 the same day. The Pre-Trial Memorandum shall substantially comply with the form  
25 attached hereto including the Asset and Debt Schedules. ***Failure to submit the Pre-***  
26 ***Trial Memorandum on or before this date, absent the Court's approval, will result in***  
27  
28



1 *the trial date being vacated and the matter rescheduled in ordinary course and/or*  
2 *sanctions.*

3  
4 Pursuant to EDCR 5.524(a), prior to or at the Calendar Call, the parties shall meet to  
5 arrive at stipulations and agreements for the purpose of simplifying the issues to be tried  
6 and exchange final lists of exhibits and the names and addresses of all witnessed  
7 (including experts) to be actually called or used at trial.

8 **The Calendar Call is set for August 31, 2021. Failure to appear at the Calendar**  
9 **Call may result in a default judgment, or other sanctions, consistent with EDCR**  
10 **2.69.**

11  
12 Counsel or proper person litigants are to provide all disclosures consistent with the  
13 mandates of NRCP 16.2 and/or 16.205. Failure to provide foregoing may result in such  
14 exhibits or evidence being excluded or other appropriate court-imposed sanctions  
15 against counsel or party in proper person.

16  
17 Any and all Exhibits and Witness Lists (a set of original exhibits ready for marking  
18 by the Clerk with a courtesy copy for the Court), must be delivered to chambers at least  
19 two (2) judicial days prior to trial for marking.

20 **Non-Jury Trial is set for September 14, 2021.** If your Non-Jury Trial is set on a  
21 half-day setting, you will be allotted a total of three (3) hours to present evidence. If  
22 your Non-Jury Trial is set on a full day setting, you will be allotted a total of six (6)  
23 hours to present evidence. The time will be divided equally between the parties and  
24 includes breaks and delays.

25  
26 Absent stipulation of the parties (and good cause appearing therefore), no  
27 continuances will be granted to either party unless written application is made to the  
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Court, served upon opposing counsel, and a hearing held at least three (3) days prior to the time of trial. If this matter settles, please advise the Court as soon as possible.

IT IS HEREBY ORDERED that the above-stated findings are hereby adopted and confirmed as an order of this Court.

DATED This 28th day of April, 2021



---


CHARLES J. HOSKIN  
DISTRICT JUDGE  
DEPARTMENT E

Case Number: D-20-615905-D

1 This Motion is made and based on the papers and pleadings on file herein, the Points and  
2 Authorities set forth herein, the Exhibits and Affidavits attached hereto, and any oral argument of  
3 Counsel at time of hearing.

4 DATED this 6<sup>th</sup> day of May, 2021.

5 AT EASE LAW

6  
7  
8   
9 MELISSA M. BARRY, ESQ.  
10 Nevada Bar No. 11214  
11 AT EASE LAW  
12 900 E Charleston Blvd.  
13 Las Vegas, NV 89104  
14 Melissa@ateaselaw.com  
15 (702) 602-5004  
16 Attorney for Defendant  
17 Joseph R. Garcia

18 ///

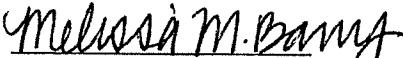
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TO: Jennifer Setters, Esq., of Jennifer Gastelum Law , Attorney for Plaintiff.

AT EASE LAW

  
MELISSA M. BARRY, ESQ.  
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Attorney for Defendant  
Joseph R. Garcia

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1 The obligation is nearly all of the Defendant's income and is too burdensome. The  
2 Defendant is asking the court to decrease the support obligation in the temporary orders to  
3 \$1,056.16 until trial and permanent orders are entered.

4 **II.**

5 **LEGAL ARGUMENT**

6 **Child Support**

7 NRS 125B.070 provides that a parent's child support obligation is .28% of their gross  
8 monthly income (for 4 children). NRS 125B.080(4) further provides that the minimum amount  
9 of support that may awarded is \$100.00 per month/per child, "unless the court makes a written  
10 finding that the obligor is unable to pay the minimum amount." Additionally, NRS 125B.145  
11 provides that child support shall be reviewed every three (3) years or upon a change of  
12 circumstances.

13 The court held a hearing on March 4, 2021 where the plaintiff reported the defendant  
14 made \$190,000 per year. The court then ordered he pay \$2,298.00 based on the plaintiff's  
15 representations. The court also said it was subject to modification by motion in the event the  
16 income was not as plaintiff represented. However, the plaintiff relied on documentation from  
17 2014, not recently. The defendant now reports after being unemployed he was able to find work  
18 for \$16.00 per hour working 48 hours a week and has income from a rental property in the  
19 amount of \$700.00 per month. Joseph can however afford to pay \$1,056.16 per month for all  
20 four children, which based on his Financial Disclosure Form would be an appropriate amount for  
21 all four children.

22 At this point, not only should a modification be entered, it should be made effective as of  
23 May, 2021, based upon the fact that Joseph submitted his financial disclosure form and showed  
24 that based on his financial situation this amount is appropriate.  
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III.


CONCLUSION

Based on the foregoing, Joseph respectfully requests that the Court modify child support to reflect the amount of income on the Plaintiff's Financial Disclosure Form and order \$1,056.16 per month in child support.

DATED on this 6<sup>th</sup> day of May, 2021.

AT EASE LAW

*Melissa M. Barry*  
MELISSA M. BARRY, ESQ.  
Nevada Bar No. 11214  
AT EASE LAW  
900 E. Charleston Blvd.  
Las Vegas, Nevada 89104  
Melissa @ateaselaw.com  
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Attorney for Defendant  
Joseph R. Garcia



OPPS  
GASTELUM LAW  
Jennifer Setters, Esq.  
Nevada Bar No. 13126  
721 S. 6<sup>th</sup> Street  
Las Vegas, NV 89101  
P: (702) 979.1455 | F: (702) 977.5246  
E: Jenny@gastelumattorneys.com  
*Attorney for Plaintiff, ZOILA LEON-YANEZ*

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

**ORAL ARGUMENT REQUESTED: YES**

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS COUNTER MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN (14) DAYS OF THE RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF COURT WITHIN (14) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUEST FOR RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE.

**OPPOSITION TO DEFENDANT'S MOTION TO MODIFY CHILD CUSTODY AND CHILD SUPPORT AND PLAINTIFF'S COUNTERMOTION FOR DISCOVERY, FOR COMPLIANCE WITH NRCP 16.2, FOR ATTORNEY FEES AND COSTS AND RELATED RELIEF.**

COMES NOW, Plaintiff, ZOILA LEON-YANEZ, by and through her Attorney of Record, JENNIFER SETTERS, ESQ., hereby files her Opposition to Defendant's Motion to Modify Child Custody and Child Support, and Plaintiff's Countermotion for Discovery, for Compliance with NRCP 16.2, for Attorney Fees and Costs, and Related Relief.



1 This motion is based upon the following Memorandum of Points and Authorities, the  
2 Affidavit of Plaintiff, and any testimony and/or evidence that may be adduced at the Hearing in  
3 this matter.  
4

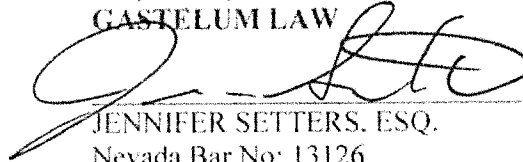
5 WHEREFORE, Plaintiff prays for the following relief:

- 6 1. That Defendant's Motion be denied in its entirety;
- 7 2. That the Court's previous Child Support orders be upheld;
- 8 3. That Discovery be opened in this case;
- 9 4. That Defendant comply with his obligation under NRCP 16.2;
- 10 5. That Plaintiff have an award of attorney fees and costs;
- 11 6. For any other relief that this Court deems just and equitable.

12 DATED this 28<sup>th</sup> day of May 2021.  
13

14 Respectfully Submitted:

15 **GASTELUM LAW**

16 

17 JENNIFER SETTERS, ESQ.

18 Nevada Bar No: 13126

19 721 S. 6th Street

20 Las Vegas, NV 89101

21 P: 702.979.1455 | F: 702.977.5246

22 www.gastelumattorneys.com

23 *Attorney for Plaintiff*

24 **MEMORANDUM OF POINTS AND AUTHORITIES**

25 **I.**

26 **FACTS**

27 The parties married on February 14, 2007 and have remained husband and wife ever  
28 since. Although only married 13 years; the parties have been together for over 20 years. The  
parties share four (4) minor children from their marriage, namely: Joseph Alejandro Garcia born

1 January 14, 2004, Donna Garcia born March 6, 2006, Jose Raul Garcia born July 21, 2008, and  
2 Connie Garcia born May 21, 2010. The parties initially resided in Nebraska, then moved to  
3 Wyoming. Plaintiff, Zoila and the minor children moved to Las Vegas with Defendant's consent  
4 and encouragement approximately two (2) years ago. It is believed that Defendant now resides  
5 in Texas where he was found and served the Complaint and Summons. Although, Defendant  
6 often travels months at a time for different work projects.

8 Zoila only recently began working and barely makes ends meet. On the other hand,  
9 Plaintiff knows that Defendant has been a welder for the oil industry for at least 20 years and  
10 earns approximately \$130,000.00 each and every year. Defendant now attempts to misrepresent  
11 the facts and provides a Financial Disclosure Form (FDF) complete with misinformation and  
12 thousands in missing income. Defendant states that he only earns \$16.00 each and every hour.  
13 however he fails to inform the Court that he works for a company that employs him for various  
14 contracts, which he in part chooses. To further support the same, please find Defendants  
15 December 4, 2014 paystub demonstrating an income of \$190,000.00 attached hereto as **Exhibit**  
16  
17 1. Upon various requests, Defendant refuses to provide tax filings as required by Nevada Rule  
18 of Civil Procedure (NRCP 16.2). Those same tax filings will demonstrate Defendant's true  
19 annual earnings. It is also important to consider that Defendant often threatens to find a job  
20 earning minimal income should Zoila attempt to collect Child Support for the children. As his  
21 FDF states he changed jobs in February of 2021, it seems he may have held true to his threats.  
22 Either way this Court should impute his average income as this would be evidence that he is  
23 willfully underemployed.

26 Moreover, the parties previously owned three (3) properties in common, one (1) was  
27 sold, and two (2) remain. Each property is known to be rented and their approximate monthly  
28

1 See several property rent estimate values attached hereto as **Exhibit 2**. Furthermore, Defendant  
2 claims he only earns \$700.00 each month in rental income but fails to provide as required in  
3 NRCP 16.2, the supposed rental agreements demonstrating the same.  
4

5 On March 4, 2021, the parties appeared before this Court on Zoila's Motion seeking  
6 temporary Orders. During that hearing this Court awarded Zoila temporary sole legal and  
7 physical custody of the minor children (it is clear Defendant could care less as he does not seek  
8 any custodial change) and awarded Zoila Child Support in the monthly amount of \$2,298.00.  
9 Since then, the parties' order confirming the same was filed with the Court on March 30, 2021.  
10 Zoila however continues to not receive any Child Support from Defendant. Now Defendant  
11 comes with unclean hands and seeks relief from this Court while failing to comply with NRCP  
12 16.2 Disclosure requirements misrepresenting the facts. For the same reason, Zoila seeks relief  
13 from this Honorable Court.  
14

## 15 II.

### 16 POINTS AND AUTHORITIES

#### 17 A. Discovery Should be Opened & Defendant Must be Admonished to Comply 18 with NRCP 16.2. 19

#### 20 **Rule 16.2. Mandatory Prejudgment Discovery Requirements in Family Law** 21 **Actions (Not Including Paternity or Custody Actions Between Unmarried Persons)**

22 ...

#### 23 (d) **Mandatory Initial Disclosures.**

##### 24 (1) **Initial Disclosure Requirements.**

25 (A) Concurrently with the filing of the financial disclosure form, each party  
26 must, without awaiting a discovery request, serve upon the other party written and  
27 signed disclosures containing the information listed in Rule 16.2(d)(2) and (3).

28 (B) A party must make these initial disclosures based on the information  
then reasonably available to that party and is not excused from making the disclosures  
because:

- (i) the party has not fully completed an investigation of the case;
- (ii) the party challenges the sufficiency of another party's disclosures; or
- (iii) another party has not made the required disclosures.

....

1  
2 Defendant refuses to comply with his obligation to provide financial documentation  
3 pursuant and in compliance with NRCP 16.2. Despite that, he seeks relief including limiting  
4 Child Support way beyond what the law requires. Defendant must be admonished to comply  
5 with his initial disclosure obligation before seeking any relief from this Court.  
6

7 **B. The Parties Child Support Order Should be Upheld**

8 **NAC 425.140 Schedule for determining base child support obligation based on**  
9 **number of children and monthly gross income of obligor. (NRS 425.620)** Except as  
10 otherwise provided in NAC 425.145, the base child support obligation of an obligor  
11 must be determined according to the following schedule:

12 1. For one child, the sum of:

13 (a) For the first \$6,000 of an obligor's monthly gross income, 16 percent of such  
14 income;

15 (b) For any portion of an obligor's monthly gross income that is greater than \$6,000  
16 and equal to or less than \$10,000, 8 percent of such a portion; and

17 (c) For any portion of an obligor's monthly gross income that is greater than  
18 \$10,000, 4 percent of such a portion.

19 2. For two children, the sum of:

20 (a) For the first \$6,000 of an obligor's monthly gross income, 22 percent of such  
21 income;

22 (b) For any portion of an obligor's monthly gross income that is greater than \$6,000  
23 and equal to or less than \$10,000, 11 percent of such a portion; and

24 (c) For any portion of an obligor's monthly gross income that is greater than  
25 \$10,000, 6 percent of such a portion.

26 3. For three children, the sum of:

27 (a) For the first \$6,000 of an obligor's monthly gross income, 26 percent of such  
28 income;

(b) For any portion of an obligor's monthly gross income that is greater than \$6,000  
and equal to or less than \$10,000, 13 percent of such a portion; and

(c) For any portion of an obligor's monthly gross income that is greater than  
\$10,000, 6 percent of such a portion.

4. For four children, the sum of:

(a) For the first \$6,000 of an obligor's monthly gross income, 28 percent of such  
income;

(b) For any portion of an obligor's monthly gross income that is greater than \$6,000  
and equal to or less than \$10,000, 14 percent of such a portion; and

(c) For any portion of an obligor's monthly gross income that is greater than  
\$10,000, 7 percent of such a portion.

5. For each additional child, the sum of:

(a) For the first \$6,000 of an obligor's monthly gross income, an additional 2 percent  
of such income;

1 (b) For any portion of an obligor's monthly gross income that is greater than \$6,000  
2 and equal to or less than \$10,000, an additional 1 percent of such a portion; and

3 (c) For any portion of an obligor's monthly gross income that is greater than  
4 \$10,000, an additional 0.5 percent of such a portion.

5 Zoila was awarded Sole Legal and Physical Custody of the parties four (4) children.

6 Child Support must be upheld according to Nevada Law. Zoila lived with Defendant for over  
7 20 years and during that time, Defendant earned over a six-figure salary. In 2014, he earned  
8 over \$190,000.00. Moreover, there are two properties that Defendant alone collects rent for in  
9 the approximate amount of \$2,800.00 each and every month. Unless Defendant provides  
10 annual tax filing documentation and rental lease documentation demonstrating otherwise, the  
11 Court must uphold his Child Support responsibility.

12 **C. ZOILA'S Requests an Award of Preliminary Attorney's Fees**

13 In *Miller v. Wilfong*, 119 P.3d 727 (2005) the Nevada Supreme Court held that it is  
14 within the trial court's discretion to determine the reasonable amount of attorney fees under a  
15 statute or rule and in exercising that discretion, the court must evaluate the factors set forth in  
16 *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969).  
17

18 In this case, Zoila's counsel, Ms. Jennifer Setters, Esq. is an experienced attorney with  
19 years of extensive courtroom and litigation practice. The legal representation in this motion  
20 involves addressing the issues raised in this pleading.  
21

22 Prior to filing this motion Ms. Setters, has already spent several hours in meeting with  
23 Zoila, reviewing the pleadings and documents on file, analyzing pertinent information, and  
24 preparing legal documents. Zoila's counsel will also be required to make courtroom  
25 appearances. Zoila's counsel expects to obtain a good result based on the facts of the case and  
26 based on the fact that she expects Zoila will be the prevailing party in this litigation. As the  
27  
28

1 prevailing party Zoila would be entitled to an award of attorney's fees (See *Hormwood v. Smith's*  
2 *Food King*, 105 Nev. 188, 772 P.2d 1284 (1989)).

3 Zoila continues to struggle financially, and Defendant's contemptuous behavior  
4 continues to cause her economic hardship. Defendant refuses to help her with any Child Support  
5 and has yet to even attempt to comply with this Court's Order. As Zoila is now forced to incur  
6 additional attorney fees and costs, she respectfully requests an award of \$1,500.00 in attorney  
7 fees and costs for having to defend this action.  
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III.

CONCLUSION

Based on the foregoing, the Plaintiff, respectfully requests that this Court issue an Order as follows:

1. That Defendant's Motion be denied in its entirety;
2. That the Court's previous Child Support orders be upheld;
3. That Discovery be opened in this case;
4. That Defendant comply with his obligation under NRCP 16.2;
5. That Plaintiff have an award of attorney fees and costs;
6. For any other relief that this Court deems just and equitable.

DATED this 28<sup>th</sup> day of May 2021.

Respectfully Submitted:

GASTELUM LAW

  
JENNIFER SETTERS, ESQ.

Nevada Bar No: 13126

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Las Vegas, NV 89101

P: 702.979.1455 | F: 702.977.5246

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

*Attorney for Plaintiff*

AFFIDAVIT OF ZOILA LEON-YANEZ

STATE OF NEVADA )


ss:

COUNTY OF CLARK )

ZOILA LEON-YANEZ, being first duly sworn, upon oath, deposes and says:

I have read the forgoing Opposition to Defendant's Motion ot Modify Child Custody and Child Support, and Plaintiff's Countermotion for Discovery, for Compliance with NRCP 16.2. for Attorney Fees and Costs, and Related Relief and the factual averments contain therein are true and correct tot the best of knowledge, except as to those matters based on information and belief; and as to those matters, I believe them to be true. Those factual averments contained in the preceeding are incorporated herein as if ser forth in full.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

  
ZOILA LEON-YANEZ



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am over the age of eighteen years and I am an employee of Gastelum Law PLLC. On the 1st day of June 2021, I served a true and correct copy of the foregoing Opposition to Defendant's Motion to Modify Child Custody and Child Support, and Plaintiff's Countermotion for Discovery, for Compliance with NRCP 16.2, for Attorney Fees and Costs, and Related Relief to all interested parties via United States Mail, First-Class postage prepaid at Las Vegas, NV, addressed as follows:

☒ Electronic Service pursuant to NRCP 5, Odyssey File & Serve.

**Melissa Barry, Esq.**  
At Ease Law  
900 E. Charleston Blvd.,  
Las Vegas, Nevada 89104  
*Counsel for Defendant*

  
An Employee of Gastelum Law PLLC.

# EXHIBIT “1”



1132 South 500 West  
Salt Lake City, UT 84103  
801-521-5200

11249216

Check Number:  
Date:

December 4, 2014

1280

One Thousand Three Hundred Thirty-Nine And 13 / 100

\$1,339.13

Pay to the order of:

GARCIA, JOSE R  
437 N MAIN ST  
APT D-6  
TONGVAH, NV 89048

Signature On  
Back of this Check  
Must Appear  
In Order to  
Cash or  
Deposit

AUTHORIZED SIGNATURE

DIRECT DEPOSIT NOTICE: NOT A VALID CHECK

1132 South 500 West Salt Lake City, UT 84103 801-521-5200

CHECK DATE: 12/04/2014 CHECK NO: 1280

Employee: GARCIA, JOSE R  
437 N MAIN ST  
APT D-6  
TONGVAH, NV 89048

Employee No: 21-0005174

Pay Date: 12/04/2014  
Pay Begin Date: 11/24/2014  
Pay End Date: 11/30/2014

### THIS CHECK RATE / EARNINGS

		Rate	Units	Earnings
1	Regular	\$38.87	23.00	\$887.11
10	Cash Fringe	\$0.00	0.00	\$421.00
401	401K	\$0.00	0.00	\$9.87
00	Subsidence	\$0.00	0.00	\$560.00
				\$1,878.98

### TAXES & DEDUCTIONS

Description	Current	YTD
FICA	\$436.52	\$29,778.54
MED	\$18.97	\$2,387.34
MEDADJL	\$0.00	\$0.00
SEC	\$0.00	\$7,254.36
TOTAL TAXES	\$455.49	\$39,420.24
401K	\$6.67	\$1,188.94
GA	\$73.48	\$3,180.57
TOTAL DED.	\$135.24	\$4,369.75

### YTD EARNINGS

Description	Earnings
1 Regular	\$887.11
10 Cash Fringe	\$421.00
2 Overtime	\$1,777.93
401 401K	\$1,188.94
6 OT Adjustment	\$404.99
00 Subsidence	\$560.00
	\$10,653.97

Print Date: 12/04/2014

# **EXHIBIT “2”**



4 br 2 ba 1,100 sq ft  
420 N Pine St, Grand Island, NE 68801

● Off market Zestimate®: \$124,624 Rent Zestimate®: \$1,200/mo  
Est. refi payment: \$722/mo Refinance your loan

Home value Owner tools Home details Neighborhood details Similar homes



### Watch your Zestimate

Do you own this home? Track trends that impact its value and receive local market insights for homeowners only.  
Get homeowner insights

## Home value



Zestimate

**\$124,624**



Zestimate range

**\$108,000 - \$138,000**



Last 30-day change

**+ \$4,251 (+3.5%)**



Zestimate per sqft

**\$70**



4 bd 1 ba 1,970 sqft

621 E Division St, Grand Island, NE 68801

Off market Zestimate<sup>®</sup>: \$136,423

Rent Zestimate<sup>®</sup>: \$1,250/mo

Est. refi payment: \$722/mo Refinance your loan

Home value Owner tools Home details Neighborhood details Similar homes



### Watch your Zestimate

Do you own this home? Track trends that impact its value and receive local market insights for homeowners only. Get homeowner insights

## Home value



Zestimate

**\$136,423**



Zestimate range

**\$117,000 - \$154,000**




Last 30-day change

**+ \$5,955 (+4.6%)**



Zestimate per sqft

**\$69**



1 **RESP**

2 MELISSA M. BARRY, ESQ.  
3 Nevada Bar No. 11214  
4 AT EASE LAW  
5 900 E. Charleston Blvd.  
6 Las Vegas, NV 89104  
7 (702) 602-5004 P | (702) 637-3709 F  
8 Melissa@AtEaseLaw.com  
9 Attorney for Defendant  
10 Joseph Raul Garcia

11 **EIGHTH JUDICIAL DISTRICT COURT**  
12 **FAMILY DIVISION, CLARK COUNTY, NEVADA**

13 ZOILA LEON-YANEZ,

14 Plaintiff,

15 vs.

