

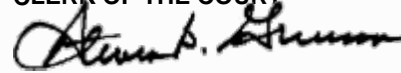
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FILING CODE: FDF

Name: JESUS LUIS AREVALO  
Address: 4055 BOX CANYON FALLS  
NORTH LAS VEGAS, NV 89085  
Phone: 702-813-1829  
Email: WRATH702@GMAIL.COM  
Attorney for \_\_\_\_\_  
Nevada State Bar No. \_\_\_\_\_

Electronically Filed  
6/10/2022 9:49 AM  
Steven D. Grierson  
CLERK OF THE COURT



8TH \_\_\_\_\_ Judicial District Court

CLARK COUNTY \_\_\_\_\_, Nevada

<u>JESUS LUIS AREVALO</u> <b>Plaintiff,</b>  <b>vs.</b> <u>CATHERINE AREVALO CATHERINE DELAC</u> <b>Defendant.</b>	<b>Case No.</b> <u>D-11-448514-D</u>  <b>Dept.</b> <u>E</u>
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### GENERAL FINANCIAL DISCLOSURE FORM

#### A. Personal Information:

1. What is your full name? (*first, middle, last*) JESUS LUIS AREVALO
2. How old are you? 44
3. What is your date of birth? 08/14/1977
4. What is your highest level of education? \_\_\_\_\_

#### B. Employment Information:

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

☒ No

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

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

2. Are you disabled? (☒ check one)

☐ No

☒ Yes

If yes, what is your level of disability? 100%

What agency certified you disabled? NVPERS/LVMPD

What is the nature of your disability? PTSD

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

Prior Employer: LVMPD Date of Hire: 02/12/02 Date of Termination: 10/17/2013  
Reason for Leaving: TOTAL AND PERMANENT DISABILITY RETIREMENT ALLOWANCE

## Monthly Personal Income Schedule

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

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

### B. Determine your Gross Monthly Income.

Hourly Wage

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

Annual Salary

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

### C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay			
Pension/Retirement:	MONTHLY		\$2,671.39
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support			
Child Support			
Workman's Compensation			
Other:			
Total Average Other Income Received			\$2,671.39

Total Average Gross Monthly Income (add totals from B and C above)	\$2,671.39
--------------------------------------------------------------------	------------

**D. Monthly Deductions**

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	
2.	Federal Health Savings Plan	
3.	Federal Income Tax	131.00
4.	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	0.00
5.	Life, Disability, or Other Insurance Premiums	
6.	Medicare	
7.	Retirement, Pension, IRA, or 401(k)	
8.	Savings	
9.	Social Security	
10.	Union Dues	
11.	Other: (Type of Deduction)	
<b>Total Monthly Deductions (Lines 1-11)</b>		<b>131.00</b>

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

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

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

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

### Personal Expense Schedule (Monthly)

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

Expense	Monthly Amount I Pay	For Me ☐	Other Party ☐	For Both ☐
Alimony/Spousal Support				
Auto Insurance	248.18			
Car Loan/Lease Payment	212.00			
Cell Phone	60.00			
Child Support (not deducted from pay)				
Clothing, Shoes, Etc...				
Credit Card Payments (minimum due)	630.00			
Dry Cleaning				
Electric	84.88			
Food (groceries & restaurants)	895.62			
Fuel	154.00			
Gas (for home)	130.73			
Health Insurance (not deducted from pay)	222.00			
HOA				
Home Insurance (if not included in mortgage)	15.11			
Home Phone				
Internet/Cable	102.08			
Lawn Care	80.00			
Membership Fees	30.00			
Mortgage/Rent/Lease				
Pest Control				
Pets				
Pool Service				
Property Taxes (if not included in mortgage)	111.98			
Security				
Sewer				
Student Loans				
Unreimbursed Medical Expense				
Water				
Other:	150.00			
<b>Total Monthly Expenses</b>	<b>3,126.58</b>			

### Household Information

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

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 <sup>st</sup>	LUIS JESUS AREVALO	08/28/09	BOTH	YES	NO
2 <sup>nd</sup>	AVIANNA V. AREVALO	04/09/16	ME	NO	NO
3 <sup>rd</sup>	UNBORN CHILD BABY	12/30/22	ME	NO	
4 <sup>th</sup>	AALIYAH	03/30/07	ME	NO	NO

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

Type of Expense	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child	4 <sup>th</sup> Child
Cellular Phone	60.00			
Child Care				
Clothing	60.00	30.00		
Education				
Entertainment	24.99	10.00		
Extracurricular & Sports				
Health Insurance (if not deducted from pay)	20.00			
Summer Camp/Programs				
Transportation Costs for Visitation	20.00			
Unreimbursed Medical Expenses	55.00			
Vehicle				
Other:				
<b>Total Monthly Expenses</b>	<b>239.99</b>	<b>40.00</b>	<b>0.00</b>	<b>0.00</b>

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

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution
VERONICA SELL	38	SPOUSE	

### Personal Asset and Debt Chart

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

Line	Description of Asset and Debt Thereon	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.		\$	-	\$	=	\$ 0.00	
2.		\$	-	\$	=	\$ 0.00	
3.		\$	-	\$	=	\$ 0.00	
4.		\$	-	\$	=	\$ 0.00	
5.		\$	-	\$	=	\$ 0.00	
6.		\$	-	\$	=	\$ 0.00	
7.		\$	-	\$	=	\$ 0.00	
8.		\$	-	\$	=	\$ 0.00	
9.		\$	-	\$	=	\$ 0.00	
10.		\$	-	\$	=	\$ 0.00	
11.		\$	-	\$	=	\$ 0.00	
12.		\$	-	\$	=	\$ 0.00	
13.		\$	-	\$	=	\$ 0.00	
14.		\$	-	\$	=	\$ 0.00	
15.		\$	-	\$	=	\$ 0.00	
<b>Total Value of Assets (add lines 1-15)</b>		<b>\$ 0.00</b>	-	<b>\$ 0.00</b>	=	<b>\$ 0.00</b>	

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

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
<b>Total Unsecured Debt (add lines 1-6)</b>		<b>\$ 0.00</b>	

## CERTIFICATION

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

1. I (have/have not) HAVE NOT retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$0 on my behalf.
3. I have a credit with my attorney in the amount of \$0.00.
4. I currently owe my attorney a total of \$0.00.
5. I owe my prior attorney a total of \$ 0.00.

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

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

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

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

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

/s/ JESUS LUIS AREVALO  
Signature

06/10/2022  
Date

## CERTIFICATE OF SERVICE

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

That on (date) JUNE 10, 2022, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

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

\_\_\_\_\_

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

FILE VIA ODYSSEY EFILE/ESERVE

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

herein to: \_\_\_\_\_

Executed on the 10 day of JUNE, 2022.

/s/ JESUS LUIS AREVALO

Signature



## Public Employees' Retirement System of Nevada

693 W. Nye Lane, Carson City, NV 89703 (775) 687-4200 - Fax (775) 687-5131  
5740 S. Eastern Ave., Suite 120, Las Vegas, NV 89119 (702) 486-3900 - Fax (702) 678-6934  
Toll Free 1-866-473-7768 Website [www.nvpers.org](http://www.nvpers.org)

JESUS L AREVALO  
6935 ALIANTE PKWY PMB 286 STE  
NORTH LAS VEGAS, NV 89084-5819

**DEPOSIT DATES MAY VARY DUE TO  
OFF-SITE DATA PROCESSING BY  
SOME BANKING INSTITUTIONS.**

636

### ELECTRONIC FUNDS TRANSFER NOTICE - PERS FUND

#1017634

SCHEDULED  
DEPOSIT DATE:

**05/25/2022**

GROSS AMOUNT:

**2,671.39**

RECEIVED YEAR TO  
DATE:

**13,356.95**

DEDUCTIONS:

**131.00**

TAXABLE YEAR TO DATE:

**13,356.95**

DEPOSIT:

**2,540.39**

RECEIVED TO DATE:

**288,808.89**

DEDUCTIONS:

MONTHLY  
AMOUNT

YEAR TO DATE  
AMOUNT

Federal Tax

**131.00**

**655.00**

### REMINDER:

PLEASE NOTIFY PERS IN WRITING OF CHANGES TO YOUR MAILING ADDRESS

CHECK DATES FOR 2022: 1/26/2022 2/23/2022 3/28/2022

4/26/2022 5/25/2022 6/27/2022 7/26/2022 8/26/2022

9/27/2022 10/25/2022 11/23/2022 12/27/2022

Go Paperless and view EFT notices online up to 18 months.



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JESUS L AREVALO  
6935 ALIANTE PKWY PMB 286 STE  
NORTH LAS VEGAS, NV 89084-5819

**DEPOSIT DATES MAY VARY DUE TO  
OFF-SITE DATA PROCESSING BY  
SOME BANKING INSTITUTIONS.**

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### ELECTRONIC FUNDS TRANSFER NOTICE - PERS FUND

#1017634

SCHEDULED  
DEPOSIT DATE:

**04/26/2022**

GROSS AMOUNT:

**2,671.39**

RECEIVED YEAR TO  
DATE:

**10,685.56**

DEDUCTIONS:

**131.00**

TAXABLE YEAR TO DATE:

**10,685.56**

DEPOSIT:

**2,540.39**

RECEIVED TO DATE:

**286,137.50**

DEDUCTIONS:

MONTHLY  
AMOUNT

YEAR TO DATE  
AMOUNT

Federal Tax

**131.00**

**524.00**

### REMINDER:

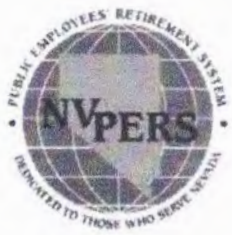
PLEASE NOTIFY PERS IN WRITING OF CHANGES TO YOUR MAILING ADDRESS

CHECK DATES FOR 2022: 1/26/2022 2/23/2022 3/28/2022

4/26/2022 5/25/2022 6/27/2022 7/26/2022 8/26/2022

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JESUS L AREVALO  
STE 104 #286  
6935 ALIANTE PKWY  
NORTH LAS VEGAS, NV 89084

**DEPOSIT DATES MAY VARY DUE TO  
OFF-SITE DATA PROCESSING BY  
SOME BANKING INSTITUTIONS.**

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### ELECTRONIC FUNDS TRANSFER NOTICE - PERS FUND

#1017634

SCHEDULED  
DEPOSIT DATE:

**03/28/2022**

GROSS AMOUNT:

**2,671.39**

RECEIVED YEAR TO  
DATE:

**8,014.17**

DEDUCTIONS:

**131.00**

TAXABLE YEAR TO DATE:

**8,014.17**

DEPOSIT:

**2,540.39**

RECEIVED TO DATE:

**283,466.11**

DEDUCTIONS:

MONTHLY  
AMOUNT

YEAR TO DATE  
AMOUNT

Federal Tax

**131.00**

**393.00**

### REMINDER:

PLEASE NOTIFY PERS IN WRITING OF CHANGES TO YOUR MAILING ADDRESS

CHECK DATES FOR 2022: 1/26/2022 2/23/2022 3/28/2022

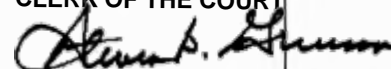
4/26/2022 5/25/2022 6/27/2022 7/26/2022 8/26/2022

9/27/2022 10/25/2022 11/23/2022 12/27/2022

Go Paperless and view EFT notices online up to 18 months.

47

47



EXMT

Jesus Arevalo

(Your name)

6935 Aliante Pkwy Ste.104 #286

(Address)

North Las Vegas, NV, 89084

(City, state, zip code)

(702)-813-1829

(Telephone number)

wrath702@gmail.com

(Fax/E-mail address)

☒ Plaintiff/ ☐ Defendant, In Proper Person

☐ Other (insert party designation) \_\_\_\_\_, In Proper Person

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

Jesus Luis Arevalo

Plaintiff,

-VS-

Catherine Delao

Defendant.

CASE NO. D-11-448514-D

DEPT. NO. E

**EX PARTE MOTION FOR CONTINUANCE**

COMES NOW, the ☒ Plaintiff ☐ Defendant in the above-entitled matter and moves this Honorable Court for an Order granting a continuance. This motion is brought in good faith and is based on the following:

1. There is a hearing currently scheduled in the above-referenced case on

(insert date of hearing) June 15, 2022 at (insert time of hearing) 10:00 ☒ am / ☐ pm.

2. The other party will not agree to continue the hearing date because (explain why the other party will not agree to change the court date):

They are not agreeable to a continuane because they requested a hearing in

chambers but it was delayed due to my filing of the opposition and requesting an

oral argument, They said they were not responsible for my technological problems.

- 1 3. I am requesting a change to the court date because *(explain why you want to change the court date)*:  
2 My computer containing all files necessary for the hearing broke down and is  
3 estimated to be repaired in about a week. I need the files to effectively present  
4 my case and argue my position. (See Exhibit 1)  
5 4. If granted, I ask the court to reschedule the court date to *(give a month/week/date that you suggest for the*  
6 *new court date, e.g. "after April 1, 20XX" or "any other Monday or Wednesday after October 15, 20XX")*:  
7 At one week after the filing of this request.  
8

9 I respectfully request the Court continue the court date as requested above, and any other  
10 relief as the Court finds appropriate.

11 DATED THIS 13 day of June, 2022.

12 /s/Jesus Arevalo

13 (Signature)

14 Jesus Arevalo

15 (Your name)

16 **DECLARATION IN SUPPORT OF MOTION**

17 I declare under penalty of perjury under the law of the State of Nevada that the foregoing  
18 and following are true and correct:

19 I am the Movant in the above-entitled action. I have read the foregoing Ex Parte Motion  
20 for Continuance, and know the contents thereof. The Motion is true of my own knowledge  
21 except as to those matters based on information and belief, and as to those matters, I believe  
22 them to be true.

23 DATED THIS 13 day of June, 2022.

24 /s/Jesus Arevalo

25 (Signature)

26 Jesus Arevalo

27 (Your name)  
28

# **EXHIBIT 1**

**UBREAKIFIX.**

6436 N. Decatur Blvd.  
Las Vegas, NV 89131  
725-220-6300  
Centennialnv@ubreakifix.com

6/13/2022

To whom it may concern,

Jesus brought in his device for us to source a display. Time quoted 1-2 days, the display is cracked and he is aware it could get worse sourcing the display. We were able to source a display for replacement that should arrive in 3-5 business days from time of order, the full repair cost is \$450.00+ tax. As of now the parts are still available, but price may vary depending on Part availability.

Best regards,

Joseph Westling / Lavone Bailey -Manager, uBreakiFix by Asurion

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## Divorce - Complaint

## COURT MINUTES

June 15, 2022

D-11-448514-D      Jesus Luis Arevalo, Plaintiff  
vs.  
Catherine Marie Arevalo, Defendant.

**June 15, 2022      10:00 AM      All Pending Motions**

**HEARD BY:**      Hoskin, Charles J.      **COURTROOM:** Courtroom 02

**COURT CLERK:**      Madrigal, Blanca

**PARTIES PRESENT:**

**Catherine Marie Arevalo, Counter Claimant,      Marshal Shawn Willick, Attorney, Present**  
**Defendant, Present**

**Jesus Luis Arevalo, Counter Defendant, Plaintiff,      Pro Se**  
**Present**

**Luis Jesus Arevalo, Subject Minor, Not Present**

**JOURNAL ENTRIES**

DEFENDANT'S MOTION FOR ENTRY OF AN INDEMNIFICATION QDRO AND ATTORNEY'S FEES AND COSTS...PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION...DEFENDANT'S REPLY TO PLAINTIFF'S OPPOSITION

All parties present by video conference through the BlueJeans Application.

The Court NOTED that Plaintiff filed an exparte motion to continue this matter.

Plaintiff moved for a continuance because his laptop was knocked off the table and 80 to 90% of his documents, points and authorities and oral arguments were lost. His mother purchased a new computer for him and all documents would be transferred.

Mr. Willick objected and advised that his client took time off work, and his office emailed Plaintiff copies of pleadings.

COURT ORDERED, Plaintiff's Motion to Continue is GRANTED. All Matters CONTINUED to 6/22/2022 at 10:00 AM. This Minute Order shall suffice, and a written order is not required according to EDCR 5.601.

**INTERIM CONDITIONS:****FUTURE HEARINGS:**

Jun 22, 2022 10:00AM Motion  
Courtroom 02 Hoskin, Charles J.

Jun 22, 2022 10:00AM Opposition  
Courtroom 02 Hoskin, Charles J.

Jun 22, 2022 10:00AM Opposition  
Courtroom 02 Hoskin, Charles J.

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint****COURT MINUTES****June 22, 2022**

D-11-448514-D      Jesus Luis Arevalo, Plaintiff  
vs.  
Catherine Marie Arevalo, Defendant.

**June 22, 2022      10:00 AM      All Pending Motions**

**HEARD BY:**      Hoskin, Charles J.      **COURTROOM:** Courtroom 02

**COURT CLERK:**      Mansfield, Quentin

**PARTIES PRESENT:**

**Catherine Marie Arevalo, Counter Claimant,      Marshal Shawn Willick, Attorney, Present**  
**Defendant, Present**

**Jesus Luis Arevalo, Counter Defendant, Plaintiff,      Pro Se**  
**Present**

**Luis Jesus Arevalo, Subject Minor, Not Present**

**JOURNAL ENTRIES**

DEFENDANT'S MOTION FOR ENTRY OF AN INDEMNIFICATION QDRO AND ATTORNEY'S FEES AND COSTS... PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION FOR ENTRY OF AN INDEMNIFICATION QDRO AND ATTORNEY'S FEES AND COSTS... OPPOSITION: REPLY TO "PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION FOR ENTRY OF AN INDEMNIFICATION QDRO AND ATTORNEY'S FEES AND COSTS"

All parties and counsel were present via VIDEO CONFERENCE through the BlueJeans application.

The Court NOTED the papers and pleadings on file and reviewed the history of the case. The Court NOTED it authorized an Indemnification QDRO previously and requested Mr. Willick to clarify Defendant's Motion. Mr. Willick represented that a physical signature on the order was necessary to effectuate the QDRO. Mr. Willick represented that the QDRO was conditioned upon whether or not Plaintiff would be able to obtain an insurance policy. Mr. Willick stated Defendant delayed the filing of her Motion to allow for an insurance agent to contact Plaintiff regarding the insurance policy which Plaintiff never secured. Mr. Willick maintained that the insurance agent was able to contact Plaintiff and argued that Plaintiff also had the insurance agent's name and information to contact them himself in order to secure an insurance policy. Mr. Willick argued that there has been no further contact from the insurance agent that an insurance policy was secured. Mr. Willick requested that the Court sign the Indemnification QDRO due to Defendant's alleged failure to obtain an insurance policy.

Upon inquiry of the Court, Mr. Willick argued that the award of fees was determined by the Court. Mr. Willick argued that PERS would only follow Orders of the Court. Upon further inquiry of the Court, Mr. Crane stated that Indemnification QDROs are subject to review under NRS 286 and approval by an executive officer who may delegate the approval authority to another officer. Mr. Crane stated the QDRO was already preapproved and will be accepted upon signature. Mr. Crane also noted that NRS 286 held that any independent action won't be taken to collect arrearages or fees without a Court Order including a dollar amount or percentage.

Plaintiff, Jesus Arevalo, acknowledged that the Court ordered the Indemnification QDRO, but cited the 11/03/2021 Order that ordered that a percentage or dollar amount would not be included due to

the rules of PERS. Plaintiff argued that QDROs could still be denied if they did not meet the provisions of NRS 286. Plaintiff argued that Mr. Willick misquoted NRS 286.6703 and read the statute verbatim into the record. Plaintiff argued that PERS was labeled as a trust fund and disability coming from trust funds was not to be garnished. Plaintiff alleged that he spoke to PERS and was informed that the proposed QDRO would be in compliance, but further alleged that PERS indicated they did not receive any Orders from the Court. Plaintiff alleged that PERS never received the Order indicating that a dollar amount or percentage would not be included. Plaintiff referenced his previous Motions set before Judge Duckworth and noted that child support had been set at zero. Plaintiff cited *Reahm v. Reahm* and argued that there was a difference between disability and service retirement.

Upon inquiry of the Court, Plaintiff affirmed he was arguing that the QDRO could not be attached due to Plaintiff's disability. Upon further inquiry of the Court, Plaintiff argued that the determination was to be made by the Court and not PERS. Plaintiff argued that disability retirement was his sole and separate property. The Court NOTED the question before the Court was whether or not the Plaintiff's disability retirement could be executed upon based on other Court Orders. Plaintiff argued the Court could not execute the disability retirement according to case law based on it not being a service retirement and Plaintiff having not reached the age of 60. The Court NOTED that Plaintiff was arguing that the Court did not have the ability to distribute the disability retirement under community property law. Plaintiff maintained that PERS implemented the QDRO inconsistently with Nevada law. Plaintiff argued the funds were distributed incorrectly and not in accordance with the current QDRO and Indemnification QDRO. The Court NOTED that the QDRO would not become effective even with the Court's signature if PERS did not qualify it.

Plaintiff alleged that PERS assumes that QDROs are compliant with the rules and takes them at face value. Plaintiff argued that PERS was not notified by Mr. Willick that Plaintiff was disabled in order to get more money for his client, the Defendant. Plaintiff argued this was a gross misdemeanor under NRS 286.820 and constituted withholding information.

Upon inquiry of the Court, Plaintiff stated he received an email from the life insurance broker indicating that he would be contacted by two additional people. Plaintiff stated he was contacted by someone from Zurich Insurance Group, but had heard nothing back. Plaintiff stated he was also involved in email communication with the Defendant and a Chris Lopez, but had never received a phone call. Plaintiff stated he spoke to Chris Lopez further and complied with his requests of the Plaintiff. Plaintiff alleged that Mr. Willick asked Mr. Lopez to sign something stating Plaintiff did not qualify for a life insurance policy. Plaintiff stated he learned this from a conversation with Mr. Lopez and acknowledged it would be hearsay.

Upon inquiry of the Court, Plaintiff stated he was in contact with a representative from Zurich Insurance Group and further stated that he also contact Mr. Lopez. Plaintiff maintained he received no phone calls from Mr. Lopez and also maintained that Defendant was ordered to have the life insurance brokers contact him.

Upon inquiry of the Court, Plaintiff stated he complied with the Court's Order with regard to contacting the life insurance brokers. Plaintiff maintained that he received no communication from the brokers, Defendant, Mr. Lopez or Mr. Willick, and was under the impression they were to contact him. Plaintiff made further argument that he was not in arrears for child support and that his disability money should be protected and not subject to collection.

Upon inquiry of the Court, Mr. Willick stated his last contact with the life insurance broker was in April of 2022, when they indicated that they had received no contact. Upon further inquiry of the Court, Plaintiff stated he still had the contact information for Chris Lopez and last had contact with him in May of 2022. Plaintiff stated he spoke to Mr. Lopez who indicated he would speak to Defendant and get back in contact with Plaintiff.

Plaintiff inquired how the Court would control the distribution of community property when it came to disability. The Court NOTED that community property was resolved in 2013 when the parties were

divorced. Plaintiff argued that Judge Duckworth ruled in 2014 that his money was disability income and set child support to zero. Plaintiff questioned why his disability income was being used to satisfy judgments on a community property award. The Court NOTED the disability income was not a community property award and the matter was resolved in 2013.

The Court stated its FINDINGS and ORDERED the following:

1. Plaintiff SHALL have fourteen (14) days to contact the life insurance broker he was in communication with and obtain a life insurance policy. The Indemnification QDRO shall not be put in place in Plaintiff obtains a life insurance policy. Mr. Willick SHALL notify the Court if a life insurance policy is obtained in the correct amount.
2. If Plaintiff does not obtain a life insurance policy within fourteen (14) days, Mr. Willick SHALL submit the Indemnification QDRO to the Court for signature.
3. Mr. Willick shall prepare the order and submit to the Court for review and signature.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

35

35

1 TRANS

FILED

FEB 23 2022

*Sharon A. Spencer*  
CLERK OF COURT

2 ORIGINAL

3  
4  
5 EIGHTH JUDICIAL DISTRICT COURT

6 FAMILY DIVISION

7 CLARK COUNTY, NEVADA

8  
9 JESUS LUIS AREVALO, )

10 Plaintiff, )

11 vs. )

12 CATHERINE MARIE AREVALO, )

13 Defendant. )

CASE NO. D-11-448514-D

DEPT. N

APPEAL NO. 81359, 83991

(SEALED)

14  
15 BEFORE THE HONORABLE CHARLES J. HOSKIN  
DISTRICT COURT JUDGE

16 TRANSCRIPT RE: ALL PENDING MOTIONS

17 WEDNESDAY, NOVEMBER 3, 2021

18 APPEARANCES:

19 The Plaintiff:  
For the Plaintiff:

JESUS LUIS AREVALO (Tel.)  
PRO SE

20 The Defendant:  
For the Defendant:

CATHERINE MARIE DELAO (Tel.)  
MARSHAL WILICK, ESQ. (Tel.)  
RICHARD CRANE, ESQ. (Tel.)  
3591 E. Bonanza Rd., Suite #200  
Las Vegas, Nevada 89110  
(702) 438-4100

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23  
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D-11-448514-D AREVALO 11/03/21 TRANSCRIPT (SEALED)  
VERBATIM REPORTING & TRANSCRIPTION, LLC (520) 303-7356

1 LAS VEGAS, NEVADA

WEDNESDAY, NOVEMBER 3, 2021

2 P R O C E E D I N G S

3 (THE PROCEEDINGS BEGAN AT 10:46:35)

4  
5 THE COURT: All right. We are on the record,  
6 448514, Arevalo. Mr. Willick, your appearance.

7 MR. WILICK: Marshal Willick, 2515, for Catherine  
8 Delao, who I believe is present online by BlueJeans. Also  
9 present is attorney Richard Crane and paralegal Mallory  
10 Yeargan.

11 THE COURT: Thank you. Mr. Arevalo?

12 THE PLAINTIFF: Present pro per person. Jesus  
13 Arevalo.

14 THE COURT: Thank you. Representing yourself, yes?

15 THE PLAINTIFF: Yes, sir.

16 THE COURT: All right. We are on today on  
17 Defendant's motion which I have reviewed. I've reviewed the  
18 response that was filed by the Plaintiff. The concern I have  
19 sir is that since you've been declared vexatious then you  
20 don't have the opportunity to simply file a request for relief  
21 without approval of the Court. Certainly you have the ability  
22 to oppose what the other side is requesting, but as far as  
23 raising new issues, you needed permission from the Court. I  
24 know this is sort of new but I wanted to make sure that I -- I

1 made -- explain that to you so that you understood that in the  
2 future, okay?

3 THE PLAINTIFF: Okay, sir.

4 THE COURT: All right. Mr. Willick, I have  
5 reviewed. What else do I need to know?

6 MR. WILLICK: Frankly, I don't think anything. I  
7 have a checklist of the issues outstanding. I don't believe  
8 there's any -- oh, there is one new piece. We complained that  
9 Catherine did not receive the insurance cards relating to the  
10 minor child. That has finally been delivered so she has that.

11 THE COURT: Oh, good.

12 MR. WILLICK: We -- I -- I guess I should bring the  
13 Court current because these filings are a couple months old at  
14 this point. The child has still not seen a dentist. It's now  
15 coming in on two years since the last dental appointment. So  
16 --

17 THE COURT: Okay.

18 MR. WILLICK: -- our request to either, give a final  
19 warning that if he cancels or obstructs or interferes with  
20 another dental appointment, he'll have all legal custody  
21 removed or that it simply be done at this point so she can  
22 actually the appointments for both the optometrist and the  
23 dentist and have those appointments held for the child still  
24 stand. I'll answer any other questions the Court has as to

1 anything else, but I believe it was all otherwise in the  
2 papers.

3 THE COURT: It would -- it was, although the  
4 indemnification QDRO seems like an extreme request for relief  
5 given where we are. I'm always reluctant to step into a  
6 retirement account given where we are. Historical basis for  
7 making that request?

8 MR. WILLICK: I'm not altogether sure I understood  
9 the question. Historical in terms of case law or --

10 THE COURT: Yes.

11 MR. WILLICK: -- historical --

12 THE COURT: I'm sorry, yes. Precedent I guess --

13 MR. WILLICK: I'm sorry.

14 THE COURT: -- is a better way to request that.

15 MR. WILLICK: Okay. Indemnification QDROs are quite  
16 common. We gave the Court both an article which we printed  
17 some years ago.

18 THE COURT: Yeah.

19 MR. WILLICK: And case law from, I think, 24 states  
20 indicating that it is a legitimate means of collection when  
21 other means of collection are frustrated or ineffective.

22 THE COURT: Is there specific --

23 MR. WILLICK: We have a total --

24 THE COURT: -- findings that need to be made on that

1 side of it I guess is where I'd like you to focus.

2 MR. WILLICK: Well, you've got the OSC application.  
3 We've --

4 THE COURT: Yes.

5 MR. WILLICK: -- given you totals of \$62,000 in  
6 arrears accruing over a period of five years which cannot,  
7 according to the math in our footnote, ever be satisfied at  
8 the payments that Mr. Arevalo is willing to make.

9 THE COURT: Okay.

10 MR. WILLICK: Since there is no other means of  
11 satisfying the judgment, if the Court -- I -- I don't think  
12 you have a requirement of specific findings. There isn't case  
13 law indi -- so indicating.

14 THE COURT: Okay.

15 MR. WILLICK: But if you were inclined to make  
16 specific findings, you could say that the payments haven't  
17 been made. They are coming up on the statute of limitations  
18 period to start collecting them which means we're going to  
19 have even further proceedings relating to them to renew them  
20 and reduce them to judgment, all that sort of thing. And at  
21 his current payment rate, no one will live long enough for him  
22 to ever pay off the judgment.

23 THE COURT: Okay.

24 MR. WILLICK: I -- I don't know if there's any other

1 findings that would be appropriate. And certainly the case  
2 law doesn't mention that any more are necessary or that any  
3 are necessary.

4 THE COURT: Okay.

5 MR. WILLICK: It's simply a -- a means of collection  
6 like any other execution or garnishment.

7 THE COURT: Yeah, just -- it's -- it's outside of --  
8 of how I would typically approach it. Typically, I would  
9 allow you to execute on the judgments but it appears as though  
10 what -- at least what you're arguing is that a -- that a  
11 retirement or a pension needs more than that. It needs an  
12 indemnification QDRO rather than simply a -- an execution on a  
13 judgment.

14 MR. WILLICK: Yeah, pen -- pension plans because of  
15 their structure won't recognize a standard --

16 THE COURT: Right.

17 MR. WILLICK: -- form garnishment. You would have  
18 to submit an -- an order in the form that the pension plan  
19 will recognize. And that for a PERS is a PERS QDRO.

20 THE COURT: Got it. All right. Thank you. Sir,  
21 you've got an order to show cause issued against you. Now is  
22 your opportunity to appear and demonstrate why you should not  
23 be held in contempt of Court for the issues that were raised  
24 in the moving papers. So go ahead.

1 THE PLAINTIFF: Okay. Well, let's start with the  
2 life insurance policy. After the last court date I did set an  
3 appointment with my personal care physician in August. Had  
4 some blood work done in September and with that information I  
5 went and I attempted to get a life insurance policy through  
6 USAA which was denied due to my medical history and me being  
7 disabled with PTSD.

8 The previous judgments and arrears, the attorney  
9 fees were never --

10 THE COURT: I'm sorry, before --

11 THE PLAINTIFF: -- approved by --

12 THE COURT: I'm sorry, sir. Before you move on to  
13 the next topic, so what you're telling me is that you didn't  
14 go apply and -- and have them do the test. You went to the  
15 doctor first and then applied to one company?

16 THE PLAINTIFF: I applied to two. I actually got  
17 another one in the mail coming in for a denial from the  
18 Women's Health Society. So I went and did my own PCP, my own  
19 personal checkup, and had some blood work done and then went  
20 and submitted all that information.

21 THE COURT: So if I -- if I enter an order that she  
22 can pick any company she wants and you're going to have to  
23 cover the cost if she can find one that -- that will work,  
24 that's -- that's acceptable to you.

1           THE PLAINTIFF: At this point, it can't be done.  
2 Once you're in the insurance company database for being denied  
3 twice or once, you're going to be denied again. I mean, if  
4 you want, I can go try another company if she wants, but I'm  
5 already in the database as being denied twice for medical  
6 issues and --

7           THE COURT: All right.

8           THE PLAINTIFF: -- being disabled.

9           THE COURT: All right. So how do you -- how do you  
10 suggest if you're unable to obtain the life insurance policy  
11 that you were ordered to obtain, how do you suggest that we  
12 resolve that issue?

