

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.

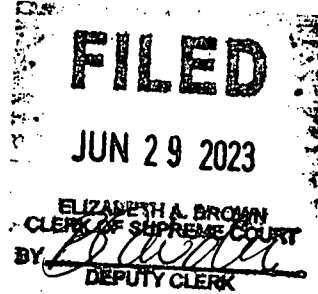
And

CATHERINE DELAO,

Real Party in Interest.

S.C. No. 86607-COA

D.C. No. D-11-448514-D



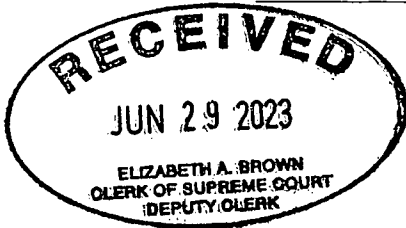
PETITIONER'S WRIT REPLY EXHIBIT APPENDIX

Petitioner provides the following Exhibit Appendix in support of his Writ:

Exhibit Title Bates No.

1	Respondent's motion filed 1/28/20	073-182
2	Order After Hearing filed 3/23/21	183-191
3	Petitioner's Opposition filed 10/11/21	192-247
4	Initial QDRO, filed 8/25/20	248-254
5	Order filed 11/23/21, from 11/3/21 hearing	255-261
6	Three (3) "Email Submission Accepted Notice" only	262-264

Dated on June 27, 2023.



*Jesus A. Arevalo*  
JESUS AREVALO

23-20714

Exhibit “1”

*Steven D. Grierson*

1 **OPPS**  
2 **WILICK LAW GROUP**  
3 **MARSHAL S. WILICK, ESQ.**  
4 Nevada Bar No. 2515  
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6 Las Vegas, NV 89110-2101  
7 Phone (702) 438-4100; Fax (702) 438-5311  
8 email@willicklawgroup.com  
9 Attorney for Defendant

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

9 **JESUS LUIS AREVALO,**

10 Plaintiff,

11 vs.

12 **CATHERINE AREVALO**  
13 n/k/a CATHERINE DELAO,

14 Defendant.

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

DATE OF HEARING:  
TIME OF HEARING:

15 **DEFENDANT'S OPPOSITION TO**  
16 **"MOTION FOR PERMISSION TO ALLOW THE CHILD TO**  
17 **ATTEND CHARTER SCHOOL PURSUANT TO ARCELLA; REVIEW**  
18 **OF CHILD SUPPORT PURSUANT TO NRS 125B.070; TO**  
19 **CORRECT/AMEND ORDER FILED NOVEMBER 12, 2019; FOR**  
20 **AWARD OF FEES AND COSTS; AND RELATED RELIEF"; "EX**  
21 **PARTE MOTION TO SUBSTITUTE PARENTING CLASS"**  
22 **AND**  
23 **COUNTERMOTION FOR ORDER TO SHOW CAUSE, ENTRY OF A**  
24 **QUALIFIED DOMESTIC RELATIONS ORDER, TO REDUCE**  
25 **ARREARS TO JUDGMENT, AND FOR ATTORNEY'S FEES AND**  
26 **COSTS AND SANCTIONS**  
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1 October 30, 2012, ("Decree of Divorce"), on February 26, 2013. The divorce granted  
2 Catherine the following in relevant part:

- 3 1. Spousal support in the amount of \$1,500 per month for a period  
4 of three months commencing in June, 2012; thereafter, spousal  
5 support of \$500 per month for a period of nine months.<sup>1</sup>
- 6 2. \$5,000, which represented Catherine's half of the proceeds of the  
7 sale of a Chevrolet Impala, to be paid at \$500 per month after the  
8 term of spousal support ends, or commencing July, 2013.<sup>2</sup>
- 9 3. Various personal property;<sup>3</sup>
- 10 4. Catherine's marital share of Jesus' PERS, divided pursuant to the  
11 time rule, with the parties equally sharing the cost of the QDRO.<sup>4</sup>
- 12 5. \$2,833, representing one-half of Jesus' unpaid vacation and sick  
13 leave, to be paid once the term of spousal support expires and the  
14 Chevrolet Impala debt is paid off, at \$500 per month.<sup>5</sup>
- 15 6. \$10,500 for Catherine's share of attorney's fees, to be paid by  
16 Jesus at \$100 per month following the final monthly payment for  
17 the monthly payments listed in the above subsections.<sup>6</sup>

18 The *Decree of Divorce* granted the parties the following custodial orders in  
19 relevant part:

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21 <sup>1</sup> See page 11-12 of the *Decree of Divorce* filed February 26, 2013.

22 <sup>2</sup> *Id.* at 12.

23 <sup>3</sup> *Id.* at 12-13.

24 <sup>4</sup> *Id.* at 14.

25 <sup>5</sup> *Id.* at 14.

26 <sup>6</sup> *Id.* at 16.

1. Joint legal and physical custody of Luis, with Jesus having Wednesday at 8:00 a.m. to Saturday at 2:00 p.m., and Catherine having Saturday at 2:00 p.m. to Wednesday at 8: a.m., and alternating holidays.<sup>7</sup>
2. Child support of \$650 per month, paid in two monthly installments on the first and fifteenth of each month.<sup>8</sup>
3. Alternating claiming Luis for tax purposes every other year, with Catherine having the odd-numbered tax years.<sup>9</sup>

Jesus did not make the spousal support payments as ordered in the *Decree of Divorce*, so on June 13, 2013, Catherine filed a *Motion for a Change in Custody; to Enforce the Decree of Divorce; to Hold Plaintiff in Contempt; and for Attorney's Fees and Costs*. She filed a *Schedule of Arrears* the following day indicating that Jesus owed a total amount of \$6,388.89 as of the date of filing.

On August 29, 2013, Jesus filed a chapter 7 bankruptcy in the US Bankruptcy Court, District of Nevada, case number 13-17455-mkn, to discharge what Catherine was awarded in the *Decree of Divorce*.

On September 18, 2013, the Court held a hearing on Catherine's *Motion*, and ordered, in relevant part, that:<sup>10</sup>

1. Both parties are to attend the UNLV Cooperative Parenting Class, with Jesus being ordered to attend the "next available Tuesday

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<sup>7</sup> *Id.* at 5.

<sup>8</sup> *Id.* at 10.

<sup>9</sup> *Id.* at 15-16.

<sup>10</sup> See *Order After Hearing from September 18, 2013* filed on October 16, 2013.

1 session," which the Court noted began in October 1, 2013, and  
2 Catherine to attend the "next available Saturday session."

- 3 2. Arrears, which included interest as of the date of the hearing,  
4 totaled \$7,983.41, and that amount was reduced to judgment and  
5 included part of the Chevrolet Impala payments (a total of \$2,000  
6 in Impala payments had accrued by the date of the hearing – June,  
7 July, August, and September).
- 8 3. The remaining Impala payments were still due and owing (\$3,000  
9 remaining, to be paid at \$500 per month starting October, 2013,  
10 per the *Decree of Divorce*).
- 11 4. Attorney's fees were deferred to the *Order to Show Cause*  
12 hearing, to be held on October 21, 2013.<sup>11</sup>

13 On October 21, 2013, the parties attended the *Order to Show Cause* hearing,  
14 after which the Court ordered in relevant part:<sup>12</sup>

- 15 1. Jesus was sanctioned \$1,800, which was reduced to judgment in  
16 Catherine's favor.
- 17 2. Catherine was awarded \$750 in attorney's fees related to the  
18 contempt issues.<sup>13</sup>

19 Catherine began taking the UNLV course in 2013 to comply with the court's  
20 September 2013 orders. At the time, she also was struggling financially, and was  
21 planning her wedding to her current husband, Steven Delao, Catherine ended up  
22  
23

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24  
25 <sup>11</sup> *Id.*

26 <sup>12</sup> See Order from the October 21, 2013 hearing, filed January 22, 2014.

27 <sup>13</sup> *Id.*

1 using some of her wedding money to pay for the class, and paid gas money to get to  
2 class, and even missed some work to attend.

3 On January 7, 2014, there was a court hearing on a *Motion* filed by Jesus  
4 (*Motion to Modify Child Support*), and at that hearing, the Court ordered in relevant  
5 part:<sup>14</sup>

- 6 1. Jesus' *Motion* was denied.
- 7 2. Catherine was awarded \$500 in attorney's fees, which was  
8 reduced to judgment.<sup>15</sup>

9 On January 24, 2014, Jesus was granted a discharge in his Chapter 7  
10 bankruptcy case, which incorporated an amended page which included Catherine's  
11 attorney's fees and contempt award from the *Notice of Entry of Order After Hearing*  
12 filed on October 21, 2013.

13 On February 26, 2014, the parties attended court on Jesus' *Motion to Review*  
14 *and Reduce child support, et al* filed on November 15, 2013. At that hearing, the  
15 Court ordered, in relevant part:<sup>16</sup> *he avoids using or typing*  
*Disability*

- 16 1. *Effective February, 2014, child support is set to zero.*
- 17 2. Jesus was again ordered to sign up and complete the UNLV  
18 cooperative Parenting Course.
- 19 3. All outstanding judgments related to attorney's fees, child support  
20 arrears, and prior sanctions shall be paid by Jesus to Catherine at  
21

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24  
25 <sup>14</sup> See Order from Hearing from the January 7, 2014 hearing, filed January 16, 2014.

26 <sup>15</sup> *Id.*

27 <sup>16</sup> See Order from the February 26, 2014 hearing entered March 24, 2014.  
28

1 the rate of \$150 per month, payable by the 20<sup>th</sup> day of each month,  
2 and continuing until all the judgments have been paid in full.<sup>17</sup>

3 On March 22, 2014, Catherine missed the last day of her UNLV course because  
4 it was on her wedding day, but she spoke to the instructor, Margaret Pickard, and  
5 worked out an agreement to make up the missed class. Ms. Pickard also invited  
6 Catherine's new husband, Steven, to attend the next session of the missed class, and  
7 after he attended, he was so impressed with her teachings, he enrolled himself in the  
8 following session.<sup>18</sup> Therefore, Steven also attended and completed the class without  
9 even being ordered to do so.<sup>19</sup>

10 Jesus still did not make the payments as ordered, and on December 22, 2014,  
11 Catherine filed a *Schedule of Arrears* showing Jesus owed a total of \$42,707.86 in  
12 outstanding non-child support payments/arrears due, and a second *Schedule of*  
13 *Arrears* showing that Jesus owed a total of \$3,575 in child support arrears. This was  
14 filed *pro per*, so it is unclear whether it included any interest or penalties.

15 On March 24, 2014, Catherine filed her *Notice of Seminar Completion EDCR*  
16 *5.07-Family*, attaching her completion of the UNLV Cooperative Parenting Course.

17 On March 18, 2015, the Court held an *Order to Show Cause* hearing, and  
18 ordered in relevant part:<sup>20</sup>

19 3. The Court did not make a finding of contempt on the issue of  
20 Jesus' failure to take the UNLV Cooperative Parenting Class, as  
21 the appropriate affidavit was not filed by Catherine. However,  
22

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23 <sup>17</sup> *Id.*

24 <sup>18</sup> See Exhibit A, Proof of completion of the UNLV course by Steven Delao.

25 <sup>19</sup> See *Id.*

26 <sup>20</sup> See *Order after Show Cause Hearing from March 18, 2015* filed on April 20, 2015.

1 the order to attend the UNLV Cooperative Parenting Class  
2 remained in effect.

- 3 4. The Court found that Jesus was in contempt of the court's orders  
4 pursuant to Catherine's *Schedules of Arrears*, and ordered he  
5 serve 20 days in jail, stayed pending future compliance with the  
6 order to pay \$150 per month payments on his arrears due by the  
7 25<sup>th</sup> of each month until paid in full.
- 8 5. The Court noted that Jesus provided a check in open court of  
9 \$250, that \$150 should be applied toward his March, 2015  
10 payment, and the remaining \$100 toward his arrears.
- 11 6. The Court also ordered that Jesus provide a schedule of  
12 everything that was discharged in bankruptcy by March 30, 2015,  
13 and the court would issue a judgment as to what amount was  
14 owed by the Defendant.<sup>21</sup>

15  
16 **B. Facts Subsequent to Jesus Discharging Certain Obligations due to**  
17 **Filing Bankruptcy as Recognized by the Court**

18 On June 26, 2015, after reviewing the schedule that Jesus provided outlining  
19 everything that he discharged in bankruptcy, the Court issued an order clarifying the  
20 judgments against Jesus, stating, in relevant part:

- 21 1. The following debts (\$9,760.97) should be reduced to judgment  
22 in Catherine's favor less a \$375 payment made (total of  
23 \$9,385.97), payable at \$150 per month until paid in full:
- 24 a. \$472.50 for Catherine's one-half interest in the parties'  
25 2011 Federal Income Tax Refund.

26  
27 <sup>21</sup> See *Id.*

- b. \$5,863.47 for alimony arrears.
  - c. \$500 in sanctions for Jesus failing to appear at the January 7, 2014 hearing.
  - d. \$2,925 for child support arrears.<sup>22</sup>
2. Catherine is entitled to interest at the legal rate from the date each amount was due.

On October 9, 2019 the parties attended court regarding Jesus' *Motion to Address Parenting Issues, et al*, and the Court made the following relevant findings/orders:<sup>23</sup>

1. Jesus failed to complete the UNLV Cooperative Parenting Course, and Catherine could file an *Order to Show Cause* for his contempt.
2. Any request to change the child's school was not properly before the court.<sup>24</sup>

On December 6, the Willick Law Group filed a *Notice of Appearance* on behalf of Catherine. We were hired to assist Catherine with correcting Jesus' contemptuous behavior, but prior to taking action, Jesus filed the instant *Motion*.

On December 23, Jesus, who poses on Facebook under the name "Vinnie Botz," posted on the "WAR declared on Clark County Nevada Family Court System" Facebook page the following query:

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<sup>22</sup> See *Findings and Orders* filed on June 26, 2015.

<sup>23</sup> See *Order after Hearing from October 9, 2019*, filed November 12, 2019.

<sup>24</sup> See *Id.*

1 What negative information can everyone give me on Judge Hoskins and the  
2 Willick Law Group. What do I need to know? Thank you.<sup>25</sup>

3 On December 23, 2019, Jesus filed an *Ex Parte Motion to Substitute Parenting*  
4 *Class*, which is being opposed here.

5 On December 30, 2019, Jesus filed a *Motion for Permission to Allow the Child*  
6 *To Attend Charter School Pursuant to Arcella, Review of Child Support Pursuant to*  
7 *NRS 125B.070; to Correct/Amend Order filed November 12, 2019; for an Award of*  
8 *Fees and Costs; and Related Relief*, which is being opposed here. Jesus never served  
9 Catherine or her attorney's of records with the *Motion*.

10 On January 2, 2020, Jesus filed an *Amended Motion for Permission to Allow*  
11 *the Child To Attend Charter School Pursuant to Arcella, Review of Child Support*  
12 *Pursuant to NRS 125B.070; to Correct/Amend Order filed November 12, 2019; for*  
13 *an Award of Fees and Costs; and Related Relief*. On January 10, 2020, Jesus filed  
14 a certificate of mailing, but it was far after the required three days for mailing after  
15 the *Motion* was filed (pursuant to EDCR 5.2066), so service was ineffective.

16 Jesus has failed to make the timely payments from the judgement issued on  
17 June 26, 2015, as indicated by Exhibit J to this *Motion*, and the *Schedule of Arrears*  
18 filed contemporaneously with Catherine's instant *Opposition and Countermotion*.  
19 The *Schedule of Arrears* also indicates that as of the date of the hearing on this  
20 matter, or February 6, 2020, Jesus owed Catherine a total of \$7,451.64, with interest  
21 accruing at \$.080 per day.

## 22 II. OPPOSITION TO MOTION

### 23 A. The Ex Parte Motion to Substitute Parenting Class Should be 24 Denied Because Judge Hoskin Cannot Supersede Judge 25 Duckworth's orders

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26 <sup>25</sup> See Exhibit B, Facebook message from Vinnie Botz, and the profile for Vinnie Botz  
27 showing it is Jesus Arevalo.



1 Respectfully, even if this Court had some appetite to revisit prior orders, which  
2 it expressed it does not, it cannot "undo" the order to attend the UNLV course entered  
3 by Judge Duckworth in this case because *Judge Duckworth has already ordered*  
4 *Jesus to attend the course – three times*. That was a final order made by a different  
5 district court judge and setting it aside would violate court rules, Nevada case law,  
6 and the Nevada Constitution.

7 In *Rohlfing v. District Court*,<sup>26</sup> the Nevada Supreme Court held that an order  
8 from one district judge is final and cannot be "reviewed" by another, stating "[t]he  
9 district courts of this state have equal and coextensive jurisdiction; therefore, the  
10 various district courts lack jurisdiction to review the acts of other district courts."

11 **DCR 18(1)** cited in *Rohlfing*, provides:

12 When any district judge shall have entered upon the trial or hearing of any  
13 cause, proceeding or motion, or made any ruling, order or decision therein, no  
14 other judge shall do any act or thing in or about such cause, proceeding or  
15 motion, unless upon the written request of the judge who shall have first  
16 entered upon the trial or hearing of such cause, proceeding or motion.

17 **DCR 5** provides in relevant part:

18 These rules cover the practice and procedure in all actions in the district courts  
19 of all districts where no local rule covering the same subject has been  
20 approved by the supreme court. Local rules which are approved for a  
21 particular judicial district shall be applied in each instance whether they are the  
22 same as or inconsistent with these rules.

23 **EDCR 7.1(b)** provides:

24 (b) When any district judge has begun a trial or hearing of any cause,  
25 proceeding or motion, or made any ruling, order or decision therein, no other  
26 judge may do any act or thing in or about such cause, proceeding or motion,  
27 unless upon the request of the judge who has begun the trial or hearing of such  
28 cause, proceeding or motion.

<sup>26</sup> *Rohlfing v. District Court*, 106 Nev. 902, 803 P.2d 659, 662 (1990) (citing *Goicoechea v. District Court*, 96 Nev. 287, 607 P.2d 1140 (1980)). See also Nev. Const. Art. 6, § 6; NRS 3.220; *Wardern v. Owens*, 93 Nev. 255, 563 P.2d 81 (1977).

According to  
Willie's own words, why is he  
ignoring courts earlier order I am  
disabled

1 If he was actually unhappy with the order, Jesus could have attempted to set it  
2 aside in the five and a half years prior to the case being reassigned to Judge Hoskin  
3 (on or about January 2, 2018), but he did not. As a result, Jesus chose to create the  
4 circumstance that this Court would never entertain a request to set aside Judge  
5 Duckworth's order; there is no authority of any kind, from anywhere, providing for  
6 a "do-over" after seven years after a reassignment of judges.

7  
8 **B. The "Ex Parte Motion to Substitute Parenting Class" Should be**  
9 **Denied on Equitable Grounds**

10 As to the "merits," the Court should deny Jesus' request because it would be  
11 inequitable to grant him any "exceptions" or "leniency" given he has been in open  
12 contempt of the order for seven years now, and because he has not alleged any  
13 colorable grounds to set aside or modify the multiple orders to attend the class.

14 Both parties were ordered to attend the UNLV course back on October 14,  
15 2013 – Catherine to take the Saturday morning class, and Jesus was ordered to take  
16 the Tuesday evening class (at the time, Catherine did not have Luis on Saturdays, and  
17 Jesus did not have Luis on Tuesday evenings.)

18 At the time, Jesus had *zero* excuse for not taking the class – he was on  
19 administrative leave from the Metro Police Department for the controversial shooting  
20 of Gulf War Veteran Stanley Gibson, so he was receiving his full salary without  
21 working. Jesus' 16-year old daughter was living with her mother full-time, so he had  
22 no children to take care of on Tuesday evenings, lived with his parents rent-free, and  
23 was not paying alimony or the court-ordered child support for his daughter.

24 Catherine was struggling financially at the time, but she found a way to pay for  
25 the class, and even her husband took the class because he was so impressed by the  
26 teachings he observed during a session he attended upon the instructor's invitation.  
27  
28

1 Jesus is fully aware he is court-ordered to attend the class – in the last seven  
2 years, the Court reaffirmed its order for Jesus to take the UNLV course in court *four*  
3 *different times*: September 18, 2013, February 26, 2014, March 24, 2014, and October  
4 9, 2019. Despite this, Jesus never once moved to set aside or clarify the Court's  
5 order – he instead refused to comply. When Catherine reminded him of the orders,  
6 Jesus made up excuses to her, saying, for example, "Oh, Judge Duckworth said I  
7 didn't have to." Jesus' statement in his *Motion* that he "desires to comply with this  
8 court's order" is clearly false.

9 At the last hearing on October 9, 2019, Judge Hoskin *again* admonished Jesus  
10 for failing to take the UNLV course, and invited Catherine to file an *Order to Show*  
11 *Cause*.

12 On October 24, 2019, it was publicized that Jesus went to Steve Sanson, the  
13 leader of Veterans in Politics, a group who has publicly declared "war" on family  
14 court, to accuse the instructor of the UNLV course, Margaret Pickard, of "forcing"  
15 parents to take class with "no sliding scale." Upon information and belief, Jesus'  
16 complaints were solely in an effort to cancel the class and/or smear the instructor to  
17 avoid having to take it.<sup>27</sup> His efforts were unsuccessful.

18 Now, Jesus asked the court to allow him to take an online course because it is  
19 "more convenient" for him, and complains of the child care /cost issues. Jesus does  
20 not have child care issues – he uses his 13-year old stepdaughter for babysitting  
21 almost exclusively. The \$300 cost for the class is not oppressive, and although he  
22 failed to submit a *Financial Disclosure Form*, ~~upon information and belief, Jesus is~~  
23 ~~receiving retirement pay~~ (that he is not sharing with Catherine in violation of the  
24 *Decree*), income from his spouse who is a full-time nurse, and other income Jesus

25 Again Avoids the truth & the  
26 word disability

27 <sup>27</sup> See Exhibit C, Veterans in Politics article from October 24, 2019 about Jesus Arevalo's  
28 attempt to sabotage Margaret Pickard, the instructor of the UNLV course.

See Exhibit

"D"

13

1 may earn on the side.<sup>28</sup> Jesus should be ordered to show cause for his contempt and  
2 sanctioned accordingly, as more fully set forth below.

3  
4 **C. Opposition to "Motion for Permission to Allow the Child to Attend**  
5 **Charter School Pursuant to Arcella; Review of Child Support**  
6 **Pursuant to NRS 125B.070; to Correct/Amend Order filed**  
7 **November 12, 2019; For an Award of Fees and Costs; and Related**  
8 **Relief"**


9 **1. Modification to the Custody Schedule**

10 Catherine is unsure why Jesus is objecting to the modification of a custodial  
11 schedule *that he stipulated to in open court on October 9, 2019*. This is clear not  
12 only in the court minutes, but also in the order from the hearing, filed November 12,  
13 2019. The clear agreement was to adopt "Exhibit F" to Catherine's opposition that  
14 was at issue for the hearing, and that "Exhibit F" was attached to the November 12,  
15 2019 hearing and incorporated into the order.<sup>29</sup>

16 The minutes from the hearing are identical to the order Catherine submitted,  
17 and state in relevant part:<sup>30</sup>

18 As for the request to MODIFY the CUSTODIAL SCHEDULE, there is a  
19 STIPULATION. Exhibit "F" of Mom's Opposition shall be incorporated into  
20 the order.<sup>31</sup>

21 Exhibit "F" attached to the order is the schedule the parties stipulated to in  
22 open court, and it was the intent of the parties at the time, as reflected by the court's  
23

24  Exhibit D, Las Vegas Review Journal article re: Jesus receiving \$1,000,000 in tax  
25 payer income despite being terminated from the Metro Police Department.

26 <sup>29</sup> See Exhibit E, the "Exhibit F" to Catherine's previous opposition that outlines the  
27 modification to the custodial schedule (also attached to the order filed November 12, 2019.)

28 <sup>30</sup> See Exhibit F, Minutes from the October 9, 2019 hearing.

<sup>31</sup> *Id.*

1 signed order and the minutes. Therefore, Jesus's request to modify the schedule and  
2 alter the November 12, 2019 hearing should be denied.