16 JOSEPH RAUL GARCIA RODRIGUEZ,

17 Defendant.

Case No: D-20-615905-D

Dept. No: E

18 **RESPONSE TO THE PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO**  
19 **MODIFY CHILD CUSTODY AND CHILD SUPPORT AND OPPOSITION TO**  
20 **PLAINTIFF'S COUNTERMOTION FOR DISCOVERY, FOR COMPLIANCE WITH**  
21 **NRCP 16.2, FOR ATTORNEY FEES AND COSTS AND RELATED RELIEF AND**  
22 **DEFENDANT'S MOTION FOR DISCOVERY AND FOR COMPLIANCE WITH NRCP**

23 **16.2**

24 COMES NOW, Defendant, JOSEPH RAUL GARCIA RODRIGUEZ, by and through her  
25 Attorney of Record, MELISSA M. BARRY, ESQ. of AT EASE LAW, and hereby files his  
26 Response to the Plaintiff's Opposition to Defendant's Motion to Modify Child Custody and Child  
27 Support and Opposition to Plaintiff's Countermotion for Discovery, for Compliance with NRCP  
28 16.2, for Attorney's Fees and Costs, And Related Relief, And Defendant's Motion for Discovery  
and For Compliance With NRCP 16.2.

///

AA0105

1 This response, opposition and motion is based upon the following Memorandum of Points  
2 and Authorities and any testimony this Honorable Court believes necessary during the Hearing in  
3 this matter.

4 DATED this 16th day of June, 2021.

5 Respectfully Submitted:

6  
7 /s/ Melissa M. Barry

8 Melissa M. Barry, Esq.

9 Nevada Bar No. 11214

10 AT EASE LAW

11 900 E. Charleston Blvd.

12 Las Vegas NV 89104

13 (702)602-5004 P | (702)637-3709 F

14 Melissa@AtEaseLaw.com

15 Attorney For Defendant

16 JOSEPH RAUL GARCIA RODRIGUEZ

17  
18 MEMORANDUM OF POINTS AND AUTHORITIES

19 I.

20 FACTS

21 In this case, the Plaintiff and Defendant are dealing with a very contentious divorce. AT  
22 this point neither party has provided disclosure. The Plaintiff left Nebraska with the children  
23 without resolving the marital issues or divorcing Mr. Garcia. Previously, work was going well for  
24 the Defendant and in 2014 he worked for a company and was making more than his regular wage  
25 in overtime, benefits and subsistence and cash fringe. However, that was seven years ago, and that  
26 is not what the Defendant is making now. The Defendant, Joseph Garcia (hereinafter referred to as  
27 "Joseph") was working in Texas until very recently when he was laid off from his job.

28 It should be noted that when the Plaintiff's opposition was filed she had been on vacation  
in Florida for approximately a month and a half. Joseph does not have the finances to take a  
vacation, He is barely able to make ends meet as it is, without a \$2,298.00 child support obligation.  
In fact, at this time, Joseph has been approved for but not yet started collecting unemployment.



1 Joseph will be getting \$535.00 per week; a stark contrast to the more than a hundred thousand  
2 dollars a year the Plaintiff claims he is earning. A copy of the letter from unemployment attached  
3 hereto as EXHIBIT A. His 2020 tax return, attached here to as EXHIBIT B, shows that his income  
4 is not what the Plaintiff claims.

5 Joseph provides food for the children and has been sending them dinner when the Plaintiff,  
6 though claiming at the time to not be employed, was going to work every night and the kids  
7 reported they had no food. Joseph always stepped up and made sure the kids had what they needed.  
8 He has not been able to make the \$2,298.00 child support payments and we would request the  
9 decreased amount be back dated to the March 4, 2021, because he has not had the income alleged  
10 by the Plaintiff at that hearing. At that hearing, the Court specifically noted that Joseph could  
11 correct the representations made by the Plaintiff by way of motion.  
12

13 Further it should be noted that Joseph has been working on gathering the disclosure  
14 documents required pursuant to NRCP 16.2 and since his layoff has returned to Nebraska where  
15 the documents are located. The Plaintiff has failed to comply with NRCP 16.2 and provide any  
16 disclosures regarding her financial situation. Joseph is specifically concerned about a property that  
17 she owned with his mother and then had transferred, illegally, to her mother. Based upon the  
18 deceitful actions of the Plaintiff, Joseph is concerned about the Plaintiff further misleading the  
19 Court.

## 20 II.

### 21 POINTS AND AUTHORITIES

#### 22 *A. Child support obligations should be amended to reflect the true income of the Defendant.*

23 The Defendant has a child support obligation pursuant to NAC 425.140. He is required to pay  
24 28% of the first \$6,000 of his gross monthly income. At this point, his month income is limited to  
25 unemployment and a rent payment of \$700.00 per month. His total monthly income is  
26 approximately \$2,840.00 and his child support obligation should be 28% of that amount for four  
27 (4) children. His monthly support obligation should be \$700.28 per month, not \$2,298.00. The  
28 Defendant submitted a financial disclosure form with paystubs showing that his income was

1 significantly lower than the amounts claimed by the Plaintiff. Since filing the motion to modify,  
2 the Defendant has become unemployed and has just been approved for unemployment, so his  
3 income will decrease.

4 *B. Discovery should be opened and the Plaintiff must be admonished to comply with NRCP*  
5 *16.2.*

6 The Plaintiff has failed to disclose a scintilla of documentation apart from the exhibits attached  
7 to the Opposition and Countermotion. The Defendant was working out of town and had not  
8 returned to Nebraska until recently after being laid off from work. It is important for both parties  
9 to comply with NRCP 16.2 and the Defendant is actively gathering the documentation needed for  
10 disclosure.

11 *C. Attorney fees should not be awarded to the Plaintiff because she misrepresented current*  
12 *income to the Court knowing it was inaccurate using documentation that is seven (7) years*  
13 *old.*

14 The Plaintiff showed up to court on March 4, 2021 and under oath to the Court stated that  
15 Joseph's income is \$190,000 per year. However, Joseph does not make that amount. Nor has he  
16 made that amount in the last seven years. His 2020 tax return shows he only made \$34,151.00 in  
17 2020. He is working to earn what he can and had to take work that was out of town to maintain  
18 employment and, even then, has been laid off.

19 The Plaintiff's motion says that she recently became employed, yet she has either relocated  
20 to Florida or has been on an extended vacation in Florida, which is concerning when she is claiming  
21 that she has little to no income. While her income is irrelevant for child support obligations at this  
22 point, it is relevant regarding an award of attorney's fees. She chose not to work for an extended  
23 period, despite being physically able to work.

24 While in 2014 the Defendant worked significant overtime at a job that had many perks, he  
25 no longer has that employment. He worked in Texas, where the pandemic didn't have as much of  
26 an effect on employment, until he was recently laid off from that job as well. Now he has been  
27 awarded but is not yet collecting unemployment in the amount of \$535 per week. The Defendant  
28

1 reached out to the Plaintiff to resolve this issue prior to filing the motion to resolve this without  
2 further involvement of the Court. The Defendant is unaware of the Plaintiff's income as the  
3 Financial Disclosure Form has not been updated despite the Plaintiff's securing of employment,  
4 however she is able to afford vacations and staycations while Joseph is barely making ends meet.  
5 Based on the Plaintiff's misrepresentations to the court at the hearing on March 4, 2021, the  
6 Plaintiff's failure to update the financial disclosure form to reflect her current financial situation  
7 accurately, that Joseph tried to resolve this without a hearing by stipulation to the statutorily  
8 required child support obligation amount, and the fact that Joseph should prevail on the  
9 modification of child support, the Plaintiff's request for attorney's fees should be denied.

### 10 III. CONCLUSION

11 The Defendant requests this Honorable Court issue an Order as follows:

- 12 1. That the Court vacate the previous child support obligation order;
- 13 2. That the Defendant's child support obligation be reduced to the appropriate amount of
- 14 \$700 per month under pursuant to the calculations under the statute;
- 15 3. That the parties open discovery and comply with NRCP 16.2;
- 16 4. The Plaintiff take nothing by way of her countermotion; and
- 17 5. For any other relief that this Court deems fair and equitable.

18 DATED this 16th day of June, 2021.

19 Respectfully Submitted:

20 /s/Melissa M. Barry  
21 Melissa M. Barry, Esq.  
22 Nevada Bar No. 11214  
23 Attorney For Defendant  
24 JOSEPH RAUL GARCIA RODRIGUEZ  
25  
26  
27  
28

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to be served as follows:

- /s/ Melissa M Barry  
An Employee of At Ease Law

# Exhibit “A”

6/16/2021

20210615\_195351726\_001.jpg

276 276-1 C1419  
 STATEMENT OF BENEFITS  
 TEXAS WORKFORCE COMMISSION  
 PO BOX 2211  
 MC ALLEN TX 78502-2211

# Statement of Wages and Potential Benefit Amounts

Regular Unemployment Benefits:  
 Date Mailed: June 7, 2021  
 (All dates are in month/day/year order)



JOSEPH R GARCIA  
 7579 WESTHEIMER RD APT 1601  
 HOUSTON TX 77063-4507  
 |||||

Social Security Number: XXX-XX-6209

Dear JOSEPH R GARCIA

Check your records! TWC has the wages below on file for you for the four quarters of your base period. We use your base period wages to figure out whether you earned enough money to qualify for unemployment insurance benefits and how much you could receive if you are eligible. After TWC looks at whether you earned enough money to qualify, TWC looks at the reason you are no longer working to decide whether you can receive benefits. Remember, even if you earned enough wages, TWC pays benefits only if you meet the weekly requirements.

Please check the wage information carefully. If the employer name or the wage amount is incorrect, or if an employer you worked for is missing, please contact a TWC Tele-Center immediately. More information about correcting your wages is on the back of this form.

Based on the wages listed in the box below:

- ☒ You earned enough in your base period to receive unemployment benefits, if you are otherwise eligible. ☐ You did not earn enough in your base period to qualify for benefits.

EMPLOYER NAME	ST	YOUR CLAIM IS BASED ON THESE WAGES				TOTALS
		Jan-Mar 2020	Apr-Jun 2020	Jul-Sep 2020	Oct-Dec 2020	
CB&I LLC	TX	19,002.26	1,870.50	0.00	0.00	20,872.76
<b>TOTALS</b>		\$19,002	\$1,870	\$0	\$0	\$20,872

\* You will receive a separate notice explaining why we did not use these wages.

- The maximum weekly benefit amount in Texas this year is \$ 535. Based on the wages above, your weekly benefit amount is \$ 535.
- The maximum amount you could receive during your benefit year is \$ 5636.
- Your benefit year is the 52 weeks from 05-30-21 to 05-28-22.
- Keep in mind your benefits may run out before the benefit year ends.

See the back of this page for more information.

Claim ID.:	05-30-21
TWC Telephone No.:	(800)939-6631
FOR HEARING IMPAIRED CLIENTS	
Relay Texas TDD No.:	1-800-735-2989
Voice No.:	1-800-735-2988

BM100E 12/12/07

AA0112

# Exhibit “B”

**SCHEDULE 1**  
**(Form 1040)**

Department of the Treasury  
Internal Revenue Service

**Additional Income and Adjustments to Income**

▶ Attach to Form 1040, 1040-SR, or 1040-NR.  
▶ Go to [www.irs.gov/Form1040](http://www.irs.gov/Form1040) for instructions and the latest information.

OMB No. 1545-0047

**2020**

Attachment  
Sequence No. 01

Name(s) shown on Form 1040, 1040-SR, or 1040-NR

JOSEPH R. GARCIA

Your social security number  
**080-92-6209**

**Part I Additional Income**

1	Taxable refunds, credits, or offsets of state and local income taxes	1	
2a	Alimony received	2a	
b	Date of original divorce or separation agreement (see instructions) ▶		
3	Business income or (loss). Attach Schedule C	3	
4	Other gains or (losses). Attach Form 4797	4	
5	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	5	
6	Farm income or (loss). Attach Schedule F	6	
7	Unemployment compensation	7	23,470.
8	Other income. List type and amount ▶ <span style="float: right;">(SEE 118,289)</span>	8	-10,200.
9	Combine lines 1 through 8. Enter here and on Form 1040, 1040-SR, or 1040-NR, line 8	9	13,270.

**Part II Adjustments to Income**

10	Educator expenses	10	
11	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106	11	
12	Health savings account deduction. Attach Form 8889	12	
13	Moving expenses for members of the Armed Forces. Attach Form 3903	13	
14	Deductible part of self-employment tax. Attach Schedule SE	14	
15	Self-employed SEP, SIMPLE, and qualified plans	15	
16	Self-employed health insurance deduction	16	
17	Penalty on early withdrawal of savings	17	
18a	Alimony paid	18a	
b	Recipient's SSN ▶		
c	Date of original divorce or separation agreement (see instructions) ▶		
19	IRA deduction	19	
20	Student loan interest deduction	20	
21	Tuition and fees deduction. Attach Form 8879	21	
22	Add lines 10 through 21. These are your adjustments to income. Enter here and on Form 1040, 1040-SR, or 1040-NR, line 10	22	



1040

## U.S. Individual Income Tax Return

2020

OMB No. 1545-0047

Use Line Only—Do not write or stamp in this space.

Filing Status ☐ Single ☐ Married filing jointly ☐ Married filing separately (MFS) ☒ Head of household (HOM) ☐ Qualifying widow(er) (QW)

Check only one box. If you checked the MFS box, enter the name of your spouse. If you checked the HOM or QW box, enter the child's name if the qualifying person is a child but not your dependent. If:

Your first name and middle initial: JOSEPH R  
Last name: GARCIA  
Your social security number: 080-92-6209  
Spouse's social security number:

Home address (number and street). If you have a P.O. box, see instructions.  
1979 WESTHEIMER ROAD  
City, town, or post office. If you have a foreign address, also complete spaces below.  
HOUSTON TX 77063  
Foreign country name: Foreign postal code: Foreign post office:

At any time during 2020, did you receive, sell, send, exchange, or otherwise acquire any financial interest in any virtual currency? ☐ Yes ☒ No

Standard Deduction ☐ Someone can claim: ☐ You as a dependent ☐ Your spouse as a dependent ☐ Spouse itemizes on a separate return or you were a dual-status alien

Age/Blindness: You ☐ Were born before January 2, 1955 ☐ Are blind ☐ Spouse ☐ Was born before January 2, 1955 ☐ Is blind

Dependents (see instructions):  
If more than four dependents, see instructions and check box ☐

(a) First name	Last name	(b) Social security number	(c) Relationship to you	(d) <input checked="" type="checkbox"/> If qualifies for item instructions: Child tax credit	(e) Credit for other dependents
MARIELA E.	RODRIGUEZ	720-51-5226	PARENT	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1	Wages, salaries, tips, etc. Attach Form(s) W-2	20,881
2a	Tax-exempt interest	
3a	Qualified dividends	
4a	IRA distributions	
5a	Pensions and annuities	
6a	Social security benefits	
7	Capital gain or loss. Attach Schedule D if required. If not required, check box <input type="checkbox"/>	0
8	Other income from Schedule 1, line 9	13,270
9	Add lines 1, 2a, 3a, 4a, 5a, 6a, 7, and 8. This is your total income	34,151
10	Adjustments to income	
a	From Schedule 1, line 22	0
b	Charitable contributions if you take the standard deduction. See instructions.	0
c	Add lines 10a and 10b. These are your total adjustments to income	0
11	Subtract line 10c from line 9. This is your adjusted gross income	34,151
12	Standard deduction or itemized deductions from Schedule A	18,650
13	Qualified business income deduction. Attach Form 8882 or Form 8882-A	
14	Add lines 12 and 13	18,650
15	Taxable income. Subtract line 14 from line 11. If zero or less, enter -0-	15,501

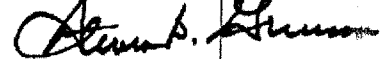
For Disclosure, Privacy Act, and Paperwork Reduction Project, see instructions.

Cat No. 152058

Form 1040 (21)

JOSEPH R. GARCIA

14	Tax (see instructions). Check if any from Form(s): <input type="checkbox"/> 9414 <input type="checkbox"/> 4872 <input type="checkbox"/> A	14	1,581
15	Amount from Schedule 2, line 3	15	0
16	Add lines 14 and 15	16	1,581
17	Child tax credit or credit for other dependents	17	500
18	Amount from Schedule 3, line 7	18	0
19	Add lines 17 and 18	19	500
20	Subtract line 19 from line 16. If zero or less, enter -0-	20	1,081
21	Other taxes, including self-employment tax, from Schedule 2, line 10	21	
22	Add lines 20 and 21. This is your total tax	22	1,081
23	Federal income tax withheld from:	23	
a	Form(s) W-2	23a	1,427
b	Form(s) 1099	23b	
c	Other forms (see instructions)	23c	
d	Add lines 23a through 23c	23d	1,427
24	2020 estimated tax payments and amount applied from 2019 return	24	
25	Earned income credit (EIC)	25	
26	Additional child tax credit. Attach Schedule 6812	26	
27	American opportunity credit from Form 8863, line 8	27	
28	Recovery rebate credit. See instructions	28	
29	Amount from Schedule 3, line 13	29	
30	Add lines 25 through 29. These are your total other payments and refundable credits	30	
31	Add lines 23d, 26, and 30. These are your total payments	31	1,427
32	If line 31 is more than line 22, subtract line 22 from line 31. This is the amount you overpaid	32	346
33	Amount of line 32 you want refunded to you. If Form 8879 is attached, check here	33	346
a	Routing number 0044111191	a	Checking <input type="checkbox"/> Savings <input type="checkbox"/>
b	Account number 98110171080192612091	b	
34	Amount of line 32 you want applied to your 2021 estimated tax	34	
35	Subtract line 33 from line 32. This is the amount you owe now	35	
36	Notes: Schedule H and Schedule SE, lines 17 and 18 may not represent all of the taxes you owe for 2020. See Schedule 3, line 12a, and its instructions for details.	36	
37	Estimated tax penalty (see instructions)	37	
38	Do you want to allow another person to discuss the return with the IRS? See instructions.	38	<input type="checkbox"/> Yes. Complete below: <input checked="" type="checkbox"/> No
39	Designee's name	39	
40	Phone no.	40	
41	Personal identification number (PIN)	41	
42	Under penalties of perjury, I declare that I have prepared this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.	42	
43	Your signature	43	
44	Date	44	
45	Your occupation	45	CONTRACTOR
46	Signature of preparer (other than taxpayer)	46	
47	Date	47	
48	Signature of preparer (other than taxpayer)	48	
49	Date	49	
50	Phone no. 702-305-4304	50	
51	Preparer's name	51	
52	Preparer's signature	52	
53	Date	53	
54	PTIN	54	
55	Check if:	55	
56	Preparer's name	56	
57	Preparer's signature	57	
58	Preparer's name	58	
59	Preparer's signature	59	



**MOT**  
GASTELUM LAW  
Jennifer Setters, Esq.  
Nevada Bar No. 13126  
721 S 6<sup>th</sup> Street  
Las Vegas, NV 89101  
P: (702) 979.1455 | F: (702) 977.5246  
E: Jenny@gastelumattorneys.com  
*Attorney for Plaintiff*

**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

**ORAL ARGUMENT REQUESTED: YES**

**MOTION TO WITHDRAW AS COUNSEL**

Counsel for Plaintiff, JENNIFER SETTERS, ESQ. moves this Court for an Order allowing counsel to withdraw as counsel for Plaintiff, ZOILA LEON-YANEZ. This Motion is based upon the attached points and authorities, exhibits, affidavit of counsel, and any oral argument to be offered at the hearing thereof.

///

///

///

1 NOTICE OF MOTION

2  
3 TO:

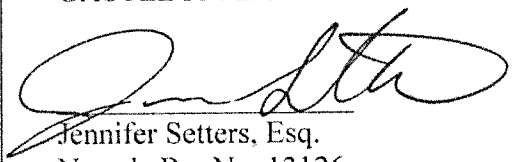
4 **ZOILA LEON-YANEZ**  
5 3401 N. Walnut Rd.  
6 Las Vegas, NV 89115  
*Plaintiff*

**MELISSA BARRY, ESQ.**  
900 E. Charleston Blvd.  
Las Vegas, NV 89104  
*Attorney for Defendant*

7 YOU, AND EACH OF YOU, please take notice of Plaintiff's Attorney's Motion to  
8 Withdraw will come on for hearing before the above-entitled court on the \_\_\_\_ day of  
9 \_\_\_\_\_, 2021 at the hour of \_\_\_\_\_. m., or as soon thereafter as counsel may be heard.

