

IN THE SUPREME COURT OF THE STATE OF NEVADA

* * * * *

JESUS AREVALO,

Petitioner

v.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CLARK
AND THE HONORABLE JUDGE
HOSKIN,

Respondents,

and

CATHERINE DELAO,

Real Party in Interest.

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Elizabeth A. Brown
D.C. No. Clerk of Supreme Court

REAL PARTY IN INTERESTS' APPENDIX

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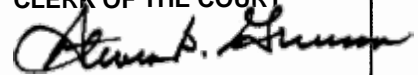
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**DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA**

JESUS LUIS AREVALO,
Plaintiff,

vs.

CATHERINE AREVALO
n/k/a CATHERINE DELAO,
Defendant.

CASE NO: D-11-448514-D
DEPT. NO: E

DATE OF HEARING:
TIME OF HEARING:

ORAL ARGUMENT REQUESTED: Yes ☒ No

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.

DEFENDANT'S MOTION FOR:

**ORDER TO SHOW CAUSE WHY PLAINTIFF SHOULD NOT BE HELD
IN CONTEMPT OF COURT FOR FAILURE TO ABIDE BY THE
COURT'S JULY 30, 2021, ORDER AFTER REMAND; AN ORDER TO
COOPERATE IN OBTAINING A LIFE INSURANCE POLICY; AN
INDEMNIFICATION QDRO AND ATTORNEY'S FEES AND COSTS;
AND CLARIFICATIONS**

1 **I. INTRODUCTION**

2 Jesus continues to disregard this Court’s orders. His actions have required
3 Catherine to incur significant legal fees to collect what this Court has already deemed
4 is rightfully hers.

5 At the last hearing in this department, the Court gave Jesus ample opportunity
6 to respond to the remand from the Nevada Court of Appeals. He not only failed to
7 provide any relevant information to assist the Court, but attempted to use the time to
8 re-argue issues that were not before the Court.

9 Now, with a valid and unappealable *Order after Remand*, Jesus has gone radio
10 silent. He has ignored written requests to obtain the required life insurance policy or
11 to provide a schedule for the payment of his arrears and attorney’s fees. This *Motion*
12 is presented to allow the Court the ability to assist Catherine with as little interference
13 by Jesus, and as little waste of further time and money, as possible.

14 Catherine respectfully seeks entry of an order to show cause as to why Jesus
15 should not be held in contempt, and for corresponding contempt sanctions, for actual
16 payment by way of an indemnification QDRO, and an award of her actual attorney’s
17 fees and costs.

18
19 **II. FACTS**

20 The parties were divorced nearly a decade ago and have been in and out of
21 court continuously since then due to Jesus’ repeated failure to follow Court orders.
22 To promote judicial and party economy we will not repeat the previously detailed
23 statements of fact, which are incorporated by reference. We provide only those facts
24 that have occurred since the remand from the Nevada Court of Appeals.

25 On March 30, 2021, the Nevada Court of Appeals issued its *Order Affirming*
26 *in Part, Reversing in Part, Dismissing in Part, and Remanding*. Of particular
27 importance to this *Motion*, the Court of Appeals found that this Court’s calculation
28 as to arrears for the PERS benefits was correct, that this Court was to determine if the

1 life insurance policy was subject to the statute of limitations and if not, that the
2 correct amount of the policy was to be determined, and finally, that this Court make
3 findings in accordance with *Brunzell*¹ and *Wright*² for an award of attorney's fees and
4 costs.

5 On April 19, Jesus filed a *Petition for Review by Nevada Supreme Court*.

6 On May 4, the Supreme Court denied the *Petition*.

7 On May 11, this Court issued its *Order after Remand Setting Briefing* that
8 required both Catherine and Jesus to file a brief on the remanded issues not later than
9 June 11.

10 On May 18, The Supreme Court issued its *Remittitur*.

11 On June 11, both Catherine and Jesus filed their required briefs.

12 On June 21, this Court issued its *Order Setting Oral Argument* after finding
13 that after reviewing the briefs, Jesus' position was still unclear. The hearing was set
14 for July 7.

15 On July 6, Jesus filed an *Ex Parte Motion to Continue Hearing*, claiming to
16 have been ill and not being afforded enough time to produce the expert witness he
17 believed was necessary for the hearing. He additionally claimed to be in the process
18 of hiring an attorney.

19 On July 7, this Court held the scheduled hearing, heard argument concerning
20 the requested continuance and granted the requested continuance until July 21.

21 On July 21, the Court held the hearing at issue. Catherine and her counsel were
22 present and Jesus appeared in proper person without any expert witness, or counsel,
23 or any other exhibits or evidence to support his position.

27 ¹ *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

28 ² *Wright v. Osburn*, 114 Nev. 1367, 970 P.2d 1071 (1998).

1 On July 30, the Court issued its *Order after Remand* which required Jesus to
2 obtain an insurance policy with a face value of \$201,751 naming Catherine as the sole
3 beneficiary.

4 On August 6, we sent Jesus a letter requiring that he respond by September 9,
5 concerning his obtaining the insurance policy. The letter also detailed a number of
6 financial *Orders* this Court has awarded Catherine and asked that Jesus provide a
7 proposed payment schedule.³ Jesus never responded. More than another month has
8 passed.

9 This *Motion* follows.

10
11 **III. ARGUMENT**

12 **A. Motion for Order to Show Cause**

13 **1. Jesus Should be Held in Contempt for His Failure to Abide by**
14 **the July 30, 2021, *Order after Remand***

15 The *Order after Remand* states on page 12 lines 5 through 9:

16 As such, this Court accepts Defendant's value for the life insurance policy of
17 \$201,751.00. *See* analysis contained within Defendant's July 11, 2021 Brief,
18 pages 18 - 20. Such is the value Plaintiff is required to obtain pursuant to prior
19 court orders.

20 The *Order* further states at page 12 lines 19 through 21:

21 IT IS FURTHER ORDERED that the appropriate and acceptable value for the
22 life insurance policy Plaintiff shall obtain shall be at least \$201,751.00.

23 The issue of the life insurance policy reaches back to the *Order* filed on June
24 9, 2020, where the Court stated at page 3, lines 20 through 23:

25 The Court will note it was Plaintiff who stipulated and agreed in open court on
26 10/30/2012 he would provide the life insurance in order to resolve the issue
27 and secure the survivor benefit that did not exist under the PERS policy at that
28 time.

³ See Exhibit A, copy of letter sent to Jesus on August 6, 2021.

1 Jesus has delayed getting the life insurance policy for over 9 years. He has had
2 the obligation to do so since 2012. His continued refusal to obtain the policy only
3 endangers Catherine's interest, and it needs to stop.

4 Jesus was given plenty of time to obtain – or at least communicate with us his
5 intention and plan to obtain – the requisite life insurance policy after the *Order after*
6 *Remand*. He has refused to act or even respond. As such, we ask the Court to hold
7 Jesus in contempt for his failure to obtain the policy.

8 As a remedy, we ask the Court to allow Catherine to obtain the life insurance
9 policy at Jesus' expense. If he refuses to comply and cooperate as necessary for her
10 to obtain the policy,⁴ we ask that he be incarcerated until he does comply. The
11 premium payments for the policy will be obtained through an indemnification QDRO
12 as more clearly detailed below.

13 14 **2. Jesus Has Not Made Any Significant Payments Toward** 15 **Previous Judgments**

16 Jesus has ignored this Court's *Orders* to pay Catherine any moneys that he
17 owes her, with the exception of the \$150 per month that he has paid consistently but
18 usually late, and which never result in the judgments actually being paid.⁵

19 The amounts listed below have all been reduced to judgment and are collectible
20 by all lawful means. As discussed below, since Jesus has gone to some lengths to
21 prevent collection by any other means, the lawful means we seek is an
22 indemnification QDRO of his PERS benefits.

23 These are *Orders* that have yet to be satisfied:

24
25 ⁴ This might involve answering health questions or a physical examination.

26 ⁵ At the rate of current payment, even without considering interest, payoff would take some
27 26 years ($\$48,000 \div \$150 = 320 \div 12 = 26.666$); with statutory interest, it is impossible for the
28 existing arrears to be satisfied within the parties' expected lifetimes. And sums are still accruing –
for example, Jesus has not paid his half (\$111) of Louie's most recent optometrist bill from March,
2021.

1 **Order from February 19, 2019:**

2 Attorney's Fees \$4,210 (minus \$750) = \$3,460 plus interest from February 19, 2019 forward.

3 Sanctions \$1,250, plus interest from February 19, 2019 forward.

4 **Order from May 6, 2020 Hearing:**

5 Attorney's Fees \$2,850, plus interest from May 6, 2020 forward.

6 Reimbursement of 2017 tax benefits: \$1,420, plus interest from May 6, 2020 forward.

7 PERS Pension arrears of \$446.99/month from February 1, 2014 through November 1, 2016, \$455.93/month from December 1, 2016 through November 1, 2019, and \$488.58/month from December 1, 2019 through September 1, 2020, plus interest.

8 **Order from August 15, 2020:**

9 Attorney's Fees deferred pending appeal (at issue for this hearing).⁶

10 Defendant's Motion for Order to Show Cause filed January 15, 2021:

11 \$57.50 for half of Louie's eye doctor/glasses bill from March 18, 2020, plus interest.

12 \$44.08 for half of Louie's pediatrician co-pay from March 24, 2020, plus interest.

13 \$247.50 for your portion of Louie's dyslexia testing from July 27, 2020, plus interest.

14 **Order from March 23, 2021:**

15 Attorney's Fees \$5,245, plus interest from March 23, 2021, forward.

16 The Nevada Supreme Court held in *Reed*⁷ and *Kennedy*⁸:

17 liquidation of a judgment for arrearages may be scheduled in any manner the district court deems proper under the circumstances. See also *Chesler v. Chesler*, 87 Nev. 335, 486 P.2d 1198 (1971). California law also permits the judge to order that discharge of a judgment for arrearages be made in installment payments. See *Messenger v. Messenger*, 46 Cal.2d 619, 297 P.2d 988 (1956).⁹

18
19 TOTAL OWED: \$48,357.45 if paid on September 21, 2021, accruing interest
20 at \$5.78 per day.¹⁰

21 We ask the Court to increase the amount paid to Catherine from Jesus' PERS
22 benefits by an additional \$1,500 per month. Approximately \$500 of this amount will
23

24 ⁶ This amount will be added to the judgments listed below once received from the Court.

25 ⁷ *Reed v. Reed*, 88 Nev. 329, 497 P.2d 896 (1972).

26 ⁸ *Kennedy v. Kennedy*, 98 Nev. 318, 646 P.2d 1226 (1982).

27 ⁹ Quote taken from *Kennedy* which cited to *Reed*.

28 ¹⁰ See Exhibit B, MLAW calculation.

1 go toward the cost of the life insurance policy with all remaining sums going toward
2 the arrearages.¹¹

3 Nevada PERS allows all but \$10 per month to be awarded to an alternate
4 payee. Specifically,

5 NRS 286.6703 Policy 13.9: If the judgment, decree, or order awards 100% of
6 the benefit to the alternate payee, the alternate payee shall receive 100%, less
a minimum check of \$10.00 to the retired employee.¹²

7 At the requested rate of payment, it will take over 4 years for Jesus to repay
8 Catherine what she is owed.

10 3. Contempt

11 NRS 22.010 provides in pertinent part:

12 The following acts or omissions shall be deemed contempts:

13 1. Disorderly, contemptuous or insolent behavior toward the judge
14 while the judge is holding court, or engaged in judicial duties at
15 chambers, or toward masters or arbitrators while sitting on a reference
or arbitration, or other judicial proceeding.

16 2. A breach of the peace, boisterous conduct or violent disturbance in
17 the presence of the court, or in its immediate vicinity, tending to
interrupt the due course of the trial or other judicial proceeding.

18 3. *Disobedience or resistance to any lawful writ, order, rule or*
19 *process issued by the court or judge at chambers.* [Emphasis Added]

20 Further, NRS 22.100 dictates the penalties for contempt, as follows:

21 1. Upon the answer and evidence taken, the court or judge or jury, as
22 the case may be, shall determine whether the person proceeded against
is guilty of the contempt charged.

23 2. Except as otherwise provided in NRS 22.110, if a person is found
24 guilty of contempt, a fine may be imposed on him not exceeding \$500
or he may be imprisoned not exceeding 25 days, or both.

25 ¹¹ We will not know the actual cost of the insurance until an appropriate company offers a
26 quote; any variation from the estimate will go toward, or reduce, payment of the arrears as set out
27 here.

28 ¹² See Official Policies of the Public Employees' Retirement System of Nevada Effective July
1, 2019, at [https://www.nvpers.org/public/employers/PERS Official Policies.pdf](https://www.nvpers.org/public/employers/PERS%20Official%20Policies.pdf).

1 3. In addition to the penalties provided in subsection 2, if a person is
2 found guilty of contempt pursuant to subsection 3 of NRS 22.010, the
3 court may require the person pay to the party seeking to enforce the
4 writ, order, rule or process the reasonable expenses, including, without
5 limitation, attorneys fees, incurred by the party as a result of the
6 contempt.

7 The Court can hold Jesus in contempt of court for his failure to provide the life
8 insurance policy which has been due for over 9 years. We only ask that the Court
9 incarcerate Jesus if he refuses to cooperate – by action or inaction – in Catherine
10 obtaining the life insurance policy that he was supposed to obtain.

11 **B. Motion for Indemnification QDRO**

12 Jesus has made it perfectly clear that he will not voluntarily pay Catherine any
13 portion of what is owed to her, and has gone to some lengths to make sure assets and
14 accounts are not in his own name so as to stymie collection of the judgments against
15 him by normal garnishment and execution. He has repeatedly asked for stays and
16 reversals of all sums owed by him from this Court and appellate courts. All requests
17 for stays of collection have been denied, and formal rejection of his latest appeal has
18 been issued.

19 If Jesus has still not paid the sums ordered through the date of the contempt
20 hearing, it will apparently be necessary for this Court to issue an indemnification
21 QDRO re-directing an additional \$1,500 per month from Jesus' share of the PERS
22 retirement payments until the judgments are paid. This would remain in effect
23 pending satisfaction of Jesus' outstanding judgments owed to Catherine, as described
24 above. No other means of enforcing this Court's orders is known.

25 The background law for such an order is straight-forward. Virtually *any*
26 judgment, decree, or order dealing with alimony or support for a spouse, former
27 spouse, child, or other dependent made according to local domestic relations law is
28 considered a domestic relations order, or "DRO."

1 In *Trustees of Directors Guild of America v. Tise*, the 9th Circuit Court of
2 Appeals awarded Suzanne Tise, the mother of the plan participant's child, child
3 support arrears coupled with an attorney's fee award.¹³ The court agreed with the trial
4 court's determination that a QDRO could be utilized for purposes of collecting the
5 *entirety* of the awards made to Ms. Tise, including her award of attorney's fees.
6 Since the order stated a specific lump sum was owed to Ms. Tise, the statutory
7 requirements under ERISA that the order include the amount owed and the number
8 of payments were satisfied.¹⁴

9 In *Blue v. UAL Corporation*, the retirement plan participant contested an
10 Illinois District Court judgment allowing his ex-wife to collect the attorney's fees she
11 was awarded as part of her child support collection case from his United Airlines
12 pension. The participant contended that affording his ex the opportunity to collect
13 attorney's fees from his pension was a violation of ERISA's anti-alienation clause.
14 The trial court and the Seventh Circuit disagreed, holding that the *pension fund was*
15 *simply a source of wealth to which the holder of a judgment may turn for*
16 *satisfaction by way of a QDRO*.¹⁵

25 ¹³ *Trustees of Directors Guild of America v. Tise*, 234 F.3d 415 (9th Cir. 2000).

26 ¹⁴ *Id.* The decisions recited here discuss ERISA-regulated QDROs, but the principal is
27 identical for PERS-regulated QDROs, as discussed below.

28 ¹⁵ *See Blue v. UAL Corporation*, 160 F.3d 383, 385 (7th Cir. 1998).

1 Numerous other states agree with the conclusion of the *Blue* and *Tise* courts¹⁶
2 and there appears to be a nearly universal consensus that a QDRO may be used to
3 collect *any judgment* in a domestic relations case.¹⁷ The Massachusetts Supreme
4 Court perhaps explained it best in *Silverman v. Spiro*:

5 The issue of the validity of a QDRO to recover attorney's fees is one we have
6 not decided. ERISA itself does not expressly permit an assignment of
7 retirement funds pursuant to a QDRO to satisfy an award of attorney's fees.
8 The requirement that a QDRO "relate to" alimony, child support, or the
9 division of marital property seeks to ensure that assets protected under ERISA
10 will be used for the benefit of a former spouse or a dependent, and then only
11 for specified purposes. Necessarily implicit, however, in the Federal law's
12 recognition of a QDRO is authorization for the reimbursement of attorney's
13 fees incurred in obtaining a proper order. Were it otherwise, a former spouse
14 or party who succeeded in obtaining an appropriate QDRO would have the
15 order reduced by the necessity of paying attorney's fees. In some
16 circumstances, a former spouse or party might even forgo seeking a needed
17 QDRO because of the prohibitive nature of unreimbursed attorney's fees.
18 These results would undermine the intent of Congress in establishing the

13 ¹⁶ See *Turner v. Turner*, 622 S.E.2d 263, 265 (Va. App. 2005) ("[the] QDRO simply was an
14 administrative mechanism to effectuate the intent and purpose of the final decree's award.");
15 *Trustees of Directors Guild of America v. Tise*, 234 F.3d at 420 ("State family law can ... create
16 enforceable interests in the proceeds of an ERISA plan, so long as those interests are articulated in
17 accord with the QDRO provision's requirements."); *Hogle v. Hogle*, 732 N.E.2d 1278, 1284 (Ind.
18 App. 2000) ("We find the Hogle QDRO ... to be an appropriate mechanism for enforcement of
19 Shirley's support arrearage judgment, and we affirm the trial court's entry of a QDRO for that
20 purpose."); and *Mackey v. Lanier Collection Agency*, 486 U.S. 825 (U.S. 1988) (Since ERISA does
21 not provide an enforcement mechanism for collecting judgments, state law methods for collecting
22 money generally remain undisturbed by ERISA; otherwise there would be no way to enforce a
23 judgment won against an ERISA plan).

21 ¹⁷ These other states, obviously in addition to California, include Alabama, Arizona,
22 Colorado, Florida, Illinois, Indiana, Iowa, Maryland, Massachusetts, Michigan, Missouri, New
23 Jersey, New Mexico, New York, North Carolina, Ohio, Pennsylvania, and Virginia. See *Stamm v.*
24 *Stamm*, 922 So.2d 920 (Ala. Civ. App. 2004); *Johnson v. Johnson*, 523 P.2d 515 (Ariz. Ct. App.
25 1974); *In re Marriage LeBlanc*, 944 P.2d 686 (Colo. App. 1997); *Self v. Self*, 2005 Fla. App. Lexis
26 8875, 3 (Fla. 2nd Dist. Ct. App. 2005); *In re Marriage of Thomas*, 789 N.E.2d 821 (Ill. App. 2003);
27 *Hogle v. Hogle*, 732 N.E.2d 1278, 1284 (Ind. App. 2000); *In re Marriage of Rife*, 529 N.W.2d (Iowa
28 1995); *Rohrbeck v. Rohrbeck*, 566 A.2d 767 (Md. 1989); *Silverman v. Spiro*, 784 N.E.2d (Mass.
2003); *Galenski v. Ford Motor Co. Pension Plan*, 421 F.Supp.2d 1015 (E.D. Mich. 2006); *Baird v.*
Baird, 843 S.W.2d 388 (Mo. App. 1992); *Miko v. Miko*, 661 A.2d 859 (N.J. Super. App. Divorce.
1994); *Palmer v. Palmer*, 142 P.3d 971 (N.M. Ct. App. 2006); *Adler v. Adler*, 224 A.D.2d 282 (N.Y.
1996); *Evans v. Evans*, 434 S.E.2d 856 (N.C. App. 1993); *Taylor v. Taylor*, 541 N.E.2d 55 (Ohio
1989); *Stinner v. Stinner*, 554 A.2d 45 (Pa. 1989); and *Turner v. Turner*, 622 S.E.2d 263, 265 (Va.
App. 2005).

1 QDRO exception by denying deserving parties and children a recovery to
2 which they are entitled.¹⁸

3 Both ERISA and NRS chapter 286 permit payments to be made directly by the
4 plan to a spouse, former spouse, child, or other specifically-enumerated person, as
5 long as the appropriate document (a QDRO) is submitted for that purpose; neither
6 statute restricts the purpose or underlying basis of the award to a former spouse.
7 Thus, the analysis is no different for PERS retirement benefits because NRS
8 286.6703(1) provides:

9 1. A person may submit a judgment, decree or order of a district court,
10 the Court of Appeals or the Supreme Court of the State of Nevada relating to
11 child support, alimony or the disposition of community property to the
12 Executive Officer or the designee of the Executive Officer for a determination
13 of whether the judgment, decree or order entitles an alternate payee *to receive*
14 *from the System all or a portion of the allowance or benefit of a member or*
15 *a retired employee.*

16 [Emphasis added].

17 In the present case, Jesus has not been and is not in compliance with the orders
18 described above. Catherine has brought him back to court numerous times in an
19 attempt to collect what has already long since been awarded to her. Jesus has
20 repeatedly waited until he is to report to jail to partially abide by some court orders,
21 yet he still has not paid what he is ordered to pay. Unfortunately, Jesus has made it
22 quite clear that he will *never* pay Catherine voluntarily. As there is no other way to
23 get the money owed to Catherine, she respectfully asks this court to do so in the only
24 appropriate way left: to enter an indemnification QDRO for direct payment by PERS
25 to Catherine of the sums owed by Jesus.

26 C. Request for Clarifications

27 1. Vacation Day Counting

28 For the past ten years, when either party has taken a vacation, either in one-
week or two-week blocks, and those days have overlapped custodial days for either

¹⁸ *Silverman v. Spiro*, 784 N.E.2d at 8.

1 party, they have counted as “vacation days” either way. In other words, if Jesus took
2 a two-week block, and one of those weeks was his custodial time, and the other was
3 Catherine’s custodial time, it “counted” as a two-week vacation, pursuant to the
4 current order reading:

5 Holidays take precedence over vacations, vacations take precedence over
6 regular custodial timeshare. . . . Within a calendar year, both parents shall be
7 allowed to have Louie during their respective vacations, not to exceed 2
8 weeks, unless the extension of time is by mutual agreement of the parents. The
9 vacation time can be taken in one block of time consisting of two weeks, or in
10 two blocks of time consisting of one week each.

11 Now, however, Jesus has unilaterally decided that if he takes such a two-week
12 vacation, the days of that vacation that overlapped his custodial days “doesn’t count”
13 so he has another week coming.

14 We ask the Court to clarify on the record that the order means what it says, and
15 a two-week vacation counts as a two week vacation, no matter whose days it
16 supplants, to prevent the necessity of future motions and contempt actions.

17 **2. Jesus Canceling Medical Appointments for Louie**

18 In March, Catherine took Louie to the optometrist and he needed new glasses.
19 His visit with the glasses after insurance was \$222.00. She paid in full and sent Jesus
20 a copy of the bill so he could pay half (\$111.00). He has not paid.

21 The optometrist also suggested Louie see a specialist to do an in-depth exam
22 because Louie’s eye reaction is not where it is supposed to be. Catherine has reported
23 all of this to Jesus on Our Family Wizard; his response is to refuse to agree to the
24 examination, stating “it’s not necessary” and threatening that if she takes Louie to get
25 the recommended testing, he will refuse to pay and stick her with the expense, just
26 like he did with the Dyslexia testing.

27 Perhaps worse, Louie has not seen a dentist for almost 18 months now; his last
28 visit was June 2020. Catherine had to reschedule his December 2020 appointment,
and the nearest appointment was in March 2021. When that date came up, Jesus told

1 Catherine – on the day she picked him up to go to the dentist – that the child had been
2 sick all that week, requiring her to again cancel and reschedule. The next soonest
3 date was June 2021.

4 To prevent *that* visit from happening, Jesus called the dentist and “updated”
5 Catherine’s phone number to be his – when they called to confirm the appointment,
6 he cancelled it, without saying anything to Catherine. He also refuses to give
7 Catherine a copy of any of Louie’s insurance cards.¹⁹ Catherine then told Jesus to
8 take Louie himself; Jesus has not done so.

9 The short version is that whenever Catherine makes medical appointments for
10 Louie, Jesus cancels it or otherwise interferes.

11 We ask the Court to clarify that Jesus is required to immediately turn over
12 current copies of all insurance cards – within 24 hours of the next hearing. And that
13 Catherine is to make an immediate dental appointment for the child, and the specialist
14 eye examination, with both of which Jesus is not to interfere, and is required to pay
15 half the cost.

16 We further ask for an admonition that if he ever cancels another appointment,
17 or switches Catherine’s on-file contact information to his, or *otherwise* interferes with
18 medical care for the child, the Court will be inclined to give Catherine full legal
19 custody rights to control Louie’s medical care without Jesus’ input or consultation in
20 accordance with *Rivero*.²⁰

21 22 **IV. ATTORNEY’S FEES**

23 NRS 22.100(3) authorizes this Court to award attorney’s fees and costs to
24 Catherine for Jesus’ contempt:

25 3. In addition to the penalties provided in subsection 2, if a person is found
26 guilty of contempt pursuant to subsection 3 of NRS 22.010, the court may

27 ¹⁹ This has been an ongoing problem since 2015.

28 ²⁰ See *Rivero v. Rivero*, 125 Nev. 410, 216 P.3d 213 (2009).

1 require the person pay to the party seeking to enforce the writ, order, rule or
2 process the reasonable expenses, including, without limitation, attorneys fees,
incurred by the party as a result of the contempt.

3 Therefore, Catherine requests the Court order Jesus to reimburse Catherine the
4 attorney's fees and costs for this contempt action.

5
6 **A. Legal Basis**

7 "[I]t is well established in Nevada that attorney's fees are not recoverable
8 unless allowed by express or implied agreement or when authorized by statute or
9 rule."²¹ Attorney's fees may be awarded in a pre- or post-divorce motion/opposition
10 under NRS 125.150.²² In addition, and because we believe that Catherine will be the
11 prevailing party in this matter, she should receive an award of attorney's fees and
12 costs pursuant to NRS 18.010(2).²³ In addition to NRS 22.100(3) cited above, this
13 Court can award attorney's fees under EDCR 7.60(b):

14 (b) The court may, after notice and opportunity to be heard, impose upon an
15 attorney or a party any and all sanctions which may, under the facts of the case,
be reasonable, including the imposition of fines, costs or attorney's fees when
an attorney or a party without just cause:

16 (1) Presents to the court a motion or an opposition to a motion which is
17 obviously frivolous, unnecessary or unwarranted.

18 (2) Fails to prepare for a presentation.

19 (3) So multiplies the proceedings in a case as to increase costs unreasonably
and vexatiously.

20 (4) Fails or refuses to comply with these rules.²⁴

21 **B. Disparity in Income**

22
23
24
25 ²¹ *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005).

26 ²² NRS 125.150.

27 ²³ NRS 18.010(2).

28 ²⁴ EDCR 7.60(b).

1 The Court is required to “consider” the disparity in the parties’ income
2 pursuant to *Miller*²⁵ and *Wright v. Osburn*.²⁶ Parties seeking attorney fees in family
3 law cases must support their fee request with affidavits or other evidence that meets
4 the factors in *Brunzell*²⁷ and *Wright*.²⁸ We will provide the *Brunzell* analysis below.
5 As to *Wright*, the holding is minimal:

6 The disparity in income is also a factor to be considered in the award of
7 attorney fees. It is not clear that the district court took that factor into
consideration.²⁹

8 The Court did not hold that the decision of the award of attorney’s fees hinged on a
9 disparity in income. Only that it is one of the many factors that must be considered.
10 While Jesus has entered into agreements with his spouse to try to stymie collections,
11 his household income is considerable; this factor is, at most, neutral.

12 13 C. *Brunzell* Factors

14 With specific reference to Family Law matters, the Court has adopted
15 “well-known basic elements,” which in addition to hourly time schedules kept by the
16 attorney, are to be considered in determining the reasonable value of an attorney’s
17 services qualities, commonly referred to as the *Brunzell*³⁰ factors:

- 18 1. *The Qualities of the Advocate*: his ability, his training, education,
experience, professional standing and skill.
- 19 2. *The Character of the Work to Be Done*: its difficulty, its intricacy, its
20 importance, time and skill required, the responsibility imposed and the
21 prominence and character of the parties where they affect the
importance of the litigation.

22
23 ²⁵ 121 Nev. 619, 119 P.3d 727 (2005).

24 ²⁶ 114 Nev. 1367, 1370, 970 P.2d 1071, 1073 (1998).

25 ²⁷ *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969).

26 ²⁸ 114 Nev. 1367, 970 P.2d 1071 (1998).

27 ²⁹ *Id.* at 1370, 970 P.2d at 1073 (1998).

28 ³⁰ 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

- 1 3. *The Work Actually Performed by the Lawyer:* the skill, time and
2 4. *The Result:* whether the attorney was successful and what benefits
3 were derived.

4 Each of these factors should be given consideration, and no one element should
5 predominate or be given undue weight.³¹ Additional guidance is provided by
6 reviewing the “attorney’s fees” cases most often cited in Family Law.³²

7 The *Brunzell* factors require counsel to make a representation as to the
8 “qualities of the advocate,” the character and difficulty of the work performed, the
9 work actually performed by the attorney, and the result obtained.

10 First, respectfully, we suggest that the supervising counsel is A/V rated, a
11 peer-reviewed and certified (and re-certified) Fellow of the American Academy of
12 Matrimonial Lawyers, and a Certified Specialist in Family Law.³³

13 Richard L. Crane, Esq., the attorney primarily responsible for drafting this
14 *Motion*, has practiced exclusively in the field of family law for over 15 years under
15 the direct tutelage of supervising counsel, and has substantial experience dealing with
16 complex family law cases.

17 As to the “character and quality of the work performed,” we ask the Court to
18 find our work in this matter to have been adequate, both factually and legally; we
19 have diligently reviewed the applicable law, explored the relevant facts, and believe
20 that we have properly applied one to the other.

22 ³¹ *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005).

23 ³² Discretionary Awards: Awards of fees are neither automatic nor compulsory, but within
24 the sound discretion of the Court, and evidence must support the request. *Fletcher v. Fletcher*, 89
25 Nev. 540, 516 P.2d 103 (1973); *Levy v. Levy*, 96 Nev. 902, 620 P.2d 860 (1980); *Hybarger v.*
26 *Hybarger*, 103 Nev. 255, 737 P.2d 889 (1987).

27 ³³ Per direct enactment of the Board of Governors of the Nevada State Bar, and independently
28 by the National Board of Trial Advocacy. Mr. Willick was privileged (and tasked) by the Bar to
 write the examination that other would-be Nevada Family Law Specialists must pass to attain that
 status.

1 The fees charged by paralegal staff are reasonable, and compensable, as well.
2 The tasks performed by staff in this case were precisely those that were “some of the
3 work that the attorney would have to do anyway [performed] at substantially less cost
4 per hour.”³⁴ As the Nevada Supreme Court reasoned, “the use of paralegals and other
5 nonattorney staff reduces litigation costs, so long as they are billed at a lower rate,”
6 so “‘reasonable attorney’s fees’ . . . includes charges for persons such as paralegals
7 and law clerks.”

8 Mallory Yeargan, paralegal with the WILLICK LAW GROUP, was assigned to
9 Catherine’s case. Mallory has been a paralegal for a total of 17 years, and has
10 assisted attorneys in complex family law cases for several years.

11 The work actually performed will be provided to the Court upon request by
12 way of a *Memorandum of Fees and Costs* (redacted as to confidential information),
13 consistent with the requirements under *Love*.³⁵

14 15 **V. CONCLUSION**

16 Based on the above, Catherine requests of the Court the following orders:

- 17 1. Entering the attached Proposed Order to Show Cause (Exhibit “C”)
 - 18 2. Enter the attached Indemnification PERS QDRO.
 - 19 3. Awarding Catherine the entirety of her fees and costs.
- 20
21
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26
27 ³⁴ *LVMPD v. Yeghiazarian*, 129 Nev. 760, 312 P.3d 503 (2013), citing to *Missouri v. Jenkins*,
491 U.S. 274 (1989).

28 ³⁵ *Love v. Love*, 114 Nev. 572, 959 P.2d 523 (1998).

1 4. For any other awards this Court deems just and proper.

2 **DATED** this 22nd day of September, 2021.

3 Respectfully Submitted By:

4 WILICK LAW GROUP

5 // s // Marshal S. Willick, Esq.

6 MARSHAL S. WILICK, ESQ.

7 Nevada Bar No. 2515

8 RICHARD L. CRANE, ESQ.

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Attorneys for Defendant

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the Willick Law Group and that on this 22nd day of September, 2021, I caused the above and foregoing document entitled 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 hand delivery with signed Receipt of Copy.
- ☐ by First Class, Certified U.S. Mail.

To the persons listed below at the address, email address, and/or facsimile number indicated:

Mr. Jesus Luis Arevalo
4055 Box Canyon Falls
Las Vegas, NV 89085
wraith702@gmail.com

Jesus Arevalo
6935 Aliante Pkwy., Ste. 104 #286
N. Las Vegas, NV 89084

Jesus Arevalo
5612 N. Decatur Blvd., Ste. 130
P.O. Box 321
Las Vegas, NV 89031

/s/ Mallory Yeargan

An Employee of the Willick Law Group

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DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

JESUS LUIS AREVALO,
Plaintiff/Petitioner

-v.-

CATHERINE AREVALO
n/k/a CATHERINE DELAO,
Defendant/Respondent

Case No. D-11-448514-D

Department 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:
X \$0 ☐ **\$25** ☐ **\$57** ☐ **\$82** ☐ **\$129** ☐ **\$154**

Party filing Motion/Opposition: Willick Law Group Date: 9/22/21

Signature of Party or Preparer: /s/ Mallory Yeargan

P:\wp19\DELAO,C\DRAFTS\00521510.WPD\my

EXHIBIT “A”

EXHIBIT “A”

EXHIBIT “A”

WILICK LAW GROUP
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‡ FELLOW, INTERNATIONAL ACADEMY OF FAMILY LAWYERS
❖ NEVADA BOARD CERTIFIED FAMILY LAW SPECIALIST
❖ BOARD CERTIFIED FAMILY LAW TRIAL ADVOCATE
BY THE NATIONAL BOARD OF TRIAL ADVOCACY



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FIRM ADMINISTRATOR

FAITH FISH

E-MAIL ADDRESSES:

(FIRST NAME OF INTENDED RECIPIENT)@WILICKLAWGROUP.COM

August 6, 2021

Jesus Arevalo
6935 Aliante Pkwy., Ste. 104 #286
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Jesus Arevalo
5612 N. Decatur Blvd., Ste. 130
P.O. Box 321
Las Vegas, NV 89031

Mr. Jesus Luis Arevalo
4055 Box Canyon Falls
Las Vegas, NV 89085

Re: *Jesus Luis Arevalo v. Catherine DeLao*, Case No. D-11-448514-D
Sent via e-service ONLY to wrath702@gmail.com and vinni702@yahoo.com

Dear Mr. Arevalo:

By now you've received the *Order After Remand* entered by Judge Hoskin on July 30, 2021. The Judge ordered you to obtain a life insurance policy in the amount of \$201,751¹ that names Ms. Delao as the sole beneficiary. Please provide our office proof that you've secured the life insurance policy by September 9, 2021, and that she is named as the beneficiary. You will be required to prove that she remains the beneficiary without a change in designation at any time Ms. Delao requests.

If we do not hear from you, we will assume that you do not intend to comply with the Court's *Order* and will request that the Court allow Ms. Delao to obtain the policy on your life with you paying the

¹ Please see page 12, line 19-22, of the *Order After Remand*.

cost. If you fail to cooperate with obtaining, or paying for, the policy, we will have to seek the cost by way of an Indemnification QDRO, or obtain other security.

Additionally, we need to you to provide a schedule within the next week for how you intend to satisfy the following judgments:

- i. **Order from February 19, 2019:**
 - (1) Attorney's Fees \$4,210 (minus \$750) = \$3,460 plus interest from February 19, 2019 forward.
 - (2) Sanctions \$1,250, plus interest from February 19, 2019 forward.
- ii. **Order from May 6, 2020 Hearing:**
 - (1) Attorney's Fees \$2,850, plus interest from May 6, 2020 forward.
 - (2) Reimbursement of 2017 tax benefits: \$1,420, plus interest from May 6, 2020 forward.
 - (3) PERS Pension arrears of \$446.99/month from February 1, 2014 through November 1, 2016, \$455.93/month from December 1, 2016 through November 1, 2019, and \$488.58/month from December 1, 2019 through September 1, 2020, plus interest.
- iii. **Order from August 15, 2020:**
 - (1) Attorney's Fees deferred pending appeal (at issue for this hearing).²
- iv. Defendant's Motion for Order to Show Cause filed January 15, 2021:
 - (1) \$57.50 for half of Louie's eye doctor/glasses bill from March 18, 2020, plus interest.
 - (2) \$44.08 for half of Louie's pediatrician co-pay from March 24, 2020, plus interest.
 - (3) \$247.50 for your portion of Louie's dyslexia testing from July 27, 2020, plus interest.
- v. **Order from March 23, 2021:**
 - (1) Attorney's Fees \$5,245, plus interest from March 23, 2021 forward.

² This amount will be added to the judgments listed below once received from the Court.

Jesus Arevalo
August 6, 2021
Page 3

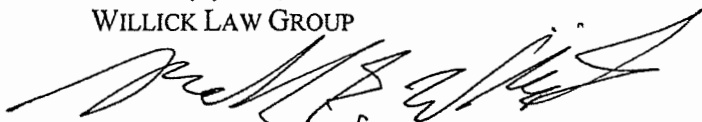
The Nevada Supreme Court held in *Reed*³ and *Kennedy*⁴:

liquidation of a judgment for arrearages may be scheduled in any manner the district court deems proper under the circumstances. See also *Chesler v. Chesler*, 87 Nev. 335, 486 P.2d 1198 (1971). California law also permits the judge to order that discharge of a judgment for arrearages be made in installment payments. See *Messenger v. Messenger*, 46 Cal.2d 619, 297 P.2d 988 (1956).⁵

TOTAL: \$61,680.30 if paid on July 5, 2021, accruing interest at \$7.34 per day.⁶

If you fail to provide a reasonable payment schedule within the next week, we will presume that you have no intention of satisfying these debts and will seek the same Indemnification QDRO to satisfy this debt as well.

Sincerely yours,
WILICK LAW GROUP

A handwritten signature in black ink, appearing to read 'Marshal S. Willick', is written over the typed name.

Marshal S. Willick, Esq.

P:\wp19\DELAO,C\CORRESPOND\00512529.WPD/my

³ *Reed v. Reed*, 88 Nev. 329, 497 P.2d 896 (1972).

⁴ *Kennedy v. Kennedy*, 98 Nev. 318, 646 P.2d 1226 (1982).

⁵ Quote taken from *Kennedy* which cited to *Reed*.

⁶ See MLAW calculation attached.