13           THE PLAINTIFF: That's a good question. I mean, the  
14 divorce decrees per the Supreme Court were not meant to be sat  
15 on like a piggy bank. I mean, she had enough time also back  
16 when I retired, she knew I retired to try to enact a QDRO and  
17 get a life insurance policy. Mr. Willick even back in 2019  
18 when he first filed this saw a article from the Las Vegas  
19 Review Journal that she also used back in October of 2013  
20 saying that I was disabled and retired. So I mean, as -- as  
21 far as the life insurance policy, I mean, I don't know what to  
22 tell you. I know it can't be done. I'm having medical  
23 issues.

24           THE COURT: Okay. You haven't answered my question

1    though.

2           THE PLAINTIFF:   Well, there's no way to secure it.

3           THE COURT:    I didn't ask you --

4           THE PLAINTIFF:   There's no way to comply.

5           THE COURT:    I didn't ask you about the life  
6 insurance.   I said how are we going to compensate her and make  
7 sure she's protected that the life insurance policy was  
8 intended to do many, many, many years ago, how am I going to  
9 make sure that she's protected?   So I just make sure she's not  
10 protected and that's okay because you're unable to get a  
11 policy?

12           THE PLAINTIFF:   Well, legally now we can.   It would  
13 be a wagering contract to ensure somebody that has medical  
14 issues.

15           THE COURT:    Yes.   Sir, you're not hearing me.  
16 I'm --

17           THE PLAINTIFF:   I'm hearing --

18           THE COURT:    -- saying --

19           THE PLAINTIFF:   -- you.   I don't know.   I -- I don't  
20 know --

21           THE COURT:    -- if --

22           THE PLAINTIFF:   -- the answer to your question.

23           THE COURT:    What?

24           THE PLAINTIFF:   I don't know the answer to your

1 question. It can't be done. I'm disabled.

2 THE COURT: Okay.

3 THE PLAINTIFF: There's nothing --

4 THE COURT: So --

5 THE PLAINTIFF: -- I can do.

6 THE COURT: So I should just leave it to Mr. Willick  
7 to propose ways to make sure that his client can be protected  
8 and you're okay with that?

9 THE PLAINTIFF: No, I'm not okay with that. I'm  
10 asking you. I've never been through this before. She sat on  
11 this for over six years. So it's not just my fault.

12 THE COURT: Okay. I don't know that I said that it  
13 was your fault. I think what I said was if I believe what  
14 you're telling me and agree with your argument that you're  
15 incapable of satisfying this order, what other mechanism is  
16 available that you're aware of or you'd like me to utilize to  
17 make sure that my orders were effectuated notwithstanding your  
18 inability to be insured?

19 THE PLAINTIFF: I don't believe there is another --  
20 another way.

21 THE COURT: Okay. All right. All right. Then I'll  
22 -- I'll have Mr. Willick propose something when I come back to  
23 him. Yes, sir. Go ahead with your -- with your indication of  
24 why you shouldn't be held in contempt.

1           THE PLAINTIFF: Okay. Well, the previous judgments  
2 of arrears, the attorney fees, were sent back by the Appellate  
3 Court. Those were never approved and we didn't talk about  
4 those last time during the remand hearing. From what I've  
5 seen in certain cases, and I'm going to say this case wrong, I  
6 mean, there's a lot of other cases on file that I already  
7 mentioned, but another good one is -- and I'm going to put it  
8 on record, K-a-j-i-o-k-a via -- it's a Nevada Supreme Court  
9 case where there was no FDF done when Willick submitted his  
10 Brunzell factor showing Catherine's new income of 10,000 a  
11 month or her new net worth of over \$300,000 --

12           THE COURT: Sir, I'm not --

13           THE PLAINTIFF: -- that she was sitting on.

14           THE COURT: -- going to allow you to argue issues  
15 that have already been resolved and done. We're talking about  
16 your --

17           THE PLAINTIFF: That hasn't --

18           THE COURT: -- contempt

19           THE PLAINTIFF: -- been resolved and done.

20           THE COURT: I'm sorry?

21           THE PLAINTIFF: That hasn't been resolved. That  
22 hasn't been resolved and done. The Appellate Court sent it  
23 back on remand and we didn't cover that in the last remand  
24 hearing. The attorney fees were never covered.

1 THE COURT: Sure they were.

2 THE PLAINTIFF: No, they were not and you can pull  
3 it up in the minutes. We missed it. It was missed by Mr.  
4 Willick, it was missed by me, and it was missed by this Court.

5 THE COURT: Okay. That's a new issue. We're  
6 talking about your contempt, not a new issue. I didn't  
7 approve --

8 THE PLAINTIFF: Okay.

9 THE COURT: -- you to file a motion to resolve that  
10 issue. In my mind, that issue's been resolved. So as far as  
11 --

12 THE PLAINTIFF: Okay.

13 THE COURT: -- whether you should be held in  
14 contempt for violating court orders, that's what we're here  
15 today for.

16 THE PLAINTIFF: Okay. Well, the attorney fees he's  
17 asking for contempt and that's one of the issues. It wasn't  
18 handled on remand.

19 THE COURT: Well, you haven't paid it is what he's  
20 indicating; is that correct?

21 THE PLAINTIFF: Yeah, we -- well, because the last  
22 time this Court also indicated I think it was back in August  
23 that I don't have the ability to pay. I mean, I'm disabled.  
24 I'm living off of a disability pension. You know, there's a

1 disparity --

2 THE COURT: So your --

3 THE PLAINTIFF: -- in income.

4 THE COURT: -- argument is that you're incapable of

5 complying with that court order.

6 THE PLAINTIFF: I don't have the means.

7 THE COURT: Is that a yes?

8 THE PLAINTIFF: And the -- yes, and the disparity of

9 income was never -- was never resolved. I mean, she made 10

10 grand from April to October of 2020, then she made over six

11 grand from then to just --

12 THE COURT: What does --

13 THE PLAINTIFF: -- recently --

14 THE COURT: -- her income --

15 THE PLAINTIFF: -- where she --

16 THE COURT: -- have to do with whether you're able

17 to pay the attorney's fees?

18 THE PLAINTIFF: Because we never handled that on

19 remand.

20 THE COURT: Yes, sir.

21 THE PLAINTIFF: The Appellate Court --

22 THE COURT: The -- the --

23 THE PLAINTIFF: Okay. All right. Well, I'm just

24 putting on record. I did not see it handled last time in the

1 minutes. I saw the video. We did not talk about attorney  
2 fees last time. So I'm putting it on record that that wasn't  
3 handled and we can revisit that at a later date if that's what  
4 you want to do.

5 THE COURT: But you do agree that you have not paid  
6 them.

7 THE PLAINTIFF: I do not have the ability to pay. I  
8 have been paying what I can, the 150 towards the original  
9 arrears.

10 THE COURT: Got it.

11 THE PLAINTIFF: I'm on a disability pension and one  
12 thing that needs to be noted about why I shouldn't be held in  
13 contempt is this Court has never recognized Powers v. Powers,  
14 that this is a disability pension. Also a current case,  
15 Salassy vs. Leavitt (ph), order of -- it was affirmed by the  
16 Supreme Court. She also -- they also quoted Powers v. Powers  
17 and it was approved by the Supreme Court. That was a Marquis  
18 case, Linda Marquis, Judge Marquis.

19 Another case, Contay vs. Contay (ph) in 2020 was  
20 affirmed that disability is exempt. That is NRS -- on the  
21 Contay case, that's, I believe, 21.090. Also when it comes to  
22 Mr. Willick wanting to do this indemnification QDRO --

23 THE COURT: Yes.

24 THE PLAINTIFF: -- his cases that he's citing are

1 all out of state cases. None of them are Nevada cases. It's  
2 never been done in Nevada. Also his cases that he is citing  
3 were all pensions governed under Urso which is federal  
4 guidelines. This pension, Metro's pension, PERS, is governed  
5 under NRS 286.6703 which already has a policy saying they will  
6 not participate in collecting of arrears and that it basically  
7 can't be done.

8 THE COURT: Well, if it can't be done, then what are  
9 you -- what are we concerned about?

10 THE PLAINTIFF: Well, I just want to put on my  
11 record and make sure we're not going to go after and try to  
12 make bad case law and go after a disability pension that's  
13 protected. A disability portion is protected by Powers v.  
14 Powers. It's been affirmed in the Salassy vs. Leavitt case in  
15 Nevada Supreme Court. It was also confirmed in the Contay vs.  
16 Contay case May of 2020 in the Nevada Supreme Court. I want  
17 to put that on record so this Court knows that it's a  
18 disability pension and we need to recognize the disability.

19 Also that plays into the contempt of court where the  
20 arrears were not certified by the Supreme Court. The arrears  
21 need to be looked at again because she is now getting 48858 a  
22 month which I had certified by a CPA which you're supposed to  
23 do per NRS and per the QDRO handbook that she's only supposed  
24 to be receiving 15175 a month. So she's been paying almost

1 four times -- actually, four times what she's supposed to be  
2 getting.

3 THE COURT: How many times have you --

4 THE PLAINTIFF: The --

5 THE COURT: -- made this argument to me, sir?

6 THE PLAINTIFF: Well, now it's certified by a CPA,  
7 an actual actuary. Someone that can actually run the numbers,  
8 it's certified, and it's on record.

9 THE COURT: The -- my question was how many times  
10 have you made this argument and how many times have I denied  
11 it?

12 THE PLAINTIFF: So are you denying that it's a  
13 disability pension or are you denying that the numbers are  
14 correct?

15 THE COURT: The judgment from the Court of Appeals  
16 affirms my order as to the QDRO and the PERS as well as the  
17 2017 tax penalty. I don't know why I need to keep repeating  
18 that. You want to continue to argue issues that have been  
19 resolved. That's why I asked why do you keep bringing them  
20 up? This is why I declared you vexatious because you can't  
21 stop --

22 THE PLAINTIFF: I did not bring --

23 THE COURT: -- arguing issues that have been ruled  
24 on.

1 THE PLAINTIFF: Okay. I have that right in front of  
2 me. It doesn't say the QDRO was approved. It just said it --  
3 they didn't go back to six years.

4 THE COURT: We affirm --

5 THE PLAINTIFF: It never said who --

6 THE COURT: -- the District Court's order as to the  
7 QDRO and PERS payments thereunder. How is that --

8 THE PLAINTIFF: What page are you --

9 THE COURT: -- not approving my determination?

10 THE PLAINTIFF: Okay. And what page is that?

11 THE COURT: I'm looking at the judgment filed on May  
12 6th. They quote themselves specifically.

13 THE PLAINTIFF: Okay. Well, I'm looking at the  
14 remand order that they have March 30th. So I don't know where  
15 that May 6th one is coming from.

16 THE COURT: It's coming --

17 THE PLAINTIFF: Because the order I have to read --

18 THE COURT: -- from the Court of Appeals, sir.

19 THE PLAINTIFF: Okay. Well, I didn't read that and,  
20 you know, it's been missed. So I guess I'll just appeal the  
21 disability pension because the Supreme Court has said --

22 THE COURT: All right.

23 THE PLAINTIFF: -- it's a disability --

24 THE COURT: Let's go --

1 THE PLAINTIFF: -- pension.

2 THE COURT: -- to the -- let's go to the order you  
3 were looking at and go to page 13. The last paragraph of that  
4 order.

5 THE PLAINTIFF: One second.

6 THE COURT: Oh, I'm sorry. I thought you had it in  
7 front of you and you were -- that's why you were telling me I  
8 was wrong.

9 THE PLAINTIFF: I did, but I'm missing a page for  
10 some odd reason.

11 THE COURT: That's probably why you don't know that  
12 it's in there. All right. Anything else sir as -- as to why  
13 I shouldn't hold you in contempt of Court?

14 THE PLAINTIFF: Yeah, contempt's not willful. I  
15 mean, I did my due diligence. I went to the doctor. I tried  
16 to do a life insurance policy. It can't be done. The arrears  
17 are incorrect. You know, this Court has always refused to  
18 recognize that this is a disability pension. I even put that  
19 re -- before the Supreme Court and they didn't even mention  
20 anything about this being a disability pension. So I believe  
21 that that has not been covered.

22 Also the cancelling of the medical and doctor  
23 appointments, that's just false. That's completely fake. I  
24 entered -- okay, so you're covering your face. So what are we

1 doing now?

2 THE COURT: I'm listening.

3 THE PLAINTIFF: Okay. Is that code of conduct?

4 THE COURT: What?

5 THE PLAINTIFF: I mean, you're a professional. Is  
6 that code of conduct? Aren't you supposed to be listening  
7 instead of covering your face like you're annoyed?

8 THE COURT: I'm not covering my face, sir. I'm  
9 looking down at paperwork while you're talking. Is that okay  
10 with you?

11 THE PLAINTIFF: Okay. I'm just -- I'm just making  
12 sure that we're all professionals here.

13 THE COURT: Well, I would hope that would be the  
14 case, but we'll see.

15 THE PLAINTIFF: Okay. The dental appointments were  
16 never cancelled by me. What happened was the dental office  
17 split from doing adult and pediatrics and there's a letter in  
18 there as an exhibit that the dental office wrote that I never  
19 cancelled any appointments. On top of that, the medical for  
20 the pediatrics, I am supposed to be on there as the billing  
21 because I'm the guarantor. She keeps changing it and I got  
22 stuck with bills that are in collections that were over the  
23 30/30 so I never even brought them up with her.

24 THE COURT: What do the bills have to --

1 THE PLAINTIFF: So this --

2 THE COURT: -- do with her ability to get the -- the  
3 appointment set?

4 THE PLAINTIFF: It doesn't. I don't know why she  
5 brought it up.

6 THE COURT: Why are you --

7 THE PLAINTIFF: She's the one --

8 THE COURT: -- bringing it up?

9 THE PLAINTIFF: -- that brought -- they're trying  
10 that I should -- my custody should be limited because I'm  
11 messing with his dental appointments and his medical  
12 appointments which is completely untrue. The dental office is  
13 the ones that cancelled his appointment because they switched  
14 offices to a different pediatrician, a -- dental office. And  
15 in the billing from what I'm hearing from the business office  
16 at Intermountain Healthcare which is a pediatrics office, I am  
17 supposed to be -- my address is supposed to be the billing  
18 information because I am the guarantor. She's the one that  
19 goes there and keeps switching it and she's complaining about  
20 it.

21 THE COURT: Sir.

22 THE PLAINTIFF: Now the eye -- the eye place I have  
23 never cancelled any appointments. So I'm bringing that up  
24 because they're trying to say that my custody should be

1 limited because I'm being falsely accused of interfering with  
2 doctors appointments.

3 THE COURT: And you're -- so what you're telling me  
4 is you've never cancelled an appointment.

5 THE PLAINTIFF: Absolutely not. I have not.

6 THE COURT: Okay. So where --

7 THE PLAINTIFF: And there's a --

8 THE COURT: -- where --

9 THE PLAINTIFF: -- letter in there from the dental  
10 office to prove that.

11 THE COURT: Do you have any idea where that would  
12 come -- come from?

13 THE PLAINTIFF: She -- she accused me of it.

14 THE COURT: I -- I understand --

15 THE PLAINTIFF: We had a conver --

16 THE COURT: -- that. Do you -- and so does she --  
17 you think she just pulled that out of the air to make you look  
18 bad?

19 THE PLAINTIFF: I think she was confused when the  
20 dental offices split. I don't know if she got that letter or  
21 not or if they gave her the phone call, but they're the ones  
22 that cancelled it.

23 THE COURT: Okay. So you're okay --

24 THE PLAINTIFF: I mean, so --

1 THE COURT: -- with me entering an order that limits  
2 your legal custodial rights if you start cancelling  
3 appointments.

4 THE PLAINTIFF: Absolutely not. I mean, there's no  
5 -- there's no reason for it.

6 THE COURT: No. No. It's -- it's -- I -- nothing's  
7 limited unless you take action.

8 THE PLAINTIFF: So why -- so why does it look like  
9 I'm being penalized for false ac -- accusations then?

10 THE COURT: It's not.

11 THE PLAINTIFF: Okay.

12 THE COURT: I'm --

13 THE PLAINTIFF: And we've -- and we've gone, what,  
14 13 years and never had a problem. He hasn't missed an  
15 appointment because of me. She keeps making issues where  
16 there is no issue and then trying to play the victim and  
17 trying to get me sanctioned.

18 THE COURT: I see.

19 THE PLAINTIFF: That's completely biased and unfair.

20 THE COURT: Okay.

21 THE PLAINTIFF: I mean, she's legally -- she can use  
22 the insurance anywhere she wants to go.

23 THE COURT: If she has --

24 THE PLAINTIFF: I have never --

1 THE COURT: If she has --

2 THE PLAINTIFF: -- cancelled.

3 THE COURT: -- the card.

4 THE PLAINTIFF: She has the card now. She always  
5 had a copy of the card.

6 THE COURT: I see.

7 THE PLAINTIFF: I have proof of that too in my -- in  
8 my exhibits where I sent her both front and back copies of  
9 that card and the eye and dental a year ago.

10 THE COURT: All right. Anything else --

11 THE PLAINTIFF: So she's had all that.

12 THE COURT: -- on contempt, sir?

13 THE PLAINTIFF: Let's see. Okay. I'd like to know  
14 -- they entered something. They said they have an Exhibit C.  
15 I never saw an Exhibit C.

16 THE COURT: Anything else --

17 THE PLAINTIFF: Also --

18 THE COURT: -- on contempt, sir?

19 THE PLAINTIFF: Yeah, I'd like to bring up that, you  
20 know, you labeled me a vexatious litigator and for whatever  
21 reason, that's fine, but, you know, Catherine keeps making  
22 problems where there are none and bringing us back to court.  
23 I submitted a lot of bad stuff that she's been doing and she  
24 hasn't been sanctioned one -- no one's ever told her anything.

1 THE COURT: Are you -- are you --

2 THE PLAINTIFF: I mean, from --

3 THE COURT: -- moving to have me declare her  
4 vexatious?

5 THE PLAINTIFF: Well, I think something -- some type  
6 of sanction should -- should be done.

7 THE COURT: Okay. You need to file a motion to that  
8 effect, sir. And you need to request Court permission before  
9 you do that.

10 THE PLAINTIFF: Okay. Well, all I'm going to put on  
11 record is that the Supreme Court never covered the fact that  
12 this was supposed to be a disability pension. I did not see  
13 in there or read in there where they stamped and approved a  
14 dollar amount of arrears. You know, I know they approved a  
15 QDRO that could be written and go back six years. That's what  
16 I've read. So if --

17 THE COURT: Okay.

18 THE PLAINTIFF: -- I -- and so if I have to appeal  
19 that again, I guess I'll just throw that on appeal because  
20 there's more than one case that says Powers v. Powers and that  
21 this is a disability pension.

22 THE COURT: All right. Thank you. Mr. Willick,  
23 anything else?

24 MR. WILLOCK: To answer the question you asked, we

1 gave the Court a means of providing alternate security if he  
2 refused to provide the security that was recommended that he  
3 was supposed to provide. We still would prefer that we get  
4 what the order says and that he -- Catherine be allowed to  
5 select a broker, that he report to the broker, that  
6 applications be made. It should be fairly inexpensive. But  
7 if that doesn't work for whatever reason because he's poisoned  
8 the process or prevented it or doesn't cooperate or whatever  
9 the reasons, the means of providing alternate securities to  
10 build up a bank of cash sufficient to secure her interests  
11 that then gets held basically until one of the two of them  
12 dies. And if he dies first, then she gets it as her insurable  
13 interest and if her interest terminates, that money can be  
14 returned to him.

15 THE COURT: And what's the --

16 MR. WILLICK: But that's the only --

17 THE COURT: What's going to be the source of those  
18 funds to be able to --

19 MR. WILLICK: It would be the --

20 THE COURT: -- create that?

21 MR. WILLICK: -- the entirety of the pension for as  
22 long as it takes to save up \$200,000 in a savings account.

23 THE PLAINTIFF: I only earn \$200,000 in my pension.

24 THE COURT: Okay.

1 MR. WILLICK: Since her interest is 400 and  
2 something a month, any amounts that aren't being used to  
3 satisfy the existing arrears and satisfy her in -- ongoing  
4 monthly payments would be simply left in a savings account to  
5 be retained until \$200,000 was saved in that account to  
6 provide alternate security for the insurance policy that he  
7 didn't get.

8 THE COURT: Which would eliminate any monthly  
9 benefit that he would receive.

10 MR. WILLICK: It would -- well, for some time. Our  
11 calculations indicate that it would take about six or seven  
12 years.

13 THE COURT: So what's the -- you're proposing that I  
14 eliminate any ability for him to have an income in order to  
15 satisfy this.

16 MR. WILLICK: Well, I'm -- I'm not making that  
17 request. I am answering the question is what alternate  
18 security is available.

19 THE COURT: Got it.

20 MR. WILLICK: He has elected not to have employment  
21 income. He has not provided evidence that he is incapable of  
22 providing employment income. He simply doesn't want to. That  
23 refusal doesn't translate to the Court's inability to enforce  
24 its own orders.

1 THE COURT: Got it.

2 MR. WILLOCK: He --

3 THE COURT: Okay. Yeah, that -- and -- and I  
4 appreciate that clarification. He's indicating, Mr. Willock,  
5 that he's never cancelled a medical appointment.

6 MR. WILLOCK: We have the OFW records that are --  
7 that are there. We know that she made the appointment. We  
8 know that he then switched the reporting. He just admitted it  
9 a minute ago; switched all the contact information at the  
10 dentist from her name to his name. So when they went to  
11 confirm the appointment they called him instead of her. And  
12 according to Catherine who checked with the dentist, he  
13 cancelled the appointment when they called to confirm.

14 That was right before she then turned to him and  
15 said fine, if you won't let him go to the appointment that I  
16 made, then you do it. And that was about, what, four-and-a-  
17 half months ago. And he has not made the appointment from  
18 then to now.

19 So since he won't do it and he's interfering with  
20 her ability to do it, we need to find some way of getting the  
21 child to the ophthalmologist appointment and to the dental  
22 appointment. And I don't think Catherine really cares how  
23 that's accomplished. She just wants the child to get medical  
24 care.

1 THE COURT: Okay. Anything else?

2 MR. WILLICK: On my end, no. I mean, there is a  
3 bunch of things that didn't get mentioned here. The  
4 clarification on whether vacation days include any overlap to  
5 regular custody days, the failure of Mr. Arevalo to file a  
6 current FDF. I think the Court dealt with his suggested  
7 countermotion for child support. So I won't further deal with  
8 that.

9 There is the question of how to serve process in the  
10 future given the gun event at the last --

11 THE PLAINTIFF: You mean the trespassing?

12 MR. WILLICK: We have requested that we be allowed  
13 to accomplish what is otherwise required of my personal  
14 service by e-service to prevent a situation where process  
15 servers will no longer go to get anywhere near him so he can  
16 be served with things like orders to show cause. I need some  
17 means of service --

18 THE COURT: Let me --

19 MR. WILLICK: -- and I can't --

20 THE COURT: Go ahead.

21 MR. WILLICK: I -- I mean, the process servers  
22 simply won't go back.

23 THE COURT: No, and let me -- let me deal with that.  
24 Certainly, I reviewed the -- the records that were submitted

1 with regard to that issue. Sir, you're calling it a trespass  
2 and I don't know that I can disagree with your analysis of  
3 that. The problem is that it was a necessary step to take in  
4 order to comply with the rules that require personal service  
5 of an order to show cause. So if you don't want process  
6 servers to come into your vicinity, then there needs to be an  
7 alternative method and that's what Mr. Willick is arguing.  
8 Are you okay with rather than requiring personal service to  
9 receive it electronically?

10 THE PLAINTIFF: Electronically is fine. We've been  
11 doing that since 2019. I mean, if he could have called me and  
12 explained that hey, you need to pick this up in person, I  
13 could have swing by his office. That wouldn't even been a  
14 problem.

15 THE COURT: All right.

16 THE PLAINTIFF: The last time they served me was at  
17 a child exchange which is completely inappropriate in front of  
18 our son.

19 THE COURT: Okay.

20 THE PLAINTIFF: So they have been doing numerous  
21 inappropriate things.

22 THE COURT: Well, the -- the serving of the order to  
23 show cause in my mind is not inappropriate. That is by rule a  
24 requirement at that point. So I'm not quite sure --

1 THE PLAINTIFF: Oh, absolutely I agree.

2 THE COURT: -- and since you have agreed that --  
3 that personal service is no longer required and you'll accept  
4 it electronically then we can certainly make that an order and  
5 you won't have to deal with that anymore.

6 THE PLAINTIFF: That's -- that's fine.

7 THE COURT: All right.

8 THE PLAINTIFF: Also I would like to point out their  
9 -- what they're saying is their exhibit -- in their exhibit.  
10 There is nowhere in there where I tell her that I cancelled an  
11 appointment.

12 THE COURT: Okay.

13 THE PLAINTIFF: You know, I've never cancelled an  
14 appointment. The dentist wrote the letter and said what  
15 happened. That's from the dental office. That's not even my  
16 -- my letter. I've never cancelled any appointments. I am  
17 strictly on --

18 THE COURT: Sir, you've -- you've --

19 THE PLAINTIFF: -- the --

20 THE COURT: -- already told me this. I don't need  
21 you to repeat yourself.

22 THE PLAINTIFF: Okay. Well, also what we didn't  
23 cover is child support.

24 THE COURT: I asked you if there's anything else.

1 THE PLAINTIFF: Yeah.

2 THE COURT: Child support --

3 THE PLAINTIFF: Child support.

4 THE COURT: -- is not before me.

5 THE PLAINTIFF: Okay. So you want me to do a whole  
6 new motion, everyone's got to pay more money, and just come  
7 back again?

8 THE COURT: No, sir. I want you to pay attention to  
9 my court orders. I entered an order that was very clear with  
10 regard to the steps you need to take if you want to file  
11 requests for relief before the Court. You haven't done that.  
12 So that issue is not before me.

13 THE PLAINTIFF: Okay. So even though it was in my  
14 -- because I asked how to do that and I thought since I was  
15 responding to his motion I was allowed to put it in since he's  
16 the one that brought this motion forward.

17 THE COURT: You're allowed to oppose his motion.  
18 You're not allowed to make additional requests of the Court  
19 without approval of the Court.

20 THE PLAINTIFF: Okay. So then I got to refile all  
21 this countermotion and give it to you this week.

22 THE COURT: I would be very careful with that sir  
23 because if it's orders that I've already resolved and there's  
24 been no change of circumstance, then there's going to be

1 sanctions. That's part of the vexatious part of it. So just  
2 be very careful with that. All right.

3 THE PLAINTIFF: Well, there are things --

4 THE COURT: With regard to the orders that are  
5 pending before me today, the request for contempt was made.  
6 An order to show cause was issued. In order to have the Court  
7 be able to find contempt, I need to find that there was a  
8 clear order and a willful violation of the order. All of the  
9 orders that were alleged to be -- that the -- that the  
10 Plaintiff was in contempt are clear orders. I don't have any  
11 questions with regard to the Plaintiff's understanding of the  
12 orders or the clarity of the orders and he knew what he was  
13 supposed to be doing with regard to those orders.

14 The difficulty that the Court runs into at this  
15 point has to do with whether the violations were willful.  
16 Certainly, I think the intent -- the willful intent was there.  
17 The problem that I'm running into is the availability of funds  
18 in order to satisfy that which takes me out of the realm, I  
19 believe, of a contempt finding but certainly there are  
20 violations of court orders which leads me into the -- the next  
21 part of it. It appears as though we don't have alternative  
22 means of satisfying the outstanding judgments. So I am  
23 approving the indemnification QDRO as an ability to collect on  
24 judgments and enforce orders of the courts. So that should be

1 included as part of the order that we're generating for today.

2           As far as the increasing of the amount, I'm not  
3 putting that in place with regard to what is or is not  
4 available for the judgment. I believe that the pension will  
5 have rules with regard to that and what is available or not  
6 available and certainly they'll need to approve the  
7 indemnification QDRO as well as whatever percentage they're  
8 going to approve to be reduced from that monthly benefit which  
9 plays into a lot of the other portions of this that I'll get  
10 into as part of the relief that I'm granting today.

11           The next one I have on my list is the clarification  
12 with regard to two week vacation. Certainly, that is a two  
13 week period of time. Holidays and vacations take precedence  
14 over regular visitation time. It is possible to have regular  
15 visitation either at the beginning or the end of a two week.  
16 So that is part and parcel but one takes precedence over the  
17 other. There's no compensatory time that results from some --  
18 one party taking their court ordered vacation time. So  
19 hopefully that's clarified. It sounded like --

20           THE PLAINTIFF: Can I get --

21           THE COURT: -- we --

22           THE PLAINTIFF: -- a little bit more clarification  
23 on that? Because what was happening was just like when you  
24 work in a regular job I was taking my vacation time on her

1 days and then my -- my regular custody days were in the  
2 middle. So technically I was only taking like three days for  
3 my first custody days and two days of my next custody days  
4 which would be one week. But since my regular custody --  
5 custody days are in the middle, she wanted to charge me  
6 vacation time for my already custody days. Not to mention  
7 when I took my vacation it was during Father's Day and she  
8 charged me for that as well.

9 THE COURT: Sir, do you want me to mute you so that  
10 I can enter my order? You didn't even listen to what I said  
11 because what I said covered what you just argued.

12 THE PLAINTIFF: Well, I asked for clarification  
13 because I didn't --

14 THE COURT: I --

15 THE PLAINTIFF: -- understand.

16 THE COURT: -- clarified it.

17 THE PLAINTIFF: Okay. So --

18 THE COURT: Vacation take precedence. You don't get  
19 your two weeks and if your regular visitation time is in the  
20 middle of that, that doesn't get added to the end. I made  
21 that very clear. If you're on the beginning or the end, then  
22 it may be connected to it. But if it's in the middle, one  
23 takes precedence. That's the way that works.

24 THE PLAINTIFF: Okay. So like I said, I'm still a

1 little confused. I'm not trying to upset you. So you're  
2 saying that those days in the middle doesn't count towards my  
3 week or two weeks.

4 THE COURT: That's correct. That's your regular --

5 THE PLAINTIFF: Okay.

6 THE COURT: -- visitation --

7 THE PLAINTIFF: Thank you.

8 THE COURT: -- time which is superceded --

9 THE PLAINTIFF: Thank you.

10 THE COURT: -- by the holiday or vacation time.

11 THE PLAINTIFF: Thank you. That's what I needed to  
12 understand. I needed it clear for me. I apologize.

13 THE COURT: Well, that's the third time I've said  
14 that in this -- in this go around. So I'm not quite sure  
15 where we missed it. All right. I was in the middle of  
16 indicating that the insurance card issue, it sounds like it  
17 has been resolved. Now, with regard to the alleged  
18 interference with -- with medical appointments, certainly I  
19 don't know that I'm in a position now to modify the legal  
20 custody situation. What I am going to do today is admonish  
21 the parties should not be interfering in the -- the child's  
22 ability to get medical care. If there is ongoing  
23 interference, it will be a basis for me to consider a  
24 modification of the legal custody with regard to medical

1 decisions. So I'm admonishing today with the understanding  
2 that if it happens in the future there is a really, really  
3 good chance that I'm going to make a modification. I'm just  
4 not inclined to do that at this point.

5 With regard to the life insurance situation, I  
6 believe I tipped my hand in the middle of the argument. I am  
7 going to permit the Defendant to set up a broker or whoever  
8 she wants to -- to go with to get that put together.  
9 Certainly the requirement to cover that still falls on the  
10 Plaintiff with regard to if it gets approved. I'm demanding  
11 and ordering cooperation to get us to that point.

12 If we cannot obtain that life insurance policy, I  
13 will need to come up with alternative security. My concern  
14 has to do with eliminating the Plaintiff's ability to maintain  
15 an income and a living. If we have to go there, I'll need to  
16 make some determinations with regard to imputing additional  
17 income and the potential for that being something the Court  
18 considers. But I don't believe that I am in a position today  
19 to essentially make him destitute, but I do have the ability  
20 to enforce my court orders.

21 So we're going to hopefully be able to put that --  
22 that onus on the Defendant to set that up and then if we have  
23 no cooperation, then I'm -- it's going to leave me no choice  
24 but to go down that other path. But certainly I don't know

1 how many times I need to make it clear in this case that court  
2 orders need to be followed especially given where we are in  
3 this kind of litigation.

4           So as far as attorney's fees are concerned,  
5 certainly there was a violation of court order. I did not  
6 find that it was willful but only because of the income  
7 situation. 18.010 requires me to get to bad faith at this  
8 point in time. So while I would typically award fees on this,  
9 given that I didn't find contempt, I'm not going to award  
10 fees. Certainly there was an admonishment today with regard  
11 to Dad filing a countermotion which is contrary to my order  
12 which required a reply to be put in place that should not have  
13 needed to be put in place.

14           So with regard to the fees for the reply, I am going  
15 to award some fees with regard to the preparation and reply  
16 because there was a violation of my court order with regard to  
17 the vexatious situation on that. The countermotion issues  
18 were not appropriately before the Court. So I will not be  
19 addressing those as they should not have been raised the way  
20 that they were raised.

