

IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
Feb 13 2024 08:37 AM
Elizabeth A. Brown
Clerk of Supreme Court

MARIO ACCOMANDO,
Appellant(s),

vs.

GEORGEANN ROSE ACCOMANDO,
Respondent(s),

Case No: D-21-628915-D

Docket No: 87888

RECORD ON APPEAL VOLUME 3

ATTORNEY FOR APPELLANT
MARIO ACCOMANDO, PROPER PERSON
8546 PROCYON ST.
LAS VEGAS, NV 89139

ATTORNEY FOR RESPONDENT
MARIA L. MILANO, ESQ.
3655 PEPPER LANE, STE 102
LAS VEGAS NV 89120

D-21-628915-D Georgann Rose Accomando, Plaintiff vs. Mario Accomando,
Defendant.

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DOCUMENT,
NUMBERED PAGE(S)
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WILL FOLLOW VIA
U.S. MAIL



1 `ROC
2 MARIA L. MILANO, ESQ.
3 Nevada Bar No. 7121
4 **REZA ATHARI & ASSOCIATES**
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9 Fax: (702) 458-8508
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11 Attorney for Plaintiff,
12 GEORGANN ROSE ACCOMANDO
13
14
15

16 **DISTRICT COURT FAMILY DIVISION**

17 **CLARK COUNTY, NEVADA**

18	GEORGANN ROSE ACCOMANDO,)	
19		)	CASE NO: D-21-628915-D
20	Plaintiff,	)	DEPT NO: M
21)	
22	vs.)	
23)	
24	MARIO ACCOMANDO,)	
25	Defendant.)	
26)	

27 **RECEIPT OF CHECK**

28 I, the undersigned, hereby acknowledge receipt of Western
Union Money Order No. 19-353859631, issued by Defendant, Mario
Accomando and made payable to Plaintiff, Georgann R. Accomando in
the amount of One Thousand Dollars and Zero Cents (\$1,000.00)
pursuant to the order of this Court at the hearing held on
January 13, 2022 in the above-captioned case, this 9 day of
February, 2022.

Received by: 
GEORGANN ROSE ACCOMANDO,
Plaintiff

WESTERN UNION
MONEY ORDER

SMITHS #319

A 740963 D 020822
T 1103 03
193538596312 L 000319

\$ 1000.00

19-353859631

PAY EXACTLY ONE THOUSAND DOLLARS AND NO CENTS
PAY TO THE ORDER OF GEORGE ANTON A. ACCOMANDO PAYMENT FOR ACCT. #

8546 Procyon St., N. Vegas, NV 89139 *M. Accomando*

⑆102100400⑆ 40193538596312⑆

Mario Accomando
8546 Procyon St.
Las Vegas, NV 89139

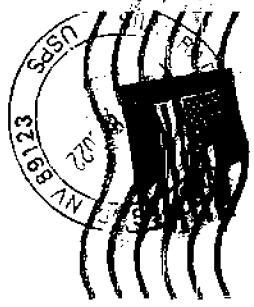


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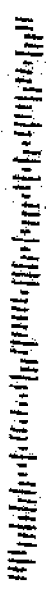
U.S. POSTAGE PAID
FOR LETTER
LAS VEGAS, NV
FEB 08, 22
AMOUNT
\$0.00
R2305K142271-11



BEZA ATHARI & ASS. PLLC
3365 PEPPER LN., SUITE 102
LAS VEGAS, NV 89120

MILANO

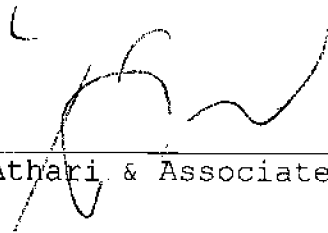
65120-276527



CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of February, 2022 pursuant to NRCP 5(a), EDCR 7.26(a) and NEFCR 9, I served the foregoing, RECEIPT OF CHECK: X by Odyssey (the Court's electronic service system) / ☐ by depositing a true and complete copy of the same in the United States mail at Las Vegas, Nevada, in a sealed envelope, upon which was affixed fully pre-paid First Class postage, addressed to the following:

Mario Accomando
8546 S. Procyon St.
Las Vegas, Nevada 89139
ninaal948@yahoo.com
Defendant in Proper Person



Employee of Reza Athari & Associates, PLLC

Amanda L. Hume
CLERK OF THE COURT

TMO

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

GEORGANN ROSE ACCOMANDO,

Plaintiff,

v.