10  
11 DATED this 29<sup>th</sup> day of June 2021.

12  
13 Respectfully submitted:  
14 GASTELUM LAW

15   
16 Jennifer Setters, Esq.  
17 Nevada Bar No. 13126  
18 721 S 6<sup>th</sup> Street  
19 Las Vegas, NV 89101  
20 P: 702.979.1455 | Fax: 702.977.5246  
21 E: Jenny@gastelumlaw.com  
22 *Attorney for Plaintiff*

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## POINTS & AUTHORITIES

### I.

#### Procedural History & Facts

Plaintiff retained Mrs. Setters on or about October 5, 2020. Mrs. Setters immediately prepared and filed a Complaint for Divorce on October 19, 2020, and a Motion on January 27, 2021, and a Financial Disclosure Form on February 17, 2021. Mrs. Setters attended the parties Motion Hearing heard on March 4, 2021, Ms. Setters prepared the Order and the same was filed by the Court on March 30, 2021. Ms. Setters attended the parties Case Management Conference heard on April 28, 2021. Ms. Setters prepared and filed an Opposition on June 1, 2021, and also appeared at the parties Motion and Opposition & Countermotion Hearing both heard on June 17, 2021.

This matter is scheduled for a Calendar Call on August 31, 2021, at 11:00 a.m. and an Evidentiary Hearing on September 14, 2021 at 1:30 p.m. At this time, Plaintiff should proceed in Proper Person. Because this Motion is filed timely, it will not disadvantage nor place an undue burden on either party.

### II.

#### Points & Authorities

Regarding an attorney's ability to withdrawal, Rule 7.40 states as follows:

(a) When a party has appeared by counsel, the party cannot thereafter appear on the party's own behalf in the case without the consent of the court. Counsel who has appeared for any party must represent that party in the case and shall be recognized by the court and by all parties as having control of the case. The court in its discretion may hear a party in open court although the party is represented by counsel.

(b) Counsel in any case may be changed only:

(1) When a new attorney is to be substituted in place of the attorney withdrawing, by the written consent of both attorneys and the client, which must be filed with the court and served upon all parties or their attorneys who have appeared in the action, or

(2) When no attorney has been retained to replace the attorney withdrawing, by order of the court, granted upon written motion, and

(i) If the application is made by the attorney, the attorney must include in an affidavit the address, or last known address, at which the client may be served with notice of further proceedings taken in the case in the event the application for withdrawal is granted, and the telephone number, or last known telephone number, at which the client may be reached and



1 the attorney must serve a copy of the application upon the client and all other parties to the  
2 action or their attorneys, or

3 (ii) If the application is made by the client, the client must state in the application the  
4 address at which the client may be served with notice of all further proceedings in the case in  
5 the event the application is granted, and the telephone number, or last known telephone  
6 number, at which the client may be reached and must serve a copy of the application upon the  
7 client's attorney and all other parties to the action or their attorneys.

8 (c) No application for withdrawal or substitution may be granted if a delay of the trial or  
9 of the hearing of any other matter in the case would result.

### 10 III.

#### 11 Argument

12 Plaintiff's counsel fulfilled the obligations required within the parties' contract and now  
13 requests that her Motion be granted. Moreover, this matter will not place an undue burden on  
14 either party.

### 15 IV.

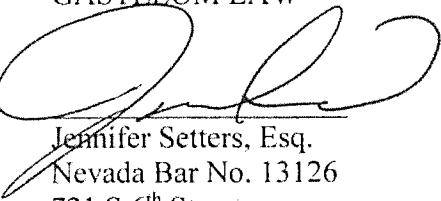
#### 16 Conclusion

17 In view of the above, Counsel requests the following relief:

- 18 1. That this Court grant this Motion to Withdraw; and
- 19 2. For any other relief that this Court deem fit and proper.

20 DATED this 29<sup>th</sup> day of June 2021.

21 Respectfully submitted:  
22 GASTELUM LAW

23   
24 Jennifer Setters, Esq.  
25 Nevada Bar No. 13126  
26 721 S 6<sup>th</sup> Street  
27 Las Vegas, NV 89101  
28 P: 702.979.1455 | Fax: 702.977.5246  
E: Jenny@gastelumlaw.com  
*Attorney for Plaintiff*

STATE OF NEVADA                    )  
  )                    ss:  
COUNTY OF CLARK                 )

1. That I am the attorney of record for Plaintiff, ZOILA LEON-YANEZ;
2. Plaintiff should proceed in Proper Person at this time;
3. Based on the foregoing, I am requesting permission from the Court to withdraw as Ms. Leon's attorney.

DATED this 29<sup>th</sup> day of June 2021.

18v:

Jennifer Setters, Esq.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am over the age of eighteen years and I am an employee of Gastelum Law PLLC. On the 29<sup>th</sup> day of June 2021, I served a true and correct copy of the **MOTION TO WITHDRAW AS COUNSEL** to all interested parties as follows:

- ☒ Electronic Service pursuant to NRCP 5, Odyssey File & Serve; and/or
- ☒ Via email;
- ☒ U.S. Mail—By depositing a true copy thereof in the U.S. mail, first class postage prepaid and addressed as listed below.

**ZOILA LEON-YANEZ**  
3401 N. Walnut Rd.  
Las Vegas, NV 89115  
[zoilaleonyanez1977@gmail.com](mailto:zoilaleonyanez1977@gmail.com)  
*Plaintiff*

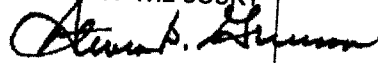
**MELISSA BARRY, ESQ.**  
900 E. Charleston Blvd.  
Las Vegas, NV 89104  
[melissa@ateaselaw.com](mailto:melissa@ateaselaw.com)  
*Attorney for Defendant*

  
An employee of **GASTELUM LAW**



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

Electronically Filed  
7/6/2021 2:23 PM  
Steven D. Grierson  
CLERK OF THE COURT



Zoila Leon-Yanez, Plaintiff  
vs.

Joseph Raul Garcia Rodriguez, Defendant.

Case No.: D-20-615905-D

Department E

**NOTICE OF HEARING**

Please be advised that the Plaintiff's Motion to Withdraw as Counsel in the above-entitled matter is set for hearing as follows:

**Date:** August 25, 2021

**Time:** 10:00 AM

**Location:** Courtroom 02  
Family Courts and Services Center  
601 N. Pecos Road  
Las Vegas, NV 89101

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

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Carmelo Coscolluela  
Deputy Clerk of the Court

**CERTIFICATE OF SERVICE**

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

By: /s/ Carmelo Coscolluela  
Deputy Clerk of the Court

AA0123

Case Number: D-20-615905-D

**ORD**  
**MELISSA M. BARRY, ESQ.**  
**At Ease Law**  
Nevada Bar No. 11214  
900 E. Charleston Blvd.  
Las Vegas, NV 89104  
(702) 602-5004  
melissa@ateaselaw.com  
Attorney for Defendant  
JOSEPH GARCIA

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

ZOILA LEON-YANEZ,	)	
	)	Case No: D-20-615905-D
Plaintiff,	)	
	)	Dept. No: E
vs.	)	
	)	Hearing Date: June 17, 2021
JOSEPH RAUL GARCIA RODRIGUEZ,	)	
	)	
Defendant.	)	Hearing Time: 9:00 a.m.

**ORDER AFTER HEARING**

This matter coming on before the Court via electronic means on the 17<sup>th</sup> day of June, 2021, at the hour of 9:00 a.m., with the above-named Plaintiff ZOILA LEON-YANEZ, present electronically, represented by her attorney JENNIFER SETTERS, ESQ., of GASTELUM LAW, also present electronically, and a Certified Court Interpreter, Juan Marquez, and Defendant, JOSEPH RAUL GARCIA RODRIGUEZ, present electronically, represented by his attorney MELISSA M. BARRY, ESQ., of AT EASE LAW, also present electronically, to consider the Defendant's Motion to Modify Child Custody and Child Support and Plaintiff's Opposition and Countermotion. The Court, having considered the Defendant's Motion, the Plaintiff's Opposition and Countermotion, and after discussion with the parties and counsel about those matters the Court deemed relevant for Orders, and being fully advised and good cause appearing, therefore the Court makes the following Orders as delineated herein.

1           **IT IS HEREBY ORDERED** that child support will be determined from the Defendant's  
2 April 20, 2021 Financial Disclosure Form and the obligation shall be \$1128.00, due on or before  
3 the last day of each month commencing May 2021 until further order of the Court.

4           **IT IS FURTHER ORDERED** these orders are temporary and subject to modification  
5 based upon proof. The Court shall reserve the right to modify both obligations based upon proof  
6 once discovery is completed, and evidence is presented.


7           **IT IS FURTHER ORDERED** discovery has been opened for some time and there is a  
8 requirement under 16.2 to comply. If there needs to be Motions to Compel, they will be  
9 considered. The issue of attorney fees shall be deferred.

10           **IT IS FURTHER ORDERED** Ms. Barry shall prepare the order and Ms. Setters shall  
11 review and sign off.

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

Dated this 20th day of July, 2021

13  
14  
15  
16           The Honorable Charles Hoskin   mb  
District Court Judge, Family Division

  
5FA 783 EF5C 2C28  
Charles J. Hoskin  
District Court Judge

17           AT EASE LAW

GASTELUM LAW

18           /s/ Melissa M. Barry  
19           **MELISSA M. BARRY, ESQ.**  
20           **At Ease Law**  
21           Nevada Bar No. 11214  
22           900 E. Charleston Blvd.  
23           Las Vegas, NV 89104  
24           (702) 692-5004  
25           [melissa@ateaselaw.com](mailto:melissa@ateaselaw.com)  
26           Attorney for Defendant

27           /s/ Jennifer Setters  
28           **JENNIFER SETTERS, ESQ.**  
              **Gastelum Law**  
              Nevada Bar No. 13126  
              721 S. 6th Street  
              Las Vegas NV 89101  
              (702)759-2605  
              [jenny@gastelumattorneys.com](mailto:jenny@gastelumattorneys.com)  
              Attorney for Plaintiff

**From:** [Jenny Setters](#)  
**To:** [Melissa Barry](#)  
**Cc:** [Berenice](#)  
**Subject:** RE: Order After Hearing Garcia 061721  
**Date:** Thursday, July 15, 2021 6:43:42 AM

---

Hi Melissa,

Page 2, line 8-9 is missing half of the sentence (If there needs to be motions to compel...). Also, please correct my firm name (Gastelum Law ----1 L). The signature part says Lin Law too. Once that's done, feel free to affix my signature!

Respectfully yours,

*Jennifer Setters*

Attorney At Law/ Abogada

**GASTELUM LAW**

721 S. 6<sup>th</sup> Street

Las Vegas, NV 89101

P: 702.979.1455 | F: 702.977.5246

E: [jenny@gastelumattorneys.com](mailto:jenny@gastelumattorneys.com)

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

**CONFIDENTIALITY NOTICE:**

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---

**From:** Melissa Barry <[melissa@ateaselaw.com](mailto:melissa@ateaselaw.com)>  
**Sent:** Tuesday, July 13, 2021 12:30 PM  
**To:** Jenny Setters <[jenny@gastelumattorneys.com](mailto:jenny@gastelumattorneys.com)>  
**Subject:** Order After Hearing Garcia 061721

Hello Jenny,

Attached please find the order from the last hearing. Please review and if it is acceptable to you, sign off. I have some disclosure that will be coming within the next week. I was just curious if you have been able to secure any of the documentation required under 16.2. Please advise.

Thank you for your time and consideration in this matter.

AA0126

Sincerely,  
Melissa

1 **CSERV**

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

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  
14 recipients registered for e-Service on the above entitled case as listed below:

Service Date: 7/20/2021

15 Jennifer Gastelum jenny@gastelumattorneys.com

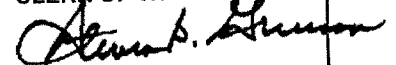
16 Berenice Magana bmagana@gastelumattorneys.com

17 Zayra Piedra zayra@gastelumattorneys.com

18 Melissa Barry melissa@ateaselaw.com

19 Melissa Barry Melissa@ateaselaw.com

20 Arriane Licodine clerk@ateaselaw.com



EXMT

MELISSA M. BARRY, ESQ  
Nevada Bar No. 11214  
AT EASE LAW  
900 E. Charleston Blvd.  
Las Vegas, NV 89104  
(702) 602-5004  
Melissa@ateaselaw.com  
*Attorney for Defendant*  
*Joseph R. Garcia Rodriguez*

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

ZOILA LEON-YANCE,  
Plaintiff,

vs.

JOSEPH RAUL GARCIA RODRIGUEZ,  
Defendant.

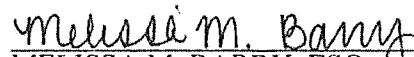
CASE NO: D-20-615905-D  
DEPT. NO: E

**EX PARTE MOTION TO CONTINUE TRIAL AND DISCOVERY DEADLINES**

COMES NOW, Defendant JOSEPH RAUL GARCIA RODRIGUEZ, by and through his attorney of record MELISSA M. BARRY, ESQ. of AT EASE LAW, and hereby moves this Court for an order continuing the trial date in this matter. The parties are still awaiting exchange of information and any related discovery that might be needed in order to develop and prepare evidence that may be crucial to the Court's determinations of fact and law in these matters. The Defendant has not been dilatory in this matter, and has requested that Plaintiff agree to a Stipulation to continue the trial however, to date, she has not agreed. In the interests of judicial economy this counsel did not want to delay making this request and in this manner the opposing party will have an opportunity to respond to this request, as she may deem appropriate.

1 This Motion to Continue Trial Date is based upon this Memorandum of Points and  
2 Authorities, the pleadings on file, the records of the Court in this matter and the Declaration of  
3 Counsel attached, as well as any arguments of counsel that Court might permit to be presented at  
4 any hearing scheduled regarding this Motion.

5 DATED this 8<sup>th</sup> day of August, 2021.

7 

MELISSA M. BARRY, ESQ  
Nevada Bar No. 11214  
AT EASE LAW  
900 E. Charleston Blvd.  
Las Vegas, NV 89104  
(702) 602-5004  
Melissa@ateaselaw.com  
Attorney for Defendant

13 I.

14 **Memorandum of Points and Authorities**

16 **Factual Background**

17 This case is one for divorce and among the matters to be determined will be child  
18 custody, support and other related relief. This counsel has requested basic and foundational  
19 records and documents, consistent with NRCP 16.2, from opposing counsel. To date, such  
20 information has not been exchanged, nor has there been any explanation as to why it has not, or  
21 cannot be, provided. At the Case Management Conference held in this matter on April 28, 2021,  
22 the issue of these disclosures was raised and the Court reasserted that the parties had a duty and  
23 obligation to disclose consistent with NRCP 16.2 and 16.205. To date the Plaintiff has produced  
24 no documents or records. Furthermore, on July 22, 2021, counsel for Plaintiff withdrew from  
25 this matter and the Plaintiff is now acting in proper person.  
26  
27  
28



1 Realizing that neither party can prepare for trial without adequate discovery disclosures  
2 and follow up investigation, and that the cutoff dates for discovery and notice are fast  
3 approaching, this counsel reached out to the Plaintiff via email and USPS first class mail,  
4 requesting she agree to a stipulation to continue the trial at least 90 (ninety) days, to permit the  
5 pursuit of discovery utilizing the more formal means available through the Nevada Rules of Civil  
6 Procedure. As the Plaintiff has not agreed to such request, it was determined that this counsel  
7 would submit the instant Motion at this time to both alert the Court of the status of these matters,  
8 and allow it and the parties to reconstruct and path that will permit proper disclosure and trial  
9 preparation.  
10

11 This relief is not being requested for the purposes of delay or to prejudice either party but  
12 rather is requested for the purpose of allowing the Court to make its decisions based upon law  
13 and fact presented as evidence, and the merits of the matters brought before it, and not upon  
14 hearsay statements, proffered claims or unverified allegations.  
15

## 16 II.

### 17 Standard of Review and Argument

18  
19 Defendant in this case has not been intentionally dilatory in requesting or securing  
20 discovery in this case. The Eighth Judicial District Court Rules permit the continuance of trial  
21 setting. It states, in relevant part:  
22

#### 23 **Rule 7.30. Motions to continue trial settings.**

24 (a) Any party may, for good cause, move the court for an order continuing the day set for  
25 trial of any cause. A motion for continuance of a trial must be supported by affidavit except  
26 where it appears to the court that the moving party did not have the time to prepare an  
27 affidavit, in which case counsel for the moving party need only be sworn and orally testify  
28 to the same factual matters as required for an affidavit. Counter-affidavits may be used in  
opposition to the motion.

1 ...  
2 (c) Except in criminal matters, if a motion for continuance is filed within 30 days before  
3 the date of the trial, the motion must contain a certificate of counsel for the movant that  
4 counsel has provided counsel's client with a copy of the motion and supporting documents.  
5 The court will not consider any motion filed in violation of this paragraph and any false  
6 certification will result in appropriate sanctions imposed pursuant to Rule 7.60.  
7 (d) No continuance may be granted unless the contents of the affidavit conform to this  
8 rule, except where the continuance is applied for in a mining case upon the special ground  
9 provided by NRS 16.020.  
10 (e) No amendments or additions to affidavits for continuance will be allowed at the  
11 hearing on the motion and the court may grant or deny the motion without further argument.  
12 (f) Trial settings may not be vacated by stipulation, but only by order of the court. The  
13 party moving for the continuance of a trial may obtain an order shortening the time for the  
14 hearing of the motion for continuance. Except in an emergency, the party requesting a  
15 continuance shall give all opposing parties at least 3 days' notice of the time set for hearing  
16 the motion. The hearing of the motion shall be set not less than 1 day before the trial.  
17 (g) When application is made to a judge, master or commissioner to postpone a motion,  
18 trial or other proceeding, the payment of costs (including but not limited to the expenses  
19 incurred by the party) and attorney fees may be imposed as a condition of granting the  
20 postponement.  
21 (h) Motions or stipulations to continue a civil trial that also seek extension of discovery  
22 dates must comply with Rule 2.35.  
23  
24 Defendant's counsel has diligently attempted, in good faith, to secure discovery and  
25 records sufficient to prepare for trial, but in the absence of any production to date from the Plaintiff,  
26 it is inconceivable to expect that a just and equitable decision would necessarily follow a trial in  
27 such circumstances. Justice manifestly requires adjudication upon the merits and as Defendant  
28 has shown, the relief requested is both appropriate and warranted.  
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III.

CONCLUSION

Therefore, based upon the facts and rules cited herein, it is requested that the Court grant the request for a continuance of the trial date and discovery deadlines and reset them for at least 90 (ninety) days from the previous date.

DATED this 2<sup>nd</sup> day of August, 2021.

  
MELISSA M. BARRY, ESQ  
Nevada Bar No. 11214  
AT EASE LAW  
900 E. Charleston Blvd.  
Las Vegas, NV 89104  
(702) 602-5004  
Melissa@ateaselaw.com  
*Attorney for Defendant*  
*Joseph R. Garcia Rodriguez*

1 **AFFIDAVIT OF MELISSA M. BARRY, ESQ. IN SUPPORT OF EX-PARTE MOTION**  
2 **TO CONTINUE TRIAL DATE AND DISCOVERY DEADLINES**  
3

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

7 I, MELISSA M. BARRY, ESQ., do hereby declare, under penalty of perjury, as follows:

- 8 1. That I am personally familiar with the facts and circumstances surrounding this  
9 matter and am competent to testify hereto.  
10  
11 2. I am an attorney admitted to practice law before all courts in the State of Nevada as  
12 well as the United States District Court for the District of Nevada.  
13  
14 3. That I am the attorney of record for the Defendant in this matter, Joseph Raul Garcia  
Rodriguez.  
15  
16 4. That in this case the matter of financial records and other discoverable evidence will  
17 be critical to the Court's determination of an equitable and just outcome.  
18  
19 5. That the Plaintiff has not, to date, produced any discoverable records or evidence to  
20 sustain or substantiate her arguments, despite requests from defense counsel made to  
21 both the Plaintiff individually, and to her former attorney in this matter.  
22  
23 6. That this counsel has communicated with the Plaintiff and requested she agree to a  
24 stipulation and order to continue the trial date and discovery deadlines.  
25  
26 7. That Plaintiff has not, to date, agreed with this request and therefore this counsel feels  
27 it prudent and timely to request the instant relief from the Court.  
28  
29 8. That this request is not done for the purpose of delay or to prejudice the other party in

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these proceedings.

FURTHER AFFIANT SAITH NAUGHT.

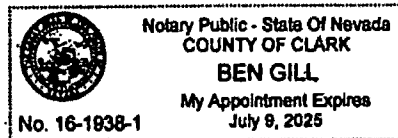
DATED this 2<sup>nd</sup> day of August, 2021.

Melissa M. Barry  
MELISSA M. BARRY

STATE OF Nevada County of Clark  
SUBSCRIBED and SWORN TO before me this 2

day of August, 2021, by Melissa M. Barry.

Ben Gill  
NOTARY PUBLIC in and for  
said County and State.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint****COURT MINUTES****August 31, 2021**

D-20-615905-D

Zoila Leon-Yanez, Plaintiff

vs.

Joseph Raul Garcia Rodriguez, Defendant.