21           With regard to the service, we have essentially a  
22 stipulation that personal service, even if the rules require  
23 it, would no longer be required to serve the Plaintiff.  
24 Electronic service is acceptable at this point moving forward.

1 So please include that in the order Mr. Willick from  
2 everything else that we're doing today.

3 I -- I believe I covered everything on my checklist.  
4 Either of you have anything that was before me that I did not  
5 resolve?

6 THE PLAINTIFF: I'd like to bring up one thing on  
7 life insurance. I'll cooperate. That's not even a problem.  
8 But when I talk to the broker and I'm talking to them about my  
9 medical history and what they determine medically, the only  
10 thing that they know right now is PTSD. There's HIPAA in  
11 place for a reason. I don't care to be sharing any of my  
12 other medical issues that are going on right now with Mr.  
13 Willick or with anybody. That's my private personal  
14 information. So I'm at -- I would just like to ask that any  
15 medical information that they don't have access to it, that  
16 they can have access to the denial letter which is fine.

17 THE COURT: Okay. I'm not even sure why you brought  
18 that up. Mr. Willick, anything I've left out?

19 MR. WILLICK: Well, partially on what he just said  
20 and then I -- I almost hate to do it, but I need to return to  
21 vacations for a moment. First on life insurance. One of the  
22 requests in our motion filing was for no redactions in either  
23 the applications or the correspondence because we can't tell  
24 what he's telling the insurance companies which is why he's

1 getting the denials.

2           Obviously, it is not difficult to convince an  
3 insurance company not to write an insurance policy by simply  
4 giving them false information making yourself uninsurable. So  
5 I don't really care about personal access. I'm not trying to  
6 do anything. I simply want the insurance policy in place.  
7 And I'm trying to find a way of obtaining it. I'll let the  
8 Court issue whatever order you wish to order about  
9 applications, correspondence, and information.

10           THE COURT: Well, let me --

11           MR. WILLICK: As to the --

12           THE COURT: -- let me clarify that before you go to  
13 the next issue. I also would prefer an insurance policy is  
14 put in place. I think I've made it clear today that if he's  
15 unable to obtain that insurance policy I will be accessing  
16 probably the balance of his income in order to make sure that  
17 she is secured because he's left me no other options.

18           So my hope is based upon that admonishment he'll be  
19 more inclined to cooperate and get us to the point where an  
20 insurance policy can be issued because I don't think he wants  
21 me to take the rest of his income which is the only step that  
22 I have left the way that I'm looking at it at this point in  
23 time unless something creative comes out. That's why I asked  
24 him the question that I asked him with regard to another way

1 to secure and comply with court orders. So my hope is that he  
2 understands that this is not a game, I'm not playing it  
3 anymore, and that based upon that, he'll be more cooperative  
4 with whatever he needs to be cooperating with.

5 That being said, HIPAA's in place. He has the --  
6 the ability to -- to have his own medical situation be  
7 private. I'm not going to step in the middle of that but  
8 certainly he -- I believe he understands now that if we can't  
9 get the policy, we're going to start accessing more of his  
10 income to make sure she's protected. So hopefully that  
11 clarifies that issue. And then you had another issue on  
12 vacation?

13 MR. WILLICK: It's not really an issue. I -- I  
14 understood what you said and I thought pretty clearly. But  
15 when Mr. Arevalo attempted to repeat it, he said the opposite  
16 of what you said. I'm trying to prevent a situation where we  
17 have a request to not enter the order that we're going to be  
18 writing from today's hearing. So if I may just put a short  
19 hypothetical out to make sure I am complying with your  
20 instruction.

21 THE COURT: Certainly.

22 MR. WILLICK: If we have regular visitation days,  
23 two or three days for him, two or three days for her, and one  
24 of the parties takes a week long vacation which overlaps some

1 of his days and some of her days, there's no extra credit for  
2 extra vacation for the time that was taken. The vacation  
3 supercedes the regular visitation days whether they overlapped  
4 his days or her days or some of each. A two week vacation is  
5 a two week vacation. And there's no more vacation after that  
6 no matter who's regular visitation days were superceded. If I  
7 have correctly said that, then that is what the order will  
8 say. If I have somehow misunderstood you, and I don't think I  
9 have, then I would ask the Court to please correct me before I  
10 write the order.

11 THE COURT: No, that's a -- that's a -- a fair  
12 hypothetical with regard to what superceding means with regard  
13 to the vacations and/or holidays. There is no compensation  
14 for something that gets taken away in the middle of a court  
15 ordered vacation or a court ordered holiday time.

16 MR. WILICK: Thank you, Your Honor. And I  
17 apologize for going over it a third time.

18 THE COURT: It might have been fourth, but I'm -- I  
19 wasn't keeping track. So all right. Mr. Willick, I am going  
20 to ask you to prepare the order for today. Certainly once we  
21 get that order, that will close out the case at least for now.  
22 Good luck.

23 MR. WILICK: Do you wish a counter signature?

24 THE COURT: Not as long as it's consistent with my

1 order.

2 MR. WILLICK: I thank the Court for its time.

3 THE COURT: Thank you.

4 THE PLAINTIFF: Wow, really? Talk about bias.

5 (PROCEEDINGS CONCLUDED AT 11:28:35)

6 \* \* \* \* \*

7 ATTEST: I do hereby certify that I have truly and  
8 correctly transcribed the digital proceedings in the above-  
9 entitled case to the best of my ability.

10

11

*Adrian Medrano*

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Adrian N. Medrano

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IN THE SUPREME COURT OF THE STATE OF NEVADA

JESUS LUIS AREVALO,  
Appellant,  
vs.  
CATHERINE MARIE AREVALO, N/K/A  
CATHERINE MARIE DELAO,  
Respondent.

Supreme Court No. 83991  
District Court Case No. D448514

**FILED**

FEB 23 2022

*Elizabeth A. Brown*  
CLERK OF COURT

CLERK'S CERTIFICATE

STATE OF NEVADA, ss.

I, Elizabeth A. Brown, the duly appointed and qualified Clerk of the Supreme Court of the State of Nevada, do hereby certify that the following is a full, true and correct copy of the Judgment in this matter.

JUDGMENT

The court being fully advised in the premises and the law, it is now ordered, adjudged and decreed, as follows:

"ORDERS this appeal DISMISSED."

Judgment, as quoted above, entered this 28th day of January, 2022.

IN WITNESS WHEREOF, I have subscribed  
my name and affixed the seal of the Supreme  
Court at my Office in Carson City, Nevada this  
February 22, 2022.

Elizabeth A. Brown, Supreme Court Clerk

By: Andrew Lococo  
Deputy Clerk

D-11-448514-D  
CCJD  
NV Supreme Court Clerks Certificate/Judgn  
4983365



IN THE SUPREME COURT OF THE STATE OF NEVADA

JESUS LUIS AREVALO,  
Appellant,  
vs.  
CATHERINE MARIE AREVALO, N/K/A  
CATHERINE MARIE DELAO,  
Respondent.

No. 83991

**FILED**

JAN 28 2022

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
DEPUTY CLERK

**ORDER DISMISSING APPEAL**

This is a pro se appeal from a post-decree order denying appellant's request to file an amended opposition and counter-motion. Eighth Judicial District Court, Family Court Division, Clark County; Charles J. Hoskin, Judge.

Review of the notice of appeal and documents before this court reveals a jurisdictional defect. The order challenged on appeal does not appear to be substantively appealable. *See Brown v. MHC Stagecoach, LLC*, 129 Nev. 343, 345, 301 P.3d 850, 851 (2013) (this court "may only consider appeals authorized by statute or court rule"). Accordingly, this court concludes that it lacks jurisdiction and

ORDERS this appeal DISMISSED.

*L. Hardesty*, J.  
Hardesty

*Stiglich*, J.  
Stiglich

*Herndon*, J.  
Herndon

SUPREME COURT  
OF  
NEVADA

(0) 1047A

22-02876

cc: Hon. Charles J. Hoskin, District Judge, Family Court Division  
Jesus Luis Arevalo  
Willick Law Group  
Eighth District Court Clerk

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

JESUS LUIS AREVALO,  
Appellant,  
vs.  
CATHERINE MARIE AREVALO, N/K/A  
CATHERINE MARIE DELAO,  
Respondent.

**Supreme Court No. 83991**  
District Court Case No. D448514

**REMITTITUR**

TO: Steven D. Grierson, Eighth District Court Clerk

Pursuant to the rules of this court, enclosed are the following:

Certified copy of Judgment and Opinion/Order.  
Receipt for Remittitur.

DATE: February 22, 2022

Elizabeth A. Brown, Clerk of Court

By: Andrew Lococo  
Deputy Clerk

cc (without enclosures):  
Jesus Luis Arevalo  
Willick Law Group \ Marshal S. Willick  
Hon. Charles J. Hoskin, District Judge

**RECEIPT FOR REMITTITUR**

Received of Elizabeth A. Brown, Clerk of the Supreme Court of the State of Nevada, the  
REMITTITUR issued in the above-entitled cause, on FEB 23 2022.

HEATHER UNGERMANN

Deputy District Court Clerk

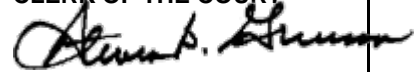
**RECEIVED  
APPEALS**

**FEB 23 2022**

**CLERK OF THE COURT**

37

37



**MOT**  
WILLICK LAW GROUP  
MARSHAL S. WILLICK, 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:  
TIME OF HEARING:

ORAL ARGUMENT REQUESTED: Yes No **X**

**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  
ENTRY OF AN INDEMNIFICATION QDRO AND ATTORNEY'S FEES  
AND COSTS**

## I. INTRODUCTION

As was expected, Jesus has refused to cooperate with the obtaining of the life insurance policy as ordered by this Court at the November 3, 2021, hearing. He has been contacted numerous times via phone by Catherine's insurance broker and has refused to even respond.

The Court has already granted Catherine permission to file an indemnification QDRO to obtain payments on the massive arrears owed to her by Jesus. The attached proposed QDRO would cover repayment of the debt and would provide the security the Court stated was required for her share of the pension benefits.<sup>1</sup>

## II. FACTS

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

On March 30, 2021, the Nevada Court of Appeals issued its *Order Affirming in Part, Reversing in Part, Dismissing in Part, and Remanding*. Of particular importance to this *Motion*, the Court of Appeals found that this Court's calculation as to arrears for the PERS benefits was correct, that this 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*<sup>2</sup> and *Wright*<sup>3</sup> for an award of attorney's fees and costs.

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<sup>1</sup> See Exhibit A, copy of proposed indemnification QDRO.

<sup>2</sup> *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

<sup>3</sup> *Wright v. Osburn*, 114 Nev. 1367, 970 P.2d 1071 (1998).

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

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

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

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

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

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

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

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

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

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

23 On August 6, we sent Jesus a letter requiring that he respond by September 9,  
24 concerning his obtaining the insurance policy. The letter also detailed a number of  
25 financial *Orders* this Court has awarded Catherine and asked that Jesus provide a  
26 proposed payment schedule. Jesus never responded.

27 On November 3, 2021, the Court held a hearing where the issuance of an  
28 indemnification QDRO was granted. Jesus was instructed to cooperate with

1 Catherine's selected insurance broker to obtain a term life insurance policy on his life  
2 to protect Catherine's share of the pension. Jesus was warned by this Court that  
3 failure to cooperate would result in the relief we seek herein.

4 This *Motion* follows.

### 6 **III. ARGUMENT**

#### 7 **A. Arrearages**

##### 8 **1. Jesus Has Not Made Any Significant Payments Toward** 9 **Previous Judgments**

10 Jesus has ignored this Court's *Orders* to pay Catherine any moneys that he  
11 owes her, with the exception of the \$150 per month that he has paid consistently but  
12 usually late, and which never result in the judgments actually being paid.<sup>4</sup>

13 The amounts listed below have all been reduced to judgment and are collectible  
14 by all lawful means.<sup>5</sup> As discussed below, since Jesus has gone to some lengths to  
15 prevent collection by any other means, the lawful means we seek is an  
16 indemnification QDRO of his PERS benefits.

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

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

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

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

##### 22 **Order from May 6, 2020 Hearing:**

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

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24 <sup>4</sup> At the rate of current payment, even without considering interest, payoff would take some  
25 26 years ( $\$48,000 \div \$150 = 320 \div 12 = 26.666$ ); with statutory interest, it is impossible for the  
26 existing arrears to be satisfied within the parties' expected lifetimes. And sums are still accruing –  
for example, Jesus has not paid his half (\$117) of Louie's most recent optometrist bill from March,  
2022, and he has allowed his subscription to OFW to lapse.

27 <sup>5</sup> These were previously reported to the Court with the exception of the last attorney's fee  
28 award. They are repeated here to allow the Court to see what debts are being assessed against the  
pension.

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

3 PERS Pension arrears of \$446.99/month from February 1, 2014 through  
4 November 1, 2016, \$455.93/month from December 1, 2016 through November  
5 1, 2019, and \$488.58/month from December 1, 2019 through September 1,  
6 2020, plus interest.

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

8 Attorney's Fees deferred pending appeal (at issue for this hearing).<sup>6</sup>

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

10 \$57.50 for half of Louie's eye doctor/glasses bill from March 18, 2020, plus  
11 interest.

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

14 \$247.50 for your portion of Louie's dyslexia testing from July 27, 2020, plus  
15 interest.

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

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

18 **Order from November 3, 2021:**

19 Attorney's fees \$2,955.00

20 The Nevada Supreme Court held in *Reed*<sup>7</sup> and *Kennedy*<sup>8</sup>:

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

27 TOTAL OWED: \$65,329.67 if paid on April 7, 2022, accruing interest at  
28 \$7.46 per day.<sup>10</sup>

We ask the Court to increase the amount paid to Catherine from Jesus' PERS  
benefits to 100% minus \$10 per month. The additional \$2000 a month she is  
expected to receive will go toward the debt which will take approximately 3 years to  
satisfy.

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<sup>6</sup> This amount will be added to the judgments listed below once received from the Court.

<sup>7</sup> *Reed v. Reed*, 88 Nev. 329, 497 P.2d 896 (1972).

<sup>8</sup> *Kennedy v. Kennedy*, 98 Nev. 318, 646 P.2d 1226 (1982).

<sup>9</sup> Quote taken from *Kennedy* which cited to *Reed*.

<sup>10</sup> See Exhibit B, MLAW calculation.

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

3 NRS 286.6703 Policy 13.9: If the judgment, decree, or order awards 100% of  
4 the benefit to the alternate payee, the alternate payee shall receive 100%, less  
5 a minimum check of \$10.00 to the retired employee.<sup>11</sup>

6 **B. Jesus Failed to Cooperate in Obtaining the Life Insurance Policy**

7 In the *Order* issued on November 3, 2021, this Court stated:

8 With regard to the life insurance situation, the Court is going to permit  
9 Catherine to set up a broker or whoever she wants to go with to get that put  
10 together. Certainly, the requirement to cover that still falls on Jesus with regard  
11 to it being approved. The Court is demanding and ordering cooperation to get  
12 us to that point. If we cannot obtain that life insurance policy, the Court will  
13 need to come up with alternative security.

14 Jesus has not cooperated with getting this term life insurance policy. Catherine  
15 contacted her State Farm representative, Chris Lopez, to assist in getting the policy  
16 in place. Mr. Lopez attempted to schedule a time to discuss the requirements with  
17 Jesus. He left messages on at least two occasions but Jesus failed to ever return a  
18 call.<sup>12</sup> Without his cooperation, the company can't move forward with issuing a  
19 policy.

20 The Court included in its findings in the November 3, *Order*:

21 The onus is on Catherine to arrange for the life insurance policy and all of the  
22 exams etc., required to obtain the same. If we have no cooperation, then the  
23 Court will have no choice but to go down the path of another form of security.  
24 Certainly, the Court does not to repeat again that Court orders need to be  
25 followed, especially given where we are in this kind of litigation.

26 Catherine did her part. She contacted the insurance company and gave them  
27 all of the information she had including contact information for Jesus. However,  
28

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25 <sup>11</sup> See Official Policies of the Public Employees' Retirement System of Nevada Effective July  
26 1, 2019, at [https://www.nvpers.org/public/employers/PERS Official Policies.pdf](https://www.nvpers.org/public/employers/PERS%20Official%20Policies.pdf).

27 <sup>12</sup> Because Jesus was not an actual client, Mr. Lopez did not keep records of the dates and  
28 times of the call. He will verify that he did attempt to contact Jesus and left at least the two  
messages without a return call.

1 when they tried to contact him, he ignored them. We are now left with little option  
2 but to seek a larger portion of his pension to protect Catherine.

3 The Court was aware of the limited options left to secure alternative security  
4 for Catherine. In another finding from the *Order* of November 3, the Court stated:

5 The Court believes that it has made it clear today that if Jesus is unable to  
6 obtain that insurance policy, the Court will be accessing the balance of his  
7 income in order to make sure that she is secured, because he's left the Court  
8 no other options. The Court's hope is, based upon that admonishment, he'll be  
9 more inclined to cooperate and get us to the point where an insurance policy  
10 can be issued. The Court believes the he does not want to lose the rest of his  
11 income, which is the only step that the Court has left.

12 Jesus has been warned. He did not heed that warning and continues to  
13 challenge the authority of this Court. As such, and in light of the continued delays  
14 imposed by Jesus' lack of action, we ask the Court to leave the award of 100% of the  
15 PERS pension benefit (minus the required \$10) in place to protect Catherine into the  
16 future.

17 Jesus is currently 44 years old and considers himself to be 100% disabled.  
18 According to the Social Security Actuarial tables, a healthy person his age has a life  
19 expectancy of 35.16 years. As indicated above, it will take three of those years just  
20 to satisfy the debt he owes to Catherine. That leaves approximately 32 years of  
21 pension payments if he does not die earlier than expected.

22 This Court has already awarded Catherine a term life insurance policy in the  
23 face value amount of \$201,751.00.<sup>13</sup> With the expected increase of \$2,000 per month  
24 from the indemnification QDRO, it will take at least 11.5 years for Catherine to amass  
25 the equivalent of \$201,751 and pay off the debt that Jesus has incurred. Anything  
26 less than the \$2,000 per month puts Catherine's pension benefit in jeopardy.

27 We believe that due to market conditions and the inflation that the United  
28 States is currently being subjected to, that the QDRO should be permanent. However,

---

<sup>13</sup> See *Order after Remand* filed on July 20, 2021.

1 the Court can retain jurisdiction to revisit this issue after 12 years to see if the  
2 indemnification QDRO is still required.

#### 3 4 **IV. ATTORNEY'S FEES**

5 We are only before the Court because Jesus continues to thumb his nose at this  
6 Court, its orders, Catherine and her counsel. he abjectly refuses to cooperate in any  
7 way. It is this behavior that warrants yet another award of fees. Therefore, Catherine  
8 requests the Court order Jesus to reimburse Catherine the attorney's fees and costs for  
9 this action.

##### 10 11 **A. Legal Basis**

12 "[I]t is well established in Nevada that attorney's fees are not recoverable  
13 unless allowed by express or implied agreement or when authorized by statute or  
14 rule."<sup>14</sup> Attorney's fees may be awarded in a pre- or post-divorce motion/opposition  
15 under NRS 125.150.<sup>15</sup> In addition, and because we believe that Catherine will be the  
16 prevailing party in this matter, she should receive an award of attorney's fees and  
17 costs pursuant to NRS 18.010(2).<sup>16</sup> In addition to NRS 18.010(2), this Court can  
18 award attorney's fees under EDCR 7.60(b):

19 (b) The court may, after notice and opportunity to be heard, impose upon an  
20 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:

- 21 (1) Presents to the court a motion or an opposition to a motion which is  
obviously frivolous, unnecessary or unwarranted.  
22 (2) Fails to prepare for a presentation.  
23 (3) So multiplies the proceedings in a case as to increase costs unreasonably  
and vexatiously.

24  
25  
26 <sup>14</sup> *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005).

27 <sup>15</sup> NRS 125.150.

28 <sup>16</sup> NRS 18.010(2).

1 (4) Fails or refuses to comply with these rules.<sup>17</sup>  
2

3 **B. Disparity in Income**

4 The Court is required to “consider” the disparity in the parties’ income  
5 pursuant to *Miller*<sup>18</sup> and *Wright v. Osburn*.<sup>19</sup> Parties seeking attorney fees in family  
6 law cases must support their fee request with affidavits or other evidence that meets  
7 the factors in *Brunzell*<sup>20</sup> and *Wright*.<sup>21</sup> We will provide the *Brunzell* analysis below.  
8 As to *Wright*, the holding is minimal:

9 The disparity in income is also a factor to be considered in the award of  
10 attorney fees.<sup>22</sup> It is not clear that the district court took that factor into  
consideration.

11 The Court did not hold that the decision of the award of attorney’s fees hinged on a  
12 disparity in income. Only that it is one of the many factors that must be considered.  
13 While Jesus has entered into agreements with his spouse to try to stymie collections,  
14 his household income is considerable; this factor is, at most, neutral.  
15

16 **C. Brunzell Factors**

17 With specific reference to Family Law matters, the Court has adopted  
18 “well-known basic elements,” which in addition to hourly time schedules kept by the  
19  
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23 <sup>17</sup> EDCR 7.60(b).

24 <sup>18</sup> 121 Nev. 619, 119 P.3d 727 (2005).

25 <sup>19</sup> 114 Nev. 1367, 1370, 970 P.2d 1071, 1073 (1998).

26 <sup>20</sup> *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969).

27 <sup>21</sup> 114 Nev. 1367, 970 P.2d 1071 (1998).

28 <sup>22</sup> *Id.* at 1370, 970 P.2d at 1073 (1998).

1 attorney, are to be considered in determining the reasonable value of an attorney's  
2 services qualities, commonly referred to as the *Brunzell*<sup>23</sup> factors:

- 3 1. *The Qualities of the Advocate*: his ability, his training, education,  
experience, professional standing and skill.
- 4 2. *The Character of the Work to Be Done*: its difficulty, its intricacy, its  
importance, time and skill required, the responsibility imposed and the  
5 prominence and character of the parties where they affect the  
importance of the litigation.
- 6 3. *The Work Actually Performed by the Lawyer*: the skill, time and  
attention given to the work.
- 7 4. *The Result*: whether the attorney was successful and what benefits  
were derived.

8 Each of these factors should be given consideration, and no one element should  
9 predominate or be given undue weight.<sup>24</sup> Additional guidance is provided by  
10 reviewing the “attorney’s fees” cases most often cited in Family Law.<sup>25</sup>

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

14 First, respectfully, we suggest that the supervising counsel is A/V rated, a  
15 peer-reviewed and certified (and re-certified) Fellow of the American Academy of  
16 Matrimonial Lawyers, and a Certified Specialist in Family Law.<sup>26</sup>

17 Richard L. Crane, Esq., the attorney primarily responsible for drafting this  
18 *Motion*, has practiced exclusively in the field of family law for over 15 years under  
19

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21 <sup>23</sup> 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

22 <sup>24</sup> *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005).

23 <sup>25</sup> 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 <sup>26</sup> 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 direct tutelage of supervising counsel, and has substantial experience dealing with  
2 complex family law cases.

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

7 The fees charged by paralegal staff are reasonable, and compensable, as well.  
8 The tasks performed by staff in this case were precisely those that were “some of the  
9 work that the attorney would have to do anyway [performed] at substantially less cost  
10 per hour.”<sup>27</sup> As the Nevada Supreme Court reasoned, “the use of paralegals and other  
11 nonattorney staff reduces litigation costs, so long as they are billed at a lower rate,”  
12 so “‘reasonable attorney’s fees’ . . . includes charges for persons such as paralegals  
13 and law clerks.”

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

17 The work actually performed will be provided to the Court upon request by  
18 way of a *Memorandum of Fees and Costs* (redacted as to confidential information),  
19 consistent with the requirements under *Love*.<sup>28</sup>  
20

## 21 **V. CONCLUSION**

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

- 23 1. Enter the attached Indemnification PERS QDRO awarding her 100% of  
24 his Nevada PERS pension minus the required \$10..
- 25 2. Awarding Catherine the entirety of her fees and costs.

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26  
27 <sup>27</sup> *LVMPD v. Yeghiazarian*, 129 Nev. 760, 312 P.3d 503 (2013), citing to *Missouri v. Jenkins*,  
491 U.S. 274 (1989).

28 <sup>28</sup> *Love v. Love*, 114 Nev. 572, 959 P.2d 523 (1998).

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

2           **DATED** this 13<sup>th</sup> day of April, 2022.

3                               Respectfully Submitted By:

4                               WILLICK LAW GROUP

5                               //s// Richard L. Crane

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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- 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.**

//s// Catherine Delao

**CATHERINE DELAO**

## Justin Johnson

---

**Subject:** FW: [EXTERNAL] Re: Life Insurance Policy for Jesus Arevalo  
**Attachments:** 2022.04.10 - Self Calculating GFDF PDF for Posting (NOT SIGNED).pdf; 2022.02.28 - Pay Stub.pdf; 2022.03.14 - Pay Stub.pdf; 2022.03.28 - Pay Stub.pdf

---

**From:** Cat Delao <[cat.delao@yahoo.com](mailto:cat.delao@yahoo.com)>  
**Sent:** Sunday, April 10, 2022 2:25 PM  
**To:** Mallory Yeagan <[mallory@willicklawgroup.com](mailto:mallory@willicklawgroup.com)>  
**Cc:** Richard Crane <[richard@willicklawgroup.com](mailto:richard@willicklawgroup.com)>; Marshal Willick <[marshal@willicklawgroup.com](mailto:marshal@willicklawgroup.com)>; Lorien Cole <[lorien@willicklawgroup.com](mailto:lorien@willicklawgroup.com)>  
**Subject:** Re: [EXTERNAL] Re: Life Insurance Policy for Jesus Arevalo

Hi Mallory,

Everything looks good. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Here is my updated FDF as well.

Let me know if you need anything else.

On Friday, April 8, 2022, 08:29:40 AM PDT, Mallory Yeargan <[mallory@willicklawgroup.com](mailto:mallory@willicklawgroup.com)> wrote:

Good morning, Cat!

I'm happy to hear your probate case is almost over. I can imagine how stressful that was.

I've attached a Motion for Entry of Indemnification QDRO for your review. Please let us know if you'd like to make any changes. I've also attached the most recent FDF on file for you. We will need to update it as I know you're expenses have likely changed since you've moved.

If you have any questions please do not hesitate to contact our office.

Sincerely,



Mallory Yeargan

Paralegal at

**Willick Law Group**

3591 E. Bonanza Road, Suite 200

Las Vegas, Nevada 89110-2101

(702) 438-4100 ext. 119 Fax: (702) 438-5311

Email: [Mallory@willicklawgroup.com](mailto:Mallory@willicklawgroup.com)

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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 13<sup>th</sup> day of April, 2022, 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 Ave.  
Las Vegas, NV 89085  
[wraith702@gmail.com](mailto:wraith702@gmail.com)

*/s/ Justin K. Johnson*

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.

<input type="checkbox"/> <b>\$25</b> The Motion/Opposition being filed with this form is subject to the \$25 reopen fee. -Or- <input checked="" type="checkbox"/> <b>\$0</b> The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because: <input checked="" 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 type="checkbox"/> Other Excluded Motion (must specify) _____.
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**Step 2.** Select the \$0, \$129 or \$57 filing fee in the box below.

<input checked="" type="checkbox"/> <b>\$0</b> The Motion/Opposition being filed with this form is <b>not</b> subject to the \$129 or the \$57 fee because: <input checked="" 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"/> <b>\$129</b> 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"/> <b>\$57</b> 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.
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**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: <b>X \$0</b> <input type="checkbox"/> <b>\$25</b> <input type="checkbox"/> <b>\$57</b> <input type="checkbox"/> <b>\$82</b> <input type="checkbox"/> <b>\$129</b> <input type="checkbox"/> <b>\$154</b>
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Party filing Motion/Opposition: Willick Law Group Date: 4/13/22

Signature of Party or Preparer: /s/ Justin K. Johnson

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**EXHIBIT “A”**

**EXHIBIT “A”**

**EXHIBIT “A”**

1 **QDRO**

2 WILICK LAW GROUP  
3 MARSHAL S. WILICK, ESQ.  
4 Nevada Bar No. 2515  
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  
10

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

15 JESUS LUIS AREVALO,  
16 Plaintiff,

17 vs.

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

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

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

22 **AMENDED QUALIFIED DOMESTIC RELATIONS ORDER<sup>1</sup>**

23 This *Order* is intended to be an Amended Qualified Domestic Relations Order  
24 (“QDRO”) as it pertains to “Participant” and “Alternate Payee” under the provisions  
25 of the Public Employees Retirement Act codified at Chapter 286 of the Nevada  
26 Revised Statutes (the “Act”) and the policies enacted pursuant thereto, effective on  
27 or after October 1, 1993.  
28

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<sup>1</sup> This proposed *Order* is to be provided to the Court in an editable format as required by current local rules. However, the language in this *Order* has been pre-approved by the Plan and any changes may result in the Plan rejecting the same. Please notify the WILICK LAW GROUP if there is any desire to modify this *Order* so we can determine if it will affect its qualified status.

1 This *Order* creates or recognizes the existence of an Alternate Payee's right to,  
2 or assigns to an Alternate Payee the right to receive a portion of the benefits payable  
3 to a plan Participant. It also serves as authorization for the Public Employees  
4 Retirement System (the "System") to provide specific information concerning the  
5 Member's account to the Alternate Payee at any time.

6 This *Order* does not require the System to provide any type or form of benefit,  
7 or any option, not otherwise provided under the Act and policies or require the  
8 System to provide increased benefits.

9 The name of the Plan to which this *Order* applies is the Public Employees'  
10 Retirement System of Nevada. The Plan is specifically directed to pay benefits  
11 pursuant to this *Order* to the Alternate Payee.

12 This *Order* is intended to be an Amended Qualified Domestic Relations Order  
13 ("QDRO") valid for distribution of a Nevada Public Employees' Retirement, as it  
14 pertains to "Participant or Member," Jesus Arevalo, and "Alternate Payee," Catherine  
15 Delao, under the provisions of the Act and the policies enacted pursuant thereto.  
16 Good cause appearing therefor;

17 **THIS COURT FINDS** as follows:

18 1. It is the intent of this *Order* to qualify as an Amended Qualified Domestic  
19 Relations Order under the Act and policies and the provisions herein shall be  
20 administered and interpreted in conformity with the provisions of the Act and  
21 policies.

22 2. Plaintiff, Defendant, and the Court acknowledge that there has been a previous  
23 *Qualified Domestic Relations Order* entered regarding Participant's benefits under  
24 this Plan. This *Order* replaces and supersedes the *Qualified Domestic Relations*  
25 *Order* filed on August 25, 2020, pertaining to the Participant's retirement with the  
26 Public Employees' Retirement System of Nevada.

3. Jesus is a Participant in the Public Employee's Retirement System ("PERS").  
4. Jesus Arevalo ("Jesus"), and Catherine Delao ("Catherine"), were married on June 28, 2008.

5. The parties' *Order from Divorce Trial of May 18, 2012*, and *Decree of Divorce from Decision of May 22, 2012, Subsequent Hearing on October 30, 2012*, filed on February 26, 2013, and *Order* from hearing held November 3, 2021, in Clark County, Nevada. Pursuant to the parties' *Decree*, the date of trial, May 18, 2012, shall be used as the community end date.

6. To avoid violation of the governing Nevada statutes (NRS 603A.040 and NRS 239B.030), the Code of Federal Regulations (5 U.S.C. § 552a, Privacy Act of 1974), and court rules concerning privacy, the parties' dates of birth, and Social Security Numbers are to be provided to the State of Nevada Public Employees Retirement System (PERS) in a separate cover letter simultaneously submitted with this *Order*.

**IT IS HEREBY ORDERED** that the following definitions apply to this *Order*:

**A. PARTICIPANT.** Participant is defined as the member of the Public Employees Retirement System of Nevada.

**B. ALTERNATE PAYEE.** Alternate Payee is defined as a spouse, former spouse, child or other dependent of a Participant who is recognized by this *Order* as having a right to receive a portion of the benefits payable under the Act with respect to such Participant.

**C. DOMESTIC RELATIONS ORDER.** Domestic Relations Order means any judgment, decree or order (including approval of a property settlement agreement) which relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child or other dependent, and is made pursuant to Chapter 125 of the Nevada Revised Statutes.

1                   **D. PLAN ADMINISTRATOR.** The Plan Administrator is the  
2 Executive Officer, whose address is 693 West Nye Lane, Carson City, NV 89703.

3                   **E. OTHER DEFINITIONS.** Any other definitions necessary  
4 to effectuate this *Order* shall be adopted from the Act and the policies adopted  
5 pursuant thereto, as may from time to time be amended. These definitions shall  
6 include any and all definitions, terms or conditions required by statute to qualify this  
7 *Order* as a QDRO.