MARIO ACCOMANDO,

Defendant.

CASE NO.: D-21-628915-D

DEPARTMENT: M

COURTROOM 4 – FAMILY COURT

CONTINUED TRIAL MANAGEMENT ORDER

PRE-HEARING MEMORANDUM DUE:	March 1, 2022
TRIAL DATE:	March 7, 2022 at 9:00 am - 12:00 pm
LENGTH OF TRIAL:	HALF DAY (3 HOURS) 1.5 hours per side, plus closing arguments

TO COUNSEL AND SELF-REPRESENTED LITIGANTS IN THIS MATTER:

You have received this Order as a result of the Court setting a Trial in your case. This Order sets forth critical dates and times related to that Trial; it is your responsibility to meet the deadlines set forth in this Order and to appear for the required proceedings. NOTE THAT THIS ORDER MAY DIFFER FROM OTHER DISTRICT COURT DEPARTMENTS' ORDERS.

IT IS HEREBY ORDERED pursuant to Administrative Order 21-04, this Trial will be conducted **in-person at the Family Court, 601 North Pecos Road, Las Vegas, Nevada 89101 in Department M, Courtroom #4.** All members of the public entering the building are required to wear face coverings at all times.

///

///

1 **IT IS FURTHER ORDERED** that this case will be tried in a manner directed by the Court.
2 A half-day setting is three hours, a full day setting is six hours; the time allotted is equally
3 divided between the parties.

4 **ON OR BEFORE FEBRUARY 28, 2022**

5 **IT IS FURTHER ORDERED** that counsel for the parties and/or parties who are self-
6 represented **must** comply with EDCR 5.525(a) and meet at least seven days prior to the
7 scheduled Trial for purposes of reaching any stipulations and agreements to simplify the issues
8 to be tried.

9
10 **IT IS FURTHER ORDERED** that the failure to conduct the EDCR 5.525(a) meeting will
11 result in the Court directing counsel/self-represented parties to conduct the meeting during the
12 first half hour scheduled for the Trial. The half hour used will reduce the total time each side
13 has to present their case by fifteen minutes.

14 **ON OR BEFORE MARCH 1, 2022**

15
16 **IT IS FURTHER ORDERED** that Pre-Trial Memorandums (Memorandums) are
17 mandatory and must be filed and served on the other party by the deadline above. The
18 Memorandums **must** include the information listed in EDCR 5.525(b)(1)-(12), including the
19 proposed resolution of the contested issues, i.e., a specific and detailed proposed timeshare in a
20 custodial dispute, and an Affidavit of Arrearages in a child support enforcement case. The
21 Memorandums must also affirm that the EDCR 5.525(a) meeting was conducted and any
22 stipulations resulting therefrom. *Failure to file the Memorandums or to substantially comply*
23 *with the format required may result in the Trial being vacated and the matter being*
24 *rescheduled in the normal course.*

25
26 ///

27 ///

1 **ON OR BEFORE MARCH 3, 2022**

2 **IT IS FURTHER ORDERED** that, pursuant to the Court's Administrative Orders,
3 proposed trial exhibits must be electronically submitted to the Court Clerk. To do so, send an
4 email requesting a link for uploading exhibits and/or evidence to
5 FCEvidence@clarkcountycourts.us. Upon receipt of the request, you will be provided with a
6 link exclusively for this purpose.
7

8 Trial exhibits must be electronically uploaded at least two days prior to trial. **DO NOT**
9 **FILE YOUR EXHIBITS**. EDCR 5.102(d).