Arrearage Calculation Summary

Arevalo v. DeLao

Page: 1

Report Date: 08/05/2021

Summary of Amounts Due

Total Principal Due 08/05/2021:	\$51,071.02
Total Interest Due 08/05/2021:	\$10,609.28
Total Penalty Due 08/05/2021:	\$0.00
Amount Due if paid on 08/05/2021:	\$61,680.30
Amount Due if paid on 08/06/2021:	\$61,687.64
Daily Amount accruing as of 08/06/2021:	\$7.34

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
02/01/2014	446.99	02/01/2014	0.00	446.99	0.00
03/01/2014	446.99	03/01/2014	0.00	893.98	1.80
04/01/2014	446.99	04/01/2014	0.00	1,340.97	5.78
05/01/2014	446.99	05/01/2014	0.00	1,787.96	11.57
06/01/2014	446.99	06/01/2014	0.00	2,234.95	19.54
07/01/2014	446.99	07/01/2014	0.00	2,681.94	29.18
08/01/2014	446.99	08/01/2014	0.00	3,128.93	41.14
09/01/2014	446.99	09/01/2014	0.00	3,575.92	55.09
10/01/2014	446.99	10/01/2014	0.00	4,022.91	70.52
11/01/2014	446.99	11/01/2014	0.00	4,469.90	88.46
12/01/2014	446.99	12/01/2014	0.00	4,916.89	107.75
01/01/2015	446.99	01/01/2015	0.00	5,363.88	129.67
02/01/2015	446.99	02/01/2015	0.00	5,810.87	153.59
03/01/2015	446.99	03/01/2015	0.00	6,257.86	176.99
04/01/2015	446.99	04/01/2015	0.00	6,704.85	204.90
05/01/2015	446.99	05/01/2015	0.00	7,151.84	233.83
06/01/2015	446.99	06/01/2015	0.00	7,598.83	265.72
07/01/2015	446.99	07/01/2015	0.00	8,045.82	298.51
08/01/2015	446.99	08/01/2015	0.00	8,492.81	334.38
09/01/2015	446.99	09/01/2015	0.00	8,939.80	372.25
10/01/2015	446.99	10/01/2015	0.00	9,386.79	410.83
11/01/2015	446.99	11/01/2015	0.00	9,833.78	452.68
12/01/2015	446.99	12/01/2015	0.00	10,280.77	495.12

01/01/2016	446.99	01/01/2016	0.00	10,727.76	540.96
02/01/2016	446.99	02/01/2016	0.00	11,174.75	590.93
03/01/2016	446.99	03/01/2016	0.00	11,621.74	639.63
04/01/2016	446.99	04/01/2016	0.00	12,068.73	693.77
05/01/2016	446.99	05/01/2016	0.00	12,515.72	748.18
06/01/2016	446.99	06/01/2016	0.00	12,962.71	806.48
07/01/2016	446.99	07/01/2016	0.00	13,409.70	864.92
08/01/2016	446.99	08/01/2016	0.00	13,856.69	927.39
09/01/2016	446.99	09/01/2016	0.00	14,303.68	991.94
10/01/2016	446.99	10/01/2016	0.00	14,750.67	1,056.42
11/01/2016	446.99	11/01/2016	0.00	15,197.66	1,125.14
12/01/2016	455.93	12/01/2016	0.00	15,653.59	1,193.65
01/01/2017	455.93	01/01/2017	0.00	16,109.52	1,266.58
02/01/2017	455.93	02/01/2017	0.00	16,565.45	1,345.25
03/01/2017	455.93	03/01/2017	0.00	17,021.38	1,418.32
04/01/2017	455.93	04/01/2017	0.00	17,477.31	1,501.44
05/01/2017	455.93	05/01/2017	0.00	17,933.24	1,584.04
06/01/2017	455.93	06/01/2017	0.00	18,389.17	1,671.62
07/01/2017	455.93	07/01/2017	0.00	18,845.10	1,758.53
08/01/2017	455.93	08/01/2017	0.00	19,301.03	1,858.56
09/01/2017	455.93	09/01/2017	0.00	19,756.96	1,961.01
10/01/2017	455.93	10/01/2017	0.00	20,212.89	2,062.51
11/01/2017	455.93	11/01/2017	0.00	20,668.82	2,169.80
12/01/2017	455.93	12/01/2017	0.00	21,124.75	2,275.98
01/01/2018	455.93	01/01/2018	0.00	21,580.68	2,388.11
02/01/2018	455.93	02/01/2018	0.00	22,036.61	2,507.25
03/01/2018	455.93	03/01/2018	0.00	22,492.54	2,617.13
04/01/2018	455.93	04/01/2018	0.00	22,948.47	2,741.30
05/01/2018	455.93	05/01/2018	0.00	23,404.40	2,863.90
06/01/2018	455.93	06/01/2018	0.00	23,860.33	2,993.11
07/01/2018	455.93	07/01/2018	0.00	24,316.26	3,120.58
08/01/2018	455.93	08/01/2018	0.00	24,772.19	3,265.14
09/01/2018	455.93	09/01/2018	0.00	25,228.12	3,412.42
10/01/2018	455.93	10/01/2018	0.00	25,684.05	3,557.57
11/01/2018	455.93	11/01/2018	0.00	26,139.98	3,710.27
12/01/2018	455.93	12/01/2018	0.00	26,595.91	3,860.66
01/01/2019	455.93	01/01/2019	0.00	27,051.84	4,018.78
02/01/2019	455.93	02/01/2019	0.00	27,507.77	4,191.09

02/19/2019	3,460.00	02/19/2019	0.00	30,967.77	4,292.84
02/19/2019	1,250.00	02/19/2019	0.00	32,217.77	4,292.84
03/01/2019	455.93	03/01/2019	0.00	32,673.70	4,359.04
04/01/2019	455.93	04/01/2019	0.00	33,129.63	4,567.16
05/01/2019	455.93	05/01/2019	0.00	33,585.56	4,771.39
06/01/2019	455.93	06/01/2019	0.00	34,041.49	4,985.32
07/01/2019	455.93	07/01/2019	0.00	34,497.42	5,195.17
08/01/2019	455.93	08/01/2019	0.00	34,953.35	5,414.91
09/01/2019	455.93	09/01/2019	0.00	35,409.28	5,637.56
10/01/2019	455.93	10/01/2019	0.00	35,865.21	5,855.84
11/01/2019	455.93	11/01/2019	0.00	36,321.14	6,084.29
12/01/2019	488.58	12/01/2019	0.00	36,809.72	6,308.19
01/01/2020	488.58	01/01/2020	0.00	37,298.30	6,542.66
02/01/2020	488.58	02/01/2020	0.00	37,786.88	6,755.90
03/01/2020	488.58	03/01/2020	0.00	38,275.46	6,958.00
03/18/2020	57.50	03/18/2020	0.00	38,332.96	7,078.01
03/24/2020	44.08	03/24/2020	0.00	38,377.04	7,120.42
04/01/2020	488.58	04/01/2020	0.00	38,865.62	7,177.04
05/01/2020	488.58	05/01/2020	0.00	39,354.20	7,392.08
05/06/2020	2,850.00	05/06/2020	0.00	42,204.20	7,428.37
05/06/2020	1,420.00	05/06/2020	0.00	43,624.20	7,428.37
06/01/2020	488.58	06/01/2020	0.00	44,112.78	7,637.55
07/01/2020	488.58	07/01/2020	0.00	44,601.36	7,881.62
07/27/2020	247.50	07/27/2020	0.00	44,848.86	8,047.96
08/01/2020	488.58	08/01/2020	0.00	45,337.44	8,080.13
09/01/2020	488.58	09/01/2020	0.00	45,826.02	8,281.73
01/01/2021	0.00	01/01/2021	0.00	45,826.02	9,083.68
03/23/2021	5,245.00	03/23/2021	0.00	51,071.02	9,617.59
07/01/2021	0.00	07/01/2021	0.00	51,071.02	10,352.17
08/05/2021	0.00	08/05/2021	0.00	51,071.02	10,609.28
Totals	51,071.02		0.00	51,071.02	10,609.28

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
 Interest and penalties are calculated using number of days past due.
 Payments apply to principal amounts only.
 Interest is not compounded, but accrued only.
 Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016		5.75%	from Jan 2017 to Jun 2017
6.25%	from Jul 2017 to Dec 2017		6.50%	from Jan 2018 to Jun 2018
7.00%	from Jul 2018 to Jan 2019		7.50%	from Jan 2019 to Jun 2019
7.50%	from Jul 2019 to Dec 2019		6.75%	from Jan 2020 to Jun 2020
5.25%	from Jul 2020 to Dec 2020		5.25%	from Jan 2021 to Jun 2021
5.25%	from Jul 2021 to Dec 2021			

Report created by:

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End of Report

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

Arrearage Calculation Summary

Arevalo v. Delao

Page: 1

Report Date: 09/22/2021

Summary of Amounts Due

Total Principal Due 09/21/2021:	\$40,209.05
Total Interest Due 09/21/2021:	\$8,148.40
Total Penalty Due 09/21/2021:	\$0.00
Amount Due if paid on 09/21/2021:	\$48,357.45
Amount Due if paid on 09/22/2021:	\$48,363.23
Daily Amount accruing as of 09/22/2021:	\$5.78

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
02/01/2014	446.99	02/01/2014	0.00	446.99	0.00
03/01/2014	446.99	03/01/2014	0.00	893.98	1.80
04/01/2014	446.99	04/01/2014	0.00	1,340.97	5.78
05/01/2014	446.99	05/01/2014	0.00	1,787.96	11.57
06/01/2014	446.99	06/01/2014	0.00	2,234.95	19.54
07/01/2014	446.99	07/01/2014	0.00	2,681.94	29.18
08/01/2014	446.99	08/01/2014	0.00	3,128.93	41.14
09/01/2014	446.99	09/01/2014	0.00	3,575.92	55.09
10/01/2014	446.99	10/01/2014	0.00	4,022.91	70.52
11/01/2014	446.99	11/01/2014	0.00	4,469.90	88.46
12/01/2014	446.99	12/01/2014	0.00	4,916.89	107.75
01/01/2015	446.99	01/01/2015	0.00	5,363.88	129.67
02/01/2015	446.99	02/01/2015	0.00	5,810.87	153.59
03/01/2015	446.99	03/01/2015	0.00	6,257.86	176.99
04/01/2015	446.99	04/10/2015	375.00	6,329.85	213.58
04/25/2015	0.00	04/25/2015	150.00	6,179.85	227.23
05/01/2015	446.99	05/25/2015	150.00	6,476.84	255.44
06/01/2015	446.99	06/25/2015	150.00	6,773.83	285.87
07/01/2015	446.99	07/25/2015	150.00	7,070.82	316.64
08/01/2015	446.99	08/25/2015	150.00	7,367.81	349.71
09/01/2015	446.99	09/26/2015	150.00	7,664.80	385.23
10/01/2015	446.99	10/24/2015	150.00	7,961.79	417.58
11/01/2015	446.99	11/01/2015	0.00	8,408.78	426.74

12/01/2015	446.99	12/02/2015	150.00	8,705.77	464.30
12/27/2015	0.00	12/27/2015	150.00	8,555.77	495.60
01/01/2016	446.99	01/22/2016	150.00	8,852.76	530.16
02/01/2016	446.99	02/20/2016	150.00	9,149.75	570.02
03/01/2016	446.99	03/26/2016	150.00	9,446.74	619.82
04/01/2016	446.99	04/30/2016	150.00	9,743.73	671.46
05/01/2016	446.99	05/29/2016	150.00	10,040.72	715.80
06/01/2016	446.99	06/01/2016	0.00	10,487.71	720.33
07/01/2016	446.99	07/04/2016	150.00	10,784.70	772.54
07/30/2016	0.00	07/30/2016	150.00	10,634.70	814.67
08/01/2016	446.99	08/27/2016	150.00	10,931.69	861.17
09/01/2016	446.99	09/01/2016	0.00	11,378.68	869.38
10/01/2016	446.99	10/01/2016	150.00	11,675.67	920.68
10/29/2016	0.00	10/29/2016	150.00	11,525.67	969.81
11/01/2016	446.99	11/29/2016	150.00	11,822.66	1,025.38
12/01/2016	455.93	12/01/2016	0.00	12,278.59	1,028.93
01/01/2017	455.93	01/03/2017	150.00	12,584.52	1,090.14
01/29/2017	0.00	01/29/2017	150.00	12,434.52	1,141.69
02/01/2017	455.93	02/01/2017	0.00	12,890.45	1,147.57
03/01/2017	455.93	03/04/2017	150.00	13,196.38	1,210.73
03/31/2017	0.00	03/31/2017	150.00	13,046.38	1,266.86
04/01/2017	455.93	04/01/2017	0.00	13,502.31	1,268.92
05/01/2017	455.93	05/09/2017	150.00	13,808.24	1,350.32
06/01/2017	455.93	06/10/2017	150.00	14,114.17	1,420.58
07/01/2017	455.93	07/12/2017	150.00	14,420.10	1,494.71
07/29/2017	0.00	07/29/2017	150.00	14,270.10	1,536.69
08/01/2017	455.93	08/25/2017	150.00	14,576.03	1,604.54
09/01/2017	455.93	09/26/2017	150.00	14,881.96	1,686.36
10/01/2017	455.93	10/25/2017	150.00	15,187.89	1,762.13
11/01/2017	455.93	11/01/2017	0.00	15,643.82	1,780.34
12/01/2017	455.93	12/02/2017	150.00	15,949.75	1,863.45
12/31/2017	0.00	12/31/2017	150.00	15,799.75	1,942.66
01/01/2018	455.93	01/29/2018	150.00	16,105.68	2,023.71
02/01/2018	455.93	02/26/2018	150.00	16,411.61	2,106.05
03/01/2018	455.93	03/28/2018	150.00	16,717.54	2,195.92
04/01/2018	455.93	04/29/2018	150.00	17,023.47	2,293.46
05/01/2018	455.93	05/29/2018	150.00	17,329.40	2,386.68
06/01/2018	455.93	06/27/2018	150.00	17,635.33	2,478.29

07/01/2018	455.93	07/31/2018	150.00	17,941.26	2,594.94
08/01/2018	455.93	08/01/2018	0.00	18,397.19	2,598.38
09/01/2018	455.93	09/07/2018	150.00	18,703.12	2,729.45
09/26/2018	0.00	09/26/2018	150.00	18,553.12	2,797.60
10/01/2018	455.93	10/01/2018	0.00	19,009.05	2,815.39
11/01/2018	455.93	11/06/2018	150.00	19,314.98	2,947.07
12/01/2018	455.93	12/07/2018	150.00	19,620.91	3,062.42
01/01/2019	455.93	01/07/2019	150.00	19,926.84	3,181.25
01/29/2019	0.00	01/29/2019	150.00	19,776.84	3,271.33
02/01/2019	455.93	02/25/2019	150.00	20,082.77	3,383.30
03/01/2019	455.93	03/01/2019	0.00	20,538.70	3,399.80
04/01/2019	455.93	04/08/2019	150.00	20,844.63	3,560.83
04/25/2019	0.00	04/25/2019	200.00	20,644.63	3,633.64
05/01/2019	455.93	05/01/2019	0.00	21,100.56	3,659.10
06/01/2019	455.93	06/01/2019	185.97	21,370.52	3,793.50
06/26/2019	0.00	06/26/2019	150.00	21,220.52	3,903.28
07/01/2019	455.93	07/27/2019	150.00	21,526.45	4,040.89
08/01/2019	455.93	08/30/2019	150.00	21,832.38	4,194.00
09/01/2019	455.93	09/01/2019	0.00	22,288.31	4,202.97
10/01/2019	455.93	10/21/2019	150.00	22,594.24	4,433.83
11/01/2019	455.93	11/01/2019	0.00	23,050.17	4,484.90
12/01/2019	488.58	12/21/2019	150.00	23,388.75	4,723.73
01/01/2020	488.58	01/01/2020	0.00	23,877.33	4,776.59
02/01/2020	488.58	02/12/2020	150.00	24,215.91	4,962.54
02/12/2020	0.00	02/12/2020	150.00	24,065.91	4,962.54
03/01/2020	488.58	03/09/2020	150.00	24,404.49	5,078.65
03/09/2020	0.00	03/09/2020	2,000.00	22,404.49	5,078.65
03/18/2020	57.50	03/18/2020	0.00	22,461.99	5,115.84
03/24/2020	44.08	03/24/2020	0.00	22,506.07	5,140.70
03/24/2020	3,460.00	03/24/2020	0.00	25,966.07	5,140.70
03/24/2020	1,250.00	03/24/2020	0.00	27,216.07	5,140.70
04/01/2020	488.58	04/22/2020	150.00	27,554.65	5,288.15
05/01/2020	488.58	05/01/2020	0.00	28,043.23	5,333.89
05/06/2020	2,850.00	05/06/2020	0.00	30,893.23	5,359.75
05/06/2020	1,420.00	05/08/2020	150.00	32,163.23	5,371.67
06/01/2020	488.58	06/01/2020	0.00	32,651.81	5,514.03
06/09/2020	2,850.00	06/24/2020	150.00	35,351.81	5,660.41
07/01/2020	488.58	07/24/2020	150.00	35,690.39	5,824.30

07/27/2020	247.50	07/27/2020	0.00	35,937.89	5,839.66
08/01/2020	488.58	08/24/2020	150.00	36,276.47	5,985.61
09/01/2020	488.58	09/23/2020	150.00	36,615.05	6,143.26
10/25/2020	0.00	10/25/2020	146.00	36,469.05	6,311.33
11/25/2020	0.00	11/25/2020	155.00	36,314.05	6,473.49
12/25/2020	0.00	12/25/2020	150.00	36,164.05	6,629.76
01/01/2021	0.00	01/25/2021	150.00	36,014.05	6,790.92
02/25/2021	0.00	02/25/2021	150.00	35,864.05	6,951.50
03/23/2021	5,245.00	03/25/2021	150.00	40,959.05	7,097.45
04/25/2021	0.00	04/25/2021	150.00	40,809.05	7,280.08
05/26/2021	0.00	05/26/2021	150.00	40,659.05	7,462.04
06/25/2021	0.00	06/25/2021	150.00	40,509.05	7,637.49
07/01/2021	0.00	07/25/2021	150.00	40,359.05	7,812.29
08/25/2021	0.00	08/25/2021	150.00	40,209.05	7,992.25
09/21/2021	0.00	09/21/2021	0.00	40,209.05	8,148.40
Totals	53,921.02		13,711.97	40,209.05	8,148.40

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
 Interest and penalties are calculated using number of days past due.
 Payments apply to principal amounts only.
 Interest is not compounded, but accrued only.
 Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016		5.75%	from Jan 2017 to Jun 2017
6.25%	from Jul 2017 to Dec 2017		6.50%	from Jan 2018 to Jun 2018
7.00%	from Jul 2018 to Jan 2019		7.50%	from Jan 2019 to Jun 2019
7.50%	from Jul 2019 to Dec 2019		6.75%	from Jan 2020 to Jun 2020
5.25%	from Jul 2020 to Dec 2020		5.25%	from Jan 2021 to Jun 2021
5.25%	from Jul 2021 to Dec 2021			

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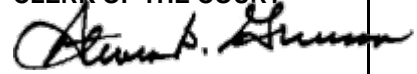
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End of Report

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

JESUS LUIS AREVALO,
Plaintiff,

vs.

CATHERINE AREVALO
n/k/a CATHERINE DELAO,
Defendant.

CASE NO: D-11-448514-D
DEPT. NO: E

DATE OF HEARING:
TIME OF HEARING:

**EX PARTE APPLICATION
FOR AN ORDER TO SHOW CAUSE WHY JESUS LUIS AREVALO
FOR FAILURE TO ABIDE BY THE COURT'S JULY 30, 2021, ORDER
AFTER REMAND
AND
MOTION FOR ORDER TO COOPERATE IN OBTAINING A LIFE
INSURANCE POLICY AND AN INDEMNIFICATION QUALIFIED
DOMESTIC RELATIONS ORDER AND ATTORNEY'S FEES AND COSTS**

Defendant, Catherine Delao, by and through her counsel of the WILICK LAW GROUP, hereby requests this Court to issue an Order to Show Cause requiring Plaintiff, Jesus Luis Arevalo, to personally appear and show cause why he should not be found in contempt and sanctioned for his failure to:

1 Obtain the required life insurance policy with a minimum face value of
2 \$201,751 to secure Catherine's interest in Jesus' Nevada PERS benefits, and he
3 should personally appear and show cause as to why he should not pay all fees
4 incurred by Catherine in these proceedings.

5 This *Application* is made and based upon the pleadings, papers, and other
6 documents on file herein, and any oral argument of counsel allowed by the Court at
7 the time of hearing this matter.

8 9 **POINTS AND AUTHORITIES**

10 **I. RELEVANT FACTS**

11 The relevant background facts are detailed in Catherine's *Defendant's Motion*
12 *for Order to Show Cause Why Plaintiff Should not be Held in Contempt of Court for*
13 *Failure to Abide by the Court's July 30, 2021, Order after Remand and Motion for*
14 *Order to Cooperate in Obtaining a Life Insurance Policy and an Indemnification*
15 *Qualified Domestic Relations Order and Attorney's Fees and Costs.*¹

16 The relevant specific violations of the specific court order, with required
17 citations, per the rule cited below are cited in the actual motion seeking issuance of
18 the Order to Show Cause.

19 20 **II. LEGAL ANALYSIS**

21 The legal analysis for the contempt and fees requested are set out in the
22 *Motion*. As to this *Application*, EDCR 5.510 states, in relevant part:

23 (b) The party seeking the OSC shall submit an ex parte application for issuance
24 of the OSC to the court, accompanied by a copy of the filed motion for OSC
and a copy of the proposed OSC.

25 (c) Upon review of the motion and application, the court may:

- 26 (1) Deny the motion and vacate the hearing;
27 (2) Issue the requested OSC, to be heard at the motion hearing;
(3) Reset the motion hearing to an earlier or later time; or

28 ¹ The *Motion* is attached as Exhibit A.

1 (4) Leave the hearing on calendar without issuing the OSC so as to address
2 issues raised in the motion at that time, either resolving them or issuing the
OSC at the hearing.

3 (d) If an OSC is issued in advance of the first hearing, the moving party shall
4 serve it and the application for OSC on the accused contemnor.

5 (e) At the first hearing after issuance of the OSC, the accused contemnor may
6 be held in contempt, or not, or the court may continue the hearing with
7 directions on the issue. At the first or any subsequent hearing after issuance
of an OSC, if the accused contemnor does not appear, a bench warrant may be
issued to secure attendance at a future hearing, or other relief may be ordered.

8 This *Application* seeks only to have the issuance of an order for a hearing to
9 be held, and is therefore one that may be submitted *ex parte*, the objective being that
10 only a single contested hearing, on notice, should be required for any motion to have
11 a party held in contempt of a prior order.

12 III. CONCLUSION

13 Based on the above, Catherine respectfully requests the following relief:

- 14 1. For the issuance of an *Order to Show Cause* as to why Jesus should not
15 be held in contempt, and requiring him to attend the upcoming hearing
16 in person. A proposed *Order* is submitted with this *Application*.²

17 **DATED** this 22nd day of September, 2021.

18
19 Respectfully Submitted By:

20 WILICK LAW GROUP

21 // s // Marshal S. Willick, Esq.
22 MARSHAL S. WILICK, ESQ.
23 Nevada Bar No. 2515
24 RICHARD L. CRANE, ESQ.
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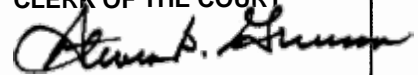
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26
27
28 ² The *Order to Show Cause* is attached as Exhibit B.

EXHIBIT “A”

EXHIBIT “A”

EXHIBIT “A”



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

JESUS LUIS AREVALO,
Plaintiff,

vs.

CATHERINE AREVALO
n/k/a CATHERINE DELAO,
Defendant.

CASE NO: D-11-448514-D
DEPT. NO: E

DATE OF HEARING:
TIME OF HEARING:

ORAL ARGUMENT REQUESTED: Yes ☒ No

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.

DEFENDANT'S MOTION FOR:

**ORDER TO SHOW CAUSE WHY PLAINTIFF SHOULD NOT BE HELD
IN CONTEMPT OF COURT FOR FAILURE TO ABIDE BY THE
COURT'S JULY 30, 2021, ORDER AFTER REMAND; AN ORDER TO
COOPERATE IN OBTAINING A LIFE INSURANCE POLICY; AN
INDEMNIFICATION QDRO AND ATTORNEY'S FEES AND COSTS;
AND CLARIFICATIONS**

1 **I. INTRODUCTION**

2 Jesus continues to disregard this Court's orders. His actions have required
3 Catherine to incur significant legal fees to collect what this Court has already deemed
4 is rightfully hers.

5 At the last hearing in this department, the Court gave Jesus ample opportunity
6 to respond to the remand from the Nevada Court of Appeals. He not only failed to
7 provide any relevant information to assist the Court, but attempted to use the time to
8 re-argue issues that were not before the Court.

9 Now, with a valid and unappealable *Order after Remand*, Jesus has gone radio
10 silent. He has ignored written requests to obtain the required life insurance policy or
11 to provide a schedule for the payment of his arrears and attorney's fees. This *Motion*
12 is presented to allow the Court the ability to assist Catherine with as little interference
13 by Jesus, and as little waste of further time and money, as possible.

14 Catherine respectfully seeks entry of an order to show cause as to why Jesus
15 should not be held in contempt, and for corresponding contempt sanctions, for actual
16 payment by way of an indemnification QDRO, and an award of her actual attorney's
17 fees and costs.

18
19 **II. FACTS**

20 The parties were divorced nearly a decade ago and have been in and out of
21 court continuously since then due to Jesus' repeated failure to follow Court orders.
22 To promote judicial and party economy we will not repeat the previously detailed
23 statements of fact, which are incorporated by reference. We provide only those facts
24 that have occurred since the remand from the Nevada Court of Appeals.

25 On March 30, 2021, the Nevada Court of Appeals issued its *Order Affirming*
26 *in Part, Reversing in Part, Dismissing in Part, and Remanding*. Of particular
27 importance to this *Motion*, the Court of Appeals found that this Court's calculation
28 as to arrears for the PERS benefits was correct, that this Court was to determine if the

1 life insurance policy was subject to the statute of limitations and if not, that the
2 correct amount of the policy was to be determined, and finally, that this Court make
3 findings in accordance with *Brunzell*¹ and *Wright*² for an award of attorney's fees and
4 costs.

5 On April 19, Jesus filed a *Petition for Review by Nevada Supreme Court*.

6 On May 4, the Supreme Court denied the *Petition*.

7 On May 11, this Court issued its *Order after Remand Setting Briefing* that
8 required both Catherine and Jesus to file a brief on the remanded issues not later than
9 June 11.

10 On May 18, The Supreme Court issued its *Remittitur*.

11 On June 11, both Catherine and Jesus filed their required briefs.

12 On June 21, this Court issued its *Order Setting Oral Argument* after finding
13 that after reviewing the briefs, Jesus' position was still unclear. The hearing was set
14 for July 7.

15 On July 6, Jesus filed an *Ex Parte Motion to Continue Hearing*, claiming to
16 have been ill and not being afforded enough time to produce the expert witness he
17 believed was necessary for the hearing. He additionally claimed to be in the process
18 of hiring an attorney.

19 On July 7, this Court held the scheduled hearing, heard argument concerning
20 the requested continuance and granted the requested continuance until July 21.

21 On July 21, the Court held the hearing at issue. Catherine and her counsel were
22 present and Jesus appeared in proper person without any expert witness, or counsel,
23 or any other exhibits or evidence to support his position.

27 ¹ *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

28 ² *Wright v. Osburn*, 114 Nev. 1367, 970 P.2d 1071 (1998).

1 On July 30, the Court issued its *Order after Remand* which required Jesus to
2 obtain an insurance policy with a face value of \$201,751 naming Catherine as the sole
3 beneficiary.

4 On August 6, we sent Jesus a letter requiring that he respond by September 9,
5 concerning his obtaining the insurance policy. The letter also detailed a number of
6 financial *Orders* this Court has awarded Catherine and asked that Jesus provide a
7 proposed payment schedule.³ Jesus never responded. More than another month has
8 passed.

9 This *Motion* follows.

10
11 **III. ARGUMENT**

12 **A. Motion for Order to Show Cause**

13 **1. Jesus Should be Held in Contempt for His Failure to Abide by**
14 **the July 30, 2021, *Order after Remand***

15 The *Order after Remand* states on page 12 lines 5 through 9:

16 As such, this Court accepts Defendant's value for the life insurance policy of
17 \$201,751.00. *See* analysis contained within Defendant's July 11, 2021 Brief,
18 pages 18 - 20. Such is the value Plaintiff is required to obtain pursuant to prior
19 court orders.

20 The *Order* further states at page 12 lines 19 through 21:

21 IT IS FURTHER ORDERED that the appropriate and acceptable value for the
22 life insurance policy Plaintiff shall obtain shall be at least \$201,751.00.

23 The issue of the life insurance policy reaches back to the *Order* filed on June
24 9, 2020, where the Court stated at page 3, lines 20 through 23:

25 The Court will note it was Plaintiff who stipulated and agreed in open court on
26 10/30/2012 he would provide the life insurance in order to resolve the issue
27 and secure the survivor benefit that did not exist under the PERS policy at that
28 time.

³ See Exhibit A, copy of letter sent to Jesus on August 6, 2021.

1 Jesus has delayed getting the life insurance policy for over 9 years. He has had
2 the obligation to do so since 2012. His continued refusal to obtain the policy only
3 endangers Catherine's interest, and it needs to stop.

4 Jesus was given plenty of time to obtain – or at least communicate with us his
5 intention and plan to obtain – the requisite life insurance policy after the *Order after*
6 *Remand*. He has refused to act or even respond. As such, we ask the Court to hold
7 Jesus in contempt for his failure to obtain the policy.

8 As a remedy, we ask the Court to allow Catherine to obtain the life insurance
9 policy at Jesus' expense. If he refuses to comply and cooperate as necessary for her
10 to obtain the policy,⁴ we ask that he be incarcerated until he does comply. The
11 premium payments for the policy will be obtained through an indemnification QDRO
12 as more clearly detailed below.

13 14 **2. Jesus Has Not Made Any Significant Payments Toward** 15 **Previous Judgments**

16 Jesus has ignored this Court's *Orders* to pay Catherine any moneys that he
17 owes her, with the exception of the \$150 per month that he has paid consistently but
18 usually late, and which never result in the judgments actually being paid.⁵

19 The amounts listed below have all been reduced to judgment and are collectible
20 by all lawful means. As discussed below, since Jesus has gone to some lengths to
21 prevent collection by any other means, the lawful means we seek is an
22 indemnification QDRO of his PERS benefits.

23 These are *Orders* that have yet to be satisfied:

24
25 ⁴ This might involve answering health questions or a physical examination.

26 ⁵ At the rate of current payment, even without considering interest, payoff would take some
27 26 years ($\$48,000 \div \$150 = 320 \div 12 = 26.666$); with statutory interest, it is impossible for the
28 existing arrears to be satisfied within the parties' expected lifetimes. And sums are still accruing –
for example, Jesus has not paid his half (\$111) of Louie's most recent optometrist bill from March,
2021.

1 **Order from February 19, 2019:**

2 Attorney's Fees \$4,210 (minus \$750) = \$3,460 plus interest from February 19, 2019
3 forward.

4 Sanctions \$1,250, plus interest from February 19, 2019 forward.

5 **Order from May 6, 2020 Hearing:**

6 Attorney's Fees \$2,850, plus interest from May 6, 2020 forward.

7 Reimbursement of 2017 tax benefits: \$1,420, plus interest from May 6, 2020
8 forward.

9 PERS Pension arrears of \$446.99/month from February 1, 2014 through
10 November 1, 2016, \$455.93/month from December 1, 2016 through November
11 1, 2019, and \$488.58/month from December 1, 2019 through September 1,
12 2020, plus interest.

13 **Order from August 15, 2020:**

14 Attorney's Fees deferred pending appeal (at issue for this hearing).⁶

15 Defendant's Motion for Order to Show Cause filed January 15, 2021:

16 \$57.50 for half of Louie's eye doctor/glasses bill from March 18, 2020, plus
17 interest.

18 \$44.08 for half of Louie's pediatrician co-pay from March 24, 2020, plus
19 interest.

20 \$247.50 for your portion of Louie's dyslexia testing from July 27, 2020, plus
21 interest.

22 **Order from March 23, 2021:**

23 Attorney's Fees \$5,245, plus interest from March 23, 2021, forward.

24 The Nevada Supreme Court held in *Reed*⁷ and *Kennedy*⁸:

25 liquidation of a judgment for arrearages may be scheduled in any manner the
26 district court deems proper under the circumstances. See also *Chesler v.*
27 *Chesler*, 87 Nev. 335, 486 P.2d 1198 (1971). California law also permits the
28 judge to order that discharge of a judgment for arrearages be made in
installment payments. See *Messenger v. Messenger*, 46 Cal.2d 619, 297 P.2d
988 (1956).⁹

29 TOTAL OWED: \$48,357.45 if paid on September 21, 2021, accruing interest
30 at \$5.78 per day.¹⁰

31 We ask the Court to increase the amount paid to Catherine from Jesus' PERS
32 benefits by an additional \$1,500 per month. Approximately \$500 of this amount will
33

34 ⁶ This amount will be added to the judgments listed below once received from the Court.

35 ⁷ *Reed v. Reed*, 88 Nev. 329, 497 P.2d 896 (1972).

36 ⁸ *Kennedy v. Kennedy*, 98 Nev. 318, 646 P.2d 1226 (1982).

37 ⁹ Quote taken from *Kennedy* which cited to *Reed*.

38 ¹⁰ See Exhibit B, MLAW calculation.

1 go toward the cost of the life insurance policy with all remaining sums going toward
2 the arrearages.¹¹

3 Nevada PERS allows all but \$10 per month to be awarded to an alternate
4 payee. Specifically,

5 NRS 286.6703 Policy 13.9: If the judgment, decree, or order awards 100% of
6 the benefit to the alternate payee, the alternate payee shall receive 100%, less
a minimum check of \$10.00 to the retired employee.¹²

7 At the requested rate of payment, it will take over 4 years for Jesus to repay
8 Catherine what she is owed.

10 3. Contempt

11 NRS 22.010 provides in pertinent part:

12 The following acts or omissions shall be deemed contempts:

13 1. Disorderly, contemptuous or insolent behavior toward the judge
14 while the judge is holding court, or engaged in judicial duties at
15 chambers, or toward masters or arbitrators while sitting on a reference
or arbitration, or other judicial proceeding.

16 2. A breach of the peace, boisterous conduct or violent disturbance in
17 the presence of the court, or in its immediate vicinity, tending to
interrupt the due course of the trial or other judicial proceeding.

18 3. *Disobedience or resistance to any lawful writ, order, rule or*
19 *process issued by the court or judge at chambers.* [Emphasis Added]

20 Further, NRS 22.100 dictates the penalties for contempt, as follows:

21 1. Upon the answer and evidence taken, the court or judge or jury, as
22 the case may be, shall determine whether the person proceeded against
is guilty of the contempt charged.

23 2. Except as otherwise provided in NRS 22.110, if a person is found
24 guilty of contempt, a fine may be imposed on him not exceeding \$500
or he may be imprisoned not exceeding 25 days, or both.

25 ¹¹ We will not know the actual cost of the insurance until an appropriate company offers a
26 quote; any variation from the estimate will go toward, or reduce, payment of the arrears as set out
27 here.

28 ¹² See Official Policies of the Public Employees' Retirement System of Nevada Effective July
1, 2019, at [https://www.nvpers.org/public/employers/PERS Official Policies.pdf](https://www.nvpers.org/public/employers/PERS%20Official%20Policies.pdf).

1 3. In addition to the penalties provided in subsection 2, if a person is
2 found guilty of contempt pursuant to subsection 3 of NRS 22.010, the
3 court may require the person pay to the party seeking to enforce the
4 writ, order, rule or process the reasonable expenses, including, without
5 limitation, attorneys fees, incurred by the party as a result of the
6 contempt.

7 The Court can hold Jesus in contempt of court for his failure to provide the life
8 insurance policy which has been due for over 9 years. We only ask that the Court
9 incarcerate Jesus if he refuses to cooperate – by action or inaction – in Catherine
10 obtaining the life insurance policy that he was supposed to obtain.

11 **B. Motion for Indemnification QDRO**

12 Jesus has made it perfectly clear that he will not voluntarily pay Catherine any
13 portion of what is owed to her, and has gone to some lengths to make sure assets and
14 accounts are not in his own name so as to stymie collection of the judgments against
15 him by normal garnishment and execution. He has repeatedly asked for stays and
16 reversals of all sums owed by him from this Court and appellate courts. All requests
17 for stays of collection have been denied, and formal rejection of his latest appeal has
18 been issued.

19 If Jesus has still not paid the sums ordered through the date of the contempt
20 hearing, it will apparently be necessary for this Court to issue an indemnification
21 QDRO re-directing an additional \$1,500 per month from Jesus' share of the PERS
22 retirement payments until the judgments are paid. This would remain in effect
23 pending satisfaction of Jesus' outstanding judgments owed to Catherine, as described
24 above. No other means of enforcing this Court's orders is known.

25 The background law for such an order is straight-forward. Virtually *any*
26 judgment, decree, or order dealing with alimony or support for a spouse, former
27 spouse, child, or other dependent made according to local domestic relations law is
28 considered a domestic relations order, or "DRO."

1 In *Trustees of Directors Guild of America v. Tise*, the 9th Circuit Court of
2 Appeals awarded Suzanne Tise, the mother of the plan participant's child, child
3 support arrears coupled with an attorney's fee award.¹³ The court agreed with the trial
4 court's determination that a QDRO could be utilized for purposes of collecting the
5 *entirety* of the awards made to Ms. Tise, including her award of attorney's fees.
6 Since the order stated a specific lump sum was owed to Ms. Tise, the statutory
7 requirements under ERISA that the order include the amount owed and the number
8 of payments were satisfied.¹⁴

9 In *Blue v. UAL Corporation*, the retirement plan participant contested an
10 Illinois District Court judgment allowing his ex-wife to collect the attorney's fees she
11 was awarded as part of her child support collection case from his United Airlines
12 pension. The participant contended that affording his ex the opportunity to collect
13 attorney's fees from his pension was a violation of ERISA's anti-alienation clause.
14 The trial court and the Seventh Circuit disagreed, holding that the *pension fund was*
15 *simply a source of wealth to which the holder of a judgment may turn for*
16 *satisfaction by way of a QDRO*.¹⁵

25 ¹³ *Trustees of Directors Guild of America v. Tise*, 234 F.3d 415 (9th Cir. 2000).

26 ¹⁴ *Id.* The decisions recited here discuss ERISA-regulated QDROs, but the principal is
27 identical for PERS-regulated QDROs, as discussed below.

28 ¹⁵ *See Blue v. UAL Corporation*, 160 F.3d 383, 385 (7th Cir. 1998).

1 Numerous other states agree with the conclusion of the *Blue* and *Tise* courts¹⁶
2 and there appears to be a nearly universal consensus that a QDRO may be used to
3 collect *any judgment* in a domestic relations case.¹⁷ The Massachusetts Supreme
4 Court perhaps explained it best in *Silverman v. Spiro*:

5 The issue of the validity of a QDRO to recover attorney's fees is one we have
6 not decided. ERISA itself does not expressly permit an assignment of
7 retirement funds pursuant to a QDRO to satisfy an award of attorney's fees.
8 The requirement that a QDRO "relate to" alimony, child support, or the
9 division of marital property seeks to ensure that assets protected under ERISA
10 will be used for the benefit of a former spouse or a dependent, and then only
11 for specified purposes. Necessarily implicit, however, in the Federal law's
12 recognition of a QDRO is authorization for the reimbursement of attorney's
13 fees incurred in obtaining a proper order. Were it otherwise, a former spouse
14 or party who succeeded in obtaining an appropriate QDRO would have the
15 order reduced by the necessity of paying attorney's fees. In some
16 circumstances, a former spouse or party might even forgo seeking a needed
17 QDRO because of the prohibitive nature of unreimbursed attorney's fees.
18 These results would undermine the intent of Congress in establishing the

13 ¹⁶ See *Turner v. Turner*, 622 S.E.2d 263, 265 (Va. App. 2005) ("[the] QDRO simply was an
14 administrative mechanism to effectuate the intent and purpose of the final decree's award.");
15 *Trustees of Directors Guild of America v. Tise*, 234 F.3d at 420 ("State family law can ... create
16 enforceable interests in the proceeds of an ERISA plan, so long as those interests are articulated in
17 accord with the QDRO provision's requirements."); *Hogle v. Hogle*, 732 N.E.2d 1278, 1284 (Ind.
18 App. 2000) ("We find the Hogle QDRO ... to be an appropriate mechanism for enforcement of
19 Shirley's support arrearage judgment, and we affirm the trial court's entry of a QDRO for that
20 purpose."); and *Mackey v. Lanier Collection Agency*, 486 U.S. 825 (U.S. 1988) (Since ERISA does
21 not provide an enforcement mechanism for collecting judgments, state law methods for collecting
22 money generally remain undisturbed by ERISA; otherwise there would be no way to enforce a
23 judgment won against an ERISA plan).

21 ¹⁷ These other states, obviously in addition to California, include Alabama, Arizona,
22 Colorado, Florida, Illinois, Indiana, Iowa, Maryland, Massachusetts, Michigan, Missouri, New
23 Jersey, New Mexico, New York, North Carolina, Ohio, Pennsylvania, and Virginia. See *Stamm v.*
24 *Stamm*, 922 So.2d 920 (Ala. Civ. App. 2004); *Johnson v. Johnson*, 523 P.2d 515 (Ariz. Ct. App.
25 1974); *In re Marriage LeBlanc*, 944 P.2d 686 (Colo. App. 1997); *Self v. Self*, 2005 Fla. App. Lexis
26 8875, 3 (Fla. 2nd Dist. Ct. App. 2005); *In re Marriage of Thomas*, 789 N.E.2d 821 (Ill. App. 2003);
27 *Hogle v. Hogle*, 732 N.E.2d 1278, 1284 (Ind. App. 2000); *In re Marriage of Rife*, 529 N.W.2d (Iowa
28 1995); *Rohrbeck v. Rohrbeck*, 566 A.2d 767 (Md. 1989); *Silverman v. Spiro*, 784 N.E.2d (Mass.
2003); *Galenski v. Ford Motor Co. Pension Plan*, 421 F.Supp.2d 1015 (E.D. Mich. 2006); *Baird v.*
Baird, 843 S.W.2d 388 (Mo. App. 1992); *Miko v. Miko*, 661 A.2d 859 (N.J. Super. App. Divorce.
1994); *Palmer v. Palmer*, 142 P.3d 971 (N.M. Ct. App. 2006); *Adler v. Adler*, 224 A.D.2d 282 (N.Y.
1996); *Evans v. Evans*, 434 S.E.2d 856 (N.C. App. 1993); *Taylor v. Taylor*, 541 N.E.2d 55 (Ohio
1989); *Stinner v. Stinner*, 554 A.2d 45 (Pa. 1989); and *Turner v. Turner*, 622 S.E.2d 263, 265 (Va.
App. 2005).