3  
4 **2. Request to Change Luis' School should be Denied**

5 Catherine objects to changing schools for Luis for a number of reasons, but  
6 most primarily due to the transportation distance and the hardships it would create,  
7 as well as the fact that Luis' current school system is just as good as the charter  
8 school requested. Luis currently attends Heckethorn Elementary School, and is zoned  
9 to attend Seville Middle School. Jesus does not identify what charter school he  
10 requests Luis attend, if Luis could even be admitted, or what the statistics are for the  
11 purported charter school.

12 Requests to change schools in Nevada are governed by the *Arcella*<sup>32</sup> factors,  
13 which do not support Jesus' request, as follows:

14  
15 **a. The wishes of the child, to the extent that the child is of**  
16 **sufficient age and capacity to form an intelligent**  
**preference**

17 This is not a significant factor because Luis is still in elementary school and is  
18 only 10 years old, and does not have the maturity to understand the effects and  
19 nuances of moving from the school he is zoned for to a charter school. Catherine  
20 believes that if Luis is given a voice in the dispute, it would be solely groomed by his  
21 father, and it would force Luis to be in the middle of a court issue.

22  
23 **b. The child's educational needs and each school's ability**  
24 **to meet them, and the curriculum, method of teaching,**  
25 **and quality of instruction at the school**

26  
27 <sup>32</sup> *Arcella v. Arcella*, 133 Nev. \_\_, \_\_ P.3d \_\_ (Adv. Opn. No. 104, Dec. 26, 2017).

1 These factors are difficult to analyze because Jesus did not suggest any specific  
2 charter school in his motion, so no specific statistics can be compared. However,  
3 Catherine believes that both schools will provide the same education, and will have  
4 similar curriculums, methods of teaching, and quality of instruction.

5 Jesus misrepresents in his motion that the average middle school class has 45  
6 students.<sup>33</sup> According to the Public School Review for the 19-20 school year, the  
7 average size of the classes at Seville Middle School is 28:1. Jesus submitted a  
8 message from Luis' current fifth grade teacher, Mr. Estes, stating there were 38  
9 students in the class, and although that is true, it is a temporary issue that has an  
10 explanation.

11 At the beginning of the year Catherine spoke to Mr. Estes about the class size,  
12 and he told her the class was going to be 29-31 students, but there was a possibility  
13 that number may rise during the school year due to all of the new houses being built  
14 in the area. Another thing that contributed to the growth in class size was the nearby  
15 charter school, Somerset Academy Aliante.

16 After the Academy received a two-star rating, it sent a letter to the parents  
17 stating that if the parents wanted to pull their children out and place them in a public  
18 school, they were welcome to do so.<sup>34</sup> Although the letter did not mention  
19 Heckethorn Elementary School directly, there was definitely an impact. Catherine  
20 spoke to the school, who stated they are re-zoning for the 20-21 school year due to  
21 all of the new houses, and suggested that the bigger class sizes are temporary.

22  
23 **c. The child's past scholastic achievements and predicted**  
24 **performance at each school**

25  
26 <sup>33</sup> See Motion, page 5, line 8.

27 <sup>34</sup> See Exhibit G, letter from Somerset Academy re: their ratings.

1 With the right level of parental involvement and oversight, Luis will excel at  
2 either school, so this factor is neutral. Catherine believes, however, that one of Jesus'  
3 motives for requesting charter school is that he believes (whether true or not) that he  
4 will need to provide less oversight for Luis' education at a charter school. One of the  
5 reasons for this belief is that Luis has expressed to Catherine that he prefers to do  
6 homework at Jesus' house because his father doesn't make him read and he doesn't  
7 check his homework, and at Catherine's home, she will go over his homework and  
8 have him correct any mistakes.

9 Luis is a smart young man. He does sometimes struggle to catch on, but once  
10 he catches on, he "gets it." This requires *both* parties to be involved in his education,  
11 in any school he attends.

12 Catherine has previously discussed with Jesus the possibility that Luis suffers  
13 from a mild form of dyslexia, and asked Jesus for permission to have Luis tested.  
14 Luis refused, stating that "his son" does not have any learning disabilities. Luis has  
15 still not been officially tested for dyslexia; however, if he does end up having any  
16 learning disabilities, it is well known that public schools are much more equipped to  
17 provide services for any special needs children have, rather than private or charter  
18 schools.

19 Jesus' references in his *Motion* that Catherine herself "raised issues with Jesus  
20 about concerns about the child's reading."<sup>35</sup> How this supports a complete change in  
21 schools is questionable, but Jesus' statements are not an accurate picture of what  
22 actually occurred.

23  
24  
25  
26  
27 <sup>35</sup> See *Motion*, page 15-16.

1 First, the communications relating to Catherine's "concerns" took place on Our  
2 Family Wizard, available to the court, the parties, and their counsel.<sup>36</sup> The  
3 conversation began with Catherine sending Jesus a copy of Luis's progress report.  
4 Luis received A's, B's, C's, and one F. When Jesus asked Catherine if she was going  
5 to punish Luis, she identified that she and Steven discussed the issues, and identified  
6 that Luis was doing his homework, but not turning it in, and that she was going to  
7 work on making sure he was more responsible all around, and implement stricter  
8 punishment when he was not. Catherine then expressed frustration that Jesus has  
9 refused to allow her to have Luis tested to see if he is struggling from a learning  
10 disability. Although this conversation could be interpreted as Catherine having  
11 concerns about Luis' reading, it does not justify a change in schools. Notably, Jesus  
12 declined to respond or agree to having Luis tested.

13  
14 **d. The child's medical needs and each school's ability to**  
15 **meet them**

16 Luis is healthy and has no specific medical needs requiring any type of  
17 intervention from his school.

18  
19 **e. The child's extracurricular interests and each school's**  
20 **ability to satisfy them**

21 This factor is neutral because Luis attends activities outside of school, and  
22 Jesus only allows him to attend activities Jesus chooses during his custodial days.

23 Luis' extracurricular activities include Cub Scouts, which will transition to Boy  
24 Scouts by middle school, and jiu jitsu. Luis is a member of two jiu jitsu gyms: Odin's  
25 Hall with Catherine and MMA Uprising with Jesus. Catherine and Steven have also  
26 had Luis in other activities such as swimming, art, archery, and shooting.

27 <sup>36</sup> See Exhibit H, OFW messages between the parties on October 25, 2019.



1 When Catherine was married to Jesus, she recalled how Jesus refused to allow  
2 his daughter, McKenzie, to attend any of her mother's extracurricular activities on his  
3 custodial days regardless of how much McKenzie wanted to go. Catherine couldn't  
4 bear the thought of Luis going through that, so all activities done at the Delao house  
5 are strictly done on Catherine's custodial days only. If there was an activity that was  
6 happening on Jesus' day, she would ask him, but the answer is usually "no," so she  
7 stopped asking. Therefore, the extracurricular activities issue is probably a moot  
8 point.

9 **f. Whether leaving the child's current school would**  
10 **disrupt the child's academic progress**

11 This point is minimized by the fact that Luis is leaving his current elementary  
12 school and transitioning to middle school next year regardless.

13 **g. The child's ability to adapt to an unfamiliar**  
14 **environment**

15 Luis is fairly good about adapting to unfamiliar environments, especially when  
16 there are people he already knows there. The only person he will know at any charter  
17 school is his step-sister, and it's unknown if he will go to the same school as her, and  
18 if so, they will not be in the same grade. If he continues attending public school in  
19 his school zone, a majority of his classmates will be attending the same middle school  
20 he is zoned for.

21 **h. The length of commute to each school and other**  
22 **logistical concerns**

23 The length of the commute is a serious concern for Catherine, although it is  
24 minimal for Jesus because, upon information and belief, he is unemployed.  
25 Currently, Luis's school is one mile from Catherine's home. The Delao's neighbor  
26 has a son who is one of Luis' best friends and currently goes to Seville Middle  
27

1 School, and the boys talk about how they can't wait for Luis to go to Seville Middle  
2 School too so they can walk/ride bikes together to/from school. There are a few of  
3 Luis' friends who also advised they will probably join in on the walk to school.

4 The only inconvenience Jesus would have if Luis attended Seville Middle  
5 School is if he has to drive to two different schools, but he is doing that now, and has  
6 been for two years. This inconvenience is further mitigated by the fact that Jesus  
7 does not have full-time employment.

8 The other concern Catherine has about Luis attending the charter school is the  
9 cost. When Jesus' older daughter, McKenzie, attended private school, she recalls he  
10 refused to share in the costs of uniforms and school supplies, failed to pay his half of  
11 the tuition, and forced McKenzie's mom to cover those costs and get judgments from  
12 the court for the unpaid balances. Catherine doesn't want to be in the position of  
13 having to chase after reimbursements on uniforms and related expenses for charter  
14 school, especially given Jesus' track record of not making the court-ordered  
15 payments. There are no additional or hidden costs at public school.

16  
17 **i. Whether enrolling the child at a school is likely to**  
18 **alienate the child from a parent**

19 Catherine does have a concern that moving Luis to charter school could create  
20 alienation and/or conflict. In the past, Jesus showed upon to Heckethorn Elementary  
21 to confront Catherine on her custodial days, which were days he had no reason to be  
22 at the school. Eventually, when Catherine saw Jesus, she would go to the office so  
23 any confrontations could be witnessed. If Luis moves to a charter school where any  
24 of Jesus' other children attend, he would be able to confront her and use the excuse  
25 that he is there for his other children.

1 Catherine is also concerned that if Luis attended charter school, his lack of  
2 sleep from having to get up each day with her could lead him to resent her, which  
3 would create potential alienation.

4 In sum, there is no compelling reason to disrupt Luis from his current school,  
5 routine and familiar school zone and place him in a charter school, and the *Arcella*  
6 factors to not support Jesus' request. Relocating Luis would create a hardship on  
7 Luis that could eventually lead to increased conflict and resentment, so Jesus' request  
8 should be denied.

9  
10 **D. Jesus' request for Review of Child Support**

11 Jesus requests a review of child support, but has not filed the required  
12 *Financial Disclosure Form* ("FDF"), although he does acknowledge needing to file  
13 one. Jesus' request should be denied until and unless he complies with the  
14 requirements to file an FDF pursuant to EDCR 5.506.

15  
16  
17 **E. Fees and Costs**

18 Given the requests in Jesus' *Motion* should be denied, and due to his unclean  
19 hands for not having complied with his court-ordered obligations, his requests for  
20 fees and costs should be denied.

21  
22 **III. COUNTERMOTION**

23 **A. Motion for Order to Show Cause for Contempt**

24 It appears that Jesus has little respect for this Court's authority, as he has  
25 regularly thumbed his nose at the court's orders, and is in violation of multiple orders  
26 as set forth below. It is time that Jesus' actions are met with serious and real

1 consequences; otherwise, he will continue to ignore this Court's rulings. Judge  
2 Duckworth has already outlined the criteria under which Jesus should be incarcerated,  
3 and Jesus has violated *that* order.

4 In addition to the contempt sanctions and jail time, Catherine requests the  
5 Court order Jesus to Show Cause for a number of violations and contempt of court  
6 orders, including 1) the 2017 tax deduction for Luis; 2) unpaid arrears; 3) the failure  
7 to complete the UNLV course; and 4) life insurance.

### 9 1. Legal Standard for Contempt

10 This Court has the inherent power to make and enforce its own orders; that is  
11 what enables the Court to control rogue litigants and do its duty to adjudicate.<sup>37</sup>

12 Contempt is governed by Chapter 22 of the Nevada Revised Statutes, which  
13 provides in pertinent part in NRS 22.010:

14 The following acts or omissions shall be deemed contempts:

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

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

21 3. Disobedience or resistance to any lawful writ, order, rule or process issued  
22 by the court or judge at chambers.

23 <sup>37</sup> *In re Water Rights of the Humboldt River*, 118 Nev. 901, 59 P.3d 1226, 1229 (2002);  
24 *Halverson v. Hardcastle*, 123 Nev. 245, 163 P.3d 428 (2007) (a trial court has the inherent authority  
25 to construe its orders and judgments, and to ensure they are obeyed); *Grenz v. Grenz*, 78 Nev. 394,  
26 274 P.2d 891 (1962) (a trial court has the inherent power to construe its judgments and decrees);  
27 *Murphy v. Murphy*, 64 Nev. 440, 183 P.2d 632 (1947); *Lindsay v. Lindsay*, 52 Nev. 26, 280 P. 95  
(1929); *Reed v. Reed*, 88 Nev. 329, 497 P.2d 896 (1972) (court has inherent power to enforce its  
orders and judgments); *In re Chartz*, 29 Nev. 110, 85 P. 352 (1907) ("The power of courts to punish  
for contempt and to maintain decency and dignity in their proceedings is inherent, and is as old as  
courts are old").

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

2  
3 1. Upon the answer and evidence taken, the court or judge or jury, as the case  
4 may be, shall determine whether the person proceeded against is guilty of the  
5 contempt charged.

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

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

14 Jesus has disobeyed a number of the court orders as outlined below. As such,  
15 Jesus must be held in contempt and sanctioned accordingly.

## 16 2. Contempt Relating to the Tax Deduction for Luis

17 Catherine requests the Court order Jesus to show cause for violating the *Decree*  
18 *of Divorce* granting Catherine the right to claim Luis on the odd-numbered tax years  
19 for the tax year 2017, which states in relevant part:

20 Plaintiff shall have the benefit of claiming the minor child Luis as a taxable  
21 dependent and exemption for all tax purposes during even-numbered years  
22 beginning with the tax year 2012, until the minor child can no longer be  
23 claimed as an exemption due to his age and/or status; Defendant shall have the  
24 benefit of claiming the minor child Luis as a taxable dependent and exemption  
25 *for all tax purposes* during even-numbered years beginning with the tax year  
26 2012, until the minor child can no longer be claimed as an exemption due to  
27 his age and/or status.  
28 [Emphasis added].

Jesus claimed Luis on his taxes in 2017 in violation of the order. Specifically,  
Jesus got tax credits for having Luis on the Affordable Care Act exchange in 2017,  
and the IRS reviewed his taxes and decided his income was too high to have received  
the credits. Due to the fact that Catherine claimed Luis as a dependent on her taxes  
for 2017, as ordered, the IRS fined *her* the \$1,420 for the credits Jesus received, and

1 forced her to repay them \$1,420 for Jesus' actions, while Jesus kept the \$1,420 tax  
2 credit.<sup>38</sup>

3 Claiming Luis on Affordable Care Act insurance, and receiving a tax credit, is  
4 a violation of the Court's order because *only* Catherine has the right to claim Luis for  
5 anything tax-related in the odd-numbered years. Jesus' actions directly resulted in  
6 Catherine paying \$1,420 to the IRS for credits Jesus received in violation of the  
7 order.

8 Catherine requests the Court award her the \$1,420, plus interest, as a sanction  
9 to Jesus for his contempt.

10  
11 **3. Contempt Relating to the Unpaid Child Arrears**

12 **a. The Court's Original Order**

13 Catherine requests the Court order Jesus to show cause for violating the  
14 *Findings and Orders* filed on June 26, 2015, which states in relevant part:

15 (1) The following debts should be reduced to judgment  
16 in Catherine's favor less a \$375 payment made (total  
17 balance is \$9,385.97), payable at \$150 per month  
18 until paid in full:

19 (a) \$472.50 for Catherine's one-half interest in  
20 the parties' 2011 Federal Income Tax Refund.

21 (b) \$5,863.47 for alimony arrears.

22 (c) \$500 in sanctions for Jesus failing to appear  
23 at the January 7, 2014 hearing.

24  
25  
26  
27 <sup>38</sup> See Exhibit I, IRS notices and proof that Steven Delao had to pay the \$1,421 tax payment.

(d) \$2,925 for child support arrears.<sup>39</sup>

(2) Catherine is entitled to interest at the legal rate from the date each amount was due.

**b. The Remaining Unpaid Judgment Due as of February 6, 2020**

Given the fact that interest is due from the date each amount was due, it is necessary to compile a schedule of historical arrears, which shows when each of the payments was due, and when each was paid. This has been accomplished on the *Schedule of Arrears* filed contemporaneously with this *Opposition and Countermotion*, and reveals that Jesus owes a total of \$7,451.64, if paid on February 6, 2020, with a daily amount accruing of \$0.80, as reflected on the MLAW

Calculation.

The results of the MLAW calculation, which assesses interest on each portion of the debts in the judgment as of the date each debt was owed (pursuant to Judge Duckworth's orders from June 26, 2015 outlined above), we have the following:

**(1) \$472.50 for Catherine's one-half interest in the parties' 2011 Federal Income Tax Refund**

This was owed to Catherine pursuant to the *Decree of Divorce*, page 4, line 23-24; page 4, lines 1-2, entered February 26, 2013, so that date is reflected in the calculation.

**(2) \$5,863.47 for alimony arrears**

This was owed to Catherine pursuant to her *Schedule of Arrears* she generated on June 13, 2013, and filed on June 14, 2013, so the June 13 date is reflected in the calculation.

<sup>39</sup> See *Findings and Orders* filed on June 26, 2015.

1 (3) \$500 in sanctions for Jesus failing to appear at  
2 the January 7, 2014 hearing

3 This was owed to Catherine as of the January 7, 2014 hearing, so that amount  
4 is reflected in the calculation.

5 (4) \$2,925 for child support arrears

6 These were owed in periodic payments, which were outlined in the *Schedule*  
7 *of Arrears* filed on December 22, 2014, so we input the data from that schedule, and  
8 gave the appropriate offset of \$650 as required by the *Findings and Orders* filed on  
9 June 26, 2015.<sup>40</sup>

10 Therefore, the remaining arrears due are: \$7,451.64, if paid on February 6,  
11 2020, with a daily amount accruing of \$0.80, as reflected on the MLAW calculation.

12 c. Jesus' contempt due to late payments

13 Jesus has failed to make the \$150 per month payments on time as ordered. The  
14 court was previously very clear this would result in jail time and bail of \$2,000 to be  
15 released to Catherine pursuant to the *Order After Show Cause Hearing From March*  
16 *18, 2015* dated April 20, 2015, where it states in relevant part:

17 Plaintiff is hereby SENTENCED to two days of INCARCERATION for each  
18 month the \$150.00 was not paid, for a total of twenty (20) days of  
19 INCARCERATION. To be clear, serving jail sentence would not excuse the  
20 amount owed to Defendant. The 20 days of INCARCERATION is hereby  
21 STAYED pending future compliance with the Order to pay \$150.00. If the  
22 Plaintiff fails to pay \$150.00 to the Defendant by the due date in any given  
23 month, then she may submit an Affidavit stating she has not received that  
24 amount and a Warrant shall be issued for Plaintiff's arrest. BAIL would be set  
25 at two thousand dollars (\$2,000.00) which is to be released to Defendant.

26  
27 <sup>40</sup> See *Schedule of Arrears* filed contemporaneously with this *Opposition and Countermotion*.



1 Catherine *did* file the required Affidavits for some of the late payments, but for  
2 reasons unknown to her (she was representing herself) this did not result in a warrant  
3 or punishment to Jesus by the Court, as the *Order* indicated.<sup>41</sup>

4 Jesus has *continued* to violate this order and make his payments late, and a  
5 Declaration (satisfying the affidavit requirement) is attached signed by Catherine  
6 under penalty of perjury. Specifically out of the last four years, Jesus has only made  
7 12 on-time payments.<sup>42</sup> Accordingly, Catherine requests the Court honor the April  
8 20,2015 order as it relates to Jesus' ordered contempt and jail-time, along with any  
9 other sanctions assessed against Jesus.

#### 10 11 4. UNLV Cooperative Parenting Course

12 As outlined in detail above, Jesus is in contempt of *four different orders*  
13 requiring him to attend the UNLV Cooperative Parenting Course. This is also  
14 detailed in the *Declaration of Catherine Delao* attached. Fees, costs, and sanctions  
15 should be assessed against Jesus.

#### 16 17 5. Contempt Relating to Life Insurance

18 Jesus was ordered to carry a life insurance policy on Catherine pursuant to the  
19 *Decree of Divorce*, but to date has never provided proof of the life insurance policy.  
20 The *Decree of Divorce* states in relevant part:<sup>43</sup>

21 Plaintiff has agreed to obtain a life insurance policy with the Defendant as the  
22 beneficiary. Defendant shall have ownership of the Plaintiff's life insurance

23  
24 <sup>41</sup> See Affidavits filed September 28, 2015, December 1, 2015, January 6, 2016, March 28,  
25 2016, April 27, 2016, and May 27, 2016.

26 <sup>42</sup> See Exhibit J, schedule of payments and the date the payments were made.

27 <sup>43</sup> See Decree of Divorce, page 14, lines 1-11.

1 policy with the Plaintiff being responsible for the annual, quarterly, or monthly  
2 premiums, whichever applies. The Court retains jurisdiction over this issue.<sup>44</sup>

3 To Catherine's knowledge, Jesus has never obtained a life insurance policy, nor  
4 has he paid on one, so Jesus is in contempt of the *Decree* relating to the life insurance  
5 policy, and should be ordered to show cause why he is not in contempt of this  
6 provision.

7  
8 **B. Jesus' PERS Needs to be Divided**

9 In the *Decree of Divorce*, Catherine was awarded her time rule share of Jesus'  
10 PERS, and the parties were to divide the costs of a QDRO. This did not occur, and  
11 Catherine has not received her share of Jesus' PERS as contemplated by the *Decree*,  
12 which states in relevant part:<sup>45</sup>

13 the PERS benefits shall be divided pursuant to *Gemma and Fondi*. Mike Levy  
14 shall prepare the QDRO, with the parties equally sharing in the cost of the  
15 QDRO and with each party to pay his/her one-half share prior to the  
16 preparation of the QDRO as required by Mr. Levy.<sup>46</sup> The trial date of May 18,  
17 2012, shall be used as the line of demarcation.

18 Catherine requests the Court require Jesus to pay one-half of the costs for the  
19 preparation of the QDRO, cooperate in having the QDRO entered with the Court once  
20 it has been pre-approved by PERS, and pay back any arrears to Catherine with regard  
21 to her share of his pension that he has unlawfully retained since his retirement in or  
22 around 2013.

23  
24 **C. Jesus should be Assessed Attorney's Fees and Sanctions**

25 <sup>44</sup> *Id.*

26 <sup>45</sup> *See Decree of Divorce*, page 14, lines 3-9.

27 <sup>46</sup> *Id.*

1 Catherine's full attorney's fees should be awarded under multiple theories, but  
2 primarily due to Jesus' contempt of the court's order under NRS 22.100, which  
3 states

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

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

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

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

12 NRS 22.100 also provides for a \$500 fine for each incident of contempt, and  
13 jail time not exceeding 25 days. Judge Duckworth has already made his order  
14 relating to jail time, which needs to be enforced, but further attorney's fees and  
15 sanctions should be assessed for Jesus' contempt.

16 With specific reference to Family Law matters, the Court has adopted  
17 "well-known basic elements," which in addition to hourly time schedules kept by the  
18 attorney, are to be considered in determining the reasonable value of an attorney's  
19 services qualities, commonly referred to as the *Brunzell*<sup>47</sup> factors:

20 1. *The Qualities of the Advocate*: his ability, his training, education,  
21 experience, professional standing and skill.

22 2. *The Character of the Work to Be Done*: its difficulty, its intricacy,  
23 its importance, time and skill required, the responsibility imposed and the prominence  
24 and character of the parties where they affect the importance of the litigation.

25  
26  
27 <sup>47</sup> *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

1           3.     *The Work Actually Performed by the Lawyer:* the skill, time and  
2 attention given to the work.

3           4.     *The Result:* whether the attorney was successful and what benefits  
4 were derived.

5           Each of these factors should be given consideration, and no one element should  
6 predominate or be given undue weight.<sup>48</sup> Additional guidance is provided by  
7 reviewing the “attorney’s fees” cases most often cited in Family Law.<sup>49</sup>

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

11           First, respectfully, we suggest that the supervising counsel is A/V rated, a  
12 peer-reviewed and certified (and re-certified) Fellow of the American Academy of  
13 Matrimonial Lawyers, and a Certified Specialist in Family Law. Lorien K. Cole, the  
14 attorney who drafted the *Motion*, is a Certified Specialist in Family Law that has  
15 practiced family law for over nine years.

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

20           The fees charged by paralegal staff are reasonable, and compensable, as well.  
21 The tasks performed by staff in this case were precisely those that were “some of the  
22 work that the attorney would have to do anyway [performed] at substantially less cost  
23

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24           <sup>48</sup> *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005).