10 **YOU ARE ALSO RESPONSIBLE FOR KNOWING ...**

11 THE PARTIES ARE ON NOTICE that this proceeding is expected to be pursued in a
12 manner meeting high standards of diligence, professionalism and competence. *Cuzdey v. State*,
13 103 Nev. 575, 578, 747 P.2d 233 (1987). Nevada law provides that every court shall have
14 power to enforce order in the proceedings before it and compel obedience to its lawful orders.
15 NRS 1.210(2)-(3). Therefore, failure to abide by this Order may result in sanctions including
16 attorney's fees, costs or even dismissal of this action. *See* NRS 22.100, EDCR 5.102(1),
17 EDCR 7.60.
18

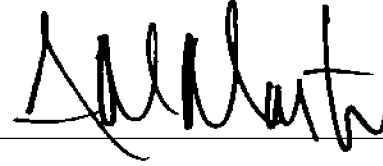
19 THE PARTIES ARE ON NOTICE the forms from the Self-Help Center may not adequately
20 address all the requirements of this Order. This situation will not be considered a basis to
21 forego the requirements of the Order.
22

23 THE PARTIES ARE ON NOTICE the Nevada Code of Judicial Conduct 2.2[4] allows this
24 Court to make reasonable accommodations to ensure self-represented litigants have their
25 matters fairly heard but may not provide legal advice or assist any participant with litigating
26 his/her case.
27

28 ///

1 THE PARTIES ARE ON NOTICE a request for the services of an interpreter must be made
2 at the Interpreter's Office not less than 48 hours prior to the time set for Trial.
3 (702) 455-1878. The Court is not responsible for arranging the interpreter.

4 Dated this 16th day of February, 2022

5 
6
7

8 51A FB2 BA4F 19FE
9 Amy M. Mastin
District Court Judge

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Georgann Rose Accomando,
Plaintiff

CASE NO: D-21-628915-D

7 vs.

DEPT. NO. Department M

8
9 Mario Accomando, Defendant.

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District
13 Court. The foregoing Trial Management 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: 2/16/2022

15 State Department

statedepartment@atharilaw.com

16 Maria Milano

mariamilano@atharilaw.com

17 Mario Accomando

ninaa1948@yahoo.com

NOTICE

CASE NO: D-21-628915-D

PLAINTIFF: Georgann Rose Accomando

DEFENDANT: Mario Accomando

☒ EXHIBIT(S) March 7, 2022
(HEARING/TRIAL START DATE)

☐ DEPOSITION(S) _____
(DATE FILED OR PUBLISHED)

☐ TRANSCRIPT(S) _____
(ACTUAL HEARING DATE(S) OF TRANSCRIPT)

☐ ADMINISTRATIVE/JUDICIAL REVIEW APPEAL

(DATE FILED)

☐ _____
(OTHER-DESCRIBE ie: Medical Records, Exhibits to Motions, Etc.) (RECEIVED/FILE DATE)

Received By: Blanca Madrigal 3-07-2022
DEPUTY DATE

Released To: Tamara De 3-7-2022
EVIDENCE CUSTODIAN DATE

FOR STORAGE:

☒ IN THE VAULT
☐ ON THE SHELVES
☐ OTHER
(SPECIFY LOCATION)

ad rev 3/10

IN THE SUPREME COURT OF THE STATE OF NEVADA

MARIO ACCOMANDO,
Appellant,
vs.
GEORGANN ROSE ACCOMANDO,
Respondent.

Supreme Court No. 84097
District Court Case No. D628915

FILED

MAR - 9 2022

Elizabeth A. Brown
CLERK OF COURT

CLERK'S CERTIFICATE

STATE OF NEVADA, ss.

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

JUDGMENT

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

"ORDERS this appeal DISMISSED."

Judgment, as quoted above, entered this 11th day of February, 2022.

IN WITNESS WHEREOF, I have subscribed
my name and affixed the seal of the Supreme
Court at my Office in Carson City, Nevada this
March 08, 2022.