**August 31, 2021****11:00 AM****All Pending Motions****HEARD BY:** Hoskin, Charles J.**COURTROOM:** Courtroom 02**COURT CLERK:** Tristy L. Cox**PARTIES:**

Connie Garcia, Subject Minor, not present

Donna Garcia, Subject Minor, not present

Jose Garcia, Subject Minor, not present

Joseph Garcia, Subject Minor, not present

Joseph Garcia Rodriguez, Defendant, Counter

Claimant, present

Melissa Barry, Attorney, Unbundled Attorney,  
presentMelissa Barry, Attorney, Unbundled Attorney,  
present

Zoila Leon-Yanez, Plaintiff, Counter

Defendant, present

Romeo Perez, Attorney, present

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

- EXPARTE MOTION TO CONTINUE TRIAL AND DISCOVERY DEADLINES...CALENDAR CALL (STACK #1)

Court Interpreter, Carlos Calvo, was present to assist Plaintiff. Ms. Barry's paralegal was also present. In the interest of public safety due to the Coronavirus pandemic, all parties present appeared via video conference through the BlueJeans application.

Ms. Barry stated she spoke to Mr. Perez who has not received Defendant's 16.2 disclosures from prior counsel and he is going to produce Plaintiff's 16.2 disclosures. Mr. Perez stated that is correct, he is

PRINT DATE:	08/31/2021	Page 1 of 2	Minutes Date:	August 31, 2021
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**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

new to the case, and Plaintiff understands discovery needs to be provided; therefore, he requested the trial be continued in ordinary course. Ms. Barry stated the parties have not attempted Mediation to address the custody issues. Mr. Perez stated he does not see a reason why the parties should not be referred to the Family Mediation Center (FMC).

Court NOTED this case will be one year old in October; therefore, the Court will probably not grant any further continuances.

COURT ORDERED the following:

The CALENDAR CALL is CONTINUED to December 14, 2021 at 11:00 AM. Additionally, the Non-Jury TRIAL regarding divorce, custody, and related issues currently set for September 14, 2021 at 1:30 PM is CONTINUED to January 11, 2022 at 1:30 PM (stack #1). Pre-Trial Memorandums are due December 7, 2021 and the DISCOVERY deadlines are extended accordingly to the Case Management Order filed April 28, 2021.

The parties were REFERRED to FMC for MEDIATION. Return Hearing SET on December 14, 2021 at 11:00 AM. Order for FMC Services was FILED IN OPEN COURT.

CLERK'S NOTE: a copy of the Order for FMC Services was e-mailed to both parties' attorneys and to FMC. (8/31/21 TC)

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

*Canceled: September 14, 2021 1:30 PM Non-Jury Trial*

December 14, 2021 11:00 AM Calendar Call  
Courtroom 02  
Hoskin, Charles J.

December 14, 2021 11:00 AM Return Hearing  
Courtroom 02  
Hoskin, Charles J.

January 11, 2022 1:30 PM Non-Jury Trial  
Courtroom 02  
Hoskin, Charles J.

PRINT DATE:	08/31/2021	Page 2 of 2	Minutes Date:	August 31, 2021
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**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

*Thomas B. Hoskin*  
CLERK OF THE COURT

**ORDR**

MELISSA BARRY, ESQ.  
Nevada Bar No. 11214  
AT EASE LAW  
900 E. Charleston Blvd.  
Las Vegas NV 89104  
(702)602-5004  
Melissa@ateaselaw.com  
Attorney for Defendant  
*Joseph Garcia*

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

ZIOLA LEON-YANEZ,

Plaintiff,

CASE NO: D-20-615905-D

vs.

DEPT: E

JOSEPH RAUL GARCIA RODRIGUEZ,

Defendant.

**ORDER EXTENDING PTM DEADLINE**

~~**ORDER SHORTENING TIME**~~

~~**IT IS HEREBY ORDERED** that the Defendant's Motion for an Order Shortening time  
is granted and the hearing date is \_\_\_\_\_ at \_\_\_\_\_.~~

**IT IS HEREBY ORDERED** that the deadline to file Pre-Trial Memorandums be  
extended to December 20, 2021.

Dated this 18th day of November, 2021

*Charles J. Hoskin*

CC

55B 661 DEB8 BBFD  
Charles J. Hoskin  
District Court Judge

Submitted by:

AT EASE LAW

*Melissa M. Barry*  
MELISSA BARRY, ESQ.

Nevada Bar No. 11214



1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

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 Shortening Time was served via the court's electronic eFile  
14 system to all recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 11/18/2021

16 Pearl Almazan

Pearlee702@yahoo.com

17 Rhonda Perez

rhonda@romeoperezlaw.com

18 Romeo Perez, Esq.

Romeo@romeoperezlaw.com

19 Melissa Barry

melissa@ateaselaw.com

20 Melissa Barry

Melissa@ateaselaw.com

21 Arriane Licodine

clerk@ateaselaw.com

22 Marisol Espinosa

marisol@ateaselaw.com

23 Ashley Moore

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24 Lynn Conant, Esq.

Lynn@romeoperezlaw.com

25 Yadira Santana

Yadira@romeoperezlaw.com

26 Joseph Garcia

nowonder2008@yahoo.com



MEMO  
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

DISTRICT COURT, FAMILY DIVISION  
CLARK COUNTY NEVADA

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

**PLAINTIFF'S PRETRIAL MEMORANDUM**

COMES NOW, Plaintiff, Zoila Leon Yanez, by and through her attorney,  
ROMEO R. PEREZ, ESQ., of The Law Office of Romeo R. Perez, P.C., and  
hereby submits and files this Pre-Trial Memorandum.

**I.**

**STATEMENT OF ESSENTIAL FACTS**

A. Names and ages of the parties:

1. Plaintiff, Zoila Leon Yanez, (Hereafter

1 referred to as “Zoila”), Biological Mother to the minor children.

2 2. Defendant, Joseph Raul Garcia Rodriguez, (Hereafter referred to as  
3 “Joseph”), Biological Father to the minor children.  
4

5 B. Resolved Issues, including agreed Resolution:

6 1. Child Support.  
7

8 C. Unresolved Issues:

9 1. Child Custody;  
10

11 2. Alimony;

12 3. Community property and debt division.  
13

14 D. The minor children of the relationship:

15 Donna Garcia, born March 6, 2006; Jose Raul Garcia, born July 21, 2008;  
16 and Connie Garcia, born May 21, 2010.  
17

18 E. Statement of essential Facts.

19 The parties were married on February 14, 2007 and have remained husband  
20 and wife ever since. Although the parties have been married for 15 years, the  
21 parties have been together for over 20 years. A Complaint for Divorce was filed on  
22 October 19, 2020. At the commencement of this case, the parties had four minor  
23 children from their relationship, namely: Joseph Alejandro Garcia, born January  
24 14, 2004; Donna Garcia, born March 6, 2006; Jose Raul Garcia, born July 21,  
25 2008, and Connie Garcia, born May 21, 2010. However, throughout the  
26  
27  
28

1 proceedings of this Divorce Case, Joseph Alejandro Garcia has aged out. The  
2 parties initially resided in Nebraska, and then moved to Wyoming. Zoila, and the  
3 minor children moved to Las Vegas with Defendant's consent and encouragement  
4 approximately 3 years ago. It is believed that Joseph now resides in Texas where  
5 he was found and served the Complaint and Summons. However, Defendant often  
6 travels months at a time for different work projects.  
7

8  
9 Since the filing of the Divorce Complaint, the parties have attended court.  
10 Per the Hearing on June 17, 2021. Joseph was ordered to pay child support in the  
11 amount of \$1128.00, due on or before the last day of each month commencing  
12 May 2021 until further order of the Court. To date, Joseph has not complied with  
13 this Court's order and has not paid Zoila child support for the minor children.  
14 Joseph has not spent any significant time with the minor children since Zoila and  
15 the minor children moved to Las Vegas. Zoila is the parent who has been taking  
16 care of the minor children's need, without any support from Joseph.  
17

18 Furthermore, Zoila is barely able to make ends meet and provide for the  
19 minor children. She is currently living off of credit cards and good will.  
20

21 On the other hand, Joseph has been a welder for the oil industry for at least  
22 20 years and has historically earned approximately \$130,000.00 each and every  
23 year. Defendant now attempts to misrepresent his income through his Financial  
24 Disclosure Form that was filed on April 20, 2021 and not been updated. There has  
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1 been a huge income disparity between the parties for the entirety of their marriage.

2       The parties have significant community property and Joseph has committed  
3 significant martial waste. The parties have two residential properties 420 S. Pine  
4 Street, Grand Island, Nebraska, 68801, and 103 W. Ashton Ave., Grand Island,  
5 Nebraska 68801. Throughout the course of the marriage it is believed that Joseph  
6 “sold” the property located on 420 S. Pine Street, to his friend without informing  
7 Zoila nor giving her any proceeds or interest in the property. Furthermore, each  
8 property is a rental property. Joseph has yet to provide any documents that detail  
9 how much rent is being collected in said properties. Zoila has not received her  
10 interest in the rent collected from the community properties.  
11

12       Therefore, Zoila requests this Court to grant her an order awarding her  
13 primary physical custody of the minor children, alimony, a division of the  
14 community property and debts pursuant to Nevada law, her interest in Pine Street  
15 that was sold without her knowledge nor consent, and her interest in the rent for  
16 Ashton Street that Joseph has been collecting from the rental properties.  
17 Furthermore, Joseph should be ordered to pay Zoila’s attorney’s fees and cost for  
18 bring this case to trial.  
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## II.

### ALIMONY

Zoila is requesting Alimony from Joseph. Joseph has historically earned approximately \$130,000.00 each year from the commencement of the parties' marriage. This created a huge income disparity between the parties. As such, Zoila needs financial support.

NRS 125.040 reads as follows:

1. In any suit for Divorce the court may, in its discretion, upon application by either party, and notice to the other party, require either party to pay moneys necessary to assist the other party in accomplishing one or more of the following:

- a) To provide temporary maintenance for the other party;
- b) To provide temporary support for the children of the parties; or
- c) To enable the other party to carry on or defend such suit.

2. The Court may make any order affecting property of the parties, or either of them, which it may deem necessary or desirable to accomplish the purposes of this section. Such orders shall be made by the Court only after taking into consideration the financial situation of each of the parties.

3. The Court may make orders pursuant to this section concurrently with orders pursuant to NRS 125C.0055.

NRS 125.150 also provides for the granting of Alimony or Spousal Support and attorney's fees. NRS 125.150 also provides for the granting of Alimony or Spousal Support and attorney's fees.

**NRS 125.150 Alimony and adjudication of property rights; award of attorney's fee;** Except as otherwise provided in NRS 125.155 and 125.165, and unless the action is contrary to a premarital

1 agreement between the parties which is enforceable pursuant to  
2 chapter 123A of NRS:

3 1. In granting a divorce, the court:

4 (a) May award such alimony to the wife or to the husband, in a  
5 specified principal sum or as specified periodic payments, as appears  
6 just and equitable; and

7 (b) Shall, to the extent practicable, make an equal disposition  
8 of the community property of the parties, except that the court may  
9 make an unequal disposition of the community property in such  
10 proportions as it deems just if the court finds a compelling reason to  
11 do so and sets forth in writing the reasons for making the unequal  
12 disposition.

13 ...

14 4. Except as otherwise provided in NRS 125.141, whether or  
15 not application for suit money has been made under the provisions of  
16 NRS 125.040, the court may award a reasonable attorney's fee to  
17 either party to an action for divorce.

18 5. In granting a divorce, the court may also set apart such  
19 portion of the husband's separate property for the wife's support, the  
20 wife's separate property for the husband's support or the separate  
21 property of either spouse for the support of their children as is deemed  
22 just and equitable.

23 6. In the event of the death of either party or the subsequent  
24 remarriage of the spouse to whom specified periodic payments were  
25 to be made, all the payments required by the decree must cease, unless  
26 it was otherwise ordered by the court.

27 7. If the court adjudicates the property rights of the parties, or  
28 an agreement by the parties settling their property rights has been  
approved by the court, whether or not the court has retained  
jurisdiction to modify them, the adjudication of property rights, and  
the agreements settling property rights, may nevertheless at any time  
thereafter be modified by the court upon written stipulation signed and  
acknowledged by the parties to the action, and in accordance with the  
terms thereof. ...

in determining whether to award alimony and the amount of such an  
award, the court shall consider:

(a) The financial condition of each spouse;

(b) The nature and value of the respective property of each  
spouse;

1 (c) The contribution of each spouse to any property held by the  
2 spouses pursuant to NRS 123.030;

3 (d) The duration of the marriage;

4 (e) The income, earning capacity, age and health of each  
spouse;

5 (f) The standard of living during the marriage;

6 (g) The career before the marriage of the spouse who would  
receive the alimony;

7 (h) The existence of specialized education or training or the  
8 level of marketable skills attained by each spouse during the  
marriage;

9 (i) The contribution of either spouse as homemaker;

10 (j) The award of property granted by the court in the divorce,  
11 other than child support and alimony, to the spouse who would  
receive the alimony; and

12 (k) The physical and mental condition of each party as it relates  
13 to the financial condition, health and ability to work of that spouse.

14 10. In granting a divorce, the court shall consider the need to  
15 grant alimony to a spouse for the purpose of obtaining training or  
16 education relating to a job, career or profession. In addition to any  
other factors the court considers relevant in determining whether such  
alimony should be granted, the court shall consider:

17 (a) Whether the spouse who would pay such alimony has  
18 obtained greater job skills or education during the marriage; and

19 (b) Whether the spouse who would receive such alimony  
20 provided financial support while the other spouse obtained job skills  
or education.

21 Expounding on the elements, the court articulated in Schwartz v.

22 Schwartz, seven factors to guide district courts in making alimony

23 determinations. The factors a District Court should evaluate include:  
24

- 25 1. The career of the wife before marriage
- 26 2. The duration of the marriage
- 27 3. The education level of the husband during the marriage
- 28 4. The marketability of the wife
5. The ability of the wife to support herself
6. Whether the wife stayed home to care for the children, and



1                   7. What the wife was awarded besides alimony and child  
2                   support.  
3                   Sprenger v. Sprenger, 110 Nev. 855, 859, 878 P.2d 284, 287 (1994).

4                   Under NRS 125.040 this court may grant Alimony or Spousal Support to a  
5 spouse in need. The parties were married in 2007 and have been together for over  
6 20 years. Throughout this time, Joseph was the main provider making  
7 approximately \$130,000.00 each year, while Zoila stayed home to care for the  
8 minor children. Now that the parties are no longer living together, Zoila is  
9 struggling to make ends meet while Joseph resides with his new girlfriend and  
10 provides 100% financial support for her and her mother. Therefore, Joseph should  
11 be ordered to pay \$1,500.00 in monthly alimony for 10 years.  
12  
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15                   **III.**

16                   **CHILD CUSTODY AND VISITATION**

17  
18                   In accordance with NRS 125C.0045(1)(a) which stated in pertinent part that  
19 the court may “make such an order for the custody, care, education, maintenance  
20 and support of the minor children, as appears in their best interest.” In accordance  
21 with NRS 125C.0035 and NRS 125.0045 the best interest of the child is  
22 paramount.  
23  
24

25                   NRS 125C.0035 Best interests of child: Joint physical custody; preferences;  
26 presumptions when court determines parent or person seeking custody is  
27 perpetrator of domestic violence or has committed act of abduction against  
28 child or any other child.

1. In any action for determining physical custody of a minor child, the sole  
consideration of the court is the best interest of the child. If it appears to the

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

3 ...

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

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

12 (b) To a person or persons in whose home the child has been living and  
13 where the child has had a wholesome and stable environment.

14 ...

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

17 4. In determining the best interest of the child, the court shall consider and  
18 set forth its specific findings concerning, among other things:

19 ...

20 (c) Which parent is more likely to allow the child to have frequent  
21 associations and a continuing relationship with the noncustodial parent.

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

23 (e) The ability of the parents to cooperate to meet the needs of the child...

24 (g) The physical, developmental and emotional needs of the child.

25 (h) The nature of the relationship of the child with each parent.

26 (i) The ability of the child to maintain a relationship with any sibling.

27 (j) Any history of parental abuse or neglect of the child or sibling of the  
28 Child

22 NRS125C.0045 Court orders; modification or termination of orders; form  
23 for orders; court may order parent to post bond if parent resides in or has  
24 significant commitments in foreign country.

25 1. In any action for determining the custody of a minor child, the court may,  
26 except as otherwise provided in this section and NRS 125C.0601 to  
27 125C.0693, inclusive, and chapter 130 of NRS:

28 (a) During the pendency of the action, at the final hearing or at any  
time thereafter during the minority of the child, make such an order for the  
custody, care, education, maintenance and support of the minor child as  
appears in his or her best interest ; and

1 (b) At any time modify or vacate its order, even if custody was  
2 determined pursuant to an action for divorce and the divorce was obtained  
3 by default without an appearance in the action by one of the parties.

4 The party seeking such an order shall submit to the jurisdiction of the court  
5 for the purposes of this subsection.

6 2. The court may make such an order upon the application of one of the  
7 parties or the legal guardian of the minor.

8 Any order for joint custody may be modified or terminated by the court upon  
9 the petition of one or both parents or on the court's own motion if it is  
10 shown that the best interest of the child requires the modification or  
11 termination. The court shall state in its decision the reasons for the order of  
12 modification or termination if either parent opposes it.

13 . . .

14 5. Any order awarding a party a limited right of custody to a child must  
15 define that right with sufficient particularity to ensure that the rights of the  
16 parties can be properly enforced and that the best interest of the child is  
17 achieved. The order must include all specific times and other terms of the  
18 limited rights of custody. As used in this subsection, "sufficient  
19 particularity" means a statement of the rights in absolute terms and not by  
20 the use of the term "reasonable" or other similar term which is susceptible to  
21 different interpretations by the parties.

22 An analysis of the best interest factors demonstrate as follows:

23 **Which parent is more likely to allow the child to have frequent**  
24 **associations and a continuing relationship with the noncustodial parent.**

25 Zoila has done all in her power to encourage the minor children to have a  
26 relationship with their father. It is not her intent nor wish to ostracize the minor  
27 children from their father. Zoila will continue to encourage the minor children  
28 maintain a relationship with Joseph.

//

1                   **The level of conflict between the parents.**

2                   There is a great level of conflict in this matter. Joseph has had ongoing  
3  
4                   affairs throughout the party's marriage. Joseph has left Zoila and the minor  
5                   children to fend for themselves as he supports his new girlfriend. This factor  
6  
7                   clearly favors Zoila.

8                   **The ability of the parents to cooperate to meet the needs of the child.**

9                   Zoila has been taking care of the minor children's needs without any support  
10  
11                  from Joseph. Joseph has been an absent father to the minor children for years. He  
12                  rarely calls if at all and sets clear inconsiderate restrictions including only allowing  
13  
14                  2 of the 4 children to visit him when they ask to visit. As such, Joseph is clearly  
15                  unable to meet the needs of the children as he failed to do so for the past couple of  
16  
17                  years.

18                  **The physical, developmental, and emotional needs of the child**

19                  Zoila has solely provided for the physical, developmental, and emotional  
20  
21                  needs of the minor children for the past couple of years. Joseph has been absent in  
22                  the minor children's life and has not provide said support.

23                  **The nature of the relationship of the child with each parent**

24                  The minor children have a close relationship with Zoila as she has been the  
25  
26                  one to provide for all their needs for the past couple years. The minor children  
27  
28

1 have attempted to develop a relationship; however, Joseph has refused to continue  
2 developing a relationship with the minor children.  
3

4 **The ability of the child to maintain a relationship with any sibling**

5 All the minor children, including Joseph Alejandro Garcia, the party's  
6 emancipated son, live in Las Vegas with Zoila. It would benefit the minor children  
7 to stay together, and Joseph has refused to take all three minor children for  
8 visitation.  
9  
10

11 **Any history of parental abuse or neglect of the child or a sibling of the**  
12 **child**

13  
14 None.  
15

16 Zoila has a stable and loving home where the minor children are well taken  
17 care of and healthy. The minor children are encouraged to excel and thrive in her  
18 home. Zoila does not wish to keep the minor children from Joseph and will  
19 continue to encourage the minor children to have a relationship with their father.  
20  
21 Zoila is the parent who has the children's best interest at heart; therefore, Zoila  
22 should be awarded primary custody of the minor children.  
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IV.

**TAX DEDUCTIONS/EXEMPTIONS**

Each parent shall be entitled to claim the tax exemption credit for the children that is in his/her residential care for a majority of 365 days per year. Zoila should receive the tax deduction/exemption for the minor children as primary physical custodian.

V.

**CHILD SUPPORT AND ARREARS**

Zoila is requesting primary custody of the child; therefore, Joseph should pay 26 percent of his gross monthly income per NRS 125B and NAC 425.140 which provides that child support be determined by the following criteria:

**NAC 425.140 Schedule for determining base child support obligation based on number of children and monthly gross income of obligor.** (NRS 425.620) Except as otherwise provided in NAC 425.145, the base child support obligation of an obligor must be determined according to the following schedule:

3. For three children, the sum of:

(a) For the first \$6,000 of an obligor's monthly gross income, 26 percent of such income;

(b) For any portion of an obligor's monthly gross income that is greater than \$6,000 and equal to or less than \$10,000, 13 percent of such a portion; and

(c) For any portion of an obligor's monthly gross income that is greater than \$10,000, 6 percent of such a portion.

...