25           <sup>49</sup> Discretionary Awards: Awards of fees are neither automatic nor compulsory, but within  
26 the sound discretion of the Court, and evidence must support the request. *Fletcher v.*  
27 *Fletcher*, 89 Nev. 540, 516 P.2d 103 (1973); *Levy v. Levy*, 96 Nev. 902, 620 P.2d 860  
28 (1980); *Hybarger v. Hybarger*, 103 Nev. 255, 737 P.2d 889 (1987).

1 per hour.”<sup>50</sup> As the Nevada Supreme Court reasoned, “the use of paralegals and other  
2 nonattorney staff reduces litigation costs, so long as they are billed at a lower rate,”  
3 so “reasonable attorney’s fees . . . includes charges for persons such as paralegals and  
4 law clerks.”

5 The work actually performed will be provided to the Court upon request by  
6 way of a Memorandum of Fees and Costs (redacted as to confidential information),  
7 consistent with the requirements under *Love*.<sup>51</sup>  
8

#### 9 IV. CONCLUSION

10 For the reasons stated above, Catherine respectfully requests the Court issue the  
11 following orders:

- 12 1. Deny Jesus’ *Ex Parte Motion to Substitute Parenting Class* in its  
13 entirety.
- 14 2. Deny Jesus’ *Amended Motion for Permission to Allow the Child*  
15 *To Attend Charter School Pursuant to Arcella, Review of Child*  
16 *Support Pursuant to NRS 125B.070; to Correct/Amend Order*  
17 *filed November 12, 2019; for an Award of Fees and Costs; and*  
18 *Related Relief* in its entirety.
- 19 3. Grant Catherine’s *Countermotion* as follows:
  - 20 a. Confirm the arrears amount due to Catherine is \$7,451.64,  
21 if paid on February 6, 2020, with a daily amount accruing  
22 of \$0.80.

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25 <sup>50</sup> *LVMPD v. Yeghiazarian*, 129 Nev. 760, 312 P.3d 503 (2013) citing to *Missouri v. Jenkins*,  
26 491 U.S. 274 (1989).

27 <sup>51</sup> *Love v. Love*, 114 Nev. 572, 959 P.2d 523 (1998).

- 1 b. Order Jesus to 20 days of incarceration and a bail of \$2,000  
2 payable to Catherine pursuant to the *Order After Show*  
3 *Cause Hearing From March 18, 2015* dated April 20,  
4 2015.
- 5 c. Issue an *Order to Show Cause* against Jesus for:  
6 (1) The late \$150 payments in violation of the *Order*  
7 *After Show Cause Hearing From March 18, 2015*  
8 dated April 20, 2015.  
9 (2) Failing to carry and pay for a life insurance policy  
10 pursuant to the *Decree of Divorce*.  
11 (3) Failing to take the UNLV Cooperative Parenting  
12 Course.
- 13 d. Order Jesus to cooperate to process and pay for 50% of a  
14 PERS QDRO.
- 15 e. Establish Jesus' arrears relating to his non-payment of  
16 Catherine's share of his PERS pension.
- 17 f. Award Catherine her full attorney's fees and costs as a  
18 punishment for contempt.
- 19 g. Sanction Jesus \$500 per incident of contempt, in addition  
20 to any other sanctions the Court deems appropriate.  
21  
22  
23  
24  
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27  
28

1                   4.     For such other and further relief as this Court deems appropriate.  
2     DATED this 28 day of January, 2020

3                                   Respectfully Submitted By:  
4                                   WILLICK LAW GROUP

5                                     
6                                   MARSHAL S. WILLICK, ESQ.  
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## DECLARATION OF CATHERINE DELAO

1. I, 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.
4. Jesus and I have a minor child, Luis Jesus Arevalo, born August 28, 2009, and were divorced by entry of the *Order from Divorce Trial of May 18, 2012, and Decree of Divorce from Decision of May 22, 2012 and Subsequent Hearing on October 30, 2012, ("Decree of Divorce")*, on February 26, 2013. The divorce granted me the following in relevant part:
  - a. Spousal support in the amount of \$1,500 per month for a period of three months commencing in June, 2012; thereafter, spousal support of \$500 per month for a period of nine months.
  - b. \$5,000, which represented my half of the proceeds of the sale of a Chevrolet Impala, to be paid at \$500 per month after the term of spousal support ends, or commencing July, 2013.
  - c. Various personal property.
  - d. My marital share of Jesus' PERS, divided pursuant to the time rule, with us equally sharing the cost of the QDRO.



- 1 e. \$2,833, representing one-half of Jesus' unpaid vacation and sick leave,  
2 to be paid once the term of spousal support expires and the Chevrolet  
3 Impala debt is paid off, at \$500 per month.
- 4 f. \$10,500 for my share of attorney's fees, to be paid by Jesus at \$100 per  
5 month following the final monthly payment for the monthly payments  
6 listed in the above subsections. The *Decree of Divorce* granted us the  
7 following custodial orders in relevant part:
- 8 g. Joint legal and physical custody of Luis, with Jesus having Wednesday  
9 at 8:00 a.m. to Saturday at 2:00 p.m., and me having Saturday at 2:00  
10 p.m. to Wednesday at 8: a.m., and alternating holidays.
- 11 h. Child support of \$650 per month, paid in two monthly installments on  
12 the first and fifteenth of each month.
- 13 i. Alternating claiming Luis for tax purposes every other year, with me  
14 having the odd-numbered tax years.
- 15 5. Jesus did not make the spousal support payments as ordered in the *Decree of*  
16 *Divorce*, so on June 13, 2013, I filed a *Motion for a Change in Custody; to*  
17 *Enforce the Decree of Divorce; to Hold Plaintiff in Contempt; and for*  
18 *Attorney's Fees and Costs*, and on June 14, 2013, filed a *Schedule of Arrears*  
19 indicating that Jesus owed a total amount of \$6,388.89 as of the date of filing.
- 20 6. On August 29, 2013, Jesus filed a chapter 7 bankruptcy case in case number  
21 13-17455-mkn in the US Bankruptcy Court, District of Nevada
- 22 7. On September 18, 2013, the Court held a hearing on my *Motion*, and ordered  
23 in relevant part that:
- 24 a. Both parties are to attend the UNLV Cooperative Parenting Class, with  
25 Jesus being ordered to attend the "next available Tuesday session,"  
26  
27  
28

- 1 which the Court noted began in October 1, 2013, and Catherine to attend  
2 the "next available Saturday session."
- 3 b. Arrears, which included interest as of the date of the hearing, totaled  
4 \$7,983.41, and that amount was reduced to judgment and included part  
5 of the Chevrolet Impala payments (a total of \$2,000 in Impala payments  
6 had accrued by the date of the hearing – June, July, August, and  
7 September).
- 8 c. The remaining Impala payments were still due and owing (\$3,000  
9 remaining, to be paid at \$500 per month starting October 2013, per the  
10 *Decree of Divorce*).
- 11 d. Attorney's fees were deferred to the *Order to Show Cause* hearing, to be  
12 held on October 21, 2013.<sup>52</sup>
- 13 8. On October 21, 2013, we attended the *Order to Show Cause* hearing, after  
14 which the Court ordered in relevant part:
- 15 a. Jesus was sanctioned \$1,800, which was reduced to judgment in my  
16 favor.
- 17 b. I was awarded \$750 in attorney's fees related to the contempt issues.
- 18 9. I began taking the UNLV course in 2013 to comply with the court's September  
19 2013 orders. At the time, I also was struggling financially, and was planning  
20 my wedding to my current husband, Steven Delao. I ended up using some of  
21 her wedding money to pay for the class, and paid gas money to get to class, and  
22 even missed some work to attend.
- 23 10. On January 7, 2014, there was a court hearing on a motion filed by Jesus  
24 (*Motion to Modify Child Support*), and at that hearing, the Court ordered in  
25 relevant part:

26  
27 <sup>52</sup> *Id.*

- 1 a. Jesus' *Motion* was denied.
- 2 b. I was awarded \$500 in attorney's fees, which was reduced to judgment.
- 3 11. On January 24, 2014, Jesus was granted a discharge in his Chapter 7
- 4 bankruptcy case.
- 5 12. On February 26, 2014, we attended court on Jesus' *Motion to Review and*
- 6 *Reduced child support et al* filed on November 15, 2013, and at that hearing,
- 7 the Court ordered in relevant part:
- 8 a. Effective February, 2014, child support is set to zero.
- 9 b. Jesus is to sign up and complete the UNLV cooperative Parenting
- 10 Course.
- 11 c. All outstanding judgments related to attorney's fees, child support
- 12 arrears, and prior sanctions shall be paid by Jesus at the rate of \$150 per
- 13 month, payable by the 20<sup>th</sup> day of each month, and continuing until all
- 14 the judgments have been paid in full.
- 15 13. On March 22, 2014, I missed the last day of my UNLV course because it was
- 16 on my wedding day, but I spoke to the instructor, Margaret Pickard, and
- 17 worked out an agreement to make up the missed class. Ms. Pickard also
- 18 invited my new husband, Steven, to attend the next session of the missed class,
- 19 and after he attended, he was so impressed with her teachings, he enrolled
- 20 himself in the following session. Therefore, Steven also attended and
- 21 completed the class without even being ordered to.
- 22 14. Jesus still did not make the payments as ordered, and on December 22, 2014,
- 23 I filed a *Schedule of Arrears* showing Jesus owed a total of \$42,707.86 in
- 24 outstanding non-child support payments/arrears due, and a second *Schedule of*
- 25 *Arrears* showing that Jesus owed a total of \$3,575 in child support arrears.
- 26
- 27
- 28

1 This was filed *pro per*, so it is unclear whether it included the interest and  
2 penalties.

3 15. On March 24, 2014, I filed the *Notice of Seminar Completion EDCR 5.07-*  
4 *Family*, attaching my completion of the UNLV Cooperative Parenting Course.

5 On March 18, 2014, the Court held an *Order to Show Cause* hearing, and  
6 ordered in relevant part:

7 a. The Court did not make a finding of contempt on the issue of Jesus'  
8 failure to take the UNLV Cooperative Parenting Class, as the  
9 appropriate affidavit was not filed by me. However, the order to attend  
10 the UNLV Cooperative Parenting Class remained in effect.

11 b. The Court found that Jesus was in contempt of the court's orders  
12 pursuant to my *Schedules of Arrears*, and ordered he serve 20 days in  
13 jail, stayed pending future compliance with the order to pay \$150 per  
14 month payments on his arrears due by the 25<sup>th</sup> of each month until paid  
15 in full upon an affidavit filed by me.

16 c. The Court noted that Jesus provided a check in open court of \$250, that  
17 \$150 should be applied toward his March, 2014 payment, and the  
18 remaining \$100 toward his arrears.

19 d. The Court also ordered that Jesus provide a schedule of everything that  
20 was discharged in bankruptcy by March 30, 2015, and the court would  
21 issue a judgement as to what amount was owed by the Defendant.

22 16. On June 26, 2015, after reviewing the schedule that Jesus provided outlining  
23 everything that he discharged in bankruptcy, the Court issued an order  
24 clarifying the judgment against Jesus, stating in relevant part:

- 1 a. The following debts (\$9,760.97) should be reduced to judgment in  
2 Catherine's favor less a \$375 payment made (total of \$9,385.97),  
3 payable at \$150 per month until paid in full:  
4 b. \$472.50 for my one-half interest in the parties' 2011 Federal Income  
5 Tax Refund.  
6 c. \$5,863.47 for alimony arrears.  
7 d. \$500 in sanctions for Jesus failing to appear at the January 7, 2014  
8 hearing.  
9 e. \$2,925 for child support arrears.  
10 f. I am entitled to interest at the legal rate from the date each amount was  
11 due.
- 12 17. Jesus did not make the \$150 payments on time. I *did* file the required  
13 Affidavits for some of the late payments, but for reasons unknown to me (I was  
14 representing myself) this did not result in a warrant or punishment to Jesus by  
15 the Court, as the *Order* indicated it would.
- 16 18. Jesus has *continued* to violate this order and make his payments late.  
17 Specifically out of the last four years, Jesus has only made 12 on-time  
18 payments, which I have outlined in Exhibit J, a list of when I received the  
19 payment vs. when it was due.
- 20 19. Accordingly, I request the Court honor the April 20, 2015 order as it relates to  
21 Jesus' ordered contempt and jail-time, along with any other sanctions assessed  
22 against Jesus.
- 23 20. On October 9, 2019 we attended court in Jesus' *Motion to Address Parenting*  
24 *Issues, et al*, and the Court made the following relevant findings/orders:  
25 a. Jesus failed to complete the UNLV Cooperative Parenting Course, and  
26 Catherine could file an *Order to Show Cause* for his contempt.



- 1 and forced me to repay them \$1,420 for Jesus' actions, while Jesus kept the  
2 \$1,420 tax credit.
- 3 26. Claiming Luis on Affordable Care Act insurance, and receiving a tax credit, is  
4 a violation of the Court's order because *only* I has the right to claim Luis for  
5 anything tax-related in the odd-numbered years. Jesus' actions directly  
6 resulted in me paying \$1,420 to the IRS for credits Jesus received in violation  
7 of the order.
- 8 27. I request the Court award me \$1,420, plus interest, as a sanction to Jesus for  
9 his contempt. If the court does not hold him in contempt, I will be harmed  
10 financially by his violation.
- 11 28. Jesus is in violation of the *Order after Show Cause Hearing* from March 18,  
12 2015 because he has failed to make the \$150 payments by the 25 on most  
13 months. For the past 4 years, he has only made 12 payments on time as shown  
14 on the spreadsheet I created that is submitted as an exhibit to this  
15 *Countermotion*. I suffered harm by not knowing when the payments would be  
16 made, and Jesus should be punished as a deterrent and for his contempt.
- 17 29. As outlined in detail above, Jesus is in contempt of *four different orders*  
18 requiring him to attend the UNLV Cooperative Parenting Course. Fees, costs,  
19 and sanctions should be assessed against Jesus. The original order was the  
20 *Order After Hearing from September 18, 2013*, on page 2, lines 20-23. He has  
21 never taken the class. I, on the other hand, took the class, had to pay for it  
22 when money was tight, and even missed some work for it. Jesus needs the  
23 class to help him co-parent, and if he is not held in contempt for his failure to  
24 take the class, it would likely allow him to feel that he has free reign to violate  
25 other court orders. Contempt is the equitable result because he is in violation  
26 of the orders.
- 27  
28

1 30. Jesus was ordered to carry a life insurance policy on me pursuant to the *Decree*  
2 *of Divorce*, page 14, lines 1-11, but to date has never provided proof of the life  
3 insurance policy. To my knowledge, Jesus has never obtained a life insurance  
4 policy, nor has he paid on one, so Jesus is in contempt of the *Decree* relating  
5 to the life insurance policy, and should be ordered to show cause why he is not  
6 in contempt of this provision. If Jesus is not held in contempt, it is likely he  
7 will never get the life insurance policy, which would financially harm me if he  
8 does predecease me.

9 31. In the *Decree of Divorce*, I was awarded my time rule share of Jesus' PERS,  
10 and we were to divide the costs of a QDRO. This did not occur, and I have not  
11 received my share of Jesus' PERS as contemplated by the Decree.

12 \*\*\*\*\*

13  
14 \*\*\*\*\*

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1 32. I request the Court require Jesus to pay one-half of the costs for the preparation  
2 of the QDRO, cooperate in having the QDRO entered with the Court once it  
3 has been pre-approved by PERS, and pay back any arrears to me with regard  
4 to my share of his pension that he has unlawfully retained since his retirement  
5 in or around 2013.

6 33. My full attorney's fees should be awarded under multiple theories, but  
7 primarily due to Jesus' contempt of the court's order under NRS 22.100.

8 I declare under penalty of perjury under the laws of the State of Nevada (NRS  
9 53.045 and 28 U.S.C. § 1746), that the foregoing is true and correct.

10 EXECUTED this 28 day of January, 2020.

11  
12   
13 CATHERINE DELAO

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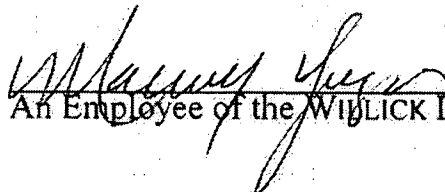
## CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW GROUP and that on this 24<sup>th</sup> day of January, 2020, I caused the above and foregoing document to be served as follows:

- ☒ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system.
- ☒ By placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada.
- ☐ Pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means.
- ☐ By hand delivery with signed Receipt of Copy.
- ☐ By First Class, Certified U.S. Mail.
- ☐ By Process Server

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

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

  
An Employee of the WILICK LAW GROUP

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MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

JESUS LUIS AREVALO,  
Plaintiff/Petitioner

-v.-

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

Case No. D-11-448514-D

Department E

**MOTION/OPPOSITION  
FEE INFORMATION SHEET**

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

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

- ☐ \$25 The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.  
-Or-  
☒ \$0 The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:  
☒ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.  
☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.  
☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on \_\_\_\_\_  
☐ Other Excluded Motion (must specify) \_\_\_\_\_

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

- ☒ \$0 The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:  
☒ The Motion/Opposition is being filed in a case that was not initiated by joint petition.  
☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.  
-Or-  
☐ \$129 The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.  
-Or-  
☐ \$57 The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

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

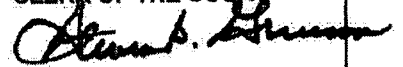
The total filing fee for the motion/opposition I am filing with this form is:  
☒ \$0 ☐ \$25 ☐ \$57 ☐ \$82 ☐ \$129 ☐ \$154

Party filing Motion/Opposition: Willick Law Group

Date: 1/29/20

Signature of Party or Preparer: \_\_\_\_\_

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**EXBTS**  
WILICK LAW GROUP  
MARSHAL S. WILICK, ESQ.  
Nevada Bar No. 002515  
3591 E. Bonanza Road, Suite 200  
Las Vegas, NV 89110-2101  
Phone (702) 438-4100; Fax (702) 438-5311  
email@willicklawgroup.com  
Attorney for Defendant

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

JESUS LUIS AREVALO,  
Plaintiff,

vs.

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

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

DATE OF HEARING:  
TIME OF HEARING:

**EXHIBITS TO  
DEFENDANT'S OPPOSITION TO  
"MOTION FOR PERMISSION TO ALLOW THE CHILD TO  
ATTEND CHARTER SCHOOL PURSUANT TO ARCELLA; REVIEW  
OF CHILD SUPPORT PURSUANT TO NRS 125B.070; TO  
CORRECT/AMEND ORDER FILED 11/12/19; FOR AWARD OF FEES  
AND COSTS; AND RELATED RELIEF; EX PARTE MOTION TO  
SUBSTITUTE PARENTING CLASS" AND COUNTERMOTION FOR  
ORDER TO SHOW CAUSE AND ATTORNEY'S FEES AND COSTS**

Defendant, Catherine Delao, by and through her attorneys, the WILICK LAW GROUP, submits the attached documents as Exhibits to *Defendant's Opposition to "Motion for Permission to Allow the Child to Attend Charter School Pursuant to Arcella; Review of Child Support Pursuant to NRS 125B.070; to Correct/ Amend*

1 *Order filed 11/12/19; for Award of Fees and Costs; and Related Relief”; Ex Parte*  
2 *Motion to Substitute Parenting Class; and Countermotion for Order to Show Cause*  
3 *and Attorney’s Fees and Costs, filed January 17, 2020.*

4 Exhibit A. Proof of completion of the UNLV course by Steven Delao.  
5 Bates Nos. 000001CD

6 Exhibit B. Facebook message from Vinnie Botz, and the profile for Vinnie  
7 Botz showing it is Jesus Arevalo.  
8 Bates Nos. 000002CD-000006CD

9 Exhibit C. Veterans in Politics article from October 24, 2019 about Jesus  
10 Arevalo’s attempt to sabotage Margaret Pickard, the instructor of  
11 the UNLV course.  
12 Bates Nos. 000008CD

13 Exhibit D. Las Vegas Review Journal article re: Jesus receiving \$1,000,000  
14 in tax payer income despite being terminated from the Metro  
15 Police Department. *Disability*  
16 Bates Nos. 000009CD-000018CD

17 Exhibit E. “Exhibit F” to Catherine’s previous opposition that outlines the  
18 modification to the custodial schedule (also attached to the order  
19 filed November 12, 2019.)  
20 Bates Nos. 000019CD-000021CD

21 Exhibit F. Minutes from the October 9, 2019 hearing.  
22 Bates Nos. 000022CD-000023CD

23 Exhibit G. Letter from Somerset Academy re: their ratings.  
24 Bates Nos. 000024CD

25 Exhibit H. Our Family Wizard messages between the parties on October 25,  
26 2019.  
27 Bates Nos. 000025CD-000026CD  
28

1 Exhibit I. IRS notices and proof that Steven Delao had to pay the \$1,421 tax  
2 payment.

3 Bates Nos. 000027CD-000047CD

4 Exhibit J. Schedule of payments and the date the payments were made.

5 Bates Nos. 000048CD-000049CD

6  
7 DATED this 28 day of January, 2020.

8 Respectfully Submitted By:  
9 WILLICK LAW GROUP

10  
11 MARSHAL S. WILLICK, ESQ.  
12 Nevada Bar No. 2515  
13 3591 East Bonanza Road, Suite 200  
14 Las Vegas, Nevada 89110-2101  
15 (702) 438-4100  
16 Attorney for Defendant  
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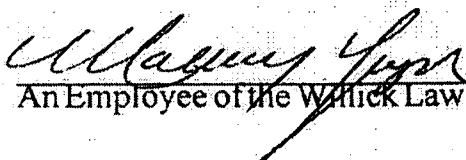
## CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the Willick Law Group and that on this 29<sup>th</sup> day of January, 2020, I caused the above and foregoing document entitled to be served as follows:

- ☒ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;
- ☒ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;
- ☐ pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means;
- ☐ by hand delivery with signed Receipt of Copy.
- ☐ by First Class, Certified U.S. Mail.

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

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

  
An Employee of the Willick Law Group

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**EXHIBIT “A”**

**EXHIBIT “A”**

**EXHIBIT “A”**





# CONTINUING EDUCATION

DIVISION OF EDUCATIONAL OUTREACH

November 8, 2014

Judge Bryce Duckworth  
Family Court Division, Department Q  
Family Courthouse  
601 N. Pecos  
Las Vegas, Nevada 89155

Re: Steven Delao  
*Catherine Marie Arevalo, Plaintiff, vs. Jesus Luis Arevalo, Defendant.*  
Case No. D-11-448514-D

Dear Judge Duckworth,

This letter is to confirm that the following individual has completed the UNLV Cooperative Parenting Program, offered through the UNLV Division of Educational Outreach:

*Steven Delao*

Please do not hesitate to contact me if you need additional information. Thank you for your referral to this program.

Sincerely,

Margaret E. Pickard, J.D.  
Program Facilitator  
702.373.1566  
[margaretpickard@aol.com](mailto:margaretpickard@aol.com)

page 1 of 2  
000001CD

**EXHIBIT “B”**

**EXHIBIT “B”**

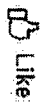
**EXHIBIT “B”**



Vinni Botz ▸ WAR declared on Clark County Nevada Family Court System

December 23 at 12:57 PM · 🌐

What negative info can everyone give me on Judge Hoskins and the Willick Law Group. What do I need to know? Thank you.



Like



Comment



Share

Write a comment...

Press Enter to post



000002CD



Timeline About Friends Photos More ▾

DO YOU KNOW VINNI?

If you know Vinni, send him a message.