1 QDRO exception by denying deserving parties and children a recovery to
2 which they are entitled.¹⁸

3 Both ERISA and NRS chapter 286 permit payments to be made directly by the
4 plan to a spouse, former spouse, child, or other specifically-enumerated person, as
5 long as the appropriate document (a QDRO) is submitted for that purpose; neither
6 statute restricts the purpose or underlying basis of the award to a former spouse.
7 Thus, the analysis is no different for PERS retirement benefits because NRS
8 286.6703(1) provides:

9 1. A person may submit a judgment, decree or order of a district court,
10 the Court of Appeals or the Supreme Court of the State of Nevada relating to
11 child support, alimony or the disposition of community property to the
12 Executive Officer or the designee of the Executive Officer for a determination
13 of whether the judgment, decree or order entitles an alternate payee *to receive*
14 *from the System all or a portion of the allowance or benefit of a member or*
15 *a retired employee.*

16 [Emphasis added].

17 In the present case, Jesus has not been and is not in compliance with the orders
18 described above. Catherine has brought him back to court numerous times in an
19 attempt to collect what has already long since been awarded to her. Jesus has
20 repeatedly waited until he is to report to jail to partially abide by some court orders,
21 yet he still has not paid what he is ordered to pay. Unfortunately, Jesus has made it
22 quite clear that he will *never* pay Catherine voluntarily. As there is no other way to
23 get the money owed to Catherine, she respectfully asks this court to do so in the only
24 appropriate way left: to enter an indemnification QDRO for direct payment by PERS
25 to Catherine of the sums owed by Jesus.

26 C. Request for Clarifications

27 1. Vacation Day Counting

28 For the past ten years, when either party has taken a vacation, either in one-
week or two-week blocks, and those days have overlapped custodial days for either

¹⁸ *Silverman v. Spiro*, 784 N.E.2d at 8.

1 party, they have counted as “vacation days” either way. In other words, if Jesus took
2 a two-week block, and one of those weeks was his custodial time, and the other was
3 Catherine’s custodial time, it “counted” as a two-week vacation, pursuant to the
4 current order reading:

5 Holidays take precedence over vacations, vacations take precedence over
6 regular custodial timeshare. . . . Within a calendar year, both parents shall be
7 allowed to have Louie during their respective vacations, not to exceed 2
8 weeks, unless the extension of time is by mutual agreement of the parents. The
9 vacation time can be taken in one block of time consisting of two weeks, or in
10 two blocks of time consisting of one week each.

11 Now, however, Jesus has unilaterally decided that if he takes such a two-week
12 vacation, the days of that vacation that overlapped his custodial days “doesn’t count”
13 so he has another week coming.

14 We ask the Court to clarify on the record that the order means what it says, and
15 a two-week vacation counts as a two week vacation, no matter whose days it
16 supplants, to prevent the necessity of future motions and contempt actions.

17 **2. Jesus Canceling Medical Appointments for Louie**

18 In March, Catherine took Louie to the optometrist and he needed new glasses.
19 His visit with the glasses after insurance was \$222.00. She paid in full and sent Jesus
20 a copy of the bill so he could pay half (\$111.00). He has not paid.

21 The optometrist also suggested Louie see a specialist to do an in-depth exam
22 because Louie’s eye reaction is not where it is supposed to be. Catherine has reported
23 all of this to Jesus on Our Family Wizard; his response is to refuse to agree to the
24 examination, stating “it’s not necessary” and threatening that if she takes Louie to get
25 the recommended testing, he will refuse to pay and stick her with the expense, just
26 like he did with the Dyslexia testing.

27 Perhaps worse, Louie has not seen a dentist for almost 18 months now; his last
28 visit was June 2020. Catherine had to reschedule his December 2020 appointment,
and the nearest appointment was in March 2021. When that date came up, Jesus told

1 Catherine – on the day she picked him up to go to the dentist – that the child had been
2 sick all that week, requiring her to again cancel and reschedule. The next soonest
3 date was June 2021.

4 To prevent *that* visit from happening, Jesus called the dentist and “updated”
5 Catherine’s phone number to be his – when they called to confirm the appointment,
6 he cancelled it, without saying anything to Catherine. He also refuses to give
7 Catherine a copy of any of Louie’s insurance cards.¹⁹ Catherine then told Jesus to
8 take Louie himself; Jesus has not done so.

9 The short version is that whenever Catherine makes medical appointments for
10 Louie, Jesus cancels it or otherwise interferes.

11 We ask the Court to clarify that Jesus is required to immediately turn over
12 current copies of all insurance cards – within 24 hours of the next hearing. And that
13 Catherine is to make an immediate dental appointment for the child, and the specialist
14 eye examination, with both of which Jesus is not to interfere, and is required to pay
15 half the cost.

16 We further ask for an admonition that if he ever cancels another appointment,
17 or switches Catherine’s on-file contact information to his, or *otherwise* interferes with
18 medical care for the child, the Court will be inclined to give Catherine full legal
19 custody rights to control Louie’s medical care without Jesus’ input or consultation in
20 accordance with *Rivero*.²⁰

21 22 **IV. ATTORNEY’S FEES**

23 NRS 22.100(3) authorizes this Court to award attorney’s fees and costs to
24 Catherine for Jesus’ contempt:

25 3. In addition to the penalties provided in subsection 2, if a person is found
26 guilty of contempt pursuant to subsection 3 of NRS 22.010, the court may

27 ¹⁹ This has been an ongoing problem since 2015.

28 ²⁰ See *Rivero v. Rivero*, 125 Nev. 410, 216 P.3d 213 (2009).

1 require the person pay to the party seeking to enforce the writ, order, rule or
2 process the reasonable expenses, including, without limitation, attorneys fees,
incurred by the party as a result of the contempt.

3 Therefore, Catherine requests the Court order Jesus to reimburse Catherine the
4 attorney's fees and costs for this contempt action.

5
6 **A. Legal Basis**

7 "[I]t is well established in Nevada that attorney's fees are not recoverable
8 unless allowed by express or implied agreement or when authorized by statute or
9 rule."²¹ Attorney's fees may be awarded in a pre- or post-divorce motion/opposition
10 under NRS 125.150.²² In addition, and because we believe that Catherine will be the
11 prevailing party in this matter, she should receive an award of attorney's fees and
12 costs pursuant to NRS 18.010(2).²³ In addition to NRS 22.100(3) cited above, this
13 Court can award attorney's fees under EDCR 7.60(b):

14 (b) The court may, after notice and opportunity to be heard, impose upon an
15 attorney or a party any and all sanctions which may, under the facts of the case,
be reasonable, including the imposition of fines, costs or attorney's fees when
an attorney or a party without just cause:

16 (1) Presents to the court a motion or an opposition to a motion which is
17 obviously frivolous, unnecessary or unwarranted.

18 (2) Fails to prepare for a presentation.

19 (3) So multiplies the proceedings in a case as to increase costs unreasonably
and vexatiously.

20 (4) Fails or refuses to comply with these rules.²⁴

21 **B. Disparity in Income**

22
23
24
25 ²¹ *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005).

26 ²² NRS 125.150.

27 ²³ NRS 18.010(2).

28 ²⁴ EDCR 7.60(b).

1 The Court is required to “consider” the disparity in the parties’ income
2 pursuant to *Miller*²⁵ and *Wright v. Osburn*.²⁶ Parties seeking attorney fees in family
3 law cases must support their fee request with affidavits or other evidence that meets
4 the factors in *Brunzell*²⁷ and *Wright*.²⁸ We will provide the *Brunzell* analysis below.
5 As to *Wright*, the holding is minimal:

6 The disparity in income is also a factor to be considered in the award of
7 attorney fees. It is not clear that the district court took that factor into
consideration.²⁹

8 The Court did not hold that the decision of the award of attorney’s fees hinged on a
9 disparity in income. Only that it is one of the many factors that must be considered.
10 While Jesus has entered into agreements with his spouse to try to stymie collections,
11 his household income is considerable; this factor is, at most, neutral.

12 13 C. *Brunzell* Factors

14 With specific reference to Family Law matters, the Court has adopted
15 “well-known basic elements,” which in addition to hourly time schedules kept by the
16 attorney, are to be considered in determining the reasonable value of an attorney’s
17 services qualities, commonly referred to as the *Brunzell*³⁰ factors:

- 18 1. *The Qualities of the Advocate*: his ability, his training, education,
experience, professional standing and skill.
- 19 2. *The Character of the Work to Be Done*: its difficulty, its intricacy, its
20 importance, time and skill required, the responsibility imposed and the
21 prominence and character of the parties where they affect the
importance of the litigation.

22
23 ²⁵ 121 Nev. 619, 119 P.3d 727 (2005).

24 ²⁶ 114 Nev. 1367, 1370, 970 P.2d 1071, 1073 (1998).

25 ²⁷ *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969).

26 ²⁸ 114 Nev. 1367, 970 P.2d 1071 (1998).

27 ²⁹ *Id.* at 1370, 970 P.2d at 1073 (1998).

28 ³⁰ 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

- 1 3. *The Work Actually Performed by the Lawyer:* the skill, time and
2 4. *The Result:* whether the attorney was successful and what benefits
3 were derived.

4 Each of these factors should be given consideration, and no one element should
5 predominate or be given undue weight.³¹ Additional guidance is provided by
6 reviewing the “attorney’s fees” cases most often cited in Family Law.³²

7 The *Brunzell* factors require counsel to make a representation as to the
8 “qualities of the advocate,” the character and difficulty of the work performed, the
9 work actually performed by the attorney, and the result obtained.

10 First, respectfully, we suggest that the supervising counsel is A/V rated, a
11 peer-reviewed and certified (and re-certified) Fellow of the American Academy of
12 Matrimonial Lawyers, and a Certified Specialist in Family Law.³³

13 Richard L. Crane, Esq., the attorney primarily responsible for drafting this
14 *Motion*, has practiced exclusively in the field of family law for over 15 years under
15 the direct tutelage of supervising counsel, and has substantial experience dealing with
16 complex family law cases.

17 As to the “character and quality of the work performed,” we ask the Court to
18 find our work in this matter to have been adequate, both factually and legally; we
19 have diligently reviewed the applicable law, explored the relevant facts, and believe
20 that we have properly applied one to the other.

22 ³¹ *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005).

23 ³² Discretionary Awards: Awards of fees are neither automatic nor compulsory, but within
24 the sound discretion of the Court, and evidence must support the request. *Fletcher v. Fletcher*, 89
25 Nev. 540, 516 P.2d 103 (1973); *Levy v. Levy*, 96 Nev. 902, 620 P.2d 860 (1980); *Hybarger v.*
26 *Hybarger*, 103 Nev. 255, 737 P.2d 889 (1987).

27 ³³ Per direct enactment of the Board of Governors of the Nevada State Bar, and independently
28 by the National Board of Trial Advocacy. Mr. Willick was privileged (and tasked) by the Bar to
 write the examination that other would-be Nevada Family Law Specialists must pass to attain that
 status.

1 The fees charged by paralegal staff are reasonable, and compensable, as well.
2 The tasks performed by staff in this case were precisely those that were “some of the
3 work that the attorney would have to do anyway [performed] at substantially less cost
4 per hour.”³⁴ As the Nevada Supreme Court reasoned, “the use of paralegals and other
5 nonattorney staff reduces litigation costs, so long as they are billed at a lower rate,”
6 so “‘reasonable attorney’s fees’ . . . includes charges for persons such as paralegals
7 and law clerks.”

8 Mallory Yeargan, paralegal with the WILICK LAW GROUP, was assigned to
9 Catherine’s case. Mallory has been a paralegal for a total of 17 years, and has
10 assisted attorneys in complex family law cases for several years.

11 The work actually performed will be provided to the Court upon request by
12 way of a *Memorandum of Fees and Costs* (redacted as to confidential information),
13 consistent with the requirements under *Love*.³⁵

14 15 **V. CONCLUSION**

16 Based on the above, Catherine requests of the Court the following orders:

- 17 1. Entering the attached Proposed Order to Show Cause (Exhibit “C”)
 - 18 2. Enter the attached Indemnification PERS QDRO.
 - 19 3. Awarding Catherine the entirety of her fees and costs.
- 20
21
22
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26
27 ³⁴ *LVMPD v. Yeghiazarian*, 129 Nev. 760, 312 P.3d 503 (2013), citing to *Missouri v. Jenkins*,
491 U.S. 274 (1989).

28 ³⁵ *Love v. Love*, 114 Nev. 572, 959 P.2d 523 (1998).

1 4. For any other awards this Court deems just and proper.

2 **DATED** this 22nd day of September, 2021.

3 Respectfully Submitted By:

4 WILLICK LAW GROUP

5 // s // Marshal S. Willick, Esq.

6 _____
7 MARSHAL S. WILLICK, ESQ.

8 Nevada Bar No. 2515

9 RICHARD L. CRANE, ESQ.

10 Nevada Bar No. 9536

11 3591 E. Bonanza, Suite 200

12 Las Vegas, Nevada 89110-2101

13 (702) 438-4100 Fax (702) 438-5311

14 Attorneys for Defendant

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the Willick Law Group and that on this 22nd day of September, 2021, I caused the above and foregoing document entitled 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 hand delivery with signed Receipt of Copy.
- ☐ by First Class, Certified U.S. Mail.

To the persons listed below at the address, email address, and/or facsimile number indicated:

Mr. Jesus Luis Arevalo
4055 Box Canyon Falls
Las Vegas, NV 89085
wraith702@gmail.com

Jesus Arevalo
6935 Aliante Pkwy., Ste. 104 #286
N. Las Vegas, NV 89084

Jesus Arevalo
5612 N. Decatur Blvd., Ste. 130
P.O. Box 321
Las Vegas, NV 89031

/s/ Mallory Yeargan

An Employee of the Willick Law Group

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DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

JESUS LUIS AREVALO,
Plaintiff/Petitioner

-v.-

CATHERINE AREVALO
n/k/a CATHERINE DELAO,
Defendant/Respondent

Case No. D-11-448514-D

Department 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:
X \$0 ☐ **\$25** ☐ **\$57** ☐ **\$82** ☐ **\$129** ☐ **\$154**

Party filing Motion/Opposition: Willick Law Group Date: 9/22/21

Signature of Party or Preparer: /s/ Mallory Yeargan

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EXHIBIT “A”

EXHIBIT “A”

EXHIBIT “A”

WILICK LAW GROUP
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† FELLOW, AMERICAN ACADEMY OF MATRIMONIAL LAWYERS
‡ FELLOW, INTERNATIONAL ACADEMY OF FAMILY LAWYERS
❖ NEVADA BOARD CERTIFIED FAMILY LAW SPECIALIST
❖ BOARD CERTIFIED FAMILY LAW TRIAL ADVOCATE
BY THE NATIONAL BOARD OF TRIAL ADVOCACY



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DEISY MARTINEZ-VIERA
MARY STEELE
BRENDA GRAGEOLA
JUSTIN K. JOHNSON
VICTORIA JAVIEL
MALLORY YEARGAN
KRISTINA M. MARCUS

FIRM ADMINISTRATOR

FAITH FISH

E-MAIL ADDRESSES:

(FIRST NAME OF INTENDED RECIPIENT)@WILICKLAWGROUP.COM

August 6, 2021

Jesus Arevalo
6935 Aliante Pkwy., Ste. 104 #286
N. Las Vegas, NV 89084

Jesus Arevalo
5612 N. Decatur Blvd., Ste. 130
P.O. Box 321
Las Vegas, NV 89031

Mr. Jesus Luis Arevalo
4055 Box Canyon Falls
Las Vegas, NV 89085

Re: *Jesus Luis Arevalo v. Catherine DeLao*, Case No. D-11-448514-D
Sent via e-service ONLY to wrath702@gmail.com and vinni702@yahoo.com

Dear Mr. Arevalo:

By now you've received the *Order After Remand* entered by Judge Hoskin on July 30, 2021. The Judge ordered you to obtain a life insurance policy in the amount of \$201,751¹ that names Ms. Delao as the sole beneficiary. Please provide our office proof that you've secured the life insurance policy by September 9, 2021, and that she is named as the beneficiary. You will be required to prove that she remains the beneficiary without a change in designation at any time Ms. Delao requests.

If we do not hear from you, we will assume that you do not intend to comply with the Court's *Order* and will request that the Court allow Ms. Delao to obtain the policy on your life with you paying the

¹ Please see page 12, line 19-22, of the *Order After Remand*.

cost. If you fail to cooperate with obtaining, or paying for, the policy, we will have to seek the cost by way of an Indemnification QDRO, or obtain other security.

Additionally, we need to you to provide a schedule within the next week for how you intend to satisfy the following judgments:

- i. **Order from February 19, 2019:**
 - (1) Attorney's Fees \$4,210 (minus \$750) = \$3,460 plus interest from February 19, 2019 forward.
 - (2) Sanctions \$1,250, plus interest from February 19, 2019 forward.
- ii. **Order from May 6, 2020 Hearing:**
 - (1) Attorney's Fees \$2,850, plus interest from May 6, 2020 forward.
 - (2) Reimbursement of 2017 tax benefits: \$1,420, plus interest from May 6, 2020 forward.
 - (3) PERS Pension arrears of \$446.99/month from February 1, 2014 through November 1, 2016, \$455.93/month from December 1, 2016 through November 1, 2019, and \$488.58/month from December 1, 2019 through September 1, 2020, plus interest.
- iii. **Order from August 15, 2020:**
 - (1) Attorney's Fees deferred pending appeal (at issue for this hearing).²
- iv. Defendant's Motion for Order to Show Cause filed January 15, 2021:
 - (1) \$57.50 for half of Louie's eye doctor/glasses bill from March 18, 2020, plus interest.
 - (2) \$44.08 for half of Louie's pediatrician co-pay from March 24, 2020, plus interest.
 - (3) \$247.50 for your portion of Louie's dyslexia testing from July 27, 2020, plus interest.
- v. **Order from March 23, 2021:**
 - (1) Attorney's Fees \$5,245, plus interest from March 23, 2021 forward.

² This amount will be added to the judgments listed below once received from the Court.

Jesus Arevalo
August 6, 2021
Page 3

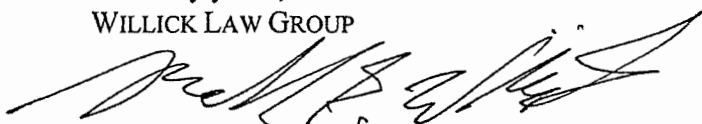
The Nevada Supreme Court held in *Reed*³ and *Kennedy*⁴:

liquidation of a judgment for arrearages may be scheduled in any manner the district court deems proper under the circumstances. See also *Chesler v. Chesler*, 87 Nev. 335, 486 P.2d 1198 (1971). California law also permits the judge to order that discharge of a judgment for arrearages be made in installment payments. See *Messenger v. Messenger*, 46 Cal.2d 619, 297 P.2d 988 (1956).⁵

TOTAL: \$61,680.30 if paid on July 5, 2021, accruing interest at \$7.34 per day.⁶

If you fail to provide a reasonable payment schedule within the next week, we will presume that you have no intention of satisfying these debts and will seek the same Indemnification QDRO to satisfy this debt as well.

Sincerely yours,
WILICK LAW GROUP

A handwritten signature in black ink, appearing to read 'Marshal S. Willick', is written over the typed name.

Marshal S. Willick, Esq.

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³ *Reed v. Reed*, 88 Nev. 329, 497 P.2d 896 (1972).

⁴ *Kennedy v. Kennedy*, 98 Nev. 318, 646 P.2d 1226 (1982).

⁵ Quote taken from *Kennedy* which cited to *Reed*.

⁶ See MLAW calculation attached.

Arrearage Calculation Summary

Arevalo v. DeLao

Page: 1

Report Date: 08/05/2021

Summary of Amounts Due

Total Principal Due 08/05/2021:	\$51,071.02
Total Interest Due 08/05/2021:	\$10,609.28
Total Penalty Due 08/05/2021:	\$0.00
Amount Due if paid on 08/05/2021:	\$61,680.30
Amount Due if paid on 08/06/2021:	\$61,687.64
Daily Amount accruing as of 08/06/2021:	\$7.34

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
02/01/2014	446.99	02/01/2014	0.00	446.99	0.00
03/01/2014	446.99	03/01/2014	0.00	893.98	1.80
04/01/2014	446.99	04/01/2014	0.00	1,340.97	5.78
05/01/2014	446.99	05/01/2014	0.00	1,787.96	11.57
06/01/2014	446.99	06/01/2014	0.00	2,234.95	19.54
07/01/2014	446.99	07/01/2014	0.00	2,681.94	29.18
08/01/2014	446.99	08/01/2014	0.00	3,128.93	41.14
09/01/2014	446.99	09/01/2014	0.00	3,575.92	55.09
10/01/2014	446.99	10/01/2014	0.00	4,022.91	70.52
11/01/2014	446.99	11/01/2014	0.00	4,469.90	88.46
12/01/2014	446.99	12/01/2014	0.00	4,916.89	107.75
01/01/2015	446.99	01/01/2015	0.00	5,363.88	129.67
02/01/2015	446.99	02/01/2015	0.00	5,810.87	153.59
03/01/2015	446.99	03/01/2015	0.00	6,257.86	176.99
04/01/2015	446.99	04/01/2015	0.00	6,704.85	204.90
05/01/2015	446.99	05/01/2015	0.00	7,151.84	233.83
06/01/2015	446.99	06/01/2015	0.00	7,598.83	265.72
07/01/2015	446.99	07/01/2015	0.00	8,045.82	298.51
08/01/2015	446.99	08/01/2015	0.00	8,492.81	334.38
09/01/2015	446.99	09/01/2015	0.00	8,939.80	372.25
10/01/2015	446.99	10/01/2015	0.00	9,386.79	410.83
11/01/2015	446.99	11/01/2015	0.00	9,833.78	452.68
12/01/2015	446.99	12/01/2015	0.00	10,280.77	495.12

01/01/2016	446.99	01/01/2016	0.00	10,727.76	540.96
02/01/2016	446.99	02/01/2016	0.00	11,174.75	590.93
03/01/2016	446.99	03/01/2016	0.00	11,621.74	639.63
04/01/2016	446.99	04/01/2016	0.00	12,068.73	693.77
05/01/2016	446.99	05/01/2016	0.00	12,515.72	748.18
06/01/2016	446.99	06/01/2016	0.00	12,962.71	806.48
07/01/2016	446.99	07/01/2016	0.00	13,409.70	864.92
08/01/2016	446.99	08/01/2016	0.00	13,856.69	927.39
09/01/2016	446.99	09/01/2016	0.00	14,303.68	991.94
10/01/2016	446.99	10/01/2016	0.00	14,750.67	1,056.42
11/01/2016	446.99	11/01/2016	0.00	15,197.66	1,125.14
12/01/2016	455.93	12/01/2016	0.00	15,653.59	1,193.65
01/01/2017	455.93	01/01/2017	0.00	16,109.52	1,266.58
02/01/2017	455.93	02/01/2017	0.00	16,565.45	1,345.25
03/01/2017	455.93	03/01/2017	0.00	17,021.38	1,418.32
04/01/2017	455.93	04/01/2017	0.00	17,477.31	1,501.44
05/01/2017	455.93	05/01/2017	0.00	17,933.24	1,584.04
06/01/2017	455.93	06/01/2017	0.00	18,389.17	1,671.62
07/01/2017	455.93	07/01/2017	0.00	18,845.10	1,758.53
08/01/2017	455.93	08/01/2017	0.00	19,301.03	1,858.56
09/01/2017	455.93	09/01/2017	0.00	19,756.96	1,961.01
10/01/2017	455.93	10/01/2017	0.00	20,212.89	2,062.51
11/01/2017	455.93	11/01/2017	0.00	20,668.82	2,169.80
12/01/2017	455.93	12/01/2017	0.00	21,124.75	2,275.98
01/01/2018	455.93	01/01/2018	0.00	21,580.68	2,388.11
02/01/2018	455.93	02/01/2018	0.00	22,036.61	2,507.25
03/01/2018	455.93	03/01/2018	0.00	22,492.54	2,617.13
04/01/2018	455.93	04/01/2018	0.00	22,948.47	2,741.30
05/01/2018	455.93	05/01/2018	0.00	23,404.40	2,863.90
06/01/2018	455.93	06/01/2018	0.00	23,860.33	2,993.11
07/01/2018	455.93	07/01/2018	0.00	24,316.26	3,120.58
08/01/2018	455.93	08/01/2018	0.00	24,772.19	3,265.14
09/01/2018	455.93	09/01/2018	0.00	25,228.12	3,412.42
10/01/2018	455.93	10/01/2018	0.00	25,684.05	3,557.57
11/01/2018	455.93	11/01/2018	0.00	26,139.98	3,710.27
12/01/2018	455.93	12/01/2018	0.00	26,595.91	3,860.66
01/01/2019	455.93	01/01/2019	0.00	27,051.84	4,018.78
02/01/2019	455.93	02/01/2019	0.00	27,507.77	4,191.09

02/19/2019	3,460.00	02/19/2019	0.00	30,967.77	4,292.84
02/19/2019	1,250.00	02/19/2019	0.00	32,217.77	4,292.84
03/01/2019	455.93	03/01/2019	0.00	32,673.70	4,359.04
04/01/2019	455.93	04/01/2019	0.00	33,129.63	4,567.16
05/01/2019	455.93	05/01/2019	0.00	33,585.56	4,771.39
06/01/2019	455.93	06/01/2019	0.00	34,041.49	4,985.32
07/01/2019	455.93	07/01/2019	0.00	34,497.42	5,195.17
08/01/2019	455.93	08/01/2019	0.00	34,953.35	5,414.91
09/01/2019	455.93	09/01/2019	0.00	35,409.28	5,637.56
10/01/2019	455.93	10/01/2019	0.00	35,865.21	5,855.84
11/01/2019	455.93	11/01/2019	0.00	36,321.14	6,084.29
12/01/2019	488.58	12/01/2019	0.00	36,809.72	6,308.19
01/01/2020	488.58	01/01/2020	0.00	37,298.30	6,542.66
02/01/2020	488.58	02/01/2020	0.00	37,786.88	6,755.90
03/01/2020	488.58	03/01/2020	0.00	38,275.46	6,958.00
03/18/2020	57.50	03/18/2020	0.00	38,332.96	7,078.01
03/24/2020	44.08	03/24/2020	0.00	38,377.04	7,120.42
04/01/2020	488.58	04/01/2020	0.00	38,865.62	7,177.04
05/01/2020	488.58	05/01/2020	0.00	39,354.20	7,392.08
05/06/2020	2,850.00	05/06/2020	0.00	42,204.20	7,428.37
05/06/2020	1,420.00	05/06/2020	0.00	43,624.20	7,428.37
06/01/2020	488.58	06/01/2020	0.00	44,112.78	7,637.55
07/01/2020	488.58	07/01/2020	0.00	44,601.36	7,881.62
07/27/2020	247.50	07/27/2020	0.00	44,848.86	8,047.96
08/01/2020	488.58	08/01/2020	0.00	45,337.44	8,080.13
09/01/2020	488.58	09/01/2020	0.00	45,826.02	8,281.73
01/01/2021	0.00	01/01/2021	0.00	45,826.02	9,083.68
03/23/2021	5,245.00	03/23/2021	0.00	51,071.02	9,617.59
07/01/2021	0.00	07/01/2021	0.00	51,071.02	10,352.17
08/05/2021	0.00	08/05/2021	0.00	51,071.02	10,609.28
Totals	51,071.02		0.00	51,071.02	10,609.28

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
 Interest and penalties are calculated using number of days past due.
 Payments apply to principal amounts only.
 Interest is not compounded, but accrued only.
 Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016		5.75%	from Jan 2017 to Jun 2017
6.25%	from Jul 2017 to Dec 2017		6.50%	from Jan 2018 to Jun 2018
7.00%	from Jul 2018 to Jan 2019		7.50%	from Jan 2019 to Jun 2019
7.50%	from Jul 2019 to Dec 2019		6.75%	from Jan 2020 to Jun 2020
5.25%	from Jul 2020 to Dec 2020		5.25%	from Jan 2021 to Jun 2021
5.25%	from Jul 2021 to Dec 2021			

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End of Report

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

Arrearage Calculation Summary

Arevalo v. Delao

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Report Date: 09/22/2021

Summary of Amounts Due

Total Principal Due 09/21/2021:	\$40,209.05
Total Interest Due 09/21/2021:	\$8,148.40
Total Penalty Due 09/21/2021:	\$0.00
Amount Due if paid on 09/21/2021:	\$48,357.45
Amount Due if paid on 09/22/2021:	\$48,363.23
Daily Amount accruing as of 09/22/2021:	\$5.78

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
02/01/2014	446.99	02/01/2014	0.00	446.99	0.00
03/01/2014	446.99	03/01/2014	0.00	893.98	1.80
04/01/2014	446.99	04/01/2014	0.00	1,340.97	5.78
05/01/2014	446.99	05/01/2014	0.00	1,787.96	11.57
06/01/2014	446.99	06/01/2014	0.00	2,234.95	19.54
07/01/2014	446.99	07/01/2014	0.00	2,681.94	29.18
08/01/2014	446.99	08/01/2014	0.00	3,128.93	41.14
09/01/2014	446.99	09/01/2014	0.00	3,575.92	55.09
10/01/2014	446.99	10/01/2014	0.00	4,022.91	70.52
11/01/2014	446.99	11/01/2014	0.00	4,469.90	88.46
12/01/2014	446.99	12/01/2014	0.00	4,916.89	107.75
01/01/2015	446.99	01/01/2015	0.00	5,363.88	129.67
02/01/2015	446.99	02/01/2015	0.00	5,810.87	153.59
03/01/2015	446.99	03/01/2015	0.00	6,257.86	176.99
04/01/2015	446.99	04/10/2015	375.00	6,329.85	213.58
04/25/2015	0.00	04/25/2015	150.00	6,179.85	227.23
05/01/2015	446.99	05/25/2015	150.00	6,476.84	255.44
06/01/2015	446.99	06/25/2015	150.00	6,773.83	285.87
07/01/2015	446.99	07/25/2015	150.00	7,070.82	316.64
08/01/2015	446.99	08/25/2015	150.00	7,367.81	349.71
09/01/2015	446.99	09/26/2015	150.00	7,664.80	385.23
10/01/2015	446.99	10/24/2015	150.00	7,961.79	417.58
11/01/2015	446.99	11/01/2015	0.00	8,408.78	426.74

12/01/2015	446.99	12/02/2015	150.00	8,705.77	464.30
12/27/2015	0.00	12/27/2015	150.00	8,555.77	495.60
01/01/2016	446.99	01/22/2016	150.00	8,852.76	530.16
02/01/2016	446.99	02/20/2016	150.00	9,149.75	570.02
03/01/2016	446.99	03/26/2016	150.00	9,446.74	619.82
04/01/2016	446.99	04/30/2016	150.00	9,743.73	671.46
05/01/2016	446.99	05/29/2016	150.00	10,040.72	715.80
06/01/2016	446.99	06/01/2016	0.00	10,487.71	720.33
07/01/2016	446.99	07/04/2016	150.00	10,784.70	772.54
07/30/2016	0.00	07/30/2016	150.00	10,634.70	814.67
08/01/2016	446.99	08/27/2016	150.00	10,931.69	861.17
09/01/2016	446.99	09/01/2016	0.00	11,378.68	869.38
10/01/2016	446.99	10/01/2016	150.00	11,675.67	920.68
10/29/2016	0.00	10/29/2016	150.00	11,525.67	969.81
11/01/2016	446.99	11/29/2016	150.00	11,822.66	1,025.38
12/01/2016	455.93	12/01/2016	0.00	12,278.59	1,028.93
01/01/2017	455.93	01/03/2017	150.00	12,584.52	1,090.14
01/29/2017	0.00	01/29/2017	150.00	12,434.52	1,141.69
02/01/2017	455.93	02/01/2017	0.00	12,890.45	1,147.57
03/01/2017	455.93	03/04/2017	150.00	13,196.38	1,210.73
03/31/2017	0.00	03/31/2017	150.00	13,046.38	1,266.86
04/01/2017	455.93	04/01/2017	0.00	13,502.31	1,268.92
05/01/2017	455.93	05/09/2017	150.00	13,808.24	1,350.32
06/01/2017	455.93	06/10/2017	150.00	14,114.17	1,420.58
07/01/2017	455.93	07/12/2017	150.00	14,420.10	1,494.71
07/29/2017	0.00	07/29/2017	150.00	14,270.10	1,536.69
08/01/2017	455.93	08/25/2017	150.00	14,576.03	1,604.54
09/01/2017	455.93	09/26/2017	150.00	14,881.96	1,686.36
10/01/2017	455.93	10/25/2017	150.00	15,187.89	1,762.13
11/01/2017	455.93	11/01/2017	0.00	15,643.82	1,780.34
12/01/2017	455.93	12/02/2017	150.00	15,949.75	1,863.45
12/31/2017	0.00	12/31/2017	150.00	15,799.75	1,942.66
01/01/2018	455.93	01/29/2018	150.00	16,105.68	2,023.71
02/01/2018	455.93	02/26/2018	150.00	16,411.61	2,106.05
03/01/2018	455.93	03/28/2018	150.00	16,717.54	2,195.92
04/01/2018	455.93	04/29/2018	150.00	17,023.47	2,293.46
05/01/2018	455.93	05/29/2018	150.00	17,329.40	2,386.68
06/01/2018	455.93	06/27/2018	150.00	17,635.33	2,478.29

07/01/2018	455.93	07/31/2018	150.00	17,941.26	2,594.94
08/01/2018	455.93	08/01/2018	0.00	18,397.19	2,598.38
09/01/2018	455.93	09/07/2018	150.00	18,703.12	2,729.45
09/26/2018	0.00	09/26/2018	150.00	18,553.12	2,797.60
10/01/2018	455.93	10/01/2018	0.00	19,009.05	2,815.39
11/01/2018	455.93	11/06/2018	150.00	19,314.98	2,947.07
12/01/2018	455.93	12/07/2018	150.00	19,620.91	3,062.42
01/01/2019	455.93	01/07/2019	150.00	19,926.84	3,181.25
01/29/2019	0.00	01/29/2019	150.00	19,776.84	3,271.33
02/01/2019	455.93	02/25/2019	150.00	20,082.77	3,383.30
03/01/2019	455.93	03/01/2019	0.00	20,538.70	3,399.80
04/01/2019	455.93	04/08/2019	150.00	20,844.63	3,560.83
04/25/2019	0.00	04/25/2019	200.00	20,644.63	3,633.64
05/01/2019	455.93	05/01/2019	0.00	21,100.56	3,659.10
06/01/2019	455.93	06/01/2019	185.97	21,370.52	3,793.50
06/26/2019	0.00	06/26/2019	150.00	21,220.52	3,903.28
07/01/2019	455.93	07/27/2019	150.00	21,526.45	4,040.89
08/01/2019	455.93	08/30/2019	150.00	21,832.38	4,194.00
09/01/2019	455.93	09/01/2019	0.00	22,288.31	4,202.97
10/01/2019	455.93	10/21/2019	150.00	22,594.24	4,433.83
11/01/2019	455.93	11/01/2019	0.00	23,050.17	4,484.90
12/01/2019	488.58	12/21/2019	150.00	23,388.75	4,723.73
01/01/2020	488.58	01/01/2020	0.00	23,877.33	4,776.59
02/01/2020	488.58	02/12/2020	150.00	24,215.91	4,962.54
02/12/2020	0.00	02/12/2020	150.00	24,065.91	4,962.54
03/01/2020	488.58	03/09/2020	150.00	24,404.49	5,078.65
03/09/2020	0.00	03/09/2020	2,000.00	22,404.49	5,078.65
03/18/2020	57.50	03/18/2020	0.00	22,461.99	5,115.84
03/24/2020	44.08	03/24/2020	0.00	22,506.07	5,140.70
03/24/2020	3,460.00	03/24/2020	0.00	25,966.07	5,140.70
03/24/2020	1,250.00	03/24/2020	0.00	27,216.07	5,140.70
04/01/2020	488.58	04/22/2020	150.00	27,554.65	5,288.15
05/01/2020	488.58	05/01/2020	0.00	28,043.23	5,333.89
05/06/2020	2,850.00	05/06/2020	0.00	30,893.23	5,359.75
05/06/2020	1,420.00	05/08/2020	150.00	32,163.23	5,371.67
06/01/2020	488.58	06/01/2020	0.00	32,651.81	5,514.03
06/09/2020	2,850.00	06/24/2020	150.00	35,351.81	5,660.41
07/01/2020	488.58	07/24/2020	150.00	35,690.39	5,824.30

07/27/2020	247.50	07/27/2020	0.00	35,937.89	5,839.66
08/01/2020	488.58	08/24/2020	150.00	36,276.47	5,985.61
09/01/2020	488.58	09/23/2020	150.00	36,615.05	6,143.26
10/25/2020	0.00	10/25/2020	146.00	36,469.05	6,311.33
11/25/2020	0.00	11/25/2020	155.00	36,314.05	6,473.49
12/25/2020	0.00	12/25/2020	150.00	36,164.05	6,629.76
01/01/2021	0.00	01/25/2021	150.00	36,014.05	6,790.92
02/25/2021	0.00	02/25/2021	150.00	35,864.05	6,951.50
03/23/2021	5,245.00	03/25/2021	150.00	40,959.05	7,097.45
04/25/2021	0.00	04/25/2021	150.00	40,809.05	7,280.08
05/26/2021	0.00	05/26/2021	150.00	40,659.05	7,462.04
06/25/2021	0.00	06/25/2021	150.00	40,509.05	7,637.49
07/01/2021	0.00	07/25/2021	150.00	40,359.05	7,812.29
08/25/2021	0.00	08/25/2021	150.00	40,209.05	7,992.25
09/21/2021	0.00	09/21/2021	0.00	40,209.05	8,148.40
Totals	53,921.02		13,711.97	40,209.05	8,148.40

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
 Interest and penalties are calculated using number of days past due.
 Payments apply to principal amounts only.
 Interest is not compounded, but accrued only.
 Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016		5.75%	from Jan 2017 to Jun 2017
6.25%	from Jul 2017 to Dec 2017		6.50%	from Jan 2018 to Jun 2018
7.00%	from Jul 2018 to Jan 2019		7.50%	from Jan 2019 to Jun 2019
7.50%	from Jul 2019 to Dec 2019		6.75%	from Jan 2020 to Jun 2020
5.25%	from Jul 2020 to Dec 2020		5.25%	from Jan 2021 to Jun 2021
5.25%	from Jul 2021 to Dec 2021			

Report created by:

Marshal Law version 4.0

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Willick Law Group - richard@willicklawgroup.com - (702) 438-4100

End of Report

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

1 **OSC**
2 WILLICK LAW GROUP
3 MARSHAL S. WILLICK, ESQ.
4 Nevada Bar No. 002515
5 3591 E. Bonanza Road, Suite 200
6 Las Vegas, NV 89110-2101
7 Phone (702) 438-4100; Fax (702) 438-5311
8 email@willicklawgroup.com
9 Attorney for Defendant

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18 **DISTRICT COURT**
19 **FAMILY DIVISION**
20 **CLARK COUNTY, NEVADA**

21 JESUS LUIS AREVALO,
22
23 Plaintiff,

24 vs.

25 CATHERINE AREVALO
26 n/k/a CATHERINE DELAO,
27 Defendant.

CASE NO: D-11-448514-D
DEPT. NO: E

DATE OF HEARING:
TIME OF HEARING:

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Upon *Motion* of Defendant, Catherine Delao, by and through her counsel of the WILLICK LAW GROUP, and good cause appearing thereof:

It is hereby ordered, adjudged, and decreed that Plaintiff, Jesus Luis Arevalo, shall personally appear on the ____ day of _____, 2021, at the hour of _____, before Department E of the Eighth Judicial District Court, Family Division, located at 601 North Pecos Road, Las Vegas, Nevada 89101, and show cause, if any exists:

1. Why he should not be found and held in contempt for his failure to obtain a life insurance policy with Catherine as the beneficiary, with a minimum face value of \$201,751 as required by the *order after Remand* filed on July 30, 2021.

2. Why he should not be sanctioned and/or incarcerated to compel his cooperation in obtaining the required life insurance policy.
3. Why he should not be directed to pay Catherine's reasonable attorney's fees and costs for these proceedings pursuant to Subsection 3 of NRS 22.010, and other relevant statutes and case law, based on such contempt.

DATED this _____ day of _____, 2021.