On March 4, 2021, this Court determined Joseph's monthly child support obligation to be \$2,298.00. During the hearing on June 17, 2021, this Court

1 modified Joseph's monthly child support obligation to be \$1,128.00 after noting  
2 that no child support had been paid since its initial order on March 4, 2021. Despite  
3 the modification of child support, Joseph has failed to make a full child support  
4 payment. Joseph will send Zoila money from time-to-time; however, it is never the  
5 full amount ordered by this Court and it is not given on a consistent basis. The last  
6 time Joseph sent Zoila any type of support was about three months ago.  
7  
8

9  
10 Furthermore, Joseph has historically earned \$130,000.00 for the past 20  
11 years as a welder in the oil industry. Joseph now attempts to misrepresent his  
12 income through his Financial Disclosure Form that was filed on April 20, 2021.  
13 Joseph has threatened to find a job earning minimal income to give Zoila less child  
14 support. Joseph has done just that as he went from making \$130,000.00 per year, to  
15 now making \$16.00 per hour. As such, Joseph should be imputed an income of  
16 \$130,000.00 as he has been willfully underemployed and be ordered to begin  
17 paying child support immediately, along with a payment of arrears.  
18  
19

20  
21 Joseph should provide health insurance for the minor children or in the  
22 alternative pay the premium per NAC 425.135 if Zoila is able to provide it. The  
23 parties should equally divide all out-of-pocket medical expenses.  
24  
25  
26

27 //

1 VI.

2 **COMMUNITY PROPERTY AND DEBTS**

3  
4 The parties have two residential properties, 420 S. Pine Street and 103 W.  
5 Ashton Ave. both in Grand Island, Nebraska. Throughout the course of the  
6 marriage, Joseph "sold" the property located on 420 S. Pine Street to his friend  
7 without informing Zoila nor awarding her with her interest in the property. It is  
8 believed that Joseph has taken back the property from his friend and is currently  
9 receiving the rent from that property.  
10  
11

12 Furthermore, Joseph has admitted that the residential properties are rental  
13 properties. Joseph has yet to provide any documentation of how much money he  
14 has and continues to receive in rent from each property. Joseph should be ordered  
15 to disclose this information then give Zoila her interest in any and all-past rent  
16 received for the past five (5) years. Zoila should also receive her interest in Pine  
17 Street and Ashton based on the current value of the property. Alternatively, the  
18 properties should be sold and the proceeds divided accordingly.  
19  
20  
21

22 The two residential properties were bought outright with no debt attached to  
23 them. However, the homes needed to be renovated and Zoila placed the full cost of  
24 the renovations on her credit cards. Zoila is the only party paying off this debt to  
25 this date while Joseph reaps the benefits of having two renovated rental properties.  
26  
27 All debts, including but not limited to the debts Zoila has already paid off, incurred  
28



1 as a result of having the two rental properties renovated should be divided after an  
2 accounting for the rent received by Joseph.  
3

4 Furthermore, all debts incurred during the married while living together in  
5 Nebraska and other than the debt Joseph has incurred because of marital waste,  
6 should be awarded to Joseph. Joseph should be solely responsible for all debt  
7 acquired after Zoila and the minor children moved to Las Vegas.  
8

9 Zoila should be awarded the full amount in all bank accounts held in her  
10 individual name as her sole and separate property.  
11

## 12 **VII.**

### 13 **ATTORNEY'S FEES**

14 Zoila is requesting Attorney's fees and costs in this matter due to Joseph's  
15 behavior and unwillingness to help with any Child Support and has yet to comply  
16 with this Court's Order.  
17

18 Zoila is entitled to attorney's fees under NRS 18.010 provides as follows:  
19

20  
21 2. In addition to the cases where an allowance is authorized by specific  
22 statute, the court may make an allowance of attorney's fees to a prevailing  
23 party:

- 24 (a) When he has not recovered more than \$20,000.00; or  
25 (b) Without regard to the recovery sought, when court finds that the  
26 claim, counterclaim, cross-claim or third party complaint or defense  
27 of the opposing party was brought without reasonable ground or to  
28 harass the prevailing party.

1 NRS 18.010 clearly states when a complaint or defense is brought to the  
2 court without reasonable ground or to harass an award of attorney's fees and costs  
3 can be awarded to the prevailing party.  
4

5 Additionally, in the case of *Miller v. Wilfong*, 119 P.3d 272 (2005) the  
6 Nevada Supreme Court held that it is within the trial court's discretion to  
7 determine the reasonable amount of attorney's fees under a statute or rule and that  
8 in exercising its discretion, the district court must evaluate the factors set forth in  
9 *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 455 P.2d 31 (1969) it is  
10 reasonable to award attorney's fees to Zoila. Zoila's attorney is well qualified and  
11 competent with extensive experience in family law. It was necessary for her to  
12 retain the services of an attorney. These attorney's fees are very reasonable  
13 considering the amount of work performed in this case.  
14  
15  
16  
17

18 Additionally, the law in this state is clear that Zoila must be afforded her day  
19 in court to meet her adversary on an equal basis without making inroads into  
20 separate assets and savings, neither of which she has to any great extent. *Sargeant*  
21 *v. Sargeant*, 88 Nev. 223, 227, 495 P.2d 618 (1972).  
22  
23

24 Based on this information Zoila should be granted attorney's fees  
25 and costs involved in this matter pursuant to the proof at the end of the case. These  
26 fees should be made judgment and collectable by any and all legal means.  
27  
28

VIII.

**LIST OF WITNESSES**

Plaintiff intends to call the following witnesses:

1. Zoila Leon Yanez  
c/o Law Office of Romeo R. Perez, P.C.  
1621 East Flamingo Road, Suite 15A  
Las Vegas, Nevada 89119

It is anticipated Zoila's testimony will include, but not limited to, the facts and circumstances surrounding this subject Divorce case.

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

It is anticipated Joseph's testimony will include, but not limited to, the facts and circumstances surrounding this subject Divorce case.

3. Zoila reserves the right to supplement her list of witnesses.
4. Any and all witnesses provided by Joseph.
6. Any and all rebuttal witnesses necessary.

X.

**LIST OF EXHIBITS**

Exhibit	Description	Bate-stamp No.
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1.	2018 W-2	00001-00004
2.	2017 W-2	00005-00008
3.	Defendant's Paystubs from Bilfinger Westcon INC	00009-00012
4.	Pictures of Plaintiff spending time with the children	00013-00023
5.	Prior Sales and Transactions for property on 420 S. Pine Street, Grand Island, Ne. 68801	00024
6.	Plaintiff's The Home Depot Credit Card Statements for Accounts Ending in: 1693; and 4523	0025-00157
7.	Plaintiff's Energy Statements for Accounts Ending in: 509-2; 715-3; 971-9; and 689-7	00158-00185
8.	Defendant's Utility Statements for Accounts Ending in: 2300; and 0200	00186-00192
9.	Plaintiff's Payments for Labor Work Paid to Workers	00193- 00203
10.	Plaintiff's Bank of America for Accounts Ending in: 8503; 2909; and 2515	00204-00207
11.	Plaintiff's Citi Credit Card Bank Statement for Account Ending in 1056	00208- 00209
12.	Plaintiff's Discover Credit Card Bank Statement for Account Ending in 4486	00210-00211
13.	Plaintiff's Sam's Club Credit Card Statement for Account Ending in 8831	00212
14.	Plaintiff's Wells Fargo Loan to Pay Taxes on Property	00213-00225
15.	Plaintiff Receipt on Taxes Property for Peggy Pesek and Hall County Treasurer	00226-00230
16.	Plaintiff's Blue Federal Credit Union Loan and Security Agreement	00231-00241
17.	Plaintiff's Menards Statement for Account Ending in 8226	00242-00254
18.	Before Photographs for Property Located on 420 N Pine St	00255-00263
19.	After Photographs for Property Located on 420 N. Pine St	00264-00269

20.	Before Photographs for Property Located on 103 W Ashton Ave	00270-00277
21.	After Photographs for Property Located on 103 W Ashton Ave	00278-00285
22.	Photographs of Changes to Meter on Property Located on 420 N Pine St and 103 W Ashton Ave	00286-00289

Plaintiff reserves the right to supplement her list of Exhibits as this matter progresses forth.

# **XI.**

## **LENGTH OF TRIAL**

Length of Trial: One-half (1/2) day setting on April 19, 2022.

DATED this 4<sup>th</sup> day of April, 2022

Respectfully submitted by:

The Law Offices Of Romeo R. Perez, P.C.

By: /s/ Romeo R. Perez

ROMEO R. PEREZ, ESQ.

Nevada Bar Number 8223

1621 East Flamingo Road, Suite 15A

Las Vegas, Nevada 89119

Tel: (702) 214-7244

Attorney for Plaintiff

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## CERTIFICATE OF MAILING/SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of The Law Offices of Romeo R. Perez, P.C. that on this 4<sup>th</sup> day of April 2022. I caused the above and foregoing document entitled Pre-Trial Memorandum to be served as follows:

[ ] by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or

[ ] by emailing it directly to the Plaintiff at counsel's known email address:

[X] Pursuant to EDCR 7.26, to be sent via facsimile; and/or

[ ] to be hand-delivered;

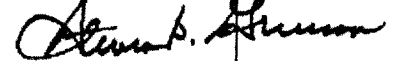
to the person listed below at his last known address and/or facsimile number indicated below:

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

Email: nowonder2008@yahoo.com

/s/ Yadira Santana

An employee of Romeo R. Perez, P.C.



SCH  
Romeo R. Perez, Esq.  
Nevada Bar No. 8223  
The Law Office of Romeo R. Perez, P.C.  
1621 East Flamingo Road, Suite 15-A  
Las Vegas, Nevada 89119  
Tel: (702) 214-7244  
Fax: (702) 214-7248  
E-mail: Romeo@romeoperezlaw.com  
Attorney for Plaintiff  
ZOILA LEON YANEZ

DISTRICT COURT, FAMILY DIVISION  
CLARK COUNTY, NEVADA

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

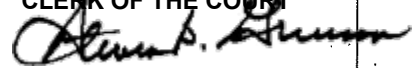
**SCHEDULE OF ARREARS FOR CHILD SUPPORT**

COMES NOW Plaintiff, Zoila Leon Yanez, by and through her undersigned  
counsel, Romeo R. Perez, Esq., of The Law Offices of Romeo R. Perez, P.C., and  
hereby submits this Schedule of Arrears for Child Support

///

///

///



1 GAYLE NATHAN, ESQ.  
2 State Bar No. 4917  
3 BONANZA LEGAL GROUP  
4 3591 E. Bonanza Road, 2<sup>nd</sup> Fl  
5 Las Vegas, NV 89110  
6 Phone (702) 405-1576  
7 attorney@bonanzalegal.com  
8 Attorneys for Defendant

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

9 ZOILA LEON-YANEZ,  
10 Plaintiff,

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

11 vs.

12 JOSEPH RAUL GARCIA  
13 RODRIGUEZ,  
14 Defendant.

**TRANSCRIPT OF PROCEEDINGS  
RE: HEARING HELD April 5, 2022**

15 Defendant Joseph Raul Garcia, by and through his attorney, Gayle Nathan  
16 Esq., of Bonanza Legal Group, hereby submits the Rev.com transcription of the  
17 hearing held in this matter on April 5, 2022, the date set for the Calendar Call.

18  
19 **DATED** this 7<sup>th</sup> day of February, 2022 February, 2023.  
20

21  
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, 2<sup>nd</sup> Floor  
Las Vegas, NV 89110



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[ ] 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.

**ZOILA LEON-YANEZ**  
**3401 N. WALNUT RD.,**  
**LAS VEGAS, NV 89115**

**/s/ Lisa Silon**  
An Employee of Bonanza Legal Group

1  
2 COURT REPORTER: On the record.

3 JUDGE HOSKIN: Okay, we are on the record in  
4 615905. Leon Yanez and Garcia Rodriguez. Mr. Perez.

5 MR. PEREZ: Hey, good morning, Judge. Romeo  
6 Perez. Binder number 8223 on behalf of Zoila Leon  
7 Yanez. She is present in my office with the use of the  
8 Court certified interpreter, Carlos Caravel.

9 INTERPRETER: Carlos Caravel, 0272.

10 JUDGE HOSKIN: All right, thank you. We are  
11 on today for calendar call. I'm sorry, is the  
12 defendant present?

13 MR. PEREZ: I -- I have not heard from the  
14 defendant at all, Judge. And he has not had any  
15 contact with the children, hasn't paid child support,  
16 so I don't know where he is.

17 JUDGE HOSKIN: Okay. I know his attorney,  
18 unbundled attorney, withdrew back in December. Have  
19 you had any contact with defendant since then?

20 MR. PEREZ: Judge, my client has not. We did  
21 send some discovery and quite candidly he did respond,  
22 so that was my last contact with him.

23 JUDGE HOSKIN: Okay. So certainly, Mr. Perez,  
24 I don't need to explain to you that 8002.69 permits us,

1 if -- if a party fails to appear at a calendar call, to  
2 simply take evidence and resolve the issues essentially  
3 under a prove-up. Is that what you're asking me to do  
4 today?

5 MR. PEREZ: We could, Judge, that would --  
6 yes, Judge, we are asking for you to -- to take the  
7 prove-up.

8 JUDGE HOSKIN: Okay. Let's - let's get your  
9 client sworn in and we can take some testimony so that  
10 I can resolve the outstanding issues.

11 COURT REPORTER: You do solemnly swear the  
12 testimony you're about to give in this action shall be  
13 the truth, the whole truth, and nothing but the truth,  
14 so help you God?

15 MS. YANEZ: Yes.

16 COURT REPORTER: Thank you.

17 JUDGE HOSKIN: All right. Mr. Perez, do you  
18 want to -- to canvass your client?

19 MR. PEREZ: I will, Judge. Thank you.

20 DIRECT EXAMINATION

21 BY MR. PEREZ:

22 Q Thank you. Ma'am, you are Zoila Leon Yanez,  
23 the plaintiff in this case, married to Joseph Raul  
24 Garcia Rodriguez?

1           A     Yes.

2           Q     And you were married on or about February 14,  
3 2017 and you have remained husband and wife since that  
4 time?

5           A     Yes.

6           Q     And there are three minor children born of  
7 this marriage, that's Donna Garcia, Jose Raul Garcia  
8 and Connie Garcia; is that correct?

9           A     Yes, and Joseph Garcia, too.

10          Q     I'm sorry?

11                INTERPRETER:  They have four, Joseph Garcia,  
12 too.

13          Q     Right.  But Joseph is -- is now an adult; is  
14 that correct?

15          A     Yeah, yeah, yeah.

16          Q     Okay, so -- and you are asking for primary  
17 physical custody at this time?

18          A     Yes, sole custody.

19          Q     And you understand that any visitation would  
20 be up to your discretion; is that correct?

21          A     Yes.

22          Q     And you would be asking for sole legal custody  
23 of the children to make decisions for the children  
24 since you have not heard from Joseph; is that correct?

1 A Yes.

2 Q Okay. And Zoila you are -- you believe that  
3 that would be in the best interest of the child -- the  
4 children?

5 A I have offer to have visitation, he has never  
6 responded. For five years he hasn't seen the children.

7 Q Okay.

8 A I think it is in the best interest.

9 Q Okay, thank you. And this Court has  
10 previously ordered child support in the amount of  
11 \$1,128 since June 17, 2021. Have you received any of  
12 that money for child support?

13 A Not complete. No. Just a little bit of that.

14 Q And you're asking the Court for arrears back  
15 to that date?

16 A Yes.

17 Q And there is also a child support court, the  
18 DA's helping you collect this money; is that correct?

19 A Yes, they have helped me. It's been five  
20 years.

21 Q Okay, but the DA's office is helping you  
22 collect the money; is that correct?

23 A Yes.

24 Q Okay. All right. And there are -- there are

1 two homes in this case; is that correct?

2 A Yes.

3 Q One home is at 420 South Pine Street in Grand  
4 Island, Nebraska.

5 A Yep.

6 Q And the other one is at 103 West Ashton Avenue  
7 --

8 A Yes.

9 Q -- in Grand Island, Nebraska?

10 A Yes.

11 Q And you have made significant improvements to  
12 those homes; is that correct?

13 A Yes. I did a total reform.

14 Q A complete remodel for both of those homes?

15 A Yes.

16 Q And did -- did Joseph help you with the  
17 payment of all of -- any of that remodeling?

18 A No.

19 Q Okay. And are you asking for both of those  
20 properties to be awarded in your name as your sole and  
21 separate property?

22 A Whatever the judge deems appropriate, yes.

23 Q But you would like for -- you would like to  
24 have both houses in your name; is that correct? That

1 is your request today?

2 A Yes.

3 Q Okay. And you're also asking that Joseph pay  
4 for one half of the remodel cost; is that correct?

5 A Yes.

6 Q And can you tell the Court what that remodel  
7 cost was?

8 A One was \$45,000, the other one was over  
9 \$30,000.

10 Q And these are in documents that you presented  
11 to Mr. Joseph already; is that correct?

12 A Yes.

13 Q Okay. Now, you -- can you tell me in your  
14 time of marriage with Joseph, what his annual income  
15 was prior to your separation?

16 A It varies, last time he was with me, it varies  
17 between \$130,000 to \$190,000.

18 Q And what has your -- what has your income been  
19 during the marriage?

20 A When you were -- when he was with me?

21 Q Yes.

22 A It wasn't much because I was taking care of  
23 the children, so I -- I didn't work long hours, but I -  
24 - I -- I made very little, but when we separated, I

1 started making more money.

2 Q Now, Zoila, can you tell me what is your level  
3 of education?

4 A 12th grade.

5 Q 12th grade. And Zoila, are you currently  
6 working?

7 A No, for now.

8 Q And do you have any special training or  
9 certificates that would help you to get a job?

10 A No.

11 Q Okay. And you're asking for alimony today?

12 A Yes.

13 Q And you believe that \$1,500 per month for 10  
14 years is reasonable, based on an income of over \$10,000  
15 a month for Joseph; is that correct?

16 A Okay.

17 Q And you're asking to -- you're asking for a  
18 reimbursement of attorney's fees in the amount of  
19 \$5,500? And you're asking for --

20 A Yes.

21 Q And you're asking for a divorce today because  
22 you have become incompatible in marriage and don't  
23 believe there's any chance of reconciliation?

24 A No. None.



1 Q And you are not now pregnant?

2 A No.

3 Q And there were no other children adopted of  
4 this marriage; is that correct?

5 A No.

6 MR. PEREZ: With that, Judge, we would submit.  
7 EXAMINATION

8 BY JUDGE HOSKIN:

9 Q Ma'am, how long have you been residing in  
10 Nevada?

11 A Two years.

12 Q And the proposed asset and debt distribution  
13 is -- is a fair and equal distribution of the assets  
14 and debts of the community?

15 A I don't understand that.

16 Q The -- you're asking that you be granted the  
17 two houses, and I'm presuming because I've read the  
18 pretrial memorandum that he's receiving the monies that  
19 he already received from the other residence. Is that  
20 a correct statement?

21 A He's receiving all the rents for those  
22 properties by himself. He doesn't give me anything.

23 Q Yes ma'am, but you're asking me to give you  
24 those two residences, so the rent will no longer be

1 received, didn't he -- didn't he sell the Pine Street  
2 property already?

3 A I don't think so.

4 MR. PEREZ: Judge, the -- this is a case where  
5 dad sold the property after mom had tried to -- had  
6 remodeled it and then his -- something happened with  
7 his friend, so he took the property back.

8 JUDGE HOSKIN: Right, but --

9 MR. PEREZ: So the properties are both in  
10 their name.

11 JUDGE HOSKIN: But the concern I have, Mr.  
12 Perez, is that it -- from what I've heard from your  
13 client, the parties -- the community consists of two  
14 residences and I'm giving them both to her. And then  
15 she wants me to compensate her for upgrades on those  
16 residences that she's taking total control over. And  
17 I'm just trying to understand how that's a distribution  
18 of the community.

19 MR. PEREZ: So Your Honor, the -- the -- we're  
20 not making a claim on the back rent that dad has -- and  
21 I apologize, that Joseph has received for these years  
22 without any compensation to mom.

23 JUDGE HOSKIN: Yeah, but --

24 MR. PEREZ: But in that regard, he will have

1 kept thousands of dollars -- I can have her testify as  
2 to the amount of rents.

3 JUDGE HOSKIN: Mr. Perez, what I'm looking for  
4 is a confirmation that it's -- that it complies with  
5 the distribution of community property that Nevada  
6 requires. That's all I'm looking for.

7 MR. PEREZ: So Zoila, can you tell me what the  
8 rents are for each of the properties?

9 JUDGE HOSKIN: Mr. Perez, that's not going to  
10 work because there's a community and the presumption is  
11 that the community funds were used for community  
12 purposes. Unless you can trace them and indicate how,  
13 somehow, he wasted community assets on something other  
14 than a community purpose then certainly that testimony  
15 would be beneficial, but otherwise, it's like earning  
16 an income. You don't have to -- to -- to trace every  
17 dollar of income you earn, it's -- you've got to trace  
18 the other side of it because the presumption is that it  
19 was used for community purpose.

20 MR. PEREZ: I understand, Judge, and perhaps -  
21 - perhaps I can explain the -- the property to you a  
22 little better. I didn't understand it myself until we  
23 were able to notice that the Ashton Street property  
24 address and the Pine Street property address' are a

1 corner, so it's actually one building.

2 JUDGE HOSKIN: Okay, so are we giving him the  
3 Pure Street address? What are we giving him?

4 MR. PEREZ: We're letting him keep all the  
5 prior rents as his -- as his property. She's going to  
6 be able to keep the -- the houses now, going forward.

7 JUDGE HOSKIN: Can she testify that the  
8 distribution that's being proposed is a fair and equal  
9 distribution of the assets and debts of the community?  
10 Okay.