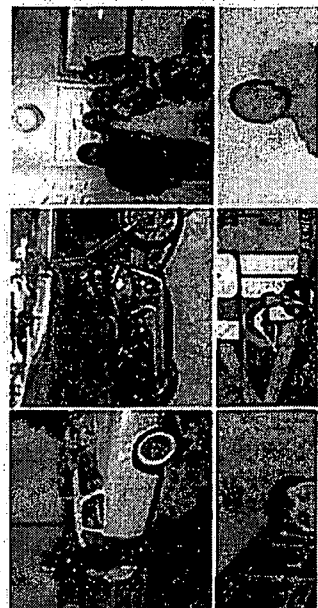
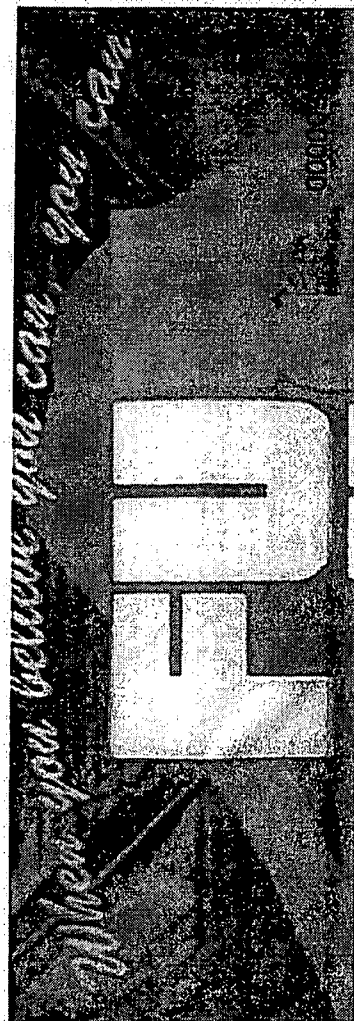
3 Intro

Married



Vinni Botz updated his cover photo.

November 22 · 🌐



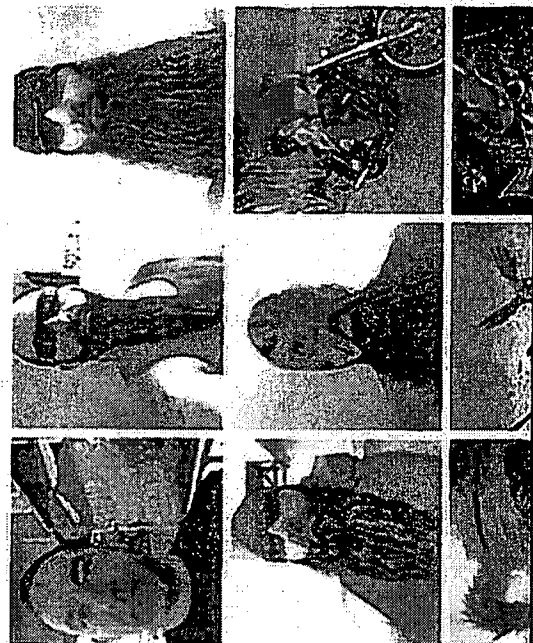


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Married



Photos

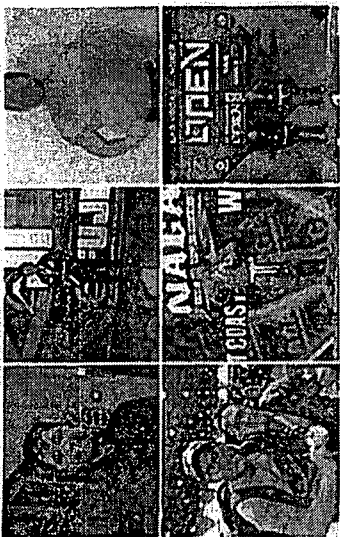


Share

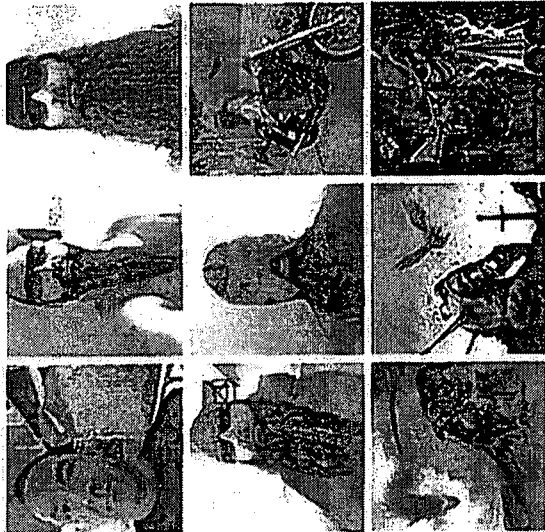
Vinni Botz updated his cover photo  
October 7







Photos



Friends

English (US) Español Português (Brasil) Français (France) Deutsch

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22

5 Comments

Share

Vinni Botz Ugly picture of daddy but Avi is so darling!

11w

Linda Nicholson-Arevalo Daddy looks good, you look happy and Avi is a doll

11w

Vinni Botz Linda Nicholson-Arevalo always happy when I'm with Avi. I'm the parent that has been raising her.

11w

Linda Nicholson-Arevalo Vinni Botz yep

000006CD

**EXHIBIT “C”**

**EXHIBIT “C”**

**EXHIBIT “C”**



# Ex LVMPD Officer drops a bombshell on Family Court Juvenile Hearing Master

OCT 24, 2019POLITICS



FacebookTwitterLinkedInEmailCopy  
LinkShare

Clark County Nevada  
October 24, 2019

Jesus Arevalo former Las Vegas Metropolitan Police Officer who was terminated for the shooting death of unarmed Gulf War Veteran Stanley Gibson in 2011 contacts Steve Sanson President of Veterans In Politics International with an explosive voicemail message against Clark County Family Court Juvenile Hearing Master Margaret Pickard.

Steve Sanson

We were compelled to return his call, Arevalo discussed Pickard forcing parents to take co-parenting class with no sliding scale especially parents who are indigent and in addition Pickard being investigated for a porn site, Arevalo added that Pickard and her husband who is Republican State Senator Keith Pickard allegedly partners with the owner of the porn site.

Arevalo gave us permission to use his voicemail: (Listen to voicemail here: <https://soundcloud.com/steve-sanson-552570644/ex-lvmpd-officer-drops-a-bombshell-on-family-court-hearing-master>).

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We have received numerous tips against many candidates that will attempt to become a judge in 2020. We are attempting to rid ourselves of corruption on the bench.

We must pay attention to all District Court Judge's and Hearing Masters; all 52 Clark County District Court seats will be up for re-election and 6 newly added seats in January 2020.

We should also pay attention to Retired Judges who seek the appointment to the Senior Judge Program, it's not automatic.

These judges will start campaigning this year and Hearing Masters would more than likely seek the position of judgeship.

Judicial candidates will start placing their names on the ballot in January 2020.

If you have any information that would help us in our endorsement process please contact Veterans In Politics at [vipipresident@cs.com](mailto:vipipresident@cs.com) or 702 283 8088.

**EXHIBIT “D”**

**EXHIBIT “D”**

**EXHIBIT “D”**

# Fired for killing Gulf War vet, former Metro cop Jesus Arevalo still gets disability pay



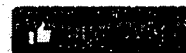
Las Vegas police Undersheriff Jim Dixon answers questions regarding the termination of former officer Jesus Arevalo during a news conference at police headquarters at the corner of Martin Luther King Boulevard and Alta Drive Thursday, Oct. 17, 2013. (K.M. Cannon/Las Vegas Review-Journal)

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?

"It was stress-related," Arevalo said last week.

The medical retirement allows Arevalo, 36, to collect benefits equaling about 31 percent of his annual pay while on the force. PERS would not release specific numbers, saying they aren't a public record. Arevalo declined to disclose his earnings.

But the Review-Journal estimates Arevalo, whose annual pay averaged \$90,275 in his last three years with the department, will get \$23,000 to \$28,000 per year, with periodic cost-of-living increases, depending on how PERS calculated his retirement benefits. That's at least \$1 million over 40 years.

Benefits are based on the employee's highest consecutive 36 months of pay, but it's unclear whether PERS used Arevalo's base pay — \$76,000 in 2012 — or his total pay, including overtime.

Arevalo said he didn't consider a medical retirement until it was clear the Metropolitan Police Department was strongly considering his termination in the wake of

Gibson's controversial death on Dec. 12, 2011. Arevalo fired his AR-15 rifle into Gibson's barricaded car after mistaking another officer's beanbag-shotgun blast as gunfire from Gibson's car.

Gibson, a Gulf War veteran suffering from delusions and post-traumatic stress, was hit four times and died at the scene. His wife later received a \$1.5 million settlement from the department.

The department's internal Use of Force Board recommended Arevalo's firing in May. Arevalo said he suspected the deck was stacked against him.

"I did (want to stay) at one point," he said. "But when it came down to the end, you know what, it was disheartening. When I took my oath of office I believed in it. You believe in the system. You have to believe the system is going to work."

A disability retirement was a fail-safe.

"When you're gonna (expletive) lose everything, and there are medical issues stress-wise, and a lot of people are saying, 'Hey, it's not worth it. You need to work on you,' toward the end, it was just too much," he said.

Arevalo submitted his disability retirement paperwork to the department on July 9, almost 19 months after the shooting.

The department submitted Arevalo's final packet —

which included a report from his employer, his immediate supervisor and personal physician — to PERS on Sept. 3. The agency's doctor, G. Bruce Nickles, approved the application.

On Sept. 18, PERS retirement board members, who are appointed by the governor, unanimously approved Arevalo's permanent and total disability.

One of the board members who voted for Arevalo's retirement was Chris Collins, executive director of the Las Vegas Police Protective Association — Arevalo's union.

Collins said he didn't abstain from voting because he didn't have a personal relationship with Arevalo. He said he knew the details of the Gibson shooting, but union lawyer David Roger and others in the organization worked closest with Arevalo on his defense.

"We didn't hang out together," he said. "I thought I could be objective."

Two weeks after Arevalo's disability was approved, the department's pre-termination board heard Arevalo's case. They agreed Arevalo should be fired.

Clark County Sheriff Doug Gillespie fired Arevalo on Oct. 15, although the officer's medical retirement wasn't noted in the news release. By the time Arevalo left the department as the first officer ever fired for an on-duty shooting, he'd been on paid suspension for 22 months,

collecting more than \$183,000 — including about \$9,000 for a graveyard shift differential.

The firing came about a month too late for the department. Had Gillespie fired Arevalo before the Sept. 18 PERS vote, the officer wouldn't have been eligible for medical retirement.

Arevalo was satisfied with the disability retirement and didn't appeal his firing, even though he believes an arbitrator would have reinstated him. Gillespie's touting of his firing was just window dressing to improve the department's image, he said.

"He didn't fire me," Arevalo said. "I retired."

Technically, both Gillespie and Arevalo were correct. Arevalo's personnel file says the officer was terminated with cause. He's not eligible to carry a retirement badge, nor does he have the privilege to carry a concealed weapon in all 50 states, which is typically granted to retired cops.

But PERS is a separate entity from the department, which has no control over the agency's decisions, Undersheriff Jim Dixon said.

"There's no way for the sheriff or I to really know what the medical issue is," Dixon said. "If (an officer) files for medical retirement, and has a doctor assisting him through this, and the PERS board and (PERS) doctor reviews and agrees with the decision, it's outside of the



purview of the sheriff and myself.”

Lynette Jones, PERS' director of member and retiree services, said the retirement board almost always approves medical disabilities. Applications are reviewed by two doctors and most rejections happen much earlier in the process, before the board's involvement, she said.

Jones said she couldn't recall any Las Vegas police officer who was denied medical retirement by the board in the past decade.

“The board won't even hear their request if we can't provide enough information to make a positive recommendation,” she said.

Collins agreed that it's rare for the board to reject a doctor-approved application.

“We're all professional people on the board, but we're certainly not medical experts,” Collins said. “To vote no, you'd have to have some specific reason,” he said.

Collins said he reviewed the doctors' notes on Arevalo and the treatment the officer received. Arevalo wasn't trying to avoid being fired, he said, and the medical retirement was legitimate.

“I don't think he ran from discipline,” Collins said.

“Both letters from doctors were saying that this is a gentleman who, from the events in his life, put him in the predicament that he probably shouldn't be a

policeman anymore. It made perfect sense to me.”

Collins said he understands why people might be skeptical, as Arevalo asked for medical retirement only after the department began seeking his firing.

Realization that the department wanted him out might have been too much stress for Arevalo to bear, Collins said.

“Maybe that was the straw that broke the camel’s back. I don’t know,” Collins said. “Whatever it was that finally pushed him over, his doctor didn’t believe he could have worked as a police officer again.”

It isn’t uncommon for officers facing discipline to retire.

Former police Lt. Paul Page left the department in 2010 after being accused of embezzling funds from the Las Vegas Metropolitan Police Managers and Supervisors Association, the union he headed.

Page, an 18-year veteran, was granted a medical retirement by the PERS retirement board and left the department before an internal investigation was finished. He had previously served on the board that approved his retirement. He paid back some of the money, and the union’s board voted not to file a criminal complaint.

Police Capt. David O’Leary, who arranged a police helicopter ride for a rock star’s wedding proposal last

year, retired last month rather than taking a demotion.

But O'Leary had worked the 25 years required to receive a full, regular PERS retirement.

Arevalo could have taken early retirement without claiming a disability, but his benefits would have been much smaller — about half of what he receives now.

Several senior officers with knowledge of the practice said questionable medical retirements are rare, but do happen. An officer facing discipline will retire for a questionable medical reason about once a year, said one senior police official with experience in PERS.

"The whole medical retirement thing, for a lot of people, is a joke," said another officer with knowledge of department disciplinary policies.

Collins acknowledged that some medical retirements are questionable.

"I'd say 99 percent of medical retirements are legitimate. It's a small percentage (that aren't)," he said. "Maybe someone is running from discipline, or trying to pull something on the system. But it doesn't happen often. I don't believe that was the case with Jesus."

Arevalo, meanwhile, argues that the department lacked cause to fire him.

Lt. David Dockendorf, who supervised the botched plan to extract Gibson from the car, bore as much

responsibility for the shooting, Arevalo said. Dockendorf faces a demotion of two ranks, to officer; his appeal of the punishment is pending.

"Why does he only get demoted when (his plan) led to Gibson losing his life?" Arevalo asked.

Arevalo said the department's much-maligned radio system, which officials have acknowledged did not work properly that night, was also a factor in the shooting. The radio system is to be replaced.

"The department tried to paint me as an out-of-control cop, a rogue cop," Arevalo said. "It's all Gillespie. He wanted to take heat off a \$42 million radio system that failed that night. He wanted to take heat off his lieutenant."

While ruled 100 percent disabled by PERS, Arevalo is still allowed to work and receive his disability benefits. He said he doesn't plan to return to policing — any job he takes will be scrutinized by the PERS board.

"I don't know what I'm going to do. De-stress, get the last two years out of my head and out of my heart and try to get better," he said.

Although he's done with the department, his personal struggle continues.

Arevalo was charged with harassment and disturbing the peace, both misdemeanors, stemming from a Feb. 2

incident at Canyon Ridge Church involving his ex-wife, Catherine, and her boyfriend, Steve Delao, according to court documents.

Arevalo said Gillespie pushed for the criminal charges and disputes reports that he challenged Delao to fight. His next court hearing is in February.

Despite his anger, he said he's filled with guilt over Gibson's death.

"Someone died because of what I did," Arevalo said. "As a Christian, I have to live with that the rest of my life. That should have never happened.

"But the department, they came at me and put a target on my back," he said. "Every time I turned around there was another hurdle."

Staff writer Brian Haynes contributed to this report. Contact reporter Mike Blasky at [mblasky@reviewjournal.com](mailto:mblasky@reviewjournal.com) or 702-383-0283. Follow @blasky on Twitter.

**EXHIBIT “E”**

**EXHIBIT “E”**

**EXHIBIT “E”**

Holidays take precedence over vacations, vacations take precedence over regular custodial timeshare.

#### Time Share:

Jesus' custodial timeshare is from Wednesday morning after Louie's school starts or 8:00 a.m. if there is no school, to Friday before Louie gets out of school or 4:00 p.m. if there is no school. Jesus shall receive Louie on non-school days at Starbucks located on the southeast side of Decatur and N 215.

Catherine's custodial timeshare is from Monday morning after Louie's school starts or 8:00 a.m. if there is no school to dropping Louie off at school Wednesday morning or 8:00 a.m. if there is no school. Catherine shall receive Louie on non-school days at McDonald's on the corner of Lone Mountain Rd and N Decatur.

Both parents shall alternate weekends. Weekends begin on Friday when Louie gets out of school or at 4:00 p.m. if there is no school to Monday morning when the parent drops Louie off at school or 8:00 a.m. if there is no school at the respective drop off location. If the first day of the month lands on Friday or Saturday, that will be considered the first weekend of the month. If the first day of the month falls on a Sunday, that will be considered the last weekend of the month. Catherine will have the first and third weekends of every month and Jesus will have the second and fourth weekends of every month. If there is a fifth weekend in the month, Jesus shall have all fifth weekends occurring from January to June and Catherine will have all fifth weekends occurring from July to December.

#### Vacations

Within a calendar year, both parents shall be allowed to have Louie during their respective vacations, not to exceed 2 weeks, unless the extension of time is by mutual agreement of the parents. The vacation time can be taken in a one block of time consisting of two weeks, or in two blocks of time consisting of one week each. As soon as possible and no later than 30 days in advance, the parents shall discuss their individual vacation plans in writing (preferably through Our Family Wizard) in order to make arrangements to have Louie during their respective vacations. If either parent fails to give the other parent a 30 day notice, the non-vacationing parent is permitted to deny the vacationing parent's request.

- **Floating Vacation Days:** Both parents shall be entitled to 9 floating vacation days per year. Floating vacation days cannot be saved and/ or carried over to the following year. If they are not used within the calendar year, all remaining floating vacation days are forfeited. Floating vacation time rules are as follows:

EXHIBIT "F"

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- o Floating vacation days will require a minimum of a 30 days' notice by certified mail only.
- o If the request is made with less than 30 days' notice by certified mail, the other parent is permitted to deny the floating vacation time.
- o If the request is made by any form other than certified mail (i.e. text message, phone call, email, etc.) the other parent is permitted to deny the floating vacation time.
- o If both parents request the same time period for floating vacation time with a 30 days' notice by certified mail, the earlier certified mail stamp will prevail.
- o If a parent has already requested in writing (preferably through Our Family Wizard) with a minimum 30 days' notice for their regular vacation time (not floating vacation time), and the other parent submits a floating vacating request by certified mail with a minimum of 30 days' notice during that same vacation time, the parent requesting the non-floating vacation time will prevail.
- o If a parent has already requested a floating vacating day(s) by certified mail with a minimum of 30 days' notice and the other parent submits in writing (preferably through Our Family Wizard) with a minimum 30 days' notice for their regular vacation time (not floating vacation time), the parent requesting the floating vacation with the certified stamp predating the non-floating vacation time will prevail.

#### Holiday Schedule:

Holidays shall begin the day before the actual holiday when Louie gets out of school, or at 4:00 p.m. if there is no school. The holiday will end the day after the actual holiday with the parent taking Louie to school, or at 8:00 a.m. if there is no school.

Holidays are subject to an alternate schedule upon agreement in writing (preferably through Our Family Wizard) of the parties. The agreement in writing shall take precedence even if one party should change their mind.

- Louie shall reside every year with Jesus on Memorial Day and every year with Catherine on Labor Day. Memorial Day and Labor Day (three day weekends) shall begin when Louie gets out of school on Friday or at 4:00 p.m. if there is no school, and ends on Tuesday morning with the parent taking Louie to school or at 8:00 a.m. if there is no school.
- Louie shall reside every year with Jesus for Father's Day and every year with Catherine for Mother's Day. Father's Day & Mother's Day (two day weekends) shall begin Friday when Louie gets out of school or at 4:00 p.m. if there is no school and end on Monday with the parent taking Louie to school or at 8:00 a.m. if there is no school.



- Louie shall reside every year with Jesus for his birthday and every year with Catherine for her birthday. Parent's birthdays shall be considered "a holiday" and will follow the Holiday Schedule.
- Louie will spend his birthday with Jesus during even-numbered years and he will spend his birthday with Catherine on odd-numbered years. Louie's birthday shall be considered "a holiday" and will follow the Holiday Schedule.
- Jesus shall have his preference of holiday choice during odd-numbered years and Catherine shall have her preference of holiday choice during even numbered years. Louie will spend the entire holiday with one parent and the other parent can celebrate the holiday on a different day. The parent who's year it is will have a minimum of 30 days before the actual holiday to make their choice and must do so in writing (preferably through Our Family Wizard). If that parent fails to make a choice then the other parent (who's the non-year parent) will make the decision. If there is a dispute within the 30 days of the holiday, whichever parent has their request in writing in first shall be honored.
  - Easter (Spring Break) and Thanksgiving (Fall Break): Spring Break starts the week before Easter. Fall Break starts the week of Thanksgiving. Whichever parent's year it is will choose which holiday they would like to have Louie for the entire week, Easter (Spring Break) or Thanksgiving (Fall Break). Both holidays will begin on the Friday before the break begins when Louie gets out of school or at 4:00 p.m. if there is no school. The holiday will end on the Monday when Louie goes back to school or 8:00 a.m. if there is no school. The other parent will get the other holiday for the entire week.
  - Independence Day (Fourth of July) and Halloween: Whichever parent's year it is will choose which holiday they would like to have Louie for the entire day, Independence Day (Fourth of July) or Halloween. The other parent will get the other holiday for the entire day.
  - Christmas: Christmas holiday will be the two (2) weeks Louie gets out of school for his Christmas Break. Whichever parent's year it is will choose which entire week he/she would like to have Louie for his Christmas Break, the first week or the second week. The first week will begin the Friday when Louie gets out of school to start his Christmas Break or at 4:00 p.m. if there is no school through the following Sunday at 8:00 a.m. The second week will begin Sunday at 8:00 a.m. and end when Louie goes back to school on Monday or at 8 a.m. if there is no school. The other parent will get the other week for the entire week.