8                   **IT IS FURTHER ORDERED** that the Court recognizes, and assigns to  
9 Catherine, the right to receive a portion of the benefits payable to a plan Participant.  
10 Catherine is awarded an interest in the pension and retirement interests with the State  
11 of Nevada Public Employees Retirement System (PERS), accrued through  
12 employment, in the name of Jesus Arevalo, as follows:

13                   1. The name of the Participant is Jesus Arevalo, his address is 4055 Box  
14 Canyon Falls, Las Vegas, Nevada 89085; the name of the Alternate Payee is  
15 Catherine Delao, her address is 7661 N. Jones Blvd., Las Vegas, Nevada 89131. The  
16 Alternate Payee is the former spouse of the Member and is recognized by a Domestic  
17 Relations Court as having a right to receive a portion of the allowance or benefit of  
18 a member or retired employee from the system.

19                   2. The retirement system is specifically directed to pay the benefits as  
20 determined herein directly to the Alternate Payee at the first possible date. The  
21 retirement system is not required by this order to provide an allowance or benefit not  
22 otherwise provided under the statutes governing the Public Employee's Retirement  
23 System of Nevada.

24                   3. This Order does not require the retirement system to make payments to  
25 an Alternate Payee prior to the retirement of a Participant or the distribution to or  
26 withdrawal of contributions by a Participant.

27                   4. The Participant shall make payments directly to the Alternate Payee, of  
28 the sum required by this Order, no later than the fifth day of each month until  
payments from the retirement system to the Alternate Payee commence under this  
Order.

                  5. The benefit to be payable to the Alternate Payee shall be a percentage  
award, using Option 1 to calculate the Alternate Payee's benefit. PERS shall pay  
100% of the benefit minus \$10 to the Alternate Payee until further order of the Court.  
The Alternate Payee shall share in any post retirement increases, to the extent of the  
awarded percentage.

1       6.     The Alternate Payee shall be entitled to the benefit as stated above,  
2     beginning the date this *Order* is deemed qualified until further Order of the Court or  
3     until the death of the Participant or Alternate Payee, whichever occurs first.

4       7.     If retroactive payments are due to the Alternate Payee, the Participant is  
5     responsible for making those retroactive payments to the Alternate Payee.

6       **IT IS FURTHER ORDERED** that Jesus has waived any privacy or other  
7     rights as may be required for Catherine to obtain information relating to Jesus' date  
8     of retirement, final grade and step, and pay, present or past retired pay, or other such  
9     information as may be required to enforce the award made herein, or required to  
10    revise this *Order* so as to make it enforceable. PERS is hereby authorized to provide  
11    specific information to Catherine from the retirement file of Jesus for purposes of  
12    issues related to this *Order*.

13       **IT IS FURTHER ORDERED** that if Jesus takes any steps to merge the  
14    retirement divided herein with another retirement program of any kind, or takes any  
15    action that prevents, decreases, or limits the collection by Catherine of the sums to be  
16    paid hereunder; Jesus shall make payments to Catherine directly in an amount  
17    sufficient to neutralize, as to Catherine, the effects of the action taken by Jesus.

18       **IT IS FURTHER ORDERED** that a certified copy of the *Order* shall  
19    be served upon the Plan Administrator. Said *Order* is subject to review by the  
20    Administrator and if approved by the Administrator, is effective on the date set forth  
21    herein. If this *Order* is determined by the Administrator to be a QDRO, then the Plan  
22    Administrator shall, within a reasonable period of time after delivery of this *Order*,  
23    notify the Participant and the Alternate Payee of such determination. If the  
24    Administrator determines that the *Order* does not qualify as a QDRO, the  
25    Administrator shall, within a reasonable period of time, notify the Participant and the  
26    Alternate Payee of the reasons for such determination and shall, if the parties are  
27    married and if the Participant is to retire within 90 days of the *Order*, maintain the  
28    benefits under Option 2 as set forth in NRS 286.545 for a period of 90 days from the

1 date of the Participant's retirement to allow modification of this *Order* for  
2 qualification. If the *Order* does not comply and the parties are divorced, pursuant to  
3 PERS Official policy 13.8, this *Order* will serve as a temporary notice to the System  
4 of a forthcoming *Order* regarding distribution of a member's benefit.

5 **IT IS FURTHER ORDERED** that the Court shall retain jurisdiction to enter  
6 such further orders as are necessary to enforce the award of benefits as specified  
7 herein and in the *Order from Divorce Trial of May 18, 2012, and Decree of Divorce*  
8 *from Decision of May 22, 2012, Subsequent Hearing on October 30, 2012, and*  
9 *Order from Hearing held November 3, 2021, calling for the filing of this QDRO, and*  
10 the allocation of related rights and responsibilities set out above, in accordance with  
11 the provisions of Nevada case and statutory law, including the re-characterization  
12 thereof as a division of Civil Service or other retirement benefits.

13 **IT IS FURTHER ORDERED** that this *Order* shall be governed by the rules  
14 of the Plan and, in the event of a conflict between this *Order* and the *Order from*  
15 *Divorce Trial of May 18, 2012, and Decree of Divorce from Decision of May 22,*  
16 *2012 and Subsequent Hearing on October 30, 2012, the terms of this Order shall*  
17 prevail.

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

19  
20 **DISTRICT COURT JUDGE** \_\_\_\_\_

21 Respectfully Submitted By:  
22 Willick Law Group

23 /s/ Marshal S. Willick

24 **MARSHAL S. WILLICK, ESQ.**  
25 Nevada Bar No. 2515  
26 **RICHARD L. CRANE, ESQ.**  
27 Nevada Bar No. 9536  
3591 E. Bonanza, Suite 200  
Las Vegas, Nevada 89110-2101  
(702) 438-4100 Fax (702) 438-5311  
Attorney for Defendant

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**EXHIBIT “B”**

**EXHIBIT “B”**

**EXHIBIT “B”**

## Arrearage Calculation Summary

**Arevalo v. Delao**

Page: 1

Report Date: 04/14/2022

## Summary of Amounts Due

Total Principal Due 04/14/2022:	\$51,876.02
Total Interest Due 04/14/2022:	\$13,505.88
Total Penalty Due 04/14/2022:	\$0.00
Amount Due if paid on 04/14/2022:	\$65,381.90
Amount Due if paid on 04/15/2022:	\$65,389.36
Daily Amount accruing as of 04/15/2022:	\$7.46

<b>Date Due</b>	<b>Amount Due</b>	<b>Date Received</b>	<b>Amount Received</b>	<b>Accum. Arrearage</b>	<b>Accum. Interest</b>
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

VOLUME III

RA000559

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	150.00	34,165.46	8,086.70
03/09/2020	0.00	03/09/2020	2,000.00	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	3,460.00	03/24/2020	0.00	35,682.96	8,175.75
03/24/2020	44.08	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	1,420.00	05/06/2020	0.00	39,224.20	8,472.21
05/06/2020	2,850.00	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	06/25/2020	150.00	45,112.78	8,869.43

VOLUME III

RA000560

07/01/2020	488.58	150.00	45,451.36	9,076.34
07/27/2020	247.50	0.00	45,698.86	9,089.38
08/01/2020	488.58	150.00	46,037.44	9,281.16
09/01/2020	488.58	150.00	46,376.02	9,487.56
10/25/2020	0.00	150.00	46,226.02	9,687.13
11/25/2020	0.00	150.00	46,076.02	9,892.68
12/25/2020	0.00	150.00	45,926.02	10,090.96
01/01/2021	0.00	150.00	45,776.02	10,295.61
02/25/2021	0.00	150.00	45,626.02	10,499.72
03/23/2021	5,245.00	150.00	50,721.02	10,684.99
04/25/2021	0.00	150.00	50,571.02	10,911.15
05/25/2021	0.00	150.00	50,421.02	11,129.36
06/25/2021	0.00	150.00	50,271.02	11,354.19
07/01/2021	0.00	150.00	50,121.02	11,571.11
08/25/2021	0.00	150.00	49,971.02	11,794.59
09/25/2021	0.00	150.00	49,821.02	12,017.41
10/25/2021	0.00	150.00	49,671.02	12,232.39
11/23/2021	2,955.00	150.00	52,476.02	12,454.72
12/25/2021	0.00	150.00	52,326.02	12,681.16
01/01/2022	0.00	150.00	52,176.02	12,914.47
02/25/2022	0.00	150.00	52,026.02	13,147.12
03/25/2022	0.00	150.00	51,876.02	13,356.65
04/14/2022	0.00	0.00	51,876.02	13,505.88
Totals	66,636.99	14,760.97	51,876.02	13,505.88

\* Indicates a payment due is designated as child support.

VOLUME III

RA000561

**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		5.25%	from Jan 2022 to Jun 2022

Report created by:

Marshal Law version 4.0

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Willick Law Group - [richard@willicklawgroup.com](mailto:richard@willicklawgroup.com) - (702) 438-4100

\*End of Report\*

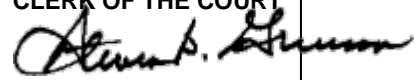
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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\*\*\*\*

Electronically Filed  
4/14/2022 4:00 PM  
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 Entry of an Indemnification QDRO and Attorney's Fees and Costs in the above-entitled matter is set for hearing as follows:

**Date:** May 20, 2022

**Time:** No Appearance Required

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

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

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Brionna Bowen  
Deputy Clerk of the Court

**CERTIFICATE OF SERVICE**

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

By: /s/ Brionna Bowen  
Deputy Clerk of the Court

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\*\*\*\*

Jesus Luis Arevalo, Plaintiff

vs.

Catherine Marie Arevalo, Defendant.

Case No.: D-11-448514-D

Department E

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STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Brionna Bowen  
Deputy Clerk of the Court

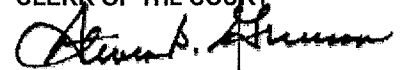
**CERTIFICATE OF SERVICE**

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

By: /s/ Brionna Bowen  
Deputy Clerk of the Court

39

39



1 **RPLY**

2 JESUS LUIS AREVALO  
3 6935 Aliante Pkwy Ste 104, #286  
4 North Las Vegas, NV 89084  
5 (702) 813-1829  
6 *Plaintiff in Proper Person*

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

10 JESUS LUIS AREVALO

CASE NO: D-11-448514-D

11 Plaintiff,  
12 vs.

13 CATHERINE AREVALO,

DEPT. NO: E

14 Defendant.  
15

ORAL ARGUMENT REQUESTED

16  
17  
18 **PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION FOR ENTRY**  
19 **OF AN INDEMNIFICATION QDRO AND ATTORNEY'S FEES AND**  
20 **COSTS**

21 Plaintiff, Jesus Luis Arevalo, appearing in Proper Person, respectfully submits  
22 this *Plaintiff's Opposition to Defendant's Motion for Entry of an Indemnification*  
23 *QDRO And Attorney's Fees and Costs*. This opposition is made and based upon the  
24 papers and pleadings on file herein, the Points and Authorities detailed below, and  
25 the attached Declaration of Jesus Arevalo.  
26

27  
28 THEREFORE, Plaintiff, Jesus Luis Arevalo, requests the following relief:

1 1. For an Order denying Defendant's motion.

2 RESPECTFULLY SUBMITTED this 29<sup>th</sup> day of April, 2022.

3  
4 /s/ Jesus Luis Arevalo  
5 Jesus Luis Arevalo

6 *Plaintiff in Proper Person*

7  
8 **INTRODUCTION**

9 Catherine is asking this court apply child support collection laws in order to  
10 approve the proposed Amended "QDRO" that she intends to use in order to seize  
11 100% of Jesus' pension/disability payments in order to collect attorney's fees  
12 ordered to her, *not* in the nature of support and to provide her with a "security" in  
13 Jesus's PERS benefits. This request is contrary to the debtor protection and Public  
14 Employee's Retirement System laws of this state. Because Catherine's request is  
15 contrary to the laws of this state, and because she is not entitled to the sums she is  
16 requesting, her motion should be denied for these and other reasons.

17  
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19  
20 **POINTS AND AUTHORITIES**

21  
22 **A. Jesus's PERS benefits cannot be used to collect attorney's fees and**  
23 **pension arrearages.**

24 NRS 21.090 (1)(ii) states that "[b]enefits or refunds payable or paid from the  
25 Public Employee's Retirement System pursuant to NRS 286.670 are exempt from  
26 execution. NRS 286.670(1)(b) states that the money in the various funds created by  
27  
28

1 Chapter 286 of the NRS is not subject to execution, garnishment, attachment or any  
2 other process. Further, the Internal Revenue Service defines a QDRO as a judgment,  
3 decree or order for a retirement plan to pay child support, alimony or marital property  
4 rights to a spouse, former spouse, child or other dependent of a participant<sup>1</sup>. NRS  
5 286.7603 allows for orders for payment of allowance relating to child support,  
6 alimony or the disposition of community property to alternate payee pursuant to a  
7 domestic relations order.  
8

9  
10 On January 19, 2022, Mr. Willick sent Jesus an email containing the following:  
11

12 By now you should have been contacted by at least two insurance brokers. If I do  
13 not hear from them by the end of this week that full cooperation has been  
14 provided and adequate policy will shortly be in place, we will proceed with the  
15 motion to seize 100% of the monthly pension payments until Catherine has  
16 enough money in the bank to make the insurance necessary for her to be fully  
17 secured, as the judge indicated would be the result if you did not do everything  
18 necessary to make sure that insurance is in place, and quickly. The clock is  
19 ticking. (Email sent from Willick to Plaintiff is submitted as Exhibit 1)

20  
21 **1. Attorney's fees and PERS pension arrears not for "support".**

22 On September 22, 2021, Catherine filed a motion seeking entry of an  
23 "indemnification QDRO." She requested that the court "increase the amount paid to  
24 Catherine from Jesus' PERS benefits by an additional \$1,500 per month.  
25 Approximately \$500 of this amount [would] go toward the cost of the life insurance  
26

27  
28 <sup>1</sup> <https://www.irs.gov/retirement-plans/plan-participant-employee/retirement-topics-qdro-qualified-domestic-relations-order>.

1 policy with all remaining sums going toward the [attorney's fees and PERS pension]  
2 arrearages." (See Motion filed on September 22, 2021, p. 6 at 21-22; p. 7, at 1-2.)

3 As the basis for the entry of the "indemnification QDRO," Catherine cites *Chesler*  
4 *v. Chesler*, 87 Nev.335, 486 P.2d 1198 (1971) and a California case, *Messenger v.*  
5 *Messenger*, 46 Cal.2d 619, arguing that "liquidation of a judgement for arrears may  
6 be scheduled in any manner the district court deems proper under the  
7 circumstances." However, neither authority applies to this case. *Chesler* deals with  
8 child support arrears, and *Messenger* deals with alimony arrears. Further, Catherine  
9 cited inapplicable case law from Massachusetts that deals with collection of child  
10 support arrears and associated attorney's fees through QDRO from ERISA plans and  
11 argues that neither ERISA or NRS chapter 286 restrict the purpose or underlying  
12 basis to a former spouse. However, 286.6703(1) explicitly states that alternate payee  
13 decree or order is limited to child support, alimony or the disposition of community  
14 property. Furthermore, the official policy of Nevada PERS section 13.11 states that,  
15 "if a judgement, decree, or order indicates that arrearages are owed by the member  
16 or retired employee to an alternate payee, the System will not participate in the  
17 collection of these arrearages. Arrangements for payments must be paid between the  
18 two parties. (PERS Policy Handbook is submitted as Exhibit 2)  
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1 Indeed, NRS 31A.150(1) states the support may be withheld from any money:

2 1. Money may be withheld **for the support of a child** pursuant to NRS  
3 31A.025 to 31A.190, inclusive, from any money:

4 (a) Due to:

5 (1) The obligor as a pension, an annuity, unemployment compensation,  
6 a benefit because of disability, retirement or other cause or any other benefit;

7 (2) The obligor as a return of contributions and interest; or

8 (3) Some other person because of the death of the obligor,  
9 È from the State, a political subdivision of the State or an agency of either, a  
10 public trust, corporation or board or a system for retirement, disability or annuity  
11 established by any person or a statute of this or any other state, whether the money  
12 is payable periodically or in a lump sum[.] (*emphasis added*)

13 Catherine's own proposed "Qualified" Domestic Relationship Order defines  
14 itself<sup>2</sup> as a judgement, decree or order (including approval of property agreement)  
15 which relates to the provision of child support, alimony payments, or marital  
16 property right to spouse, former spouse, child or other dependent, and is made  
17 pursuant to Chapter 125 of the Nevada Revised statute. However, Catherine is asking  
18 the court to ignore the law and enter an order that would be used to "seize 100% of  
19 pension payments" *and* collect judgement for attorney's fees and PERS Pension  
20 arrears, **which have nothing to do with child support or alimony payments.**

21 Notably, PERS does not participate in collecting pension arrears. If the Court enters  
22 the Catherine's proposed order, it will be in violation of the law since the attorney's  
23 fees were not awarded in nature of support and the alleged pension arrears, the  
24  
25  
26

---

27  
28 <sup>2</sup> (See Proposed Amended QDRO p.3 ln 22-26)

1 amount of which is in dispute, are property division proceeds, not alimony.  
2 Catherine's request is thus improper and the proposed amended QDRO should not  
3 be entered.  
4

5 **2. Even if QDRO could be used to collect pension arrears and attorney's fees,**  
6 **which it cannot, the amount of arrears is not correct.**

7 Catherine's proposed QDRO seeks an incorrect amount of attorney's fees as  
8 the Appellate court reversed attorney's fee judgement, but Catherine's calculations  
9 have not been updated. Moreover, attorney's fee awards do not have a due date on  
10 them, as such, they are not "arrears". Catherine is free to pursue collection of the  
11 judgements by any lawful means, but trying to collect then thorough the proposed  
12 amended QDRO from Jesus's PERS account is not one of them.  
13  
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15

16 Further, there is no proper schedule of arrears for the PERS pension payments,  
17 as required by EDCR 5.508. "M-Law" calculations provided by Catherine are not a  
18 schedule of arrears as defined by the rule. Moreover, the amount of the arrears is not  
19 a proper amount, as Catherine is only entitled to the retirement portion of Jesus's  
20 PERS benefits. The correct amount is \$151.75 per Jesus' Expert, Mike Sherman,  
21 CPA's calculations. (Calculations of Catherine's share of Jesus's PERS pension  
22 benefits are submitted as Exhibit 3)  
23  
24  
25

26 ///

1 **B. Jesus's PERS benefits cannot be used as a "security" for interest in Jesus's**  
2 **PERS benefits.**

3 **1. Even if Jesus refused to cooperate with insurance Agent, which he did**  
4 **not, it is not the basis to permanently assign 100% of Jesus's PERS disability**  
5 **and pension benefits to Catherine.**

6 Catherine's request is based on Jesus's alleged violation of a court order  
7 requiring him to cooperate with insurance agent in Catherine obtaining a Life  
8 Insurance Policy on his life, however, Jesus did not refuse to cooperate with  
9 Catherine. Jesus received a call from an agent from Zurich Life insurance and  
10 completed all of the application requirements. He was subsequently denied  
11 coverage. Contrary to Catherine's statement to the court, Jesus has never received  
12 any calls or email from Catherine's State Farm Insurance agent, Mr. Lopez, and it is  
13 telling that Catherine never submitted proof from the agent allegedly contacting  
14 Jesus, she only stated that she would.

15 Even assuming *arguendo* that Jesus refused to cooperate with Catherine in  
16 obtaining life insurance, she did not bring a proper motion to enforce  
17 compliance/contempt of court. Before the court can "punish" Jesus for alleged  
18 violation, Catherine has to follow the procedural requirements by filing a proper  
19 motion, the court has to hold an evidentiary hearing, and only then the court can  
20 make a finding whether Jesus knowingly willingly violated a court order. She did  
21 not do so, and even if she did, the court is only limited to "punish" Jesus in  
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1 accordance with NRS 22.100, not by assigning 100% of Jesus's disability and  
2 pension to Catherine.

3 **2. There is no basis to modify the Parties' Divorce Decree to provide for**  
4 **alternative "security" for Catherine's PERS pension benefits.**

5 Just like she improperly attempting to use alimony and child-support-related  
6 statutes and case law in order to persuade this court to grant her permission to file  
7 an "indemnification QDRO" to collect judgements for attorney's fees, Catherine is  
8 doing the same in order to ask for "security" in Jesus' PERS benefits. There is no  
9 law in the Chapter 125 of NRS except child support statutes, NRS 125B.200 through  
10 125B.300, that provide for "security" and NRS 125.150(a), which states that in  
11 granting a divorce, the court may also set apart such portion of the separate property  
12 of either spouse for the other spouse's support or the separate property of either  
13 spouse for the support of their children as is deemed just and equitable. But as stated  
14 above, Catherine is not asking for "security" or to set aside any separate property of  
15 Jesus's for support. Instead, she alleges that she is entitled to for him to provide her  
16 with "security" in PERS pension benefits.

17 With respect to PERS benefits, the Parties' decree of Divorce provides:

18 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the  
19 PERS benefits shall be divided pursuant to Gemma and Fondi. Mike Levy shall  
20 prepare the Qualified Domestic Relations Order (QDRO), with parties equally  
21 sharing in the cost of the QDRO as required my Mr. Levy. The trial date of May 18,

1 2012, shall be used as the line of demarcation. Per stipulation, in lieu of defendant  
2 receiving a survivor benefit on Plaintiff's PERS, Plaintiff has agreed to obtain a life  
3 insurance policy with Defendant as the beneficiary. Defendant shall have ownership  
4 of the Plaintiff's life insurance policy with the Plaintiff being responsible for the  
5 annual, quarterly, or monthly premiums, whichever applies. The Court retains  
6 jurisdiction over this issue.  
7  
8

9 Catherine's attorney, Mr. Willick, authored a paper, presumably for fellow  
10 practitioners, in which he advises about "Tips and Traps of PERS retirement  
11 Division and Survivorship Options." (Marshal Willick's "Death by PERS" paper is  
12 submitted as Exhibit 4) One of the traps discussed is "Not accounting for Member's  
13 Possible Death." Mr. Willick Wrote:  
14  
15

16 PERS does not provide a pre-retirement survivorship interest for the spouse.  
17 In other words even if you have a QDRO in place, if the participant dies before  
18 retiring, all benefits – including survivor benefits for the former spouse – are  
19 lost. A prudent attorney will get an order that the former spouse may obtain  
20 an insurance policy securing the spousal interest, to remain in place at least  
21 until the member actually retires (this is discussed further below). We have  
22 seen several cases where this was not done, the member died before retiring,  
23 the former spouse got nothing, and then tried to sue the lawyer alleging that  
24 she was not warned of that possibility.

25 Mr. Willick then discusses how the spousal share is secured. He writes:

26 **PERS provides multiple "options" under which a retiring member can**  
27 **give up a bit of the lifetime benefit payment stream in exchange for**  
28 **varying death benefits to be paid to an eligible survivor beneficiary.** This  
is how the spousal share is secured – by choosing an option with a  
survivorship interest. But there are multiple choices available.

Options 1 is the "Unreduced" benefit, paying the largest possible lifetime sum, but providing no survivorship. If the member dies, all payments to the former spouse stop.

Option 2 provides an actuarially reduced lifetime sum, with the same amount paid to the survivor for life. This is akin to a "100% joint and survivor annuity" in the world of private pensions.

Option 3 provides an actuarially reduced lifetime sum, with 50% of the lifetime sum paid to the survivor for life. This is akin to a "50% joint and survivor annuity" in the world of private pensions.

Option 4 is the same as Option 2, except no benefits are payable to the survivor until that person reaches age 60. If the divorce occurs when the parties are in their mid-50s, this often makes sense as a choice because it is cheaper than an Option 2 selection, with little added risk.

Option 5 is the same as Option 3, except no benefits are payable to the survivor until that person reaches age 60.

Option 6 allows the creation of a customized survivor interest (to match the sum being paid during life to the former spouse, or otherwise), which actuarially reduces the lifetime benefit.

Option 7 is the same as Option 6, except no benefits are payable to the survivor until that person reaches age 60.

**It is imperative that the attorney understand each of these options and that a clear award of a survivorship option be selected at the time of divorce.** The decree should unambiguously state i.e., "the participant is required to select Option 2 at the time of retirement..." That order should, of course, be served on PERS. (Emphasis supplied.)

Further, Willick wrote:

Some States require that during a divorce, all pensions are to be "valued" at the time of divorce with that value being placed on a marital balance sheet. Fortunately, Nevada is not one of those States. **However, you will find some attorneys hiring actuaries to value the PERS pension or attempting to apply a value to the pension to accomplish an equalization.**

1       **This process is fraught with danger as there is no sure way to precisely**  
2       **value a defined benefit pension. You have no real idea when the parties**  
3       **will die or what the ultimate value of the pension will be until the**  
4       **member is actually retired. (Emphasis supplied.)**

5       It is not Jesus's fault that Catherine's attorney, the Abrams Law Firm, did not  
6       value Catherine's interest share in Jesus's PERS at the time of the parties' divorce.<sup>3</sup>

7       There was no way for Jesus to guess the death benefit amount of life insurance he  
8       was supposed to get to in order to get Catherine's share of the PERS benefits  
9       "secured," nor does the parties' Decree of Divorce require him to do so. Catherine  
10      knew that there were options other than life insurance to secure her share since she  
11      specifically waived it in exchange to Jesus obtaining life insurance, but she chose  
12      not to pursue them.  
13

14  
15      It is also not Jesus' fault that Catherine chose not to pursue the enforcement  
16      of the life insurance provision until after Jesus retired due to disability(?), and when  
17      he became ineligible for coverage. It is simply asinine to bargain for a life insurance  
18      survivorship benefit in lieu of survivorship benefits and wait for years until the  
19      former spouse employee retires before pursuing valuation for spousal share of  
20      retirement benefits and seeking enforcement of a life insurance provision. When a  
21      former spouse employee approaches retirement age, insurance premiums become  
22      

---

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27      <sup>3</sup> Of note, the Principal of the Abrams Law Firm, Jennifer Abrams, is Mr. Willick's paramour. It  
28      appears that Mr. Willick pursues unfounded claims against Jesus on Catherine's behalf because  
    he does not want to admit to Catherine that the Abrams Law Firm likely committed malpractice.

1 cost-prohibitive, or, as happened in this case, retiree becomes ineligible for  
2 coverage. Catherine's suggestion that Jesus should pay \$500/month for life  
3 insurance to "secure" her approximate \$400-dollar per month benefit<sup>4</sup> is just as  
4 nonsensical and absurd. Catherine only has herself and the Abrams Law Firm to  
5 blame for being not "secured" and is barred from pursuing further "enforcement" of  
6 the life insurance provision issue by the doctrine of laches.  
7  
8

9 **C. Entry of the amended "qualified" Domestic Relations Order will render**  
10 **Jesus destitute.**

11 In her original motion, Catherine asked the court to be paid from Jesus' PERS  
12 benefits in the amount of \$500 per month for life insurance premium payments. It is  
13 unknown how Catherine estimated this amount as she submitted no evidence that  
14 life insurance an approximate face value of \$200,000 premium on a policy with an  
15 unknown "term" would be \$500 per month. In this motion, however, Catherine is  
16 alleging that Jesus refused to cooperate with her insurance agent and is asking the  
17 court to "award her 100% of the PERS benefits (minus the required \$10) in place to  
18 protect Catherine into the future." (Motion filed April 14, 2021, p. 7 at 9-13)  
19 Catherine argues that if she is paid \$2000 per month from Jesus's PERS it will take  
20 11.5 years to "amass the equivalent of \$201,751 and to pay off the debt that Jesus  
21 has incurred" (Motion filed April 14, 2021, p. 7 at 19-24)  
22  
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28 <sup>4</sup> The correct amount of benefit should be \$151.75 It is a subject to a separate motion.

1 Catherine then argues that due to market conditions and the inflation that the United  
2 States is currently being subject to, the QDRO should be permanent. Catherine's  
3 request is unconscionable, outrageous and should be denied.  
4

5       There is no factual or legal basis for this court to permanently assign 100% of  
6 Jesus's PERS benefits, minus \$10 dollars per month, to Catherine. Jesus does not  
7 owe her the amount she has decided she wants the life insurance benefit of Jesus'  
8 life to be. Moreover, every month she is receiving the benefits, the amount of  
9 Catherine's "insurable interest" in Jesus's life for the purposes of PERS payments  
10 decreases. Therefore, in addition to other problems associated with this proposed  
11 QDRO, If the court enters the proposed QDRO, Catherine will be unjustly enriched  
12 since the proposed QDRO is permanent and she will receive payments she is not  
13 entitled to.  
14

15       On November 3, 2021, presumably misled by the nature of the judgements,  
16 the court approved the indemnification QDRO as an ability to collect on judgements,  
17 but explicitly denied Catherine's request for a specific amount, stating that it is  
18 subject "to the rules [with regards to increasing the amount] and what is available or  
19 not available [to pay judgements]". (See Order filed on November 23, 2021) During  
20 the same hearing, the court noted that it is concerned with "eliminating Jesus' ability  
21 to maintain an income and a living," yet it stated that Jesus will lose "the rest of his  
22 income" if he does not cooperate in obtaining life insurance. The court has  
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consistently maintained that it had no "special relationship" with Catherine's counsel, but the fact that the court is willing to force a permanently disabled<sup>5</sup> former police officer to survive on \$10 dollars per month when he has dependents to care for, while unjustly enriching Defendant and improperly assisting her in collecting attorney's fees and pension arrears speak volumes as to the court's deep-seated favoritism for Defendant.

**D. There is no Factual or legal basis for the court to award attorney's fees to Catherine.**

Attorney's fees are not recoverable unless allowed by express or implied agreement or when authorized by statute or rule. *Schouweiler v. Yancey Co.*, 101 Nev. 827, 830, 712 P.2d 786, 788 (1985). Moreover, the primary consideration in an award of attorney fees in family cases is the financial position of the party. This is pursuant to NRS 125.040:

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

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

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

---

<sup>5</sup> See Exhibit Indicating that Jesus has permanent disability.

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

3           Here, Catherine argues that she is entitled to a fee award because Jesus  
4           allegedly refused to cooperate with her in obtaining life insurance. However, since  
5           Jesus never refused to comply, and because the Catherine failed to submit a proper  
6           motion, her request for fees and costs must be denied. Catherine also failed to submit  
7           the required Financial Disclosure Form. EDCR 5.507. States that unless otherwise  
8           ordered by the court, or otherwise required by another rule or statute:  
9

10  
11           (a) A General Financial Disclosure Form (GFDF) must be filed in support of  
12           any motion or countermotion that includes a request to establish or modify child  
13           support, spousal support, fees and allowances, exclusive possession of a  
14           residence, or any matter involving money to be paid by a party.

15           (b) A GFDF must be filed in support of any opposition to a motion or  
16           countermotion described in section (a).

17           (c) All financial disclosures must be filed on the form(s) specified by the  
18           NRCP.

19           (d) A financial disclosure must be filed within 3 days of the filing of the  
20           motion, countermotion, or opposition it supports, and may only be filed in open  
21           court with leave of the judge upon a showing of excusable delay.

22           (e) Every GFDF filing shall include copies of the filing party's 3 most recent  
23           paycheck stubs (or equivalent).

24           (f) An assertion within a motion, opposition, or countermotion that there has  
25           been no material change in a financial disclosure filed within the preceding 6  
26           months satisfies this rule.

27           (g) The court may construe any motion, opposition, or countermotion not  
28           supported by a timely, complete, and accurate financial disclosure as admitting  
29           that the positions asserted are not meritorious and cause for entry of orders  
30           adverse to those positions, and as a basis for imposing sanctions.

31           (h) In paternity matters, or postjudgment family division matters, only the  
32           case information, household, and income and expense sections of the GFDF need  
33           be completed. For good cause shown, the court may require a party to complete  
34           the remaining portions of the GFDF.

1 (i) For good cause shown, the court may require a party to file a Detailed  
2 Financial Disclosure Form (DFDF).

3 [Added; effective January 27, 2017; amended; effective January 1, 2020.]

4 Because there is no factual or legal basis for the court to award Catherine  
5 Attorney's fees, and because she failed to comply with EDCR 5.507, her request  
6 should be denied. The same applies to the remainder of Catherine's "requests for  
7 money."  
8

### 9 10 III. CONCLUSION

11 Catherine's motion should be denied.  
12

13 RESPECTFULLY SUBMITTED this 29th day of April, 2022.  
14

15 /s/ Jesus Luis Arevalo  
16 Jesus Luis Arevalo  
17 *Plaintiff in Proper Person*  
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## DECLARATION OF PLAINTIFF

I declare, under penalty of perjury:

1. I have read the foregoing opposition, and the factual averments it contains are true and correct to the best of my knowledge, except as to those matters based on information and belief, and as to those matters, I believe them to be true. Those factual averments contained in the referenced filing are incorporated here as if set forth in full.
2. Any Exhibit(s) in support of this Motion will be filed separately in an Exhibit Appendix.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

RESPECTFULLY SUBMITTED this 29th day of October, 2022.