Respectfully Submitted By:
WILICK LAW GROUP

// s // Marshal S. Willick, Esq. _____

MARSHAL S. WILICK, ESQ.
Nevada Bar No. 2515
RICHARD L. CRANE, ESQ.
Nevada Bar No. 9536
3591 E. Bonanza Road, Suite 200
Las Vegas, Nevada 89110-2101
(702) 438-4100
Attorneys for Defendant

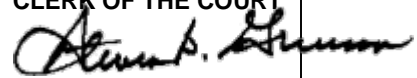
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DISTRICT COURT
CLARK COUNTY, NEVADA

Electronically Filed
9/23/2021 11:22 AM
Steven D. Grierson
CLERK OF THE COURT



Jesus Luis Arevalo, Plaintiff

vs.

Catherine Marie Arevalo, Defendant.

Case No.: D-11-448514-D

Department E

NOTICE OF HEARING

Please be advised that the Defendant's Motion For: Order to Show Cause Why Plaintiff Should Not be Held in Contempt of Court for Failure to Abide by the Court's July 30, 2021, Order After Remand, and Order to Cooperate in Obtaining a Life Insurance Policy; an Indemnification QDRO and Attorney's Fees and Costs and Clarifications in the above-entitled matter is set for hearing as follows:

Date: November 03, 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/ Pamela Woolery
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/ Pamela Woolery
Deputy Clerk of the Court

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Jesus Luis Arevalo, Plaintiff

vs.

Catherine Marie Arevalo, Defendant.

Case No.: D-11-448514-D

Department E

NOTICE OF HEARING

Please be advised that the Defendant's Motion For: Order to Show Cause Why Plaintiff Should Not be Held in Contempt of Court for Failure to Abide by the Court's July 30, 2021, Order After Remand, and Order to Cooperate in Obtaining a Life Insurance Policy; an Indemnification QDRO and Attorney's Fees and Costs and Clarifications in the above-entitled matter is set for hearing as follows:

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STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Pamela Woolery
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/ Pamela Woolery
Deputy Clerk of the Court

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1 **OSC**
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6 Las Vegas, NV 89110-2101
7 Phone (702) 438-4100; Fax (702) 438-5311
8 email@willicklawgroup.com
9 Attorney for Defendant
10

11 **DISTRICT COURT**
12 **FAMILY DIVISION**
13 **CLARK COUNTY, NEVADA**
14

15 JESUS LUIS AREVALO,
16
17 Plaintiff,

18 vs.

19 CATHERINE AREVALO
20 n/k/a CATHERINE DELAO,
21 Defendant.
22

CASE NO: D-11-448514-D
DEPT. NO: E

DATE OF HEARING:
TIME OF HEARING:

23 **ORDER TO SHOW CAUSE**

24 Upon *Motion* of Defendant, Catherine Delao, by and through her counsel of the
25 WILICK LAW GROUP, and good cause appearing thereof:

26 It is hereby ordered, adjudged, and decreed that Plaintiff, Jesus Luis Arevalo,
27 shall personally appear on the 3rd day of November, 2021, at the hour of
28 10:00am, before Department E of the Eighth Judicial District Court, Family
Division, located at 601 North Pecos Road, Las Vegas, Nevada 89101, and show
cause, if any exists:

1. Why he should not be found and held in contempt for his failure to obtain a life insurance policy with Catherine as the beneficiary, with a minimum face value of \$201,751 as required by the *order after Remand* filed on July 30, 2021.

2. Why he should not be sanctioned and/or incarcerated to compel his cooperation in obtaining the required life insurance policy.
3. Why he should not be directed to pay Catherine's reasonable attorney's fees and costs for these proceedings pursuant to Subsection 3 of NRS 22.010, and other relevant statutes and case law, based on such contempt.

Dated this 27th day of September, 2021



09A 31B 2BF9 14AF
Charles J. Hoskin
District Court Judge

CC

Respectfully Submitted By:
WILICK LAW GROUP

// s // Marshal S. Willick, Esq.

MARSHAL S. WILICK, ESQ.
Nevada Bar No. 2515
RICHARD L. CRANE, ESQ.
Nevada Bar No. 9536
3591 E. Bonanza Road, Suite 200
Las Vegas, Nevada 89110-2101
(702) 438-4100
Attorneys for Defendant

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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Jesus Luis Arevalo, Plaintiff

CASE NO: D-11-448514-D

7 vs.

DEPT. NO. Department E

8 Catherine Marie Arevalo,
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 to Show Cause was served via the court's electronic eFile system
to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 9/27/2021

15 Lorien Cole

lorien@willicklawgroup.com

16 Marshal Willick

marshal@willicklawgroup.com

17 Reception Reception

email@willicklawgroup.com

18 Mallory Yeargan

Mallory@willicklawgroup.com

19 Jesus Arevalo

wrath702@gmail.com

20 Jesus Arevalo

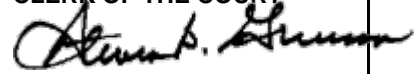
vinni702@yahoo.com

21 Charles Hoskin

deptelc@clarkcountycourts.us

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ERR
WILICK LAW GROUP
MARSHAL S. WILICK, ESQ.
Nevada Bar No. 2515
3591 E. Bonanza Road, Suite 200
Las Vegas, NV 89110-2101
Phone (702) 438-4100; Fax (702) 438-5311
email@willicklawgroup.com
Attorney for Defendant

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

JESUS LUIS AREVALO,
Plaintiff,

vs.

CATHERINE AREVALO
n/k/a CATHERINE DELAO,
Defendant.

CASE NO: D-11-448514-D
DEPT. NO: E

DATE OF HEARING: N/A
TIME OF HEARING: N/A

**ERRATA TO DEFENDANT'S MOTION FOR:
ORDER TO SHOW CAUSE WHY PLAINTIFF SHOULD NOT BE HELD
IN CONTEMPT OF COURT FOR FAILURE TO ABIDE BY THE
COURT'S JULY 30, 2021, ORDER AFTER REMAND; AN ORDER TO
COOPERATE IN OBTAINING A LIFE INSURANCE POLICY; AN
INDEMNIFICATION QDRO AND ATTORNEY'S FEES AND COSTS;
AND CLARIFICATIONS**

Defendant, Catherine DeLao, by and through her attorneys, Marshal S. Willick, Esq., of the WILICK LAW GROUP, hereby submits the following errata to *Defendant's Motion for: Order to Show Cause why Plaintiff Should Not be Held in Contempt of Court for Failure to Abide by the Court's July 30, 2021, Order After Remand; an Order to Cooperate in Obtaining a Life Insurance Policy; an Indemnification QDRO and Attorney's Fees and Costs; and Clarifications*, filed September 22, 2021.

This errata is to correct and replace Page 6, lines 19-20 of the *Motion*, which states:

1 TOTAL OWED: \$48,357.45 if paid on September 21, 2021, accruing interest
2 at \$5.78 per day.

3 In the process of preparing the Motion for Order to Show Cause, we omitted
4 one judgment entered by the Court on June 26, 2015, which included an amount owed
5 by Jesus to Catherine in the amount of \$9,760.97.

6 As such, and as is demonstrated on the attached revised MLAW calculation,
7 Jesus' arrears total \$62,253.25 as of November 1, 2021, accruing interest at the rate
8 of \$7.18 per day.

9 **DATED** this 5th day of October, 2021.

10 WILICK LAW GROUP

11 *// s // Richard L. Crane*

12

MARSHAL S. WILICK, ESQ.
13 Nevada Bar No. 2515
14 RICHARD L. CRANE, ESQ.
15 Nevada Bar No. 9536
16 3591 East Bonanza Road, Suite 200
17 Las Vegas, Nevada 89110-2101
18 Attorneys for Defendant
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW GROUP and that on this 5th day of October, 2021, I caused the above and foregoing document 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 hand delivery with signed Receipt of Copy.
- ☐ by First Class, Certified U.S. Mail.

To the person(s) listed below at the address, email address, and/or facsimile number indicated:

Mr. Jesus Luis Arevalo
4055 Box Canyon Falls
N. Las Vegas, NV 89085
wraith702@gmail.com

Jesus Arevalo
6935 Aliante Pkwy., Ste. 104 #286
N. Las Vegas, NV 89084

Jesus Arevalo
5612 N. Decatur Blvd., Ste. 130
P.O. Box 321
Las Vegas, NV 89031

/s/ Mallory Yeargan

An Employee of the WILICK LAW GROUP

P:\wp19\DELAO,C\DRAFTS\00523817.WPD\my

EXHIBIT “A”

EXHIBIT “A”

EXHIBIT “A”

Arrearage Calculation Summary

Arevalo v. Delao

Page: 1

Report Date: 10/05/2021

Summary of Amounts Due

Total Principal Due 11/01/2021:	\$49,970.02
Total Interest Due 11/01/2021:	\$12,283.23
Total Penalty Due 11/01/2021:	\$0.00
Amount Due if paid on 11/01/2021:	\$62,253.25
Amount Due if paid on 11/02/2021:	\$62,260.44
Daily Amount accruing as of 11/02/2021:	\$7.18

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
02/01/2014	446.99	02/01/2014	0.00	446.99	0.00
03/01/2014	446.99	03/01/2014	0.00	893.98	1.80
04/01/2014	446.99	04/01/2014	0.00	1,340.97	5.78
05/01/2014	446.99	05/01/2014	0.00	1,787.96	11.57
06/01/2014	446.99	06/01/2014	0.00	2,234.95	19.54
07/01/2014	446.99	07/01/2014	0.00	2,681.94	29.18
08/01/2014	446.99	08/01/2014	0.00	3,128.93	41.14
09/01/2014	446.99	09/01/2014	0.00	3,575.92	55.09
10/01/2014	446.99	10/01/2014	0.00	4,022.91	70.52
11/01/2014	446.99	11/01/2014	0.00	4,469.90	88.46
12/01/2014	446.99	12/01/2014	0.00	4,916.89	107.75
01/01/2015	446.99	01/01/2015	0.00	5,363.88	129.67
02/01/2015	446.99	02/01/2015	0.00	5,810.87	153.59
03/01/2015	446.99	03/01/2015	0.00	6,257.86	176.99
04/01/2015	446.99	04/01/2015	0.00	6,704.85	204.90
04/10/2015	9,760.97	04/10/2015	375.00	16,090.82	213.58
04/25/2015	0.00	04/25/2015	150.00	15,940.82	248.29
05/01/2015	446.99	05/25/2015	150.00	16,237.81	318.62
06/01/2015	446.99	06/25/2015	150.00	16,534.80	392.57
07/01/2015	446.99	07/25/2015	150.00	16,831.79	465.46
08/01/2015	446.99	08/25/2015	150.00	17,128.78	542.05
09/01/2015	446.99	09/26/2015	150.00	17,425.77	622.50
10/01/2015	446.99	10/24/2015	150.00	17,722.76	694.16

11/01/2015	446.99	11/01/2015	0.00	18,169.75	714.55
12/01/2015	446.99	12/02/2015	150.00	18,466.74	795.63
12/27/2015	0.00	12/27/2015	150.00	18,316.74	862.04
01/01/2016	446.99	01/22/2016	150.00	18,613.73	934.43
02/01/2016	446.99	02/20/2016	150.00	18,910.72	1,016.82
03/01/2016	446.99	03/26/2016	150.00	19,207.71	1,117.96
04/01/2016	446.99	04/30/2016	150.00	19,504.70	1,220.93
05/01/2016	446.99	05/29/2016	150.00	19,801.69	1,307.81
06/01/2016	446.99	06/01/2016	0.00	20,248.68	1,316.74
07/01/2016	446.99	07/04/2016	150.00	20,545.67	1,417.36
07/30/2016	0.00	07/30/2016	150.00	20,395.67	1,497.63
08/01/2016	446.99	08/27/2016	150.00	20,692.66	1,585.19
09/01/2016	446.99	09/01/2016	0.00	21,139.65	1,600.74
10/01/2016	446.99	10/01/2016	150.00	21,436.64	1,696.04
10/29/2016	0.00	10/29/2016	150.00	21,286.64	1,786.24
11/01/2016	446.99	11/29/2016	150.00	21,583.63	1,887.28
12/01/2016	455.93	12/01/2016	0.00	22,039.56	1,893.77
01/01/2017	455.93	01/03/2017	150.00	22,345.49	2,003.53
01/29/2017	0.00	01/29/2017	150.00	22,195.49	2,095.05
02/01/2017	455.93	02/01/2017	0.00	22,651.42	2,105.54
03/01/2017	455.93	03/04/2017	150.00	22,957.35	2,216.38
03/31/2017	0.00	03/31/2017	150.00	22,807.35	2,314.03
04/01/2017	455.93	04/01/2017	0.00	23,263.28	2,317.62
05/01/2017	455.93	05/09/2017	150.00	23,569.21	2,457.46
06/01/2017	455.93	06/10/2017	150.00	23,875.14	2,576.92
07/01/2017	455.93	07/12/2017	150.00	24,181.07	2,701.73
07/29/2017	0.00	07/29/2017	150.00	24,031.07	2,772.12
08/01/2017	455.93	08/25/2017	150.00	24,337.00	2,885.10
09/01/2017	455.93	09/26/2017	150.00	24,642.93	3,020.40
10/01/2017	455.93	10/25/2017	150.00	24,948.86	3,144.65
11/01/2017	455.93	11/01/2017	0.00	25,404.79	3,174.55
12/01/2017	455.93	12/02/2017	150.00	25,710.72	3,309.48
12/31/2017	0.00	12/31/2017	150.00	25,560.72	3,437.16
01/01/2018	455.93	01/29/2018	150.00	25,866.65	3,566.88
02/01/2018	455.93	02/26/2018	150.00	26,172.58	3,697.89
03/01/2018	455.93	03/28/2018	150.00	26,478.51	3,839.91
04/01/2018	455.93	04/29/2018	150.00	26,784.44	3,993.07
05/01/2018	455.93	05/29/2018	150.00	27,090.37	4,138.44

06/01/2018	455.93	06/27/2018	150.00	27,396.30	4,280.46
07/01/2018	455.93	07/31/2018	150.00	27,702.23	4,460.22
08/01/2018	455.93	08/01/2018	0.00	28,158.16	4,465.53
09/01/2018	455.93	09/07/2018	150.00	28,464.09	4,665.86
09/26/2018	0.00	09/26/2018	150.00	28,314.09	4,769.58
10/01/2018	455.93	10/01/2018	0.00	28,770.02	4,796.73
11/01/2018	455.93	11/06/2018	150.00	29,075.95	4,995.80
12/01/2018	455.93	12/07/2018	150.00	29,381.88	5,169.19
01/01/2019	455.93	01/07/2019	150.00	29,687.81	5,346.85
01/29/2019	0.00	01/29/2019	150.00	29,537.81	5,481.05
02/01/2019	455.93	02/25/2019	150.00	29,843.74	5,647.17
03/01/2019	455.93	03/01/2019	0.00	30,299.67	5,671.70
04/01/2019	455.93	04/08/2019	150.00	30,605.60	5,908.95
04/25/2019	0.00	04/25/2019	200.00	30,405.60	6,015.86
05/01/2019	455.93	05/01/2019	0.00	30,861.53	6,053.34
06/01/2019	455.93	06/01/2019	185.97	31,131.49	6,249.93
06/26/2019	0.00	06/26/2019	150.00	30,981.49	6,409.85
07/01/2019	455.93	07/27/2019	150.00	31,287.42	6,609.63
08/01/2019	455.93	08/30/2019	150.00	31,593.35	6,830.93
09/01/2019	455.93	09/01/2019	0.00	32,049.28	6,843.92
10/01/2019	455.93	10/21/2019	150.00	32,355.21	7,175.06
11/01/2019	455.93	11/01/2019	0.00	32,811.14	7,248.19
12/01/2019	488.58	12/21/2019	150.00	33,149.72	7,587.30
01/01/2020	488.58	01/01/2020	0.00	33,638.30	7,662.23
02/01/2020	488.58	02/12/2020	150.00	33,976.88	7,923.78
02/12/2020	0.00	02/12/2020	150.00	33,826.88	7,923.78
03/01/2020	488.58	03/09/2020	2,000.00	32,315.46	8,086.70
03/09/2020	0.00	03/09/2020	150.00	32,165.46	8,086.70
03/18/2020	57.50	03/18/2020	0.00	32,222.96	8,140.09
03/24/2020	44.08	03/24/2020	0.00	32,267.04	8,175.75
03/24/2020	3,460.00	03/24/2020	0.00	35,727.04	8,175.75
03/24/2020	1,250.00	03/24/2020	0.00	36,977.04	8,175.75
04/01/2020	488.58	04/22/2020	150.00	37,315.62	8,375.41
05/01/2020	488.58	05/01/2020	0.00	37,804.20	8,437.35
05/06/2020	2,850.00	05/06/2020	0.00	40,654.20	8,472.21
05/06/2020	1,420.00	05/08/2020	150.00	41,924.20	8,487.73
06/01/2020	488.58	06/01/2020	0.00	42,412.78	8,673.29
06/09/2020	2,850.00	06/24/2020	150.00	45,112.78	8,861.08

07/01/2020	488.58	07/24/2020	150.00	45,451.36	9,069.77
07/27/2020	247.50	07/27/2020	0.00	45,698.86	9,089.33
08/01/2020	488.58	08/24/2020	150.00	46,037.44	9,274.49
09/01/2020	488.58	09/23/2020	150.00	46,376.02	9,474.14
10/25/2020	0.00	10/25/2020	146.00	46,230.02	9,687.01
11/25/2020	0.00	11/25/2020	155.00	46,075.02	9,892.58
12/25/2020	0.00	12/25/2020	150.00	45,925.02	10,090.86
01/01/2021	0.00	01/25/2021	150.00	45,775.02	10,295.51
02/25/2021	0.00	02/25/2021	150.00	45,625.02	10,499.61
03/23/2021	5,245.00	03/25/2021	150.00	50,720.02	10,684.87
04/25/2021	0.00	04/25/2021	150.00	50,570.02	10,911.03
05/26/2021	0.00	05/26/2021	150.00	50,420.02	11,136.52
06/25/2021	0.00	06/25/2021	150.00	50,270.02	11,354.08
07/01/2021	0.00	07/25/2021	150.00	50,120.02	11,571.00
08/25/2021	0.00	08/25/2021	150.00	49,970.02	11,794.48
11/01/2021	0.00	11/01/2021	0.00	49,970.02	12,283.23
Totals	63,681.99		13,711.97	49,970.02	12,283.23

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
 Interest and penalties are calculated using number of days past due.
 Payments apply to principal amounts only.
 Interest is not compounded, but accrued only.
 Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016		5.75%	from Jan 2017 to Jun 2017
6.25%	from Jul 2017 to Dec 2017		6.50%	from Jan 2018 to Jun 2018
7.00%	from Jul 2018 to Jan 2019		7.50%	from Jan 2019 to Jun 2019
7.50%	from Jul 2019 to Dec 2019		6.75%	from Jan 2020 to Jun 2020
5.25%	from Jul 2020 to Dec 2020		5.25%	from Jan 2021 to Jun 2021
5.25%	from Jul 2021 to Dec 2021			

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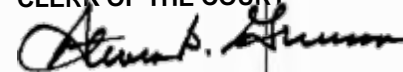
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End of Report

20

20



JESUS LUIS AREVALO
6935 Aliante Pkwy Ste 104, #286
N. Las Vegas, NV 89084
(702) 813-1829
Plaintiff in Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JESUS LUIS AREVALO,
Plaintiff,

vs.

CATHERINE AREVALO,
Defendant.

Case No. D-11-448514-D
Dept No. E

ORAL ARGUMENT REQUESTED?
YES

**OPPOSITION TO DEFENDANT'S MOTION FOR ORDER TO SHOW
CAUSE WHY PLAINTIFF SHOULD NOT BE HELD IN CONTEMPT OF
COURT FOR FAILURE TO ABIDE BY THE COURT'S
JULY 30, 2021 ORDER AFTER REMAND; AN ORDER TO COOPERATE
IN OBTAINING A LIFE INSURANCE POLICY; AN INDEMINIFICATION
QDRO AND ATTORNEY FEES AND COSTS; AND CLARIFICATIONS**

**AND COUNTERMOTION TO ESTABLISH STATUTORY
CHILD SUPPORT AND CHILD SUPPORT ARREARS DUE TO FRAUD;
TO CONFIRM PLAINTIFF IS UNABLE RATHER THAN
UNWILLING TO OBTAIN LIFE INSURANCE; FOR COURT TO
ACCEPT CPS/ACTUARY FIGURES FOR DEFENDANT'S
COMMUNITY PROPERTY INTEREST IN PLAINTIFF'S PENSION;
AWARD OF ATTORNEY FEES PURSUANT TO MILLER V.
WILFONG; AND RELATED RELIEF**

COMES NOW Plaintiff, in Proper Person, and respectfully Opposes
Defendant's meritless and repetitive motions; and moves this Court for the following
relief:

1. That the court take nothing by way of Defendant's meritless and
VEXATIOUS motions.
2. That the court acknowledge Plaintiff is unable to obtain a policy of life

1 insurance due to his health, rather than unwilling to obtain the policy; and therefore,
2 this issue should be put to rest.

3 3. That the court acknowledge the Nevada Supreme Court DID NOT find “that
4 this Court’s calculation as to arrears for the PERS benefit was correct” - that, in fact,
5 the COURT did not make a Calculation; that Defendant’s own attorney who is not an
6 ACTUARY made erroneous applications, which are herein CORRECTED by the use
7 of a CPA, who IS an actuary.

8 4. That the Court calculate not only current child support pursuant to
9 Defendant’s actual income, but child support arrears - which was requested by
10 Plaintiff during the pendency of the Appeal.

11 5. That Plaintiff be awarded fees and costs for having to respond to this
12 vexatious litigation.

13 This Opposition and Countermotion is made and based upon all the records
14 and files in this action, Points and Authorities and any oral argument at the time of
15 hearing.

16 Dated this 11th day of October, 2021.

17 /s/ Jesus Luis Arevalo

18 JESUS LUIS AREVALO
19 Plaintiff in Proper Person
20
21
22
23
24
25
26
27

1 **POINTS AND AUTHORITIES**
2 **HISTORY/FACTS**

3 The court is well aware of this matter, as the parties have litigated this action
4 consistently for years. Most recently, Plaintiff filed seeking to allow his son to
5 attend a Charter School, over a public school, which the court denied without
6 compliance with *Arcella v. Arcella*. On appeal, the Appellate Court acknowledged
7 Defendant's argument that the matter was not "ripe" because the child was on a
8 waiting list; and that Plaintiff only raised the issue in the Reply both to be erroneous.
9 The Appellate court found, on Page 7, last full paragraph, as follows:

10 "Here, the district court denied Jesus's request for a ruling on what
11 middle school the child should attend, concluding that the issue was not
12 yet ripe as the child had not yet been accepted to the charger school, and
13 on reconsideration, concluding that the issue was improperly raised for
14 the first time in the reply brief. But based on our review of the record,
15 neither of these findings is correct. First, the district court cited no
16 authority and our research has revealed no authority to support is
17 conclusion that, although the child was on the waiting list to be admitted
18 to the charge school, Jesus's require to determine whether the child
19 could attend that school was not yet ripe. *Cf. Arcella*, 133 Nev. At 871,
20 407 P.3d at 345 (concluding that one of the facts establishing adequate
21 cause for an evidentiary hearing was that the child "was about to finish
22 elementary school"). Second, the district court's conclusion that Jesus
23 improperly raised the charter school issue in his reply brief to his motion
24 for reconsideration is belied by the record. Indeed, on pages three and
25 five of Jesus's motion for reconsideration, he specifically asserted that
26 the district court failed to consider his request regarding the charter
27 school, that he was entitled to an evidentiary hearing pursuant to
28 *Arcella*, and that the child had in fact since been accepted to the charter
school. Accordingly, we reverse and remand the district court's denial
of Jesus's motion regarding the charger school for further proceedings
on the issue. See *Davis*, 131 Nev. At 450, 352 P.3d at 1142.

21 **VALUE OF QDRO WAS NEVER CONFIRMED BY APPEAL**

22 Plaintiff presents this show this court's history and pattern of *factual blindness*
23 at Defendant's misrepresentations.

24 In the present motion, on page 2, beginning on line 25, Defendant makes
25 factual misrepresentations yet again, and seeks this court to continue its *factual*
26 *blindness* to the misrepresentations of Defendant.
27
28

1 This misrepresentations states as follows:

2 "On March 30, 2021, the Nevada Court of Appeals issues its *Order*
3 *Affirming in Part, Reversing in Part and Remanding*. Of particular
4 importance to this Motion, the Court of Appeals found that this Court's
5 calculation as to the arrears for the PERS benefit was correct, that this
6 Court was to determine if the life insurance policy was subject to the
statute of limitations and if not, that the correct amount of the policy was
to be determined, and finally, that this Court make findings in
accordance with *Brunzell* and *Wright* for an award of attorney fees and
costs."

7 In fact, this entire statement - the basis of this entire meritless and vexatious
8 action - is inaccurate.

9 What is ACTUALLY stated is:

10 "Here, contrary to Jesus's assertion, the district court correctly
11 concluded that Catherine's interest in the PERS pension payments was
12 subject to the six-year statute of limitations and, therefore, she was only
13 entitled to recover those missed payments for which the limitation
14 period had not yet expired at the time she filed her motion and any
15 future payments. See *Bongiovi v. Bongiovi*, 94 Nev. 321, 322, 570 P.2d,
16 1246, 1247 (1978) (concluding that the statute of limitations period
17 commences against each installment as it becomes due, not from the
18 date of the decree of divorce). Accordingly, the district court did not
19 abuse its discretion in determining Catherine was entitled to enforce the
20 provisions of the decree entitling her to obtain her share of Jesus's PERS
pension that had not yet expired under the statute of limitations, and
ordering that a QDRO be entered to enforce that provision going
forward. See *Williams*, 120 Nev. At 566, 97 P.3d at 1129; cf. *Henson*
v. Henson, 130 Nev. 814, 820 n.6, 334 P.3d 933, 937 n.6 (2014) (noting
the district court 's inherent authority to enforce its orders and
concluding that the court had jurisdiction to modify a QDRO - more
than six years after the QDRO was first entered - because the amended
QDRO effectuated the divorce decree and did not modify the parties'
interest under the divorce decree.)"

21 At no point did the Appellate Court indicate ANY numbers provided by
22 Defendant, and rubber stamped by this court were accurate. Further, the *PERS*
23 *Benefits and Qualified Domestic Relations Order* handbook, page 3, states,

24 "Current or present values can be calculated by actuary or by a CPA. PERS
25 cannot provide you with this calculation." See Exhibit "1"

26 Defendant is again relying on this court to be *factually blind*.

1 The Decree of Divorce stated which attorney was to prepare the QDRO. Being
2 *factually blind*, this Court allowed Marshal Willick to walking into a hearing - where
3 changing the preparer of the QDRO was NEVER DISCUSSED and was NOT in any
4 MOTION by EITHER PARTY - and instantly get an alternative QDRO preparer.

5 That preparer was then ordered to be Emily McFarling, Esq.

6 In spite of that *factually blind* alternate appointment, a QDRO was prepared
7 by Defendant's own attorney. This is especially troubling because if the court were
8 to review the hearing where the QDRO preparer was changed, the court itself raised
9 concerns about Defendant's own attorney preparing the QDRO - and thus, an
10 alternative was agreed up. Yet, it was NOT Emily McFarling that prepared the
11 QDRO on file. Plaintiff has stated in prior documents - and he can find them if the
12 court continues to ignore these facts - that Marshal Willick is NOT an actuary, and
13 his figures are disputed.

14 His figures remain disputed. There is a definite *factual blindness*
15 demonstrated as the fact that Plaintiff is on DISABILITY is NEVER addressed - not
16 by Defendant, nor by this court. That *factual blindness*, fails to accept that his
17 income is up to 80% less due to this disability. Further, the court demonstrates
18 *factual blindness* to *Powers v. Powers*. A proper determination relating to the
19 pension cannot be made without addressing these issues.

20 The court stated in open court his numbers were used "because they were the
21 only numbers provided" to the Court! That is no legal grounds to use inaccurate
22 figures - and as stated above, this court can correct its errors at any time they are
23 found pursuant to *Henson v. Henson*, 130 Nev. 814, 820 n.6, 334 P.3d 933, 937 n.6
24 (2014) (noting the district court 's inherent authority to enforce its orders...).

25 At this time, Plaintiff has sought an actuary, and been informed that a CPA acts
26 as an actuary. He has paid for these services to determine an appropriate figure as to
27

1 Defendant's portion of Plaintiff's pension. He would also inform this court that it has
2 taken more than 30 days to get the results. This is why Plaintiff was forced to request
3 Defendant allow him additional time to respond to this vexatious and meritless
4 motion.

5 If these calculations are not attached to this motion, they will be provided under
6 separate cover, as Plaintiff is still awaiting the exact figures. However, it is
7 abundantly CLEAR that 100% of what Plaintiff earned during the marriage was not
8 nearly the \$185,000 or \$201,000 or whatever inflated value that was placed on the
9 pension and/or the insurance policy by the non-actuary, Marshal Willick. (*And notice*
10 *it increases, since he got away with the first figure.*) He is an advocate for his client,
11 but NOT an actuary. Therefore, his figures should never have been used, and it is
12 ***factual blindness*** to believe the figures are accurate OR that the Appeals Court
13 confirmed ANY FIGURES WHATSOEVER.

14 Where in the *Order Affirming in Part, Reversing in Part and Remanding* does
15 it state: "[t]he Court's calculation as to arrears for the PERS benefit was correct."

16 Defendant has ***factual blindness***, and seeks this court to follow blindly.
17 Unfortunately, the court has done so too many times in this matter.

18 Finally, Plaintiff contends Defendant's ***factual blindness*** continues as he has
19 failed to provide an Affidavit or Declaration pursuant to *Awad*. A verification is
20 NOT appropriate and does not meet *Awad*. Further, the exact document, page and
21 line number is NOT provided to establish contempt, and therefore, any contempt
22 would FAIL.

23 LIFE INSURANCE

24 Plaintiff has attempted to obtain a policy of life insurance, as directed by this
25 court. He scheduled a doctors appointment on 8/30/21; and completed blood work
26 on 9/9/21. He recently received his results. Plaintiff was thereafter DENIED
27

1 insurance due to medical reasons. See Exhibit "2."

2 While Plaintiff continues to object to the sum alleged, he sought to comply.
3 This shows that Plaintiff has complied with the court order: He attempted to obtain
4 a policy but **DOES NOT QUALIFY**.

5
6 Perhaps now would be a good place for the court to acknowledge Plaintiff is
7 100% medically disabled, which also affects his pension, to which the court has thus
8 far been *factually blind* to. This has repeatedly been presented to this court - and
9 ignored.

10 Contempt is a willful act. Plaintiff is not in contempt of court due to his
11 inability to obtain a policy of life insurance. In fact, this very court told Marshal
12 Willick this very fact in court on August 15, 2020. The court told him it was
13 adjudicated and he could collect by "all lawful means." This is merely further
14 evidence Defendant is a VEXATIOUS LITIGANT.

15 This should put this matter to rest. There is no contempt. Plaintiff does not
16 have the health ability to comply.

17 INDEMNIFICATION QDRO

18 First, Plaintiff would indicate that the present QDRO must be corrected, as it
19 was not calculated by an ACTUARY or CPA, as required by PERS, and there are
20 now (or soon will be) correct figures for a QDRO. Further, the disability component
21 continues to be ignored and not in compliance with *Powers v. Powers*.

22 Plaintiff requests the court avoid any *factual blindness* by having the QDRO
23 **correctly** prepared as Ordered by this Court: by Emily McFarling.

24 Second, Plaintiff again reiterates that all cases cited by Defendant relate to
25 child support and/or alimony and NOT to pension arrears NOR attorney fees.
26 Plaintiff believes none of the cases are appropriate because NONE relate to pensions
27

1 arrears. This is SPECIFICALLY stated in the PERS Policy Handbook, NRS
2 286.6703, Policy 13.11. See attached Exhibit "3"

3 Third, Plaintiff requests this court to acknowledge the terms of the pension
4 itself indicates arrears are owed by a member or retired employee to an alternate
5 payee, the system will NOT participate in collection of these arrears, unless there is
6 an agreement by the parties. Plaintiff does not make such agreement. See Exhibit
7 "3", Pension information.

8 Fourth, it is unconscionable that this court would leave Plaintiff without any
9 means to support his child, knowing Plaintiff is 100% medically disabled - just to
10 appease Marshal Willick.

11 Fifth, Plaintiff is entitled to statutory child support from Defendant which
12 should be used to offset sums to Defendant, at least through the minority of the child.

13 14 COUNTERMOTION

15 1. Child Support and Arrears Issues

16 Plaintiff herein RENEW his request that the court address the issue of child
17 support and child support arrears from his filing of a motion for relief during the
18 appeals action. As his prior motion states, this Motion was filed with the express
19 intent that, if not heard pending the appeal, that the court is required to acknowledge
20 his request to address child support from the date of filing of the motion.

21 Toward that, Plaintiff would inform the court as follows:

22 Defendant committed FRAUD in failing to cite her unemployment income -
23 and her attorney knew and admitted it. See Exhibit "4", communication after court -
24 even prior to the appeal - that Defendant's FDF omitted significant income.

25 Further, during the appeal, Plaintiff prayed for such relief in a subsequent
26 motion.

1 Finally, just as the court IGNORED Plaintiff's pleas for an evidentiary hearing
2 on the school issue pursuant to *Arcella*, this court has failed and refused to address the
3 issue of child support due to the significant discrepancy in income of the parties.

4 The court is, once again, ***factually blind***.

5 There is a huge discrepancy in income of the parties, and Plaintiff is entitled
6 to statutory child support pursuant to *Rivero v. Rivero*. Further, he is entitled to
7 significant arrears with interest as well.

8 Plaintiff asked this court in May, 2020 to calculate proper child support. The
9 Court was ***factually blind*** and refused to address this matter. Plaintiff's GMI in
10 April, 2020 was \$10,170.40 versus Plaintiff's GMI which was \$3,006.63.

11 In the hearing on March 23, 2021, the court incorrectly alleged Defendant's
12 GMI at \$4,116.00, which failed to include Plaintiff's arrears payment of \$150 or the
13 child's social security income of \$2130 per month, and applied NAC 425 with these
14 ***factually blind*** calculations, resulting in child support to Plaintiff in the monthly sum
15 of only \$255. Defendant's GMI at that time (to include the 2 incomes left out) was
16 \$6,396. Plaintiff's income was at \$2,518.05. The proper order should have been
17 \$422.75 a month.

18 However in the last hearing after Remand, with absolutely no change of
19 circumstances, and no review of a new or current FDF, Defendant's attorney asked
20 this court to be ***factually blind*** and eliminate child support (with the issue of arrears
21 NEVER addressed) - and the court did so.

22 This court CONTINUES to ignore the SIGNIFICANT issue of CHILD
23 SUPPORT because Defendant's income is superior to Plaintiff's income.

24 Any figures alleged due and owing to Defendant from Plaintiff after a
25 PROPER CALCULATION should be offset by the properly monthly obligation of
26 Defendant to Plaintiff for child support.

1 The court cannot continue to ignore and be *factually blind* to the issue of child
2 support, which would provide a significant and appropriate offset to any arrears owed
3 to Defendant rather than an indemnification QDRO, which is punitive and leaves
4 Plaintiff unable to provide for the minor child whom he shares physical custody of
5 at this time.

6 On Defendant's attorneys' own Web page regarding child support, it lists what
7 is included - which clearly includes the child's survivors benefits, as these are NOT
8 due to the child's disability - which this court fails to include. See Exhibit "5"

9 The income of \$150 per month that Plaintiff provides is also to be considered
10 in the child support calculation.

11 In April 2020, Defendant committed perjury on her FDF which her attorney
12 admitted. She failed to include her Federal COVID unemployment benefits of \$600
13 per week and omitted the IBM Pension payments of \$1,082 - as well as her own and
14 the child's Social security beneficiary payments of \$2,130 each.

15 This court incorrectly states that the child's disability benefits are not counted,
16 when in fact, since the child's benefits are due to death benefits and NOT due to the
17 CHILD BEING DISABLED, this income counts as income for child support as well.

18 Defendants true income in April of 2020 - when the court first incorrectly set
19 child support - was:

- 20 1. State unemployment \$428 a week
 - 21 2. Covid Federal Unemployment a week \$600
 - 22 3. IBM Pension every month of \$1,082
 - 23 4. Defendant's Surviving Spouse Soc Sec of \$2,130 a month
 - 24 5. The child's surviving dependant Social Security of \$2,130 a month
 - 25 6. The monthly arrears payment from Plaintiff in the sum of \$150 a month.
- 26 Defendant's GMI from April 2020 - Sept 2020, was \$10,170.40.

1 Plaintiff's GMI was \$3,006.63.

2 Therefore, the child support obligation during this six month period should
3 have been \$404.81 a month. That would put her in the arrears for that time period
4 \$2,428.86 plus 5.78% interest a day.

5 Defendants updated FDF filed October 2020 was still perjury. However, she
6 was unemployed. She claimed \$416 a month from job (Bubba Gumps). Her
7 deceased husband's pension of \$1,082; her portion of Defendant's pension she
8 started receiving at \$488.58 a month, Defendants Social Security Survivor Spouse
9 benefits of \$2,130 a month; Louie's Survivor's Dependant Social Security Benefit
10 of \$2,130 a month; and the arrears from Plaintiff in the sum of \$150 a month.

11 Defendants total GMI that started October, 2020, was \$6,396.00. Plaintiff's
12 GMI was now only \$2,517.65.

13 Therefore, Defendant's child support obligation to Plaintiff \$422.75 a month
14 from October, 2020 to the present, which will put her in an additional arrears
15 \$5,918.50 plus 5.78% interest a day, through September, 2021.

16 In total, Defendant owes Plaintiff child support arrears from April 2020 to Nov
17 2021 is \$8,347.36 plus 5.78% a day.

18 This should be address concurrent with any payments that are PROPERLY, via
19 an actuary or CPA, to be owing from Plaintiff to Defendant.

20 **2. QDRO to Be Prepared Accurately by Third Party**

21 In addition to the details above, Plaintiff reiterates that the court should have
22 Emily McFarling, who was ordered to prepared the QDRO, ACTUALLY be the
23 person who prepares the QDRO, as to have Defendant's attorney do so is a
24 CONFLICT OF INTEREST.

25 Plaintiff herein reiterates his above argument as if set forth in full.

26 **OTHER BAD FAITH ACTS OF DEFENDANT**

1 Additionally, the court should be advised there are unpaid medical bills that
2 Defendant took the child in for, which were never provided to Defendant - but instead
3 allowed to go straight to collection - because Plaintiff is named as the guarantor. This
4 is why he had his address updated with the Pediatrician's office -so the doctors can
5 get paid and Plaintiff can stay out of collections.

6 Additionally, Exhibit "5" Shows a letter from the child's dentist saying they
7 canceled the child's appointment because they no longer do child dental at that
8 location. Defendant is interfering with medical appointment of the child - NOT
9 Plaintiff, and Defendant should be put on notice and a change of custody should be
10 considered if this continues.

11 Defendant has also been physically abusive to Plaintiff's wife during a child
12 exchange on 02/21/21. (See OFW 02/22/21 & 02/24/21). Issues prior were
13 discussed on OFW prior and Defendant was asked not to cause a scene and leave
14 Plaintiff's wife out of the parties' disagreement. See all OFW communication,
15 Exhibit "6" It is Mom whose custody should be questioned.

16 Defendant believes because she has Marshal Willick as her attorney, she can
17 act badly, and "buy" her way out.

18 Defendant assaulted Plaintiff's wife and the child was watching all this from
19 his bedroom window. This incident led to Defendant refusing to allow Plaintiff's
20 wife to do child exchanges, and also refusing to actually get out of her vehicle and
21 walk into McDonald's to receive the child. Defendant does not want to be on camera
22 during exchanges so she is fear to act inappropriately. Defendant has caused a
23 couple of scenes at McDonald's as well (See OFW 07/05/2021). At this time,
24 Plaintiff allows the child to walk out to Defendant's vehicle so the exchanges do not
25 stress the child out.

26 Then on 05/11/21 Defendant battered and abused our son. Defendant charged
27
28

1 after the child, grabbed him by his throat, pushing him into his bedroom while hitting
2 him and then threw him to the floor. LVMPD was called on 05/12/21 and CPS
3 responded and did a report on 5/13/21. The result from CPS was that Louie stayed
4 with Plaintiff for a 2 week cool off period. Plaintiff is still waiting on the CPS Report
5 that he ordered over 3 months ago.

6 However, this shows serious concern for Defendant remaining a joint physical
7 custodian of the child. A child interview would be appropriate to address the issues
8 the child is presently facing with Defendant. This is only going to be worse, because
9 Defendant has LOST her attempt to remain in her deceased husband's home. This
10 belongs to his children, not Plaintiff. Coincidentally, Defendant will be forced to
11 relocate - and the child will be uprooted from his school if she is not in the same area
12 - thus, the child being in a CHARTER SCHOOL would have been better for the
13 CHILD, because he would not be uprooted if he was attending the charter school.