Done 3 of 3

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146

**EXHIBIT “F”**

**EXHIBIT “F”**

**EXHIBIT “F”**

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Location : Family Courts [Images](#) [Help](#)

## REGISTER OF ACTIONS

CASE No. D-11-448514-D

Jesus Luis Arevalo, Plaintiff vs. Catherine Marie Arevalo,  
 Defendant

§  
§  
§  
§  
§  
§

Case Type: Divorce - Complaint  
 Subtype: Complaint Subject Minor(s)  
 Date Filed: 06/26/2011  
 Location: Department E  
 Cross-Reference Case Number: D448514

### RELATED CASE INFORMATION

Related Cases  
 D-10-436249-D (Linked - 1J1F)

### PARTY INFORMATION

<b>Defendant</b> Arevalo, Catherine Marie <i>Now Known</i> As: Delao, Catherine Marie 7661 N Jones BLVD Las Vegas, NV 89131	Female	<b>Lead Attorneys</b> Marshal Shawn Willick <i>Retained</i> 702-438-4100(W)
<b>Plaintiff</b> Arevalo, Jesus Luis 5812 N Decatur Blvd, Ste 130 PO Box 321 Las Vegas, NV 89131	Male	Pro Se
<b>Subject Minor</b> Arevalo, Luis Jesus		

### EVENTS & ORDERS OF THE COURT

10/09/2019 **All Pending Motions** (10:00 AM) (Judicial Officer Hoskin, Charles J.)  
**PLAINTIFF'S MOTION TO ADDRESS PARENTING ISSUES...DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION AND COUNTERMOTION FOR EXCEPTION TO THE SEALED CASE UPDATE CUSTODY SCHEDULE PUT TO ORDER,DEFAULT MIDDLE SCHOOL AND HIGH SCHOOL FOR LOUIS, IRS REFUND/CLAIMING LOUIE AS A TAXABLE DEPENDANT AND EXEMPTION**

#### Minutes

10/09/2019 10:00 AM

- - PLAINTIFF'S MOTION TO ADDRESS PARENTING ISSUES...DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION AND COUNTERMOTION FOR EXCEPTION TO THE SEALED CASE UPDATE CUSTODY SCHEDULE PUT TO ORDER,DEFAULT MIDDLE SCHOOL AND HIGH SCHOOL FOR LOUIS, IRS REFUND/CLAIMING LOUIE AS A TAXABLE DEPENDANT AND EXEMPTION The Court stated the history of the case when it was before Judge Duckworth. Discussion regarding the parties being able to co-parent for a couple of years, the minor child having to walk to school, Plaintiff/Dad being retired and available to take the child to school during Defendant/Mom's custodial time, the dispute regarding the Internal Revenue Service (IRS) making an error and billing Mom for \$1,600.00 due to medical coverage, and now there is a lack of co-parenting since December 2018 due to the tax issue. Discussion regarding Dad's failure to complete the Co-Parenting class as previously ordered by Judge Duckworth at four (4) separate hearings, he represented Judge Duckworth informed him not to attend and as he did not believe it would help; this Court read the order on the record which orders otherwise. Dad has offered to take the class now that he is in a better financial situation and did not have the financial means back when it was ordered by Judge Duckworth. The Court informed Dad he has had seven (7) years to come up with the money and attend. The Court informed Dad if Mom filed an Order to Show Cause (OSC) the Court could find him in contempt after being ordered to attend four (4) different times. The Court informed Dad of its displeasure by trying to play off

that attending the class like it is not a court order and stated court orders are meant to be followed. Mom stated the child is ten (10) years old and enjoys walking to school during her custodial time. As for Mom's countermotion, she is requesting their spouses be permitted to attend hearing. The Court confirmed spouses are permitted even under a sealed case. As for the child attending a school in the future, the Court cannot make orders prospectively. If there is no agreement as to the child's school the Court would require either party file a motion and bring the matter before the court. The Court clarified there is a clear order regarding who claims the child for specific tax years per their 2013 Decree of Divorce. As for the floating holiday awarded to Mom, Dad does not feel there is a need for the floating holidays any longer since they alternate the child every other weekend, but then said he is fine with it if she wants to continue with them. Discussion regarding Mom's proposed custodial schedule; Dad stated he is in agreement with Mom's proposed schedule as outlined in Exhibit "F" of her opposition. Dad represented to the Court he is willing to agree to pay for one-half of the school supplies and uniforms if there is no cost for the school should the child attend a charter school. COURT ORDERED the following: 1. Plaintiff requested to infringe on Mom's custodial time so he can spend additional time with the child. The COURT FINDS no basis to allow Dad to infringe on Mom's custodial time absent her approval; therefore the request is DENIED. 2. COUNTERMOTION: The Court confirmed that although this is a sealed case it does not deal with immediate family members and they may be present during the proceedings although this is not an order and just a clarification. 3. As for the request to MODIFY the CUSTODIAL SCHEDULE; there is a STIPULATION. Exhibit "F" of Mom's opposition shall be incorporated into the order. 4. SCHOOL ISSUE: This issue is not properly before the Court today, however prior orders shall control. The child shall continue to attend his current school absent an agreement between the parties and/or an order from the Court. 5. IRS: The 2/20/13 Decree of Divorce deals with this issue. If there is something either party has done to violate the Court order the Court has the ability to do something, but it is not appropriately before the Court today. The Court does not have the ability to sanction for the inclusion of a social security number for the child on tax form and therefore the request is DENIED. 6. COURT FINDS no basis to award ATTORNEY'S FEE and COSTS under NRS 18.010; therefore each side shall bear their own fees and costs. Ms. Arevalo shall prepare the order. CASE CLOSED

Parties Present  
Return to Register of Actions

**EXHIBIT “G”**

**EXHIBIT “G”**

**EXHIBIT “G”**



**SOMERSET ACADEMY OF LAS VEGAS ~ ALIANTE K-8 CAMPUS**  
**6475 VALLEY DRIVE ~ NORTH LAS VEGAS, NV 89084 ~ (702) 916-2327 (BEAR)**  
**ELAINE KELLEY, PRINCIPAL**

September 20, 2019

**Re: Star Ratings**

Dear Somerset Aliante Parents:

Each year the Nevada Department of Education issues 'star ratings' as a way to evaluate school performance. Star ratings are given on a scale of one to five stars. This year's star ratings were released on September 16, 2019. Somerset Academy of Las Vegas Aliante - Elementary School received a two-star rating. This data is based upon Somerset Aliante's first year in operation and represents a starting point. Somerset Aliante expects to see significant growth in the future and has already begun to take steps to improve.

Somerset Aliante's Middle School received a five-star rating. We are excited for the great start in the Middle School.

As a result of being rated a two-star school, Somerset Academy of Las Vegas Aliante - Elementary School is required to inform you that you may transfer your student to one of the following nearby public schools if you are zoned for them:

Vincent Triggs Elementary School  
Kay Carl Elementary School  
Goynes Elementary School

We are determined to improve and provide a quality education to your students. We hope you will dedicate yourselves to being a part of this process with us.

Thanks for being a part of our Somerset Academy community. We are truly grateful for the opportunity you give us to teach your children, and look forward to continuing to grow together in the coming school year.

Sincerely,  
Elaine Kelley - Principal

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**EXHIBIT “H”**

**EXHIBIT “H”**

**EXHIBIT “H”**

## Message Report

The OurFamilyWizard® website  
230 13th Ave NE  
Minneapolis, MN 55413  
<http://www.OurFamilyWizard.com>  
[Info@OurFamilyWizard.com](mailto:Info@OurFamilyWizard.com)



*Catherine Delao generated this report on 01/06/20 at 01:48 PM. All times are listed in America/Los\_Angeles timezone.*

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**Message:** 1 of 1  
**Date:** 10/25/2019 1:49 PM  
**From:** Jesus Arevalo  
**To:** Catherine Delao (First View: 10/25/2019 1:51 PM)  
**Subject:** Louie's progress report

I was waiting on you to inform me further. Is Louie grounded at your house? What was taken away? How long? I want to try and be on the same page for Louie's sake.

Is this info you would like to share and be on the same team or do you just want me to do my own thing?



## Message Report

The OurFamilyWizard® website  
230 13th Ave NE  
Minneapolis, MN 55413  
<http://www.OurFamilyWizard.com>  
[Info@OurFamilyWizard.com](mailto:Info@OurFamilyWizard.com)



*Catherine Delao generated this report on 01/06/20 at 01:45 PM. All times are listed in America/Los\_Angeles timezone.*

---

**Message:** 1 of 1  
**Date:** 10/25/2019 3:49 PM  
**From:** Catherine Delao  
**To:** Jesus Arevalo (First View: 10/26/2019 5:29 PM)  
**Subject:** RE: Louie's progress report

Jesus,

Steve & I have been talking about it & these are a few things we have come to realize.

Louie is doing his homework, but not turning it in. Case in point, on Wednesday morning before I went to work, I put out Louie's math homework & the math test he got a 50% on that said "Redo" on the dining room table. When I got home from work, the math homework & the test were completed, and still on the dining room table. This is a responsibility issue. Like I said, he's doing the work, but not turning it in. We are going to start implementing more strict consequences on not being responsible all around. Not just with school but home & personal too.

We've been listening to Louie's reading, comprehension, vocabulary, etc., basically anything in regards to English & we feel he may have a slight form of dyslexia. I've already asked to take him to go get tested & you said no. So we are going to work here on how he can try to overcome the frustration of "Just not getting it".

We feel punishing him for having a learning disability is not going to help the situation. We are taking the approach of working with him & how to work through this.

Catherine

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**EXHIBIT “I”**

**EXHIBIT “I”**

**EXHIBIT “I”**

Transaction Printable View

https://

Font Size

Cats copy of  
cleared check

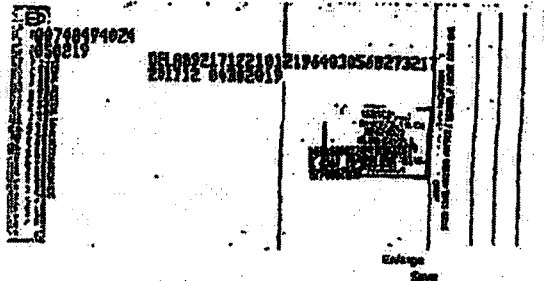
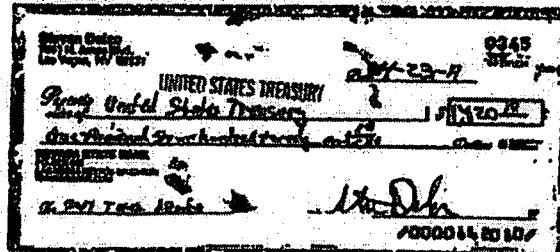
Close Window Print Screen

View Transaction Printable View

Transaction Information

Account: State Checking - mm0418  
Description: CHECK  
Amount: \$1,423.10  
Status: Cleared  
Customer Reference Number: 045  
Transaction: Check 243  
Date Cleared: May 03, 2019  
Date Initiated: May 03, 2019

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Department of the Treasury  
Internal Revenue Service

Exam Operation  
Fresno CA 93888

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

Tax pages not included

Date:  
11/09/2018  
Taxpayer ID number:

PC 1300 EGC 5344  
Tax periods ended:  
December 31, 2017

Person to contact:  
M White  
Contact telephone number:  
1-866-897-0177  
Contact hours:  
8:00 am - 8:00 pm  
Contact fax number:  
1-855-233-8481

We're auditing your 2017 Form 1040 , and need a response from you.

Proposed changes to your 2017 Form 1040

Dear STEVEN & CATHERINE M DELAO:

We reviewed your 2017 federal income tax return, any information you gave us, and made proposed changes to your tax. As a result, we found that you:

- ☐ are due a refund of \$
- ☒ owe a balance of \$ 1,382.00 . This amount may include tax, penalties, and estimated interest due. You should pay the balance due immediately to avoid additional penalties and interest charges.

What you need to do

Review the enclosed Form 4549, *Income Tax Examination Changes*, and attached Form 886 and let us know by December 09, 2018 if you agree or disagree with our proposed changes. If your address has changed, please provide your current address and contact information when you respond.

If you agree with our changes

- Sign, date and mail the enclosed Form 4549 to us in the envelope we provided.
- If you are due a refund, you should receive a refund check within 8 weeks if you don't owe other taxes or debts we're required to collect.
- If you owe additional taxes, make your check or money order payable to the United States Treasury. Write your taxpayer ID number, tax year and form number on the check.
- If you can't pay the total amount due, pay as much as you can and make payment arrangements to pay the rest over time. Payment options are described in the enclosed Publication 3498-A, *The Examination Process (Audits by Mail)*. You can also search "tax payment options" at [www.irs.gov](http://www.irs.gov).

Page 22 of 4

Letter 525 (Rev. 9-2014)  
Catalog Number 40216W

000028CD

157

**If you don't agree with our changes**

Return a copy of this letter along with your explanation and any supporting documents. Form 886 attached to the Form 4549 explains documentation you need to give us. Publication 3498-A describes the audit process and explains other options, including your appeal rights, if you disagree with our proposed changes.

**If we don't hear from you**

If we don't receive a response from you, we'll send you a Notice of Deficiency, which will state the amount you owe with penalties and explain your right to file a petition in the United States Tax Court. Once a Notice of Deficiency is sent to you, you cannot appeal disagreements to the IRS. We will still consider new information you may provide to us, but you will need to file a petition with the United States Tax Court to challenge the deficiency.

If you need assistance, please don't hesitate to contact us. If you want to authorize someone, in addition to you, to contact the IRS about this letter, please complete and send us Form 2848, *Power of Attorney and Declaration of Representative*. You can download this form at [www.irs.gov](http://www.irs.gov) or request a copy by calling 1-800-TAX-FORM (1-800-829-3676).

Please provide a telephone number, including area code and the best time for us to call you if we need more information.

Telephone number: (        ) \_\_\_\_\_ - \_\_\_\_\_ Hours: \_\_\_\_\_

Sincerely,



L. Glass

Operations Manager, Examination Branch

**Enclosures:**

Form 4549

Publication 3498-A

☐ Form 886

Copy of this letter

Envelope



NI  
EX

Date: December 31, 2018

Taxpayer ID Number:

Form: 1040

Tax period(s) ended: DEC. 31, 2017

Contact Telephone Number:

1-866-897-0177

(TOLL FREE NUMBER)

STEVEN & CATHERINE M DELAO  
7661 N JONES BLVD  
LAS VEGAS, NV 89131-2120616

894

Dear STEVEN & CATHERINE M DELAO

We received your response dated 12/07/2018. We should review your response by 03/07/2019 and contact you again if we need additional information.

If you previously received a Statutory Notice of Deficiency (sent by certified mail), it lists the last day to petition the Tax Court. Providing us with additional information does not change that deadline. Refer to that notice for additional information on how to file a petition.

You don't need to respond to this letter; however, if you have questions or want to provide additional information, you can contact us at number listed above.

If someone is representing you in this matter, let that person know we received his or her response.

Thank you for your cooperation.

Sincerely,

Operations Manager

Enclosure:  
Copy of this letter

Page 24 of 42

Letter 3500 (Rev. 7-2017)  
Catalog Number 32470K

000030CD

159

STEVEN & CATHERINE M DELAO  
7661 N JONES BLVD  
LAS VEGAS, NV 89131-2120616

Date: March 25, 2019

Taxpayer ID Number:

Form: 1040

Tax period(s) ended: DEC. 31, 2017

Person to contact:  
CORRESPONDENCE EXAM TECHNICIAN

Contact Telephone Number: 1-866-897-0177  
(TOLL FREE NUMBER)

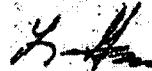
Dear STEVEN & CATHERINE M DELAO

I apologize, but we haven't reviewed your response dated 12/07/2018, because we received a large volume of inquiries at the same time. If we can't complete our review of the information you sent us by 04/16/2019, we will contact you again to provide a date when you can expect our response.

If someone is handling this matter for you, please let them know we received his or her response.

Thank you for your cooperation.

Sincerely,



L. GLASS  
Operations Manager

Enclosure:  
Copy of this letter

Page 25 of 4

<b>Form 5564</b> (Rev. June 1992)	Department of the Treasury - Internal Revenue Service <b>NOTICE OF DEFICIENCY - WAIVER</b>	Symbols Fresno SE:W:RCS:RCEO:F
Name and Address of Taxpayer(s) STEVEN & CATHERINE M DELAO 7661 N JONES BLVD LAS VEGAS NV 891312120		MAY 17, 2019
Kind of Tax  INDIVIDUAL INCOME	<input type="checkbox"/> Copy to Authorized Representative	
Tax Year Ended DECEMBER 31, 2017	<b>DEFICIENCY</b>	
	Increase in Tax	\$1,341.00 Penalties

I consent to the immediate assessment and collection of the deficiencies (increase in tax and penalties) shown above, plus any interest. Also, I waive the requirement under section 6532(a) (1) of the Internal Revenue Code that a notice of claim disallowance be sent to me by certified mail for any overpayment shown on the attached report.

I understand that the filing of this waiver is irrevocable and it will begin the 2-year period for filing suit for refund of the claims disallowed as if the notice of disallowance had been sent by certified or registered mail.

<b>Signature</b>		Date
		Date
	By	Title
		Date

**Note:** If you consent to the assessment of the deficiencies shown in this waiver, please sign and return this form to limit the interest charge and expedite our bill to you. Please do not sign and return any prior notices you may have received. Your consent signature is required on this waiver, even if fully paid.

Your consent will not prevent you from filing a claim for refund (after you have paid the tax) if you later believe you are so entitled; nor prevent us from later determining, if necessary, that you owe additional tax; nor extend the time provided by law for such action.

If you later file a claim and the Service disallows it, you may file suit for refund in a District Court or in the United States Claims Court, but you may not file a petition with the United States Tax Court.

**Who Must Sign:** If you filed jointly, both you and your spouse must sign. Your attorney or agent may sign this waiver provided that action is specifically authorized by a power of attorney which, if not previously filed, must accompany this form.

If this waiver is signed by a person acting in a fiduciary capacity (for example, an executor, administrator, or a trustee), Form 56, Notice Concerning Fiduciary Relationship, should, unless previously filed, accompany this form.

**If you agree, please sign and return this form; keep one copy for your records.**

FORM 5564 (Rev. 8-82)



Name of Taxpayer: STEVEN & CATHERINE M DELAO  
Identification Number: Total

Page of  
Tax Period Ending: 12/31/2017

### Accuracy-Related Penalties under IRC 6662

#### 20 Percent Penalty -- Internal Revenue Code Section 6662(a)

It has been determined that the underpayment of tax shown on line 5 below is attributable to one or more of the following:

- (1) Negligence or disregard of rules or regulations;
- (2) Substantial understatement of income tax;
- (3) Substantial valuation misstatement (overstatement);
- (4) Transaction lacking economic substance.

Therefore, an addition to tax is imposed as provided by Section 6662(a) of the Internal Revenue Code.

1. Total underpayment, excluding underpayment attributable to Section 6662A and/or Section 6676 penalty issues, if any	1,341.00
2. Less: Underpayment attributable to non-penalty issues	0.00
3. Less: Underpayment attributable to 40% Section 6662 penalty issues	0.00
4. Less: Underpayment attributable to civil fraud penalty issues	0.00
5. Underpayment to which Section 6662(a) applies (Line 1 less the sum of lines 2, 3, and 4)	1,341.00
6. Applicable penalty rate	20.00%
7. Section 6662(a) accuracy-related penalty (Line 5 times line 6)	0.00
8. Less: Previously assessed/previously agreed Section 6662(a) penalty	0.00
9. Total section 6662(a) accuracy-related penalty (Line 7 less line 8)	0.00

The substantial understatement criteria has not been met for this tax period.

#### 40 Percent Penalty -- Internal Revenue Code Section 6662(h); 6662(i); 6662(j)

It has been determined that the underpayment of tax shown on line 5 below is attributable to one or more of the following:

- (1) Gross valuation misstatement (overstatement);
- (2) Non-disclosed transaction lacking economic substance;
- (3) Undisclosed foreign financial assets.

Therefore, an addition to tax is imposed as provided by Section 6662(h); 6662(i); or 6662(j) of the Internal Revenue Code.

1. Total underpayment, excluding underpayment attributable to Section 6662A and/or Section 6676 penalty issues, if any	1,341.00
2. Less: Underpayment attributable to non-penalty issues	0.00
3. Less: Underpayment attributable to 20% Section 6662 penalty issues	1,341.00
4. Less: Underpayment attributable to civil fraud penalty issues	0.00
5. Underpayment to which 40% Section 6662 penalty applies (Line 1 less the sum of lines 2, 3, and 4)	0.00
6. Applicable penalty rate	40.00%
7. 40% Section 6662 accuracy-related penalty (Line 5 times line 6)	0.00
8. Less: Previously assessed/previously agreed 40% Section 6662 penalty	0.00
9. Total 40% section 6662 accuracy-related penalty (Line 7 less line 8)	0.00

Name Of Taxpayer: STEVEN & CATHERINE M DELAO

04/12/2019

Identification Number:

Total

20.00.00

**2017 TAX YEAR INTEREST COMPUTATION**

Interest computed to

05/12/2019

Total Tax Deficiency

\$1,341.00

Plus Penalties\*

Failure to File - IRC 6851	\$0.00
Accuracy Related Penalty - IRC 6862	\$0.00
Accuracy Related Penalty - IRC 6862A	\$0.00
Civil Fraud - IRC 6863	\$0.00
Manually Computed Penalty	\$0.00

Total Penalties Subject to Interest

\$0.00

Tax Deficiency and Penalties Subject to Interest

\$1,341.00

Type	Effective Dates	Days	Rate	Interest
Compound	04/15/2018-12/31/2018	260	5%	\$48.62
Compound	01/01/2019-05/12/2019	132	6%	\$30.48

Total Interest

\$79.10

Interest on penalties is computed from the due date of the return (including extensions) until the date of payment. The interest shown on this report is estimated. Interest is computed from the due date of the return (including extensions) and will continue to accrue until the date paid in full. Interest on the failure to pay penalty is computed from the date of assessment and is therefore not considered in this report.

Form <b>886-A</b> (May 2017)	Department of the Treasury - Internal Revenue Service <b>Explanation of Items</b>	Schedule number or exhibit
Name of taxpayer <b>STEVEN &amp; CATHERINE M DELAO</b>	Tax Identification Number (last 4 digits)	Year/Period ended <b>2017</b>

**PTC-monthly advance-April**

<b>Tax Period</b> 2017	<b>Per Return</b> \$0.00	<b>Per Exam</b> \$149.00	<b>Adjustment</b> \$149.00
---------------------------	-----------------------------	-----------------------------	-------------------------------

See enclosed explanation.

**PTC-monthly advance-May**

<b>Tax Period</b> 2017	<b>Per Return</b> \$0.00	<b>Per Exam</b> \$149.00	<b>Adjustment</b> \$149.00
---------------------------	-----------------------------	-----------------------------	-------------------------------

See enclosed explanation.

**PTC-monthly advance-June**

<b>Tax Period</b> 2017	<b>Per Return</b> \$0.00	<b>Per Exam</b> \$149.00	<b>Adjustment</b> \$149.00
---------------------------	-----------------------------	-----------------------------	-------------------------------

See enclosed explanation.

**PTC-monthly advance-July**

<b>Tax Period</b> 2017	<b>Per Return</b> \$0.00	<b>Per Exam</b> \$149.00	<b>Adjustment</b> \$149.00
---------------------------	-----------------------------	-----------------------------	-------------------------------

See enclosed explanation.

**PTC-monthly advance-August**

<b>Tax Period</b> 2017	<b>Per Return</b> \$0.00	<b>Per Exam</b> \$149.00	<b>Adjustment</b> \$149.00
---------------------------	-----------------------------	-----------------------------	-------------------------------

See enclosed explanation.

**PTC-monthly advance-September**

<b>Tax Period</b> 2017	<b>Per Return</b> \$0.00	<b>Per Exam</b> \$149.00	<b>Adjustment</b> \$149.00
---------------------------	-----------------------------	-----------------------------	-------------------------------

See enclosed explanation.

Form <b>886-A</b> (May 2017)	Department of the Treasury - Internal Revenue Service <b>Explanation of Items</b>	Schedule number or exhibit
Name of taxpayer <b>STEVEN &amp; CATHERINE M DELAO</b>	Tax Identification Number (last 4 digits)	Year/Period ended <b>2017</b>

**PTC-monthly advance-October**

Tax Period 2017	Per Return \$0.00	Per Exam \$149.00	Adjustment \$149.00
--------------------	----------------------	----------------------	------------------------

See enclosed explanation.

**PTC-monthly advance-November**

Tax Period 2017	Per Return \$0.00	Per Exam \$149.00	Adjustment \$149.00
--------------------	----------------------	----------------------	------------------------

See enclosed explanation.

**PTC-monthly advance-December**

Tax Period 2017	Per Return \$0.00	Per Exam \$149.00	Adjustment \$149.00
--------------------	----------------------	----------------------	------------------------

You aren't eligible to claim the premium tax credit because your household income is greater than 400 percent of the federal poverty line for a family of your size. Thus, you must repay any advance payments of the premium tax credit paid on your behalf. You may refer to Pub 974, Premium Tax Credit (PTC) for additional information.



Print  
5/23/19  
10:46 AM

8 pages  
Total

STEVEN DELAO  
7661 N JONES BLVD  
LAS VEGAS NV 891312120

3 A<sup>s</sup>  
4 B<sup>s</sup>  
1 C.  
8

To ensure both spouses receive this we've sent an individual copy to each of you. Each copy contains the same information as it is related to your joint account. Any balance owed or due should be paid only once. If a refund is shown we will issue the refund only once.

Already  
paid you + 1  
see proof  
attached

2

Cut here and return this portion with your correspondence. Be sure the IRS address appears in the envelope window.

Notice Number: LTR3218

Issue Date: MAY 17 2019

Internal Revenue Service  
P.O. BOX 12067 STOP 62  
FRESNO, CA 93888-0040

\*8388800400\*

STEVEN DELAO  
7661 N JONES BLVD  
LAS VEGAS NV 891312120

Page 32 of 42  
000037CD

166

Department of the Treasury  
Internal Revenue Service  
Fresno, CA 93888-0040

Letter Number: 3218(SC/CG)  
Letter Date: MAY 17, 2019

Taxpayer Identification Number:

7014 2870 0001 3388 1801

STEVEN & CATHERINE M DELAO  
7661 N JONES BLVD  
LAS VEGAS NV 891312120

Tax Form: 1040

Tax Year Ended and Deficiency  
DECEMBER 31, 2017 \$1,341.00

Contact Person:

Correspondence Exam Technician

Contact Telephone Number:

(866) 897-0177

(TOLL FREE NUMBER)

Hours to Call

8:00 AM TO 8:00 PM M - F

Last Date to Petition Tax Court:

AUGUST 15, 2019

Penalties/Additions to Tax

*This number is 7*

*Take call 8 AM to 8 PM M-F*

*No one answers on at the 2 hour mark someone picks up and hangs up on us.*

Dear Taxpayer:

We have determined that there is a deficiency (increase) in your income tax as shown above. This letter is your **NOTICE OF DEFICIENCY**, as required by law. The enclosed statement shows how we figured the deficiency.