/s/ Jesus Luis Arevalo

Jesus Luis Arevalo

*Plaintiff in Proper Person*

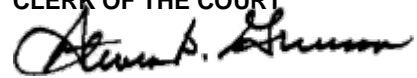
**CERTIFICATE OF SERVICE**

**MOFI**

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**EXHS**

6935 Aliante Pkwy Ste 104, #286

North Las Vegas, NV 89084

(702) 813-1829

*Plaintiff in Proper Person*

**EXHIBITS**

EXHIBIT 1: Email threatening to seize PERS benefits from Willick to Plaintiff.

EXHIBIT 2: PERS Policies handbook.

EXHIBIT 3: Calculations of Catherine's share of Jesus's PERS pension benefits.

EXHIBIT 4: Marshal Willick's *Death by PERS*: Tips and Traps of PERS Retirement Division and Survivorship Options article.

EXHIBIT 5: Jesus's permanent disability determination.

# 1

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**Life Insurance Policy for Jesus Arevalo**

1 message

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**Cat Delao** <cat.delao@yahoo.com>

Fri, Jan 7, 2022 at 2:35 PM

To: Chris Lopez &lt;chris.lopez.h3le@statefarm.com&gt;

Cc: Mallory Yeargan &lt;mallory@willicklawgroup.com&gt;, Marshal Willick &lt;marshal@willicklawgroup.com&gt;, Richard Crane &lt;richard@willicklawgroup.com&gt;, Lorien Cole &lt;lorien@willicklawgroup.com&gt;, "J. Rev" &lt;wrath702@gmail.com&gt;, "vinni702@yahoo.com" &lt;vinni702@yahoo.com&gt;

Hi Chris,

I apologize for not getting this to you when I said I would. I have no excuse.

A few months ago we spoke in regards to State Farm going through the process to see if my ex-husband, Jesus Arevalo, would qualify for a life insurance policy. It is court ordered that the policy be at least \$201,750.00. I (Catherine Delao) would be the owner & beneficiary & Jesus Arevalo would be the insured of the policy.

I remember discussing with you that you would need to speak to Mr. Arevalo in confidence in regards to personal information to see if he is eligible to obtain a policy. Mr. Arevalo is aware I was to seek a company to speak to him to see if could be insured. Here is Mr. Arevalo's contact information, he is also cc'd to this email along with my attorneys.

Jesus Arevalo

(702) 813-1829

wrath702@gmail.com

vinni702yahoo.com (these are the two emails the court has on file for him)

4055 Box Canyon Falls Ave

North Las Vegas, NV 89085

Thank you for your assistance on this,

Catherine Delao

---

**Louie; e-mails; various disputes**

2 messages

---

**Marshal Willick** <marshal@willicklawgroup.com>

Wed, Jan 19, 2022 at 6:47 PM

To: J Rev &lt;wrath702@gmail.com&gt;

Cc: Lorien Cole &lt;lorien@willicklawgroup.com&gt;, Mallory Yeargan &lt;mallory@willicklawgroup.com&gt;

Mr. Arevelo:

I have received notes from both you and Catherine in the past couple of days; they will be addressed together.

I. Your note re: "reasonable phone contact."

My understanding is that "reasonable phone contact" is and always has been provided; OFW communications are reviewed. If you are dissatisfied with the current orders, you can request permission to file a motion to provide grater specificity. I am sure Judge Hoskin would be happy to define "reasonable" for you for all phone contact going forward.

II. Insurance (health and life).

You have given notice, with excuses, that Louie is not presently insured, in violation of current court orders. Please verify that the insurance has been restored, along with any numbers, copies of insurance cards, etc., by the end of this week. Failure will result in a motion for contempt.

\* By now you should have been contacted by at least two insurance brokers. If I do not hear from them by the end of this week that full cooperation has been provided and an adequate policy will shortly be in place, we will proceed with the motion to seize 100% of the monthly pension payments until Catherine has enough money in the bank to make the insurance unnecessary for her to be fully secured, as the judge indicated would be the result if you did not do everything necessary to make sure the insurance was actually in place. The only way for you to prevent that from happening is to make sure that insurance is in place, and quickly. The clock is ticking. \*

If you have problems with how medications, etc., are being dealt with, feel free to request permission to file a motion on the point. It will be met with a response asking for Catherine to have unilateral authority to make all medical decisions for Louie, which (on the basis of the comments from the bench at our last appearance) I would expect to be granted.

III. Your Uninvited Appearances to Catherine's House.

As your note admits, you have appeared at Catherine's home uninvited, apparently several times. The existing court order prohibits this, and you have been warned by OFW messages to cease going to her house uninvited for any purpose. As you have proven yourself to be unstable and dangerous, Catherine has quite understandably expressed that

she is in fear for her personal safety. This is your final warning: if it (an uninvited visit by you to Catherine's home or work) recurs, for **any** reason whatsoever, a TPO will be sought – you have already seen that ignoring such orders can and will result in jail time, which will be requested and, I presume, imposed. I have further informed Catherine that she has every right to protect herself by whatever means she deems necessary and appropriate. In short, stay away from Catherine's home; you are not to go there, ever – period.



Willick Law Group

A Domestic Relations & Family Law Firm

Marshal S. Willick, Esq.  
3591 E. Bonanza Road, Ste. 200  
Las Vegas, NV 89110-2101

Fellow, American Academy of Matrimonial Lawyers

Fellow, International Academy of Family Lawyers

Certified Specialist in Family Law by Nevada Board of Legal Specialization & NBTA  
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e-mail: [marshal@willicklawgroup.com](mailto:marshal@willicklawgroup.com)  
main website [www.willicklawgroup.com](http://www.willicklawgroup.com)

QDRO website: [www.qdromasters.com](http://www.qdromasters.com)

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**From:** J Rev <[wrath702@gmail.com](mailto:wrath702@gmail.com)>

**Sent:** Monday, January 17, 2022 1:42 PM

**To:** Lorien Cole <[lorien@willicklawgroup.com](mailto:lorien@willicklawgroup.com)>; Marshal Willick <[marshal@willicklawgroup.com](mailto:marshal@willicklawgroup.com)>

**Subject:** Catherine Delao

You need to remind your client that in the decree of divorce it says reasonable phone contact.

Catherine has me blocked and whenever our son goes to her house. She shuts off his phone. Our son reached out to me yesterday because he was sick and Mom wasn't giving him medicine. So I did a family wizard to Mom and let her know I was going to do a Teladoc and get him some medication. She never responded so I went ahead and picked up Luis's amoxicillin and took it to the house along with some other medicine and vitamins. Catherine got mad and took his phone away from him. I sent Catherine another wizard letting her know about the dosage of the amoxicillin and the vitamins.

Again today she takes Luis phone or it is off. She always has me blocked from her cell phone and now she's not reading her wizards.

This falls close to the realm of medical neglect on Catherine's part. With Covid going around and people getting sick. She should've been giving Luis some type of medication at the very least over the counter. Now I can't even get a hold of our son or Catherine to make sure he is taking his medication and are feeling better.

J Rev <wrath702@gmail.com>

Thu, Jan 20, 2022 at 9:46 AM

To: Marshal Willick <marshal@willicklawgroup.com>

I. You should advise your client to stay out of the phone I bought, pay and provide for our son. Catherine is NOT legally authorized to go into that phone which is legally mine and block me and the rest of Louie's family on this side. Further more she is NOT authorized to go into that cell I own and shut off apps. There has been NO reasonable phone contact since Steve Delao died. There has been no home. Catherine always has me blocked on her cell. Catherine will also take and/or shuts off the phone I provide for our son. Catherine will also go into it Louie's cell and blocks me. All documented. Your client is in violation of decree.

II. Health Insurance situation is out of my control. As you and the courts know, I am disabled and can not work. I also have no money to pay for private insurance or Medicare. Insurance will be available once we are eligible again. Less than 3 months from me notifying Catherine. However your client makes \$5200 GMI vs my \$2500. Has a job and is able to provide health insurance through her work for our son. Catherine was also given money and or insurance options when Steve Delao died through IBM for her and Louie. ( IBM money/health insurance documented ). So options are, Catherine can get insurance through her work. Catherine can act like most adults in this situation and wait. This situation is NOT willful and is out of my control. "Life Insurance" I have been fully 100% cooperative with the Insurance companies calling. Have only heard from 1 to date and seen an email Catherine sent to another. Not my fault if the companies you have selected are not reaching out to me.

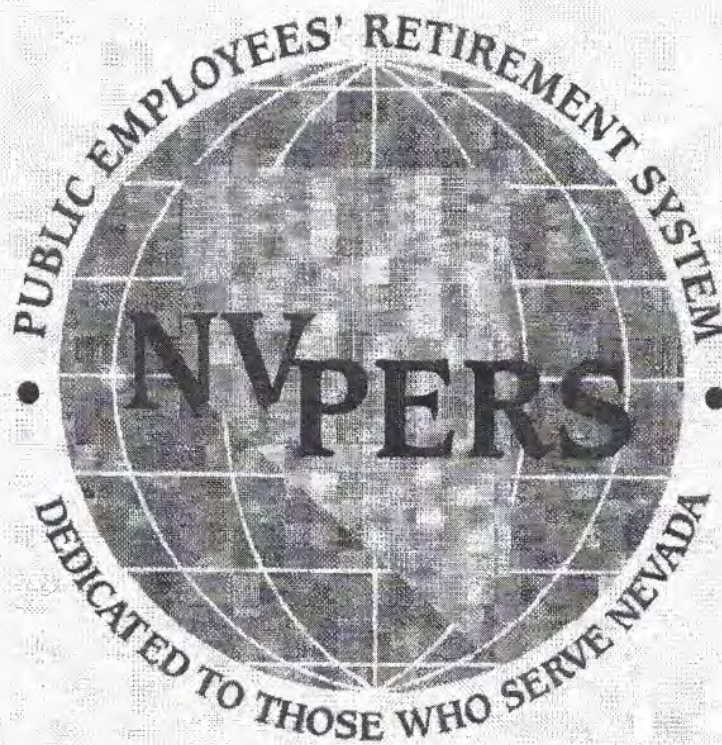
III. Uninvited at Catherine's house. Never happened/happens. Our son was sick and reached out to me. I sent your client an email through Our Family Wizard advising of the situation and a text to read her Wizard. She never responded. So per my sons request for medicine, for the Sinus infection his mom was ignoring, I brought our son prescription medicine I got from a Dr's visit in regards to Louie. I would like to see the standing order that says this is wrong? If your client would act like an adult, read and answer her Wizard? This could have gone differently or been avoided. I am NO threat to Catherine. She is the one that has acted inappropriately at exchanges NOT me. ( also documented) However if she feels the need to file a false police report with NLVPD? I will have no issues talking with a NLVPD Officer or Detective about Catherine to include showing them our divorce decree and all the documentation of this "Civil Issue" to include other civil matters your client has been sanctioned for. Also be advised TPOs are NOT granted on someone's feelings. FALSE reporting is a crime especially when it comes to TPOs. Catherine has also been warned by a Judge in the past in regards to false TPOs. Again, tell your client to grow up and act like an adult by answering Our Family Wizard and properly communicating. I have a legal right to reasonable phone contact and more so when Louie is sick. Especially since I bought and pay for a second cell I allow him to use. I also have another legal option of a welfare check by NLVPD when ever I feel it's necessary. However I am trying to avoid these and communicate with your client about our son like an adult. Catherine should do the same.

V. I'm sure you know by now. This case will be heard by the Supreme Court of Nevada. So I'm sure we will be discussing these issues further very soon.

P.S. Your client has been acting inappropriately, lying and medically neglecting our son. I know shes under a lot of stress with the unlawful suit against the step kids and estate case she lost, got sanctioned and labeled a vexatious litigant. However that is not my problem or fault. Catherine should do what's in Louie's best interest and start properly communicating with me in regards to our son. That's what coparenting is.

[Quoted text hidden]

2



*Official Policies*

*Of the*

**PUBLIC EMPLOYEES' RETIREMENT  
SYSTEM OF NEVADA**

693 West Nye Lane  
Carson City, Nevada 89703

Effective: July 1, 2019

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 15<sup>th</sup> 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 13<sup>th</sup> 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 30<sup>th</sup> 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.

# 3

**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.

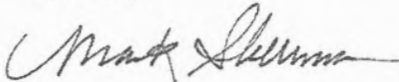
In addition, we used the following figures to calculate the community property value of the total retirement benefits earned during the marriage as follows:

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

4

# **Death by PERS: Tips and Traps of PERS Retirement Division and Survivorship Options**

by

Marshal S. Willick  
WILICK LAW GROUP  
3591 East Bonanza Rd., Ste. 200  
Las Vegas, NV 89110-2101  
(702) 438-4100  
fax: (702) 438-5311  
website: [willicklawgroup.com](http://willicklawgroup.com) and [qdromasters.com](http://qdromasters.com)  
e-mail: [Marshal@willicklawgroup.com](mailto:Marshal@willicklawgroup.com)

December 7, 2017

## BIOGRAPHY

Marshal S. Willick is the principal of the Willick Law Group, an A/V rated Family Law firm in Las Vegas, Nevada, and practices in trial and appellate Family Law. He is a Certified Family Law Specialist, a Fellow of both the American Academy of Matrimonial Lawyers (AAML) and the International Academy of Family Lawyers (IAFL), former Chair of the Nevada Bar Family Law Section and former President of the Nevada chapter of the AAML. He has authored many books and articles on Family Law and retirement benefits issues, and was managing editor of the Nevada Family Law Practice Manual. He is frequent teacher of continuing legal education classes and is often sought as a lecturer on family law issues.

In addition to litigating trial and appellate cases in Nevada, Mr. Willick has participated in hundreds of divorce and pension cases in the trial and appellate courts of other states, and in the drafting of various state and federal statutes in the areas of divorce and property division. He has chaired several Committees of the American Bar Association Family Law Section, AAML, and Nevada Bar, has served on many more committees, boards, and commissions of those organizations, and has been called on to sometimes represent the entire ABA in Congressional hearings on military pension matters. He has served as an alternate judge in various courts, and frequently testifies as an expert witness. He serves on the Board of Directors for the Legal Aid Center of Southern Nevada.

Mr. Willick received his B.A. from the University of Nevada at Las Vegas in 1979, with honors, and his J.D. from Georgetown University Law Center in Washington, D.C., in 1982. Before entering private practice, he served on the Central Legal Staff of the Nevada Supreme Court for two years.

Mr. Willick can be reached at 3591 East Bonanza Rd., Ste. 200, Las Vegas, NV 89110-2101. His phone number is (702) 438-4100, extension 103. Fax is (702) 438-5311. E-mail can be directed to [Marshal@willicklawgroup.com](mailto:Marshal@willicklawgroup.com), and additional information can be obtained from the firm web sites, [www.willicklawgroup.com](http://www.willicklawgroup.com) and <http://www.qdromasters.com>.

There are many common PERS missteps that can subject you to liability. These materials will step through some of the misperceptions that we see repeatedly. Not recognizing them can bite counsel (and their clients) in negotiations, mediation, and in the courtroom, and subject counsel to liability from their clients. Knowing at least the basics enables practitioners to make better decisions and protect their clients' interests.

## **1. Misunderstanding What Is Actually Available For Division**

The Nevada Public Employees Retirement System (PERS) is basically a defined benefit plan. In other words, the member works for a number of years, and once vested and at retirement age (which varies, as explained below), receives a benefit payable monthly for the remainder of the member's life.

*Some* PERS employees have a separate deferred compensation account or other defined contribution accounts<sup>1</sup> which have a cash value. If you are involved in a case where one of the employees has a PERS pension to be divided, make sure you investigate and ascertain if there is also a deferred compensation plan to be addressed.

## **2. Attempting to Equalize Other Community Property with a PERS Pension**

Some States require that during a divorce, all pensions are to be "valued" at the time of divorce with that value being placed on a marital balance sheet. Fortunately, Nevada is not one of those States. However, you will find some attorneys hiring actuaries to value the PERS pension or attempting to apply a value to the pension to accomplish an equalization.

This process is fraught with danger as there is no sure way to precisely value a defined benefit pension. You have no real idea when the parties will die or what the ultimate value of the pension will be until the member is actually retired.

---

<sup>1</sup> This may be in the form of a 403(b) or a 457(b) account. They are similar to the more well known 401(k).

In Nevada, the former spouse is entitled to a time rule share of the ultimate benefit received<sup>2</sup> and that amount is unknown until retirement. A “cash out” of the spousal share cannot be compelled, under *Sertic*; choosing to do so requires agreement and various other requirements as set out in that case.

Perhaps the most common error we see in attempts to balance any pension or retirement account with other community property assets is the failure to consider the tax consequences. Most (but not all) IRAs, 401(k) accounts, deferred comp accounts, etc., are **pre-tax** assets that cannot be directly offset against regular post-tax assets such as houses, cars, or bank accounts.

Any attempt to balance other assets against a pension must consider the tax consequences, since pre-tax assets may only be “worth” 70-80 cents of their stated face value. Direct offsetting could cost the client many thousands of dollars.<sup>3</sup> Rolling over rather than distributing the spousal portion of the accounts defers, but does not eliminate, the tax.

The same effect is seen whenever such pre-tax pension benefits are used, in indemnification QDROs or otherwise, to satisfy spousal support, child support, or other property arrearages.<sup>4</sup>

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<sup>2</sup> See *Gemma v. Gemma*, 105 Nev. 458, 778 P.2d 429 (1989); *Fondi v. Fondi*, 106 Nev. 856, 802 P.2d 1264 (1990); *Sertic v. Sertic*, 111 Nev. 1192, 901 P.2d 148 (1995).

<sup>3</sup> As an example, if the deal was that the PERS member would retain a pre-tax deferred compensation account with \$20,000 contributed during the marriage, and the spouse would receive a \$20,000 stock account, the PERS member would only be receiving about \$15,000 in value, to the spouse’s \$20,000.

<sup>4</sup> If the member owed \$5,000 in child support arrearages and the arrearages were ordered to be recovered from the member’s share of the deferred compensation account, the former spouse would lose approximately 20% due to the tax on that money when it is paid out to the former spouse. If the money was rolled over to the spouse’s tax deferred account and then paid out, it would be even worse the former spouse would also have to pay a 10% penalty on an early withdrawal, in essence only getting \$3,500 of the \$5,000 owed.

### 3. Not Accounting for the Member's Possible Death Before Retirement

PERS does **not** provide a pre-retirement survivorship interest for the spouse. In other words even if you have a QDRO in place, if the participant dies before retiring, **all** benefits including survivor benefits for the former spouse are lost.<sup>5</sup>

A prudent attorney will get an order that the former spouse may obtain an insurance policy securing the spousal interest, to remain in place at least until the member actually retires (this is discussed further below). We have seen several cases where this was not done, the member died before retiring, the former spouse got nothing, and then tried to sue the lawyer alleging that she was not warned of that possibility.

### 4. Not Understanding Nevada Law On First Eligibility

Nevada Law allows for payment of retirement benefits to the former spouse at the participant's first eligibility to retire.<sup>6</sup> The concept is that the rights of the former spouse should not be affected by the unilateral action of the participant, including continued employment after achieving eligibility to retire.

An amazing number of Nevada lawyers do not realize this, and attorneys for spouses are setting themselves up for malpractice liability by permitting orders to be entered that call for payment to the spouse "upon retirement."

**PERS** will not pay anything to the former spouse until the participant actually retires. This requires the order to clearly provide that the member is to make payments to the former spouse upon eligibility for retirement until the plan (PERS) begins to make the payments after actual retirement.

Some members will vow to continue working until they die to divest their former spouse of their property interest. Nevada law allows for the former spouse to make a request (usually requiring a motion)<sup>7</sup> to begin receiving benefits at the first opportunity for the member's retirement.

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<sup>5</sup> There is a small "death benefit" for surviving current spouses, but that is **not** the survivorship benefit under the retirement.

<sup>6</sup> See *Sertic v. Sertic*, 111 Nev. 1192, 901 P.2d 148 (1995).

<sup>7</sup> See *Henson v. Henson*, 130 Nev. , 334 P.3d 933 (Adv. Opn. No. 79, October 2, 2014).

## 5. Not Understanding PERS' Multiple Retirement Eligibility Dates

Unlike many retirement systems, PERS does not have a single universal age of eligibility for retirement – it varies from employee to employee based on a couple of different factors: age and length of service.

Most PERS participants are eligible for retirement at age 65 with five years of service, or 60 with ten years of service, or any age with thirty years of service.<sup>8</sup> Certain employees operate under separate rules, however. Police and fire-fighters also can retire at age 65 with five years of service, but they become eligible to retire at age 55 with ten years of service, or age 50 with 20 years of service, or at any age with 25 years of service.<sup>9</sup>

So a regular PERS employee who joined the system at age 18 could retire with full benefits at the age of 48; if police/fire, that age could be 43.

The point is that in *every* PERS case where the member is still employed, counsel must project the possible retirement dates for the member, considering the possibility of continuing service, and of leaving service at any time.

## 6. Not Accounting for the Participant's Full Reversionary Interest in the Pension Benefits

In every system like PERS – in which the payments (but not the retirement itself) can be divided – the structure of the plan determines what happens to the *former spouse's* portion of the payment stream if the former spouse dies first: the payments revert to the employee.

Where the *employee* dies first, however, various results are possible.

For a former spouse to continue receiving money after death of the employee, there must be specific provision made by way of a separate survivorship interest payable to the former spouse upon the death of the member. Otherwise, payments being made

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<sup>8</sup> NRS 286.510(1).

<sup>9</sup> NRS 286.510(2).

to the former spouse simply stop; this is just one of the ways in which the employee's rights are superior to those of the non-employee, even when benefits are "equally" divided.<sup>10</sup>

The only known way to cope with this imbalance while the member is still in service is through private insurance on the life of the member, payable to the former spouse, and therefore provide the parties with comparable security for their respective insurable interest in the other party's life.<sup>11</sup>

Once the member retires, if an option was selected providing a survivorship benefit for the spouse, **both** parties' interests are "secured." If not, the member's interest is secured, but not that of the former spouse.

Only by securing both parties' interests can counsel and the Court obey the mandate of NRS 125.150 and *Blanco*<sup>12</sup> to equally divide the benefits and burdens of community property upon divorce. Any Decree and PERS QDRO that does not secure the spousal share both before and after the member's retirement is in violation of that statutory and case law, and subjects counsel to potential malpractice liability.

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<sup>10</sup> For example, PERS provides that the option selection will be "automatically adjusted" to option one (the unmodified allowance) if a spouse or former spouse with a survivorship option predeceases the member. NRS 286.592(1). The system has no corresponding benefit to protect a former spouse—it has no "pre-retirement survivorship provision." In other words, if a former spouse is awarded a portion of the retirement benefits, but the member dies prior to retirement, the spouse will receive nothing. Prior to the member's retirement, PERS leaves the former spouse absolutely unprotected from being divested in the event of the member's death. The only apparent means of securing this risk is through private insurance.

<sup>11</sup> Any former spouse who will be the recipient of retirement benefit payments if her former spouse lives, but will not get such money if he dies, **definitionally** has an "insurable interest" in the life of the member (this is true for PERS or non-PERS cases). The matter is one of fact, not a matter of discretion, award, or debate. "Insurable interest" survivorship provisions are found throughout various federal regulations, and refer to any person who has a valid financial interest in the continued life of the member. *See, e.g.*, 10 U.S.C. §§ 1448(b) & 1450(a)(1); 10 U.S.C. § 1450(a)(4).

<sup>12</sup> *Blanco v. Blanco*, 129 Nev. , 311 P.3d 1170 (Adv. Opn. No. 77, Oct. 31, 2013).

## 7. Not Knowing the Options

PERS provides multiple “options” under which a retiring member can give up a bit of the lifetime benefit payment stream in exchange for varying death benefits to be paid to an eligible survivor beneficiary. This is *how* the spousal share is secured by choosing an option with a survivorship interest. But there are multiple choices available.

Options 1 is the “Unreduced” benefit, paying the largest possible lifetime sum, but providing no survivorship.<sup>13</sup> If the member dies, all payments to the former spouse stop.

Option 2 provides an actuarially reduced lifetime sum, with the same amount paid to the survivor for life. This is akin to a “100% joint and survivor annuity” in the world of private pensions.

Option 3 provides an actuarially reduced lifetime sum, with 50% of the lifetime sum paid to the survivor for life. This is akin to a “50% joint and survivor annuity” in the world of private pensions.

Option 4 is the same as Option 2, except no benefits are payable to the survivor until that person reaches age 60. If the divorce occurs when the parties are in their mid-50s, this often makes sense as a choice because it is cheaper than an Option 2 selection, with little added risk.

Option 5 is the same as Option 3, except no benefits are payable to the survivor until that person reaches age 60.

Option 6 allows the creation of a customized survivor interest (to match the sum being paid during life to the former spouse, or otherwise), which actuarially reduces the lifetime benefit.

Option 7 is the same as Option 6, except no benefits are payable to the survivor until that person reaches age 60.

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<sup>13</sup> This is for all PERS participants *except police/fire*, who can select Option 1, get the maximum lifetime benefit, and *also* get a 50% survivor annuity without cost for a spouse; the benefit vests in the spouse married to the member at the moment of retirement, even if the marriage subsequently ends.

It is imperative that the attorney understand each of these options and that a clear award of a survivorship option be selected at the time of divorce. The decree should unambiguously state i.e., “the participant is required to select Option 2 at the time of retirement...” That order should, of course, be served on PERS.

## **8. Not Understanding the Limit of PERS’ “Spousal Consent” Rules**

Since 1987, PERS has had a rule appearing to require spousal consent to the form of retirement chosen.<sup>14</sup> Under that provision, however, the absence of spousal consent only prevents the member from choosing any desired retirement option for 90 days.<sup>15</sup>

Apparently, the burden is on the spouse to get a court order prohibiting the member from choosing a different retirement option within the 90 day period. Essentially, a spouse for whom no survivor designation is made who is unhappy with that fact has 90 days to choose to divorce his or her spouse and get a court order mandating a different option. Further, PERS is statutorily immune from suit for benefits paid because of a member’s falsification of marital status on a retirement option selection form.<sup>16</sup>

## **9. Not Understanding PERS COLAs**

Like many other retirement systems, PERS includes provisions for cost of living adjustments over time. *Unlike* most other systems, however, the COLA provisions can be (and usually are) fixed, unrelated to inflation, actual cost of living, or any other economic information.<sup>17</sup>

PERS provides for post-retirement cost of living adjustments, based upon the lesser of the CPI average or at 2% per year after three full years, 3% per year after six years,

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<sup>14</sup> See NRS 286.541.

<sup>15</sup> See NRS 286.545.

<sup>16</sup> NRS 286.541.

<sup>17</sup> PERS does not use the term “COLA.” They call the process “post-retirement increases.”

3.5% per year after nine years, 4% per year after 12 years, and 5% per year after 14 years.<sup>18</sup>

The point is that the monthly sum payable will increase. Among the considerations of this fact is that a spousal share paid after eligibility for retirement but before actual retirement should also include the COLAs that would be payable if the member had actually retired, and the ability to re-adjust the spousal percentage to reflect a correct dollar distribution at the time of actual retirement.

#### **10. Not Getting the PERS QDRO Filed With the *Decree***

The potential malpractice clock starts ticking the moment a Decree is entered without a QDRO also being filed. Prudent counsel will make sure that both are filed at the same time, because if someone should die before survivorship interests are protected by formal court order, a lifetime stream of benefits can be lost.

Counsel looking out for their own enlightened self-interest should pay attention to this point. Most malpractice cases involve allegations that counsel did not seem to securing retirement or survivorship benefits for a spouse. The case law indicates that the scope of damages is whatever funds the client did not receive because of the error.

The solution is simple. If a retirement is in issue, obtain expert assistance to draft the orders *before* negotiating or litigating the rest of the case. The non-employee loses all leverage to negotiate terms once the MSA or decree is completed, and discovery is only available *prior* to the divorce. The risk of completely losing retirement or survivorship interest arises at the moment of divorce, and continues escalating with each day that goes by thereafter.

Make sure the order is served on the plan, or the order won't actually accomplish anything. Get verification of service, and to make sure the client gets a copy of that verification. Filing the proof of service with the court entering the Decree and QDRO is also a good idea.

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<sup>18</sup> See NRS 286.575; 286.5756.

## A BIT MORE PERS INFORMATION

Nevada, like most states, has its own pension program for State employees. PERS has origins going back to 1947 and is now codified at NRS 286.010, *et seq.* Essentially, the system is a defined benefit pension program.

In 1993, the Nevada Legislature approved AB 555, which basically emulated language in the ERISA/REA rules governing Qualified Domestic Relations Orders (“QDROs”) for private retirement plans. The new provisions required court orders dividing PERS benefits to be signed by a district court judge or supreme court justice, and explicitly provided for enforcement on behalf of an “alternate payee,” who may be a spouse, former spouse, child, or other dependent of a member or retired employee.<sup>19</sup>

The system has been amended several times, creating classes of PERS retirees depending upon when they began service, and when service credits accrued. Members are credited with 2.5% of their highest average compensation during any three years (usually, their last three years) for each year of service earned before July 1, 2001; that credit increases to 2.67% for all years thereafter.<sup>20</sup> Those that began service before July 1, 1985, can earn a maximum of 90% of their average compensation, and can accrue service credit for up to 36 years; those that began service after that date can earn up to 75% of their average compensation and can accrue service credit for up to 30 years.<sup>21</sup>

Until 1989, benefits vested after ten years. Thereafter, benefits vested after five years of service; survivor’s benefits vest upon the member’s eligibility for retirement, completion of ten years of service, or the member’s death, whichever occurs first.<sup>22</sup>

PERS is mainly a “non-contributory” system. Certain workers have paid in to “member’s contribution” accounts from the days when PERS had employee as well

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<sup>19</sup> NRS 286.6703(4).

<sup>20</sup> NRS 286.551(1).

<sup>21</sup> NRS 286.551(1)(a)-(b).

<sup>22</sup> NRS 286.6793. This use of “survivor” is not construed by PERS as including a former spouse.

as employer-paid funding. That amount is refundable in certain circumstances, and may be applied to the (divisible) retirement in others.

The legislative history of NRS 125.155 exhibits much confusion as to when, precisely, PERS participants are “eligible to retire.” As discussed above, eligibility for retirement varies per employee depending on age and years of service.

As discussed above, there are several options under PERS for the form of monthly benefits, securing various levels of survivorship payments for beneficiaries.

The adoption of individual phrases and pieces of ERISA terminology in the PERS statutes carried with it a large potential of confusing the field and leading to unintended consequences.<sup>23</sup> The five requirements in the statutory amendment<sup>24</sup> for an order to be enforced by PERS were:

1. It must clearly specify the names, Social Security numbers, and last known mailing addresses, if any, of the member and the alternate payee.<sup>25</sup>
2. It must clearly specify the amount, percentage, or manner of determining the amount of the allowance or benefit of the member or retired employee that must be paid by the system to each alternate payee.
3. It must specifically direct the system to pay an allowance or benefit to the alternate payee.
4. It must not require the system to provide an allowance or benefit or option not otherwise provided under the statutes governing PERS.

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<sup>23</sup> ERISA, the federal law that created “QDROs,” is by its own terms inapplicable to any governmental plans, including civil service, military, or State retirement plans. 29 U.S.C. §§ 1003(b)(1) & 1051. By using QDRO-like language in State statutes governing PERS, the law invites practitioners to confuse the two statutory schemes.

<sup>24</sup> Enacted as NRS 286.6703(3)(a)-(e).

<sup>25</sup> By later amendment, the Social Security number requirement was eliminated.

5. It must not “require payment of an allowance or benefit to an alternate payee before the retirement of a member or the distribution to or withdrawal of contributions by a member.”

There was extremely little debate or examination of the detail of the PERS amendments; what little there was shows that the PERS representatives were quite hostile to “the courts legislating divorce law on the pension plans.”<sup>26</sup> The legislative history indicates that the sole objective of the terminology used was to shield PERS from any court direction or demand to distribute benefits other than as set out by the Plan’s terms, not to render them invalid as a matter of law.

The PERS “options” providing for no survivorship or varying survivorship benefits for a former spouse are detailed above. While it is apparently not published, the life table used by PERS is reported to be gender-blind.

Some of the more troubling aspects of PERS’ survivorship provisions are discussed above, including the lack of any meaningful spousal consent sign off before losing survivorship interests, and the complete lack of protection of the former spouse from total divestment if the member dies prior to retirement.

The PERS statutes create a necessarily unequal distribution of benefits, despite the mandate in NRS 125.150 that courts equally divide property upon divorce. Any plan with an automatic reversion of the spousal share to the member, should the spouse die first, creates a problem in States, like Nevada, in which the marriage and divorce laws provide that the parties have present, existing, and equal interests in property acquired during marriage, and that property is to be divided equally upon divorce.