14 ATTORNEY FEES

15 As stated by the Appellate Court, attorney fees were - and now are -
16 inappropriate, as the court failed to consider the disparity in income of the parties, or
17 the parties' net worth. It is well established that in addition to the *Brunzell* factors,
18 in a family law matter, disparity in income and net worth be addressed. This is to
19 ensure that the disadvantaged party is not dragged back into court repeatedly over the
20 same 'contempt' allegations, just to churn out attorney fee awards - much like this
21 Defendant in this action.

22 Before granting an award of attorney fees, the district court must identify the
23 legal basis for the award and determine the reasonable amount of attorney fees to
24 award, *Miller v. Wilfong*, 121 Nev. 619, 623, 119 P.3d 727, 730 (2005). Further,
25 "attorney fees are not recoverable unless allowed by express or implied agreement or
26 when authorized by statute or rule." *Miller*, 121 Nev. At 623, 199 P.3d at 730.

Additionally, in family law cases, the district court “must also consider the disparity in income of the parties when awarding fees.” (Citing *Wright*, 114 Nev. At 1370, 970 P.2d at 1073.)

Defendant's monthly income from 4/2020 to 09/2020 was \$10,170.40. Her net worth after her husband passed in April 2020 was about \$275,000. (\$200,000 Farmers Life Insurance Policy and a \$35,000 Loomis Employer life Insurance Policy.) Defendant also received about \$40k for an IBM 401k. This monthly income is verifiable with the FDF she filed in Oct 2020. The Life insurance policies and 401k(s) are verifiable from the Estate case.

Plaintiff's income before the garnishment of his pension was \$3,006.63 per month. Plaintiff's income after the garnishment is \$2,518.05 per month. Plaintiff has absolutely no ability to pay.

CONCLUSION

Based upon these facts, Plaintiff requests the court stay all financial orders, and that child support be corrected as set forth herein.

DATED and DONE this 11th day of October, 2021.

/s/ Jesus Luis Arevalo

JESUS LUIS AREVALO

Plaintiff in Proper Person

1 DECLARATION OF JESUS LUIS AREVALO

2 STATE OF NEVADA)
3 COUNTY OF CLARK) ss

4 I, JESUS LUIS AREVALO, state as follows:

5 1. That I am the Plaintiff in this matter, and everything in my opposition
6 and counter motion is true and correct.

7 2. That I request that the court acknowledge two things: 1. I do not qualify
8 for the life insurance policy, thus there is not contempt. 2. That the figures provided
9 by Marshal Willick, who is NOT an actuary nor CPA, are wildly inaccurate - and
10 proper calculations are in process, and shall be provided prior to the hearing, if not
11 included herein.

12 3. Additionally I continue to request that child support be properly calculated,
13 pursuant to *Henson v Henson*.

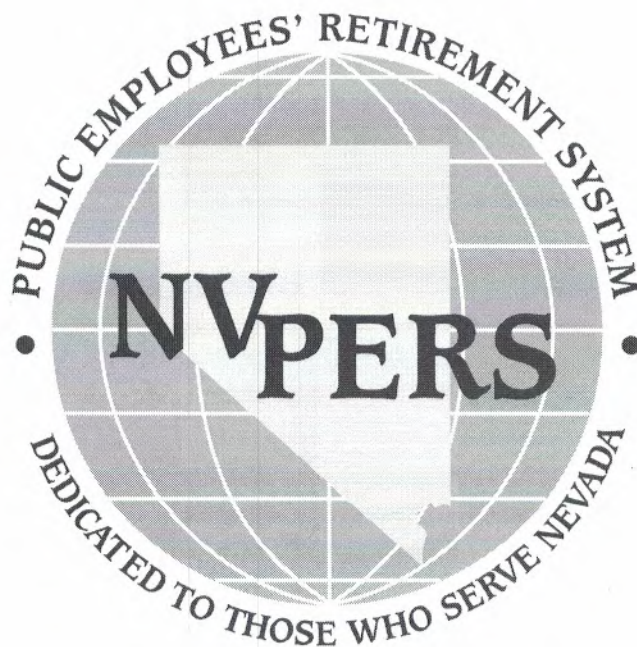
14 4. I request I be awarded fees and costs. I incurred costs of properly valuating
15 the PERS policy, and the QDRO needs to be corrected immediately.

16 Pursuant to NRS 53.045, I declare under penalty of perjury under the laws of
17 the State of Nevada that the foregoing is true and correct.

18 Dated this 11th day of October, 2021.

19 /s/ Jesus Luis Arevalo

20 JESUS LUIS AREVALO



**PERS Benefits
and
Qualified Domestic
Relations Orders**

www.nvpers.org

VOLUME II

5-11
RA000336

This document has been prepared for members of the Public Employees' Retirement System of Nevada to provide general information.

It is based on retirement law effective from the 78th session of the Nevada Legislature, 2015. This is not a legal document, nor is it intended to serve as a basis for legal interpretation. Official legal reference may be found in the Nevada Revised Statutes. It is intended to assist you and your attorney to determine benefits which may be subject to a community property claim. It should not in any way be construed as legal advice.

Chapter 286 of the Nevada Revised Statutes (NRS 286.6703) requires that a court judgment, decree or order, created to provide authority for PERS to split a benefit, be qualified by the Public Employees' Retirement System (PERS). To be qualified, the order must include all of the information provided in our sample Qualified Domestic Relations Order (QDRO) and must be in compliance with Chapter 286 of the Nevada Revised Statutes.

The Estimate Process

If you are going through a divorce, PERS can provide you with information regarding your account. You may then take this to your legal counsel for negotiations and the division of community property.

Initially, PERS looks at the number of years of service you have in our System. Depending on the number of years of service credit the System will provide the following:

- If you have less than five years of service and no employee contributions, a letter stating you are not vested and you are not eligible for benefits or a refund of any monies.
- If you have less than five years of service but you have personal contributions, a letter stating you are not vested in our System. We will provide the dollar amount of your personal contributions and any mandated employer-paid monies that may be eligible for distribution if the member terminates from public employment and submits a request.
- If you have more than five years of service credit in PERS, a benefit estimate assuming termination of employment at the end of the current month with benefits beginning the first of the following month.

In addition, PERS will provide an estimate assuming termination at the end of the current month with benefits beginning as of the first eligible age, based on the plan you are in and the number of years of service in PERS. Any personal contributions you have paid into the System as well as any mandated employer-paid monies eligible for distribution will also be provided with this information.

If you are already retired, a benefit estimate showing what portion of the current benefit should be paid to the ex-spouse based on the retirement option selected at the time of retirement and the dates of marriage. The letter will also indicate if the retirement option you selected at the time of retirement already provides for a continuing benefit to the ex-spouse.

- If you have not been married the entire time you have been a member of PERS, the System will provide you with an estimate showing the portion of the benefit to which a spouse/ex-spouse is entitled based on years of service

earned during the marriage divided by total years of service in PERS.

PERS will not project service credit or salary in divorce estimates. These estimates are based on information posted to the account as of the date of the request.

The Negotiation Process

There are four ways in which your retirement account could be affected by a divorce:

1. After an estimate is provided, a current value is established for the retirement account. Current or present values can be calculated by an actuary or by a CPA. PERS cannot provide you with this calculation. Once a current value is calculated, another asset may be used to offset your PERS retirement, i.e. if the PERS account is valued at \$50,000, then perhaps \$50,000 equity in the house could be traded to offset the amount determined by the CPA or actuary to be the value of the PERS benefit.

In the first scenario above, PERS requires a certified copy of the Divorce Decree stating that the PERS benefit is the sole and separate property of the member.

In the second through fourth scenarios, PERS requires a Qualified Domestic Relations Order (QDRO) to begin making payments to the ex-spouse at the time of retirement.

2. Court documents may provide that, at the time of retirement, the ex-spouse must receive a portion of the benefit, but there is no requirement that the ex-spouse be designated as beneficiary to receive a continuing benefit after the death of the retiree. **For example**, if the member earned a benefit of \$1,000 per month and the court awarded \$200 per month to the ex-spouse, PERS would set up the retiree's benefit at \$800 and the ex-spouse's benefit at \$200. If the ex-spouse were to predecease the retiree, the retiree would begin receiving the full \$1,000 beginning the first of the month following death. When the retiree passes away, payments to the ex-spouse cease.
3. Court documents may provide that, at the time of retirement, the retiree must select a plan to provide a



9800 Fredericksburg Road
San Antonio, Texas 78288

JESUS L AREVALO
6935 ALIANTE PKWY STE 104
N LAS VEGAS NV 89084-5819

September 29, 2021

Reference: Life Insurance Application Status

Dear Mr. Arevalo,

Thank you for choosing us for your life insurance needs. We've completed our review of the following Simplified Whole Life application:

USAA number: 23909015
Pending policy number: T746203858

Like all life insurance companies, we have guidelines that determine when coverage can or cannot be extended. Unfortunately, after carefully reviewing your application, we regret that we are unable to provide you with coverage because of your medical history; to include: [REDACTED], and post traumatic stress disorder.

If you received any correspondence prior to this letter that you interpret as coverage, please disregard it. You do not have coverage. Also, if you have an existing policy that you were replacing, please continue paying the premiums on that policy.

The enclosed Summary of Rights explains your rights regarding your personal information in our files.

Although we are not able to insure you, there are steps you can take to improve the financial security of your loved ones. Call our USAA Retirement Income Specialist at 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722, Monday through Friday from 7:30 a.m. to 10 p.m. CT and Saturday from 8 a.m. to 5 p.m. CT so they can help you develop a comprehensive plan.

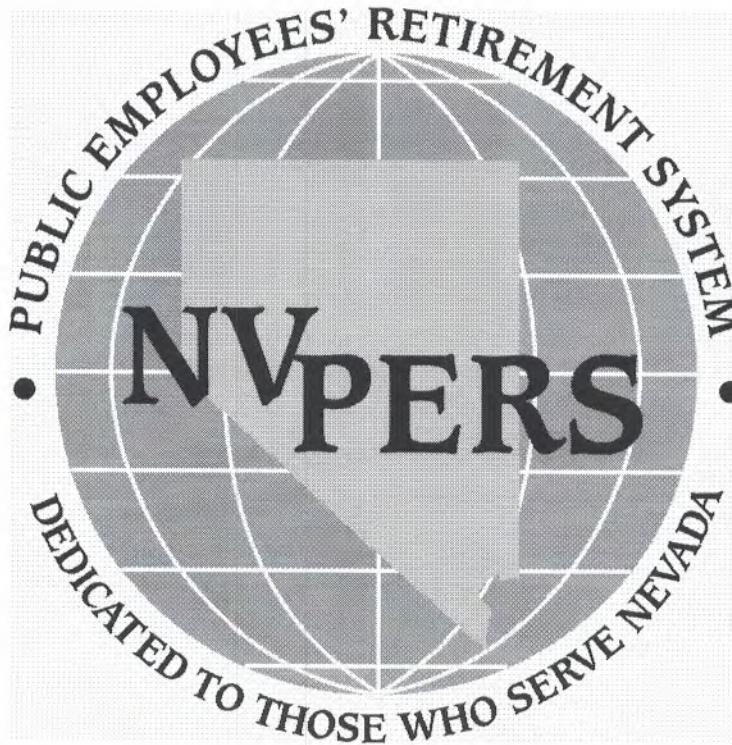
If you have questions about the decision on this life insurance application, please call me directly at 800-235-8741, ext. 2-3162. Please contact us if you need further assistance.

Sincerely,

Ken Denney
Underwriting Team 2
USAA Life Insurance Company

Enclosure

2



Official Policies

Of the


**PUBLIC EMPLOYEES' RETIREMENT
SYSTEM OF NEVADA**

693 West Nye Lane
Carson City, Nevada 89703

Effective: July 1, 2019

Ex "3"


submission of the judgment, decree or order. The System will not process the judgment, decree or order until the required Social Security Numbers are submitted.

- | | | |
|---|-------|---|
| 286.6703 | 13.8 | Receipt of a judgment, decree, or order which does not comply with Chapter 286 of NRS, or the System's Policies, will serve as a temporary notice to the System of a forthcoming order regarding distribution of a member's benefit. Any attempts to obtain a refund of contributions from such member's account will not be allowed for a period of 90 days from receipt by the System of such judgment, decree, or order. |
| 286.6703 | 13.9 | If the judgment, decree, or order awards 100% of the benefit to the alternate payee, the alternate payee shall receive 100%, less a minimum check of \$10.00 to the retired employee. |
| 286.6703 | 13.10 | If a retired employee submits a judgment, decree or order awarding a portion of their benefit to an alternate payee, the benefit change will be effective with the next monthly check run following the receipt of the approved certified copy of the order. |
|  286.6703 | 13.11 | If a judgment, decree, or order indicates that arrearages are owed by the member or retired employee to an alternate payee, the System will not participate in the collection of these arrearages. Arrangements for payment must be made between the two parties. |
| 286.6703 | 13.12 | If a retired employee returns to work for a Nevada public employer in a position eligible for membership and fails to notify the System in a timely manner, as delineated in NRS 286.520(2)(a), the retired employee is responsible for reimbursing the System for all benefits that have been overpaid, including any benefits paid to his alternate payee. |
| 286.6703 | 13.13 | If the retired employee's account is suspended for any reason, his alternate payee's account shall also be suspended. If the retired employee's account is canceled, the alternate payee's benefit shall be stopped indefinitely unless the alternate payee is the beneficiary under one of the Options 2 through 7. |
| 286.6703 | 13.14 | If the judgment, decree, or order indicates that the System is to pay the alternate payee for a specific period of time, it is the responsibility of the retired employee to apprise the System 30 days prior to the date the payments to the alternate payee are to stop or change. |

following: 2% in years 4 through 6; 3% in years 7 through 9; 3.5% in years 10 through 12; 4% in years 13 and 14 and 5% in the 15th year and thereafter.

- b. For members with an effective date of membership from January 1, 2010, through June 30, 2015, if the allowance of a benefit recipient has not kept pace with the CPI-U, a post-retirement increase will be based on the following: 2% in years 4 through 6; 3% in years 7 through 9; 3.5% in years 10 through 12; and 4% in the 13th year and thereafter.
- c. For members with an effective date of membership on or after July 1, 2015, if the allowance of a benefit recipient has not kept pace with the CPI-U, a post-retirement increase will be based on the following: 2% in years 4 through 6; 2.5% in years 7 through 9; and the lesser of the CPI cap or 3% every year thereafter.

286.5756 10.41 If the allowance of a benefit recipient increased faster than the CPI-U, the post-retirement increase shall be capped by the moving average of the CPI-U at June 30th for the preceding three years. Any adjustment due under this policy shall remain in effect for one year.

 286.200 10.42 A retired employee must receive a net benefit of at least \$10.00. If deductions are authorized by a retired employee, the retired employee's benefit must be at least \$10.00 plus the total of the deductions or the retired employee must make arrangements to pay the vendor or employer direct.

286.200 10.43 In the event there are six consecutive uncashed checks, the account will be suspended until a notarized statement has been received from the retiree.

FW: Delao Arevalo hearing

Lorien Cole <lorien@willicklawgroup.com>

Fri, Jun 5, 2020 at 11:41 AM

To: J Rev <wrath702@gmail.com>

Cc: Cat Delao <cat.delao@yahoo.com>, Mallory Yeargan <mallory@willicklawgroup.com>, Marshal Willick <marshal@willicklawgroup.com>

Dear Mr. Arevalo,

I have had a chance to discuss some of these issues with Ms. Delao:

Schedule

You agreed in open court with Judge Hoskin (before we represented Ms. Delao) to the current custodial schedule. The only part of the schedule that was altered was the "floating vacation" days, which was also outlined in Ms. Delao's counter-motion. In the original order, she had three floating vacation days, and you had none. In the new schedule, Ms. Delao added nine days for each of you, which was also to address a previous complaint from you on OFW. Judge Hoskin questioned you during the October hearing, and you agreed the new order should include the change of floating vacation days.

If you are still in disagreement with the ordered schedule, we recommend setting up an appointment for family court mediation center, and dividing the cost (usually no more than \$100 per person). If you are agreeable, we can prepare a stipulation to initiate the FMC referral.

Subpoena

Ms. Delao's employer's legal department did report they complied with the subpoena, so whatever you received is the information responsive to your subpoena.

* Ms. Delao did receive an additional unemployment check starting on April 15 of \$540. She has been informed that she will be going back to work shortly, but it is likely going to be part-time. The situation is fluid at this time.

* What monthly payments are you referring to that Ms. Delao will collect upon the passing of her husband? We are unaware of such payments, but if you are aware of some, she would like to know.

Insurance

Ms. Delao reports you told her you would have insurance on Louie at the beginning of May. Did you not have insurance for Louie in May? If not, when did you get him insurance?



Select Page



Child Support

How Does Child Support Work in Nevada? ...



Child support calculator effective February, 2020:

Willick Law Group Child Support Calculator

As of February 1, 2020, Nevada made the most sweeping changes to its child support laws in over 30 years. The prior Nevada child support statutes in Chapter 125B of the Nevada Revised Statutes were entirely replaced by administrative regulations set out as Chapter 425 of the Nevada Administrative Code, which may be reviewed at <https://www.leg.state.nv.us/NAC/NAC-425.html>.

Those regulations, and the case law, govern who has an obligation, how long the obligation lasts, what the obligation is, when and how the obligation may be modified, and limited issues regarding collection of the obligation.

Basically, all parents have a duty to support their children, regardless of marital status. The duty of support continues until 18 (or 19, if the child is still in high school). The obligation could extend indefinitely for a handicapped child.

Nevada Child Support Formula

The math involved in the new calculations is more complicated than in the prior child support statutes. Instead of the simple percentages-per-child with statutory presumptive maximums, the new regulations require a varying percentage of gross monthly income on the first \$6,000 of income, depending on the number of children, a lower percentage on the next \$4,000, and a still-lower percentage for income exceeding \$10,000 per month.

The new regulations eliminated both the prior statutory presumptive maximum (sometimes called “the cap”) and the prior \$100 statutory presumptive minimum. Now, on the low end of incomes, instead of a presumptive \$100 per month, the regulations adopt reference to the federal poverty tables, which change annually. There is no presumptive maximum.

In the 1998 *Wright v. Osburn* case, the Nevada Supreme Court held that in 50/50 joint custody cases, child support would offset, so that the parent with the higher income would pay support to the parent with the lower income. In 2003, in *Wesley v. Foster*, the Court clarified that the offset should take place before, not after, application of the statutory presumptive maximums. And in the 2009 *Rivero v. Rivero* case, the Court extended that offset calculation to all “joint custody” cases, which it defined as all cases in which the parents share custody 60/40 or closer.

Where there is joint custody of one or more children, the existing “offset” method is used in the new regulations. Where there is a mix of primary custody and joint custody, each parent’s obligation to the other is separately calculated and then offset.

The commission has work to do in future years. For example, where alimony paid or received fits into the calculations is unclear. The existing regulations also say nothing about multiple family situations, which some people term “serial parents” – situations where a person might have children in common with two or more other parents.

For some ideas of how to address serial parent situations, see Legal Note Vol. 32 – How to Calculate Child Support with Multiple Families, posted at <https://www.willicklawgroup.com/vol-32-how-to-calculate-child-support-with-multiple-families/>.

Free Tools to Calculate Child Support Under the Regulations

As part of our work creating the full MLAW Child Support program, we developed a dynamic estimator under the regulations – its free, and posted on the main landing page of www.willicklawgroup.com under the heading “New Child Support Regulations Interactive Graph: Click here to learn more.”

It allows anyone to get a quick view of support across a range of numbers of children and income levels in a couple seconds, and takes into account the poverty-level alterations for low income cases.

The full MLAW Child Support program is designed in question-and-answer format, to take into account the split custody situations and do automatic calculations of the offsets, taking into account the poverty guidelines on the low end, and do the math for medical and child care costs. It takes only moments to enter all required information.

We have donated it to public use, and made it available on line to anyone, from any device, in all Nevada self-help centers, the law libraries, and the courtrooms (at least in Clark County) so even *pro se* litigants can quickly and correctly calculate support under the new regulations.

You can get to the program at Willick Law Group Child Support Calculator. It has been added to the landing page for the WLG and QDRO Masters web sites, and is an option for anyone logging into the home page of MLAW as well. Results can be printed to take to court.

The program will be tweaked as the regulations are altered, as we have been told they will be, for example to provide better methodology for dealing with alimony in child support calculations, and other complications.

Details on How the New Regulations Calculate Support Obligations

Replacing the prior statutes' "total amount of income" language, the regulations try to define "gross monthly income" (GMI) with greater specificity. GMI expressly *does* include:

1. Salary and wages, including, without limitation, money earned from overtime pay if such overtime pay is substantial, consistent and can be accurately determined.
2. Interest and investment income not including the principal.
- * 3. Social Security disability and old-age insurance benefits under Federal law.
4. Any periodic payment from a pension, retirement plan or annuity that is considered "remuneration for employment."
5. Net proceeds resulting from workers' compensation or other personal injury awards intended to replace income.
6. Unemployment insurance.
7. Income continuation benefits.
8. Voluntary contributions to a deferred compensation plan, employee contributions to an employee benefit or profit-sharing plan, and voluntary employee contributions to any pension or retirement account, regardless of whether the account provides for tax deferral or avoidance.
9. Military allowances and veterans' benefits.
10. Compensation for lost wages.
11. Undistributed income of a business entity in which a party has an ownership interest sufficient to individually exercise control over or access the earnings of the business, unless the income is included as an asset for the purposes of imputing income pursuant to a separate section of the proposed guidelines.

The regulations further define what is included:

- a. "Undistributed income" means federal taxable income of a business entity plus depreciation claimed on the entity's federal income tax return less a reasonable allowance for economic depreciation.

b. A "reasonable allowance for economic depreciation" means the amount of depreciation on assets computed using the straight-line method and useful lives as determined under federal income tax laws and regulations.

12. Child care subsidy payments if a party is a child care provider.

13. Alimony.

14. All other income of a party, regardless of whether such income is taxable.

GMI under the new guidelines expressly does *not* include:

1. Child support received.

2. Foster care or kinship care payments.

3. Benefits received under the federal Supplemental Nutrition Assistance Program.

4. Cash benefits paid by a country.

5. Supplemental security income benefits and state supplemental payments.

6. Except as otherwise provided in the guidelines, payments made for social services or any other public assistance benefits.

7. Compensation for losses, including, without limitation, both general and special damages, from personal injury awards not intended to replace income.

Other Notable Changes from Prior Nevada Child Support Law

Voluntary unemployment or underemployment no longer needs to be proven to be "for the purpose of avoiding child support" to result in imputation of income for the obligor parent. Imputed support now explicitly looks to the assets of the obligor, along with other factors.

The 10% penalty provision has been prospectively eliminated. Interest at the legal rate continues to accrue on all child support that is due but unpaid.

Courts are now required to "consider" the reasonable costs of child care paid by either or both parties and make an equitable division of those costs.

Each court is required to require that "medical support," including the cost of insurance, be provided, but there is no specified requirement for how to divide that cost between parents."

Time will tell as to what some of the undefined terms mean.

The prior "deviation factors" have been shortened, eliminating the prior included considerations for cost of pregnancy, amount of time spent with the child, the child's age, and medical insurance and care expenses, which are now provided for separately.

There is now mandatory process for stipulating to child support outside of the numbers that would be provided by the regulations.

Incarceration of a parent may for 6 months or longer is not be treated as "voluntary unemployment."

If an order of support for multiple children does not break out the "per child" sum, it continues even after one of the children emancipates until a motion or stipulation is filed.

Other Statutory and Case Law Requirements for Child Support Orders

Apparently, as a matter of public policy, child support may not be made non-modifiable, regardless of the agreement of the parties to make it so, as the Nevada Supreme Court held in *Fernandez v. Fernandez*.

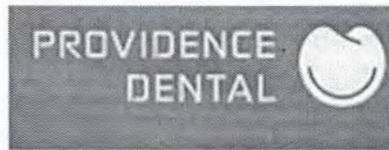
Where the parents are separated, and only one of them has been providing for the child, it is possible to obtain an order for up to four years' back support. Once a support award has been established, however, amounts that have accrued are generally not retroactively modifiable.

Statutory interest, and certain penalties, accrue on child support that is due but unpaid. Mr. Willick developed the software (known as the "Marshal Law Judgment and Interest Calculator," or "MLaw") that is in use throughout this state that calculates the amount of interest and penalties due on unpaid child support. That software is (of course) used in all child support arrearage cases handled by this office, and is available for use at the Clark County self-help center as well. More detail can be found on our [Interest & Penalties](#) page

A special statute called the "Uniform Interstate Family Support Act," or "UIFSA," governs the establishment and enforcement of child support orders when the parents live in different States.

WILLICK LAW GROUP has extensive experience in child support cases. Mr. Willick chaired the State Bar of Nevada Committee that reviewed Nevada's child support laws in 1992 and 1996, and several attorneys of the firm have written and lectured on the subject.

- [Tax-free Equivalency Calculator](#)
- [Rivero v. Rivero](#) (defining legal and physical custody and how child support varies with custody)
- [Percentage of Custodial Time in Typical Custody Schedules](#)
- [Worksheet A – Primary Physical Custody Child Support Calculation Worksheet](#); you will need to print the Presumptive Maximum chart below before filing out this worksheet.
- [Worksheet B – Joint Physical Custody Support Calculation Worksheet](#); you will need to print the Presumptive Maximum chart below before filing out this worksheet.
- [Presumptive Maximum Amounts Adjusted for July 1, 2019 to June 30, 2020](#)
- [Presumptive Maximum Amounts Adjusted for July 1, 2018 to June 30, 2019](#)
- [Child Support by Hourly Wage 2018-2019 Spreadsheet](#)
- [Presumptive Maximum Amounts Adjusted for July 1, 2017 to June 30, 2018](#)
- [Child Support by Hourly Wage 2017-2018 Spreadsheet](#)
- [Presumptive Maximum Amounts Adjusted for July 1, 2016 to June 30, 2017](#)
- [Child Support by Hourly Wage 2016-2017 Spreadsheet](#)



To Whom it May Concern –

09/29/2021

Providence Dental: (located at 7181 N. Hualapai Way Suite #105, Las Vegas, NV 89166), has relocated their pediatric practice to a new location (located at 9800 W. Skye Canyon Parkway Suite #120 called Go Kids Dental). This change in physical location occurred in April of 2021. Since this date, Providence Dental has had to cancel any pediatric appointment that was scheduled for this office due to no longer having a pediatric dentist. We did notify families of pediatric patients of the office relocating via emails, letters, and phone calls.

As our records indicate –

Luis Arevalo (DOB - 08/28/2009) was scheduled for a dental checkup and cleaning on June 4th of 2021, but this appointment was cancelled by Providence Dental due to the office no longer practicing pediatrics. This appointment for Luis was originally scheduled in June of 2020. As of 09/29/2021 Jesus Arevalo has been made aware of the new office location, and phone number.

Please feel free to contact our office with any further questions.

Providence Dental
7181 N. Hualapai Way, Suite 105
Las Vegas, NV 89166

Message Report

Generated: 10/08/2021 at 07:40 PM by Jesus Arevalo

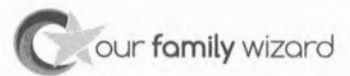
Number of messages: 1

Timezone: America/Los_Angeles

Parents: Jesus Arevalo, Catherine Delao

Child(ren): Louie Arevalo

Third Party:



OurFamilyWizard, LLC.
230 13th Avenue NE, Minneapolis, MN 55413
ourfamilywizard.com
info@ourfamilywizard.com
(866) 755-9991

Message 1 of 1

Sent: 03/25/2020 at 08:43 AM
From: Catherine Delao
To: Jesus Arevalo (First Viewed: 03/30/2020 at 07:53 AM)
Subject: Louie - Pediatrician 03/2020

Louie had an appointment with his pediatrician yesterday for a referral to have him tested for dyslexia. The pediatrician office then informed me that you have not listed a PCP on your insurance. They cannot send a referral without the PCP being complete. Please complete the PCP & let them know so they can send out the referral. They did find a psychiatrist in your network.

The well check visit was the \$25.00 co-pay.

Please send me the EOB when you get it so I can pay my share of the visit.

?

No receipt ???

Message Report

Generated: 10/08/2021 at 07:37 PM by Jesus Arevalo

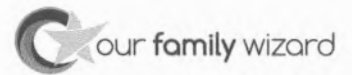
Number of messages: 1

Timezone: America/Los_Angeles

Parents: Jesus Arevalo, Catherine Delao

Child(ren): Louie Arevalo

Third Party:



OurFamilyWizard, LLC.
230 13th Avenue NE, Minneapolis, MN 55413
ourfamilywizard.com
info@ourfamilywizard.com
(866) 755-9991

Message 1 of 1

Sent: 03/25/2020 at 08:39 AM
From: Catherine Delao
To: Jesus Arevalo (*First Viewed: 03/30/2020 at 07:53 AM*)
Subject: Louie's Eye Appointment

As you know, Louie went to the optometrist.

Total cost for his visit & glasses was \$115.00. You will see it on your EOB.

His prescription changed slightly, and since he told me he had lost his glasses, I went ahead & got him a new pair. Louie then told me he found his original glasses at your house.

No receipt ??
EYE DR.

Message Report



Generated: 10/08/2021 at 08:16 PM by Jesus Arevalo

Number of messages: 1

Timezone: America/Los_Angeles

Parents: Jesus Arevalo, Catherine Delao

Child(ren): Louie Arevalo

Third Party:

OurFamilyWizard, LLC.
230 13th Avenue NE, Minneapolis, MN 55413
ourfamilywizard.com
info@ourfamilywizard.com
(866) 755-9991

Message 1 of 1

Sent: 05/19/2020 at 02:11 PM
From: Catherine Delao
To: Jesus Arevalo (First Viewed: 05/19/2020 at 02:17 PM)
Subject: Louie Health Insurance
Attachments: I03.24.20_-_Louie_Dr_Visit.pdf (2 MB)

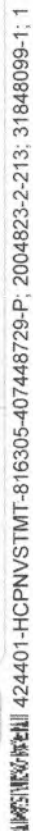
I received a call from Louie's pediatrician regarding Louie's appointment for tomorrow morning at 10:00 am in regards to his behavioral issues.

I just want you to know, Louie has already had this appointment in March so we could get a referral for him to be tested for dyslexia. As of right now, I have the referral & everything is set up for Louie to go get tested. We are just waiting on you to provide the health insurance information. I have attached a copy of the bill as proof. (Your half of the bill is \$44.08.) If this is what you are taking Louie in for, please consider canceling this appointment because he has already had this appointment & it will be a waste of money.

Please have an insurance card for me (so I have my own personal "Louie Insurance Card" as you are court ordered to provide for me, & it must be an actual card, not a copy of the card) tomorrow when you come to pick up Louie for the exchange.

No receipt & outside
30/30 rule.

I'm in collections
on this bill.



No our family wizard
on this next bill.

8/18/20

9/29/20

10/27/20

11/05/20

No receipts from
Catherine. I got
stuck with bill because
it fell outside 30/30 rule.
\$ 270.86

IN COLLECTIONS

Bill Summary



Online:
<https://imhcares.ixt.com>



Mail:
View pay stub below



Phone:
1-833-862-1400

Total Charges Submitted	\$837.00
Amount You Saved - Total Insurance Payments	\$247.46
Total Adjustments	\$318.68
Patients Payments	\$0.00
Amount Owed	\$270.86
Payment Due	01/27/2021

Did you know you can pay online? <https://imhcares.ixt.com>

Page 1 of 4

Invoice Number: 72014582

DATE	SERVICE DETAILS	CHARGES AMOUNTS	ADJUSTMENTS OR AMOUNTS PAID BY YOUR INSURANCE	AMOUNT YOU PAID	PATIENT BALANCE
08/18/20	PROFESSIONAL VISIT	\$152.00			
11/05/20	NV MULTIPLAN PHCS PAYMENT		\$0.00		
	Contractual Adjustment			\$84.43	
					\$67.57

MESSAGE: Our records indicate you have not responded to our previous statement. If payment already sent, please disregard this message. Please remit payment or contact the Billing Division if you have questions. Thank you. Office Hours: 8:00 am to 3:30 pm PST Monday thru Friday Pay your bill on-line at www.hcpnv.com, Patient Resources and select "Make a Payment".

424923-HCPNVSTMT2-979016-455690136-P; 2355816-1-689; 32596951-2; 1

TO ENSURE PROPER CREDIT, DETACH AND RETURN PORTION BELOW IN THE ENCLOSED ENVELOPE.



PO BOX 3475
Toledo, OH 43607-0475
RETURN SERVICE REQUESTED



SEE REVERSE SIDE FOR IMPORTANT INFORMATION

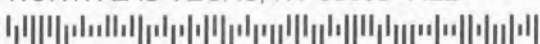
FOR CREDIT CARD PAYMENT, PLEASE FILL OUT BELOW.

850077 (PC2)

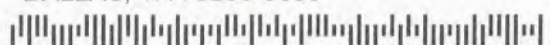


003118
0202

JESUS LUIS AREVALO
4055 BOX CANYON FALLS AVE
NORTH LAS VEGAS, NV 89085-4422



INTERMOUNTAIN HEALTHCARE
Mailstop: 18068982
PO BOX 660535
DALLAS, TX 75266-0535



VOLUME II

RA000356

VOLUME II RA000356

Billing Details

Page 3 of 4

CONTINUED

Patient: LUIS AREVALO

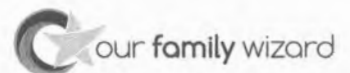
Provide: NAIMAN MD

Invoice Number: 72337488

DATE	SERVICE DETAILS	CHARGES AMOUNTS	ADJUSTMENTS OR AMOUNTS PAID BY YOUR INSURANCE	AMOUNT YOU PAID	PATIENT BALANCE
09/29/20	PROFESSIONAL VISIT	\$218.00			
09/29/20	INJECTION ADMINISTRATION	\$70.00			
09/29/20	INJECTION ADMINISTRATION	\$54.00			
09/29/20	IMMUNIZATIONS	\$65.00			
09/29/20	IMMUNIZATIONS	\$278.00			
10/27/20	NV MULTIPLAN PHCS PAYMENT		\$247.46		
	Contractual Adjustment			\$234.25	
					\$203.29
Total :					\$270.86


 003118
0102

Message Report



Generated: 10/08/2021 at 11:30 PM by Jesus Arevalo

Number of messages: 1

Timezone: America/Los_Angeles

Parents: Jesus Arevalo, Catherine Delao

Child(ren): Louie Arevalo

Third Party:

OurFamilyWizard, LLC.
230 13th Avenue NE, Minneapolis, MN 55413
ourfamilywizard.com
info@ourfamilywizard.com
(866) 755-9991

Message 1 of 1

Sent: 02/22/2021 at 06:24 PM
From: Catherine Delao
To: Jesus Arevalo (First Viewed: 02/22/2021 at 09:07 PM)
Subject: Re: Paperwork

I asked Louie to call you to see if you were home so I could give you some paperwork. You said no you were not going to be home.

On 02/22/2021 at 06:18 PM, Jesus Arevalo wrote:

To: Catherine Delao (First Viewed: 02/22/2021 at 06:20 PM)
Subject: Paperwork

You know better. After all the times you tell me not to use Louie as a go between. You should have sent me a Wizard and discussed with me what it was. If it has to do with school or an actively for Louie. His text would have said. Louie told me verbally it paperwork from you. So what is it? If it's legal paperwork? Use a process server. I'm sure your many attorneys you are paying for can assist you. If it has to do with Louie and school? More than happy to receive it. Also how dare you tell our son to hang up on his father. I have never done that to you and never would. You are pure evil and your Judgement day for your actions are approaching sooner than later.

Incident of
Catherine assaulting
my wife during
a child exchange.

Message Report

Generated: 10/08/2021 at 11:34 PM by Jesus Arevalo

Number of messages: 1

Timezone: America/Los_Angeles

Parents: Jesus Arevalo, Catherine Delao

Child(ren): Louie Arevalo

Third Party:



OurFamilyWizard, LLC.
230 13th Avenue NE, Minneapolis, MN 55413
ourfamilywizard.com
info@ourfamilywizard.com
(866) 755-9991

L V M P D

Event # 210200107017

Message 1 of 1

Sent: 02/24/2021 at 10:54 AM
From: Jesus Arevalo
To: Catherine Delao (First Viewed: 02/24/2021 at 10:55 AM)
Subject: Re: Today's Exchange

You caused all the issues this morning. Per your request in court, spouses are allowed to do the exchanges for us, with our child. That is the ONLY reason Veronica was there this morning.

You proceeded to walk out at 8:00 am, without Louie carrying a large orange manila envelope. Which had the appearance of legal paperwork. Veronica tried to wave you off and tell you nicely she cannot accept legal paperwork on my behalf. You proceeded to forcefully shove the legal sized envelope through a small opening in a rear driver side window of her vehicle. When Veronica delivered it back to you. You again walked over to the vehicle, lifting up the windshield wiper and placing the envelope under it. Veronica had to decline and give it back to you a second time. When you did not get your way. You refused to do the child exchange. Loaded Louie up in your vehicle and speed off?

Me and you had this conversation two days ago when you used Louie's cell to text me and ask if I was home so you could drop off "paperwork". I called you back, I asked what type of paperwork it was? You refused to tell me what it was? You got angry and made Louie hang up on me.

I then sent you a message through Our Family Wizard. That message was also two days ago. I again asked what type of paperwork it was? Explained to you I would except anything that had to do with Louie other than legal paperwork pertaining to the legal issues we are in court over. According to Our Family Wizard, you read the message but did NOT respond.

If it was the dyslexia testing results from 7 moths ago, you just scanned and emailed? You could have simple said so and I would have excepted them. Since it has to do with education, you could have also put them in his backpack.

You handled things all wrong. From start to finish. Next time be an adult and communicate with me through family Wizard.

On 02/24/2021 at 08:07 AM, Catherine Delao wrote:

To: Jesus Arevalo (First Viewed: 02/24/2021 at 08:22 AM)
Marshal Willick
Subject: Today's Exchange

Your wife came to pick up louie. She is being irrational & verbally abusive. I don't want her at my house. You can pick louie up at McDonald's, our exchange site.

Message Report

Generated: 10/08/2021 at 11:49 PM by Jesus Arevalo

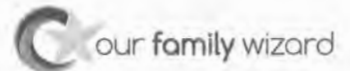
Number of messages: 1

Timezone: America/Los_Angeles

Parents: Jesus Arevalo, Catherine Delao

Child(ren): Louie Arevalo

Third Party:



OurFamilyWizard, LLC.
230 13th Avenue NE, Minneapolis, MN 55413
ourfamilywizard.com
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(866) 755-9991

Message 1 of 1

Sent: 05/12/2021 at 09:54 AM
From: Jesus Arevalo
To: Catherine Delao (*First Viewed: 05/12/2021 at 12:22 PM*)
Subject: Re: Louie's discipline

Everything matches up except you grabbing him by the front of the neck. So now you are saying that Louie for absolutely no reason what so ever is lying to me about what happened? Louie is not a liar or behavioral problem in school , here or anywhere else? Not to mention he gets good grades with all the stress of on line and part time in person due to Covid. Not to mention the stress of you sitting there and watching him over his shoulder while he's doing online school or homework and making him redo assignments when you are not satisfied with his grade and effort.

I have never told him to be disrespectful to you or talk back. In my household if he has a question about something me or my wife has told him or instructed him to do? Louie is allowed to ask questions and let us know how he feels and why, in a respectful manner. We also do not count him being upset as disrespectful.

A lot of this can be and would be avoided if you would keep communication open with me about Louie. I've sent you several emails asking to due so and you have refused. So the fact that he doesn't have a father figure at your house is your fault. You could easily call me when ever you have an issue with him and have me talk to him and set him straight. I remember when we use to do that and how effective it was. I do not agree with Louie disrespecting you, me or my wife.

Be careful about reaching out to other men that are NOT his father and NOT your boyfriend or husband. It will send Louie the wrong message. He still misses Steve and was not excited about his last camping/hiking trip because it reminded him Steve is gone. Not to mention other men that you are just friends with can also be wolves in sheep's clothing.

So I will extend my hand again as always. If you want to communicate strictly about Louie when it comes to his behavior, school or other issues? I'm always here. Also you need to either get a land line, give Louie access to his cell or unblock me from yours. I'm allowed reasonable phone contact with Louie, per our divorce decree.

On 05/12/2021 at 09:20 AM, Catherine Delao wrote:

To: Jesus Arevalo (*First Viewed: 05/12/2021 at 09:32 AM*)
Subject: Re: Louie's discipline

After being told not to, my son was being disrespectful, again. So I went to his room, grabbed him by the shoulder, spun him around to spank him. He put his hands in front of his butt so basically I smacked his hands. I'm pretty sure you know when you wrestle with him his thing is to drop to the floor to get away. He went to do that & I didn't catch him, I just let him fall.