If you want to contest this determination in court before making any payment, you have until the **Last Date to Petition Tax Court** (90 days from the date of this letter or 150 days if the letter is addressed to you outside the United States) to file a petition with the United States Tax Court for redetermination of the amount of your tax. You can get a petition form and the rules for filing a petition from the Tax Court. You should file the petition with the United States Tax Court, 400 Second Street NW, Washington D.C. 20217. Attach a copy of this letter to the petition.

The time in which you must file a petition with the court (90 days or 150 days as the case may be) is fixed by law and the Court cannot consider your case if the petition is filed late. As required by law, separate notices are sent to spouses. If this letter is addressed to both a husband and wife, and both want to petition the Tax Court, both must sign the petition or each must file a separate, signed petition.

The Tax Court has a simplified procedure for small tax cases when the amount in dispute is \$50,000 or less for any one tax year. You can also get information about this procedure, as well as a petition form you can use, by writing to the Clerk of the United States Tax Court at 400 Second Street, NW, Washington, D.C. 20217. You should write promptly if you intend to file a petition with the Tax Court.

If you decide *not* to file a petition with the Tax Court, please sign and return the enclosed waiver form to us. This will permit us to assess the deficiency quickly and will limit the accumulation of interest. We've enclosed an envelope you can use. If you decide not to sign and return the waiver and you do not petition the Tax Court, the law requires us to assess and bill you for the deficiency after 90 days from the date of this letter (150 days if this letter is addressed to you outside the United States).

A

If you have questions about this letter, you may call the Contact Person whose name and telephone number are shown in the heading of this letter. If this number is outside your local calling area, there will be a long distance charge to you. If you prefer, you can call the Internal Revenue Service (IRS) telephone number in your local directory. An IRS employee there may be able to help you, but the office at the address shown on this letter is most familiar with your case.

When you send information we requested or if you write to us about this letter, please provide a telephone number and the best time to call you if we need more information. Please attach this letter to your correspondence to help us identify your case. Keep the copy for your records.

The person whose name and telephone number are shown in the heading of this letter can access your tax information and help get you answers. You also have the right to contact the Taxpayer Advocate. You can call 1-877-777-4778 and ask for Taxpayer Advocate Assistance. Or you can contact the Taxpayer Advocate for the IRS Office that issued this Notice of Deficiency by calling (559) 442-8444 or writing to:

FRESNO SERVICE CENTER  
TAXPAYER ADVOCATE  
P.O. BOX 12161, STOP 01  
FRESNO, CA 93776

Taxpayer Advocate assistance is not a substitute for established IRS procedures such as the formal appeals process. The Taxpayer Advocate is not able to reverse legally correct tax determinations, nor extend the time fixed by law that you have to file a petition in the United States Tax Court. The Taxpayer Advocate can, however, see that a tax matter that may not have been resolved through normal channels gets prompt and proper handling.

Thank you for your cooperation.

Sincerely yours,

Commissioner  
By



Charlotte Kieliszek  
Director, Refundable Credits  
Examination Operations

Enclosures:  
Copy of this letter  
Waiver  
Envelope



**Department of the Treasury  
Internal Revenue Service**

**Exam Operation  
Fresno CA 93888**

**STEVEN & CATHERINE M DELAO  
7661 N JONES BLVD  
LAS VEGAS NV 89131-2120**

**Date:**  
**April 12, 2019**  
**Taxpayer ID number:**

**Form:**  
**1040**  
**Tax periods ended:**  
**December 31, 2017**  
**Person to contact:**  
**N Cavazos**  
**PC: 1300 EGC: 5304**  
**Employee ID number:**  
**1000163741**  
**Hours:**  
**8:00 am - 8:00 pm**  
**Contact telephone number:**  
**1-866-897-0177**  
**Contact fax number:**  
**1-855-233-8481**

**Dear Taxpayer:**

Thank you for your response dated December 7, 2018, about the examination of your 2017 federal income tax return. After considering the information you sent us, we changed the amount of our proposed tax increase. We've enclosed a revised examination report to show the new changes.

If you agree with the proposed changes and owe additional tax, please sign, date and return the enclosed examination report with your payments within 15 days from the date of this letter. Please make your check or money order payable to the "United States Treasury" for \$1,420.10. You should pay the amount you owe now because the law requires us to charge interest and penalties until you pay the amount in full. If you can't pay the total amount you owe, please contact us immediately so we can discuss payment arrangements.

**If you don't agree with our findings**

Tell us what items you disagree with and why. Mail or fax your explanation, supporting documents and additional information you want us to consider with the enclosed examination report by April 27, 2019.

If you owe additional tax and don't respond to this letter, we'll send you a Notice of Deficiency, by certified mail, disallowing the questioned items and proposing an increase to your tax liability. A Notice of Deficiency is a legal notice stating the amount of proposed tax increase and penalties. It also explains your right to file a petition with the United States Tax Court.

You are entitled to file an administrative appeal. The enclosed Publication 3498-A, *The Examination Process (Audits by Mail)*, explains our examination procedures, how to file an appeal, and other important tax information that may be helpful to you.

**Letter 892-C (Rev. 11-2014)**  
**Catalog Number 27194T**

Page 35 800040CD

169



B

Telephone number: ( ) Hours:

**If you have questions, you can call us at the contact telephone number listed at the top of this letter.**

*L. H. ...*

**Operations Manager, Examination Branch**

Copy of this letter  
Examination Report  
Publication 3498-A  
Envelope

Corrected Report

B

Form <b>4549</b> (Rev. May 2008)		Department of the Treasury-Internal Revenue Service <b>Income Tax Examination Changes</b>		Page <u>2</u> of <u>2</u>	
Name of Taxpayer <b>STEVEN &amp; CATHERINE M DELAO</b>			Taxpayer Identification Number		Return Form No. <b>1040</b>
<b>17. Penalties/ Code Sections</b>			<b>Period End</b> 12/31/2017	<b>Period End</b>	<b>Period End</b>
a.					
b.					
c.					
d.					
e.					
f.					
g.					
h.					
i.					
j.					
k.					
l.					
m.					
n.					
<b>18. Total Penalties</b>					
Underpayment attributable to negligence: (1981-1987) A tax addition of 50 percent of the interest due on the underpayment will accrue until it is paid or assessed.					
Underpayment attributable to fraud: (1981-1987) A tax addition of 60 percent of the interest due on the underpayment will accrue until it is paid or assessed.					
Underpayment attributable to Tax Motivated Transactions (TMT). The interest will accrue and be assessed at 120% of the underpayment rate in accordance with IRC §6621(c)			0.00		
<b>19. Summary of Taxes, Penalties and Interest:</b>					
a. Balance due or (Overpayment) Taxes - (Line 16, Page 1)			1,341.00		
b. Penalties (Line 18) - computed to 04/12/2019					
c. Interest (IRC § 6601) - computed to 05/12/2019			79.10		
d. TMT Interest - computed to 05/12/2019 (on TMT underpayment)			0.00		
e. Amount due or (refund) - (sum of Lines a, b, c and d)			1,420.10		

Other information:

**This Report Supersedes the Report Issued 11/9/2018**

Examiner's Signature: <b>N. Cavazos</b>	Employee ID: <b>193-N5000</b>	Office: <b>Fresno, California</b>	Date: <b>04/12/2019</b>
--	----------------------------------	--------------------------------------	----------------------------

Consent to Assessment and Collection- I do not wish to exercise my appeal rights with the Internal Revenue Service or to contest in the United States Tax Court the findings in this report. Therefore, I give my consent to the immediate assessment and collection of any increase in tax and penalties, and accept any decrease in tax and penalties shown above, plus additional interest as provided by law. It is understood that this report is subject to acceptance by the Area Director, Area Manager, Specialty Tax Program Chief, or Director of Field Operations.

PLEASE NOTE: If a final return is filed, BOTH taxpayers must sign.

Signature of Taxpayer	Date:	Signature of Taxpayer	Date:
By:		Title:	Date:

Close Window/ Print Screen

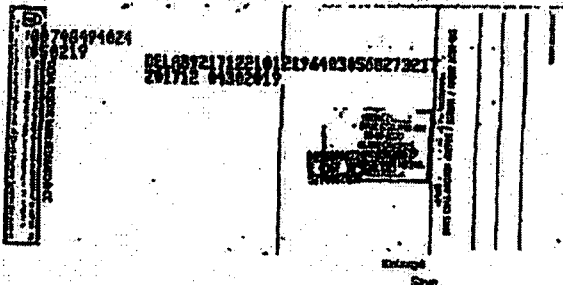
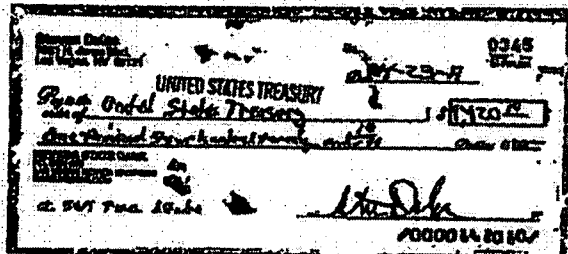
Font Size

View Transaction Printable View

Transaction Information

Account: Bank Checking - 1000043CD  
 Description: CHECK  
 Amount: \$-1,420.10  
 Status: Cleared  
 Customer Reference Number: 345  
 Transaction: Check 345  
 Issued: May 23, 2019  
 Date Initiated: May 23, 2019

Note: Check and Deposit Images are available for download or printing. Images can be obtained by ordering copies by visiting the Services tab. In order to maintain service, there is scheduled maintenance every Saturday at 11:00 PM and on the last day of each month at 7:00 PM. During this time, which typically lasts about 2 hours, your images may not be available. We apologize for any inconvenience this may cause.



IRS  
 \$1,420.10  
 Check 345  
 mailed on

4-23-19

You cashed it  
 and it cleared  
 my bank on  
 5-3-19

You sent me  
 another demand  
 letter on 5-12-19.  
14 days after  
 you took my  
 money.

what!! Did you think  
 I wouldn't notice.

come on! Seriously!!!  
 L.H. Doh



Department of the Treasury  
Internal Revenue Service  
Fresno, CA 93888-0010

072266.022544.211075.21935 1 AV 0.583 373  
[Barcode]

STEVEN DELAO  
7661 N JONES BLVD  
LAS VEGAS NV 89131-2120



Notice	CP21E
Tax Year	2017
Notice date	June 17, 2019
Social Security number	
To contact us	800-829-0922
Your Caller ID	605075
Page 1 of 2	89H

## Changes to your 2017 Form 1040

### Amount due: \$0.00

As a result of your recent audit, we changed your 2017 Form 1040. Please see your copy of the audit report for a detailed explanation of the changes.

As a result you don't owe us any money, nor are you due a refund.

### Summary

Account balance before this change	\$ -1,420.10
Increase in tax	1,341.00
Increase in interest	79.10
Amount due	\$0.00

### What you need to do

If you agree with the changes we made

- You don't need to respond to this notice.

If you don't agree with the changes

Call 800-829-0922 to review your account with a representative. Be sure you have your account information available when you call.

We'll assume you agree with the information in this notice if we don't hear from you.

### Interest charges

We are required by law to charge interest when you do not pay your liability on time. Generally, we calculate interest from the due date of your return (regardless of extensions) until you pay the amount you owe in full, including accrued interest and any penalty charges. Interest on some penalties accrues from the date we notify you of the penalty until it is paid in full. Interest on other penalties, such as failure to file a tax return, starts from the due date or extended due date of the return. Interest rates are variable and may change quarterly. (Internal Revenue Code section 6601)

Note: The interest amount shown here may differ from the amount shown on Page 1. The computation shown here may include interest charges on amounts due before the adjustment.

Period	Days	Interest rate	Interest factor	Amount due	Interest charge
04/15/2018 - 06/30/2018	76	5.0%	0.010464621	\$1,341.00	\$14.03
06/30/2018 - 12/31/2018	184	5.0%	0.025524053	1,355.03	34.59
12/31/2018 - 03/31/2019	90	6.0%	0.014903267	1,389.62	20.71
03/31/2019 - 04/30/2019	30	6.0%	0.004943279	1,410.33	6.97
<b>Total interest</b>					<b>\$76.30</b>

Continued on back...

Page 39 of 42  
000044CD

173



Notice CP21E  
Tax Year 2017  
Notice date June 17, 2019  
Social Security number  
Page 2 of 2 89H

Interest charges continued

We multiply your unpaid tax, penalties, and interest (the amount due) by the interest rate factor to determine the interest due.

### Additional Information

- Visit [www.irs.gov/cp21e](http://www.irs.gov/cp21e).
- You may find the following publications helpful:
  - Publication 1, Your Rights as a Taxpayer
  - Publication 594, The Collection Process
  - Publication 1660, Collection Appeal Rights
  - Publication 556, Examination of Returns, Appeal Rights, and Claims for Refund
- For tax forms, instructions, and publications, visit [www.irs.gov](http://www.irs.gov) or call 800-TAX-FORM (800-829-3676).
- You can contact us by mail at the address at the top of this notice. Be sure to include your Social Security number, the tax year, and the form number you are writing about.
- Keep this notice for your records.

We're required to send a copy of this notice to both you and your spouse. Each copy contains the information you are authorized to receive.

If you need assistance, please don't hesitate to contact us.

**Internal Revenue Service**

**Exam Operation  
Fresno CA 93888**

**STEVEN & CATHERINE M DELAO  
7661 N JONES BLVD  
LAS VEGAS NV 89131**

**Department of the Treasury**

**Letter Date:**

**August 1, 2019**

**Taxpayer Identification Number:**

**Form:  
1040**

**Tax Year(s):  
2017**

**PC:  
1300**

**EGC:  
6304**

**Person to Contact:  
M. Serrato**

**Contact Identification Number:  
106314415**

**Contact Telephone Number:  
1-866-897-0477**

**Contact Fax Number:  
1-855-233-8481**

**Dear STEVEN & CATHERINE M DELAO**

**Thank you for the information you provided on May 23, 2019 about your income tax return for the year shown above. We carefully considered the information and took the following action:**

- ☐ **We used the information you gave us and changed our previously proposed adjustments. We have enclosed a copy of the examination report showing our changes. If you agree, you do not need to respond to this letter.**
- ☐ **We did not make any changes to our previously proposed adjustments to your tax return. This information was considered when we made our prior determination.**
- ☐ **We reviewed the additional information you sent to support your Form 1040X, Amended U.S. Individual Income Tax Return, claim for refund for the tax period shown above. The information provided does not change our prior determination.**
- ☒ **Your payment for \$1,420.00 has been received. Your case is now closed.**

**If you have any questions, please call us at the toll free number above.**

**Sincerely,**

  
**L. Glass**

**Operations Manager, Examination**

**Enclosures:**

- ☐ **Examination Report**

**Page 41 of 42**

**Letter 4306 (1-2008)  
Catalog Number 51059R  
000046CD**

175

**Department of the Treasury  
Internal Revenue Service**

**STEVEN & CATHERINE M DELAO  
7661 N JONES BLVD  
LAS VEGAS NV 89131**

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**EXHIBIT “J”**

**EXHIBIT “J”**

**EXHIBIT “J”**



Due Date	Date Received	Received on time?	Amount
	04/10/15	n	\$375.00
04/25/15	04/25/15	y	\$150.00
05/25/15	05/25/15	y	\$150.00
06/25/15	06/25/15	y	\$150.00
07/25/15	07/25/15	y	\$150.00
08/25/15	08/25/15	y	\$150.00
09/25/15	09/26/15	n	\$150.00
10/25/15	10/24/15	y	\$150.00
11/25/15	12/02/15	n	\$150.00
12/25/15	12/27/16	n	\$150.00
01/25/16	01/22/16	y	\$150.00
02/25/16	02/20/16	y	\$150.00
03/25/16	03/26/16	n	\$150.00
04/25/16	04/30/16	n	\$150.00
05/25/16	05/29/16	n	\$150.00
06/25/16	07/04/16	n	\$150.00
07/25/16	07/30/16	n	\$150.00
08/25/16	08/27/16	n	\$150.00
09/25/16	10/01/16	n	\$150.00
10/25/16	10/29/16	n	\$150.00
11/25/16	11/29/16	n	\$150.00
12/25/16	01/03/17	n	\$150.00
01/25/17	01/29/17	n	\$150.00
02/25/17	03/04/17	n	\$150.00
03/25/17	03/31/17	n	\$150.00
04/25/17	05/09/17	n	\$150.00
05/25/17	06/10/17	n	\$150.00
06/25/17	07/12/17	n	\$150.00
07/25/17	07/29/17	n	\$150.00
08/25/17	08/25/17	y	\$150.00
09/25/17	09/26/17	n	\$150.00
10/25/17	10/25/17	y	\$150.00
11/25/17	12/02/17	n	\$150.00
12/25/17	12/31/17	n	\$150.00
01/25/18	01/29/18	n	\$150.00
02/25/18	02/26/18	n	\$150.00
03/25/18	03/28/18	n	\$150.00
04/25/18	04/29/18	n	\$150.00
05/25/18	05/29/18	n	\$150.00
06/25/18	06/27/18	n	\$150.00
07/25/18	07/31/18	n	\$150.00

000048CD

08/25/18	09/07/18	n	\$150.00
<b>Due Date</b>	<b>Date Received</b>	<b>Received on time?</b>	<b>Amount</b>
09/25/18	09/26/18	n	\$150.00
10/25/18	11/06/18	n	\$150.00
11/25/18	12/07/18	n	\$150.00
12/25/18	01/07/19	n	\$150.00
01/25/19	01/29/19	n	\$150.00
02/25/19	02/25/19	y	\$150.00
03/25/19	04/08/01	n	\$150.00
04/25/19	04/25/19	y	\$200.00
05/25/19	06/01/19	n	\$185.97
06/25/19	06/26/19	n	\$150.00
07/25/19	07/27/19	n	\$150.00
08/25/19	08/30/19	n	\$150.00
09/25/19	10/21/19	n	\$150.00
10/25/19	12/21/19	n	\$150.00
11/25/19			
12/25/19			
01/25/20			
02/25/20			
03/25/20			
04/25/20			
05/25/20			
06/25/20			

1. I HEREBY CERTIFY that this is a true and correct copy of the original on file with the Las Vegas Metropolitan Police Department, except for the information that is privileged and confidential by law.

PHONE : 7024972931  
SER : NLV2  
OFF :  
AREA : NW

TYPE: 437  
BLDG:  
XST : W I 215  
CNAM: STEVE DELAO  
S/B : Y9  
OFF1: 4751  
INIT: 06:58:32  
CLSE: 09:10:07

PRI : 2  
APT :  
CITY : NL  
PHONE : 7024972931  
BRN : NLV2  
OFF :  
AREA : NW  
DISP : J

[illegible]

INITIATED BY: FRM- TO-LV7280  
Original Location: STARBUCK/ WALMART PLOT  
CUSTODY EXCHANGE AT 8AM,, EX METRO OFFICER JESUS AREVALO, TERMINATED OCT  
15TH INVLD,, PR IN WHT 1 TON CREW CAB FORD NV/1TUF1,, CHILD 4YRS OLD, MOM  
AT WORK SO PR, WHO IS BYFRND NEEDS TO DO EXCHANGE. WILL WAIT IN THE  
CHILIS PLOT XST FOR METRO  
Primary Event: MAIN Opened: 13/11/27 07:04  
PR CALLD NLVPD FOR THE STANDBY, BUT WAS DENIED ASSISTANCE.  
JESUS IS SUPPOSED TO BE WAITING INSIDE THE STARBUCKS FOR THE EXCHANGE, PR  
ADVD TO WALK THE CHILD TO THE DOOR OF THE STORE ONLY. ONGOING ISSUES  
WITH PRS GRLFRND AND JESUS WHO ARE HAVING A DIFFICULT DIVORCE, JESUS POSS  
CARRIES 413, UNK IF GRANDPARENTS WILL ALSO BE IN ATTENDANCE 0707HRS  
PN FRM- TO-NV-1TUF1  
PN FRM-- TO-NV-1TUF1  
PR HAS CCW PERMIT WMA 5'8 220 BRO HAZEL  
FRM-1 TO-2  
P FRM-1 TO-2  
PR ADVD TO BE AT CHILIS BY 745HRS  
SUPS ADVD AM 0713HRS  
648// ADVD LL,,, 0733HRS  
Address: 6464 N DECATUR BLVD  
PU FRM- TO-LV/648  
Address: CHILIS PLOT  
Address: 6464 N DECATUR BLVD  
Address: 6464 N DECATUR BLVD  
Address: 6464 N DECATUR BLVD  
Address: 6464 N DECATUR BLVD  
PU FRM-LV/648 TO-LV/2X  
Address: 6464 N DECATUR BLVD  
UU Area: NW Veh: 10273 Unit Update  
CU 1M MT  
Address: 6464 N DECATUR BLVD  
2X REQ REC PR TO ADV 5 MINS OUT:...16/PR ADVD LL 0754  
Address: 6464 N DECATUR BLVD  
Address: CHILIS PLOT  
Address: 6464 N DECATUR BLVD  
2X9 NLV ALSO ARVD 0804  
648 C4 0816  
FU FRM-LV/2X TO-LV/2X9  
38/PER 2X9 LL THE PR STEVE DELAO CALLED POLICE REF CHILD EXCH DIRECTED TO  
6464 DECATUR/PRESENT W/STEVE WAS CHILD JESUS ARVELO / THE CHILD  
EXCHANGE WAS TO TAKE PLACE W/ JESUS AREVALO SR/BOTH NLV AND METRO  
RESPONDED SGT STOCKDALE RESPONDED/WE MET THE PR STEVE X ST AT CHILIS HE  
HAD THE CHILD JESUS W/HIM/AT OUR REQUEST STEVE CAME X ST TO STARBUCKS  
WHERE JESUS AREVALO SR WAS WAITING TO RECEIVE THE CHILD/PRESENT AT

[illegible]

08:44:27	CM	STARBUCKS WAS STEVE AND JESUS JR/ JESUS SR/ AND JESUS SR'S MOTHER/JESUS	38	LV6146
08:44:27	CM	SR'S MOTHER WENT TO STEVE'S VEH AND TOOK CUST OF JESUS JR/JESUS SR MOTHER	38	LV6146
08:44:27	CM	GAVE CHILD TO JESUS SR/JESUS JR'S MOTHER WAS NOT PRESENT/THE PR THEN	38	LV6146
08:44:27	CM	LEFT/JESUS SR WANTED OFCR REPT BUT SETTLED ON A CAD REPT W/ALL	38	LV6146
08:44:27	CM	DETAILS 0844	38	LV6146
08:47:21	CM	*** CORR JESUS JR DOB WAS ENTERED IN ERROR / UNK DOB/	38	LV6146
08:48:49	CM	38/JESUS SR WAS CLAIMING A STAY AWAY ORDER FOR THE PR STEVE/THE PR DENIED	38	LV6146
08:48:49	CM	STAY AWAY ORDER AT THE TIME OF EXCH/THERE WAS NO TPO/EPO FOUND ON EITHER	38	LV6146
08:48:49	CM	SUBJ/0848	38	LV6146
08:50:11	USCL 2X	437	00	LV5298
08:51:30	USCL 2X9	437	00	LV4751
08:51:30	EU 2X9	D FRM- TO-J MAIN 1	00	LV4751
09:10:07	USCL 648	437	16	LV7286
09:10:07	CM	Route Closed: MAIN		
09:10:07	CM	Incident Closed: 13/11/27 09:10		
09:19:00	CM	38/ REC FRM INVD JESUS AREVELO SR/702/813-1829/REQ INFO ON OBT CAD	38	LV6146
09:19:00	CM	REPORT/ STATED HE WAS A FORMER OFFICER AND THATS THE ONLY REASON YOU GUYS	38	LV6146
09:19:00	CM	SHOWED UP/ THEN HEARD SUBJ SAY TO SOMEONE ELSE F*ING METRO ONLY SHOWED UP	38	LV6146
09:19:00	CM	BECAUSE OF WHO I AM/ SUBJ WAS XFERRERD TO RESEARCH ASSISTANT/ 0918	38	LV6146

I HEREBY CERTIFY that this is a full, true and correct copy of the original on file with the Las Vegas Metropolitan Police Department except for the information that is privileged and confidential by law.