11 THE WITNESS: Yes.

12 JUDGE HOSKIN: All right. Anything else,  
13 counsel?

14 MR. PEREZ: That's it, Judge.

15 JUDGE HOSKIN: All right. And I find that I  
16 have personal and subject matter jurisdiction in this  
17 case. The plaintiff's entitled -- I'm sorry, the --  
18 yeah, the plaintiff's entitled to full and final Decree  
19 of Divorce based on the terms and conditions that have  
20 been -- that will be placed on the record today. The  
21 Court finds it's in the children's best interest that  
22 we maintain the temporary custodial orders as permanent  
23 orders and those custodial orders granted sole legal  
24 custody of the children to the mother as well as

1 primary physical custody to the mother. As far as  
2 child support, we're going to continue to maintain the  
3 child support order the Court put in place as a  
4 temporary order, maintaining it as a permanent order  
5 moving forward until further order of the Court. The  
6 Court finds it appropriate based upon the evidence  
7 presented that the -- that the plaintiff be awarded  
8 spousal support in the amount of \$1,500 per month for a  
9 period of 10 years. As far as the asset and debt  
10 distribution, the Court will confirm the proposal that  
11 was placed on the record based upon the fact that the  
12 testimony received was that it is an equitable  
13 distribution of the assets and debts of the community.  
14 Beyond that, each party would be responsible for any  
15 asset and debt in their own name that has not been  
16 referenced at this point. As far as child support  
17 arrears, it appears there are some arrears that are due  
18 and owing. Mr. Perez, I didn't see a schedule, so if  
19 you can prepare a schedule and include those arrears  
20 supported by that schedule and the decree that you  
21 prepare, we can go ahead and make that happen. The  
22 Court also finds that it's appropriate based upon the  
23 failure to participate at the defendant as well as the  
24 sergeant analysis, that fees in the amount of \$5,500

1 will be awarded to the plaintiff, reduced to judgments  
2 bearing interest at a legal rate until paid in full and  
3 be collected by any lawful means, as will the arrears  
4 amount that we end up entering as a result of the  
5 schedule that will be prepared. I'm not going to  
6 require a reimbursement of the remodel costs, mainly  
7 because I'm awarding those assets in their entirety  
8 along with future rents to the plaintiff. So again,  
9 we've got a presumption the community went for  
10 community, so I don't find a basis to reimburse those  
11 at this point in time. Mr. Perez, I'll ask you to  
12 prepare a final decree and we'll close the case once we  
13 get that decree.

14 MR. PEREZ: Thank you, Judge. Will do.

15 JUDGE HOSKIN: Thank you.

16 (HEARING CONCLUDED)  
17

1 attached as Exhibit "A."

2 Dated this \_12<sup>th</sup> \_\_\_\_ day of April, 2022.

3 Respectfully submitted,

4  
5 The Law Office of Romeo R. Perez, P.C.

6  
7  
8 By: /s/Romeo R. Perez  
9 Romeo R. Perez, Esq.  
10 Nevada Bar Number: 8223  
11 1621 East Flamingo Road, Suite 15A  
12 Las Vegas, Nevada 89119  
13 Tel: (702) 214-7244  
14 Attorney for Plaintiff  
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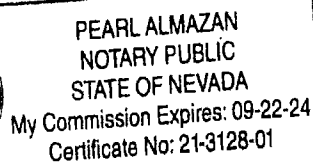
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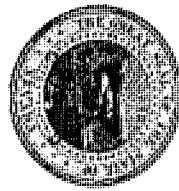
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# Exhibit "A"

Exhibit "A"		
SCHEDULE OF CHILD SUPPORT		
Date	Amount Owed	Amount Paid
June 1, 2021	\$1,128.00	\$200.00
July 1, 2021	\$1,128.00	\$738.24
August 1, 2021	\$1,128.00	\$1041.24
September 1, 2021	\$1,128.00	\$462.08
October 1, 2021	\$1,128.00	\$780.93
November 1, 2021	\$1,128.00	\$1041.24
December, 2021	\$1,128.00	\$1041.24
January 1, 2022	\$1,128.00	\$987.39
February 1, 2022	\$1,128.00	\$572.68
March 1, 2022	\$1,128.00	\$25.85
April 1, 2022	\$1,128.00	\$00.00
Total	\$12,408.00	\$6,890.89
Total amount of Arrears	\$5,517.11.00	
	Plus interest and Penalties	

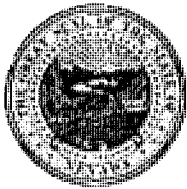


**PAYMENT RECORD as of 2022-04-11**

Payments Received between 1999-01-01 and 2022-04-11

**SUMMARY for LEON YANEZ, ZOILA OBDULIA**

Case ID	NCP Full Name	Total Monthly Amount Owed	Total Disbursed to Custodian	Total Retained by the State
655610400A	GARCIA RODRIGUEZ, JOSEPH RAUL	\$1,240.80	\$6,890.89	\$0.00
	Sum:	\$1,240.80	\$6,890.89	\$0.00



# Nevada Child Support Enforcement

PAYMENT RECORD as of 04-11-2022

Payments Received between 01-01-1999 and 04-11-2022

Total Number of Cases Retrieved: 1

Payee:

LEON YANEZ, ZOILA OBDULIA

Case ID:

655610400A

NCP Name:

GARCIA RODRIGUEZ, JOSEPH RAUL

Case Status:

ACTIVE

Docket Number: D-20-615905-D

Statement prepared by: HOEFSPA

Cur Order Eff Date: 07-20-2021

Payment Total for

Requested Time frame:

\$6,890.89

## CURRENT MONTH OBLIGATION

Provision Type	Current Support	Arrears	Total Monthly Amount
Child Support	\$1,128.00	\$112.80	\$1,240.80

## PAYMENTS RECEIVED BETWEEN 01-01-1999 AND 04-11-2022

#	Distribution Date	Distribution Amount	Order Eff Date	Applied to Provision	Disbursed To
1	03-10-2022	\$25.85	07-20-2021	Child Support	CUSTODIAN
2	02-10-2022	\$286.34	07-20-2021	Child Support	CUSTODIAN
3	02-03-2022	\$286.34	07-20-2021	Child Support	CUSTODIAN
4	01-27-2022	\$260.31	07-20-2021	Child Support	CUSTODIAN
5	01-20-2022	\$260.31	07-20-2021	Child Support	CUSTODIAN
6	01-13-2022	\$206.46	07-20-2021	Child Support	CUSTODIAN
7	01-06-2022	\$260.31	07-20-2021	Child Support	CUSTODIAN
8	12-30-2021	\$260.31	07-20-2021	Child Support	CUSTODIAN
9	12-23-2021	\$260.31	07-20-2021	Child Support	CUSTODIAN
10	12-16-2021	\$260.31	07-20-2021	Child Support	CUSTODIAN
11	12-02-2021	\$260.31	07-20-2021	Child Support	CUSTODIAN
12	11-25-2021	\$260.31	07-20-2021	Child Support	CUSTODIAN
13	11-18-2021	\$260.31	07-20-2021	Child Support	CUSTODIAN
14	11-11-2021	\$260.31	07-20-2021	Child Support	CUSTODIAN
15	11-04-2021	\$260.31	07-20-2021	Child Support	CUSTODIAN
16	10-28-2021	\$260.31	07-20-2021	Child Support	CUSTODIAN
17	10-21-2021	\$260.31	07-20-2021	Child Support	CUSTODIAN
18	10-14-2021	\$260.31	07-20-2021	Child Support	CUSTODIAN
19	09-09-2021	\$201.77	07-20-2021	Child Support	CUSTODIAN
20	09-02-2021	\$260.31	07-20-2021	Child Support	CUSTODIAN
21	08-26-2021	\$260.31	07-20-2021	Child Support	CUSTODIAN
22	08-19-2021	\$153.28	07-20-2021	Child Support	CUSTODIAN
23	08-16-2021	\$107.03	07-20-2021	Child Support	CUSTODIAN
24	08-12-2021	\$260.31	07-20-2021	Child Support	CUSTODIAN
25	08-05-2021	\$260.31	07-20-2021	Child Support	CUSTODIAN
26	07-29-2021	\$438.24	07-20-2021	Child Support	CUSTODIAN
27	07-19-2021	\$300.00	03-30-2021	Child Support	CUSTODIAN
28	06-28-2021	\$200.00	03-30-2021	Child Support	CUSTODIAN
Grand Total:		\$6,890.89			

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**CERTIFICATE OF MAILING/SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of The Law Offices of Romeo R. Perez, P.C. that on this 12th\_ day of April 2021. I caused the above and foregoing document entitled Schedule of Arrears For Child Support to be served as follows:

☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or

☐ Pursuant to EDCR 7.26, to be sent via facsimile; and/or

☒ Pursuant to EDCR 7.26 and NEFCR Rule 9.1, to be sent via e-mail and/or via Wiznet; and/or

☐ to be hand-delivered;

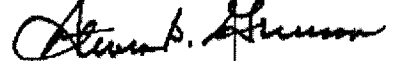
to the person listed below at their last known address and/or facsimile number indicated below:

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, P.C.



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,  
Plaintiff,

vs.

JOSEPH RAUL GARCIA  
RODRIGUEZ,

Defendant,

Case No.: D-20-615905-D

Dept.: E

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

TO: ALL INTERESTED PARTIES:

YOU WILL PLEASE TAKE NOTICE that on the 27<sup>th</sup> 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

10 Please take notice that Romeo R. Perez, ESQ., hereby withdraws as attorney  
11 for Plaintiff, Zoila Leon Yanez, whose last known address is 3401 N. Walnut Rd.  
12 Las Vegas, Nevada 89115.  
13

14 DATED this 27<sup>th</sup> 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  
27  
28

1 **CERTIFICATE OF SERVICE/MAILING**

2  
3 Pursuant to NRCp 5(b), I certify that I am an employee of The Law Offices  
4 of Romeo R. Perez, P.C. and that on this 27<sup>th</sup> day of April, 2022. I mailed a true  
5 and complete copy of the above and foregoing document entitled NOTICE of  
6 ENTRY of DECREE OF DIVORCE and WITHDRAWAL of ATTORNEY to the  
7 following individuals at their last known addresses, first- class postage fully  
8 prepaid thereon, by placing the same in the United States Mail at Las Vegas,  
9 Nevada address follows:  
10

11 Zoila Leon-Yanez  
12 3401 N. Walnut Rd.  
13 Las Vegas, Nevada 89115

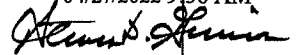
14 And

15  
16 Joseph Raul Garcia Rodriguez  
17 7979 Westheimer Rd Apt 1601  
18 Houston, TX 77063

Email: nowonder2008@yahoo.com

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24 s/Pearl Almazan  
25 An employee of Romeo R. Perez, Esq.  
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28



  
CLERK OF THE COURT

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,

13 Plaintiff,

14 vs.

15 JOSEPH RAUL GARCIA  
16 RODRIGUEZ,

17 Defendant,

Case No.: D-20-615905-D

Dept.: E

18 **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

25 Matter was proved-up and pursuant to EDCR 2.69, the Court made the  
26 following findings and Orders:  
27

28 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 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 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Mom  
12  
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  
17 cooperate in obtaining health insurance for the minor children. That any party  
18 incurring an out of pocket medical, dental, optical, orthodontic, or other health  
19 related expense for the child will provide a copy of the paid invoice/receipt to the  
20 other party within thirty (30) days of incurring such expense; and if not tendered  
21 within the thirty (30) day period, the Court may consider it as a waiver of the right  
22 to reimbursement. The other party will have thirty (30) days from receipt within  
23 which to dispute the expense in writing or reimburse the incurring party for one-  
24 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 *Carli*  
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

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 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

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

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1           **IT IS FINALLY ORDERED, ADJUDGED AND DECREED** that the  
2 bonds of matrimony heretofore and now existing between the Parties, Plaintiff,  
3 Zoila Leon Yanez and Defendant, Joseph Raul Garcia Rodriguez be, and the same  
4 are hereby wholly dissolved; and an absolute Decree of Divorce is hereby granted  
5 to the Parties, and each of them; and each of the parties is hereby restored to the  
6 status of a single, unmarried person.  
7

8  
9           Dated this 27th day of April, 2022

10             
11

12  
13           C88 B7C 038C 9539  
14           Charles J. Hoskin  
15           District Court Judge

mb

16           Respectfully submitted by:

17           The Law Offices of Romeo R. Perez

18  
19           By: /s/ Romeo R. Perez  
20           Romeo R. Perez, Esq.  
21           Nevada Bar No.: 8223  
22           1621 E. Flamingo Rd., Ste. 15A  
23           Las Vegas, Nevada 89119  
24           Phone: (702) 214-7244  
25           Attorney for Defendant  
26           Zoila Leon Yanez  
27  
28



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



GAYLE NATHAN, ESQ.  
Nevada Bar No. 4917  
BONANZA LEGAL GROUP  
3591 East Bonanza Road, 2<sup>nd</sup> Floor  
Las Vegas, NV 89110  
Telephone: (702) 405-1576  
attorney@bonanzalegal.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

**MOTION TO SET ASIDE THE  
DECREE OF DIVORCE FILED  
ON 4/27/2022**

TO: ZOILA LEON-YANEZ, Plaintiff

**NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN  
RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT  
AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR  
RESPONSE WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT OF  
THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH  
THE CLERK OF THE COURT WITHIN FOURTEEN (14) DAYS OF  
YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE  
REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT  
HEARING PRIOR TO THE SCHEDULED HEARING DATE**

1 Comes now Defendant, JOSEPH RAUL GARCIA RODRIGUEZ with  
2 his Motion to set aside the Decree of Divorce under NRCP 60(b).

3 This motion is based upon the papers and pleadings on file and any  
4 argument at the time of hearing.

5 DATED this 4<sup>th</sup> day of May, 2022

6  
7 Respectfully Submitted by:

8  
9 /s/ Gayle Nathan  
10 **GAYLE NATHAN, ESQ.**  
11 Nevada Bar No. 4917  
12 BONANZA LEGAL GROUP  
3591 East Bonanza Road, 2<sup>nd</sup> Floor  
Las Vegas, NV 89110  
Attorney for Defendant

13 **POINTS AND AUTHORITIES**  
14 **FACTS**

15 This matter came before the Court on April 5, 2022 for a Calendar Call.  
16 The Defendant, who currently resides in Texas did not appear by Blue Jeans or in  
17 Court. Defendant was aware that a trial date was set for April 19, 2022 and he  
18 planned to participate in the trial, as there were property issues that needed to be  
19 adjudicated.

20 Although he had been represented by counsel, his attorney, Melissa M.  
21 Barry, withdrew and an Order was filed on 12/14/2021 permitting the withdrawal.  
22 Thereafter, Defendant was without counsel.

23 At the hearing on 12/14/2021, the Plaintiff requested a continuance and the  
24 Court set a new calendar call for April 5, 2022 and a trial date of April 19, 2022.

25 The Court also ordered that the Pre-Trial Memos will be due by 3/29/2022.

26 Defendant did not understand what a pre-trial memo was or his duty to  
27 produce or file one. He also did not understand that he had to appear at the  
28

1 Calendar Call. Whether this is a failing of his prior counsel; a failure due to  
2 English not being his first language; or the fact that his was simply lost as a pro  
3 per litigant, the fact is he was focused on the trial and was shocked to hear that  
4 the trial had been cancelled and hired counsel to have the Decree set aside when  
5 he was informed as to what had been ordered.

6 On April 8, 2021 Defendant through his counsel filed a Case Management  
7 Conference Statement. Therein, there was discussion of the Nebraska properties;  
8 a fraudulent transfer by Plaintiff; and, he referenced the property in Nebraska in  
9 his Answer and Counter Claim, alleging that Plaintiff engaged in fraud in respect  
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11 The Plaintiff has alleged that Defendant's earnings are \$130,000 annually.  
12 This is not true. Defendant has filed a General Financial Disclosure Form  
13 concurrent with this Motion. Therein he states that he is not currently employed.  
14 He is driving for UBER (thus self-employed) and grossed \$9,063.09 from  
15 February 9, 2022 to May 2, 2022. His expenses over that period of time were  
16 approximately \$3,266.49 (dividing the 12 month average by 12 then multiplying  
17 by 3.) therefore his net from driving Uber for three months is \$1,932 per month.

18 The Court awarded Plaintiff spousal support of \$1500 per month: 4:15-19  
19 of Decree of Divorce.

20 The Court awarded the two Nebraska properties to Plaintiff as her sole and  
21 separate property without dividing the equity of the properties to both parties.  
22 4:20-25 of Decree of Divorce.

23 The Court then made an award of attorney fees to Mr. Perez of \$5,000  
24 without requiring him to submit a Brunzell Brief supported by an invoice of his  
25 fees to ascertain the reasonableness of said fees.

26 Finally, the support for four children is set at \$1128; his child support,  
27 calculated at 28% of \$1932 should be \$541.  
28

1 Below, Defendant asks the Court to set aside the property and support  
2 orders while maintaining a status divorce.

### 3 LEGAL ARGUMENT

4 Defendant is entitled to relief pursuant to NRCP 60 (b)1 or (6) :

5 **(a)Corrections Based on Clerical Mistakes; Oversights and**  
6 **Omissions.** The court may correct a clerical mistake or a mistake  
7 arising from oversight or omission whenever one is found in a  
8 judgment, order, or other part of the record. The court may do so on  
9 motion or on its own, with or without notice. But after an appeal has  
10 been docketed in the appellate court and while it is pending, such a  
11 mistake may be corrected only with the appellate court's  
12 leave.**(b)Grounds for Relief From a Final Judgment, Order, or**  
13 **Proceeding.** On motion and just terms, the court may relieve a party  
14 or its legal representative from a final judgment, order, or proceeding  
15 for the following reasons:(1) mistake, inadvertence, surprise, or  
16 excusable neglect;(2) newly discovered evidence that, with  
17 reasonable diligence, could not have been discovered in time to move  
18 for a new trial under Rule 59(b);(3) fraud (whether previously called  
19 intrinsic or extrinsic), misrepresentation, or misconduct by an  
20 opposing party;(4) the judgment is void;(5) the judgment has been  
21 satisfied, released, or discharged; it is based on an earlier judgment  
22 that has been reversed or vacated; or applying it prospectively is no  
23 longer equitable; or(6) any other reason that justifies  
24 relief.**(c)Timing and Effect of the Motion.(1)Timing.** A motion  
25 under Rule 60(b) must be made within a reasonable time-and for  
26 reasons (1), (2), and (3) no more than 6 months after the date of the  
27 proceeding or the date of service of written notice of entry of the  
28 judgment or order, whichever date is later. The time for filing the  
motion cannot be extended under Rule 6(b).**(2)Effect on**  
**Finality.** The motion does not affect the judgment's finality or  
suspend its operation.**(d)Other Powers to Grant Relief.** This rule  
does not limit a court's power to:(1) entertain an independent action  
to relieve a party from a judgment, order, or proceeding;(2) upon  
motion filed within 6 months after written notice of entry of a default  
judgment is served, set aside the default judgment against . a  
defendant who was not personally served with a summons and  
complaint and who has not appeared in the action, admitted service,

1 signed a waiver of service, or otherwise waived service; or(3) set  
2 aside a judgment for fraud upon the court.(e)**Bills and Writs**  
3 **Abolished.** The following are abolished: bills of review, bills in the  
4 nature of bills of review, and writs of coram nobis, coram vobis, and  
5 audita querela.

*Nev. R. Civ. P. 60*

6 Defendant simply made a mistake in thinking he did not have to  
7 appear at the calendar call. He did not realize that a default would be taken  
8 against him. He was without counsel at that time and simply did not  
9 understand the consequences. He immediately retained counsel to go back  
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11 Subsection (6) is cited as the case law supports a ruling that even in  
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14 In **Blanco vs. Blanco, 129 Nev. Adv. Op. 77, 311 P. 3d 1170**  
15 **(2013)** the Nevada Supreme Court stated that even with a default, the  
16 law must be followed in dividing community property and debt:

17 With property division in particular, however, we conclude that  
18 community property and debt must be divided in accordance with the  
19 law. NRS 125.150(1)(b) requires the court to make an equal  
20 disposition of property upon divorce, unless the court finds a  
21 compelling reason for an unequal disposition and sets forth that  
22 reason in writing. The equal disposition of community property may  
23 not be dispensed with through default. Even jurisdictions that have  
24 permitted the entry of a default divorce decree as a discovery  
25 sanction require the district court to make independent findings on  
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27 *Dethloff v. Dethloff*, 574 N.W.2d 867, 872 (N.D.1998), the North  
28 Dakota Supreme Court held that a default judgment against the  
husband was an appropriate sanction in a divorce proceeding,  
however, the lower court could not simply accept the wife's proposed

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2 to the value of the marital estate and give some explanation as to why  
3 the division was equitable under the law. Likewise, in [311 P.3d  
4 1176]

5 Draggoo v. Draggoo, 223 Mich.App. 415, 566 N.W.2d 642, 648–49  
6 (1997), the Michigan Court of Appeals held that the husband could  
7 be denied participation in the adjudication of the property division as  
8 a sanction for his discovery abuses when the trial court nonetheless  
9 entered findings on the value of the marital property and made an  
10 equitable division in accordance with the law. We find these  
11 authorities persuasive.

12 There is no language in the Decree to suggest that the Court was  
13 sanctioning Defendant for his non-appearance except for the attorney fee  
14 award it states, “[T]hat under Sargeant v. Sargeant and Defendant’s failure  
15 to participate, attorney fees apply.”  
16

17 The Decree of Divorce does not reflect that any analysis was given to the  
18 Nebraska properties values. Defendant submits that each has a similar amount of  
19 equity to the other, and he asks to have them equally divided at time of trial or to  
20 have 420 S. Pine awarded to him as his sole and separate property.