I told him he had never spoken to his Dad like that nor does he speak to his father like that so I don't understand why he thinks it's ok to speak to me like that. I told him I wasn't going to tolerate it anymore. He was restricted to his room for the rest of the night.

I don't have a father figure in my home anymore. It's just me. And because Louie's father keeps telling him he doesn't have to listen to his mother, my son has severe behavioral problems at my house. He has been grounded for practically the entire month of May yet nothing seems

to be deterring him from his disrespectful behavior. I am reaching out to other fathers & strong male figures in Louie's life to help show him how to be a man, because a mom cannot show her son how to be a man.

On 05/12/2021 at 08:21 AM, Jesus Arevalo wrote:

To: Catherine Delao (*First Viewed: 05/12/2021 at 09:02 AM*)

Subject: Louie's discipline

I would like to know your side of the story? Yesterday Louis said he responded to you and said what? He said you got angry ran up to him grabbed him around the front of his neck and tried to spank him and when you couldn't spank him you threw them to the ground and started yelling at him? I would like your side of the story and a full explanation?

Message Report

Generated: 10/08/2021 at 11:46 PM by Jesus Arevalo

Number of messages: 1

Timezone: America/Los_Angeles

Parents: Jesus Arevalo, Catherine Delao

Child(ren): Louie Arevalo

Third Party:



OurFamilyWizard, LLC.
230 13th Avenue NE, Minneapolis, MN 55413
ourfamilywizard.com
info@ourfamilywizard.com
(866) 755-9991

Message 1 of 1

Sent: 05/13/2021 at 03:07 PM
From: Catherine Delao
To: Jesus Arevalo (First Viewed: 05/13/2021 at 03:09 PM)
Marshal Willick
Subject: Child Protective Services

You will stop at nothing to continue to harass me.

Before I got a visit from CPS today, I was trying to figure out what to do with Louie & his behavior problem. He has been on restriction at my house since April 19th. After a lot of debate & suggestions from all the people who have Louie & my best interest at heart, they suggested I let Louie stay with you for the rest of the month. This would not be a punishment for Louie. This would not be a reward for Louie. This will be an experience for Louie. I am not abandoning my son, I am trying to help him.

I want to make this perfectly clear. I am NOT giving up any of my parental rights. I am NOT giving up any of my custodial rights. We will continue to have joint legal & joint physical custody. This is a ONE-TIME arrangement.

This is also what I told CPS even before they told me you said Louie was "terrified" of me.

So just to be clear, you are going to keep Louie from May 14th through May 31st. I will pick up Louie at 8:00 am on June 1st. Then we will go back to our regular custody schedule.

I can't believe you turned our son on me but I can't say I'm surprised since you did the exact same thing to Mackenzie & her mom. And I'm already preparing myself for all the deliberate alienation you will be putting on Louie by the time he returns to my house.

CPS REPORT
FILED

Message Report



Generated: 10/09/2021 at 12:16 AM by Jesus Arevalo

Number of messages: 1

Timezone: America/Los_Angeles

Parents: Jesus Arevalo, Catherine Delao

Child(ren): Louie Arevalo

Third Party:

OurFamilyWizard, LLC.
230 13th Avenue NE, Minneapolis, MN 55413
ourfamilywizard.com
info@ourfamilywizard.com
(866) 755-9991

Message 1 of 1

Sent: 07/05/2021 at 08:28 AM
From: Jesus Arevalo
To: Catherine Delao (*First Viewed: Never*)
Subject: Re: 07/05/21 - Exchange

I am simply following your request and following the court order. Public exchanges were put in place because they are on camera and there are witnesses. Sorry I forgot my cell today.

Last exchange (Friday July 2 , 2021) you caused a scene by screaming inside the McDonald's for Louie to come on and hurry up. Then you screamed at me and told me I was going bald. You scared Louie and upset him. You also startled the employees. You also ripped the soda out of his hands while he was drinking and poured it out. Please do NOT take your anger out on our son anymore. It's abusive.

Today exchange (July 5 th, 2021) you opened the door to McDonald's and immediately start yelling at me? Scaring and upsetting our son again with your drama. Please stop get control of your anger. You are scaring and upsetting our son Louie with your actions. Thank you.

On 07/05/2021 at 07:56 AM, Catherine Delao wrote:

To: Jesus Arevalo (*First Viewed: 07/05/2021 at 08:16 AM*)
Subject: 07/05/21 - Exchange

Are you going to let me have Louie or are you still in love with me & need to see me some more?

Catherine causing more
scenes in front of our son.

Message Report

Generated: 10/09/2021 at 12:25 AM by Jesus Arevalo

Number of messages: 1

Timezone: America/Los_Angeles

Parents: Jesus Arevalo, Catherine Delao

Child(ren): Louie Arevalo

Third Party:



OurFamilyWizard, LLC.
230 13th Avenue NE, Minneapolis, MN 55413
ourfamilywizard.com
info@ourfamilywizard.com
(866) 755-9991

Message 1 of 1

Sent: 08/25/2021 at 05:25 PM
From: Jesus Arevalo
To: Catherine Delao (*First Viewed: Never*)
Subject: Re: Louie's assignment

You are being ridiculous. This is our son. He needs his PE clothes and home

On 08/25/2021 at 05:18 PM, Catherine Delao wrote:

To: Jesus Arevalo (*First Viewed: 08/25/2021 at 05:21 PM*)
Subject: Re: Louie's assignment

Duly noted

On 08/25/2021 at 05:16 PM, Jesus Arevalo wrote:

To: Catherine Delao (*First Viewed: 08/25/2021 at 05:17 PM*)
Subject: Louie's assignment

This is a very concerning. Louie is very responsible most of the time. However he is a young man and sometimes makes mistakes. Forgetting something once in a while is perfectly normal. Since you are the reason his assignment will not be turned in that is already late. I will email his teacher and let the teacher know how childish and angry you are and not allowing him to come to the house and pick up work he needs to turn in. I will also make sure to inform all his teachers and counselor of your childish nature and anger toward Louie not being able to come to your house and pick things up but he forgets when he's with his father. If you are really concerned about his grades. You are more than welcome to drop it off at my house later tonight as always

RA000364

Social Security Administration
Retirement, Survivors and Disability Insurance
Notice of Award

Western Program Service Center
P.O. Box 2000
Richmond, California 94802-1791
Date: May 18, 2020
BNC#: 20MS914D94180-E



0001243 00016024 2 MB 0.439 0514M3MCS5PN T110 P11



CATHERINE M DELAO
7661 N JONES BLVD
LAS VEGAS, NV 89131-2120

You are entitled to monthly mother's benefits beginning April 2020. You are also entitled to a Social Security payment of \$255.00 because of the death of STEVEN DELAO.

What We Will Pay And When

We pay Social Security benefits for a given month in the next month. For example, Social Security benefits for March are paid in April.

- You will receive \$2,385.00 around May 19, 2020.
- This is the money you are due for April 2020.
- Your next payment of \$2,130.00, which is for May 2020, will be received on or about the fourth Wednesday of June 2020.
- After that you will receive \$2,130.00 on or about the fourth Wednesday of each month.
- These and any future payments will go to the financial institution you selected. Please let us know if you change your mailing address, so we can send you letters directly.
- The day of the month you receive your payments depends on your date of birth.

Other Social Security Benefits

These benefits are the only benefits you can receive from us at this time. In the future, if you think you might qualify for another benefit from us, you will need to apply again.

Enclosure(s):
Pub 05-10077

C

See Next Page

SD.00221

VOLUME II

RA000365

Social Security Administration
Retirement, Survivors and Disability Insurance
Notice of Award

Western Program Service Center
P.O. Box 2000
Richmond, California 94802-1791
Date: May 18, 2020
BNC#: 20MS914D94180-C1



0000574 00014734 3 MB 0.439 0514M3MCS5PI T101 P10



CATHERINE DELAO FOR
LUIS JESUS AREVALO
7661 N JONES BLVD
LAS VEGAS, NV 89131-2120

LUIS J AREVALO is entitled to monthly child's benefits beginning April 2020.

We have chosen you to be his representative payee. Therefore, you will receive his checks and use the money for his needs.

What We Will Pay And When

We pay Social Security benefits for a given month in the next month. For example, Social Security benefits for March are paid in April.

- You will receive \$2,130.00 around May 19, 2020.
- This is the money LUIS is due for April 2020.
- LUIS J AREVALO's next payment of \$2,130.00, which is for May 2020, will be received on or about the fourth Wednesday of June 2020.
- After that you will receive \$2,130.00 on or about the fourth Wednesday of each month.
- These and any future payments will go to the financial institution you selected. Please let us know if you change your mailing address, so we can send you letters directly.
- The day of the month you receive STEVEN DELAO's payments depends on his date of birth.

Enclosure(s):
Pub 05-10077
Pub 05-10076

**Fidelity NetBenefits®**www.netbenefits.com**IBM Benefits Center – Provided by Fidelity**

866-937-0720

Deaf or Hard of Hearing Access

800-426-6537

International Access

Dial your country's toll-free AT&T Direct® access number, then enter 866-937-0720. In the U.S., call 800-331-1140 to obtain AT&T Direct access numbers. From anywhere in the world, access numbers are available from your local operator or online at www.att.com/traveler.

Catherine M Delao
7661 North Jones Blvd
Las Vegas, NV 89131

May 20, 2020

Re: Steven Delao, IBM Benefits
IBM Serial: 323476

Dear Mrs Delao:

Please accept my sincere condolences on behalf of the IBM Corporation to you and your family on the recent loss of your husband, Steven.

I know there are many things for you to consider at this time, and I am writing to make you aware of the benefits available to you. Please review the enclosed IBM Benefits Statement and the package containing important additional information. If you have any questions regarding this information or you are unable to provide any of the requested information, please contact me at the IBM Survivor Services Unit at 1-877-208-0800; and enter extension "20617". When returning correspondence to the IBM Benefits Center – Provided by Fidelity, please include one of the enclosed Return Mail Cover Sheets. Please either use the enclosed return envelope to return correspondence or if using your envelope, please use the address below.

Sincerely,

Daniel Engracia
IBM Benefits Center – Provided by Fidelity
PO Box 770003
Cincinnati OH 45277-0072

SA

Enclosures

- Direct Deposit and Tax Forms - Qualified Pension Benefit
- Beneficiary Information Sheet
- Additional Information Packet 3
- Additional Information Packet 5
- Return Envelope 1.805541.101

IBM BENEFITS STATEMENT

Employee Name: Steven Delao
IBM Serial Number: 323476

* IBM 401(k) Plus Plan

As Steven's spouse, you are the beneficiary for the IBM 401(k) Plus Plan (the "401(k) Plan"). The balance of this account, as of May 19, 2020, was \$51,937.87. The account balance changes daily based on the investment gains and losses of the investment options chosen by the participant. The account balance will remain invested in the current investment options until you change the investment allocation after a beneficiary account is established.

Once the 401(k) Plan receives all documents required to verify the beneficiary, a separate account will be established for you under the 401(k) Plan. The beneficiary account initially will be invested in the same investment options that the participant had chosen prior to his death. Once the account is established, you will receive a letter from the 401(k) Plan with instructions on how to access the beneficiary account. At that time, the beneficiaries will be able to manage their own accounts, including making investment allocation changes and requesting a distribution from the 401(k) Plan. Please be sure to review the brochure called Additional Information about Your IBM Benefits to understand what your options are under the 401(k) Plan.

In order for the beneficiary account to be established, you must submit:

- A certified copy of Steven's death certificate, indicating the manner of death
- A photocopy of your marriage certificate.

A portion of this balance, \$9,509.13, is invested in the IBM Stock Fund. If you take a distribution of your beneficiary account, you may elect to receive any IBM Stock Fund balance as cash or in shares of IBM stock. You should contact your personal tax advisor before making a decision about this, or any other aspect of the 401(k) Plan benefit that you have inherited.

* Pension Payments

Steven received a monthly pension benefit from IBM. The last pension benefit payable should have been the April 1, 2020 payment. Please be aware that any pension benefits received after that date are considered overpayments and must be returned or reimbursed to IBM's pension plan. If the pension payments were electronically deposited, IBM will attempt to retrieve these funds electronically. Please allow up to 90 days for completion of electronic payment retrievals. You will receive further notification if any amount is due to the plan.

Joint and Survivor Benefits

At retirement, Steven elected the Joint and Survivor pension option. Therefore, you will receive \$1,082.69 per month effective May 1, 2020 and continuing for your lifetime. Please note that it can take four to six weeks before your first payment is issued.

Please review and complete the enclosed state and federal tax withholding forms as appropriate. If you have questions about completing these forms, please consult a tax advisor or financial consultant.

For your convenience, a Direct Deposit form is also enclosed. The Direct Deposit form does need to be completed by you even if you have a joint bank account with your spouse and wish to receive your benefit in the same account. IBM requires that all pension payments to beneficiaries be made via Direct Deposit. Please return the form as soon as possible. We will mail your pension check to your home address by the first banking day of the month until we receive and process your completed Direct Deposit form.



Health Benefits Coverage

You and your eligible dependents will have access to medical, dental and vision benefits, as determined by the terms of the plan in effect at the time of your spouse's death and as may be modified thereafter. Our records show that you are not currently enrolled in IBM benefits. You are eligible for the Future Health Account (FHA) and can use this account to help subsidize the monthly cost for your health care benefits. The balance of this account as of April 30, 2020 is \$33,714.96. If you would like to elect to use this account to subsidize your monthly premiums or change your coverage, you must contact the IBM Benefits Center – Provided by Fidelity at 1-866-937-0720, within 30 days of the date of this letter. Otherwise, you will not be able to do so until Annual Enrollment for 2021.

For more information on the FHA account, please contact the IBM Benefits Center – Provided by Fidelity at 1-866-937-0720, and request a FHA summary plan description.

June 4, 2020

09

Catherine M Delao
7661 N Jones Blvd
Las Vegas, NV 89131-2120

Re: Insured: Steven Delao
Company: State Farm Life Insurance Company
Policy(s): LF-3647-5152
Beneficiary: Catherine M Delao



Dear Catherine M Delao:

Please accept our deepest sympathy in this time of sorrow.

Payment information is enclosed and should be kept with your records.

A State Farm Benefit Management Account has been established for you. A page of starter drafts, an accountholder certificate, and a beneficiary designation form are enclosed. If you have not previously selected a beneficiary for your account, you will need to complete the Beneficiary Designation Form and submit it to the address on the form as soon as possible. If you previously selected a beneficiary for your account, the form may be used to make changes to your beneficiary designation in the future. A personalized draft book will be sent by regular mail.

If you have any questions, please contact Chris Lopez at 702-870-3663. To be connected directly to claims, you may call (877) 292-0398.

Sincerely,

State Farm Life Claims

Enclosure(s)

Explanation of Benefits for Policy LF-3647-5152

Date: 6/4/2020
Insured: Steven Delao
Company: State Farm Life Insurance Company
Beneficiary: Catherine M Delao
Beneficiary Address: 7661 N Jones Blvd
Las Vegas, NV 89131-2120

Benefits Available

Life Policy Face Amount: \$200,000.00

Additions:

Premium Refunded: \$119.57

Total Additions: \$119.57

Total Benefits Available: \$200,119.57

Interest:

Daily Interest at 2% from Date of Death on Total Benefit Available: \$423.87

Total Benefits Payable to Catherine M Delao: \$200,543.44

Placing in a State Farm Benefit Management Account

The current annual interest rate is subject to change.

\$200,543.44



STATE FARM LIFE INSURANCE COMPANY
Bloomington, Illinois

ACKNOWLEDGMENT I have received the Notices and the Acknowledgment and Authorization wording.

AUTHORIZATION I authorize any source having information about me or my children to give to State Farm Life Insurance Company, its contractors, reinsurers, or its representatives all information available within the last ten (10) years as to health history, diagnosis, treatment or prognosis with respect to any physical or mental condition and non-medical information including, but not limited to, employment history, income, and other insurance coverage. "Source" includes any doctor, hospital, clinic, U.S. Veteran's Administration (VA) Hospital, mental health facility, or any other medically related facility, insurance company, consumer reporting agency and MIB (Medical Information Bureau). Any information obtained will be used to determine eligibility for insurance. This information may also be released to State Farm Mutual Automobile Insurance Company and its affiliates, their contractors, reinsurers, representatives, other insurance companies, for their use in connection with insurance transactions, or as required by law. This information may also be released to MIB, however, no MIB information will be released to a consumer reporting agency. MIB is a non-profit membership exchange assisting in the prevention of fraud. Information obtained pursuant to this Authorization may later be redisclosed and may not be protected under the Health Insurance Portability and Accountability Act of 1996. However, other applicable state law and protections will still apply.

I understand I may revoke this Authorization by providing written revocation to State Farm Life Insurance Company except to the extent that State Farm Life Insurance Company has taken action in reliance on this Authorization. Revoking this Authorization will result in this application being declined.

I understand I may refuse to sign this Authorization. However, doing so will result in this application being declined.

This Authorization is valid for two (2) years from the date of signature and a photocopy is as valid as the original. I understand my authorized representative or I have the right to receive a copy of this Authorization.

Date

Signed

04/17/2007

Signature of

Proposed Insured 1X

(Signature of parent or guardian if juvenile application)

Signature of

Proposed Insured 2X

Maiden or
Former NameMaiden or
Former Name

106441

(Life & VUL)

12-16-2003



Re: Steven Delao

CERTIFICATION OF CUSTODIAN

I am an authorized Custodian of Records for the Metropolitan Life Insurance Company, and I am qualified to certify the enclosed records.

I hereby certify and say that based upon personal knowledge or upon information and belief:

The records produced with this certification were prepared by authorized personnel at or near the time of the events or matters set forth therein, made in the ordinary course of business as a regular practice and kept and maintained in the ordinary course of business.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on: February 17, 2021

Devanshi Mishra

Devanshi Mishra
Custodian of Records, MetLife

DELAO00914

Claim Payment Overview List

END OF PAYMENTS LIST

Insured Name: STEVEN DELAO

Claim Number: 22004013956

Insured SSN: [REDACTED]

Customer Name: LOOMIS

Employee ID:

Dependent Name:

M&A Number:

Team Code: G

Special Handling Required?: YES

Claim Status: CLOSED

Feed From: Metlink

Coverage	Benefit Amount	Status	Amount Paid	Interest Amount	Paid Date	Balance	Coverage#
Basic Life - 9011	\$35,000.00	A	\$35,000.00	\$3.36	05/22/2020	\$0.00	01

Payee Name	Payment Amount	Status	Benefit Amount	Interest Amount	Payment Method	Paid Date	Approver Name	Payment Mailed To
<input type="checkbox"/> CATHERINE M DELAO	\$20,601.48	P	\$20,599.50	\$1.98	Total Control Account	05/22/2020	Breanna Talerico	BEN
<input type="checkbox"/> CLAIMCHECK	\$14,401.88	P	\$14,400.50	\$1.38	Check	05/22/2020	Breanna Talerico	ASG

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☒ Electronic mail (Through Odyssey, the Courts efilng/eserve program)

☐ U.S. Mail, postage prepaid

☐ Hand Delivery

☐ Facsimile Transmission

☐ Certified Mail, Receipt No. _____, return receipt requested.

/S/ Jesus Luis Arevalo
PERSON SERVING

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

JESUS LUIS AREVALO
Plaintiff/Petitioner
v.
CATHERINE AREVALO
Defendant/Respondent

Case No. D-11-448514-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.

<input type="checkbox"/> \$25	The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
-OR-	
<input checked="" type="checkbox"/> \$0	The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
<input type="checkbox"/>	The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
<input type="checkbox"/>	The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
<input type="checkbox"/>	The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
<input checked="" type="checkbox"/>	Other Excluded Motion (must specify) <u>Responding to Contempt</u> .

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

<input checked="" type="checkbox"/> \$0	The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
<input type="checkbox"/>	The Motion/Opposition is being filed in a case that was not initiated by joint petition.
<input type="checkbox"/>	The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
-OR-	
<input type="checkbox"/> \$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-	
<input type="checkbox"/> \$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.

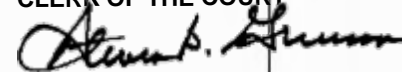
The total filing fee for the motion/opposition I am filing with this form is:	
<input checked="" type="checkbox"/> \$0	<input type="checkbox"/> \$25 <input type="checkbox"/> \$57 <input type="checkbox"/> \$82 <input type="checkbox"/> \$129 <input type="checkbox"/> \$154

Party filing Motion/Opposition: Plaintiff Date 10/11/2021

Signature of Party or Preparer /S/ Jesus Luis Arevalo

21

21



JESUS LUIS AREVALO
6935 Aliante Pkwy Suite 104, #286
N. Las Vegas, NV 89084
(702) 813-1829
Plaintiff in Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JESUS LUIS AREVALO,
Plaintiff,

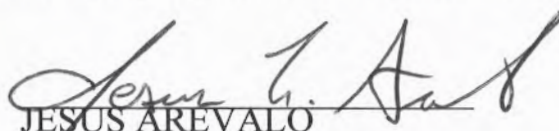
Case No. D-11-448514 - D
Dept No. E

vs.

CATHERINE AREVALO,
Defendant.

PLAINTIFF'S SUPPLEMENTAL EXHIBIT
(PERS PENSION DETERMINATION BY CPA)

1. PERS Pension Division by CPA PROFESSIONAL CORPORATION
showing appropriate values of community property interest in PERS Pension



JESUS AREVALO
Plaintiff in Proper Person

MARK SHERMAN, CPA PROFESSIONAL CORPORATION
601 SOUTH RANCHO DRIVE
SUITE D32
LAS VEGAS, NEVADA 89106-4827

Phone: (702) 645-6318
Fax: (702) 645-1604

Member
American Institute of Certified Public Accountants
Nevada Society of Certified Public Accountants

October 12, 2021

Jesus Arevalo
6935 Aliante Pkwy Ste 104 #286
Las Vegas, NV 89101

Re: NV PERS Account & QDRO Benefits Calculation

Dear Mr. Arevalo,

The purpose of this letter is to communicate our findings to you after assessing the NV PERS account details, existing QDRO, and letters from NV PERS you provided to us.

Based on your retirement date of 10/17/2013, you were 6,876 days, or 18.84 years away from retirement. Using the 4% per year reduction for early retirement, you would have had a 75.35% ($18.84 \times 4\%$) reduction to your benefits, had you retired early on 10/17/13, rather than being deemed disabled. That would have reduced your monthly benefits from the \$2,750.70 you were awarded (per your final benefits verification sheet issued on 2/23/15) to \$677.95 (\$2,750.70 less a 75.35% reduction of \$2,072.75).

That being said, this leads us to assume \$677.95 of the \$2,750.70 monthly benefit you were awarded is for service, leaving \$2,072.75 of your monthly benefit being due to your disability determination.

Using \$677.95 as the monthly benefit for service, we recalculated the Alternate Payee's monthly benefit using the service credits and QDRO factors from the QDRO worksheet prepared on 9/28/2020 and arrived at the following figures:

Service Credit	11.71
Service During Marriage	3.8056
Ratio (credit/during marriage)	0.3250
Factor (50% of ratio)	0.1625
Monthly Benefit (service portion only)	677.95
PRI (per QDRO worksheet)	<u>255.93</u>
Total Monthly Benefits	933.88
Alternate Payee (total benefit x factor)	151.75
Retiree (remainder)	<u>782.13</u>
Total Monthly Benefits	933.88

Based on the figures above, we believe the Alternate Payee's benefit amount should be reduced to \$151.75 since your disability benefits are your sole and separate property.

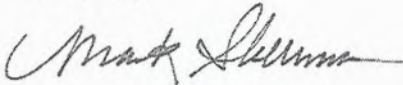
In addition, we used the following figures to calculate the community property value of the total retirement benefits earned during the marriage as follows:

Total Benefits Earned During Marriage	113,131.03
50% Community Property	56,565.51
Disability Portion (Sole & Separate Property)	42,622.11
Community Property	13,943.40

Through today, Catherine has received 12 payments of \$488.58, which totals \$5,862.96. So using the community property portion of benefits earned during the marriage of \$13,943.40, she would currently be owed a balance of \$8,080.44. With her new calculated payment of \$151.75 it would take approximately 54 months to pay that balance.

Feel free to contact our office should you have any other questions or concerns about the above calculation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mark Sherman".

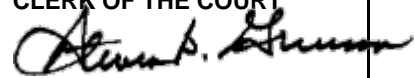
Mark Sherman CPA

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/S/ JESUS AREVALO
PERSON SERVING

22

22



ROPP
WILICK LAW GROUP
MARSHAL S. WILICK, ESQ.
Nevada Bar No. 2515
3591 E. Bonanza Road, Suite 200
Las Vegas, NV 89110-2101
Phone (702) 438-4100; Fax (702) 438-5311
email@willicklawgroup.com
Attorney for Defendant

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

JESUS LUIS AREVALO,

Plaintiff,

vs.

CATHERINE AREVALO,
N/K/A CATHERINE DELAO,

Defendant.

CASE NO: D-11-448514-D
E
DEPT. NO:

DATE OF HEARING: 11/3/2021
TIME OF HEARING: 10:00 A.M.

**REPLY TO “PLAINTIFF’S OPPOSITION TO DEFENDANT’S MOTION
FOR ORDER TO SHOW CAUSE WHY PLAINTIFF SHOULD NOT BE
HELD IN CONTEMPT OF COURT FOR FAILURE TO ABIDE BY THE
COURT’S JULY 30, 2021 ORDER AFTER REMAND; AN ORDER TO
COOPERATE IN OBTAINING A LIFE INSURANCE POLICY; AN
INDEMNIFICATION QDRO AND ATTORNEY’S FEES AND COSTS;
AND CLARIFICATIONS”**

**AND OPPOSITION TO “PLAINTIFF’S COUNTERMOTION TO
ESTABLISH STATUTORY CHILD SUPPORT AND CHILD SUPPORT
ARREARAGES DUE TO FRAUD; TO CONFIRM PLAINTIFF IS UNABLE
RATHER THAN UNWILLING TO OBTAIN LIFE INSURANCE; FOR
COURT TO ACCEPT CPS/ACTUARY FIGURES FOR DEFENDANT’S
COMMUNITY PROPERTY INTEREST IN PLAINTIFF’S PENSION;
AWARD OF ATTORNEY FEES PURSUANT TO MILLER V. WILFONG;
AND RELATED RELIEF”**

1 Catherine's most recent Financial Disclosure Form was filed on October 14,
2 2021.

3
4 **I. INTRODUCTION**

5 Jesus misapplies the law, does not do his due diligence and attempts to re-argue
6 numerous points that are *res judicata*. His filing is without support of a valid FDF
7 or any relevant citation to case law, statute, or rule. His *Opposition and*
8 *Countermotion* fails miserably on all points.

9 Lastly, Jesus' actions have once again turned dangerous and violent. He was
10 to be personally served with the *Order to Show Cause*. When the process server
11 arrived at his residence – a process server who was known to Jesus personally since
12 he has served Jesus on a number of occasions – Jesus threatened him with a hand
13 gun.¹

14 His actions are those of an individual with mental illness and the Court should
15 consider ordering Jesus to surrender his firearms for the safety of the community, and
16 instituting a procedure for future service of orders that does endanger the process
17 server.

18
19 **II. REPLY**

20 **A. Charter School**

21 This issue has been resolved by the Court after remand from the Court of
22 Appeals. At his request, Jesus was given a substantial continuance and the
23 opportunity to hire counsel and to present evidence to the Court via briefing and at
24 an evidentiary hearing held on July 21, 2021 – at which he had no counsel and
25 produced no evidence. Specifically this Court found:

26
27
28 ¹ See Exhibit A, statement from Allan Sandoval with Junes Legal Service, dated
October 13, 2021.

1 Plaintiff's Brief references the school choice issue. Plaintiff provides
2 conclusory statements, without evidence or support in his argument. He
3 referred to the chosen school as "the Charter School," without specific
4 reference to what charter school he wanted this Court to consider.
Plaintiff did reference that the child "is on the wait list at Somerset
Skypointe." During oral argument, Plaintiff confirmed that Somerset
Skypointe was the school he wanted the Court to consider.

5 Given the lack of evidence presented by Jesus, the Court made specific
6 findings in its *Order* stating that the child should remain at his present school. The
7 *Order* is now final and unappealable. As such, his current argument (at pages 3) is
8 irrelevant, in violation of *res judicata*, lacks support, and will not be further addressed
9 here.

10 11 **B. Nevada PERS QDRO**

12 The QDRO which awarded Catherine her share of Jesus' Nevada PERS
13 Pension was entered on August 25, 2020. On the same date, Jesus filed a Motion for
14 Stay of Financial Orders in the Supreme Court. In that Motion, he asked that the
15 Court prevent the Willick Law Group from preparing the QDRO and having it
16 entered. He did not argue that the QDRO language was incorrect, only that it should
17 be stayed due to the statute of limitations. The Supreme Court denied his Motion on
18 November 4, 2020.

19 By denying his *Motion* to stay the entry and enforcement of the QDRO, the
20 Supreme Court affirmed the entry of the QDRO.

21 It should be noted that Jesus never argued that any specific language of the
22 QDRO was inaccurate or otherwise wrong or that it would award Catherine anything
23 but her share of the Nevada PERS pension, or any other objection than his now long-
24 rejected statute of limitations argument in his appeal.

25 The Nevada Court of Appeals affirmed the entry of the QDRO and thus the
26 terms approved upon its entry. As such, the QDRO terms are now final and
27 unappealable.
28

1 In any event, Jesus' argument (at 3-6) fails in that he was given ample
2 opportunity to have an actuary perform an analysis of his pension back in 2020, but
3 he failed to hire one and provided nothing to the Court.

4 Jesus attempts to argue that "only an actuary" can do the calculation as to the
5 future value of the PERS pension. His alleged support is a rule from PERS that says
6 that *they* won't do that calculation. Neither it or anything else says anyone must use
7 an actuary for basic math.

8 Since he did not appeal the language in the QDRO and did not object to the
9 arrearages as calculated and ordered or filed a timely appeal, the arrearages stand and
10 the QDRO is final and unappealable.

11 As to his re-re-re-argument as to who was to prepare the QDRO (at 3 & 11),
12 Jesus was again given ample opportunity to have Ms. McFarling or anyone else
13 prepare the QDRO and did not do so. The Court authorized Catherine to have the
14 QDRO prepared by anyone she chose if Jesus failed to have it prepared. He is over
15 a year too late to now argue the point. Again, the matter is *res judicata*.

16 Having been given over a year to do so, Jesus never produced any valuation of
17 his pension, but he now argues that the only numbers provided to the Court were
18 those produced for Catherine and that there is "no legal authority" to support deciding
19 to use those numbers. He is, of course, wrong. In *Alba* the Supreme Court affirmed,
20 holding in keeping with consensus of other states that valuation is not an abuse of
21 discretion "so long as the value placed on the property falls within a range of possible
22 values demonstrated by competent evidence."² In fact, this Court is *required* to rule
23 in accordance with that range of values. It did so in the hearing after remand, and that
24 order is long since final and unappealable.

25 On the basis of his false assertion of law, Jesus now wants this Court to
26 consider a year-late actuary report based entirely on *Jesus' directions* to deduct all
27

28 ² *Alba v. Alba*, 111 Nev. 426, 892 P.2d 574 (1995).

1 money that he claims is attributable to his disability. For the reasons we submitted
2 a year or so ago, the reasoning is false. In PERS, there is *no difference* in the
3 calculation between disability and non-disability retirements; they are both calculated
4 on exactly the same service using exactly the same math. The only distinction is the
5 “spiff” of being eligible to receive the funds without an early retirement penalty,
6 which advantage the spouses share equally as a matter of community property.³

7 For both substantive and procedural reasons, since Jesus’ argument is
8 fallacious and the final order is long-since unappealable, his request should be denied
9 with prejudice.

10 11 **C. Insurance Policy**

12 Jesus’ argument here (at 6-7) is specious at best. He provides a single *redacted*
13 document that indicates that one insurance company – USAA – would not insure him
14 after he provided whatever information (true or false) he has now hidden.⁴ We know
15 he *can* get insurance, because he did so just a year or so ago – at the wrong coverage
16 sum.

17 Commonly available online quote calculators – even plugging in that he is a
18 tobacco user at 44 years old – yields that a \$250,000 policy for a 30 year term would
19 cost \$248 per month; other sources indicate that such a policy should cost less than
20 half that sum. It probably would be much cheaper, given Jesus’ *actual* tobacco
21 history, but even if that is accurate he can obtain a policy. It may cost him more than

22
23 ³ For an analogous analysis, see *Villars v. Villars*, 277 P.3d 763 (Alaska 2012)
24 (when decree called for wife to receive portion of reservist pension starting at
25 husband reaching age 65, but husband’s post-marital active duty permitted him to
26 take a regular military retirement 20 years earlier, both spouses received their share
of each pension payment from the time of first eligibility for payment).

27 ⁴ Of course we can’t know what other ailments he claimed when filing with
28 USAA, but that is relevant to whether he is insurable and he should disclose the entire
application along with an unredacted copy of the letter he received from USAA.

1 it would have had he obtained it 9 years ago, but as this Court has noted repeatedly
2 his failure to obey court directions for a decade is no one's fault but his own.

3 All he has shown the Court is that it should approve our request to compel his
4 cooperation in Catherine obtaining the policy and him paying the cost. And to
5 prevent further posturing to try to look "uninsurable," full unredacted copies of all
6 applications and interviews should be required to be disclosed. Obviously, the more
7 he attempts to pad his supposed disability or other concocted ailments, the higher the
8 cost he will have to pay.

9 As to Jesus' argument that his actions are not "willful," he: refused to keep us
10 informed of his actions; did not do his due diligence by going through a broker to
11 make applications to multiple insurers; and has stalled for nearly a decade. His
12 refusal to obtain a policy is willful and he is still in contempt of this Court's order as
13 there is no policy in place.

14 His *Opposition* is little more than an admission that he is not willing to comply.
15 He has had the time to obtain the policy and to contact more than one company. He
16 has done nothing substantive to comply and he has the burden of proving that he
17 made *all necessary efforts* to do so.⁵

18 Of course, if Jesus did stall or poison the process to such an extent to make
19 compliance *actually* impossible, we will simply ask the Court to order him to supply
20 adequate alternate security, which can be done on these facts, but which he will like
21 a whole lot less; it would require an award to Catherine of the entirety of Jesus'
22 Nevada PERS pension so that she can bank and invest the excess over and above her
23 current time-rule interest until a sum is achieved that is sufficient to protect her
24 survivorship interest.

25
26 ⁵ See *Steeves v. District Court*, 59 Nev. 405, 94 P.2d 1093 (1939). In *Steeves*,
27 the Supreme Court held that in contempt of court cases it was defendant's burden to
28 establish that he *could not* comply with the court order, which includes doing
everything physically possible to attempt to comply. *Id.* at 411, 94 P.2d at 1095.

1 For now, we ask the Court to hold Jesus in contempt and to order him to
2 cooperate in Catherine obtaining the required life insurance policy with him paying
3 the cost.

4
5 **D. Indemnification QDRO**

6 First, contrary to Jesus' claims (at 7-8), PERS does not require that an actuary
7 or CPA do any calculations. They only say that *they* will not do the calculations.

8 Second, PERS will not take action to collect arrears. However, they *will* honor
9 and enforce a Court order that increases the PERS benefit paid to an alternate payee
10 for the collection of any debt. Specifically, the Court is directed to Jesus' Exhibit 3,
11 PERS regulation 13.9 which states:

12 If the judgment, decree or order awards 100% of the benefit to the alternate
13 payee, the alternate payee shall receive 100%, less a minimum check of \$10.00
to the retired employee.

14 Jesus also points to regulation 10.42 in his Exhibit 3, which speaks to "any
15 deductions authorized" by him. This is inapplicable as the Court would be *ordering*
16 the extra payments to cover the arrearages that exist – which he does not dispute.
17 That is the reason Regulation 13.9 exists.

18 Jesus attempts to shift the blame for his actions to the undersigned. He fails
19 to accept that if he had made the payments owed, when owed, and complied with this
20 Court's orders, he would not *have* arrears requiring collection and we would not be
21 forced to seek additional payments.

22 Lastly, Jesus has produced nothing that would indicate he is actually *unable* to
23 work and make a living; having killed an unarmed man in cold blood a decade ago
24 does not give Jesus a lifetime pass to be totally unproductive. He should be required
25 to produce something that says he can't work or have an income imputed to him at
26 a level he is capable of earning. He has not shown medical, psychological, or any
27 other potential good cause to support a finding that he is not willfully underemployed.
28

1 The indemnification QDRO can be used to not only obtain the arrearages that
2 Jesus currently owes to Catherine, but an additional amount up to 100% minus \$10
3 can be awarded to protect her interest in the pension benefits or pay the cost of the
4 insurance policy. She can invest that extra money to ensure that she has money after
5 Jesus dies. Once a sufficient sum to secure her interest is in an account, the
6 remaining surplus flow can be redirected to Jesus.

7 8 **E. Attorney's Fees**

9 Though he argues attorney's fees in his Countermotion, it is actually an
10 opposition to our request for fees.

11 Our *Motion* included all of the required factors for the Court to consider when
12 awarding fees. Specifically we stated:

13 The Court is required to "consider" the disparity in the parties' income
14 pursuant to *Miller*⁶ and *Wright v. Osburn*.⁷ Parties seeking attorney fees in family law
15 cases must support their fee request with affidavits or other evidence that meets the
16 factors in *Brunzell*⁸ and *Wright*.⁹ We will provide the *Brunzell* analysis below. As
17 to *Wright*, the holding is minimal:

18 The disparity in income is also a factor to be considered in the award of
19 attorney fees.¹⁰ It is not clear that the district court took that factor into
consideration.

20 The Court did not hold that the decision of the award of attorney's fees hinged on a
21 disparity in income. Only that it is one of the many factors that must be considered.

23 ⁶ 121 Nev. 619, 119 P.3d 727 (2005).

24 ⁷ 114 Nev. 1367, 1370, 970 P.2d 1071, 1073 (1998).

25 ⁸ *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969).

26 ⁹ 114 Nev. 1367, 970 P.2d 1071 (1998).

27 ¹⁰ *Id.* at 1370, 970 P.2d at 1073 (1998).

1 While Jesus has entered into agreements with his spouse to try to hide his household
2 income and stymie collections, his household income is considerable; this factor is,
3 at most, neutral.

4 Nothing has changed and Jesus should be required to pay the entirety of
5 Catherine's fees and costs for having to file this *Motion* and for having to appear in
6 Court to hold him in contempt.

7 8 **III. OPPOSITION TO COUNTERMOTION**

9 **A. Child Support**

10 Jesus' child support argument (at 8-11) is mainly unsupported gibberish. He
11 fails to justify his underemployment and certainly can't meet the current standard of
12 "good cause" for not finding work. He has not produced a single document that says
13 he *can't* work and as such should be deemed underemployed without good cause;
14 until and unless Jesus submits a vocational rehabilitation analysis showing he is
15 incapable of earning at least as much as he was earning until he quit work
16 strategically to avoid getting fired for killing Stanley Gibson, he should be held to his
17 last known salary of \$8,551.02, adjusted for inflation since January, 2013 to a current
18 equivalency of \$10,185.99.¹¹

19 Once that is done and a proper amount of imputed income is applied, he will
20 actually owe Catherine child support each and every month.

21 In any event, Jesus' "calculations" of Catherine's income is a fantasy. She has
22 a current FDF on file. As we noted several times, Catherine's income gyrated wildly
23 for some time in 2020 as programs started and stopped. It is unclear how far back
24
25
26
27

28 ¹¹ See https://www.bls.gov/data/inflation_calculator.htm.

1 this Court's examination might go,¹² so we have reconstructed Catherine's income
2 from all sources back to April, 2020:

3
4 April 2020: \$3,940.

5 \$2140 5 x \$428 Unemployment

6 \$1800 3 x \$600 Pandemic

7
8 May 2020: \$6,242.¹³

9 \$1712 4 x \$428 Unemployment

10 \$2400 4 x \$600 Pandemic

11 \$2385 1 x \$2130 Social Security Surviving Spouse Benefit

12
13 June 2020: \$9,434.

14 \$2140 5 x \$428 Unemployment

15 \$3000 5 x \$600 Pandemic

16 \$2130 1 x \$2130 Social Security Surviving Spouse Benefit

17 \$2164 2 x \$1082 IBM Pension

18
19 July 2020: \$7,324.

20 \$1712 4 x \$428 Unemployment

21
22 ¹² *Anastassatos v. Anastassatos*, 112 Nev. 317, 320, 913 P.2d 652 (1996)
23 appears to give the court significant latitude, as to whether to go back to some prior
24 filing, use the date of the hearing of this matter, or use any other date.

25 ¹³ The \$255 burial benefit from the federal government is not included in
26 "income." As this Court ruled in another case a year ago, life insurance proceeds are
27 also not "income" – a position that persuasive authority appears to agree with. *See*
28 *Laura Morgan, CHILD SUPPORT GUIDELINES* § 2.03[e][3] (Aspen 2003) ("the proceeds
from a life insurance contract are not considered income but are also considered a
return on capital," citing *Guy v. Guy*, 600 So. 2d (La. Ct. App. 1992)).