The member essentially has an automatic, cost-free, survivorship benefit built into the law that automatically restores to him the *full amount of the spouse’s share* of the lifetime benefit if she should die before him. If the former spouse dies first, the member not only continues to get *his* share of the benefits, but he will *also* get *her* share, for as long as he lives. If the member dies first, however, the spouse gets nothing, unless an option is selected with a survivorship provision.

The *only* person for whom a survivorship interest has any cost is the former spouse. If both parties are to share benefits, and burdens, of the assets and liabilities

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<sup>26</sup> See colloquy between Assemblyman McGaughey and Mr. Pyne from PERS, in Minutes of Assembly Committee on Government Affairs, May 11, 1993, considering AB 555.

distributed, they must equally (or as equally as possible) bear this cost as well, just as they share the zero cost of the member's survivorship interest in the spouse's life. Otherwise one of them gets a survivorship benefit for free, and the other gets a survivorship benefit at significant cost which would appear to violate the law requiring the presumptively equal division of property.

Unless one believes that upon divorce one party is entitled to a greater share of the benefits, and a lesser share of the burdens, accrued during marriage, then it is necessary to deal with the structure of any retirement system so that the parties benefit, and are burdened, as nearly equally as may be made true. In a PERS case, that would seem to require dividing the burden of the only survivorship benefit that *has* a cost the one for the benefit of the spouse between the parties.

Fortunately, PERS contains multiple survivorship options making it relatively easy for counsel to construct an order that divides the premium cost between the employee and the non-employee, so that both pay a share of the only survivorship option carrying a premium, and both leave the marriage with a secured interest from the date of divorce forward. That comes as close as is possible, given the structure of such retirement systems, for a court to actually treat both parties "equally" when one party works for PERS, or any other employer with a retirement program structured that way.

Another problematic artifact of the PERS system is that survivorship interests are non-divisible between successive former spouses, or between a former spouse and a current spouse. Some creative counsel have accomplished this result anyway, by having the relevant court order call for such a division, and having PERS pay the survivorship interest (in one of the beneficiary's names) to a trustee who then divides the benefit.

As of this time, PERS simply refuses to abide by a specific holding of the Nevada Supreme Court as to whether the spouse's lifetime benefit stream may be left to spouse's heirs. In *Wolff*,<sup>27</sup> the Court affirmed the order that the wife's share would *not* revert to the husband if she predeceased him, but would instead continue being paid to her estate, on the basis that the community interest was divided upon divorce to two sole and separate interests, so that even if her estate was not listed as an

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<sup>27</sup> *Wolff v. Wolff*, 112 Nev. 1355, 929 P.2d 916 (1996).

alternate payee as defined in NRS 286.6703(4), the estate was entitled to the payments that she would have received if alive.<sup>28</sup>

To date, in every known instance, PERS not only has refused to directly make payments to a spouse's estate in accordance with that holding, it has reportedly refused to even accept orders submitted stating that an individual *member* is required to make those payments if the spouse dies first. It is apparently PERS policy to reject any proposed order reciting the Nevada Supreme Court's holding in *Wolff* on that point.<sup>29</sup>

Unless PERS changes that policy, it creates a terrible dilemma for counsel, since the Nevada Supreme Court has required counsel to do what PERS says cannot be done. The danger for drafting counsel is obvious if counsel complies with the directive of PERS to remove the language that the Court has held should be in such a QDRO, the attorney runs the risk of being sued by the alternate payee's survivors, or estate, should the alternate payee predecease the member and the flow of benefits not go to those survivors. PERS' refusal to obey the Court's mandate in *Wolff* is a recurrent problem that has evaded review since 1996.

When it proposed the scheme of QDRO-like regulations in 1993, PERS submitted and the Nevada Legislature approved a mechanism for the payment to alternate payees of sums found to be due to those persons by order of "a district court or the

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<sup>28</sup> The decree provided that "[Roberta's] vested Community Interest in [Gerhard's] Retirement does not terminate upon [Roberta's] death and continues to her estate until [Gerhard's] death." Gerhard argues that this provision violates "public policy, and, more specifically, [is] in direct conflict with the Public Employees Retirement System of Nevada." The Nevada Supreme Court held that "Although a former spouse's estate is not encompassed by the definition of alternate payee in NRS 286.6703(4), we conclude that Roberta's estate should be *entitled* to her share of Gerhard's retirement benefits upon his death. Upon divorce, the community interest that Gerhard and Roberta had in Gerhard's retirement became the separate property of each former spouse. See 15A Am. Jur.2d Community Property § 101 (1976). Consequently, Roberta's estate is *entitled* to her portion of Gerhard's retirement in the event that Roberta predeceases Gerhard. Accordingly, the district court did not abuse its discretion by requiring Gerhard to pay Roberta's estate her share of the retirement benefits if Roberta predeceases Gerhard." 112 Nev. 1362 (emphasis added).

<sup>29</sup> One such rejection received by this office flatly stated: "In the event the Alternate Payee predeceases the Participant Retired Employee, the entire benefit is then paid to the retired employee. The Alternate Payee cannot designate a beneficiary or the estate to receive his portion of the benefit."

supreme court of the State of Nevada relating to child support, alimony or the disposition of community property.”<sup>30</sup>

It is inappropriate for PERS to refuse to honor the opinion of the Nevada Supreme Court, except where a statute *specifically* makes it impossible for the system to comply with such an order. Since no statute prohibits payments to the estate of a former spouse, or prohibits court orders directing a member to make such payments, PERS should be ordered to alter its policy.<sup>31</sup>

## CONCLUSIONS

It is Russian Roulette for divorce lawyers to *not* deal with retirement benefits during the course of a divorce. Sooner or later, something will go wrong (for example, if survivorship interests are not secured, it tends to be discovered when people happen to die in an inconvenient order), and the lawyer will look like a target of opportunity.

It is *possible*, of course, that with adequate CYA letters, etc., lawyers could make it their clients’ problems to figure out what to do after the divorce and try to get it done. But it is far better lawyering in the client’s interest and that of the attorney seeking to avoid potential liability to deal with the retirement benefits during the divorce. Doing so means making sure the proper orders are in place at the time of entry of the Decree and making sure the relevant retirement plans acknowledge getting them.

PERS cases involve some technical rules, and multiple opportunities to look out for the legitimate interests of both parties, or to fail to do so. To competently serve their clients and to avoid liability every lawyer in every PERS case must know how to

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<sup>30</sup> NRS 286.6703.

<sup>31</sup> In a prior case, my office was curtly informed that the “Official Policies” of PERS prohibit honoring the Nevada Supreme Court’s holding in *Wolff*. Apparently, that is what all attorneys are informed. No such “Official Policies” have apparently ever been published, by way of any legislatively-mandated regulation or public process. While PERS is permitted to adopt internal rules pursuant to NRS 286.200, such “official policies” do not have the force of law or are binding on any Court. If the “policies” conflict with *Wolff*, it would seem appropriate that the “policies,” and not the decisional law that must give way. See *Clark Co. Social Service Dep’t v. Newkirk*, 106 Nev. 177, 789 P.2d 227 (1990) (administrative regulation in conflict with state law invalidated, and district court is empowered to grant permanent injunction ordering agency to follow law rather than its internal regulations).

deal with both retirement and survivorship interests, or obtain adequate assistance to do so.

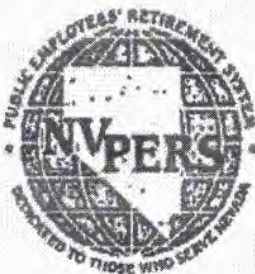
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Executive Officer

Vacant  
Operations Officer

Steve Edmundson  
Investment Officer

September 19, 2013

Jesus Arevalo  
7539 Rolling River Drive  
Las Vegas, NV 89131

Dear Mr. Arevalo:

The Retirement Board approved your application for total and permanent disability at the September 18, 2013, meeting. The effective date of your retirement will be the day following your last day of employment or the day following the expiration of your service credit, whichever is later. Your employer is required to submit a termination notice to PERS before your account can be activated. You must terminate employment and begin drawing benefits within 60 calendar days after the date of Board approval or remain on sick leave for the entire period from Board approval to termination. It is your responsibility to contact your personnel office to arrange for the termination of your employment if you have not already done so. We cannot activate your retirement account until this information is received.

Nevada Revised Statutes require that you complete and return a Statement of Employment and Earnings Form on an annual basis so that staff can monitor any earnings you may have received after the effective date of your disability retirement. This form will be provided to you at the appropriate time.

If you have been awarded a workers' compensation benefit due to the same disability, please contact us so that we may determine how it may affect your disability benefit from PERS. As a disability retiree, you must apply for and receive PERS Board approval before accepting any reemployment, either public or private. Upon request, a form will be provided for you to use to apply for approval.

Should you have any questions, please contact us and ask to speak with a Counseling Services representative.

Sincerely,

Cindy Yador, Manager  
Production Services Division

cc: Las Vegas Metropolitan Police Department  
Attn: Judy Bleak  
400B S. Martin Luther King Boulevard  
Las Vegas, NV 89106

5820 S. Eastern Avenue, Suite 220  
Las Vegas, NV 89119  
(702) 486-3900  
Fax: (702) 678-6934

693 W. Nye Lane  
Carson City, NV 89703  
(775) 687-4200  
Fax: (775) 687-5131

7455 W. Washington Avenue, Suite 150  
Las Vegas, NV 89128  
(702) 486-3900  
Fax: (702) 304-0697

## Fired for killing Gulf War vet, former Metro cop Jesus Arevalo still gets disability pay



Las Vegas police Undersheriff Jim Dixon answers questions regarding the termination of former officer Jesus Arevalo during a news conference at police headquarters at the corner of Martin Luther King Boulevard and Alta Drive Thursday, Oct. 17, 2013. (K.M. Cannon/Las Vegas Review-Journal)

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By MIKE BLASKY ©2014, LAS VEGAS REVIEW-JOURNAL

January 26, 2014 - 8:40 am



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Jesus Arevalo will never again work as a Las Vegas police officer, but he'll be paid by Nevadans for the rest of his life.

The former officer, who was fired for the 2011 shooting of unarmed war veteran Stanley Gibson, is getting thousands of dollars each month from Nevada's Public Employees Retirement System because he was granted a full disability retirement just before he left the department.

His disability?

\* Box #7: Distribution code(s)  
3 - Disability

Form 1099-R CORRECTED (if checked) OMB No. 1545-0119 2020  
Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.

1 Gross distribution	2a Taxable amount
34764.87	34764.87
2b Taxable amount not determined	Total distribution

PAYER'S name, street address, city, state, and ZIP code  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
693 WEST NYE LANE  
CARSON CITY NV 89703

PAYER'S federal identification number 88-6001993		RECIPIENT'S identification number [REDACTED]-0274	
3 Capital gain (included in box 2a)	4 Federal income tax withheld	5 Employee contributions (Designated Roth contributions or insurance premiums)	
	1968.00	0.00	
6 Net unrealized appreciation in employer's securities	7 Distribution codes	8a RPY (SEP, SIMPLE)	8b Other
	3		
9a Your percentage of total distribution	9b Total employee contributions		
	0.00		

RECIPIENT'S name and street address (not apt. no.), city, state, and ZIP code  
JESUS L AREVALO  
6935 ALIANTE PKWY STE 104 # 288  
NORTH LAS VEGAS NV 89084-5819

Account number (see instructions) [REDACTED]-0274COW [REDACTED]-0274	11 1st year of filing (fill in box)	12 Amount attributable to 1099-R (fill in box)
12 State tax withheld	13 State payer's state no.	14 State distribution
15 Local tax withheld	16 Name of locality	17 Local distribution

File this copy with your state, city, or local income tax return, when required.

VOLUME III

Form 1099-R CORRECTED (if checked) OMB No. 1545-0119 2020  
Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.

1 Gross distribution	2a Taxable amount
34764.87	34764.87
2b Taxable amount not determined	Total distribution

PAYER'S name, street address, city, state, and ZIP code  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
693 WEST NYE LANE  
CARSON CITY NV 89703

PAYER'S federal identification number 88-6001993		RECIPIENT'S identification number [REDACTED]-0274	
3 Capital gain (included in box 2a)	4 Federal income tax withheld	5 Employee contributions (Designated Roth contributions or insurance premiums)	
	1968.00	0.00	
6 Net unrealized appreciation in employer's securities	7 Distribution codes	8a RPY (SEP, SIMPLE)	8b Other
	3		
9a Your percentage of total distribution	9b Total employee contributions		
	0.00		

RECIPIENT'S name and street address (not apt. no.), city, state, and ZIP code  
JESUS L AREVALO  
6935 ALIANTE PKWY STE 104 # 288  
NORTH LAS VEGAS NV 89084-5819

Account number (see instructions) [REDACTED]-0274COW [REDACTED]-0274	11 1st year of filing (fill in box)	12 Amount attributable to 1099-R (fill in box)
12 State tax withheld	13 State payer's state no.	14 State distribution
15 Local tax withheld	16 Name of locality	17 Local distribution

File this copy with your state, city, or local income tax return, when required.

RA000617

3. BEFORE DETACHING 1099R'S SLIDE FINGER UP BETWEEN MIDDLE PANEL AND SHORT PANEL TO REMOVE

### Instructions for Recipient

[illegible]

The amount known as box 1 is a financial aid report.

[illegible]

(Continued on the back of CD)



NVPERS Home  
Log Off  
to view general information

Current Account  
Recipient Account  
Mailing Address & Phone  
Deduction Vendors  
Direct Deposit  
Federal Income Tax  
1099R  
User Settings  
View EFT Notices  
Income Verification Letter

Other Recipient Accounts  
Recipient Forms  
Recipient Newsletters  
Pension Check Dates

Help  
Video Tutorials  
Help Desk FAQs  
FAQs  
Glossary of Terms  
Contact Us

Welcome Back, JESUS AREVALO  
SSN : \*\*\*-\*\*-0274  
EMAIL : wrath702@gmail.com  
Last Login : Monday, March 8, 2021 @ 12:04 AM

Owner : JESUS AREVALO  
Type : RETIREE  
Relation : OWNER  
Plan : P/F

## Your Retirement Account

[Click Here To: Change Password/ Update Email Address/Go Paperless](#)

Account Owner: JESUS AREVALO \*\*\*-\*\*-0274  
Retirement Date: 10/17/2013  
Retirement Type: Disability Retirement Option: Unmodified

### Recipient Information

#### Mailing Address

JESUS AREVALO \*\*\*-\*\*-0274  
STE 104 #286  
6935 ALIANTE PKWY  
NORTH LAS VEGAS NV 89094

Phone:  
702-613-1629

[Change Address/Phone](#)

### Next Check Information

#### Direct Deposit Instructions:

Bank: CLARK CO CU  
Route #: 322484113  
Acct Type: Checking  
Acct #: \*\*0374

[Change Bank Info](#)

#### Monthly Benefit Breakdown:

Taxable Base Benefit : \$2303.70  
PRI : \$289.88  
Federal Tax : (-)\$126.00

[View Vendor Info](#)

[Change Tax Info](#)

Net Benefit Amount : \$2467.58

#### Post Retirement Increase Month (PRI)

November



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Page 70 CPERS

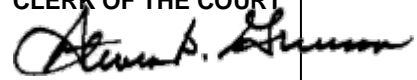
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41

DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*\*

Electronically Filed  
5/2/2022 10:01 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 Plaintiff's Opposition to Defendant's Motion for Entry of an Indemnification QDRO and Attorney's Fees and Costs in the above-entitled matter is set for hearing as follows:

**Date:** June 15, 2022

**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/ Brionna Bowen  
Deputy Clerk of the Court

**CERTIFICATE OF SERVICE**

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

By: /s/ Brionna Bowen  
Deputy Clerk of the Court

**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 Plaintiff's Opposition to Defendant's Motion for Entry of an Indemnification QDRO and Attorney's Fees and Costs in the above-entitled matter is set for hearing as follows:

**Date:** June 15, 2022

**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/ Brionna Bowen  
Deputy Clerk of the Court

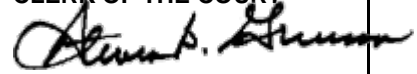
**CERTIFICATE OF SERVICE**

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

By: /s/ Brionna Bowen  
Deputy Clerk of the Court

42

42



**ROPP**  
WILLICK LAW GROUP  
MARSHAL S. WILLICK, 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: 5/20/22  
TIME OF HEARING: CHAMBERS

**REPLY TO “PLAINTIFF’S OPPOSITION TO DEFENDANT’S  
MOTION FOR ENTRY OF AN INDEMNIFICATION QDRO AND  
ATTORNEY’S FEES AND COSTS”**

Catherine’s most recent Financial Disclosure Form was filed on April 14, 2022,  
concurrently with the instant *Motion*.

**I. INTRODUCTION**

Jesus’ *Opposition* is wrong legally and factually. He misinterprets the law and rambles on issues that are irrelevant to the issues currently before the Court, most of which are res judicata. His only potentially relevant opposition would be to claim that he has cooperated with the obtaining of the life insurance policy—but he can’t

1 state that without lying, and thus the Court's previous findings and orders should be  
2 implemented immediately.

## 3 4 **II. REPLY**

### 5 **A. PERS Benefits *CAN BE* Used to pay All Arrearages**

6 Nevada PERS has already pre-approved the QDRO that would award 100%  
7 minus \$10 of the PERS benefits to be paid to Catherine. This fact alone nullifies  
8 Jesus' false argument that it "can't be done."<sup>1</sup>

9 Jesus argues that Nevada PERS benefits are "exempt from execution." This  
10 may be true for a commercial creditor involved in some third-party collection for  
11 other debts, but is not true for a debt to a former spouse for the collection of support,  
12 property awards, and the fees incurred in obtaining those awards.<sup>2</sup>

---

13  
14 <sup>1</sup> See Exhibit C, copy of letter from Nevada PERS dated April 22, 2022.

15 <sup>2</sup> See NRS 286.6703:

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

20 2. The judgment, decree or order submitted to the Executive Officer must be signed  
21 by a district judge, the judges of the Court of Appeals or by the justices of the  
Supreme Court and entered and certified by the clerk of the district court or the Clerk  
of the Supreme Court.

22 3. The Executive Officer or the designee of the Executive Officer shall, in  
23 accordance with rules prescribed by the Board, determine whether the judgment,  
decree or order entitles the alternate payee to receive an allowance or benefit from  
24 the System. An alternate payee is entitled to receive an allowance or benefit from the  
System if the judgment, decree or order:

25 (a) Specifies clearly the names and last known mailing addresses, if any, of the  
member or retired employee and the alternate payee;

26 (b) Specifies clearly the amount, percentage or manner of determining the amount of  
27 the allowance or benefit of the member or retired employee that must be paid by the  
System to each alternate payee;

28 (c) Specifically directs the System to pay an allowance or benefit to the alternate  
payee;

1           Rather, the statute specifically allows for the awarding of all of the benefits for  
2 the payment of support of a spouse or child and for any property award. The PERS  
3 benefits awarded to Catherine are a property award and protection of the same is part  
4 and parcel of the property award. All of the awards that have been reduced to  
5 judgment are either property awards, support awards, or fees incurred by Catherine  
6 to get those awards, which analyze identically.

7           Bottom line is that Nevada PERS benefits are entirely available under the  
8 statute to satisfy the judgments against Jesus.

9  
10           **B.     Pension Arrears Are A Property Award**

11           Nevada PERS official policy 13.11 is correct. If there is an arrearage, Nevada  
12 PERS will not take “independent action” to collect those arrears and leaves that to the  
13 parties for collection. Of course, that is exactly what Catherine is doing here. By  
14 having an indemnification QDRO entered, PERS is not taking any independent action  
15 and is only doing as the Court directs.

16           PERS is not responsible for tracking the recovery of the arrearages or reporting  
17 to either party whether they have been collected. That is left to the parties and the  
18 Court.

19           The issuance of an indemnification QDRO is not prohibited by NRS 286 or by  
20 any other statute, case, or official policy. In fact, PERS official policy 13.9 allows  
21 for the awarding of 100% of the benefit minus \$10 to the retired employee.

22  
23           \_\_\_\_\_  
(d) Does not require the System to provide an allowance or benefit or any option not  
24 otherwise provided under this chapter; and

25           (e) Does not require the payment of an allowance or benefit to an alternate payee  
before the retirement of a member or the distribution to or withdrawal of  
26 contributions by a member.

27           4. For purposes of this subsection, “alternate payee” means a spouse, former spouse,  
child or other dependent of a member or retired employee who, pursuant to a  
28 judgment, decree or order relating to child support, alimony or the disposition of  
community property, is entitled to receive all or a portion of the allowance or benefit  
of a member or retired member from the System.

1           **C.     The Arrearage Calculation is Correct**

2           Contrary to Jesus' claim, the attorney's fee award was re-affirmed by this Court  
3 in its *Order* filed on May 11, 2021.

4           As this Court is aware, the MLAW calculation attached to the *Motion* is a valid  
5 schedule of arrearages. The MLAW calculations have been accepted by every Court  
6 of this State including both the Nevada Supreme Court and the Court of Appeals  
7 since the program was first introduced in the 1990s.

8           As to the claim that this Court has "miscalculated" the benefit that is to be paid  
9 to Catherine, that issue has been long resolved and is *res judicata*. We need not  
10 address it yet again.

11           For our record, the QDRO which awarded Catherine her share of Jesus'  
12 Nevada PERS Pension was entered on August 25, 2020. On the same date, Jesus  
13 filed a Motion for Stay of Financial Orders in the Supreme Court. In that Motion, he  
14 asked that the Court prevent the Willick Law Group from preparing the QDRO and  
15 having it entered. He did not argue that the QDRO language was incorrect, only that  
16 it should be stayed due to the statute of limitations. The Supreme Court denied his  
17 Motion on November 4, 2020.

18           By denying his *Motion* to stay the entry and enforcement of the QDRO, the  
19 Supreme Court affirmed the entry of the QDRO.

20           It should be noted that Jesus never argued that any specific language of the  
21 QDRO was inaccurate or otherwise wrong or that it would award Catherine anything  
22 but her share of the Nevada PERS pension, or any other objection than his  
23 (repeatedly) long-rejected statute of limitations argument in this Court and on appeal.

24           The Nevada Court of Appeals affirmed the entry of the QDRO and thus the  
25 terms approved upon its entry. As such, the QDRO terms are now final and  
26 unappealable.

1 Since he did not appeal the language in the QDRO and did not object to the  
2 arrearages as calculated and ordered or filed a timely appeal, the arrearages stand and  
3 the QDRO is final and unappealable.

4  
5 **D. Insurance Policy**

6 Jesus' argument (at 7) is specious at best. He provides no proof that he applied  
7 for or was rejected for a policy of insurance from Zurich.

8 He now claims to have not received any calls or messages from Mr. Lopez.  
9 Mr. Lopez reported to Catherine that he attempted calls on at least two occasions and  
10 never received a return call from Jesus. Though he prefers not getting involved in the  
11 current litigation, he stands by his assertions of fact and though we would prefer not  
12 subpoenaing him to testify to these facts, he is available if need be. This, should not  
13 be necessary as Jesus has had Mr. Lopez' name and during the pendency of this  
14 *Motion* practice, could have contacted him. He did not. That is what is actually  
15 "telling" in this case.

16 Jesus has proven himself (to be charitable) an unreliable reporter and since the  
17 burden is on him to prove that he did contact Mr. Lopez, we believe the issue is that  
18 he did not and will not comply with the Court order.

19 Jesus argues that Catherine was required to bring a motion to enforce  
20 compliance/contempt of court. We did – over a year ago. He ignores the fact that the  
21 Court has already determined the response if he refused to cooperate in this matter.  
22 The current *Motion* simply puts in motion effectuating the relief that this Court  
23 clearly and directly told Jesus would issue if he did not do whatever was necessary  
24 to get the insurance in place. There is no need for further evidentiary proceedings.

25 Lastly, Jesus confuses the relief sought as "punishment." He is not being  
26 punished; he is being held to Court orders that require that he cooperate and provide  
27 that if he did not do so, the indemnification QDRO would be entered. He controlled  
28

1 the outcome by his obstinate refusal to have the policy put in place. He could hardly  
2 have been any more completely warned.

3  
4 **E. The Decree of Divorce is Not Being “Modified”**

5 The Nevada Court of Appeals has already affirmed the Court’s ruling as to the  
6 alternative form of security. Since Jesus refuses to cooperate in obtaining the policy  
7 of insurance, this Court has the discretion under *Reed*<sup>3</sup> and *Kennedy*<sup>4</sup> to determine  
8 how to ensure the arrearages get paid and to establish protections for Catherine’s  
9 share of the Nevada PERS benefits to which she is entitled.

10 The parties’ *Decree of Divorce* states at 14 of 17 as it applies to the PERS  
11 benefit: “The Court retains jurisdiction over this issue.” This is relevant as the  
12 Supreme Court held in *Gemma*:<sup>5</sup>

13 The division of community property is usually final when made and the trial  
14 court loses jurisdiction to subsequently modify or adjust pension benefits  
15 thereafter, unless the parties subsequently agree to such modification (NRS  
125.150(6)), or the court specifically retains jurisdiction. See *Walsh*, 103 Nev.  
at 288, 738 P.2d at 117.

16 Here, the Court did retain jurisdiction and thus could modify the terms of the  
17 pension division as necessary to protect the interests of Catherine. Jesus’ argument  
18 lacks merit on this issue.

19 Additionally, contrary to Jesus’ claims, the drafter of the *Decree* **did** account  
20 for the possible death of Jesus by requiring the life insurance policy. As to the value  
21 of the policy, again, this is *res judicata* as the Court has made that determination.

22 His rambling references to our published articles has no bearing on the issues  
23 before the Court and should not require further discussion. The Court is now a court  
24

25  
26 

---

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

27 <sup>4</sup> *Kennedy v. Kennedy*, 98 Nev. 318, 646 P.2d 1226 (1982).

28 <sup>5</sup> *Gemma v. Gemma*, 105 Nev. 458, 778 P.2d 429 (1989).

1 of enforcement as the equities have all been long-since determined and are all  
2 unappealable.

3 As to his argument that we originally asked for \$500 to cover the cost of the  
4 insurance (actually, it would have cost less, we think), that relief is now gone as there  
5 is no insurance premium to pay. We are now left to self-insure the benefit, the  
6 funding of which must be taken from the entirety of the PERS benefit for some time.

7 Jesus then resorts to claiming “bias” by the Court to even consider protecting  
8 Catherine’s interest in the benefit. What is true is that Jesus is the cause of all of his  
9 problems. There is nothing in the record that shows that he can’t work and nothing  
10 that demonstrates an inability to be insured. He just refuses to cooperate, as has been  
11 the case for years.

### 12 13 **F. Attorney’s Fees**

14 Jesus starts by arguing the wrong statute when it comes to attorney’s fees.  
15 Here, Catherine is entitled to fees under both NRS 18.010 (prevailing party) and  
16 EDCR 7.60 (vexatiously extending litigation). Both of these were argued in our  
17 *Motion* so no further citation is necessary.

18 He then claims that Catherine is not entitled to fees as she did not comply with  
19 EDCR 5.507.<sup>6</sup> He is wrong. Catherine filed her most recent FDF on April 14,  
20 concurrently with the *Motion*. That argument is without merit.

21 However, under the same rule, Jesus’ *Opposition* can be deemed as lacking  
22 merit as it was not supported by a valid and recent FDF.

## 23 24 **III. CONCLUSION**

25 Jesus’ *Opposition* is without legal or factual support. He again attempts re-  
26 argue issues that are all *res judicata* and provides no support that would say that he

---

27  
28 <sup>6</sup> Of course, Jesus was required under EDCR 5.507 to file an FDF with his *Opposition* and  
did not do so.

1 ever attempted to cooperate with Catherine in getting the required life insurance  
2 policy.

3 It is clear that Jesus has hired someone to draft the *Opposition* as it does not  
4 even remotely look like his previous filings. However, even though he has had the  
5 document “ghost written,” it lacks even basic law school skill as to applying the law  
6 to the facts of the case.

7 Nevada PERS has pre-approved the indemnification QDRO so all that remains  
8 is to obtain the Court’s signature and it will be implemented.

9 We ask the Court to find the *Opposition* unpersuasive and grant Catherine’s  
10 *Motion* in its entirety.

11  
12 **DATED** this 12<sup>th</sup> day of May, 2022.

13  
14 Respectfully Submitted By:  
WILLICK LAW GROUP

15  
16 //s// Marshal S. Willick  
MARSHAL S. WILLICK, ESQ.  
Nevada Bar No. 2515  
3591 E. Bonanza Road, Suite 200  
17 Las Vegas, Nevada 89110-2101  
18 Attorneys for Defendant  
19  
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21  
22  
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## DECLARATION OF ATTORNEY

1. I, Marshal S. Willick, Esq., am one of the attorney's representing Catherine Delao, declare that I am competent to testify to the facts contained in the preceding filing.
2. I have read the preceding filing, and I have personal knowledge of the facts contained therein, unless stated otherwise. Further, the factual averments contained therein are true and correct to the best of my knowledge, except those matters based on information and belief, and as to those matters, I believe them to be true.
3. The factual averments contained in the preceding filing are incorporated herein as if set forth in full.

**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 12th day of May, 2022.

//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 12<sup>th</sup> day of May, 2022, 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](mailto:wrath702@gmail.com)  
[vinni702@yahoo.com](mailto:vinni702@yahoo.com)  
*Plaintiff in Proper Person*

*/s/ Mallory Yeargan*

\_\_\_\_\_  
An Employee of the WILICK LAW GROUP

P:\wp19\DELAO,C\DRAFTS\00559582.WPD\my

**EXHIBIT “C”**

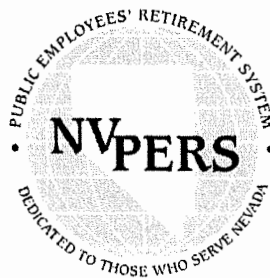
**EXHIBIT “C”**

**EXHIBIT “C”**

**Retirement Board**

Timothy M. Ross  
Chair  
Yolanda T. King  
Vice Chair

Dawn E. Huckaby  
Todd H. Ingalsbee  
Norma Santoyo  
Mark Stevens  
Brian A. Wallace



**Executive Staff**

Tina Leiss  
Executive Officer

Kabrina Feser  
Operations Officer

Steve Edmondson  
Chief Investment  
Officer

April 22, 2022

Richard L. Crane, Esq.  
QDRO Masters  
3591 East Bonanza Rd, Ste 200  
Las Vegas, NV 89110

Re: *Jesus Luis Arevalo vs. Catherine Arevalo, nka Catherine Delao*

Dear Mr. Crane:

We have reviewed the draft Amended Qualified Domestic Relations Order (QDRO) submitted concerning the retirement account of Jesus Arevalo. We have determined that the QDRO is in compliance with Chapter 286 of the Nevada Revised Statute.

In order for PERS to comply with the instructions provided in the QDRO, we must have an original, certified copy submitted. Further information will be provided upon receipt of a Certified QDRO. Should you have any questions, please contact us and ask to speak with a Counseling Services representative.

Sincerely,

Jessica Polisso, Manager  
Pension Services Division

cc: Jesus Arevalo  
Catherine Delao

43

43

1 ORDR

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

5 Jesus Luis Arevalo,  
6 Plaintiff,

7 vs.

8 Catherine Marie Arevalo,  
9 Defendant.

Case No.: D-11-448514-D

Dept.: E

Scheduled Hearing: May 20, 2022

10  
11 **ORDER CONTINUING FOR ORAL ARGUMENT**

12  
13 THIS COURT FINDS that the Defendant filed a *Motion for Entry of*  
14 *an Indemnification QDRO and Attorney's Fees and Costs* on April 14, 2022.

15 In response, the Defendant filed an *Opposition to Motion for Entry of an*  
16 *Indemnification QDRO and Attorney's Fees and Costs* on April 30, 2022.

17  
18 Presently the *Motion* is set on the Court's Chamber Calendar hearing,  
19  
20 scheduled for May 20, 2022 as the *Motion* did not request oral argument.

21 This Court has read and considered the current underlying pleadings  
22 in this matter and has reviewed this file. However, the parties in this action  
23 are already set to appear on June 15, 2022 at 10:00 a.m. to hear the  
24 Plaintiff's *Opposition*.  
25  
26  
27  
28

1 NOW, THEREFORE, IT IS HEREBY ORDERED that the hearing  
2  
3 presently set for May 20, 2022 shall be moved to **June 15, 2022 at 10:00**  
4 **a.m.** in order to be heard simultaneously with the Plaintiff's *Opposition*.  
5  
6

7 IT IS SO ORDERED

8 Dated this 19th day of May, 2022

9  
10  
11 

12 **D8B D71 9C2B ED94**  
13 **Charles J. Hoskin**  
14 **District Court Judge**  
15  
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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 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: 5/19/2022

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

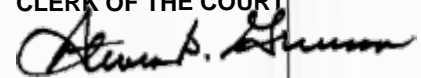
wrath702@gmail.com

20 Jesus Arevalo

vinni702@yahoo.com

44

44



JESUS LUIS AREVALO  
5612 N. Decatur Blvd. Ste 130  
PO Box #321  
Las Vegas, NV 89131  
(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.