RESEARCH ASSISTANT Communications Bureau

## Message Report

The OurFamilyWizard® website  
1302 2nd St NE Suite 200  
Minneapolis, MN 55413  
<http://www.OurFamilyWizard.com>  
[info@OurFamilyWizard.com](mailto:info@OurFamilyWizard.com)



*Jesus Arevalo generated this report on 01/02/14 at 03:55 PM. All times are listed in America/Los Angeles timezone.*

Email: 1 of 1  
Date: 12/30/2013 10:27 AM  
From: Jesus Arevalo  
To: Catherine Arevalo (First View: 12/30/2013 9:16 PM)  
Subject: RE: New Year's Eve  
Message:

I am trying to work with you. I sent you several options that will and can work for you, me and Luis. You as always, just want things your way and expect me to go with your idea or nothing. That's not change. If you "really and truly" needed to adjust your schedule to avoid getting in trouble at work, you would be trying to work something out with me. In the past when I have used you for child care I have picked times that work for you as well.

I have told you on a couple occasions. Me and the kids watch movies on Friday night and sleep in on Saturday.

Once again if you want me to watch Luis New Year's Eve so you can go out or have to work early the next day, I will. Tuesday morning or evening pick up is fine, you pick. The earliest I can drop him off to you on Saturday is 10 am. Change and trust has to come from both of us.

On Sat, 12/28/13 at 9:08 PM, Catherine Arevalo wrote:

To: Jesus Arevalo  
Subject: RE: New Year's Eve  
Message:

Jesus,

Here are the last 3 responses you sent to me after I told you I am not permitted to rearrange my schedule to meet your proposal. These are also my responses to yours.

12/28 @ 1:15 AM

How about I just meet you earlier than 8 am on Tuesday? Starbucks opens at 6 am.

12/28 @ 11:04 AM

I'm trying to work with you and around your schedule. What time would you need me to pick up Luis Tuesday morning so you are not late to work? That way you can be on time to work all week and have a full weekend with Luis.

You keep says things have to change and talk about trust. Yet you only want things your way when it comes to trading or exchanging hours. If you really and truly needed to change hours due to your work schedule, you would be open to suggestions.

12/28 @ 1:20 PM

Here is another option. Tuesday 12/31/13 at 7 pm is fine and return on Saturday 01/04/14 at Noon. That works better because we are not earlier Saturday morning risers.

You ask me to reach out to you & I did. I told you what I needed & why. I took for granted that you would see the fact that you would get to spend New Year's Eve with Louie & that was a bonus in itself. I also took for granted that you would see that I was giving up 13 hours & a holiday (not a recognized holiday in our divorce decree) & only asking for 7 hours in return. I made a suggestion that I believed was in the best interest for my job & would benefit you time wise with Louie. But instead, you responded with your proposed schedule of you picking up Louie on Tuesday morning instead of Tuesday evening & returning him on Friday which completely interferes with my work schedule. I feel like you have absolutely no interest in helping me with Louie like you claim in all your previous emails. I feel this is your ulterior motive to renegotiate a schedule that best suits you now & for future reference. You have reiterated the fact that you are available to watch Louie 24/7, seven days a week not only in emails but also in family court. Yet this being the first time I ask for your help, I feel in order for that to happen, I have to get through all this red tape & jump through all these hoops & completely rearrange my work schedule (which I am not permitted to do) just to accommodate you. Your emails confirm it. You're insinuating that you are willing to meet me at Starbucks as early as 6:00 AM to receive Louie, but you're not willing to drop him

Exhibit 4  
182

Exhibit “2”

X/150

*Alonso Amador*  
CLERK OF THE COURT

**ORDR**

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

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

JESUS LUIS AREVALO,  
Plaintiff,

vs.

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

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

DATE OF HEARING:  
TIME OF HEARING:

**ORDER FROM MARCH 23, 2020 HEARING**

This matter came on for hearing on March 23, 2021, before the Honorable Charles Hoskin, District Court Judge, Family Division, Department E. Plaintiff, Jesus Arevalo, was present in proper person, Defendant, Catherine Delao, was present and represented by counsel, Marshal S. Willick, 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:

\*\*\*\*\*

1 THE COURT HEREBY FINDS:

- 2 1. This case is still on appeal, which limits the Court's jurisdiction regarding what  
3 it can or cannot do. The Court does have the ability to indicate that it's  
4 inclined to take certain action that may have an effect on the appeal.
- 5 2. The decisions the Court made today are either going to be deferred based upon  
6 that appeal, or they are going to be indications that the Court is inclined to  
7 grant certain relief or deny certain relief that can be taken up under *Honeycutt*  
8 and can be remanded back if the appellate courts believe they'd like the Court  
9 to deal with those kinds of issues.
- 10 3. Jesus asks to reopen discovery due to an allegation that Catherine did not list  
11 the \$2,130 she is receiving, but those funds were listed on her *Financial*  
12 *Disclosure Form*. Therefore, the Court cannot find a basis to go on a fishing  
13 expedition with regard to income if that is the only argument to reopen  
14 discovery for that purpose. Therefore, the request to reopen discovery in the  
15 middle of an appeal is denied.
- 16 4. The Court has no idea what it would set trial on, so the request to set a trial is  
17 denied.
- 18 5. One of the pending *Motions* wanted the Court to acknowledge the statute of  
19 limitations with regard to the pension, to stay the collection pending appeal, to  
20 stay the QDRO pending appeal. All of those were decided previously, and are  
21 being re-argued in the middle of an appeal where those issues are on appeal.  
22 So, regarding the list of the findings the Court needs to make with regard to  
23 vexatious litigant, these are how the litigant's actions constitute vexatiousness.
- 24 6. The frivolous and harassing nature of the ongoing and continuous requests for  
25 relief that have either already been resolved by the Court, or have been  
26 resolved by the Court and are currently pending on appeal. It continues to  
27  
28



1 come back before the court for those kinds of issues. So, all of that is denied,  
2 just as it was back in August 2020, which was another indication. So the Court  
3 is inclined to deny all of that relief moving forward.

4 7. With regard to the *Countermotion* to declare Jesus a vexatious litigant, the  
5 requirement for "reasonable notice" has been satisfied. October, 2020 until  
6 today's date was where we are looking at as far as notice is concerned, on  
7 whether Jesus is vexatious. Certainly, he has had an opportunity to oppose that  
8 for that entire time frame.

9 8. Jesus is arguing that the motion was on an *Order Shortening Time*, but the  
10 *Motion* has been pending since before the motion to disqualify was filed. So  
11 certainly, there has been plenty of notice as far as the orders are concerned.

12 9. As the Court has indicated at almost every hearing, this case has been so over-  
13 litigated and certainly, the argument that Catherine is litigating it as well.

14 10. If what Catherine is asking for is a show cause to hold Jesus in contempt for  
15 not complying with court orders, that doesn't constitute vexatiousness,  
16 especially when Jesus continues to not comply with court orders. So, as far as  
17 that is concerned, the record is clear.

18 11. The argument that Jesus was denied his rights because he wasn't given enough  
19 opportunity to do the things that he should have been able to do is belied by the  
20 previous record in this case. The Court is not going to relitigate that record,  
21 because we have done it too many times in the past, and certainly the record is  
22 what it is, and the Court has no problem with that record.

23 12. While the Court is inclined to declare Jesus vexatious, what that results in is  
24 his inability to simply straight file any documents with the Court. Any motions  
25 or relief that he is looking to request can still be submitted, but they are  
26 submitted to chambers for approval or disapproval prior to them being filed  
27

1 and requiring Catherine to respond. So, that is how the Court is inclined to  
2 narrowly tailor to allow Jesus to still exercise the rights that he's guaranteed  
3 to obtain relief. What we are trying to do is limit the effect it has on litigation  
4 and on the other party. The Court is inclined to grant that request.

5 13. With regard to the show cause, the Court did issue an *Order to Show Cause*.  
6 As far as the life insurance, Jesus is in violation, it has been litigated over and  
7 over and over again, and it is a clear *Order* that has not been complied with.  
8 The question is whether there's willful lack of compliance. While the Court  
9 would agree that Jesus does not currently have an ability to make that happen,  
10 over the last many, many years that order has been put in place, he did have the  
11 ability. So, the Court is inclined to find Jesus in contempt for failure to carry  
12 that life insurance policy that he was ordered to carry so many years ago, and  
13 an order that was not challenged until recently.

14 14. As far as the reimbursed medical expenses, that list has been provided, and  
15 there is a 30/30 rule in place. The Court has some concerns with regard to the  
16 willfulness in order to make that finding. So while those obligations continue,  
17 and it appears that they have not been complied with, the Court cannot find  
18 contempt based upon the current financial circumstance that Jesus finds  
19 himself in.

20 15. With regard to the fees awards, as the Court indicated previously, they have  
21 already been reduced to judgment and can be executed upon. The Court is not  
22 sure it's appropriate to find contempt once an amount has been reduced to  
23 judgment. It plays in similarly with regard to the pension arrears. Certainly,  
24 those are appropriate. They are going to be bearing interest, but the Court does  
25 not think it can find contempt with regard to that. Certainly, the Court cannot  
26  
27  
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1 sanction with incarceration because Jesus is not represented by counsel under  
2 the *Davis* case.

3 16. Sanctions are appropriate, and although they may be uncollectible, I think the  
4 sanctions for the attorney's fees, should be awarded. This will require Mr.  
5 Willick an affidavit of fees and costs, and an *Affidavit of Fees and Costs*, a  
6 *Brunzell Affidavit*, and a blank in an *Order* for the Court to include an award  
7 of fees that the Court will as Mr. Willick to prepare.

8 17. As far as the indemnification QDRO, while the Court would be inclined to  
9 consider that relief, it does not think it is able to do so with the pendency of the  
10 appeal, so the Court is inclined, and it can be deferred pending a determination  
11 of whether the Supreme Court would like this Court to go forward with that.

12 18. As far as the request to modify child support, it does appear under the financial  
13 information that the Court has before it currently that it is appropriate for the  
14 court to review child support. It looks like there is more than a 20% swing  
15 since the April 2020 *Financial Disclosure Forms* were filed. If child support  
16 was reviewed, the Court would be inclined to modify the child support. Based  
17 on the financial information, gross monthly income of Catherine is \$4,116.00.  
18 The gross monthly income of Jesus is \$2518.00. Applying NAC 425 would  
19 result in child support of \$255.00 a month to Jesus, and the Court is inclined  
20 to make that modification, but doesn't know that it has the ability with the  
21 pendency of the appeal, but certainly that can be taken up to the appellate  
22 courts, and they can make that determination at that point.

23 19. Certainly, the parties need to share in out-of-pocket costs, including premiums  
24 for the support of the child, and that is an offset that needs to be applied.  
25  
26  
27  
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- 1 20. If no one gets a *Honeycutt Order*, the Court would entertain an accounting  
2 *Motion* to go over all the potential offset issues at the time of the conclusion  
3 of the appeal if there is not a partial remand for that purpose.  
4 21. Under NAC 425.025, a benefit on behalf the child is not calculated as part of  
5 income for calculation for child support.  
6

7 THE COURT IS INCLINED TO ORDER THE FOLLOWING:

- 8 1. Jesus's *Motion for Discovery on Defendant's Income* is denied.  
9 2. Jesus's request to set the matter for trial is denied.  
10 3. Jesus's request for the Court to acknowledge the statute of limitations with  
11 regard to the pension is denied.  
12 4. Jesus's request for the Court to stay the collection pending appeal is denied.  
13 5. Jesus's request for the Court to stay the QDRO pending appeal is denied.  
14 6. Catherine's *Countermotion* to declare Jesus a "vexatious litigant" is granted for  
15 filings made between October, 2020 to today's hearing. Jesus shall be unable  
16 to directly file any documents with the Court. All of Jesus's requests for relief  
17 (in the form of documents submitted to the court in any form) must be  
18 submitted to chambers for approval or disapproval prior to them being filed,  
19 and prior to requiring Catherine to respond.  
20 7. With regard to Jesus's failure to carry a life insurance policy on himself  
21 pursuant to the *Decree of Divorce* filed February 26, 2013, and reiterated in the  
22 *Order from the May 6, 2020* hearing, as listed in the *Order to Show Cause*  
23 issued on February 24, 2021, Jesus is in contempt.  
24 8. With regard to the unreimbursed medical expenses pursuant to the 30/30 rule,  
25 as listed in the *Decree of Divorce* filed February 26, 2013, and reiterated in the  
26 *Order from the May 6, 2020* hearing, as listed in the *Order to Show Cause*  
27  
28

1 issued on February 24, 2021, the Court cannot find contempt based upon the  
2 current financial circumstance that Jesus finds himself in.

3 9. With regard to the fees awards, tax reimbursements and the PERS arrears, as  
4 listed in the *Order to Show Cause* issued on February 24, 2021, they have  
5 already been reduced to judgment, continue bearing interest, and can be  
6 executed upon.

7 10. Sanctions against Jesus are appropriate in the form of fees. The Willick Law  
8 Group shall submit an *Affidavit of Fees and Costs*, a *Brunzell Affidavit*, and a  
9 blank in an order for the Court to include an award of fees.

10 11. As far as the indemnification QDRO, the Court will not rule on that issue until  
11 the Supreme Court renders its decision on appeal.

12 12. As far as the request to modify child support, Jesus can take the request up to  
13 the appellate courts given the appeal is pending, and they can make that  
14 determination at that point.

15 13. The parties need to share in out-of-pocket costs, including premiums for the  
16 support of that child, and that is an offset that needs to be applied.

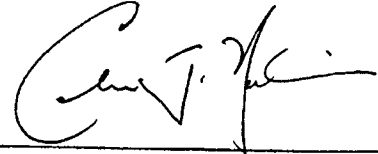
17  
18 **THE COURT ORDERS THE FOLLOWING:**

19 14. Attorney's fees <sup>in the form of sanctions</sup> and costs are awarded from Jesus to Catherine in the amount  
20 *C. J. Fee* of \$ 5,245.00, ~~due on or before~~ \_\_\_\_\_, and are reduced to  
21 judgment and collectible by all lawful means.

22 15. ~~Sanctions are awarded from Jesus to Catherine in the amount of \$ \_\_\_\_\_,~~  
23 ~~due on or before \_\_\_\_\_, and are reduced to judgment and~~  
24 ~~collectible by all lawful means.~~

1 16. Mr. Willick is to prepare the *Order*.

2 Dated this 19th day of May, 2021

3  
4   
5

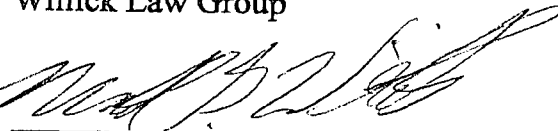
6 C5A 87B 50A0 C08A  
7 Charles J. Hoskin  
8 District Court Judge

mb

9 Respectfully Submitted By:

Reviewed as to Form & Content

10 Willick Law Group

11 

12 MARSHAL S. WILICK, ESQ.  
13 Nevada Bar No. 2515  
14 LORIEN K. COLE, ESQ.  
15 Nevada Bar No. 11912  
3591 E. Bonanza, Suite 200  
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(702) 438-4100 Fax (702) 438-5311  
Attorney for Defendant

16   
17 JESUS AREVALO  
18 4055 Box Canyon Falls  
19 Las Vegas, NV 89085

20 P:\wp19\DELAO,CDRAFTS\00490001.WPD\my

1 CSERV

2 DISTRICT COURT  
3 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: 5/19/2021

15 Lorien Cole

lorien@willicklawgroup.com

16 Marshal Willick

marshal@willicklawgroup.com

17 Reception Reception

email@willicklawgroup.com

18 Mallory Yeargan

Mallory@willicklawgroup.com

19 Jesus Arevalo

wrath702@gmail.com

20 Jesus Arevalo

vinni702@yahoo.com

21 Charles Hoskin

deptelc@clarkcountycourts.us

Exhibit “3”





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

DISTRICT COURT  
CLARK COUNTY, NEVADA

JESUS LUIS AREVALO,  
Plaintiff,

vs.

CATHERINE AREVALO,  
Defendant.

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

ORAL ARGUMENT REQUESTED?  
YES

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

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

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

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

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

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

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

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

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

16 Dated this 11th day of October, 2021.

17 /s/ Jesus Luis Arevalo

18 JESUS LUIS AREVALO  
19 Plaintiff in Proper Person  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

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

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

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

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

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

1 This misrepresentations states as follows:

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

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

13 What is ACTUALLY stated is:

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

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

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

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

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

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

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

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

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

25 At this time, Plaintiff has sought an actuary, and been informed that a CPA acts  
26 as an actuary. He has paid for these services to determine an appropriate figure as to  
27  
28

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

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

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

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

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

### 23 **LIFE INSURANCE**

24 Plaintiff has attempted to obtain a policy of life insurance, as directed by this  
25 court. He scheduled a doctors appointment on 8/30/21; and completed blood work  
26 on 9/9/21. He recently received his results. Plaintiff was thereafter DENIED  
27  
28

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

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

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

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

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

#### 17 INDEMNIFICATION QDRO

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

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

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

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

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

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

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

## 13 14 COUNTERMOTION

### 15 16 1. Child Support and Arrears Issues

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 26 **OTHER BAD FAITH ACTS OF DEFENDANT**

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

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

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

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

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

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

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

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

#### 14 ATTORNEY FEES

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

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

1 Additionally, in family law cases, the district court “must also consider the  
2 disparity in income of the parties when awarding fees.” (Citing *Wright*, 114 Nev. At  
3 1370, 970 P.2d at 1073.)

4 Defendant’s monthly income from 4/2020 to 09/2020 was \$10,170.40. Her net  
5 worth after her husband passed in April 2020 was about \$275,000. (\$200,000  
6 Farmers Life Insurance Policy and a \$35,000 Loomis Employer life Insurance  
7 Policy.) Defendant also received about \$40k for an IBM 401k. This monthly income  
8 is verifiable with the FDF she filed in Oct 2020. The Life insurance policies and  
9 401k(s) are verifiable from the Estate case.

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

### 13 CONCLUSION

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

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

17 /s/ Jesus Luis Arevalo

18  
19 \_\_\_\_\_  
JESUS LUIS AREVALO

20 Plaintiff in Proper Person  
21  
22  
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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 opposition  
6    and counter motion is true and correct.

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

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

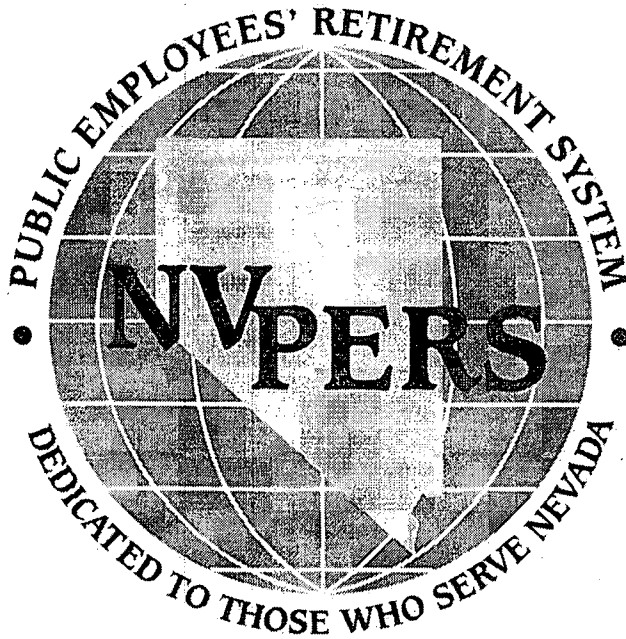
14           4.     I request I be awarded fees and costs. I incurred costs of properly valuating  
15   the PERS policy, and the QDRO needs to be corrected immediately.

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

18           Dated this 11th day of October, 2021.

19                                    /s/ Jesus Luis Arevalo

20                                    JESUS LUIS AREVALO



**PERS Benefits  
and  
Qualified Domestic  
Relations Orders**

[www.nvpers.org](http://www.nvpers.org)

— E "J" —



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

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

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

## **The Estimate Process**

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

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

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

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

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

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

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

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

### **The Negotiation Process**

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

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

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

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

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



9800 Fredericksburg Road  
San Antonio, Texas 78288

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

September 29, 2021

Reference: Life Insurance Application Status

Dear Mr. Arevalo,

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

USAA number: 23909015  
Pending policy number: T746203858

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


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

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

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

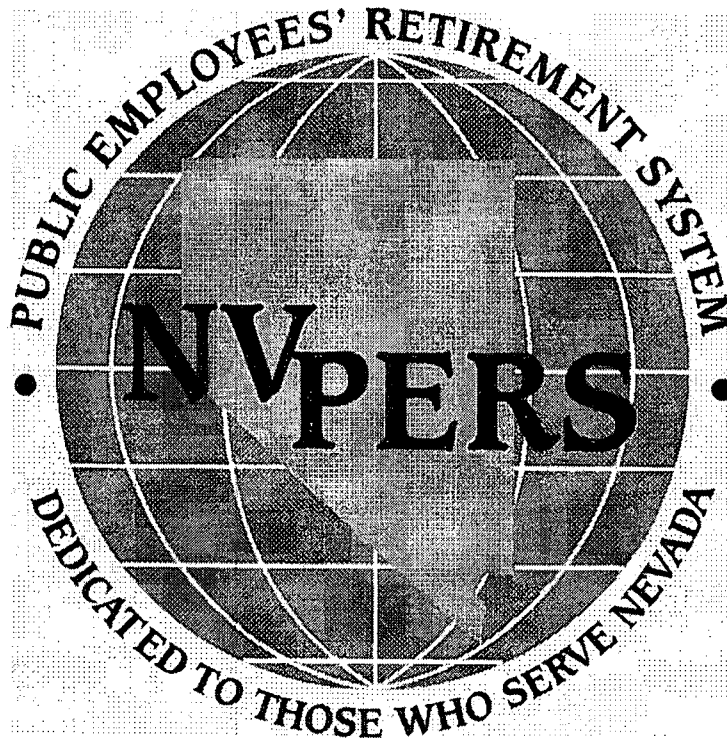
If you have questions about the decision on this life insurance application, please call me directly at 800-235-8741, ext. 2-3162. Please contact us if you need further assistance.

Sincerely,

  
Ken Denney  
Underwriting Team 2  
USAA Life Insurance Company

Enclosure

Ex "2"  
all



*Official Policies*

*Of the*

**PUBLIC EMPLOYEES' RETIREMENT  
SYSTEM OF NEVADA**

693 West Nye Lane  
Carson City, Nevada 89703

Effective: July 1, 2019

Ex "3"

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

286.6703      13.8      Receipt of a judgment, decree, or order which does not comply with Chapter 286 of NRS, or the System's Policies, will serve as a temporary notice to the System of a forthcoming order regarding distribution of a member's benefit. Any attempts to obtain a refund of contributions from such member's account will not be allowed for a period of 90 days from receipt by the System of such judgment, decree, or order.

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

286.6703      13.10      If a retired employee submits a judgment, decree or order awarding a portion of their benefit to an alternate payee, the benefit change will be effective with the next monthly check run following the receipt of the approved certified copy of the order.

\* 286.6703      13.11      If a judgment, decree, or order indicates that arrearages are owed by the member or retired employee to an alternate payee, the System will not participate in the collection of these arrearages. Arrangements for payment must be made between the two parties.

286.6703      13.12      If a retired employee returns to work for a Nevada public employer in a position eligible for membership and fails to notify the System in a timely manner, as delineated in NRS 286.520(2)(a), the retired employee is responsible for reimbursing the System for all benefits that have been overpaid, including any benefits paid to his alternate payee.


286.6703      13.13      If the retired employee's account is suspended for any reason, his alternate payee's account shall also be suspended. If the retired employee's account is canceled, the alternate payee's benefit shall be stopped indefinitely unless the alternate payee is the beneficiary under one of the Options 2 through 7.

286.6703      13.14      If the judgment, decree, or order indicates that the System is to pay the alternate payee for a specific period of time, it is the responsibility of the retired employee to apprise the System 30 days prior to the date the payments to the alternate payee are to stop or change.