1 \$2400 4 x \$600 Pandemic
2 \$2130 1 x \$2130 Social Security Surviving Spouse Benefit
3 \$1082 1 x \$1082 IBM Pension

4

5 August 2020: \$4,924.

6 \$1712 4 x \$428 Unemployment
7 \$2130 1 x \$2130 Social Security Surviving Spouse Benefit
8 \$1082 1 x \$1082 IBM Pension

9

10 September 2020: \$4,632.

11 \$1284 3 x \$428 Unemployment
12 \$46 1 x \$46 Last Unemployment Payment
13 \$2130 1 x \$2130 Social Security Surviving Spouse Benefit
14 \$1082 1 x \$1082 IBM Pension
15 \$90 \$90 Bubba Gump Paycheck

16

17 October 2020: \$4,094.

18 \$2130 1 x \$2130 Social Security Surviving Spouse Benefit
19 \$1082 1 x \$1082 IBM Pension
20 \$488 1 x \$488 PERS
21 \$394 \$193 + \$201 Bubba Gump Paychecks

22

23 November 2020: \$4,098.

24 \$2130 1 x \$2130 Social Security Surviving Spouse Benefit
25 \$1082 1 x \$1082 IBM Pension
26 \$488 1 x \$488 PERS
27 \$398 \$198 + \$200 Bubba Gump Paychecks

28

December 2020: \$4,075.

\$2130 1 x \$2130 Social Security Surviving Spouse Benefit

\$1082 1 x \$1082 IBM Pension

\$488 1 x \$488 PERS

\$375 \$180 + \$195 Bubba Gump Paychecks

That returns us to the fact that Jesus has not filed an FDF since March 9, 2021. Since he is requesting financial relief, he is required to have a current FDF on file¹⁴:

(a) A General Financial Disclosure Form (GFDF) must be filed in support of any motion or countermotion that includes a request to establish or modify child support, spousal support, fees and allowances, exclusive possession of a residence, or any matter involving money to be paid by a party.

The rule goes on to say:

(g) The court may construe any motion, opposition, or countermotion not supported by a timely, complete, and accurate financial disclosure as admitting that the positions asserted are not meritorious and cause for entry of orders adverse to those positions, and as a basis for imposing sanctions.

Lastly, Jesus (again) claims that the child's social security income should be included in Catherine's income. This is not Catherine's income and under NAC 425.025(2), these benefits are not to be included in any calculation for child support, as this Court already held in a final, unappealed order. Specifically, subparagraph (2)(e) states:

The term does not include: (e) Supplemental security income benefits and state supplemental payments.¹⁵

Jesus' Exhibit 5 includes the underlined provision that we cite to above, so he is obviously on notice (though he argues the exact opposite) that the money the child

¹⁴ See EDCR 5.507.

¹⁵ Though the child does not specifically receive SSI, he does receive Social Security Survivor Benefits which are not the same as the included Social Security disability benefits and old-age insurance benefits under federal law described in NAC 425.025(1)(c).

1 receives is *not* to be included in the calculation. As such, he overstates Catherine's
2 income by over \$2,000 per month.

3 In sum, Jesus is not entitled to a modification in child support based on his
4 argument. He provides no proof of his current income or his ability to earn additional
5 income as he is underemployed without good cause, his imputed income exceeds that
6 of Catherine, and he overstates Catherine's income by many thousands of dollars per
7 month.

8 9 **B. Miscellaneous**

10 **1. Child Medical Expenses and Legal Custody Provisions**

11 In a rambling diatribe (at 12-13), Jesus alternately claims he is the father of the
12 year, that Catherine abuses the child, and that he is owed money for medical
13 expenses. None of it appears to be true.

14 Jesus' letter from the dentist stating they have relocated is fine, but the bottom
15 line is he changed the contact information from Catherine's to his – which he does
16 not even pretend to defend as anything other than contemptuous of joint legal
17 custody. The letter states that they notified families by emails, letters, & phone calls
18 – which Catherine never received because Jesus changed the contact information, and
19 when he received this information, he never passed it to her.

20 For the record, Catherine's email was August 4, asking if Jesus made an
21 appointment yet. His response not only did not answer her question ("did you make
22 an appointment yet?") but just declared that he's possibly going to change dentists
23 without even discussing it with her first. As of this writing, Louie still has still
24 apparently not seen the dentist, nor does he have an appointment.¹⁶

25
26
27
28 ¹⁶ See Exhibit B, Our Family Wizard message report between the parties, dated
August 4, 2021.

1 Most of the rest of the medical matters are pretty trivial, but remain unsatisfied.
2 Catherine paid the medical bill with the invoice # 70772912 (05/07/20), for which she
3 remains waiting for reimbursement of \$44.08.¹⁷

4 Jesus' bill with the statement date 01/07/21 is missing 2 of the 4 pages, making
5 it impossible to really respond to it. However, Catherine took Louie in to get his
6 immunizations on 09/08/21. The address on the bill is Jesus' address (because he
7 changed the contact information) so the bill was sent to him, not Catherine; he never
8 informed her about it.

9 The other portion of the bill with the 08/18/21 visit for \$152.00 (\$67.57 after
10 insurance), is not properly identified, but can go into offsets presuming it is
11 legitimate.

12 We note that Jesus took Louie in for a duplicate pediatric visit *after* Catherine
13 told him in advance that since Louie already had an appointment, she was not paying
14 for that duplicate appointment.

15 As to Louie's Eye Appointments, the OFW email where Jesus hand writes "No
16 Receipt??" was the invoice she handed him in person a few days later, and for which
17 she has not been reimbursed.

18 Our request to prevent the continuation of Jesus' medical neglect of Louis by
19 giving Catherine exclusive authority to make all medical appointments sole medical
20 decision-making authority stands.

21 The hysterics and histrionics from Jesus about child exchanges and
22 documentation of medical expenses are pretty easily solved. Since Jesus and his
23
24

25
26 ¹⁷ See Exhibit C, USAA bank statement for Catherine showing the payment
27 from HPCNV. This bill has her address on it so she paid it. The appointment date
28 was 03/24/20. Insurance didn't pay until 04/24/20. The date of the statement is
05/07/20, and the bill arrived May 22 – the same day she paid it. He owes
reimbursement.

1 current spouse made a major issue of trying to give them paper copies of bills,
2 Catherine will do so through the OFW app exclusively moving forward.

3 We note in passing that this court has had to “remind” Jesus that he *cannot*
4 compel “face to face” child exchanges, which this Court has expressly ruled should
5 *not* happen, so (sometimes) Jesus “allows” Louis to leave McDonalds without
6 requiring Catherine to come inside to face him directly. If Jesus prevents an
7 exchange without a face-to-face interaction even one more time again, we suggest the
8 Court remove the opportunity for abuse by eliminating the exchange; he can have
9 custodial time back when he elects to obey court orders.

10 We also note without further discussion that Jesus has made three spurious CPS
11 complains, two false complaints to Metro’s Abuse & Neglect Department, one to
12 animal control claiming Catherine’s dog bit Louie, and over 15 Metro well checks,
13 including one where Jesus falsely claimed that Catherine had kidnaped Louie and fled
14 the country (he was actually home sick from school with Catherine’s husband). To
15 our knowledge, all of Jesus’ false reports have ended in “unsubstantiated.” But they
16 are continuous.

17 In the meantime, Jesus – who apparently has lots of time on his hands since he
18 has decided not to work for a living – has continued his constant stalking of Catherine
19 (using Louie as his excuse), including texting Catherine to tell her that he knows her
20 location and what she is doing, and the farce of claiming he has to go down her street
21 to get to the highway, when actually he has an entrance less than half a mile from his
22 house, but chooses to go down Jones (the street she lives on) over two and a half
23 miles away – so he can make a point of going by her house.

24 There is not much to be done as to any of these latter things just now other than
25 an admonition of what will happen if Jesus does not knock it off and begin to comply
26 with court orders and standards of decent behavior, which we suggest would be the
27 elimination of opportunities for Jesus to continue those actions, by fashioning
28

1 custody, exchange, and other orders in such a way to deprive him of the opportunity
2 for further abuse.

3 4 **2. Service of Orders and Firearms**

5 As Jesus has now caused process servers to refuse to visit his property out of
6 fear for their lives, we suggest an order deeming e-service to be equivalent to satisfy
7 any requirement of “personal service” going forward, or in the alternative requiring
8 Jesus to appear at the courthouse to receive documents, with only e-service required
9 to require him to do so.

10 As to public safety, the question is whether the Court is satisfied that the facts
11 and history warrant a Protective Order requiring Jesus to turn over his firearms. The
12 recent event with the process server should be seen in the context of someone who
13 has already killed an unarmed man in cold blood by shooting him repeatedly with an
14 assault rifle.

15 16 **IV. CONCLUSION**

17 Jesus fails to show *any* reason why he should not be held in contempt of court
18 for his failure to obtain a proper life insurance policy. The remainder of his
19 *Opposition* attempts to re-argue issues that are *res judicata*.

20 His Countermotion is not supported by a current financial statements and
21 certainly does not include any argument to support that he is underemployed for good
22 cause.

23 We ask the Court to hold Jesus in contempt and to grant our *Motion* in its
24 entirety. The Court should not grant any of Jesus’ requests as they are all without
25 support, factually, legally, procedurally, or otherwise.

26
27 *****
28

1 Legal custody as to medical decisions should be delegated exclusively to
2 Catherine, and the public should be protected by such orders as this Court deems
3 adequate to do so.

4
5 **DATED** this 23rd day of October, 2021.

6 Respectfully Submitted By:
7 WILLICK LAW GROUP

8 */s/ Marshal S. Willick*

9
10 _____
11 MARSHAL S. WILLICK, ESQ.
12 Nevada Bar No. 2515
13 3591 E. Bonanza Road, Suite 200
14 Las Vegas, Nevada 89110-2101
15 Attorneys for Defendant
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- I declare under penalty of perjury, under the laws of the State of Nevada and the United State (NRS 53.045 and 28 U.S.C. § 1746), that the foregoing is true and correct.**

EXECUTED this 23rd day of October, 2021.

/s/ Marshal S. Willick

MARSHAL S. WILICK, ESQ.

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW GROUP and that on this 23rd day of October, 2021, I served a copy of the foregoing entitled document 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.
- ☐ Pursuant to NRCP 5(b)(2)(D), by email by duly executed consent for service by electronic means.
- ☐ By hand delivery with signed Receipt of Copy.
- ☐ By First Class, Certified U.S. Mail.

To the following at the address, email address, and/or facsimile number indicated below:

Mr. Jesus Luis Arevalo
4055 Box Canyon Falls
Las Vegas, NV 89085
wrath702@gmail.com
vinni702@yahoo.com

Mr. Jesus Luis Arevalo
6935 Aliante Pkwy., Ste. 104 #286
N. Las Vegas, NV 89084

Mr. Jesus Luis Arevalo
5612 N. Decatur Blvd., Ste. 130
Las Vegas, NV 89131

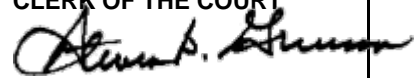
/s/ Mallory Yeargan

An Employee of the WILICK LAW GROUP

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EXBTS
WILLICK LAW GROUP
MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 002515
3591 E. Bonanza Road, Suite 200
Las Vegas, NV 89110-2101
Phone (702) 438-4100; Fax (702) 438-5311
email@willicklawgroup.com
Attorney for Defendant

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

JESUS LUIS AREVALO,
Plaintiff,

vs.

CATHERINE AREVALO
n/k/a CATHERINE DELAO,
Defendant.

CASE NO: D-11-448514-D
DEPT. NO: E

DATE OF HEARING: 11/3/2021
TIME OF HEARING: 10:00 A.M.

**EXHIBITS TO
REPLY TO "PLAINTIFF'S OPPOSITION TO DEFENDANT'S
MOTION FOR ORDER TO SHOW CAUSE WHY PLAINTIFF
SHOULD NOT BE HELD IN CONTEMPT OF COURT FOR
FAILURE TO ABIDE BY THE COURT'S JULY 30, 2021 ORDER
AFTER REMAND; AN ORDER TO COOPERATE IN OBTAINING A
LIFE INSURANCE POLICY; AN INDEMNIFICATION QDRO AND
ATTORNEY'S FEES AND COSTS; AND CLARIFICATIONS"
AND OPPOSITION TO "PLAINTIFF'S COUNTERMOTION TO
ESTABLISH STATUTORY CHILD SUPPORT AND CHILD
SUPPORT ARREARAGES DUE TO FRAUD; TO CONFIRM
PLAINTIFF IS UNABLE RATHER THAN UNWILLING TO OBTAIN
LIFE INSURANCE; FOR COURT TO ACCEPT CPS/ACTUARY
FIGURES FOR DEFENDANT'S COMMUNITY PROPERTY
INTEREST IN PLAINTIFF'S PENSION; AWARD OF ATTORNEY**

1 **FEES PURSUANT TO MILLER V. WILFONG; AND RELATED**
2 **RELIEF”**

3 Defendant, Catherine Delao, by and through her attorneys, the WILICK LAW
4 GROUP, submits the attached documents as Exhibits to *Reply to “Plaintiff’s*
5 *Opposition to Defendant’s Motion for Order to Show Cause why Plaintiff Should Not*
6 *be Held in Contempt of Court for Failure to Abide by the Court’s July 30, 2021,*
7 *Order After Remand, et. al.,* filed October 26, 2021.

8 Exhibit A. Statement from Allan Sandoval with Junes Legal Service, dated
9 October 13, 2021.

10 Bates Nos. 000354CD-000355CD

11 Exhibit B. Our Family Wizard message report between the parties, dated August 4,
12 2021.

13 Bates Nos. 000350CD

14 Exhibit C. USAA bank statement for Catherine showing the payment from
15 HPCNV.

16 Bates Nos. 000351CD-000353CD

17
18 **DATED** this 23rd day of October, 2021.

19 Respectfully Submitted By:
20 WILICK LAW GROUP

21 /s/ Marshal S. Willick

22 _____
23 MARSHAL S. WILICK, ESQ.
24 Nevada Bar No. 2515
25 3591 East Bonanza Road, Suite 200
26 Las Vegas, Nevada 89110-2101
27 (702) 438-4100
28 Attorney for Defendant

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the Willick Law Group and that on this 23rd day of October, 2021, I caused the above and foregoing document entitled 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 hand delivery with signed Receipt of Copy.
- ☐ by First Class, Certified U.S. Mail.

To the persons listed below at the address, email address, and/or facsimile number indicated:

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6935 Aliante Pkwy., Ste. 104 #286
N. Las Vegas, NV 89084

Mr. Jesus Luis Arevalo
5612 N. Decatur Blvd., Ste. 130
Las Vegas, NV 89131

/s/ Mallory Yeagan

An Employee of the Willick Law Group

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EXHIBIT “A”

EXHIBIT “A”

EXHIBIT “A”

From: Allan Sandoval <ajsandoval88@gmail.com>
Sent: Wednesday, October 13, 2021 12:42 PM
To: Mallory Yeargan <mallory@willicklawgroup.com>
Subject: Jesus Arevalo

My name is allan I'm process server with the state of Nevada I was tasked with serving legal documents to Jesus Arevalo on October 11 2021 at approximately 4:26 pm. I was entering his community and noticed his vehicle in front of me. I knew it was his vehicle from previously serving him. He proceeded to park in his driveway, I made a u turn and parked not directly behind him but a few feet away from his driveway. I got off my vehicle with paper work in hand, Jesus opened his driver door with a handgun in his hand pointed towards my direction, he then started shouting at me to get off his fuckin property and that I was trespassing. I never stepped on his property and stayed on the sidewalk. I advised why I was there, I left documents on driveway and left immediately because I feared for my life at the moment. As I drove

he started walking towards my vehicle when I was leaving the community, I could see Jesus at the corner of his street staring towards my direction.

North Las Vegas police was notified

Sent from my iPhone

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

Message Report



Generated: 10/14/2021 at 08:02 PM by Catherine Delao

Number of messages: 1

Timezone: America/Los_Angeles

Parents: Catherine Delao, Jesus Arevalo

Child(ren): Louie Arevalo

Third Party:

OurFamilyWizard, LLC.
230 13th Avenue NE, Minneapolis, MN 55413
ourfamilywizard.com
info@ourfamilywizard.com
(866) 755-9991

Message 1 of 1

Sent: 08/04/2021 at 08:44 AM
From: Jesus Arevalo
To: Catherine Delao (*First Viewed: 10/14/2021 at 08:01 PM*)
Subject: Re: Louie Dentist

I have all my children set up for a annual wellness check up. You used the insurance way to frequently and to much which ran the cost of visits up. I am also possible switching dentist offices for the entire family. Providence has been very unprofessional as of late and messing up on appointments. I will keep you posted

On 08/04/2021 at 08:41 AM, Catherine Delao wrote:

To: Jesus Arevalo (*First Viewed: 08/04/2021 at 08:41 AM*)
Subject: Re: Louie Dentist

Have you gotten Louie in to see his dentist yet?
You said you were getting him in 3 weeks ago.
In my last email I said Louie hasn't been to the dentist since June 2019. It was actually June 2020. We are now in August 2021.
Please get him to the dentist.

Again I would do it myself, but you keep canceling the appointments I make.

On 07/02/2021 at 02:55 PM, Jesus Arevalo wrote:

To: Catherine Delao (*First Viewed: 07/02/2021 at 03:01 PM*)
Subject: Re: Louie Dentist

I will have him seen this next week.

On 07/02/2021 at 12:13 PM, Catherine Delao wrote:

To: Jesus Arevalo (*First Viewed: 07/02/2021 at 02:53 PM*)
Subject: Louie Dentist

Since you had Louie's dentist delete my phone number & you canceled his last appointment, you can get him into the dentist.
He needs to go. His last check up was June 2019. He's more than likely got more cavities. You need to get him in as soon as possible.

EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”



PAGE 1

CATHERINE M DELAO
7661 N JONES BLVD
LAS VEGAS NV 89131-2120

0
25

ACCOUNT NUMBER	ACCOUNT TYPE	STATEMENT PERIOD
[REDACTED]	USAA CASHBACK REWARDS CHECKING	04/24/20 - 05/22/20

BALANCE LAST STATEMENT	NO OF DEBITS PAID	TOTAL AMOUNT OF DEBITS PAID	NO. OF DEP	TOTAL AMOUNT OF DEPOSITS MADE	SERVICE CHARGES	BALANCE THIS STATEMENT
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Please examine immediately and report if incorrect. If no report is received within 60 days, the account will be considered correct.

	TOTAL NONSUFFICIENT FUNDS (NSF) FEES	TOTAL OVERDRAFT (OD) FEES
THIS STATEMENT	[REDACTED]	[REDACTED]
THIS YEAR'S STATEMENTS	[REDACTED]	[REDACTED]

Note: Fee reversals/refunds made by USAA will not reduce the totals on this chart.

TRANSACTIONS OCCURRING ON THE FIRST DATE OF THE STATEMENT
PERIOD WERE INCLUDED ON THE PREVIOUS STATEMENT.

DEPOSITS AND OTHER CREDITS

DATE.....AMOUNT.TRANSACTION DESCRIPTION

05/01	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
05/07	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
05/08	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
05/08	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
05/13	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
05/14	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
05/15	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
05/15	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
05/21	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]

OTHER DEBITS

DATE.....AMOUNT.TRANSACTION DESCRIPTION

05/05	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]

FDIC
INSURED

93526-0814_05
BM1FRT

VOLUME II

RA000409



PAGE 2

CATHERINE M DELAO
7661 N JONES BLVD
LAS VEGAS NV 89131-2120

0
25

ACCOUNT NUMBER	ACCOUNT TYPE	STATEMENT PERIOD
[REDACTED]	USAA CASHBACK REWARDS CHECKING	04/24/20 - 05/22/20

OTHER DEBITS

DATE.....AMOUNT.TRANSACTION DESCRIPTION

05/05	[REDACTED]	[REDACTED]
05/06	[REDACTED]	[REDACTED]
05/07	[REDACTED]	[REDACTED]
05/13	[REDACTED]	[REDACTED]
05/14	[REDACTED]	[REDACTED]
05/15	[REDACTED]	[REDACTED]
05/18	[REDACTED]	[REDACTED]
05/18	[REDACTED]	[REDACTED]
05/18	[REDACTED]	[REDACTED]
05/20	[REDACTED]	[REDACTED]
05/20	[REDACTED]	[REDACTED]
05/20	[REDACTED]	[REDACTED]
05/22	100.00 DEBIT CARD PURCHASE	052220 8999052220
	SQ *THE DYSLEXIA AND LEARGOSQ.COM	NV
05/22	63.16 ACH DEBIT	052220
	HCPNV MG	7026716874 *****

FDIC
INSURED

105846-0814_06
BMFR1A



PAGE 3

CATHERINE M DELAO
7661 N JONES BLVD
LAS VEGAS NV 89131-2120

0
25

ACCOUNT NUMBER	ACCOUNT TYPE	STATEMENT PERIOD
[REDACTED]	USAA CASHBACK REWARDS CHECKING	04/24/20 - 05/22/20

ACCOUNT BALANCE SUMMARY

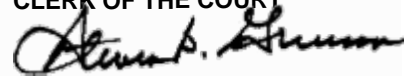
DATE.....	BALANCE	DATE.....	BALANCE
04/24	[REDACTED]	05/14	[REDACTED]
05/01	[REDACTED]	05/15	[REDACTED]
05/05	[REDACTED]	05/18	[REDACTED]
05/06	[REDACTED]	05/20	[REDACTED]
05/07	[REDACTED]	05/21	[REDACTED]
05/08	[REDACTED]	05/22	[REDACTED]
05/13	[REDACTED]		

FDIC
INSURED

105846-0814_06
BMFR1A

24

24



ATEAR

Name: JESUS AREVALO

Address: 6935 Aliante Pkwy Suite 104, #286

North Las Vegas, NV 89084

Telephone: 702 813-1829

Email Address: _____

In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JESUS LUIS AREVALO

Plaintiff,

vs.

CATHERINE AREVALO

Defendant.

CASE NO.: D-11-448514-D

DEPT: E

HEARING DATE: 11/03/2021

TIME OF HEARING: 10:00 A.M

VIDEO APPEARANCE REQUEST

(Your name) JESUS AREVALO, (☒ check one) ☒ Plaintiff
/ ☐ Defendant, requests that the following person be allowed to testify by remote court
appearance via video conference, pursuant to Rule 4 of the Nevada Supreme Court's Rules
Governing Appearance by Audiovisual Transmission Equipment: (☒ check one) ☐ Myself /
☐ Witness: Jesus Arevalo. This request is for the hearing date and
time above for the (☒ check one):

☒ Motion Hearing

☐ Case Management Conference

☐ Trial / Evidentiary Hearing

☐ Trial Setting Conference

☒ Other: _____

The person subject to this request has executed the Consent on the next page and agrees
to be bound by the oath given by the Court Clerk, Eighth Judicial District Court and to be
subject to the jurisdiction of this Court for purposes related to this testimony.

(Your Name) JESUS AREVALO agrees to provide all exhibits to the
witness in advance in the same form as have been or will be submitted to the Court Clerk.

Any objection to this request must be made in writing within two (2) judicial days of
service of this request.

If the IT department wants to test and verify the functionality of the party/witness's video conference connectivity with the Court's IT department, the contact information of the party or witness for the test is:

Name: Jesus Arevalo

Email Address: _____

Phone Number: 702-813-1829

DATED (today's date) October 26,, 2021

Submitted By: (Signature) ▶ /s/ JESUS AREVALO

Printed Name: JESUS AREVALO

CONSENT

(to be signed by the person who wants to appear by video)

By making this request for Audiovisual Transmission Equipment Appearance, the undersigned agrees to be bound by the oath given by the Court Clerk over the video conference connection and to be subject to the jurisdiction of this Court for purposes related to this testimony. I certify that the video connection has been successfully tested at <http://bluejeans.com/111>, prior to submitting this application.

Pursuant to NRS 53.045, I declare under penalty of perjury that the foregoing is true and correct.

DATED (today's date) October 27,, 2021

(Signature of party or witness) ▶ /s/ Jesus Arevalo

Printed Name: Jesus Arevalo

CERTIFICATE OF SERVICE

I, (your name) JESUS AREVALO declare under penalty of perjury under the law of the State of Nevada that I served the Audiovisual Transmission Equipment Appearance and Audiovisual Transmission Equipment Consent in the following manner:

- ☐ **Mail:** By depositing a copy in the U.S. Mail in the State of Nevada, postage prepaid, on the (day) _____ of (month) _____, 20__ addressed to:

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

Name: _____

Address: _____

City/State/Zip: _____

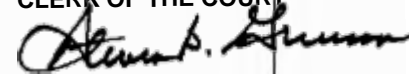
- ☒ **Electronic:** Through the Court's electronic service system on (date) 10/26/2021
at (time) 1:50 ☐ a.m. ☒ p.m.

DATED (today's date) October 26, _____, 2021

Submitted By: (Signature) ▶ /s/ JESUS AREVALO

25

25



JESUS LUIS AREVALO
6935 Aliante Pkwy Ste 104, #286
N. Las Vegas, NV 89084
(702) 813-1829
Plaintiff in Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JESUS LUIS AREVALO,
Plaintiff,

Case No. D-11-448514-D
Dept No. E

vs.

CATHERINE AREVALO,
Defendant.

**PLAINTIFF'S SUPPLEMENTAL EXHIBITS TO OPPOSE
DEFENDANT'S SUPPLEMENTAL EXHIBITS**

COMES NOW Plaintiff, in Proper Person, and respectfully provides the following Supplement Exhibits, to address the misrepresentations of Defendant, in the most recent Supplemental Exhibits.

Exhibit "1" **Police Report** showing Process Server indicated that (a) Plaintiff did NOT "point a gun" as his unverified email statement; and (b) that he has served Plaintiff in the past, at McDonald's, on behalf of Defendant - in the presence of the child.

Exhibit "2" Proof of Pediatric Appointment Defendant took the child to without informing Plaintiff, nor paying, which resulted in a bill in COLLECTIONS in Plaintiff's name.

Dated this 1st day of November, 2021.

/s/ Jesus Luis Arevalo

JESUS LUIS AREVALO
Plaintiff in Proper Person



City of North Las Vegas Police Department

1

Case No: 2110110017573
Report No: 2110110017573-001
Report Date: 10/11/2021 4:28:24 PM

Page 1 of 3

Administrative

Subject	INFO
Case Report Status	Date Entered 10/11/2021 5:34:31 PM
	Entered By NL1780 - SAIP, YOLANDA
Occurred On 10/11/2021 4:22:00 PM	Date Reported 10/11/2021 4:28:24 PM
(and) Occurred Between	
Location Address 4055 Box Canyon Falls Ave	Date Verified (Legacy Cases)
Location Name	Verified By (Legacy Cases)
Jurisdiction	Date Approved (Legacy Cases)
Grid (Beat) NF7	Approved By (Legacy Cases)
Sector F	Assisted By
Connecting Cases	Clearance Basis
	Date of Clearance
Report Type Information - Only	Disposition Active

Reporting Officer
SPANNBAUER, ERIC

Offense Detail Information Only

Offense Description	Information Only	Location	Residence/Home
Charge Type	Non-Crime	Hate/Bias	None (No Bias)
Crime Against		Domestic Violence	
UCR Hierarchy		Fraud Related	N - No
Using		Cargo Theft	
Tools Used		Gang	N - No
Criminal Activity		Entry Method	
Weapons			

Offenders

Arrestee

Victims

Witnesses

Other Entities

Name: AREVALO, JESUS

Entity Type Carded

UNLAWFUL DISSEMINATION OF THIS REDACTED
Information is PROHIBITED. Violation will subject
the offender to Criminal and Civil Liability

Rel. for: JESUS L. AREVALO

Date: 11/11/2021

North Las Vegas Police Department

By: EPS 7021

THIS RECORD HAS BEEN
REDACTED PURSUANT TO
NRS 239B.030 / 603A.040
PERSON INFORMATION

Name AREVALO, JESUS

DOB 8/14/1977
Age 44
Sex Male
Race White
Ethnicity
Height 5' 6"
Weight 160
Eye Color Black
Hair Color Brown
Facial Hair
Complexion
Build

Place of Birth
SSN
DLN
DLN State
Occupation/Grade RETIRED LVMPD
Employer/School
Employer Address
Employer CSZ
Resident

Addresses

VOLUME II

RA000416



City of North Las Vegas Police Department

2

Case No: 2110110017573
Report No: 2110110017573-001
Report Date: 10/11/2021 4:28:24 PM

Page 2 of 3

Address Type	Address	CSZ	County	Country
H - Home	4055 Box Canyon Fls	NLV		

Phones

Phone Type	Phone Number
CELL - Cell	(702) 813-1829

Email

Email Address

Notes

Name: Sandoval, Allan Jovani

Entity Type Person

Name Sandoval, Allan Jovani

DOB 3/11/1988
Age 33
Sex Male
Race White
Ethnicity H - Hispanic or Latino
Height 5' 10"
Weight 283
Eye Color Brown
Hair Color Black
Facial Hair
Complexion
Build

Place of Birth
SSN [REDACTED]
DLN [REDACTED]
DLN State Nevada
Occupation/Grade
Employer/School JUNES LEGAL SERVICES
Employer Address
Employer CSZ
Resident Resident

Addresses

Address Type	Address	CSZ	County	Country
H - Home	5820 Creekside Sands	NLV, NV	Clark	USA - United States of America

Phones

Phone Type	Phone Number
CELL - Cell	(702) 776-1777
BIZ - Business	(702) 840-7488

Email

Email Address

Notes

Narrative

On Monday, October 11, 2021, at about 1722 hours, Officer Saip #1780 and I were dispatched to the intersection of Midnight Falls Ave. and Helens Pouroff St., in regards to NLVPD dispatch receiving a call from a legal paperwork process servicer who just serviced divorce paperwork on an ex-Las Vegas Metropolitan Police Officer. The process servicer claimed that the ex- Officer pulled his handgun out on him and pointed it near him.

Upon our arrival, we made contact with the process server, who was parked on Midnight Falls Ave. outside of the private gated community. The subject identified himself as Allan Sandoval. Sandoval was driving an unmarked Ford utility van, bearing Nevada 989K28. Sandoval stated that he was waiting outside of the gated community for the ex- Officer to arrive. Sandoval stated that he knew what the ex-Officer drove because he had served him with other divorce paperwork in the past and he knew that he drove a Cube. When the ex-Officer arrived at the front gate, Sandoval followed the ex-Officer, in his unmarked utility van, into the private gated community to the ex-Officer's residence located at 4055 Box Canyon Falls



Case No: 2110110017573

Report No: 2110110017573-001

Report Date: 10/11/2021 4:28:24 PM

Page 3 of 3

Ave. The ex-Officer pulled into his driveway and parked, so Sandoval made a u-turn and parked his van behind the ex-Officer's vehicle. Sandoval claimed that the ex-Officer exited his vehicle with a black handgun in his right hand pointed at the ground and was yelling at Sandoval that he was trespassing on private property and that he needed to leave. Sandoval stated that when he saw the handgun in the ex-Officer's right hand, he threw the divorce paperwork on the ground, got back into his van and drove away. Officer Saip asked Sandoval if the gun was ever pointed/aimed at him and he stated that it was not. Sandoval completed a NLVPD witness statement. Please see his witness statement for further details.

I then drove to the residence. When I got to the front gate, I saw a large sign to the right of the community gates which stated " Private Property, NO soliciting, loitering, trespassing".

When I got to the residence I made contact with the ex-Officer who identified himself as Jesus Arevalo. Arevalo told me his side of the story which was a similar story to Sandoval's story. Arevalo stated that a suspicious unmarked white Ford van was parked outside of the community gates. Arevalo stated that the van followed him through the gates when he opened them, and then continued to follow him down his street and to his house. Arevalo stated that he parked in his driveway and he saw the van make a u-turn and park behind his vehicle on the street. Arevalo claimed that he exited his vehicle and verbally confronted Sandoval about being on private property. Arevalo claimed that he never pulled his handgun out of his holster which was attached on his right hip. Arevalo stated that Sandoval threw the divorce paperwork on the ground and drove off. I asked Arevalo if he had video camera's that would have recorded the incident and he claimed that he did not. Arevalo completed a NLVPD witness statement. Please see his statement for further details.

After my investigation I determined that Arevalo did not brandish or draw his weapon in a threatening manner in front of two or more people per the Nevada brandishing a firearm statute, and I determined that Arevalo did not point or aim the firearm at Sandoval per Sandoval's statement to Officer Saip. I did determine that Sandoval was trespassing when he followed Arevalo into the private community, but Arevalo did not want to pursue charges against Sandoval for that crime.

This report was completed for informational purposes only at this time.

Attachments: 2 witness statements.

Proof the process server
from the Willick Law Group
is a liar. Process server
admits to Police Officers
I did not point/aim my
firearm at him. His
statement submitted by
the Willick Law Group on
10/23/2021 says I did ???
False claim after the fact

VOLUME II

RA000419



CAUTION! AUTOMATIC GATES

Gate timed for ONE vehicle.
NO PLAYING OR CLIMBING
on or Around Gate

Association not liable for
any injury, damage or loss
caused by problems or
malfunction of gates.

PRIVATE PROPERTY

NO SOLICITING
LOITERING
TRESPASSING

ALL OFFENDERS WILL BE PROSECUTED
TO THE FULL EXTENT OF THE LAW

WARNING



NEIGHBORHOOD WATCH
OUR NEIGHBORS ARE WATCHING
OVER ONE ANOTHER'S FAMILY MEMBERS AND
PROPERTY AND THEY HAVE BEEN TRAINED
TO REPORT SUSPICIOUS ACTIVITY
OR PERSONS IN THE NEIGHBORHOOD TO
NORTH LAS VEGAS
POLICE DEPARTMENT



On 10/25/2021 at 06:41 PM, Catherine Delao wrote:



To: Jesus Arevalo (First Viewed: 10/26/2021 at 09:41 AM)
Subject: RE: 10/09/21 - Certified Mail

The certified mail is sitting at the post office waiting for you to pick it up, like the attachment states. Your continued paranoia of me serving you legal documents, which I have never once done since I've retained Willicks Law Group, is deeply concerning in regards to your mental health.

On 10/25/2021 at 06:24 PM, Jesus Arevalo wrote:

To: Catherine Delao (First Viewed: 10/25/2021 at 06:26 PM)
Subject: RE: 10/09/21 - Certified Mail

Sorry for the late response. I didn't see anything in my mail box? If its legal papers, E-file serve or serve by mail as usual. Like you and your attorney have been doing since Febuary of 2020. These methods are recognized and excepted by the courts. Anything else is just your attorney running up your fees and/or harassment.

On 10/24/2021 at 01:35 PM, Catherine Delao wrote:

To: Jesus Arevalo (First Viewed: 10/25/2021 at 06:16 PM)
Subject: 10/09/21 - Certified Mail
Attachments: Certified_Mail_for_November_vacation_-_copy2.png (49 KB)

I sent you a certified mailed letter on 10/09/21. You have yet to pick it up from the post office.

Proof Catherine simple
seeks to harass me by
having me served in person
or sign for papers I already
been served with electronically.
Catherine lies about ever
having me served. Also
see process serves
statement.

Message Report



OurFamilyWizard, LLC.
230 13th Avenue NE, Minneapolis, MN 55413
ourfamilywizard.com
info@ourfamilywizard.com
(866) 755-9991

Generated: 11/01/2021 at 10:22 AM by Jesus Arevalo

Number of messages: 1

Timezone: America/Los_Angeles

Parents: Jesus Arevalo, Catherine Delao

Child(ren): Louie Arevalo

Third Party:

Message 1 of 1

Sent: 10/31/2021 at 05:33 PM
From: Jesus Arevalo
To: Catherine Delao (First Viewed: 10/31/2021 at 08:24 PM)
Subject: Re: RE: 10/09/21 - Certified Mail

I never refused in my response/emails to you. I told you I never got any notice from the postal service in my mail box about anything I needed to pick up at the post office. I did swing by after our messages and they told me they no longer had it. However, you and your attorney know you can serve me "any" legal notices through EFILE electronically with a certificate of service. The fact that you insist on serving me in person or having me sign for things I have already been served through EFILE is plain and simple "Harassment".

On 10/31/2021 at 05:21 PM, Catherine Delao wrote:

To: Jesus Arevalo (First Viewed: 10/31/2021 at 05:27 PM)
Marshal Willick
Subject: Re: RE: 10/09/21 - Certified Mail

You refused to pick up the certified mail I sent you, even after reminding you to go pick it up from the post office. The post office sent the letter back to me. I am sending it out certified mail again on Monday. You will see the original certified mail stamp on the original envelope.



On 10/26/2021 at 09:57 AM, Jesus Arevalo wrote:

To: Catherine Delao (First Viewed: 10/26/2021 at 09:58 AM)
Subject: Re: RE: 10/09/21 - Certified Mail

Lol, don't want to talk now that you were proved a LIAR!? Also, You're the one with a diagnosis of being Bipolar and having Major Depression. Get back on your meds plz. That's in Louie's best interest

On 10/26/2021 at 09:54 AM, Catherine Delao wrote:

To: Jesus Arevalo (First Viewed: 10/26/2021 at 09:55 AM)
Subject: Re: RE: 10/09/21 - Certified Mail

This response has absolutely nothing to do with certified mail. Please check your mental health status. It's very concerning.



On 10/26/2021 at 09:50 AM, Jesus Arevalo wrote:

To: Catherine Delao (First Viewed: 10/26/2021 at 09:50 AM)
Subject: Re: RE: 10/09/21 - Certified Mail

You had me served during a child exchange last summer at McDonalds. You sat in your car with Louie and watched. Then sent Louie into McDonalds after the fact. Which was completely inappropriate. Talk about mental health issues!? You're crazy

→ 09/29/20	99393	PROFESSIONAL VISIT	218.00
09/29/20	90460	INJECTION ADMINISTRATION	70.00
09/29/20	90461	INJECTION ADMINISTRATION	54.00
09/29/20	90715	IMMUNIZATIONS	65.00
09/29/20	90734	IMMUNIZATIONS	278.00
10/07/20	287	ECOM COMMERCIAL 837P CLAIM FORM PRE	
0.00CR			
10/27/20	860	NV MULTIPLAN PHCS PAYMENT	
247.46CR			
		Contractual Adjustment	
234.25CR			
07/08/21	110	AGENCY ADJUSTMENT	
203.29CR			
09/20/21	8017	NV COLLECTION AGENCY PAYMENT	34.29
09/20/21	8018	NV COLLECTION AGENCY FEE	
10.23CR			

10/26/21	G6769903		0.00
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INTERMOUNTAIN HEALTHCARE

844-358-5093

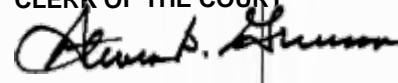
Copy of pediatrician
appointment Catherine
took Luis (our son) to.

Did not notify me
through Our Family Wizard
& did not pay anything.

Now in collections.

26

26



JESUS LUIS AREVALO
6935 Aliante Pkwy Ste 104, #286
N. Las Vegas, NV 89084
(702) 813-1829
Plaintiff in Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JESUS LUIS AREVALO,
Plaintiff,

Case No. D-11-448514-D
Dept No. E

vs.

CATHERINE AREVALO,
Defendant.

PLAINTIFF'S SUPPLEMENTAL EXHIBIT:
NRS 21.090 - PROPERTY EXEMPT FROM EXECUTION;
SLASSI v. LEAVITT; AND POWERS v. POWERS
AND 42 U.S.C. § 407(a)

COMES NOW Plaintiff, in Proper Person, and respectfully provides the following Supplement Exhibits:

1. NRS 21.090 (1)(ee) - proceeds received from private disability plan.

2. *Slassi v. Leavitt* - confirmed pursuant to Powers v. Powers:

“Lastly, disability income is generally treated as separate property and is not divided as community property. See generally *Powers v. Powers*, 105 Nev. 514, 516, 779 P.2d 91, 92-93 (1989); (noting that “[c]ommunity property jurisdictions have generally determined that disability retirement benefits may contain two components,” and the “retirement component... is subject to distribution upon divorce.”); see also 42 U.S.C § 407(a) (stating that no benefit payments are “subject to execution, levy, attachment, garnishment, or other legal process.”)

1 3. *Powers v. Powers*, 105 Nev. 514, 516, 779 P.2d 91, 92-93 (1989).
2 Disability income has two components.
3

4 4. 42 U.S.C § 407(a)
5

6 Dated this 2nd day of November, 2021.

7 /s/ Jesus Luis Arevalo

8 JESUS LUIS AREVALO
9 Plaintiff in Proper Person
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NRS 21.090 Property exempt from execution.

1. The following property is exempt from execution, except as otherwise specifically provided in this section or required by federal law:

....

(ee) Proceeds received from a private disability insurance plan.

EXHIBIT "1"

SLASSI v. LEAVITT, ORDER OF AFFIRMANCE

See page 3

Exhibit "2"

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

ADIL SLASSI,
Appellant,
vs.
ALISA LEAVITT,
Respondent.