*Oral Argument Yes*

CATHERINE AREVALO,  
Defendant.

**PLAINTIFF'S SUPPLEMENTAL POINTS AND AUTHORITY**

COMES NOW Plaintiff, in Proper Person, and respectfully provides the following Supplemental Points and Authority:

1. That the court acknowledge the difference between a PERS *disability* retirement, which is distinguishable from PERS *service* retirement payments.

2. That the court acknowledge the Nevada Supreme Court NEVER approved Defendant's QDRO from August, 2020; as the Appeal was filed in June, 2020 - PRIOR to the submission of the QDRO.

This Supplemental Points and Authority is based upon all the records and files in this action, Points and Authorities, Declaration of the Plaintiff, and any argument that may be adduced at the time of hearing of this Motion.

Dated this 17<sup>th</sup> day of May, 2022.

/s/ Jesus Luis Arevalo

JESUS LUIS AREVALO  
Plaintiff in Proper Person

1                                    **SUPPLEMENTAL POINTS AND AUTHORITIES**

2                                    **I. INTRODUCTION**

3            Plaintiff provides these Supplemental Points and Authorities, desiring that the  
4 court will review the case law herein, and to ensure that one parent is not left  
5 penniless to support their child.

6            The issue of child support is ripe for review, given that Defendant's  
7 DISCLOSED income is significantly more than 20% greater than it was at the time  
8 of the present child support order.

9                                    **II. LEGAL ARGUMENT**

10           a. *Plaintiff, JESUS AREVALO, is receiving Disability, Not Service Retirement*  
11 *Benefits.*

12           Jesus is receiving PERS *disability* retirement benefits, which are  
13 distinguishable from PERS *service* retirement payments. Pursuant to NV PERS'  
14 "Disability Retirement Guide" [the Guide], a participant qualifies for disability  
15 retirement payments if the participant has five or more years of service, cannot  
16 perform his current job or a comparable job due to injury or illness, and is employed  
17 by a Nevada public employer. See Disability Retirement Guide, Exhibit "1"

18           Unlike *service* retirement, a disability retirement application requires a  
19 substantial amount of qualifying documents and must be approved by the PERS board  
20 before it is provided. Additionally, Jesus must re-qualify every year for disability by  
21 completing a "Disability Employment and Earnings Statement.

22           Additionally, the PERS Board may also require Jesus to undergo medical  
23 examinations.

24           PERS clearly differentiates between disability retirement and service retirement  
25 as follows:

1 "The PERS Board may require medical examinations, at our expense,  
2 until you attain the equivalent of service retirement eligibility."

3 Further, included in the Guide is a separate section which discusses the  
4 "change from a *disability* retirement to a *service* retirement" after reaching the age of  
5 60 "or the equivalent of service retirement eligibility."

6 Jesus is not eligible for a service retirement because he has not reached the age  
7 of 60 years. Therefore, as a matter of LAW, Catherine is not entitled to share in this  
8 disability retirement.

9 This court has failed to acknowledge the distinction between *service* retirement  
10 and *disability* retirement - which is NOT community property.

11  
12 *b. Disability Retirement is NOT considered Community Property.*

13 The Nevada Supreme Court addressed the separate property nature of disability  
14 retirement in *Powers v. Powers*, 105 Nev. 514, 516, 779 P.2d 91, 92-23 (1989). In  
15 this decision, the Nevada Supreme Court indicated, "[c]ommunity property  
16 jurisdictions have generally determined that disability retirement benefits may contain  
17 two components" and that only the "retirement component...is subject to distribution  
18 upon divorce."

19 However, since the husband in the Powers case did not properly argue the  
20 separate nature of his disability retirement in the lower court, the husband was  
21 prohibited from arguing that the wife was not entitled to share in the disability portion  
22 of his public retirement benefits on appeal. It was noted by Justice Mowbray in his  
23 dissent, which states, in pertinent part:

24 ...disability benefits differ from retirement benefits in that  
25 they are considered compensation for personal injuries and  
26 therefore separate property (citation omitted). However,  
27 when a person has a choice between vested retirement  
28 benefits and disability benefits and chooses disability  
benefits, the disability benefits are characterized as

1 retirement benefits to the extent that the person could have  
2 chosen the vested retirement benefits (citation omitted),  
3 But where retirement benefits are not bested and the party  
4 is entitled only to disability benefits, they are viewed as  
5 being awards for personal injury and as such, separate  
6 property.

7 Such is the present case. Jesus is not entitled to retirement benefits at this time.  
8 The disability benefits received have no effect on the service retirement benefits to  
9 which Catherine is entitled to in the Decree of Divorce. The disability benefits Jesus  
10 current receives are compensation for personal injuries and are therefore separate  
11 property and NOT community property to be divided.

12 Jesus is medically disabled. He had no choice between service benefits and  
13 disability benefits. He will have no choice until he attains the age of 60 years. Thus,  
14 the present benefits of Jesus are disability benefits and separate property - not  
15 community property.

16 While this is the only case known to Jesus in Nevada, there are a significant  
17 number of authority outside the State of Nevada on this subject.

18 1. *Striefel v. Striefel*, 689 N.W.2d 415 (N.D. 2004), the North Dakota Supreme  
19 Court held as a matter of law that CalPERS benefits received by husband were  
20 disability benefits and were therefore his separate property. At the time of retirement,  
21 the CalPERS benefits would become retirement benefits and would then be marital  
22 property.

23 2. *McNeel v. McNeel*, 818 P.2d 198 (Ariz. App. 1991) the Arizona appellate  
24 court held that disability benefits are separate property of the spouse that is suffering  
25 the disability, but that retirement benefits are community property.

26 3. *In re Marriage of Pace*, 183 Cal. Rptr. 314 (Cal. App. 1982), the California  
27 Court of Appeals held that the wife would be entitled to share in the husband's future  
28 pension benefits upon his attaining the age of 62 years, which is when his disability

1 would become retirement support, and would then be community property.

2 4. *In Re Marriage of Webb*, 156 Cal.Rptr. 334 (Cal. App. 1979) the court held  
3 that when a police officer who was retired by his disability reached the age of his  
4 service retirement, his disability would be recalculated to equal the amount he would  
5 have achieved if he were not injured by his disability. The disability benefits were  
6 to compensate the husband for his disability, and were separate property. However,  
7 after retirement age, the predominant function of the benefit would be to provide for  
8 post-retirement support, which is community property.

9 5. In *Hardy v. Hardy*, 273 So. 3d 448 (La. App. 2019), the Louisiana court of  
10 appeals held that benefits the ex-wife received from a retirement account for  
11 disability were considered separate assets and not subject to division as community  
12 property.

13 6. In *Topolski v. Topolski*, 802 N.W.2d 482 (Wis. 2011) the Wisconsin  
14 Supreme Court held that a disability pension replaced income due to an inability to  
15 work were not a retirement benefit that was subject to division.

16 Based upon the significant case law both in Nevada and elsewhere, Catherine  
17 is not entitled to a portion of Jesus' disability income until he reaches retirement age.  
18 These are benefits due to his disability.

19 c. *Service Retirement Benefits must be addressed under the Fondi "Wait and*  
20 *See" Rule.*

21 Service Retirement Benefits are divided under the time rule in Gemma/Fondi.

22 In *Fondi v. Fondi*, 106 Nev., 856, 802 P.2d 1264 (1990) the Nevada Supreme  
23 Court stated:

24 In Gemma, we did not simply adopt the "time rule," however, we also  
25 mandated that the community share of benefits must be measured using  
26 the "wait and see" approach. More specifically, the Gemma court held  
27 that the community gains an interest in the pension ultimately received  
28 by the employee spouse, not simply the pension that would be recovered  
were the spouse to retire at the time of the divorce. Because the size of

1 the ultimate benefits are unknown to the court at the time it renders its  
2 decision, the parties must therefore, "wait and see" to determine the size  
of the actual community benefit.

3 Therefore, "the formula provided for under the 'time rule' does not apply until  
4 the pension is distributed." *Henson v. Henson*, 130 Nev. 814, 819, 334 P.3d 933, 936  
5 (2014).

6 Jesus is only receiving disability benefits due to his inability to work in his  
7 prior position as a police officer. Otherwise, he would not be receiving any benefits.  
8 These are injury benefits, and not community property. Jesus qualified for these  
9 benefits.

10 These disability benefits do not affect the value of his service retirement  
11 benefits - because they are not service retirement benefits. Therefore, until he reaches  
12 retirement age, these benefits - disability benefits - are not subject to division as  
13 community property. Until such time as Jesus receives community property from his  
14 pension, there is no community property to divide.

15 It is also worth nothing that Jesus became disabled after his divorce from  
16 Catherine, and she is already benefitting because she will eventually be entitled to a  
17 portion of the PERS retirement, at retirement age.

18 d. *PERS is implementing the QDRO inconsistent with the terms of the Court*  
19 *Order and Nevada law.*

20 The QDRO as drafted and approved by PERS is providing Catherine benefits  
21 from Jesus' disability payments, which is not community property according to  
22 Nevada law. This is the separate property of Jesus. This is an inappropriate  
23 modification of this Court's order that Jesus' retirement benefits be divided pursuant  
24 to Gemma/Fondi. The QDRO therefore violates Nevada Supreme Court's position  
25 that a QDRO must conform to prior court orders, and not alter them. *Henson v.*  
26 *Henson*, 130 Nev. 814, 819, 334 P.3d 933, 936-37 (2014) (citing *Shelton v. Shelton*,

1 201 S.W.3d 576, 580 (Mo.Ct.App.2006)).

2  
3 **III. The Indeminification QDRO should not be granted; and the present**  
4 **QDRO Should be Revised**

5 Jesus argues that the court should set aside the QDRO, and deny the  
6 indeminiication QDRO, until Jesus reaches retirement age. Jesus has been arguing  
7 the present QDRO is the QDRO is not proper since August, 2021, when this  
8 fraudulent QDRO was signed without allowing Jesus to countersign, in only two days  
9 time.

10 Jesus is not yet eligible for service retirement, which is clearly required before  
11 PERS retirement benefits can be divided pursuant to Gemma and Fondi. This Court  
12 never addressed the disability and separate property rights of this disability pension,  
13 although Jesus has been saying this all along. These cases support his position.

14  
15 **IV. Attorney Fees Should Not Be Awarded to Plaintiff**

16 Jesus has done nothing but seek to protect his separate property rights for his  
17 disability income. He has a right to seek to protect his separate property rights.

18 The court must also consider the financial position of the parties in addressing  
19 any award of attorney fees. In this matter, Defendant seeks to leave Plaintiff  
20 penniless, in spite of his joint physical custody of the minor child. Plaintiff has a  
21 right to defend himself.

22  
23 **V. Change of Circumstances - Child Support**

24 NRS 125B.145(4) indicates that it is a change of circumstances if there has  
25 been a 20% or more change of income. Clearly, this has occurred.

1 Defendant has filed prior FDF's under penalty of perjury, and not been honest  
2 with this court. Due to the joint physical custody in this matter, Plaintiff is entitled  
3 to a significant award for child support.

4 **VI. QDRO was NEVER Approved by Nevada Supreme Court**

5 Once again, Plaintiff corrects Defendant's misrepresentation that the Nevada  
6 Supreme Court approved its QDRO. It did not. Nevada Supreme Court NEVER  
7 approved the QDRO from August of 2020. We know this because the appealed issues  
8 to the Nevada Supreme Court was filed in June, 2020.

9 The QDRO was not presented to the court and signed off until late August  
10 2020. The QDRO was NOT appealable because it did not exist when we appeal nor  
11 was it part of the decision that had been appealed.

12 This is merely a knowingly false statement that Defendant perpetuates.

13 **CONCLUSION**

14 Based on the forgoing supplemental points and authorities, the Plaintiff  
15 requests that court acknowledge Plaintiff's disability income.

16 DATED and DONE this 18th day of May, 2022.

17 /s/ Jesus Luis Arevalo

18 JESUS LUIS AREVALO  
19 Plaintiff in Proper Person  
20  
21  
22  
23  
24  
25  
26  
27  
28

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 Supplemental  
6    Points and Authorities is true and correct.

7            2.     That I request that the court acknowledge my pension is a disability  
8    pension and NOT a service pension.

9            3.     I request the court make decisions based on the merit of this case. My  
10   documents and points and authorities are appropriate.

11           4.     The QDRO was never before the Nevada Supreme Court, as the appeal was  
12   filed months prior to the QDRO being filed. This is a fact Defendant cannot seem to  
13   comprehend.

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

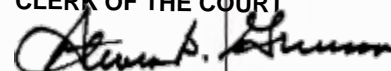
16           Dated this 17th day of May, 2022.

17           \_\_\_\_\_ /s/ Jesus Luis Arevalo

18           \_\_\_\_\_ JESUS LUIS AREVALO  
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JESUS LUIS AREVALO  
5612 N. Decatur Blvd Ste.#130  
PO BOX #321  
Las Vegas, NV 89131  
(702)813-1829  
Plaintiff in Proper Person

DISTRICT COURT  
CLARK COUNTY, NEVADA

JESUS LUIS AREVALO,  
Plaintiff,

Case No.: D-11-448514-D

vs.

Dept No.: E

CATHERINE AREVALO,  
Defendant

EXHIBIT APPENDIX

COMES NOW the Plaintiff, JESUS LUIS AREVALO, in Proper  
Person, and herby submits the following Exhibit in support of PLAINTIFF'S  
SUPPLEMENTAL POINTS AND AUTHORITY.

///

///

///

///

///

///

EXHIBIT APPENDIX - 1

1 Plaintiff understands that the Exhibits are not considered substantive  
2 evidence in Plaintiff's case until formally admitted into evidence.  
3

4 **TABLE OF CONTENTS:**

5 **EXHIBIT "1":** NV PERS Permanent Disability Letter, Tax Form  
6  
7 1099-R

8 **EXHIBIT "2":** NV PERS Disability Retirement Guide  
9

10  
11 Dated this 6th of June, 2022.

12 /s/JESUS LUIS AREVALO

13 \_\_\_\_\_  
14 JESUS LUIS AREVALO

15 Plaintiff in Proper Person  
16  
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Exhibit 1



Welcome Back, JESUS AREVALO  
SSN : \*\*\*-\*\*-0274\_  
EMAIL : wrath702@gmail.com  
Last Login : Sunday, July 18, 2021 @ 8:04 PM

Owner : JESUS AREVALO  
Type : RETIREE  
Relation : OWNER  
Plan : P/F

## Your Retirement Account

[Click Here To: Change Password/ Update Email Address/Go Paperless](#)

**Account Owner:** JESUS AREVALO \*\*\*-\*\*-0274  
**Retirement Date:** 10/17/2013  
**Retirement Type:** Disability **Retirement Option:** Unmodified

### Recipient Information

#### Mailing Address

JESUS AREVALO \*\*\*-\*\*-0274  
6935 ALIANTE PKWY PMB 286 STE 104 PMB 286  
NORTH LAS VEGAS NV 89084 **Phone:** 702- 813- 1829 [Change Address/Phone](#)

### Next Check Information

#### Direct Deposit Instructions:

**Bank:** CLARK CO CU [Change Bank Info](#)  
**Route #:** 322484113  
**Acct Type:** Checking  
**Acct #:** \*\*0374

#### Monthly Benefit Breakdown:

Taxable Base Benefit : \$2303.70  
PRI : \$367.69  
Federal Tax : (-)\$131.00 [View Vendor Info](#)  
[Change Tax Info](#)

Net Benefit Amount : \$2540.39

### Post Retirement Increase Month (PRI)

November

NVPERS Home  
Log Off  
to view general information

Current Account  
Recipient Account  
Mailing Address & Phone  
Deduction Vendors  
Direct Deposit  
Federal Income Tax  
1099R  
User Settings  
View EFT Notices  
Income Verification Letter

Other Recipient Accounts  
Recipient Forms  
Recipient Newsletters  
Pension Check Dates  
Help  
Video Tutorials  
Help Desk FAQs  
FAQs  
Glossary of Terms  
Contact Us



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## Retirement Board

Mark R. Vincent  
Chairman  
Chris Collins  
Vice Chairman

Al Martinez  
Rusty McAllister  
Audrey Nieringa  
David Olsen  
Katherine Ong



## Executive Staff

Fina M. Leiss  
Executive Officer

Vacant  
Operations Officer

Steve Edmundson  
Investment Officer

September 19, 2013

Jesus Arevalo  
7539 Rolling River Drive  
Las Vegas, NV 89131

Dear Mr. Arevalo:

The Retirement Board approved your application for total and permanent disability at the September 18, 2013, meeting. The effective date of your retirement will be the day following your last day of employment or the day following the expiration of your service credit, whichever is later. Your employer is required to submit a termination notice to PERS before your account can be activated. You must terminate employment and begin drawing benefits within 60 calendar days after the date of Board approval or remain on sick leave for the entire period from Board approval to termination. It is your responsibility to contact your personnel office to arrange for the termination of your employment if you have not already done so. We cannot activate your retirement account until this information is received.

Nevada Revised Statutes require that you complete and return a Statement of Employment and Earnings Form on an annual basis so that staff can monitor any earnings you may have received after the effective date of your disability retirement. This form will be provided to you at the appropriate time.

If you have been awarded a workers' compensation benefit due to the same disability, please contact us so that we may determine how it may affect your disability benefit from PERS. As a disability retiree, you must apply for and receive PERS Board approval before accepting any reemployment, either public or private. Upon request, a form will be provided for you to use to apply for approval.

Should you have any questions, please contact us and ask to speak with a Counseling Services representative.

Sincerely,

Cindy Yacon, Manager  
Production Services Division

cc: Las Vegas Metropolitan Police Department  
Attn: Judy Bleak  
400B S. Martin Luther King Boulevard  
Las Vegas, NV 89106

\* Box #7, Distribution code(s)  
3 - Disability

OMB No. 1545-0119 **2020**

**Form 1099-R** ☐ CORRECTED (if checked)

1 Gross distribution	2a Taxable amount
\$ 34764.87	\$ 34764.87
2b Taxable amount not determined	Total distribution

PAYER'S name, street address, city, state, and ZIP code

**PUBLIC EMPLOYEES' RETIREMENT SYSTEM**  
693 WEST NYE LANE  
CARSON CITY NV 89703

PAYER'S federal identification number <b>88-6001993</b>		RECIPIENT'S identification number <b>0274</b>	
3 Capital gain (included in box 2a)	4 Federal income tax withheld	5 Employee contributions (Designated Roth contributions or insurance premiums)	
	\$ 1968.00	\$ 0.00	
6 Net unrealized appreciation in employer's securities	7 Distribution code(s)	8 IRA/SEP/ SIMPLE	9 Other
	3		
10a Your percentage of total distribution	10b Total employee contributions		
%	\$ 0.00		

RECIPIENT'S name and street address (incl. apt. no.), city, state, and ZIP code

JESUS L AREVALO  
6935 ALIANTE PKWY STE 104 # 200  
NORTH LAS VEGAS NV 89064-5819

Account number (see instructions) <b>0274OW 0274</b>		11 Taxpayer's filing status	12 Amount attributable to distributions
12 State tax withheld	13 State/foreign's state tax	14 State distribution	
\$	\$	\$	
15 Local tax withheld	16 Name of locality	17 Local distribution	
\$		\$	

File this copy with your state, city, or local income tax return, when required.

VOLUME III

OMB No. 1545-0119 **2020**

**Form 1099-R** ☐ CORRECTED (if checked)

1 Gross distribution	2a Taxable amount
\$ 34764.87	\$ 34764.87
2b Taxable amount not determined	Total distribution

PAYER'S name, street address, city, state, and ZIP code

**PUBLIC EMPLOYEES' RETIREMENT SYSTEM**  
693 WEST NYE LANE  
CARSON CITY NV 89703

PAYER'S federal identification number <b>88-6001993</b>		RECIPIENT'S identification number <b>0274</b>	
3 Capital gain (included in box 2a)	4 Federal income tax withheld	5 Employee contributions (Designated Roth contributions or insurance premiums)	
	\$ 1968.00	\$ 0.00	
6 Net unrealized appreciation in employer's securities	7 Distribution code(s)	8 IRA/SEP/ SIMPLE	9 Other
	3		
10a Your percentage of total distribution	10b Total employee contributions		
%	\$ 0.00		

RECIPIENT'S name and street address (incl. apt. no.), city, state, and ZIP code

JESUS L AREVALO  
6935 ALIANTE PKWY STE 104 # 200  
NORTH LAS VEGAS NV 89064-5819

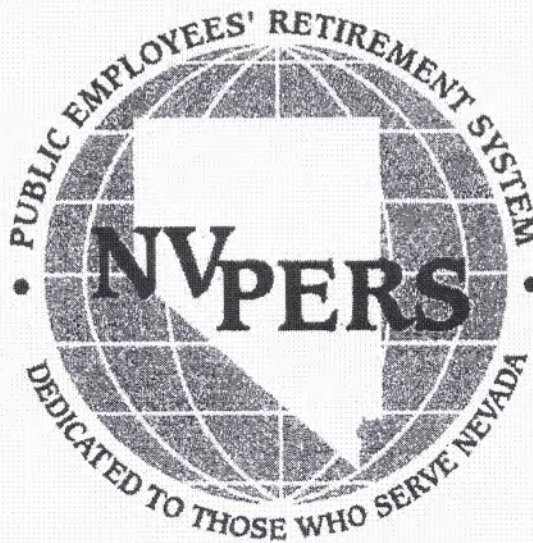
Account number (see instructions) <b>0274OW 0274</b>		11 Taxpayer's filing status	12 Amount attributable to distributions
12 State tax withheld	13 State/foreign's state tax	14 State distribution	
\$	\$	\$	
15 Local tax withheld	16 Name of locality	17 Local distribution	
\$		\$	

File this copy with your state, city, or local income tax return, when required.

RA000651



# Exhibit 2



**DISABILITY  
RETIREMENT  
GUIDE**

[www.nvpers.org](http://www.nvpers.org)

*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 74<sup>th</sup> session of the Nevada Legislature, 2007. 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.*

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## INTRODUCTION

This document has been prepared for you as a member of the Public Employees' Retirement System (PERS) to provide information concerning a Disability Retirement. This brochure will help explain what is required to qualify for a disability retirement, how to apply for this benefit, and the Retirement Board approval process. At the end of this booklet is a checklist to help you plan for this unexpected retirement.

## COUNSELING

Staff is available for counseling weekdays at the PERS offices in Carson City and Las Vegas, to discuss any aspect of a disability retirement.

## ELIGIBILITY

You are eligible to apply for a disability retirement benefit if:

- you have five or more years of service; and
- you become totally unable to perform your current job or a comparable job due to an injury or mental or physical illness of a permanent nature; and
- you are employed by a Nevada public employer at the time you submit your application for disability retirement with PERS.

## APPLICATION PROCESS

If you meet the eligibility requirements for disability retirement, you should contact the PERS office directly. PERS will provide you with an estimate of your disability benefit, a disability retirement application, a four-part disability supplemental packet and a records release form.

### ***1. Disability Retirement Application***

The three-page disability retirement application must be completed first and received by PERS prior to the termination of your employment or death, whichever is first. If you are physically or mentally incapable of completing and submitting the application, your spouse, registered domestic partner, legal guardian or agency liaison officer or deputy liaison officer may complete the application on your behalf with the PERS Executive Officer's approval.

### ***2. Four-Part Supplemental Packet***

#### **Part I – Employee's Report**

The Employee Report is completed by you and it includes questions regarding the job duties you can and cannot complete due to your disability.

## **Part II – Public Employer’s Report**

Sign the information waiver at the top of the form and give to your Human Resources department or Liaison Officer to complete.

## **Part III – Supervisor’s Report**

Sign the information waiver at the top of the form and give to your immediate supervisor to complete.

## **Part IV – Physician’s Report**

Sign the information waiver at the top of the form and give to your treating physician to complete. If you have more than one physician participating in your care, a photocopy of the form may be distributed to all your physicians for completion. Photocopies of your most recent medical records, documenting your medical condition and any work restrictions, must be submitted as well. Original x-rays should not be submitted.

## **Records Release Authorization**

The records release, to be completed by you, gives us information regarding benefits you may be receiving from any other source due to the same disability. It also allows us to obtain information from the companies and doctors you have listed.

## **45-Day Time Frame**

After you have submitted your disability retirement application to the PERS office, you will have 45 days to submit all remaining parts of the above described supplemental packet. If the forms are not submitted within this time frame, PERS will notify you that your disability retirement application and supplemental packet will be returned and your request for disability retirement will be canceled. You may reapply at any time as long as you have not terminated from your employment and all parts of the disability paperwork are submitted in their entirety. You may request an extension of the 45-day requirement for approval by the PERS Executive Officer, if good cause is shown.

## ***Proof of Birth and Name Change Documentation (Disability applicant and beneficiary)***

PERS requires documentation showing your birth date, your beneficiary’s birth date, if applicable, and any name changes for either of you. Name changes must be documented from you and your beneficiary’s names at birth to your current name. A variety of documents may be submitted to meet this requirement.

**One of the following may be used to establish proof of birth:**

- Birth certificate
- Infant baptism certificate
- Delayed certificate of birth

**Any two of the following may be used to establish proof of birth:**

- School age record
- Military service records
- Marriage certificate if birth date is shown
- Naturalization certificate if your age is shown
- Transcript of record from U.S. Bureau of Census
- Family record in family Bible
- Passport
- Notarized statement of knowledge of birth date
- Motor vehicle records
- Social Security records
- Voter registration records
- Any document over 10 years old if birth date is shown

**The following may be used to document name changes for you and or your beneficiary:**

- Marriage certificates
- Adoption papers
- Divorce papers if your prior name is shown
- Driver's license records if your prior name is shown
- Your child's birth certificate if the mother's maiden name is shown

## **BOARD REVIEW**

PERS staff and our medical advisor review the completed application and packet, and a recommendation of approval or denial is made. Your request is then presented to the PERS Board in a closed meeting for a final determination.

The PERS Board meets on a monthly basis. Completed applications received by the 15<sup>th</sup> of the month will be reviewed for the Board meeting the following month. If the documentation is insufficient, additional information may be requested from you before a recommendation is made.

### ***Approval of Your Application***

Once your application for disability retirement is approved, you will be notified in writing of the Board's decision. You must terminate employment and begin drawing a benefit within 60 days of the approval date or remain on sick leave for the entire period. Otherwise, you will be required to reapply to the Board for approval.

### ***Application Disapproved***

If the Board denies your application for disability benefits, the following options are available:

- Apply to the Board within 45 days for a one-time reconsideration. New medical information which was not available or the existence of which was not known at the time of the original application must be submitted prior to the hearing for reconsideration. Or,
- Elect a service retirement benefit. An early retirement reduction will be applied to your benefit if you are not fully eligible to retire based on both service credit and age. Or,
- Terminate from employment and apply for a refund of your employee contributions, if any. A refund of contributions will cancel your membership and all rights to receive a monthly benefit from the system.

## **DETERMINING THE AMOUNT OF YOUR BENEFIT**

There are three basic factors involved in the calculation of your retirement benefit. These are service credit, average compensation, and the selection of a retirement option.

### ***Service Credit***

The Retirement System keeps an ongoing record of your service based on information supplied by your public employer. Service is credited for years, months and days actually worked based on employment records and contributions.

School district employees, except 12-month employees and professional staff of the University system, are credited with service credit for a full year if they work full-time for a full school or academic year. Employment for part of a school or academic year is credited at a rate

of one and one-third days for each day worked. A full year of service cannot be credited until the full 12-month period has expired.

Part-time school district employees receive credit at a rate of one and one-third day for each day worked, and the additional service credit cannot be credited until the full 12-month period has expired.

### ***Average Compensation***

Your average compensation is based on the 36 highest consecutive months of compensation as reported by your employer. If you have been under the Employer Pay Contribution Plan (EPC), your reported compensation will be increased by the appropriate factors to ensure that it is no less than had you continued under the Employee/Employer Pay Plan.

Please note that in calculating an estimate, the 36-month period used to determine your average compensation will usually be the period ending with the last payroll reports received from your public employer and will not project your current salary through your anticipated retirement date.

### ***Retirement Options***

PERS allows you to choose one of seven plans upon retirement. If the plan you select provides continuing benefits for a beneficiary, you may select any beneficiary you wish. However, if married, your spouse must consent to the plan selection and beneficiary designation. This is necessary because Nevada is a community property state, and the courts have determined that a retirement benefit is a substantial community asset.

**Option 1 - The Unmodified Retirement Allowance:** This option provides the maximum benefit allowance to you for your lifetime. Upon your death, however, the unmodified plan provides no monthly allowance for a beneficiary. If you are a Police/Fire member contributing under the Employer Pay Contribution Plan (EPC), you may name your spouse or registered domestic partner as beneficiary under Option 1. Your spouse or registered domestic partner will be eligible for up to 50 percent of your allowance based on your service credit in the Police and Firefighters' Retirement Fund. Your spouse or registered domestic partner must be at least age 50 before collecting under this plan. Since it is an irreversible decision to select the unmodified option, give it careful consideration.

**Option 2:** An actuarially reduced allowance for your lifetime as a retired member. After your death, the same allowance continues for the lifetime of your beneficiary.

**Option 3:** An actuarially reduced allowance for your lifetime as a retired member. After your death, 50 percent of the allowance continues for the lifetime of your beneficiary.

**Option 4:** An actuarially reduced allowance for your lifetime as a retired member. After your death, and beginning when your beneficiary reaches age 60, the same allowance continues for the lifetime of your beneficiary.

**Option 5:** An actuarially reduced allowance for your lifetime as a retired member. After your death, and beginning when your beneficiary reaches age 60, 50 percent of the allowance continues for the lifetime of your beneficiary.

**Option 6:** An actuarially reduced allowance for your lifetime. After your death, a specific sum per month, as selected by you, will continue for the lifetime of your beneficiary. This amount may not exceed the monthly allowance paid to you as the retired member.

**Option 7:** An actuarially reduced allowance for your lifetime. After your death, and beginning when your beneficiary reaches age 60, a specific sum per month, as selected by you, will continue for the lifetime of your beneficiary. This amount may not exceed the monthly allowance paid to you as the retired member.

Since Options 6 and 7 are based on an amount, which you specify, we do not normally provide an estimate for these options. If you wish to provide a set amount for your beneficiary under either of these options, contact PERS and indicate the amount. We will be happy to provide an estimate for these two options.

The following example shows retiree benefits and beneficiary benefits available under the optional plans.

<b>Benefit Calculation Formula</b>		
<b>Optional Plans</b>		
This example assumes that you have 15 years of service and an average compensation of \$1,500 per month. For the purpose of determining the actuarial reduction for Options 2 through 5, we will assume you are age 60 with a 55-year-old beneficiary		
Service Credit = 15 years x 2.5%* = 37.5%		
Average Compensation = \$1,500.00		
Unmodified Allowance = \$562.50		
	Retiree Benefit	Beneficiary Benefit
Option 1	\$562.50	\$ 00.00
Option 2	\$470.81	\$470.81
Option 3	\$512.44	\$256.22
Option 4	\$474.75	\$474.75
Option 5	\$514.69	\$257.34
Option 6	Upon Request	
Option 7	Upon Request	
*Members enrolled prior to 1-1-2010 receive 2.67% for each year after 7-1-2001. Members enrolled on or after 1-1-2010 receive 2.5% for all service credit.		
Note: Federal regulation prohibits paying a benefit to someone other than a spouse or registered domestic partner who is more than 10 years younger than the member under Options 2 and 4.		

## **PAYMENT OF RETIREMENT BENEFITS**

### ***Effective Date of Retirement***

A disability retirement benefit becomes effective on the day immediately following the applicant's last day of employment, or the day immediately following the last day of earning creditable service, whichever is later, or the day after death, if the death intervenes between the filing of the application and retirement.

### ***Method of Payment***

PERS offers and suggests direct deposit of your monthly benefit to your financial institution. Through this service, your allowance will be available to you four working days before the end of each month. Forms to initiate this type of payment are available in your disability packet, upon request and on our website.

We can also mail your benefit check to your home four working days before the end of the month. We automatically mail your check to your home address unless you authorize us to set up a direct deposit.

### ***Deductions***

You may elect to have deductions made from your retirement allowance for continuation of the group health and life insurance, retired employee association dues and federal income tax.

If you plan to continue with medical insurance into retirement, you will be required to contact the administrator of that plan to complete the necessary forms and arrange for payroll deduction from your PERS check. Your plan administrator will notify us when they are ready for deductions to begin. If you later stop that insurance, be sure to let the insurance company know to stop your payroll deduction from your PERS check.

PERS is required to withhold federal income tax from your retirement allowance unless you instruct us in writing not to withhold monies for this purpose. If you elect to have federal income tax withheld, the System can calculate the tax based on marital status and the number of exemptions. We do not have the expertise on staff to advise you on tax matters. We suggest you seek the advice of a tax consultant if you have questions.