21 Additionally, as the Court can see from his Financial Disclosure Form, he  
22 has \$58,936 in debt which is a triable issue.

23 **SPOUSAL and CHILD SUPPORT:**

24 In her list of Exhibits Plaintiff listed W-2s from 2017 and 2018. If these are  
25 her proof of Defendant’s earnings, they are not competent proof as to what he is  
26 earning now. They are four and five years old. The parties have been separated  
27 for four years so the Plaintiff has not idea of his true earnings.  
28

1 Defendant has asked that the Property and Support portions of the Decree  
2 be set aside, including the support provisions, subject to proof at trial.

3 **CONCLUSION**

4 There is a basis for setting aside the Default Decree of Divorce, or at least  
5 the property and support portions while maintaining a status divorce. As set forth  
6 above, Defendant was not aware that it was critical for him to attend the Calendar  
7 Call. He was aware of the trial date, and immediately retained counsel when he  
8 learned it had been canceled and the divorce issues had been decided at the  
9 calendar call.

10 Additionally, Blanco v Blanco supports the argument that even in a default the  
11 law must be followed and there must be an equal division of community  
12 property, which did not happen here.

13 Dated this 5th day of May, 2022

14 /s/ Gayle Nathan

15 GAYLE NATHAN, ESQ.

16 Nevada Bar No. 4917

17 BONANZA LEGAL GROUP

18 3591 East Bonanza Road, 2<sup>nd</sup> Floor

19 Las Vegas, NV 89110

20 Telephone: (702) 405-1576

21 attorney@bonanzalegal.com

22 Attorney for Defendant



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1. I am the Defendant in the above captioned case and make this Declaration in support of the Motion to Set Aside the Decree of Divorce.
2. I have read the Motion set forth above and the facts set forth therein are true unless stated upon information and belief and then I believe them to be true.

**/s/ JOSEPH RAUL GARCIA RODRIGUEZ**

JOSEPH RAUL GARCIA RODRIGUEZ

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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of the **BONANZA LEGAL GROUP** and that on this **5<sup>th</sup> day of May, 2022**, I caused the **MOTION TO SET ASIDE THE DECREE OF DIVORCE FILED ON 4/27/2022** to be served as follows:

☐ 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 placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada.

☐ pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means.

☐ by First Class, Certified U.S. Mail.

To the person(s) listed below at the address, email address, and/or facsimile number indicated:

**ZOILA LEON-YANEZ**

**3401 N. Walnut Rd.**

**Las Vegas NV 89115**

**/s/ Gayle Nathan**

**An Employee of Bonanza Legal Group**

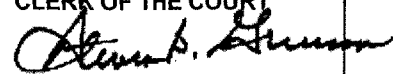
**From:** Joseph Alejandro  
**To:** Gayle Nathan  
**Cc:** nowonder2008@yahoo.com  
**Subject:** Re: yOUR SIGNATURE  
**Date:** Thursday, May 5, 2022 10:29:11 AM

---

You have my permission to use my e-signature to sign my Declaration on my Motion.

Joseph R Garcia.

El jueves, 5 de mayo de 2022, 12:23:44 p. m. CDT, Gayle Nathan <attorney@bonanzalegal.com> escribió:



CONFIL  
GAYLE NATHAN, ESQ.  
Nevada Bar No. 4917  
BONANZA LEGAL GROUP  
3591 East Bonanza Road, 2<sup>nd</sup> Floor  
Las Vegas, NV 89110  
Telephone: (702) 405-1576  
attorney@bonanzalegal.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

**HEARING REQUESTED**  
**MOTION TO SET ASIDE THE**  
**DECREE OF DIVORCE FILED**  
**ON 4/27/2022**

TO: ZOILA LEON-YANEZ, Plaintiff

**NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE**

Comes now Defendant, JOSEPH RAUL GARCIA RODRIGUEZ with his Motion to set aside the Decree of Divorce under NRCP 60(b).

1 This motion is based upon the papers and pleadings on file and any  
2 argument at the time of hearing.

3 DATED this 10<sup>th</sup> day of May, 2022  
4

5 Respectfully Submitted by:

6  
7 /s/ Gayle Nathan  
8 **GAYLE NATHAN, ESQ.**  
9 Nevada Bar No. 4917  
10 BONANZA LEGAL GROUP  
3591 East Bonanza Road, 2<sup>nd</sup> Floor  
Las Vegas, NV 89110  
Attorney for Defendant

11 **POINTS AND AUTHORITIES**  
12 **FACTS**

13 This matter came before the Court on April 5, 2022 for a Calendar Call.  
14 The Defendant, who currently resides in Texas did not appear by Blue Jeans or in  
15 Court. Defendant was aware that a trial date was set for April 19, 2022 and he  
16 planned to participate in the trial, as there were property issues that needed to be  
17 adjudicated.

18 Although he had been represented by counsel, his attorney, Melissa M.  
19 Barry, withdrew and an Order was filed on 12/14/2021 permitting the withdrawal.  
20 Thereafter, Defendant was without counsel.

21 At the hearing on 12/14/2021, the Plaintiff requested a continuance and the  
22 Court set a new calendar call for April 5, 2022 and a trial date of April 19, 2022.

23 The Court also ordered that the Pre-Trial Memos will be due by 3/29/2022.

24 Defendant did not understand what a pre-trial memo was or his duty to  
25 produce or file one. He also did not understand that he had to appear at the  
26 Calendar Call. Whether this is a failing of his prior counsel; a failure due to  
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1 per litigant, the fact is he was focused on the trial and was shocked to hear that  
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3 he was informed as to what had been ordered.

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6 a fraudulent transfer by Plaintiff; and, he referenced the property in Nebraska in  
7 his Answer and Counter Claim, alleging that Plaintiff engaged in fraud in respect  
8 to said property.

9 The Plaintiff has alleged that Defendant's earnings are \$130,000 annually.  
10 This is not true. Defendant has filed a General Financial Disclosure Form  
11 concurrent with this Motion. Therein he states that he is not currently employed.  
12 He is driving for UBER (thus self-employed) and grossed \$9,063.09 from  
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14 approximately \$3,266.49 (dividing the 12 month average by 12 then multiplying  
15 by 3.) therefore his net from driving Uber for three months is \$1,932 per month.  
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17 The Court awarded Plaintiff spousal support of \$1500 per month: 4:15-19  
18 of Decree of Divorce.

19 The Court awarded the two Nebraska properties to Plaintiff as her sole and  
20 separate property without dividing the equity of the properties to both parties.  
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22 The Court then made an award of attorney fees to Mr. Perez of \$5,000  
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24 fees to ascertain the reasonableness of said fees.

25 Finally, the support for four children is set at \$1128; his child support,  
26 calculated at 28% of \$1932 should be \$541.

27 Below, Defendant asks the Court to set aside the property and support  
28 orders while maintaining a status divorce.

## LEGAL ARGUMENT

Defendant is entitled to relief pursuant to NRCp 60 (b)1 or (6) :

**(a) Corrections Based on Clerical Mistakes; Oversights and Omissions.** The court may correct a clerical mistake or a mistake arising from oversight or omission whenever one is found in a judgment, order, or other part of the record. The court may do so on motion or on its own, with or without notice. But after an appeal has been docketed in the appellate court and while it is pending, such a mistake may be corrected only with the appellate court's leave.**(b) Grounds for Relief From a Final Judgment, Order, or Proceeding.** On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons: **(1)** mistake, inadvertence, surprise, or excusable neglect; **(2)** newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b); **(3)** fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party; **(4)** the judgment is void; **(5)** the judgment has been satisfied, released, or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable; or **(6)** any other reason that justifies relief. **(c) Timing and Effect of the Motion. (1) Timing.** A motion under Rule 60(b) must be made within a reasonable time-and for reasons (1), (2), and (3) no more than 6 months after the date of the proceeding or the date of service of written notice of entry of the judgment or order, whichever date is later. The time for filing the motion cannot be extended under Rule 6(b). **(2) Effect on Finality.** The motion does not affect the judgment's finality or suspend its operation. **(d) Other Powers to Grant Relief.** This rule does not limit a court's power to: **(1)** entertain an independent action to relieve a party from a judgment, order, or proceeding; **(2)** upon motion filed within 6 months after written notice of entry of a default judgment is served, set aside the default judgment against a defendant who was not personally served with a summons and complaint and who has not appeared in the action, admitted service, signed a waiver of service, or otherwise waived service; or **(3)** set aside a judgment for fraud upon the court. **(e) Bills and Writs Abolished.** The following are abolished: bills of review, bills in the

1 nature of bills of review, and writs of coram nobis, coram vobis, and  
2 audita querela.

3 *Nev. R. Civ. P. 60*

4 Defendant simply made a mistake in thinking he did not have to  
5 appear at the calendar call. He did not realize that a default would be taken  
6 against him. He was without counsel at that time and simply did not  
7 understand the consequences. He immediately retained counsel to go back  
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1 the division was equitable under the law. Likewise, in [311 P.3d  
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3 Draggoo v. Draggoo, 223 Mich.App. 415, 566 N.W.2d 642, 648–49  
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22 In her list of Exhibits Plaintiff listed W-2s from 2017 and 2018. If these are  
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27 Defendant has asked that the Property and Support portions of the Decree  
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1                   **CONCLUSION**

2           There is a basis for setting aside the Default Decree of Divorce, or at least  
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7 calendar call.

8           Additionally, Blanco v Blanco supports the argument that even in a default  
9 the law must be followed and there must be an equal division of community  
10 property, which did not happen here.

11  
12   /s/ Gayle Nathan

13   **GAYLE NATHAN, ESQ.**  
14   Nevada Bar No. 4917  
15   **BONANZA LEGAL GROUP**  
16   3591 East Bonanza Road, 2<sup>nd</sup> Floor  
17   Las Vegas, NV 89110  
18   Telephone: (702) 405-1576  
19   attorney@bonanzalegal.com  
20   Attorney for Defendant  
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1. I am the Defendant in the above captioned case and make this Declaration in support of the Motion to Set Aside the Decree of Divorce.
2. I have read the Motion set forth above and the facts set forth therein are true unless stated upon information and belief and then I believe them to be true.

**/s/ JOSEPH RAUL GARCIA RODRIGUEZ**

JOSEPH RAUL GARCIA RODRIGUEZ

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[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.

[ ] pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means.

To the person(s) listed below at the address, email address, and/or

ZOILA LEON-YANEZ  
3401 N. Walnut Road  
Las Vegas, NV 89115

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

Electronically Filed  
5/11/2022 9:14 AM  
Steven D. Grierson  
CLERK OF THE COURT



Zoila Leon-Yanez, Plaintiff

Case No.: D-20-615905-D

vs.

Joseph Raul Garcia Rodriguez, Defendant.

Department E

**NOTICE OF HEARING**

Please be advised that the Defendant's Motion to Set Aside the Decree of Divorce  
Filed on 4/27/2022 in the above-entitled matter is set for hearing as follows:

**Date:** June 21, 2022

**Time:** 9:00 AM

**Location:** Courtroom 02  
Family Courts and Services Center  
601 N. Pecos Road  
Las Vegas, NV 89101

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

STEVEN D. GRIERSON, CEO/Clerk of the Court

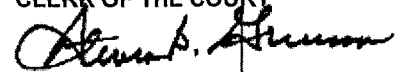
By: /s/ Brionna Bowen  
Deputy Clerk of the Court

**CERTIFICATE OF SERVICE**

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

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

AA0215



OPP  
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  
E-mail: Info@romeoperezlaw.com  
Attorney for Plaintiff

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

ZOILA LEON-YANEZ	)	
	)	CASE NO.: D-20-615905-D
Plaintiff,	)	
	)	DEPT. NO.: E
vs.	)	
	)	Date of Hearing: 06/21/2022
JOSEPH RAUL GARCIA	)	
RODRIGUEZ	)	Time of Hearing: 9:00 AM
	)	
Defendant.	)	Oral Argument Requested: <u>Yes</u>

**PLAINTIFF'S OPPOSITION AND OBJECTION TO DEFENDANT'S  
MOTION TO SET ASIDE THE DECREE OF DIVORCE FILED  
ON 4/27/2022 AND PLAINTIFF'S COUNTERMOTION TO AMEND  
DECREE OF DIVORCE, FOR A BEHAVIOR ORDER, FOR ATTORNEY'S  
FEES AND COSTS AND RELATED RELIEF**

COMES NOW Plaintiff, Zoila Leon-Yanez (hereafter referred to as  
"Zoila"), by and through her attorney, Romeo R. Perez, Esq., of the Law Offices of  
Romeo R. Perez, P.C., and hereby submits Plaintiff's Opposition and Objection to  
Defendant's Motion To Set Aside The Decree Of Divorce Filed On 4/27/2022 And

1 Defendant's Countermotion To Amend Decree Of Divorce, For A Behavior Order,  
2 For Attorney's Fees and Costs And Related Relief. This opposition is made and  
3 based upon the attached Points and Authorities, the papers, and pleadings on file in  
4 this case, and oral arguments of counsel at the hearing on the motion.  
5

- 6 1. That Defendant, Joseph Raul Garcia Rodriguez's, (Hereafter referred  
7 to as "Joseph") Motion To Set Aside The Decree Of Divorce Filed On  
8 4/27/2022 be Denied;  
9
- 10 2. That Zoila's, Countermotion to amend the Decree of Divorce and for  
11 Attorney's Fees and Costs be granted;  
12
- 13 3. That the parties' Decree of Divorce filed on April 27, 2022, be  
14 preserved;  
15
- 16 4. That Zoila be allowed to amend the Decree of Divorce to correct  
17 Defendant's address;  
18
- 19 5. That the Court issue a Behavioral Order between the parties, their  
20 families and renters effective immediately.  
21
- 22 6. For Zoila's Attorney's Fees and Costs incurred herein; and  
23
- 24 7. For such other and further relief as this Honorable Court may deem  
25 just and proper under the circumstances.

This Motion is made and based upon all the papers and pleadings on

///  
25

1 file the attached affidavit and is made in good faith and not to delay justice.

2 Dated this 10 day of June, 2022.

3 Respectfully submitted,

4 The Law Offices of Romeo R. Perez, P.C.

5  
6 By: /s/ Romeo R. Perez

7 Romeo R. Perez, Esq.

8 Nevada Bar No. 8223

9 1621 East Flamingo Road, Suite 15A

10 Las Vegas, Nevada 89119

11 Tel: (702) 214-7244

12 Attorney for Plaintiff



1  
2  
3 **NOTICE OF COUNTERMOTION**

4 **TO: All parties.**

5 **YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE** that the  
6 undersigned will bring Plaintiff's Opposition and Objection to Defendant's Motion  
7 To Set Aside The Decree Of Divorce Filed On 4/27/2022 And Defendant's  
8 Countermotion To Amend Decree Of Divorce, For A Behavior Order, For  
9 Attorney's Fees and Costs And Related Relief on for hearing before the Court at  
10 the Courtroom of the above entitled Court on the 21st day of June, 2022, at the  
11 hour of 9:00 a.m. of said day, in Department E of said Court.

12 Dated this 10 day of June 2022.

13 Respectfully submitted,

14 The Law Offices of Romeo R. Perez, P.C.

15  
16  
17 By: /s/ Romeo R. Perez

18 Romeo R. Perez,  
19 Nevada Bar No. 8223  
20 1621 East Flamingo Road, Suite 15A  
21 Las Vegas, Nevada 89119  
22 Tel: (702) 214-7244  
23 Attorney for Plaintiff  
24  
25

**I.**  
**POINTS AND AUTHORITIES**  
**FACTS AND LEGAL ARGUMENT**

**PLAINTIFF'S OPPOSITION AND OBJECTION TO DEFENDANT'S**  
**MOTION TO SET ASIDE THE DECREE OF DIVORCE**  
**FILED ON 4/27/2022**

The Parties were divorced via Decree of Divorce (Hereafter referred to as "Decree") on April 5, 2022. The Decree was filed on April 27, 2022.

Contrary to Defendant, Joseph Raul Garcia Rodriguez's (hereafter referred to as "Joseph") Motion, he was well aware of all pending court dates. He did receive the court dates through his former counsel of record and also because he was in court. He admits this in his Motion. He states he knew of the court date but didn't know he had to attend. Clearly, Joseph made a conscious decision *not* to attend the hearing. Again, Joseph was present via Blue Jeans and received all the court dates. His Motion states he is not an attorney and is not familiar with the law but alleged ignorance is not an excuse especially when it is willful. Joseph is held to the same standards as an attorney when acting in proper person.

At the December 14, 2021, hearing, Joseph stated he did not oppose his attorneys withdraw from his case. He further stated that he was in the process of obtaining new counsel. Joseph's current address and E-mail were clarified and included in the last filing for record. All parties were given the court dates and told

1 to be prepared. Joseph was told by the court if he planned to obtain counsel, he  
2 needed to be ready to go.

3 In accordance with EDCR 2.69, if a party does not appear for the Calendar  
4 Call, the Court can take evidence and resolve the issues. The Court is within its  
5 power to proceed with a Prove Up Hearing. A Decree of Divorce was filed  
6 according to the terms of the Prove Up Hearing. Child support was previously  
7 calculated according to the Financial Disclosure Form submitted by Joseph on  
8 April 20, 2021. On June 17, 2021, the Court made awarded Zoila \$1,128.00 per  
9 month in child support:  
10  
11

12 "IT IS HEREBY ORDERED that child support will be determined  
13 from the Defendant's April 20, 2021, Financial Disclosure Form and the  
14 obligation shall be \$1128.00, due on or before the last day of each month  
15 commencing May 2021 until further order of the Court.  
16

17 June 17, 2021, Order, Page 2, Lines 1-4

18 The Court made the temporary child support Order the final Order. This  
19 amount was not based on \$130,000.00 or any other figure; it was based on what  
20 was provided by Joseph himself. Furthermore, Joseph made no attempts to  
21 challenge the child support Order after the court made the award. He simply didn't  
22 pay it which led to the award of child support arrears of \$5,517.00. Now Joseph  
23 states his income is only \$1,932.00 per month as an Uber driver. Clearly Joseph is  
24  
25

1 willfully underemployed. He was earning this much per week in April 2021  
2 according to furnished bank statements working as a welder and pipe fitter. He  
3 only stopped working as a welder after Zoila filed for divorce and requested child  
4 support.

5  
6 The Court also awarded Zoila Spousal Support of \$1,500.00 per month for  
7 10 years after discussion of each parties earning potential during the marriage and  
8 after. Joseph is a trained welder who according to his bank statements can earn  
9 approximately \$1,600.00 per week. If he works both as a welder and pipe fitter, he  
10 receives 2 pay checks.

11  
12 There was a discussion of community property and the court's concern  
13 regarding distribution of said property being a fair and equal distribution of the  
14 assets. April 5, 2022, Prove Up Hearing Video at time starting 11:20. The Court  
15 questioned Zoila and clarified the property type, improvements and money  
16 invested solely by Zoila to renovate. After discussion, the court awarded Zoila the  
17 properties. She retained all credit card debt that resulted from the cost to renovate  
18 and maintain the properties. Joseph retained all funds solely collected in rent to  
19 date.

20  
21  
22 Joseph fails to state the violations of the Joint Preliminary Injunctions he  
23 committed by transferring the Pine property back and forth to Rodolfo Antonio  
24 Alarcon then to Elsa Gonzalez his wife. Zoila doesn't know how Joseph was able  
25

1 to transfer the property without her permission. She did not participate in this  
2 action making it a violation of the JPI.

3 The Court further found it appropriate due to Joseph's failure to appear and  
4 participate that Zoila receive an award of Attorney's fees of \$5,500.00 and under  
5 *Sargeant v. Sargeant*.  
6

7 Joseph is requesting the Decree be set aside regarding the properties and  
8 support orders in accordance with NRCP 60(b)1 or (6) :  
9

10 **(a)Corrections Based on Clerical Mistakes; Oversights and Omissions.**

11 The court may correct a clerical mistake or a mistake arising from oversight  
12 or omission whenever one is found in a judgment, order, or other part of the  
13 record. The court may do so on motion or on its own, with or without notice.  
14 But after an appeal has been docketed in the appellate court and while it is  
15 pending, such a mistake may be corrected only with the appellate court's  
16 leave. **(b)Grounds for Relief From a Final Judgment, Order, or**

17 **Proceeding.** On motion and just terms, the court may relieve a party or its  
18 legal representative from a final judgment, order, or proceeding for the  
19 following reasons:(1) mistake, inadvertence, surprise, or excusable  
20 neglect;(2) newly discovered evidence that, with reasonable diligence, could  
21 not have been discovered in time to move for a new trial under Rule  
22 59(b);(3) fraud (whether previously called intrinsic or extrinsic),  
23 misrepresentation, or misconduct by an opposing party;(4) the judgment is  
24 void;(5) the judgment has been satisfied, released, or discharged; it is based  
25 on an earlier judgment that has been reversed or vacated; or applying it  
prospectively is no longer equitable; or(6) any other reason that justifies  
relief.**(c)Timing and Effect of the Motion.(1)Timing.** A motion under Rule  
60(b) must be made within a reasonable time-and for reasons (1), (2), and  
(3) no more than 6 months after the date of the proceeding or the date of  
service of written notice of entry of the judgment or order, whichever date is  
later. The time for filing the motion cannot be extended under Rule  
6(b).**(2)Effect on Finality.** The motion does not affect the judgment's  
finality or suspend its operation.**(d)Other Powers to Grant Relief.** This rule  
does not limit a court's power to:(1) entertain an independent action to  
relieve a party from a judgment, order, or proceeding;(2) upon motion filed

1 within 6 months after written notice of entry of a default judgment is served,  
2 set aside the default judgment against . a defendant who was not personally  
3 served with a summons and complaint and who has not appeared in the  
4 action, admitted service, signed a waiver of service, or otherwise waived  
5 service; or(3) set aside a judgment for fraud upon the court.(e)**Bills and**  
6 **Writs Abolished.** The following are abolished: bills of review, bills in the  
7 nature of bills of review, and writs of coram nobis, coram vobis, and audita  
8 querela.