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

**FW: Delao Arevalo hearing**

Lorien Cole <lorien@willicklawgroup.com>

Fri, Jun 5, 2020 at 11:41 AM

To: J Rev <wrath702@gmail.com>

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

Dear Mr. Arevalo,

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

Schedule

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

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

Subpoena

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

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

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

Insurance

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

Ex "4"





Select Page

## Child Support

### How Does Child Support Work in Nevada? ...



Child support calculator effective February, 2020:

Willick Law Group Child Support Calculator

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

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

Ex "S" 216

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

## Nevada Child Support Formula

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

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

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

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

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

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

## Free Tools to Calculate Child Support Under the Regulations

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

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

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

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

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

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

## Details on How the New Regulations Calculate Support Obligations

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

1. Salary and wages, including, without limitation, money earned from overtime pay if such overtime pay is substantial, consistent and can be accurately determined.
2. Interest and investment income not including the principal.
- \* 3. Social Security disability and old-age insurance benefits under Federal law.
4. Any periodic payment from a pension, retirement plan or annuity that is considered "remuneration for employment."
5. Net proceeds resulting from workers' compensation or other personal injury awards intended to replace income.
6. Unemployment insurance.
7. Income continuation benefits.
8. Voluntary contributions to a deferred compensation plan, employee contributions to an employee benefit or profit-sharing plan, and voluntary employee contributions to any pension or retirement account, regardless of whether the account provides for tax deferral or avoidance.
9. Military allowances and veterans' benefits.
10. Compensation for lost wages.

11. Undistributed income of a business entity in which a party has an ownership interest sufficient to individually exercise control over or access the earnings of the business, unless the income is included as an asset for the purposes of imputing income pursuant to a separate section of the proposed guidelines.

The regulations further define what is included:

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

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

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

13. Alimony.

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

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

1. Child support received.

2. Foster care or kinship care payments.

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

4. Cash benefits paid by a country.

5. Supplemental security income benefits and state supplemental payments.

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

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

## Other Notable Changes from Prior Nevada Child Support Law

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

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

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

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

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

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

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

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

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

## Other Statutory and Case Law Requirements for Child Support Orders

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

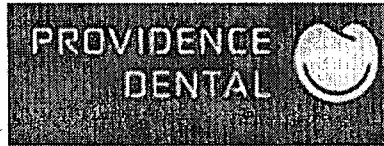
Where the parents are separated, and only one of them has been providing for the child, it is possible to obtain an order for up to four years' back support. Once a support award has been established, however, amounts that have accrued are generally not retroactively modifiable.

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

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

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

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



To Whom it May Concern –

09/29/2021

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

As our records indicate –

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

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

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

Ex 11/11

221

# Message Report

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

Number of messages: 1

Timezone: America/Los\_Angeles

Parents: Jesus Arevalo, Catherine Delao

Child(ren): Louie Arevalo

Third Party:



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

## Message 1 of 1

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

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

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

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

?

No receipt ???

Ex 1170 222

# Message Report

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

Number of messages: 1

Timezone: America/Los\_Angeles

Parents: Jesus Arevalo, Catherine Delao

Child(ren): Louie Arevalo

Third Party:



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

## Message 1 of 1

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

As you know, Louie went to the optometrist.

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

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

No receipt ??

EYE DR.



# Message Report

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

Number of messages: 1

Timezone: America/Los\_Angeles

Parents: Jesus Arevalo, Catherine Delao

Child(ren): Louie Arevalo

Third Party:



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

## Message 1 of 1

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

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

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

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

No receipt & outside  
30/30 rule.

I'm in collections  
on this bill.



Toledo, OH 43607-0475

004588  
0101

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



<b>FOR CREDIT CARD PAYMENT PLEASE FILL OUT BELOW</b>					
	<input type="checkbox"/> MASTER CARD		<input type="checkbox"/> DISCOVER		<input type="checkbox"/> VISA
CARD NUMBER			EXPIRATION DATE		
SIGNATURE					
DATE DUE		AMOUNT DUE		ACCOUNT NUMBER	
05/27/20		\$63.16		12G6769903	
STATEMENT DATE		<b>SHOW AMOUNT PAID HERE</b>			
05/07/2020					
				\$	

PLEASE PUT ACCOUNT # ON YOUR CHECK AND REMIT TO THE ADDRESS BELOW:

HEALTHCARE PARTNERS MEDICAL GROUP  
Mailstop: 18068982  
PO BOX 660535  
DALLAS, TX 75266-0535



1806898200000000000000000000000012667699030507202000000063169

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER	MAKE CHECK PAYABLE TO:
12G6769903	HEALTHCARE PARTNERS

PAGE #: 1

PATIENT NAME INVOICE NUMBER	DATE OF SERVICE AND / OR TRANSACTION DATE	PROVIDER	DESCRIPTION OF ACCOUNT ACTIVITY	CHARGES	ADJUSTMENTS OR AMOUNTS PAID BY YOUR INSURANCE	AMOUNT YOU PAID	YOUR CURRENT BALANCE
LUIS AREVALO INV #: 70772912	03/24/20	NAIMAN MD	PROFESSIONAL VISIT	\$152.00			
	04/02/20		Copayment/Patient Payment			\$-25.00	
	04/03/20		INSURANCE BILLED				
	04/24/20		NV AETNA PAYMENT		\$-0.00		
			Contractual Adjustment		\$-63.84		
			TOTAL DUE THIS INVOICE:				\$63.16

## IMPORTANT MESSAGE FOR YOU!

Thank you for your payment. Note: There is still a balance remaining on your account. Please remit payment or contact the Billing Division to make arrangements. Thank you. Office Hours: 8:00 am to 3:30 pm PST Monday thru Friday Pay your bill on-line at [www.hcprv.com](http://www.hcprv.com), Patient Resources and select "Make a Payment"



**TOTAL  
AMOUNT  
DUE**  **\$63.16**

FOR BILLING INQUIRIES CALL:  
844-358-5093



**HealthCare Partners Nevada**  
an Intermountain Healthcare company

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

424401-HCPNVSTMT-816305-407448729-P; 2004823-2-213; 31848099-1; 1

225

No Our family wizard  
on this next bill.

8/18/20

9/29/20

10/27/20

11/05/20

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

\$ 270.86

IN COLLECTIONS



**Billing Details**

Page 3 of 4



CONTINUED

Patient	LOIS AREVALO	Provider	NAIWAN MD	Invoice Number	72337488
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DATE	SERVICE DETAILS	CHARGES AMOUNTS	ADJUSTMENTS OR AMOUNTS PAID BY YOUR INSURANCE	AMOUNT YOU PAID	PATIENT BALANCE
09/29/20	PROFESSIONAL VISIT	\$218.00			
09/29/20	INJECTION ADMINISTRATION	\$70.00			
09/29/20	INJECTION ADMINISTRATION	\$54.00			
09/29/20	IMMUNIZATIONS	\$65.00			
09/29/20	IMMUNIZATIONS	\$278.00			
10/27/20	NV MULTIPLAN PHCS PAYMENT		\$247.46		
	Contractual Adjustment			\$234.25	
					\$203.29

Total				\$270.88
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003118  
0102

# Message Report

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

Number of messages: 1

Timezone: America/Los\_Angeles

Parents: Jesus Arevalo, Catherine Delao

Child(ren): Louie Arevalo

Third Party:



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

## Message 1 of 1

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

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

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

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

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

Incident of  
Catherine assueltting  
my wife during  
a child exchange.

# Message Report

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

Number of messages: 1

Timezone: America/Los\_Angeles

Parents: Jesus Arevalo, Catherine Delao

Child(ren): Louie Arevalo

Third Party:



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

LVMPD

Event # 210200107017

## Message 1 of 1

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

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

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

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

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

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

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

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

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

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

# Message Report



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

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

Number of messages: 1

Timezone: America/Los\_Angeles

Parents: Jesus Arevalo, Catherine Delao

Child(ren): Louie Arevalo

Third Party:

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## Message 1 of 1

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

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

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

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

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

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

---

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

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

After being told not to, my son was being disrespectful, again. So I went to his room, grabbed him by the shoulder, spun him around to spank him. He put his hands in front of his butt so basically I smacked his hands. I'm pretty sure you know when you wrestle with him his thing is to drop to the floor to get away. He went to do that & I didn't catch him, I just let him fall. I told him he had never spoken to his Dad like that nor does he speak to his father like that so I don't understand why he thinks it's ok to speak to me like that. I told him I wasn't going to tolerate it anymore. He was restricted to his room for the rest of the night.

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



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

---

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

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

**Subject:** Louie's discipline

---

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

# Message Report

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

Number of messages: 1

Timezone: America/Los\_Angeles

Parents: Jesus Arevalo, Catherine Delao

Child(ren): Louie Arevalo

Third Party:



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

## Message 1 of 1

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

You will stop at nothing to continue to harass me.

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

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

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

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

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

CPS REPORT  
FILED

# Message Report



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

Number of messages: 1

Timezone: America/Los\_Angeles

Parents: Jesus Arevalo, Catherine Delao

Child(ren): Louie Arevalo

Third Party:

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

## Message 1 of 1

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

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

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

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

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


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

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

Catherine causing more  
scenes in front of our son.

## Message Report

Generated: 10/09/2021 at 12:25 AM by Jesus Arevalo  
Number of messages: 1  
Timezone: America/Los\_Angeles  
Parent(s): Jesus Arevalo, Catherine Delao  
Child(ren): Louie Arevalo  
Third Party:

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

### Message 1 of 1

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

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

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

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

Duly noted

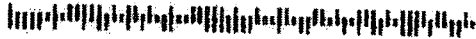
On 08/25/2021 at 05:16 PM, Jesus Arevalo wrote:

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

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

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

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



0001243 00016024 2 MB 0.439 0514M3MCSSPN T110 P11



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

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

**What We Will Pay And When**

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

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

**Other Social Security Benefits**

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

Enclosure(s):  
Pub 05-10077

C

See Next Page

SD.00221

Ex "8" 236

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

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



0000574 00014734 3 MB 0.439 0514M3MCS5PI T101 P10



CATHERINE DELAO FOR  
LUIS JESUS AREVALO  
7861 N JONES BLVD  
LAS VEGAS, NV 89131-2120

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

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

**What We Will Pay And When**

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

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

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

C

See Next Page

~~SD-00222~~

237

**Fidelity NetBenefits®**[www.netbenefits.com](http://www.netbenefits.com)**IBM Benefits Center – Provided by Fidelity**

866-937-0720

**Deaf or Hard of Hearing Access**

800-426-6537

**International Access**

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

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

May 20, 2020

Re: Steven Delao, IBM Benefits  
IBM Serial: 323476

Dear Mrs Delao:

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

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

Sincerely,

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

SA

**Enclosures**

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

## IBM BENEFITS STATEMENT

Employee Name: Steven Delao  
IBM Serial Number: 323476

### \* IBM 401(k) Plus Plan

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

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

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

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

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

### \* Pension Payments

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

### Joint and Survivor Benefits

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



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

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



### **Health Benefits Coverage**

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

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

June 4, 2020

09

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

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



Dear Catherine M Delao:

Please accept our deepest sympathy in this time of sorrow.

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

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

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

Sincerely,

State Farm Life Claims

Enclosure(s)

**Explanation of Benefits for Policy LF-3647-5152**

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

**Benefits Available**

Life Policy Face Amount: \$200,000.00

**Additions:**

Premium Refunded: \$119.57

**Total Additions:** \$119.57

**Total Benefits Available:** \$200,119.57

**Interest:**

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

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

**Placing in a State Farm Benefit Management Account**

The current annual interest rate is subject to change.

\$200,543.44

Apr. 16. 2007 11:14AM

No. 1509 P. 8



**STATE FARM LIFE INSURANCE COMPANY**  
Bloomington, Illinois

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

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

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

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

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

Date Signed 04/17/2007 Signature of Proposed Insured 1 [Signature] Signature of Proposed Insured 2 [Signature]  
(Signature of parent or guardian if juvenile application)  
Maiden or Former Name \_\_\_\_\_ Maiden or Former Name \_\_\_\_\_  
(Life & VUL) 12-16-2003

106441

DELAO01056  
MSJ0029

243



**Re: Steven Delao**

**CERTIFICATION OF CUSTODIAN**

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

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

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

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

Executed on: February 17, 2021

*Devanshi Mishra*

**Devanshi Mishra**  
Custodian of Records, MetLife

DELAO00914

MSJ0059

244

## Claim Payment Overview List

## END OF PAYMENTS LIST

Insured Name: STEVEN DELAO

Claim Number: 22004013956

Insured SSN: [REDACTED]

Customer Name: LOOMIS

Employee ID:

Dependent Name:

M&amp;A Number:

Team Code: G

Special Handling Required?: YES

Claim Status: CLOSED

Feed From: Metlink

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

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

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**Address:** To all registered service contacts pertaining to this case via the court's Odyssey system.

/S/ Jesus Luis Arevalo  
PERSON SERVING

# Woman's Life<sup>®</sup>

connection. community. cause.

November 22, 2021

JESUS L AREVALO  
4055 BOX CANYON FLS  
N LAS VEGAS NV 89085-4422

Re: Application No. XXXXX0679

Dear Mr. Arevalo:

Thank you for providing Woman's Life the opportunity to consider your recent application for insurance and membership. After careful consideration, the application cannot be issued due to medical history. We can reconsider your eligibility with completion of referrals for hematology, cardiology, and neurology.

You may obtain additional information about this decision by completing the enclosed form, NB-75 Underwriting Results Authorization, authorizing Woman's Life to disclose the information to a physician of your choice. We provide the information in this manner to protect the confidentiality of your health information, and so your medical provider can answer any questions or concerns you may have. Please provide the physician's full name and address, and sign and date your request. We will then disclose the medical information to the physician by letter.

We are sorry that our decision could not have been more favorable.

Sincerely,

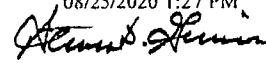


Vickie Fournier  
Director of Member Service

Cc: William Rohac  
File



Exhibit “4”

  
CLERK OF THE COURT

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

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

JESUS LUIS AREVALO,  
Plaintiff,

vs.

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

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

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

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

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

\*\*\*\*\*

<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.

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

17 **THIS COURT FINDS** as follows:

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

21 Jesus is a Participant in the Public Employee's Retirement System ("PERS").

22 2. Jesus is a Participant in the Public Employee's Retirement System ("PERS").

23 3. Jesus Arevalo ("Jesus"), and Catherine Delao ("Catherine"), were married on  
24 June 28, 2008.

25 4. The parties' *Order from Divorce Trial of May 18, 2012, and Decree of Divorce*  
26 *from Decision of May 22, 2012 and Subsequent Hearing on October 30, 2012* was

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1 filed on February 26, 2013, in Clark County, Nevada. Pursuant to the parties'  
2 *Decree*, the date of trial, May 18, 2012, shall be used as the community end date.

3 5. To avoid violation of the governing Nevada statutes (NRS 603A.040 and NRS  
4 239B.030), the Code of Federal Regulations (5 U.S.C. § 552a, Privacy Act of 1974),  
5 and court rules concerning privacy, the parties' dates of birth, and Social Security  
6 Numbers are to be provided to the State of Nevada Public Employees Retirement  
7 System (PERS) in a separate cover letter simultaneously submitted with this *Order*.

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

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

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

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

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

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

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

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

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

15 3. This order does not require the retirement system to make payments to  
16 an Alternate Payee prior to the retirement of a Participant or the distribution to or  
withdrawal of contributions by a Participant.

17 4. The Participant shall make payments directly to the Alternate Payee, of  
18 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.

19 5. The benefit to be payable to the Alternate Payee shall be calculated by  
20 means of a formula as follows, using Option 1 to calculate the Alternate Payee's  
21 benefit: All service credits accrued by Member during the parties' marriage from July  
22 28, 2008, through and including May 18, 2012, as the numerator, and all service  
credits accrued as the denominator, multiplied by one-half. The Alternate Payee shall  
share in any post retirement increases, to the extent of her marital share.

23 6. The Alternate Payee shall be entitled to the benefit as stated above,  
24 beginning the date of the Participant's retirement until the death of the Participant or  
Alternate Payee, whichever occurs first.

25 **IT IS FURTHER ORDERED** that Jesus has waived any privacy or other  
26 rights as may be required for Catherine to obtain information relating to Jesus' date  
27 of retirement, final grade and step, and pay, present or past retired pay, or other such  
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PERS Of Nevada

1 information as may be required to enforce the award made herein, or required to  
2 revise this *Order* so as to make it enforceable. PERS is hereby authorized to provide  
3 specific information to Catherine from the retirement file of Jesus for purposes of  
4 issues related to this *Order*.

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

10 **IT IS FURTHER ORDERED** that a certified copy of the *Order* shall  
11 be served upon the Plan Administrator. Said *Order* is subject to review by the  
12 Administrator and if approved by the Administrator, is effective on the date set forth  
13 herein. If this *Order* is determined by the Administrator to be a QDRO, then the Plan  
14 Administrator shall, within a reasonable period of time after delivery of this *Order*,  
15 notify the Participant and the Alternate Payee of such determination. If the  
16 Administrator determines that the *Order* does not qualify as a QDRO, the  
17 Administrator shall, within a reasonable period of time, notify the Participant and the  
18 Alternate Payee of the reasons for such determination and shall, if the parties are  
19 married and if the Participant is to retire within 90 days of the *Order*, maintain the  
20 benefits under Option 2 as set forth in NRS 286.545 for a period of 90 days from the  
21 date of the Participant's retirement to allow modification of this *Order* for  
22 qualification. If the *Order* does not comply and the parties are divorced, pursuant to  
23 PERS Official policy 13.8, this *Order* will serve as a temporary notice to the System  
24 of a forthcoming *Order* regarding distribution of a member's benefit.

25 **IT IS FURTHER ORDERED** that the Court shall retain jurisdiction to enter  
26 such further orders as are necessary to enforce the award of benefits as specified  
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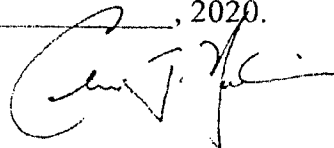
SEP 08 2020

PERS Of Nevada

1 herein and in the *Order from Divorce Trial of May 18, 2012, and Decree of Divorce*  
2 *from Decision of May 22, 2012 and Subsequent Hearing on October 30, 2012*, calling  
3 for the filing of this QDRO, and the allocation of related rights and responsibilities  
4 set out above, in accordance with the provisions of Nevada case and statutory law,  
5 including the re-characterization thereof as a division of Civil Service or other  
6 retirement benefits.

7 **IT IS FURTHER ORDERED** that this *Order* shall be governed by the rules  
8 of the Plan and, in the event of a conflict between this *Order* and the *Order from*  
9 *Divorce Trial of May 18, 2012, and Decree of Divorce from Decision of May 22,*  
10 *2012 and Subsequent Hearing on October 30, 2012*, the terms of this *Order* shall  
11 prevail.

12  
13 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020. Dated this 25th day of August, 2020

14  
15 

16 **DISTRICT COURT JUDGE** sk  
17 6D8 D58 CE43 FE97  
18 Charles J. Hoskin  
District Court Judge

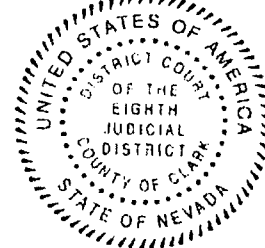
17 Respectfully Submitted By:  
18 Willick Law Group

19 */s/ Marshal S. Willick*

20 **MARSHAL S. WILICK, ESQ.**  
21 Nevada Bar No. 2515  
22 **LORIEN K. COLE, ESQ.**  
23 Nevada Bar No. 11912  
24 3591 E. Bonanza, Suite 200  
25 Las Vegas, Nevada 89110-2101  
26 (702) 438-4100 Fax (702) 438-5311  
27 Attorney for Defendant  
28

Prescript DELA00.CDRACFS0043523.WPD.dms

September 1, 2020



CERTIFIED COPY  
ELECTRONIC SEAL (NRS 1.190(3))

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PERS Of Nevada

1 CSERV

2 DISTRICT COURT  
3 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 Qualified Domestic Relation Order was served via the court's  
14 electronic eFile system to all recipients registered for e-Service on the above entitled case as  
listed below:

15 Service Date: 8/25/2020

16 Lorien Cole

lorien@willicklawgroup.com

17 Reception Reception

email@willicklawgroup.com

18 Mallory Yeargan

Mallory@willicklawgroup.com

19 Jesus Arevalo

wrath702@gmail.com

20 Jesus Arevalo

vinni702@yahoo.com

21  
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24 RECEIVED  
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26 PERS OF Nevada  
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Exhibit “5”

**ORDR**

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

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

JESUS LUIS AREVALO,  
Plaintiff,

vs.

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

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

DATE OF HEARING: 11/3/21  
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.
- 27  
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- 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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**THE COURT ORDERS THE FOLLOWING:**

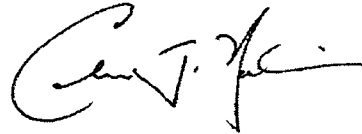
1. Catherine’s request for an Indemnification QDRO is hereby granted as an ability to collect on judgments and enforce orders of the Court.
2. That the increase in the amount of the judgment is denied.
3. That vacations take precedence over regular visitation, and no compensatory time shall be provided for visitation or holidays.
4. That modification of legal custody is denied.
5. That Catherine shall arrange a life insurance broker, and Jesus shall cooperate with obtaining the policy.
6. That electronic service on Jesus is acceptable in place of personal service from this point moving forward.
7. That Jesus’ countermotion was filed without the Court’s permission and is therefore denied.
8. Catherine’s request for attorney’s fees on the issue of contempt is denied.

\*\*\*\*\*  
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1 9. That attorney's fees and costs are awarded from Jesus to Catherine for her  
2 having to prepare an opposition to his countermotion in the amount of  
3 \$ 2,955.00, ~~due on or before~~ \_\_\_\_\_, and are reduced to  
4 judgment and collectible by any legal means bearing the legal rate of interest  
5 until paid in full.

6 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

12 Respectfully Submitted By:  
13 Willick Law Group

14 // s // Richard L. Crane, Esq.

15 MARSHAL S. WILLICK, ESQ.  
16 Nevada Bar No. 2515  
17 RICHARD L. CRANE, ESQ.  
18 Nevada Bar No. 3596  
19 3591 E. Bonanza, Suite 200  
20 Las Vegas, Nevada 89110-2101  
21 (702) 438-4100 Fax (702) 438-5311  
22 Attorney for Defendant

23 C:\Users\Mallory\AppData\Local\Temp\WBGX\11904.0\OPEN\001\Order from November 3, 2021, Hearing (00529977-2x7A582).wpd\MY

1 CSERV

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

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

19 Jesus Arevalo

wrath702@gmail.com

20 Jesus Arevalo

vinni702@yahoo.com

21 Charles Hoskin

deptelc@clarkcountycourts.us



Exhibit “6”

DISTRICT COURT  
CLARK COUNTY, NEVADA

Jesus Luis Arevalo, Plaintiff

CASE NO: D-11-448514-D

vs.

DEPT. NO. Department E

Catherine Marie Arevalo,  
Defendant.

**EMAIL SUBMISSION ACCEPTED NOTICE**

A document has been filed into the case. Please go to Eighth Judicial District Court Portal  
(<https://www.clarkcountycourts.us/Portal/>) for more information.

**Submission Details:**

Subject: D-11-448514-D;ORD; In the Matter of Jesus Luis Arevalo

Received Time: 2/28/2023 8:17:04 AM

Verification codes: 53B 875 600C 214E

Never provided  
actual order  
of appointment.

DISTRICT COURT  
CLARK COUNTY, NEVADA

Jesus Luis Arevalo, Plaintiff

CASE NO: D-11-448514-D

vs.

DEPT. NO. Department E

Catherine Marie Arevalo,  
Defendant.

**EMAIL SUBMISSION ACCEPTED NOTICE**

A document has been filed into the case. Please go to Eighth Judicial District Court Portal  
(<https://www.clarkcountycourts.us/Portal/>) for more information.

**Submission Details:**

Subject: BNCH D-11-448514-D Jesus Luis Arevalo v. Catherine Arevalo n/k/a Catherine  
Delao - Bench Warrant

Received Time: 4/7/2023 4:25:02 PM

Verification codes: 630 532 5350 D148

No actual  
warrant provided,  
with Judges  
signature or  
time stamp

DISTRICT COURT  
CLARK COUNTY, NEVADA

Jesus Luis Arevalo, Plaintiff

CASE NO: D-11-448514-D

vs.

DEPT. NO. Department E

Catherine Marie Arevalo,  
Defendant.

**EMAIL SUBMISSION ACCEPTED NOTICE**

A document has been filed into the case. Please go to Eighth Judicial District Court Portal  
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**Submission Details:**

Subject: Arevalo; D-11-448514-D; ORDR

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actual order