### ***Change of Address***

It is important that we know where you are whether your benefit is mailed to your home or electronically deposited to your bank account. End of year earnings statements and other important documents will be mailed to the home address we have on file. If you are writing to notify us of a change of address, please be sure to indicate whether or not your direct deposit should be canceled. To help us better serve you, please include the last four digits of your Social Security number on all correspondence with PERS.

## **WHAT TO EXPECT AFTER RETIREMENT**

### ***Disability Employment and Earnings Statement***

PERS will mail you a Disability Employment and Earnings Statement that must be completed and returned each year. This is to ensure that you have received Board approval prior to returning to any type of employment, either public or private. For further information about returning to work while receiving a disability retirement, refer to the section titled "Reemployment after Retirement" in this publication.

### ***Medical Examinations***

The PERS Board may require medical examinations, at our expense, until you attain the equivalent of service retirement eligibility. The requirement for an annual physical examination may be waived upon prior certification from the Board's medical advisor that you will remain permanently and totally unable to perform your prior job or a comparable job.

Your monthly disability benefit will be suspended if you have been notified to submit a medical examination report and fail to do so by the re-certification date established by the Board.

### ***Post-Retirement Increases***

As a general rule, once you have been retired for three full years, you are entitled to a post-retirement increase of 2 % in each of the fourth, fifth and sixth years; 3% in the seventh, eighth and ninth years; 3.5% in the tenth, eleventh and twelfth years; 4% in the thirteenth and fourteenth years; and 5% each year thereafter. The maximum percentage available to members newly enrolled in PERS on or after January 1, 2010, is 4%.

Post retirement increases are due in the month following the month in which you retired. For example, if your retirement effective date is January 1, your post-retirement increase will be effective February 1, and paid with your February benefit at the end of February.

Occasionally, post-retirement increases are lower than the percentages listed above. This is because they are capped by the Consumer Price Index (All Items) average for the three preceding years, if it has been determined that your benefit has increased more than the rate of inflation from the start of your benefit through the date of your current increase.

### ***Conversion to Service Retirement***

You are considered a disabled retired employee even after reaching age 60 or the equivalent of service retirement eligibility. However, a disabled retired employee may elect to change from a disability retirement to a service retirement after a written request is received in the PERS office. If you change to a service retirement, the employment questionnaire will no longer be required, and you will be subject to the laws pertaining to service retirement.

## **REEMPLOYMENT AFTER RETIREMENT**

You must apply for and receive Board approval prior to returning to any type of employment, either public or private, or your disability benefit will be suspended or canceled. Upon request, PERS will provide a Disability Reemployment Questionnaire that you may use to apply for Board approval of your reemployment. In order for the Board to approve your reemployment request, the reemployment must not be comparable to the position in which you were found to be disabled. Once your reemployment has been approved, there is no limit on the amount you can earn.

The Board will not approve employment of a disability retiree in a position, which would normally be eligible for membership in PERS.

If you return to employment with a participating public employer in a position that is entitled to membership in PERS:

- Your disability retirement allowance is canceled.
- You become a contributing member of the System again.
- All previous service credit is restored.
- Employee contributions, less 15% of the total of the disability benefits paid, shall be returned to your membership account.

If your allowance is canceled, you may apply for a refund of unused contributions, defer the monthly benefit until eligible for service retirement, or elect service retirement. If you elect service retirement, the effective date of retirement will be the first of the month following the date the request is received in the PERS office. Your benefit will be subject to the early retirement reduction if you are not of eligible age for service retirement.

### **FREQUENTLY ASKED QUESTIONS**

***Q - What type of benefit will my beneficiary receive should I die prior to retirement?***

A - If you have applied for a disability retirement and die before the application is approved by the Board, and the Board later approves your application, your beneficiary is entitled to receive an allowance under the option selected rather than the benefits otherwise provided to a survivor. Also, if your application has already been approved, but you die before termination of employment, your designated beneficiary is entitled to receive an allowance under the option selected on your disability application.

***Q - If my application for disability retirement is approved, what will be the effective date of my retirement?***

A - Disability retirement becomes effective on the day immediately following your last day of employment, or the day immediately following your last day of service, whichever is later, or the day of your death if death intervenes between the filing of your application and retirement.

***Q - If my application for disability retirement is approved, will I be penalized for retiring prior to the minimum retirement age?***

A - No. Disability retirement allowances are computed in the same manner as service retirement but the early retirement reduction is waived.

***Q - Is there a possibility of my allowance being reduced because I receive benefits from another source?***

A - Yes. Your disability allowance may be reduced by the amount of any other benefit received from any source due to the same disability, if that benefit was paid for by a Nevada public employer and to the extent that the total of the unmodified benefit and the other source benefit would otherwise exceed your average compensation. Workers compensation typically falls into this category.

***Q - Am I still considered being under a disability retirement after reaching age 60 or the equivalent of service retirement eligibility?***

A -Yes. However, you may elect to change from a disability to a service retirement.

*Q - Once my disability application is approved by the Board, when can I expect to receive my first check?*

A - We cannot begin to pay your benefits until you have terminated with your public employer. Once we receive certification of your termination date from your employer, we will review your account to determine when your service credit will expire. We can then determine what your benefit effective date will be. If your benefit effective date is the 15<sup>th</sup> of the previous month or earlier, we will issue a special payment within 7 to 10 business days after the receipt of your termination date. If your effective date is on or after the 16<sup>th</sup> of the previous month, your first check will be issued on the fourth working day prior to the end of the current month.

#### Disability Retirement Checklist

1. Date you submitted your application to the PERS office \_\_\_\_\_
2. Date you submitted the followings parts of the supplemental packet:
  - Part I – Employee's Report \_\_\_\_\_
  - Part II – Employer's Report \_\_\_\_\_
  - Part III – Supervisor's Report \_\_\_\_\_
  - Part IV – Physician's Report \_\_\_\_\_
  - Medical Records \_\_\_\_\_
  - Release Authorization \_\_\_\_\_
  - Proof of Birth Documents \_\_\_\_\_
  - Name Change Documents \_\_\_\_\_
  - Federal Income Tax Form \_\_\_\_\_
  - Direct Deposit Authorization \_\_\_\_\_
3. PERS Acknowledgment of application  
Date Received \_\_\_\_\_
4. Application being presented to Board  
Board Meeting Date \_\_\_\_\_
5. Estimate of my PERS retirement allowance  
\$ \_\_\_\_\_
6. My Will was drawn and is located in a safe place  
\_\_\_\_\_

7. My designated beneficiary knows who to contact  
in the event of my death\_\_\_\_\_
8. Board approved/disapproved my application  
Date\_\_\_\_\_
9. Administrator of my health plan has been contacted  
\_\_\_\_\_

## Public Employees' Retirement System of Nevada

### **Carson City Office**

693 W. Nye Lane  
Carson City, NV 89703  
(775) 687-4200  
Fax: (775) 687-5131

### **Las Vegas Eastern Office**

5820 S. Eastern Ave., Suite 220  
Las Vegas, NV 89119  
(702) 486-3900  
Fax: (702) 678-6934

*Toll free from anywhere in the USA:*

**1-866-473-7768**

Website: [www.nvpers.org](http://www.nvpers.org)

## Public Employees' Retirement System Board

Mark R. Vincent, *Chairman*, Las Vegas  
Katherine Ong, *Vice Chairman*, Las Vegas  
Vikki Courtney, *Member*, Las Vegas  
Rusty McAllister, *Member*, Las Vegas  
Audrey Noriega, *Member*, Las Vegas  
David Olsen, *Member*, Carson City  
Timothy Ross, *Member*, Carson City

## Executive Staff

Tina Leiss, *Executive Officer*  
Cheryl Price, *Operations Officer*  
Steve Edmundson, *Investment Officer*

**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.

Electronically Filed  
Jun 20 2023 04:26 PM  
86607-COA  
Elizabeth A. Brown  
D.C. No. Clerk of Supreme Court

**REAL PARTY IN INTERESTS' APPENDIX**

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**Petitioner in Proper Person:**

Jesus Luis Arevalo  
4233 Galapagos Ave.  
N. Las Vegas, Nevada 89084  
(702) 813-1829

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**ORDR**

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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: 11/3/21  
TIME OF HEARING: 10:00 A.M.

**ORDER FROM NOVEMBER 3, 2021, HEARING**

This matter came on for hearing on November 3, 2021, before the Honorable Charles Hoskin, District Court Judge, Family Division, Department E. Plaintiff, Jesus Arevalo, was present via video conference, Defendant, Catherine Delao, was present via video conference and represented by counsel, Marshal S. Willick, Esq., and Richard L. Crane, Esq., of the WILICK LAW GROUP.

The Court, having reviewed the pleadings and papers filed herein, after hearing argument of counsel, made the following findings and orders as follows:

**THE COURT HEREBY FINDS:**

1. All of the orders for which Jesus was in contempt, are clear orders. The Court does not have any questions with regard to the Jesus' understanding of the orders or the clarity of the orders. He knew what he was supposed to be doing with regard to those orders.
2. The difficulty that the Court runs into at this point has to do with whether the violations were willful. Certainly, I think the willful intent was there. The problem that I'm running into is the availability of funds in order to satisfy the orders, which takes me out of the realm, I believe, of a contempt finding.
3. Certainly, there are violations of Court orders, which leads me into the next part. It appears as though we don't have alternative means of satisfying the outstanding judgments. I am approving the indemnification QDRO as an ability to collect on judgments and enforce orders of the Court. That should be included as part of the order that we're generating for today.
4. As far as the increasing in the amount, I'm not putting that in place with regard to what is or is not available for the judgment. I believe that the pension will have rules with regard to that and what is available or not available. Certainly, they'll need to approve the indemnification QDRO, as well as whatever percentage they're going to approve to be reduced from that monthly benefit, which plays into a lot of the other portions of this that I will get into as part of the relief that I'm granting today.
5. Holidays and vacations take precedence over regular visitation time. It is possible to have regular visitation either at the beginning or the end of the two-weeks, so that is part and parcel, but one takes precedence over the other. There's no compensatory time that results from one party taking their Court ordered vacation time, so hopefully that's clarified.

- 1 6. With regard to the alleged interference with medical appointments, certainly  
2 the Court does not know that it is in position now to modify the legal custody  
3 situation. What I am going to do today is admonish the parties that they should  
4 not be interfering in the child's ability to get medical care. If there is ongoing  
5 interference, it will be a basis for the Court to consider modification of the  
6 legal custody with regard to medical decisions. The Court is admonishing the  
7 parties today with the understanding that, if it happens in the future, there is a  
8 really, really good chance that a modification will take place. the Court is just  
9 not inclined to do that at this point.
- 10 7. With regard to the life insurance situation, the Court is going to permit  
11 Catherine to set up a broker or whoever she wants to go with to get that put  
12 together. Certainly, the requirement to cover that still falls on Jesus with  
13 regard to it being approved. The Court is demanding and ordering cooperation  
14 to get us to that point. If we cannot obtain that life insurance policy, the Court  
15 will need to come up with alternative security.
- 16 8. The Court's concern has to do with eliminating Jesus's ability to maintain an  
17 income and a living. If we have to go there, the Court will need to make some  
18 determinations with regard to imputing additional income and the potential for  
19 that being something the Court considers, but the Court is not in a position  
20 today to essentially make him destitute, but the Court maintains its ability to  
21 enforce its orders.
- 22 9. The onus is on Catherine to arrange for the life insurance policy and all of the  
23 exams etc., required to obtain the same. If we have no cooperation, then the  
24 Court will have no choice but to go down the path of another form of security.  
25 Certainly, the Court does not to repeat again that Court orders need to be  
26 followed, especially given where we are in this kind of litigation.

- 1 10. The Court believes that it has made it clear today that if Jesus is unable to  
2 obtain that insurance policy, the Court will be accessing the balance of his  
3 income in order to make sure that she is secured, because he's left the Court no  
4 other options. The Court's hope is, based upon that admonishment, he'll be  
5 more inclined to cooperate and get us to the point where an insurance policy  
6 can be issued. The Court believes the he does not want to lose the rest of his  
7 income, which is the only step that the Court has left.
- 8 11. The Court is not playing his game anymore, and that based on that, he'll be  
9 more cooperative with whatever he needs to do to obtain the policy of  
10 insurance. That being said, HIPAA's in place. He has the ability to have his  
11 own medical situation be private.
- 12 12. As far as attorney's fees are concerned, certainly there was a violation of Court  
13 orders. I did not find that it was willful, but only because of the income  
14 situation. NRS 18.010 requires me to get to bad faith. While I would typically  
15 award fees. Given that contempt was not found, the Court is not going to  
16 award fees.
- 17 13. There was an admonishment today with regard to Jesus filing a counter motion,  
18 which is contrary to this Court's order which required a Reply that should not  
19 have been needed. With regard to the fees for the Reply, I am going to award  
20 fees for the preparation of the Reply, because his filing of a countermotion  
21 without permission of the Court was a violation. The countermotion issues  
22 were not appropriately before the Court, so they will not be addressed.
- 23 14. With regard to future service, we have essentially a stipulation that personal  
24 service, where the rules require it, will no longer be required. Electronic  
25 service is acceptable at this point moving forward.
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- [illegible]

9. That attorney's fees and costs are awarded from Jesus to Catherine for her having to prepare an opposition to his countermotion in the amount of \$ 2,955.00, ~~due on or before~~, and are reduced to judgment and collectible by any legal means bearing the legal rate of interest until paid in full.

10. Mr. Willick is to prepare the *Order*.

Dated this 23rd day of November, 2021



18A BE8 BC4B 234B  
Charles J. Hoskin  
District Court Judge

mb

Respectfully Submitted By:  
Willick Law Group

// s // Richard L. Crane, Esq.

MARSHAL S. WILLICK, ESQ.  
Nevada Bar No. 2515  
RICHARD L. CRANE, ESQ.  
Nevada Bar No. 3596  
3591 E. Bonanza, Suite 200  
Las Vegas, Nevada 89110-2101  
(702) 438-4100 Fax (702) 438-5311  
Attorney 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 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: 11/23/2021

15 Lorien Cole

lorien@willicklawgroup.com

16 Marshal Willick

marshal@willicklawgroup.com

17 Reception Reception

email@willicklawgroup.com

18 Mallory Yeargan

Mallory@willicklawgroup.com

20 Jesus Arevalo

wrath702@gmail.com

21 Jesus Arevalo

vinni702@yahoo.com

22 Charles Hoskin

deptelc@clarkcountycourts.us

30

30

1 ORDR  
2

3  
4 **DISTRICT COURT**  
5 **FAMILY DIVISION**  
6 **CLARK COUNTY, NEVADA**

7  
8 Jesus Luis Arevalo,  
9 Plaintiff

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

10 v.

11 Catherine Marie Arevalo,  
12 Defendant

13 **ORDER**

14 This Court having reviewed this file FINDS that Plaintiff, Jesus Luis  
15 Arevalo, submitted an *Amended Opposition and Countermotion* and  
16 supplemental Exhibits to his *Amended Opposition and Countermotion* on  
17 December 13, 2021. At the November 3, 2021 hearing, Plaintiff's  
18 Countermotion was denied and no leave to amend, after that determination  
19 was made, was granted.  
20

21  
22 Pursuant to NRCP 1 and EDCR 1.10, the procedure in District Courts  
23 shall be administered to secure efficient, speedy, and inexpensive  
24 determinations in every action. Furthermore, EDCR 2.23(c) and 5.11(e) state  
25 this Court can consider a motion and issue a decision on the papers at any  
26 time without a hearing.  
27  
28

1 THE COURT FINDS that the Plaintiff was declared vexatious on  
2  
3 March 23, 2021, and is required to obtain permission prior to filing a motion  
4 (or countermotion) before the Court.

5 THE COURT FINDS that the parties were last before this Court for a  
6  
7 hearing on November 3, 2021. In the resulting Order, filed November 23,  
8 2021, the Court made a clear determination of the issues at hand, and,  
9 among other things, denied Plaintiff's Countermotion.

10 THE COURT FURTHER FINDS that Plaintiff's *Amended Opposition*  
11 *and Countermotion* is an attempt to re-litigate issues previously decided and  
12 resolved by the Court. Such requests are either untimely and the Court is  
13 without ability to consider, or the requests have already been resolved, and  
14 the Plaintiff is attempting to re-litigate the issues. Under either scenario, the  
15 requests are inappropriate.

16 NOW, THEREFORE, THIS COURT ORDERS that Plaintiff's  
17 request to file his *Amended Opposition and Countermotion* is DENIED. As  
18 such, Plaintiff's Motion shall not be filed or set for hearing, and he shall not  
19 be permitted to file his supplemental Exhibits into the case.

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24 IT IS SO ORDERED

25 Dated this 14th day of December, 2021

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8BA B7E 0F78 E77E  
Charles J. Hoskin  
2 District Court Judge

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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 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: 12/14/2021

15 Lorien Cole

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17 Reception Reception

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18 Mallory Yeargan

Mallory@willicklawgroup.com

19 Jesus Arevalo

wrath702@gmail.com

20 Jesus Arevalo

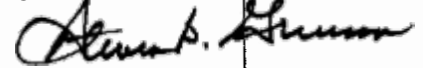
vinni702@yahoo.com

21 Charles Hoskin

deptelc@clarkcountycourts.us

31

31



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,	)	Case No. D-11-448514-D
	)	Dept No. E
Plaintiff,	)	
	)	
vs.	)	
	)	<b>NOTICE OF APPEAL</b>
CATHERINE AREVALO,	)	
	)	
Defendant.	)	
	)	

COMES NOW, JESUS LUIS AREVALO, in Proper Person and gives notice that Plaintiff intends to file an Appeal in the above case, D-11-448514-D.

JESUS LUIS AREVALO requests waiver of appeal bond in this matter, and authorization to proceed in Proper Person.

This notice pertains to the ORDER filed 12/14/21; with a Notice of Entry of Order filed 12/14/21, regarding court refusing to allow Defendant to file his Opposition and Countermotion: refusing to address irregularities in QDRO prepared by Defendant's attorney; figures in QDRO prepared by Defendant's

1 attorney vs. CPS figures with credentials in QDRO calculations; labeling of Plaintiff  
2 as vexatious litigant preventing him from defending himself; and extreme bias and  
3 prejudice as to Plaintiff.

4 Dated this 15th day of December, 2021.

5 /s/ JESUS LUIS AREVALO

6 JESUS LUIS AREVALO  
7 Plaintiff In Proper Person  
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**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

JESUS LUIS AREVALO,  
Plaintiff,

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

VS.

CATHERINE AREVALO,  
Defendant.

**REQUEST FOR AUTHORIZATION TO PROCEED IN PROPER PERSON;  
WAIVER OF APPEAL BOND;  
AND TO TRANSMIT ENTIRE RECORD ON FILE**

COMES NOW, JESUS LUIS AREVALO, and requests authorization of the court to proceed in Proper Person, and that the court submit the entire record on file.

Plaintiff also requests the court waive the bond in this matter.

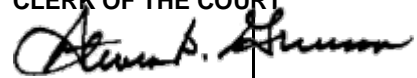
Dated this 15th day of December, 2021.

/s/ JESUS LUIS AREVALO

**JESUS LUIS AREVALO**  
In Proper Person

33

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1 ASTA

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

10 JESUS LUIS AREVALO,

11 Plaintiff(s)

12 vs.

13 CATHERINE MARIE AREVALO  
14 nka CATHERINE MARIE DELAO,

15 Defendant(s),

Case No: D-11-448514-D

Dept No: E

**Sealed**

16  
17 **CASE APPEAL STATEMENT**  
18

19 1. Appellant(s): Jesus Luis Arevalo

20 2. Judge: Charles J. Hoskin

21 3. Appellant(s): Jesus Luis Arevalo

22 Counsel:

23 Jesus Luis Arevalo  
24 6935 Aliante Pkwy., Suite 104, #286  
25 North Las Vegas, NV 89084

26 4. Respondent (s): Catherine Marie Arevalo nka Catherine Marie Delao

27 Counsel:

28 Marshal S. Willick, Esq.  
3591 E. Bonanza Rd., Suite 200

Las Vegas, NV 89110-2101

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

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

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

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

8. Appellant Granted Leave to Proceed in Forma Pauperis: N/A

Appellant Filed Application to Proceed in Forma Pauperis: No  
Date Application(s) filed: N/A

9. Date Commenced in District Court: June 28, 2011

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

Type of Judgment or Order Being Appealed: Misc. Order

11. Previous Appeal: Yes

Supreme Court Docket Number(s): 81359

12. Case involves Child Custody and/or Visitation: Custody  
Appeal involves Child Custody and/or Visitation: N/A

13. Possibility of Settlement: Unknown

Dated This 22 day of December 2021.

Steven D. Grierson, Clerk of the Court

/s/ Heather Ungermann

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

cc: Jesus Luis Arevalo

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34

1 TRANS

2 ORIGINAL

FILED

FEB 23 2022

CLERK OF COURT

3  
4  
5 EIGHTH JUDICIAL DISTRICT COURT

6 FAMILY DIVISION

7 CLARK COUNTY, NEVADA

8  
9 JESUS LUIS AREVALO, )

10 Plaintiff, )

11 vs. )

12 CATHERINE MARIE AREVALO, )

13 Defendant. )

CASE NO. D-11-448514-D

DEPT. N

APPEAL NO. 81359, 83991

(SEALED)

14  
15 BEFORE THE HONORABLE CHARLES J. HOSKIN  
DISTRICT COURT JUDGE

16 TRANSCRIPT RE: ALL PENDING MOTIONS

17 WEDNESDAY, JULY 7, 2021

18 APPEARANCES:

19 The Plaintiff:  
For the Plaintiff:

JESUS LUIS AREVALO (Tel.)  
PRO SE

20 The Defendant:  
For the Defendant:

CATHERINE MARIE DELAO (Tel.)  
MARSHAL WILICK, ESQ. (Tel.)  
3591 E. Bonanza Rd., Suite #200  
Las Vegas, Nevada 89110  
(702) 438-4100

1 LAS VEGAS, NEVADA

WEDNESDAY, JULY 7, 2021

2 P R O C E E D I N G S

3 (THE PROCEEDINGS BEGAN AT 09:01:47)

4

5 THE COURT: All right. We are on the record,  
6 448514, the Arevalo matter. Mr. Willick, your appearance.

7 MR. WILICK: Good morning, Your Honor. Marshal  
8 Willick, 2515, for Catherine Delao, previously Arevalo, who is  
9 I believe present online.

10 THE COURT: Thank you. Mr. Arevalo?

11 THE PLAINTIFF: Present.

12 THE COURT: Your name, please, sir?

13 THE PLAINTIFF: Jesus -- Jesus Arevalo appearing pro  
14 per.

15 THE COURT: All right. We are on today subsequent  
16 to a couple of orders entered by the Court. One, the order  
17 after remand requesting briefing which both parties did comply  
18 with. And then after reviewing the briefing the Court found  
19 it was appropriate to obtain more information in order to  
20 resolve the issues sent down from the Appellate Court. So  
21 this oral argument was set. And reviewing the file this  
22 morning, sir, it looks like you filed an ex parte motion to  
23 continue.

24 THE PLAINTIFF: Yes, sir. That's correct. I've

1 been sick since I got back from Reno on the 20th. And I'm not  
2 even over the -- the sinus portion yet. Also, I didn't have  
3 enough time to prepare or contact any legal counsel or  
4 representation.

5 THE COURT: Okay. That -- that part of it I don't  
6 understand.

7 THE PLAINTIFF: Which -- which part, the being sick  
8 or the not having time to prepare because I was sick?

9 THE COURT: The not having time to prepare.

10 THE PLAINTIFF: I've been in bed sick for -- off and  
11 on for about two weeks taking antibiotics.

12 THE COURT: Well, it -- which very well may be true,  
13 sir, but the -- the remand was March 30th. And then my  
14 order --

15 THE PLAINTIFF: Yes, I understand.

16 THE COURT: -- after I got the remittitur back was  
17 May 5th. And we're two months past May 5th. I'm not quite  
18 sure why you'd need more time especially when the issue -- I  
19 still don't have information from you on -- I gave you an  
20 opportunity two plus years ago to provide that information.  
21 So I'm -- I'm unclear as to why now somehow you -- you don't  
22 have it.

23 THE PLAINTIFF: Well, I have some information but  
24 like I said with you wanting this briefing we did the briefing

1 --

2 THE COURT: Right.

3 THE PLAINTIFF: -- and then, what was it, not even  
4 21 days and there's like 12 days after you called a court  
5 hearing which, you know, I -- I could have prepared for, but I  
6 was sick in bed for two weeks.

7 THE COURT: Right, but --

8 THE PLAINTIFF: And I didn't have any time to --

9 THE COURT: The -- the -- I guess the issue I'm  
10 having trouble with is I didn't have to have this hearing. I  
11 had this hearing to accommodate you because your briefing --

12 THE PLAINTIFF: Okay.

13 THE COURT: -- didn't assist me the way that I was  
14 hoping that it would. So I --

15 THE PLAINTIFF: Okay.

16 THE COURT: And -- and why -- why you would wait  
17 until yesterday afternoon to ask for a continuance puts  
18 everybody behind the 8-ball. So I'm just -- I'm trying to  
19 understand your thought process and whether it's appropriate  
20 to do any continuing today.

21 THE PLAINTIFF: Well, I've been very sick, you know.  
22 I know there's some stuff here on remand, but there's also  
23 some stuff that Mr. Willick put in his briefing that is  
24 something new that I need to discuss with some type of legal

1 representation to find out what it is and how to go about  
2 either explaining it or finding out how it's possible.

3 THE COURT: Well, I -- I don't know --

4 THE PLAINTIFF: There is new -- there -- there is  
5 new stuff in his briefing that is not just remand.

6 THE COURT: Well, I would agree --

7 THE PLAINTIFF: So there's new -- new -- there's new  
8 issues I need to understand.

9 THE COURT: I would agree that there are requests in  
10 both briefs that are outside of what I indicated that I wanted  
11 in my order after remand. But I don't know that anything is  
12 new except for the request for current attorney's fees for  
13 this hearing. Everything else is old, either was deferred by  
14 the Court based upon the appeal and those kinds of issues.  
15 But I can tell you my intent today is to deal with the issues  
16 that are appropriately before me. There's no motion for me to  
17 deal with any new issues. Certainly attorney's fees are --  
18 are possible based upon the -- the procedure we're dealing  
19 with today.

20 So I'm -- I'm just -- I'm trying to understand sir  
21 what it is that you need more time to do and what you  
22 anticipate you would do with that time if I gave it to you.

23 THE PLAINTIFF: Prepare a proper -- proper  
24 representation.

1 THE COURT: Okay. What does that -- what --

2 THE PLAINTIFF: I mean, everything -- I really  
3 haven't had time to go over all these briefings and -- and do  
4 my research and look at NRSes and come up with a proper  
5 representation. But, I mean, if this Court chooses to move  
6 forward, that's -- I mean, it's your court. It's completely  
7 your decision. I'm just not ready.

8 THE COURT: Okay. And that's the part I'm having  
9 trouble wrapping my head around. This was an opportunity for  
10 you to clarify what's in your brief because you didn't respond  
11 to what I requested that you respond. So what do you need  
12 additional time to do?

13 THE PLAINTIFF: One, get well so I can talk better,  
14 you know, so I can study and -- and prepare. I've been sick  
15 in and out of bed for the last two to three weeks. I've been  
16 on --

17 THE COURT: All right.

18 THE PLAINTIFF: -- antibiotics, but --

19 THE COURT: All right.

20 THE PLAINTIFF: -- I mean, if --

21 THE COURT: Mr. Willick, your position on a  
22 continuance.

23 MR. WILICK: It -- in -- in candor, we did receive  
24 an email communication from Mr. Arevalo requesting a

1 stipulation for a continuance. I'm not sure exactly when it  
2 came in. I think sometime over the holiday weekend. But I --  
3 I -- I've been working on an appellate matter and I simply did  
4 -- did not have an opportunity to look at it or respond in the  
5 -- in the brief time I had.

6 I elected not to take a position on the request for  
7 a continuance but to leave it to the Court. I am ready to  
8 proceed. I don't think this stuff is particularly difficult.  
9 I don't think anything is new. But, you know, I -- I tend to  
10 agree with Mr. Arevalo. It's really your call, Your Honor,  
11 and we'll go either way.

12 Form an appellate point of view, would Court frown  
13 on failure to grant a continuance after this being set for two  
14 months? I doubt it, but I'll leave the Court to its view of  
15 administrative efficiency as you wish. If you want us to come  
16 back, I'll come back.

17 THE COURT: Well, I just -- Mr. Arevalo, I just need  
18 you to -- to help me out here. I'm -- I'm not looking for  
19 more briefing. I'm not looking for more motions. I -- what  
20 I'm really lacking is an understanding of your position on the  
21 actual issues that were on remand. While the school issues, I  
22 think, I understand your position on, but the -- the other  
23 issues either you didn't even touch on or -- or they didn't  
24 really make a lot of sense to me. So if I give you additional

1 time, will that put you in a position to be able to answer  
2 those questions that I -- that I issued both in my -- my May  
3 and June orders?

4 THE PLAINTIFF: Absolutely. And if you want to, you  
5 know, give me some guidance here on which issues it is that I  
6 was unclear on, I can maybe write another response that might  
7 clarify it.

8 THE COURT: And sir, I -- your -- your response time  
9 has come and gone. I --

10 THE PLAINTIFF: Okay.

11 THE COURT: I set this hearing as a courtesy so that  
12 I can have the entire picture of where we are and where we  
13 need to be. So I -- I don't think -- I don't believe I need  
14 to give you any more clarification than what's in my -- my May  
15 and June orders. So I -- I thought that that was fairly clear  
16 in both of those orders as to what I was expecting which, as I  
17 recall, is exactly what the Court of Appeals indicated that  
18 they wanted me to take a look at. So how much time do you  
19 think you need, Mr. Arevalo?

20 THE PLAINTIFF: Thirty days would be fine.

21 THE COURT: Okay. I don't understand why you would  
22 need 30 days. Help me understand.

23 THE PLAINTIFF: Well, I'd like to get over this cold  
24 so I can get through this without coughing. I'd like some

1 time to prepare to read over these thoroughly, to do the  
2 research on some of the cases he's quoting for some of the  
3 other things he's asking for. I mean, I haven't had any of  
4 that time. I've been in sick. I've been in bed -- in bed for  
5 the last two to three weeks.

6 THE COURT: Usually a cold for you lasts 45, 60  
7 days?

8 THE PLAINTIFF: I didn't understand that.

9 THE COURT: I said I asked you --

10 THE PLAINTIFF: I -- that would be fine.

11 THE COURT: -- if usually a cold for you lasts 45 to  
12 60 days.

13 THE PLAINTIFF: Oh, no. this was -- I'm -- I'm just  
14 coming towards the end of it. This was a -- I had a cold and  
15 flu and a sinus infection. I was on amoxicillin and some  
16 other medication for about this last part of the week.

17 THE COURT: So you're about --

18 THE PLAINTIFF: I just finished that.

19 THE COURT: -- done with that is what you're telling  
20 me.

21 THE PLAINTIFF: I'm about done with it. Yeah.

22 THE COURT: All right. So if I gave you two weeks,  
23 is that going to give you enough time to be mentally prepared  
24 to present your information?

1 THE PLAINTIFF: Two weeks would be fine. Yes, sir.

2 THE COURT: All right. We'll set this case two  
3 weeks from today at 9:00 a.m. on the 21st of July.

4 THE PLAINTIFF: Thank you, Your Honor.

5 THE COURT: Thank you. Mr. Willick, you're muted.

6 MR. WILICK: I'm sorry, Your Honor. I didn't  
7 realize I was muted. I was just checking the calendar. What  
8 was the time set?

9 THE COURT: 9:00.

10 MR. WILICK: I should tell the Court that I am  
11 scheduled to be an expert witness in a trial in Alaska. And,  
12 I mean, it's by remote but I have to be online at 9:30. Could  
13 we either move the day or move the time back a little? I just  
14 don't want to -- I don't want to not be present as I promised  
15 another judge I would.

16 THE COURT: If we -- well, let's set this one for  
17 8:30 then. How is that?

18 MR. WILICK: If you -- if -- if it will be less  
19 than an hour, then that's great.

20 THE COURT: Yeah, I've -- I've only blocked out an  
21 hour for this and hoping that we would need less than that.

22 MR. WILICK: I can do 8:30.

23 THE COURT: Mr. Arevalo?

24 THE PLAINTIFF: 8:30 is fine.

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THE COURT: 8:30 on the 21st.

MR. WILLICK: Thank you for the time, Your Honor.

THE COURT: Thank you.

(PROCEEDINGS CONCLUDED AT 9:11:54)

\* \* \* \* \*

ATTEST: I do hereby certify that I have truly and  
correctly transcribed the digital proceedings in the above-  
entitled case to the best of my ability.

*Adrian Medrano*

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Adrian N. Medrano