9 *Nev. R. Civ. P. 60*

10 There can be no relief from judgment because there is no mistake,  
11 inadvertence, excusable neglect, or fraud in this case per NRCP Rule 60. In this  
12 case, there is no reason to set aside the Decree. Joseph knew about the court dates.  
13 He admits this in his Motion. His defense is that he didn't know the consequences  
14 of his failure to appear would result in a default against him. This does not fall  
15 under the requirements of Rule 60. This is not an excusable reason. His request to  
16 have the community property reopened because it was not equitably distributed is  
17 also inaccurate. This issue was discussed as referenced above. The amount of  
18 credit card debit Zoila has due to renovating the properties along with all rents  
19 solely collected by Joseph were all factors in the decision. Joseph filed the instant  
20 Motion to Set Aside the Decree in order to cure his own failures.

21 Zoila also requests the instant motion be dismissed as it fails to comply with  
22 EDCR 5.506. It has been well over 3 days from the filing of this Motion. Joseph  
23 references a Financial Disclosure in his Motion but has yet to provide it or file it  
24 with the court per EDCR 5.507 states:  
25

1 **Financial disclosure required for motions involving money.** Unless  
2 otherwise ordered by the court, or otherwise required by another rule or  
3 statute:

4 (a) A General Financial Disclosure Form (GFDF) must be filed in  
5 support of any motion or countermotion that includes a request to establish  
6 or modify child support, spousal support, fees and allowances, exclusive  
7 possession of a residence, or any matter involving money to be paid by a  
8 party.

9 (b) A GFDF must be filed in support of any opposition to a motion or  
10 countermotion described in section (a).

11 (c) All financial disclosures must be filed on the form(s) specified by the  
12 NRCP.

13 (d) A financial disclosure must be filed within 3 days of the filing of the  
14 motion, countermotion, or opposition it supports, and may only be filed in  
15 open court with leave of the judge upon a showing of excusable delay.

16 (e) Every GFDF filing shall include copies of the filing party's 3 most  
17 recent paycheck stubs (or equivalent).

18 (f) An assertion within a motion, opposition, or countermotion that there  
19 has been no material change in a financial disclosure filed within the  
20 preceding 6 months satisfies this rule.

21 (g) The court may construe any motion, opposition, or countermotion  
22 not supported by a timely, complete, and accurate financial disclosure as  
23 admitting that the positions asserted are not meritorious and cause for entry  
24 of orders adverse to those positions, and as a basis for imposing sanctions.

25 (h) In paternity matters, or post judgment family division matters, only  
the case information, household, and income and expense sections of the  
GFDF need be completed. For good cause shown, the court may require a  
party to complete the remaining portions of the GFDF.

(i) For good cause shown, the court may require a party to file a  
Detailed Financial Disclosure Form (DFDF).

[Added; effective January 27, 2017; amended; effective January 1,  
2020.]

Absent this information, by Joseph's own admission his instant motion  
should be considered meritless and therefore denied. His refusal to comply with  
the Court's Orders and per EDCR 5.507 appropriate attorney's fees and sanctions  
should be awarded to Zoila.

1 It is abundantly clear that Joseph's motion fails to meet the burden of NRCP  
2 60 as such the Decree should remain a final order. Joseph's own actions are the  
3 result of this motion; therefore, he should pay her own attorney's fees and costs  
4 incurred in this matter.  
5

6 **II.**

7 **AND PLAINTIFF'S COUNTERMOTION TO AMEND DECREE**  
8 **OF DIVORCE, FOR A BEHAVIOR ORDER, FOR ATTORNEY'S FEES**  
9 **AND COSTS AND RELATED RELIEF**

10 **1. AMEND DECREE OF DIVORCE TO CORRECT**  
11 **THE PROPERTY ADDRESS**

12 When the Decree was filed granting Zoila the properties in Nebraska one of  
13 the properties addresses was incorrectly written. Zoila requests the Court allow her  
14 to amend the Decree to accurately state the property address from 108 W. Ashton,  
15 Grand Island, Nebraska 68801 to 104 W. Ashton, Grand Island, Nebraska 68801  
16 and to add the legal address of Lakeview S 67' of W 33' LT & S 67' of E 17' LT 8  
17 BLK 2.  
18  
19

20 **2. FOR A BEHAVIOR ORDER**

21 Zoila requests this Court issue a Behavior Order between the parties, their  
22 families and renters effective immediately. As stated herein, Zoila has been  
23 emotionally and verbally abused by Joseph. He has made statements about buying  
24 a gun and coming to visit her in Las Vegas. Since the Decree was entered, Joseph  
25



1 has been threatening and harassing Zoila, their children, and the renters of the  
2 homes in Nebraska. This is not acceptable. Joseph demands the renters pay him  
3 not Zoila. He told the renter's that Zoila is providing them with a fake Decree of  
4 Divorce and that they should continue to pay him not her. He has threatened them  
5 with eviction and destruction of the property if they don't comply. He even  
6 contacted the Court in Nebraska to let them know Zoila was providing fake  
7 documents for the properties. Zoila knows this because she has been in contact  
8 with the court in Nebraska.  
9

10  
11 This is not the first time Joseph has threatened to damage property. Zoila  
12 had to call the Police when Joseph tried to take their son's vehicle. The Police  
13 asked him if he really wanted to damage his son's vehicle. He told the Police yes  
14 if he refused to give him the vehicle. It was his property, and he could do what he  
15 wanted with it. The Police told him to leave the property and not return. The  
16 Police Office was so concerned that he told Joseph if he received a call about the  
17 vehicle being damaged, he would have a really big problem.  
18

19  
20 Joseph's actions have left Zoila no other option but to seek the Court's  
21 assistance. A Behavior Order would ensure peace between the parties.  
22

### 23 **3. ATTORNEY'S FEES AND COSTS**

24 Zoila should be granted attorney's fees in the amount of \$2,500.00. Here  
25 she was forced to retain an attorney due to Joseph's lack of participation and

1 absence. Joseph's actions have now forced Zoila to incur additional attorney's fees  
2 and costs. The Present Motion is presented without a valid defense as required in  
3 support of the Motion. Zoila can receive an award of attorney's fees for having to  
4 answer this Motion.  
5

6 NRS 18.010 provides as follows:

7 2. In addition to the cases where an allowance is authorized by specific  
8 statute, the court may make an allowance of attorney's fees to a prevailing  
9 party:

10 (a) When he has not recovered more than \$20,000.00; or

11 (b) Without regard to the recovery sought, when court finds that the  
12 claim, counterclaim, cross-claim or third party complaint or defense  
13 of the opposing party was brought without reasonable ground or to  
14 harass the prevailing party.

15 NRS 125.150(3). Except as otherwise provided in NRS 125.141, whether or  
16 not application for suit money has been made under the provisions of NRS  
17 125.040, the court may award a reasonable attorney's fee to either party to  
18 an action for divorce if those fees are in issue under the pleadings. Id.

19 Attorney's fees may be awarded in an action pursuant to NRS 18.010 and  
20 NRS 125.150(3). Zoila requests she be awarded a reasonable amount of attorney's  
21 fees under statute and/or the rules and that the court exercise its discretion, and  
22 evaluate the factors set forth in Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345,  
23 455 P.2d 31 (1969). Under EDCR 5.506 Zoila may also be awarded attorney's fees  
24 via sanctions. It is reasonable to award attorney's fees to Zoila. Zoila's attorney is  
25 well qualified and competent with extensive experience in family law. Attorney  
Perez and his staff have communicated with Zoila on multiple occasions. These

1 attorney's fees are very reasonable considering the amount of work performed in  
2 this case.

3 Based on this information Zoila should be granted her attorney's fees and  
4 costs involved in this matter in the amount of \$2,500.00.  
5

6 **III.**

7 **CONCLUSION**

8 **WHEREFORE**, Zoila prays based upon the foregoing, that Plaintiff's  
9 Opposition and Objection to Defendant's Motion To Set Aside The Decree Of  
10 Divorce Filed On 4/27/2022 And Defendant's Countermotion To Amend Decree  
11 Of Divorce, For A Behavior Order, For Attorney's Fees and Costs And Related  
12 Relief be granted in its entirety; that she be awarded the relief requested herein;  
13 and that Ana's Motion be denied in its entirety.  
14

15 Dated this 10 day of June, 2022.  
16

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

19 By: /s/ Romeo R. Perez

20 Romeo R. Perez,  
21 Nevada Bar No. 8223  
22 1621 East Flamingo Road, Suite 15A  
23 Las Vegas, Nevada 89119  
24 Tel: (702) 214-7244  
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**Abstract**

**Abstract**

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**CERTIFICATE OF MAILING**

Pursuant to NRCP 5(b), I certify that I am an employee of The Law Offices of Romeo R. Perez, P.C. that on this 10 day of June, 2022. I caused the above and foregoing document entitled Plaintiff's Opposition and Objection to Defendant's Motion To Set Aside The Decree Of Divorce Filed On 4/27/2022 And Defendant's Countermotion To Amend Decree Of Divorce, For A Behavior Order, For Attorney's Fees and Costs And Related Relief to be served as follows:

[ ] by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or

[ ] Pursuant to EDCR 7.26, to be sent via facsimile; and/or

[X] Pursuant to Administrative Order 14-2, to be sent via e-mail; and/or

[ ] to be hand-delivered;

to the attorneys listed below at their last known address and/or facsimile number indicated below:

Gayle Nathan, Esq.  
3591 East Bonanza Road, 2<sup>nd</sup> Floor  
Las Vegas, Nevada 89110  
Attorney for Defendant

E-mail: attorney@bonanzalegal.com

/s/ Pearl Almazan

An employee of Romeo R. Perez, Esq.

MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

Zoila Leon Yanez

Plaintiff/Petitioner

v. Joseph Paul Garcia Rodriguez

Defendant/Respondent

Case No. D-20-61590SD

Dept. E

MOTION/OPPOSITION  
FEE INFORMATION SHEET

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the \$25 or \$0 filing fee in the box below.

☐ \$25 The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.

-OR-

☒ \$0 The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:

☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.

☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.

☒ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on \_\_\_\_\_.

☐ Other Excluded Motion (must specify) \_\_\_\_\_.

Step 2. Select the \$0, \$129 or \$57 filing fee in the box below.

☐ \$0 The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:

☐ The Motion/Opposition is being filed in a case that was not initiated by joint petition.

☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.

-OR-

☐ \$129 The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.

-OR-

☐ \$57 The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

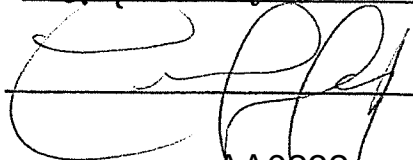
Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:

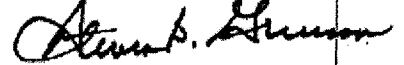
☒ \$0 ☐ \$25 ☐ \$57 ☐ \$82 ☐ \$129 ☐ \$154

Party filing Motion/Opposition: Zoila Leon Yanez Date 6/10/2022

Signature of Party or Preparer



AA0232



1 GAYLE NATHAN, ESQ.  
2 Nevada Bar No. 4917  
3 BONANZA LEGAL GROUP  
4 3591 East Bonanza Road, 2<sup>nd</sup> Floor  
5 Las Vegas, NV 89110  
6 Telephone: (702) 405-1576  
7 attorney@bonanzalegal.com  
8 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 RODRIGUEZ,  
14 Defendant.

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

**DECLARATION IN REPLY TO**  
**OPPOSITION**

15  
16 TO: ZOILA LEON-YANEZ, Plaintiff and

17 TO: ROMEO R. PEREZ, ESQ., her attorney.

18 Comes now Joseph Raul Garcia Rodriguez, by and through his attorney,  
19 GAYLE NATHAN, ESQ. of BONANZA LEGAL GROUP with his Declaration  
20 in Reply to Plaintiff's Opposition.

21 DATED this 16<sup>th</sup> day of June, 2022.

22  
23 Respectfully Submitted by:

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

1                   **DECLARATION OF JOSEPH RAUL GARCIA RODRIGUEZ**

2

3           I, JOSEPH RAUL GARCIA RODRIGUEZ declare under penalty of

4           perjury, the following facts to be true and correct:

5                 1. I am the Defendant in the above captioned case and make this

6                 Declaration in support of the Reply to the Opposition to my Motion to

7                 Set Aside the Decree of Divorce.

8                 2. First of all, I had the best of intentions to participate in Court

9                 proceedings. I made sure to call in two different times to the Court to

10                make sure I kept myself updated in case of any changes with the court

11                date , and I was told on both occasions by two different court associates

12                the date stated in the system, making me miss the court date. I should

13                have been able to trust the information that they provided to me.

14                3. Last year I was working for close to 12 months. I have a record from

15                the Texas unemployment office which shows the time frame that I

16                worked the past 12 months and the company I worked for. See

17                attachment. This was provided to Mr. Perez during discovery.

18                4. This year I have been having a hard time finding work and this

19                situation has forced me to work as an Uber Driver while looking for

20                work in my field .

21                5. I have been working as a pipe fitter for industrial jobs where they

22                only pay workers for one profession and I don't know of any industrial

23                jobs that pay double for double work.

24                6. I have never quit any jobs at all because of child support otherwise

25                I would have never been granted unemployment which was approved

26                right away .

27

28



1 7. My income in the last couple years has been low, plus in addition to  
2 that Covid 19 has brought a lot of unemployment that has affected me  
3 as well.

4 8. Zoila Leon has been falsely reporting an inaccurate income for me.

5 9. Her bank statements shows an income deposited in her account of  
6 the following amounts :

7  
8 Statements Provided during Discovery:

9 1 - bank statement deposited 2018 of \$	106,804.12
10 2 - bank statement deposited 2019 of \$	115,571.17
11 3 - bank statement deposited 2020 of \$	61, 676.80
12 4 - bank statement deposited 2021	failed to provide statement
13 5 - bank statement deposited 2022	failed to provide statement

14  
15  
16  
17 Properties obtained during the marriage :

18 1 - 420 S. Pine St., Grand Island, NE 68801	actual price	108,300
19 2- 621 E. Division St., Grand Island, NE 68801	actual price	111,900

20  
21 10. I purchased the S. Pine St. property in 2008 and paid it off in 2014. I  
22 paid off 62 E. Division St. in 2015.

23 11. I worked on both properties, fixing them up and investing in them all  
24 my income plus doing all labor on both properties, paying all the  
25 property taxes as well.

26 12. Zoila Leon did help me in the construction as well as investing in  
27 maintenance and paying taxes on the properties .  
28

- 1 13. I don't really understand why Zoila Leon Yanez or the Court does  
2 not take in consideration all the effort I made to purchase the  
3 properties and all the funds that I have invested in them and all the  
4 time I spent fixing the properties.
- 5 14. She took possession of 621 East Division St. by claiming herself as a  
6 single person without my permission or knowledge and forcing  
7 Manuela Esperanza Rodriguez Rosabal (my mother) as well property  
8 owner and at that time a medically and mentally disabled person with  
9 more than 40 % of brain damage because of a bad stroke to sign a deed  
10 to transfer the property to Patricia Yanez (Zoila's mother) and weeks  
11 after, forced my mother to leave Zoila's apartment with empty hands.
- 12 15. I have medical proof of my mother's dementia if needed.
- 13 16. I transferred the property at 420 S. Pine to Rodolfo around July  
14 months prior to when Zoila started the divorce.
- 15 17. Zoila knew about the properties changes prior to filing for divorce.
- 16 18. I have been in the United States for 21 years ; have been a US  
17 citizen and have a good and clean record. I have never been arrested  
18 and have been a good worker as well. I have never purchased any  
19 weapon or threatened anybody about any issue.
- 20 19. Zoila and I had arguments and disagreements through the divorce  
21 because of her betrayal and abandoning the home and dragging my  
22 kids from school when she left the state of Nebraska which made one  
23 of my kids fail the school year.
- 24 20. I lost my marriage after so many years with 4 kids that I love with all  
25 my heart .
- 26 21. On plenty of occasions I asked Zoila to let me have, at least for a  
27 short time, 2 of my kids because of my financial situation and the  
28

1 small place where I stay but she refused to let me see my kids for so  
2 many years and stopped my kids from calling me or answering my  
3 calls .

4 22. Zoila claims that I have done damage to the properties and cars and  
5 that I contacted the Court from Nebraska. This is not true and she  
6 needs to stop spreading lies and creating false statements against me.

7 23. I am asking the judge to understand that Zoila Leon's intention is to  
8 hurt me economically and emotionally by trying to damage my life by  
9 trying to take everything we built in our marriage and leave me with  
10 nothing after 20 years of working hard and being a proud U.S. citizen.

11 24. Zoila was arrested for domestic violence in Nebraska one time but not  
12 convicted because I did not show up.

13 25. I am asking for a trial so the Court will have all the facts before it and  
14 this case can be decided on the merits.

15 26. I am asking to please let me see my kids to play with them, hug them  
16 and spend time with them like I used to do before .  
17

18  
19 *Executed under and pursuant to the laws of the state of Nevada this 4<sup>TH</sup> day*  
20 *of May 2022 under penalty of perjury.*

21 /s/ JOSEPH RAUL GARCIA RODRIGUEZ

22 \_\_\_\_\_  
23 JOSEPH RAUL GARCIA RODRIGUEZ  
24  
25  
26  
27  
28

1  
2  
3  
4 **CERTIFICATE OF SERVICE**

5 Pursuant to NRCP 5(b), I certify that I am an employee of the **BONANZA**  
6 **LEGAL GROUP** and that on this **16th** day of **June, 2022**, I caused the **foegoing**  
7 **REPLY DECLARATION** to be served as follows:

8 ☒ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and  
9 Administrative Order 14-2 captioned "In the Administrative  
10 Matter of Mandatory Electronic Service in the Eighth  
11 Judicial District Court," by mandatory electronic service  
12 through the Eighth Judicial District Court's electronic filing  
system.

13 ☐ by placing same to be deposited for mailing in the United States  
14 Mail, in a sealed envelope upon which first class postage was  
15 prepaid in Las Vegas, Nevada.

16 ☐ pursuant to EDCR 7.26, to be sent via facsimile, by duly executed  
17 consent for service by electronic means.

18 ☐ by First Class, Certified U.S. Mail.

19 To the person(s) listed below at the address, email address, and/or  
20  
21 facsimile number indicated:

22 **Romeo R. Perez, Esq.**  
23 **Remeo@romeoperezlaw.com**

24  
25 **/s/ Lisa Silon**  
26 **An Employee of Bonanza Legal Group**  
27  
28

000013

276 276-1 C1419  
 STATEMENT OF BENEFITS  
 TEXAS WORKFORCE COMMISSION  
 PO BOX 2211  
 MC ALLEN TX 78502-2211

# Statement of Wages and Potential Benefit Amounts

Regular Unemployment Benefits:  
 Date Mailed: June 7, 2021  
 (All dates are in month/day/year order)

320415710002760102

JOSEPH R GARCIA  
 7979 WESTHEIMER RD APT 1601  
 HOUSTON TX 77063-4507

|||||

Social Security Number: XXX-XX-6209

Dear JOSEPH R GARCIA

Check your records! TWC has the wages below on file for you for the four quarters of your base period. We use your base period wages to figure out whether you earned enough money to qualify for unemployment insurance benefits and how much you could receive if you are eligible. After TWC looks at whether you earned enough money to qualify, TWC looks at the reason you are no longer working to decide whether you can receive benefits. Remember, even if you earned enough wages, TWC pays benefits only if you meet the weekly requirements.

Please check the wage information carefully. If the employer name or the wage amount is incorrect, or if an employer you worked for is missing, please contact a TWC Tele-Center immediately. More information about correcting your wages is on the back of this form.

Based on the wages listed in the box below:

- ☒ You earned enough in your base period to receive unemployment benefits, if you are otherwise eligible. ☐ You did not earn enough in your base period to qualify for benefits.

EMPLOYER NAME	ST	YOUR CLAIM IS BASED ON THESE WAGES				TOTALS
		Jan-Mar 2020	Apr-Jun 2020	Jul-Sep 2020	Oct-Dec 2020	
CEBI LLC	TX	19,002.26	1,870.50	0.00	0.00	20,872.76
<b>TOTALS</b>		\$19,002	\$1,870	\$0	\$0	\$20,872

\* You will receive a separate notice explaining why we did not use these wages.

- The maximum weekly benefit amount in Texas this year is \$ 535. Based on the wages above, your weekly benefit amount is \$ 535.
- The maximum amount you could receive during your benefit year is \$ 5636.
- Your benefit year is the 52 weeks from 05-30-21 to 05-28-22.
- Keep in mind your benefits may run out before the benefit year ends.

See the back of this page for more information.

Claim ID:	05-30-21
TWC Telephone No.	(800)939-6631
FOR HEARING IMPAIRED CLIENTS	
Relay Texas TDD No.	1-800-735-2989
Voice No.	1-800-735-2988

BM100E 12/12/07

AA0239

**Gayle Nathan**

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**From:** joseph alejandro <nowonder2008@yahoo.com>  
**Sent:** Thursday, June 16, 2022 2:32 PM  
**To:** Gayle Nathan  
**Cc:** joseph alejandro  
**Subject:** JOSEPH R GARCIA

I have read the Declaration and it is true and correct and you have permission to use my e signature.