ADIL SLASSI,
Appellant,
vs.
ALISA LEAVITT,
Respondent.

No. 74209-COA

FILED

APR 24 2019

ELIZABETH A. BROWN
CLERK OF SUPREME COURT

No. 75119-COA

S. Young
DEPUTY CLERK

ORDER OF AFFIRMANCE

In these consolidated appeals, Adil Slassi appeals the district court's decree of divorce and order awarding attorney fees. Eighth Judicial District Court, Family Court Division, Clark County; Linda Marquis, Judge.

Slassi and respondent Alisa Leavitt were married in 2003 and separated in 2009.¹ At the time of the separation, the parties divided their property and Slassi removed his name from their joint bank accounts, leaving only Leavitt's name on the accounts and relinquishing any further interest in those accounts. Leavitt remained on Slassi's employer health insurance plan during their separation, however, because of her disability and associated medical costs.

In 2016, Slassi abruptly quit his job at Caesars Palace Las Vegas Hotel and Casino. Leavitt then filed for divorce so that she could be eligible for full COBRA insurance benefits. Slassi remained unemployed for

¹We do not recount the facts except as necessary to our disposition.

eight months before accepting a job paying roughly \$30,000 per year less than his previous salary at Caesars.

Before the trial, Leavitt moved for temporary orders, requesting in part that Slassi be ordered to pay the cost of her COBRA insurance during the pendency of the divorce case. The district court ordered Slassi to pay Leavitt \$280 per month, which was half of the monthly COBRA payments, beginning in February 2017. Slassi did not make any payments pursuant to the district court's order.

The district court found at trial (1) that the bank accounts in Leavitt's name were her separate property and awarded those to her, (2) that the bank account and 401(k) retirement account in Slassi's name were community property and divided those accounts equally, (3) ordered each party solely responsible for post-separation debts incurred in their own names, specifically their credit cards, and the debt owed on the respective vehicles awarded to them in the decree, (4) awarded Leavitt alimony in the amount of \$1,450 per month for seven years, and (5) ordered COBRA payments that were in arrears totaling \$1,680. By separate order, the district court awarded attorney fees of \$10,153 to Leavitt.

On appeal, Slassi argues that the district court abused its discretion by (1) making an unequal disposition of community property and community debt, (2) awarding alimony to Leavitt, (3) ordering COBRA arrears payments, and (4) awarding attorney fees to Leavitt. We disagree.

"This court reviews a district court's decisions made in a divorce decree for an abuse of discretion." *Devries v. Gallio*, 128 Nev. 706, 709, 290 P.3d 260, 263 (2012). "Those decisions supported by substantial evidence will be affirmed." *Id.* "Substantial evidence is that which a sensible person may accept as adequate to sustain a judgment." *Williams v. Williams*, 120

Nev. 559, 566, 97 P.3d 1124, 1129 (2004). Additionally, uncontroverted testimony is substantial evidence to uphold a district court's decision. See *Back Sts., Inc. v. Campbell*, 95 Nev. 651, 653, 601 P.2d 54, 55 (1979) (finding that uncontroverted testimony was sufficient evidence to establish the existence of a contract and opposing party's breach).

Community property and community debt

Slassi makes several arguments on appeal regarding the disposition of the community property and the community debt. The arguments are all based on the premise that the district court abused its discretion in determining that (1) Leavitt's bank accounts were her separate property, and (2) Slassi's debts on his credit cards and vehicle should be assigned solely to him.

"All property of a spouse owned by him or her before marriage, and that is acquired by him or her afterwards by gift, bequest, devise, descent or by an award for personal injury damages, with the rents, issues and profits thereof, is his or her separate property." NRS 123.130. Importantly, "[i]n granting a divorce, the court . . . may make an unequal disposition of the community property . . . as it deems just if the court finds a compelling reason to do so and sets forth in writing the reasons for making the unequal disposition." NRS 125.150(1)(b) (July 2017). Lastly, disability income is generally treated as separate property and is not divided as community property. See generally *Powers v. Powers*, 105 Nev. 514, 516, 779 P.2d 91, 92-93 (1989) (noting that "[c]ommunity property jurisdictions have generally determined that disability retirement benefits may contain two components," and the "retirement component is subject to distribution upon divorce."); see also 42 U.S.C. § 407(a) (stating that no benefit payments are "subject to execution, levy, attachment, garnishment, or other legal process").

Leavitt presented uncontroverted testimony that the funds in her bank accounts were from separate property sources according to NRS 123.130 and *Powers*.² Equal division of Slassi's credit card debt was impractical because the amount of debt was unclear in Slassi's financial disclosure form and testimony at trial. See NRS 125.150(1)(b) ("In granting a divorce, the court [s]hall, *to the extent practicable*, make an equal disposition of the community property of the parties . . .") (emphasis added). Further, Slassi asked at trial that the credit card debt in his name be awarded to him, thereby waiving this issue on appeal. See *Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981) ("A point not urged in the trial court, unless it goes to the jurisdiction of that court, is deemed to have been waived and will not be considered on appeal."). Lastly, the district court found an \$800 difference in equity between the parties' respective vehicles in Slassi's favor, and thus divided the debt on the vehicles equally by ordering Slassi to pay for the preparation of the qualified domestic relations order (QDRO) to divide his 401(k).

Based on the evidence presented at the trial and the district court's findings, we conclude that the district court did not abuse its discretion in finding Leavitt's bank accounts were her separate property, assigning each party's credit card debts as their separate debts, and

²Regarding Leavitt's SSDI benefits, Slassi provides no authority that SSDI benefits are community property and our research has revealed none. Therefore, we will not address this issue. See *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (noting that this court need not consider issues that are not supported by relevant authority).

awarding their respective cars as separate property with Slassi ordered to pay for the QDRO to account for the difference in the value of the vehicles, and therefore, it did not make an unequal distribution of the community property and debt.³

Alimony

Slassi contends that the district court abused its discretion in awarding alimony to Leavitt because (1) the district court's finding of willful underemployment was not supported by evidence, and (2) the district court's findings of the health and working ability of each party were based on unsupported testimony.

"The district court has wide discretion in determining whether to grant spousal support, and this court will not disturb the district court's award of alimony absent an abuse of discretion." *Devries*, 128 Nev. at 711-12, 290 P.3d at 264. "In granting a divorce, the court . . . [m]ay award such alimony to either spouse, in a specified principal sum or as specified periodic payments, as appears just and equitable." NRS 125.150(1)(a). There are two principal reasons for awarding alimony: (1) "to narrow any large gaps between the post-divorce earning capacities of the parties . . . and [(2)] to allow the recipient spouse to live 'as nearly as fairly possible to the station in life [] enjoyed before the divorce.'" *Shydler v. Shydler*, 114 Nev. 192, 198,

³Alternatively, even if the court did abuse its discretion in designating Leavitt's bank accounts as separate property and assigning the parties' debts as their separate debts, NRS 125.150(1)(b) gives the district court discretion to make an unequal disposition of community property for compelling reasons, which the court impliedly made when considering its order in totality. Thus, we conclude that even if the district court abused its discretion in determining the character of Leavitt's bank accounts and the debts of each party, it did not abuse its discretion in making the disposition of the community property and debt as it did.

954 P.2d 37, 40 (1998) (alteration in original) (quoting *Sprenger v. Sprenger*, 110 Nev. 855, 860, 878 P.2d 284, 287 (1994)). Lastly, NRS 125.150(9) states that “[i]n addition to any other factors the court considers relevant in determining whether to award alimony and the amount of such an award, the court shall consider” the factors contained in NRS 125.150(9)(a)-(k).

Here, the district court awarded Leavitt alimony of \$1,450 per month for seven years after finding sufficient justification under the statutory factors. The record reveals that the trial focused on the division of property between the parties as well as the ability of each party to support himself or herself. The district court made detailed findings on each of the applicable statutory factors enumerated in NRS 125.150(9), and substantial evidence supports the district court’s findings. Additionally, the district court’s finding of willful underemployment was supported by evidence that Slassi voluntarily quit his job shortly before the divorce proceedings began and found a new job months later at a greatly reduced salary. Thus, we conclude that the district court did not abuse its discretion by awarding Leavitt alimony.

Arrears payments

Slassi appears to contend that the district court abused its discretion in ordering a payment of \$1,680 to cover an arrearage for half of the cost of Leavitt’s COBRA insurance from February 2017 through July 2017 because he had already voluntarily paid for half of Leavitt’s COBRA expenses for the entire year in 2016.⁴

⁴Slassi also makes two additional arguments, (1) the district court improperly refused to take judicial notice of a factual matter from the hearing on COBRA payments, and (2) the total amount of COBRA payments made by Leavitt was less than what she alleged. Both of these arguments, however, are belied by the record and are unpersuasive.

NRS 125.040(1)(a) provides that “[i]n any suit for divorce the court may, in its discretion, . . . require either party to pay moneys necessary to assist the other party [by] . . . provid[ing] temporary maintenance for the other party.” The district court was aware of the voluntary payments Slassi gave Leavitt in July of 2016 to help cover her COBRA expenses before it made its order on Leavitt’s motion for temporary orders. With that knowledge, the district court still ordered Slassi to pay Leavitt for half of the cost of the COBRA insurance beginning in February 2017 until trial. Based on this order and Slassi’s non-payment of any COBRA expenses from February 2017 until the trial in July 2017, the district court ordered Slassi to make an arrearage payment totaling \$1,680 representing the missed monthly payments. *Cf.* NRS 22.010(3) (stating that disobedience to a lawful order issued by the court shall be deemed contempt). Therefore, we conclude the record supports the district court’s finding that Slassi was in arrears on COBRA payments and it did not abuse its discretion in ordering payment.

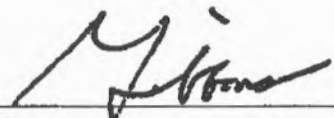
Attorney fees

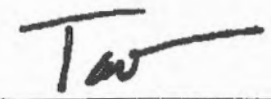
Slassi’s only argument on appeal challenging the order awarding attorney fees is that the district court abused its discretion because it made numerous errors of fact and law.

This court reviews an award of attorney fees for an abuse of discretion. *Miller v. Wilfong*, 121 Nev. 619, 622, 119 P.3d 727, 729 (2005). However, because Slassi does not adequately identify and explain what errors of fact or law the district court made nor give any analysis or relevant authority to support his statement, we will not consider the issue. See *Edwards*, 122 Nev. at 330 n.38, 130 P.3d at 1288 n.38 (2006) (noting that

this court need not consider issues that are not cogently argued or supported by relevant authority).⁵ Accordingly, we

ORDER the judgments of the district court AFFIRMED.


_____, C.J.
Gibbons


_____, J.
Tao


_____, J.
Bulla

cc: Hon. Linda Marquis, District Judge, Family Court Division
The Grigsby Law Group
Pecos Law Group
Eighth District Court Clerk

⁵We note that the district court considered the *Brunzell* factors and made appropriate findings. See *Brunzell v. Golden Gate Nat. Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

POWERS v. POWERS, 779 P.2d 91 (1989)

Exhibit "3"

Powers v. Powers

779 P.2d 91 (1989)

Robert J. POWERS, Appellant, v. Cecelia Ann POWERS, Respondent.

No. 18804.

Supreme Court of Nevada.

September 6, 1989.

Rehearing Denied November 30, 1989.

John Peter Lee and Daniel Marks, Las Vegas, for appellant.

Ecker & Standish, Las Vegas, for respondent.

OPINION[1]

YOUNG, Chief Justice:

On June 2, 1962, appellant Robert Joseph Powers and respondent Cecelia Ann Powers were married in the State of New York. In 1968, Robert began working for the New York City Department of Corrections. In 1974, Robert underwent an operation to remove a cyst from his knee. During the operation a nerve was severed in his knee causing him to have a condition known as drop foot. As a result of the injury, a medical board determined that Robert was disabled and he was required to retire from the Department of Corrections in 1979.

Robert was not eligible for retirement benefits, but was eligible for disability retirement benefits. Several different disability retirement options were available. Robert and Cecelia chose the option that paid a benefit for Robert's life. The Powers then moved to Las Vegas. In 1987, Cecelia filed for divorce. The Powers could not agree on the distribution of their assets, including whether the disability retirement benefits were community or separate property and whether Cecelia should receive spousal support.

On December 15, 1987, the district court filed its decision regarding the character of the disability retirement benefits and spousal support. The district court reasoned that the payments appeared to be substantially related to Robert's employment. The district court noted that a portion of the payment could be viewed as compensation for lost earnings, but could not determine the amount. The district court found that the persuasive case law characterized benefits which were products of employment as community property. The district court relied on *Simmons v. Simmons*, 568 S.W.2d 169 (Texas Civ.App. 1978) and *Guy v. Guy*, 98 Idaho 205, 560 P.2d 876 (1977). The district court stated that had it not characterized the disability retirement benefits as community property, it would have awarded alimony. This appeal followed.

Robert contends that New York law should govern whether the disability retirement benefits are divisible upon divorce, because the benefits were earned and awarded in New York. A party may not

raise a new theory for the first time on appeal, which is inconsistent with or different from the one raised below. See *Tupper v. Kroc*, 88 Nev. 146, 494 P.2d 1275 (1972). Robert argued below that the disability benefits were his separate property under New York law and that New York law was in accord with community property laws.

Community property jurisdictions have generally determined that disability retirement benefits may contain two components.[2] New York law also recognizes that *93 disability benefits may contain two components. See *Musumeci v. Musumeci*, 133 Misc.2d 139, 506 N.Y.S.2d 629 (N.Y. Sup. Ct. 1986). In the instant case, the district court determined that Robert's disability benefits contained two components, one of which was a retirement benefit. Robert did not provide the district court with any authority to the contrary. Robert may not argue for the first time on appeal that the disability benefits did not contain a retirement component, which is subject to distribution upon divorce.

Accordingly, we affirm the decision of the district court.

STEFFEN and SPRINGER, JJ., concur.

MOWBRAY, Justice, dissenting.

Respectfully, I dissent.

Robert Powers adequately made his record below and his contentions have merit. Respondent conceded during oral argument that New York law governs the characterization of Robert's disability benefits. The character of marital property does not change because a husband and wife move to another jurisdiction. Restatement (Second) of Conflict of Laws § 259 (1971). The law of the domiciliary state at the time property is acquired controls its characterization as either separate or community property. See *Choate v. Ransom*, 74 Nev. 100, 323 P.2d 700 (1958). The domicile at the time retirement benefits vest determines whether they are divisible upon divorce. See *Gilbert v. Gilbert*, 445 So. 2d 1231 (La. 1984) (determining that federal civil service disability retirement benefits which vested while in Georgia were subject to Georgia's equitable distribution law). It is undisputed that Robert earned and was awarded the disability retirement benefits while he and Cecelia were domiciled in the State of New York. Therefore, New York law governs the divisibility of Robert's disability benefits.

In New York, disability benefits differ from retirement benefits in that they are considered compensation for personal injuries and therefore separate property. *West v. West*, 101 A.D.2d 834, 475 N.Y.S.2d 493 (N.Y. App. Div. 1984). However, when a person has a choice between vested retirement benefits and disability benefits and chooses disability benefits, the disability benefits are characterized as retirement benefits to the extent that the person could have chosen the vested retirement benefits. See *Musumeci v. Musumeci*, 133 Misc.2d 139, 506 N.Y.S.2d 629 (N.Y. Sup. Ct. 1986). But, where retirement benefits are not vested and the party is entitled only to disability benefits, they are viewed as being awards for personal injury and as such, separate property. *Myllette v. Mylette*, 140 Misc.2d 607, 531 N.Y.S.2d 489, 491 (N.Y. Sup. Ct. 1988).

Robert's retirement benefits had not vested and he had no choice other than to accept disability benefits. Thus New York law would treat the benefits as separate property. Therefore, I would reverse.

42 U.S. Code § 407 - Assignment of benefits

(a) In general

The right of any person to any future payment under this subchapter shall not be transferable or assignable, at law or in equity, and none of the moneys paid or payable or rights existing under this subchapter shall be subject to execution, levy, attachment, garnishment, or other legal process, or to the operation of any bankruptcy or insolvency law.

Exhibit "4"

I hereby certify that on the 2nd day of November, 2021, I served a copy of the PLAINTIFF'S SUPPLEMENTAL EXHIBIT: NRS 21.090 - PROPERTY EXEMPT FROM EXECUTION; SLASSI v. LEAVITT; AND POWERS v. POWERS AND 42 U.S.C. § 407 (a) upon the below-listed party by the below designated method:

____ U.S. Mail, postage prepaid

Facsimile Transmission

____ Certified Mail, Receipt No. _____, return receipt requested.

Address: To all registered service contacts pertaining to this case, via the Court's Odyssey filing system.

lorien@willicklawgroup.com
email@willicklawgroup.com
marshal@willicklawgroup.com
Mallory@willicklawgroup.com
deptelc@clarkcountycourts.us

/S/ Jesus Luis Arevalo

PERSON SERVING

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

November 03, 2021

D-11-448514-D Jesus Luis Arevalo, Plaintiff
vs.
Catherine Marie Arevalo, Defendant.

November 03, 2021 10:00 AM All Pending Motions

HEARD BY: Hoskin, Charles J.**COURTROOM:** Courtroom 02**COURT CLERK:** Blanca Madrigal**PARTIES:**

Catherine Arevalo, Defendant, Counter Marshal Willick, Attorney, present
Claimant, present
Jesus Arevalo, Plaintiff, Counter Defendant, Pro Se
present
Luis Arevalo, Subject Minor, not present

JOURNAL ENTRIES

- DEFENDANT'S MOTION FOR AN ORDER TO SHOW CAUSE WHY PLAINTIFF SHOULD NOT BE HELD IN CONTEMPT OF COURT FOR FAILURE TO ABIDE BY THE COURT'S July 20, 2021, ORDER AFTER REMAND, AND ORDER TO COOPERATE IN OBTAINING A LIFE INSURANCE POLICY; AN INDEMNIFICATION QDRO AND ATTORNEY'S FEES AND COSTS AND CLARIFICATIONS...ORDER TO SHOW CAUSE...HEARING

In the interest of public safety due to the Coronavirus pandemic, the matter was heard via VIDEO CONFERENCE through the BlueJeans application.

Court has reviewed Defendant's motion and Plaintiff's response. However, because Plaintiff has been declared vexatious, he has no permission from Court to raise new issues or request relief in filings. He is allowed to oppose any motion but cannot bring additional requests of the Court without permission from the Court.

PRINT DATE:	11/05/2021	Page 1 of 4	Minutes Date:	November 03, 2021
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

Mr. Willick noted that Defendant has since received the insurance cards requested. However, the minor child has not seen the dentist. Counsel requested a final warning that if Plaintiff cancels, obstructs, or interferes with any future medical appointments for the minor child, joint legal custody shall be removed so Defendant may make arrangements for the child to receive proper medical care.

Court requested any historical basis or precedence for Indemnification QDRO. Mr. Willick noted articles and case law from many states provided to show QDRO as legitimate means of collection when other means are unavailable. Counsel argued that Plaintiff is currently \$62,000.00 in arrears and said amount could never be satisfied by Plaintiff's current means. An execution of judgment is insufficient, and pension plans require an Indemnification QDRO. Pension plans do not recognize a standard form of garnishment.

Regarding contempt, Plaintiff claimed that two attempts to obtain a life insurance policy were denied due to his disability and Post-Traumatic Stress Disorder (PTSD), and is not willful contempt because he went to his own physician and completed blood work on his own. Court then asked how he would suggest that Defendant ensure that she and minor child should be protected considering he is unable to qualify for life insurance in accordance with the Court's Order. Another reason given for why he should not be held in contempt for violating orders, Plaintiff claimed that he simply had no means to pay. Plaintiff stated he does not have financial means and cited case laws to say that a disability pension was exempt from the collection of arrears. He claims that the arrears were never certified and noted that the Court would not recognize the case law that he mentioned. Plaintiff further claimed that he never canceled any appointments, that the dental office canceled the appointments.

Mr. Willick stated that the Court might also consider to build up a bank of cash held until one party dies, and the source of which would be the entirety of pension until \$200,000.00 is reached in a savings account. This would eliminate any monthly benefits which Plaintiff would receive for about 6 or 7 years. Counsel argued that Plaintiff had not provided the Court with any evidence for not being capable of having employment income. Regarding medical appointments, records show that Defendant made the appointments, Plaintiff then switched the contact information, and when medical offices called to confirm the appointment, he canceled them. Defendant then offered that he makes the appointments, and Plaintiff refused.

Mr. Willick requested clarification on vacation days, Plaintiff to file a Financial Disclosure Form, and permission to serve the Plaintiff electronically rather than personal service; considering the recent event of process server going to his residence and Plaintiff brandishing a gun on the process server. Plaintiff stated that electronic service rather than personal service would be acceptable.

COURT has ORDERED the following:

PRINT DATE:	11/05/2021	Page 2 of 4	Minutes Date:	November 03, 2021
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

1) The Court finds there is a CLEAR ORDER, and the Plaintiff violated the Court's Order to obtain a Life Insurance policy. The Court believes willful intent existed, but due to the availability of funds, the Court will not issue a finding of contempt. There are no alternative means to satisfy the outstanding judgments; THEREFORE, Defendant's request for an Indemnification QDRO is hereby APPROVED, as an ability to collect on judgments and enforce orders of the Court;

2) Increase in the amount of Judgment is DENIED.

3) Clarification of two (2) week vacation: the Court has ORDERED that vacations take precedence over regular visitation, and no compensatory time shall be provided for visitation or holidays.

4) Modification of legal custody was DENIED. However, Court ADMONISHED the parties not to interfere with any medical appointments of the minor child, or the Court may be inclined to make future legal custody modification.

5) With regard to the Life Insurance Policy: Defendant shall arrange a life insurance broker, and Plaintiff shall cooperate with obtaining the policy. HIPAA is in place, and Plaintiff has the ability to make his medical history private. However, if the Plaintiff cannot obtain the policy, the Court will find alternative means of security and make determinations to impute additional income against the Plaintiff.

6) Electronic Service on Plaintiff IS acceptable in place of personal service, from this point moving forward.

7) Plaintiff's Countermotion is DENIED. Countermotion was filed without the Court's permission.

8) Defendant's request for attorney's fees on the issue of contempt is DENIED; the Court did not issue a finding of contempt. However, the Plaintiff violated the Order of Vexatious Litigant and filed a countermotion without the Court's permission which required the Defendant to file a Reply. Defendant shall be AWARDED ATTORNEY'S FEES with regard to the preparation and filing of the Reply. The Court directed counsel to submit a Brunzell Affidavit and Memorandum of Fees and Costs, leaving a blank in the order for the Court to enter an amount. Said amount shall be REDUCED to JUDGEMENT collectible by any legal means bearing the legal rate of interest until paid in full.

9) Defense counsel SHALL prepare the Order. Case closed upon submission of same.

CLERK'S NOTE: The above minutes were prepared by Trainee Carmen Rodriguez-Vissek and Courtroom Clerk Blanca Madrigal..

PRINT DATE:	11/05/2021	Page 3 of 4	Minutes Date:	November 03, 2021
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

INTERIM CONDITIONS:

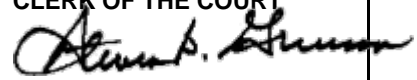
FUTURE HEARINGS:

PRINT DATE:	11/05/2021	Page 4 of 4	Minutes Date:	November 03, 2021
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

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MEMO
WILICK LAW GROUP
MARSHAL S. WILICK, ESQ.
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3591 E. Bonanza Road, Suite 200
Las Vegas, NV 89110-2101
Phone (702) 438-4100; Fax (702) 438-5311
email@willicklawgroup.com
Attorneys for Defendant

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

JESUS LUIS AREVALO,
Plaintiff,

vs.

CATHERINE AREVALO
n/k/a CATHERINE DELAO
Defendant.

CASE NO: D-11-448514-D
DEPT. NO: E

DATE OF HEARING: 11/3/21
TIME OF HEARING: 10:00 A.M.

DEFENDANT'S MEMORANDUM OF FEES AND COSTS

This *Memorandum of Fees and Costs* in the above referenced case is provided to the Court indicating fees and costs expended by the Defendant, Catherine Delao, between October 1, 2021, through November 10, 2021 pursuant to the *Order* from the November 3, 2021, Hearing, wherein the Court found and *ordered*, fees for having to file an Opposition to Jesus' unauthorized counter motion.

1. The Court directed counsel to submit a *Brunzell* Affidavit and *Memorandum of Fees and Costs*, leaving a blank in the order for the Court to enter an amount. Said amount shall be REDUCED to JUDGEMENT collectible by any legal means bearing the legal rate of interest until paid in full.

I. FEES AND COSTS INCURRED

1. Richard L. Crane., is an Associate Attorney for the WILICK LAW GROUP and has produced this *Memorandum of Fees and Costs*.

2. Catherine's billing records in the above referenced case from October 1, 2021, through November 10, 2021, reflect the following time entries from WILICK LAW GROUP staff, a detailed summary of which is attached as Exhibit "A":

Paralegal time non-billable:	.1	@	\$0.00	\$0.00
Paralegal time:	6.2	@	\$175.00	\$1,085.00
Associate time:		@	\$250.00	\$0.00
Associate time:		@	\$375.00	\$0.00
Associate time:	.1	@	\$400.00	\$40.00
Associate time non-billed:	.5	@	\$0.00	\$0.00
Mr. Willick's time:	4.4	@	\$600.00	\$2,640.00
Mr. Willick's non-billed time:	3.5	@	\$0.00	\$0.00
TOTAL SERVICES				\$3,765.00

3. Total Hours Expended Case to Date:	14.8
4. Total Costs Case to Date:	\$57.25
5. Total Fees Case to Date:	\$3765.00
6. Total Interest Case to Date:	\$0.00
7. Total Fees, Costs, and Interest Case to Date:	\$3,822.25

8. Time designated as "No Charge" on Catherine's billing statement was not charged to Catherine by her counsel, and is not included in the total amounts of attorneys' fees incurred by Catherine, as set forth above.

II. LIMITED LEGAL ARGUMENT

A. Legal Basis

The fees requested are reasonable after considering the argument and documents presented by Catherine, and pursuant to the grounds clearly set forth in the Court's Decision including NRS 18.010 and EDCR 7.60.

B. Disparity in Income

The Court must also consider the disparity in the parties' income pursuant to *Miller*¹ and *Wright v. Osburn*.² Therefore, parties seeking attorney's fees in family law cases must support their fee request with affidavits or other evidence that meets the factors in *Brunzell*³ and *Wright*⁴. We will provide the *Brunzell* analysis below. As to *Wright*, the holding is minimal. It specifically says:

The disparity in income is also a factor to be considered in the award of attorney fees. It is not clear that the district court took that factor into consideration.⁵

The Court did not hold that the decision of the award of attorney's fees hinged on a disparity in income. Only that it is one of the many factors that must be considered.

C. Brunzell Factors

With specific reference to Family Law matters, the Court has adopted "well-known basic elements," which in addition to hourly time schedules kept by the

¹ 121 Nev. 619, 119 P. 3d 727 (2005).

² 114 Nev. 1367, 1370, 970 P.2d 1071, 1073 (1998).

³ *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969).

⁴ 114 Nev. 1367, 970 P.2d 1071 (1998).

⁵ *Id.* at 1370, 970 P.2d at 1073 (1998).

attorney, are to be considered in determining the reasonable value of an attorney's services qualities, commonly referred to as the *Brunzell*⁶ factors:

1. *The Qualities of the Advocate*: his ability, his training, education, experience, professional standing and skill.
2. *The Character of the Work to Be Done*: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation.
3. *The Work Actually Performed by the Lawyer*: the skill, time and attention given to the work.
4. *The Result*: whether the attorney was successful and what benefits were derived.

Each of these factors should be given consideration, and no one element should predominate or be given undue weight.⁷ Additional guidance is provided by reviewing the "attorney's fees" cases most often cited in Family Law.⁸

The *Brunzell* factors require counsel to make a representation as to the "qualities of the advocate," the character and difficulty of the work performed, the work actually performed by the attorney, and the result obtained.

First, respectfully, we suggest that the supervising counsel is A/V rated, a peer-reviewed and certified (and re-certified) Fellow of the American Academy of Matrimonial Lawyers, and a Certified Specialist in Family Law.

As to the "character and quality of the work performed," we ask the Court to find our work in this matter to have been adequate, both factually and legally; we have diligently reviewed the applicable law, explored the relevant facts, and believe that we have properly applied one to the other.

⁶ *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

⁷ *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005).

⁸ Discretionary Awards: Awards of fees are neither automatic nor compulsory, but within the sound discretion of the Court, and evidence must support the request. *Fletcher v. Fletcher*, 89 Nev. 540, 516 P.2d 103 (1973); *Levy v. Levy*, 96 Nev. 902, 620 P.2d 860 (1980); *Hybarger v. Hybarger*, 103 Nev. 255, 737 P.2d 889 (1987).

1 The fees charged by paralegal staff are reasonable, and compensable, as well.
2 The tasks performed by staff in this case were precisely those that were “some of the
3 work that the attorney would have to do anyway [performed] at substantially less cost
4 per hour.”⁹ As the Nevada Supreme Court reasoned, “the use of paralegals and other
5 nonattorney staff reduces litigation costs, so long as they are billed at a lower rate,”
6 so “‘reasonable attorney’s fees’ . . . includes charges for persons such as paralegals
7 and law clerks.”

8 Mallory Yeargan, paralegal with the WILLICK LAW GROUP, was assigned
9 to Catherine’s case. Mallory has been a paralegal for a total of 17 years, and has
10 assisted attorneys in complex family law cases for several years.

11 Finally, as evidenced by the Court’s findings and orders issued on November
12 3, 2021, the work performed by the WILLICK LAW GROUP was successful and
13 resulted in Catherine being the prevailing party.

14 **DATED** this 18th day of November, 2021.

15 Respectfully Submitted By:
16 WILLICK LAW GROUP

17 // s // Richard L. Crane, Esq.

18 **MARSHAL S. WILLICK, ESQ.**
19 Nevada Bar No. 2515
20 **RICHARD L. CRANE, ESQ.**
21 Nevada Bar No. 9536
22 3591 E. Bonanza, Suite 200
23 Las Vegas, Nevada 89110-2101
24 (702) 438-4100 Fax (702) 438-5311
25 Attorneys for Defendant

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27
28 ⁹ *LVMPD v. Yeghiazarian*, 129 Nev. 760, 312 P.3d 503 (2013) citing to *Missouri v. Jenkins*,
491 U.S. 274 (1989).

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2. I am an attorney duly licensed to practice law in the State of Nevada, I am employed by the WILLICK LAW GROUP, and I am one of the attorneys representing the Defendant, Catherine Delao.

3. I have personal knowledge of the above costs and disbursements expended, and the items contained in the above memorandum are true and correct to the best of my knowledge and belief. In addition, said disbursements have been necessarily incurred and paid in this action.

I declare under penalty of perjury, under the laws of the State of Nevada and the United States (NRS 53.045 and 28 U.S.C. § 1746), that the foregoing is true and correct.

EXECUTED this 18th day of November, 2021.

// s // Richard L. Crane, Esq.

RICHARD L. CRANE, ESQ.

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW
3 GROUP and that on this 18th day of November, 2021, I caused the above and foregoing
4 document to be served as follows:

- 5 [X] Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and
6 Administrative Order 14-2 captioned "In the Administrative Matter of
7 Mandatory Electronic Service in the Eighth Judicial District Court," by
8 mandatory electronic service through the Eighth Judicial District Court's
9 electronic filing system;
- 10 [] by placing same to be deposited for mailing in the United States Mail,
11 in a sealed envelope upon which first class postage was prepaid in Las
12 Vegas, Nevada;
- 13 [] pursuant to EDCR 7.26, to be sent via facsimile, by duly executed
14 consent for service by electronic means;
- 15 [] by hand delivery with signed Receipt of Copy.

16 To the litigant(s) listed below at the address, email address, and/or facsimile
17 number indicated below:

18 Mr. Jesus Luis Arevalo
19 4055 Box Canyon Falls
20 Las Vegas, NV 89085
21 wraith702@gmail.com
22 *Plaintiff in Proper Person*

23 /s/ Mallory Yeargan

24 An Employee of the Willick Law Group

25 P:\wp19\DELAO,C\DRAFTS\00530877.WPD/my

EXHIBIT “A”

EXHIBIT “A”

EXHIBIT “A”

Willick Law Group
3591 E. Bonanza Rd., Suite 200
Las Vegas, Nevada 89110-2101
Web page: www.willicklawgroup.com
Billing Q&A faith@willicklawgroup.com

November 12, 2021

Ms. Catherine Delao
7661 N. Jones Boulevard
Las Vegas, Nevada 89131

File Number: 19-078.UNBUNDPOST

email: cat.delao@yahoo.com

RE: Delao adv. Arevalo, Jesus
D-11-448514-D

Statement of Account for Services Rendered Through November 12, 2021

Previous Balance Due \$ 314.06

Professional Services

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
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MY	Edit Reply to Opposition to Motion for Order to Show Cause et. al.	0.20	35.00
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MY	Office meeting with Marshal re: Order from March 23, 2021	0.10	17.50
MY	Per Marshal: Search for court orders for vexatious litigant order	0.20	35.00
LKC	Review and respond to Mr. Willick re information in Reply relating to the vexatious litigant orders.	0.10	40.00
MSW	Review and Revise Reply after reviewing Cat's responses to Opposition. Associated emails.	2.60	1,560.00
MSW	Additional time actually expended on this matter, but not charged to Client as directed by Marshal Willick. NO CHARGE	2.00	N/C

MY	Office meeting with Marshal re: burial allowance	0.10	17.50
MSW	Review and Revise Reply after some legal research and a conference with Mr. Crane; associated emails.	1.20	720.00
MSW	Additional time actually expended on this matter, but not charged to Client as directed by Marshal Willick. NO CHARGE	1.50	N/C

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Friday, October 22, 2021			
MY	Edit Reply to Opposition to Motion for Order to Show Cause; Draft Exhibits to Oppositions to Motion for Order to Show Cause; Bates stamp exhibits	0.80	140.00
MY	Office meeting with Marshal re: statement from Process Server	0.10	17.50
MY	Combine documents to Exhibits to Reply to Opposition to Motion for Order to Show Cause, et. al.	0.10	17.50
MY	Office meeting with Marshal re: edits to reply	0.10	17.50
Saturday, October 23, 2021			
MSW	Review and Revise Reply; final edits.	0.20	120.00
Monday, October 25, 2021			
MY	Prepare and submit Reply and corresponding exhibits to Plaintiff's Opposition to Defendant's Motion for Order to Show Cause Why Plaintiff Should Not be Held in Contempt of Court for Failure to Abide by the Court's July 30, 2021, Order After Remand, and Order to Cooperate in Obtaining a Life Insurance Policy; an Indemnification QDRO and Attorney's Fees and Costs and Clarifications, and Opposition to "Plaintiff's Countermotion to Establish Statutory Child Support and Child Support Arrearages Due to Fraud; to Confirm Plaintiff is Unable rather than Unwilling to Obtain Life Insurance; for Court to Accept CPS/Actuary Figures for Defendant's Community Property Interest in Plaintiff's Pension; Award of Attorney Fees Pursuant to Miller v. Wilfong; and Related Relief", for filing with the Court.	0.50	87.50
Wednesday, November 3, 2021			
MY	Office meeting with Marshal re: email from Catherine	0.10	17.50
MY	Telephone Conference with Cat re: Vacation issues	0.20	35.00
MY	Office meetings with Marshal re: updates for hearing on November 3, 2021.	0.10	17.50
MY	Attend hearing on November 3, 2021.	1.10	192.50
MY	Second office meeting with Marshal and Richard Crane re: Court orders	0.10	17.50
MY	Telephone Conference with Cat re: next steps	0.10	17.50
MY	Request hearing video from November 3, 2021.	0.10	17.50

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
MSW	Prepare for and attend hearing in Dept. E.	1.60	960.00
RLC	Attend hearing on OSC. NO CHARGE	0.50	N/C
Thursday, November 4, 2021			
MY	Request hearing video from November 3, 2021.	0.20	35.00
MY	Download and save hearing video from November 3, 2021. NO CHARGE	0.10	N/C
MY	Begin drafting Order from November 3, 2021.	0.40	70.00

Summary of Services

LKC	Lorien K. Cole	0.10 hrs @ 400.00	\$ 40.00
MSW	Marshal S. Willick	6.00 hrs @ 600.00	\$ 3,600.00
MSW	Marshal S. Willick	3.50 hrs @ 0.00	N/C
MY	Mallory Yeargan	8.50 hrs @ 175.00	\$ 1,487.50
MY	Mallory Yeargan	0.40 hrs @ 0.00	N/C
RLC	Rick L. Crane	5.20 hrs @ 400.00	\$ 2,080.00
RLC	Rick L. Crane	0.50 hrs @ 0.00	N/C

Total Professional Services

\$ 7,207.50

Costs and Disbursements

<u>Date</u>	<u>Description</u>	<u>Amount</u>
10/25/21	Efiling of document(s): Reply to Plaintiff's Opposition [Motion for Order to Show Cause]; Exhibits to Reply	3.50
11/04/21	Rev.com: transcribe hearing on 11/3/21	<u>53.75</u>
Total Costs and Disbursements		<u>\$ 120.45</u>
TOTAL NEW CHARGES		<u>\$ 7,327.95</u>

PAYMENTS AND CREDITS

10/11/21	Applied from Retainer to fee charges	-646.56
10/11/21	Applied from Retainer to cost charges	-32.66
10/25/21	Applied from Retainer to fee charges	-5,280.00
10/25/21	Applied from Retainer to cost charges	-63.20
11/10/21	Applied from Retainer to fee charges	-1,700.00
11/10/21	Applied from Retainer to cost charges	<u>-53.75</u>
Total Payments and Credits		<u>\$ -7,776.17</u>

Retainer Account

Retainer Balance Forward		\$ 10,000.00
10/11/21	Applied from Retainer to fee charges	-646.56
10/11/21	Applied from Retainer to cost charges	-32.66
10/25/21	Applied from Retainer to fee charges	-5,280.00
10/25/21	Applied from Retainer to cost charges	-63.20
11/10/21	Applied from Retainer to fee charges	-1,700.00
11/10/21	Applied from Retainer to cost charges	<u>-53.75</u>
New Retainer Account Balance		\$ 2,223.83

SUMMARY OF ACCOUNT

Balance Forward	\$ 314.06
Total New Charges	7,327.95
Payments, credits, and/or retainer used	<u>-7,776.17</u>
TOTAL AMOUNT DUE	\$ 0.00

PREBILL FOR FILE 19-078.UNBUNDPOST PREPARED 11/12/21 FOR ACTIVITY FROM 10/01/21 THROUGH 11/12/21

Ms. Catherine Delao
7661 N. Jones Boulevard
Las Vegas, Nevada 89131

email: cat.delao@yahoo.com

RE: Delao adv. Arevalo, Jesus
D-11-448514-D

Home Phone: (702)
Business Phone: (702)
Fax Number: (702)
Cell Phone: (702)

Email: cat.delao@yahoo.com
ORIGINATING ATTY: MSW

Hourly Rate using Rate Schedule 22. Statement Format 1
Simple interest at APR of 18.00% will be charged on amounts past due 30 days
Retainer Funds will be applied against all charges
Client must maintain minimum balance of \$5000.00 in Retainer Account

File Opened 11/26/19. Last Billed 11/10/21 for Activity through 11/10/21
Last Payment: 11/10/21 - \$1753.75

Ref #	Date	Atty	Description	Hours	Rate	Amount
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664951	11/10/21	MY	Begin drafting Order from November 3, 2021, Hearing	1.50	175	262.50
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Summary of Services

MSW	Marshal S. Willick	0.20 hrs @ 600.00	\$ 120.00
MY	Mallory Yeargan	0.20 hrs @ 0.00	N/C
MY	Mallory Yeargan	1.60 hrs @ 175.00	\$ 280.00

Total Professional Services	2.00	\$ 400.00
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TOTAL NEW CHARGES \$ 400.00

PAYMENTS AND CREDITS

Applied from Retainer to fee charges	-400.00
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Total Payments and Credits	\$ -400.00
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Retainer Account

Retainer Balance Forward	\$ 2,223.83
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11/12/21 Applied from Retainer to fee charges	-400.00
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New Retainer Account Balance	\$ 1,823.83
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Please remit an additional \$3176.17 to replenish your retainer
account balance

SUMMARY OF ACCOUNT

Balance Forward	\$ 0.00
Total New Charges	400.00
Payments, credits, and/or retainer used	-400.00
Additional Retainer Due	\$ 3,176.17

TOTAL AMOUNT DUE	\$ 3,176.17
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Total Hours to Date	346.20
Total Fees Case to Date	87,060.00
Total Costs Case to Date	753.41
Total Payments Case to Date	87,188.41
Total Credits Case to Date	625.00

Email addresses: [staff member's first name]@willicklawgroup.com
Be well; stay safe.