Elizabeth A. Brown, Supreme Court Clerk

By: Sandy Young
Deputy Clerk

D-21-628915-D
CCJD
NV Supreme Court Clerks Certificate/Judgr
4986020



IN THE SUPREME COURT OF THE STATE OF NEVADA

MARIO ACCOMANDO,
Appellant,
vs.
GEORGANN ROSE ACCOMANDO,
Respondent.

No. 84097

FILED

FEB 11 2022

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY Young
DEPUTY CLERK

ORDER DISMISSING APPEAL

This is a pro se appeal from a purported district court order entered on October 15, 2021. Eighth Judicial District Court, Family Court Division, Clark County; Amy Mastin, Judge.

Review of the notice of appeal and other documents before this court reveals a jurisdictional defect. No district court order was entered on October 15, 2021. To the extent appellant is attempting to appeal from the cancellation of a hearing on his motion to determine respondent's mental health, such a cancellation is not appealable. *See Brown v. MHC Stagecoach, LLC*, 129 Nev. 343, 345, 301 P.3d 850, 851 (2013) (this court "may only consider appeals authorized by statute or court rule"). Accordingly, this court

ORDERS this appeal DISMISSED.

Hardesty, J.
Hardesty

Stiglich, J.
Stiglich

Herndon, J.
Herndon

cc: Hon. Amy Mastin, District Judge, Family Court Division
Mario Accomando
Reza Athari & Associates, PLLC.
Eighth District Court Clerk

IN THE SUPREME COURT OF THE STATE OF NEVADA

MARIO ACCOMANDO,
Appellant,
vs.
GEORGANN ROSE ACCOMANDO,
Respondent.

Supreme Court No. 84097
District Court Case No. D628915

REMITTITUR

TO: Steven D. Grierson, Eighth District Court Clerk

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

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

DATE: March 08, 2022

Elizabeth A. Brown, Clerk of Court

By: Sandy Young
Deputy Clerk

cc (without enclosures):

Hon. Amy Mastin, District Judge

Mario Accomando

Reza Athari & Associates, PLLC. \ Maria L. Milano

RECEIPT FOR REMITTITUR

Received of Elizabeth A. Brown, Clerk of the Supreme Court of the State of Nevada, the
REMITTITUR issued in the above-entitled cause, on MAR - 9 2022.

HEATHER UNGERMANN

Deputy District Court Clerk

RECEIVED
APPEALS

MAR - 9 2022

CLERK OF THE COURT



1 AFRW
2 MARIA L. MILANO, ESQ.
3 Nevada Bar No. 8064
4 REZA ATHARI & ASSOCIATES
5 A Multi-jurisdictional Law Firm
6 3655 Pepper Lane, Suite 102
7 Las Vegas, Nevada 89120
8 Tel: (702) 727-7777
9 Fax: (702) 458-8508
10 mariamilano@atharilaw.com
11 Attorney for Petitioner,
12 GEORGANN ROSE ACCOMANDO

13 DISTRICT COURT, FAMILY DIVISION

14 CLARK COUNTY, NEVADA

15 * * * * *

16 GEORGANN ROSE ACCOMANDO,)
17)
18 Plaintiff,)
19)
20 vs.) CASE NO: D-21-628915-D
21) DEPT: M
22)
23 MARIO ACCOMANDO,)
24)
25 Defendant.)
26)

27 AFFIDAVIT OF RESIDENT WITNESS

28 STATE OF NEVADA)
:ss
COUNTY OF CLARK)

ROBERT RAYMOND URIAS, being first duly sworn, deposes and
says:

That Affiant has seen Plaintiff herein, GEORGANN ROSE
ACCOMANDO in Nevada for six (6) weeks preceding commencement of
action.


That Affiant is a resident of Clark County, Nevada, residing
at 6927 Ghost Ranch Ave., Nevada 89179.

That Affiant has resided in Nevada since 2005.

That Affiant knows the Plaintiff herein, GEORGANN ROSE

1 ACCOMANDO, as she is my friend and I have seen the Petitioner
2 physically present here in Clark County, Nevada since 2018.

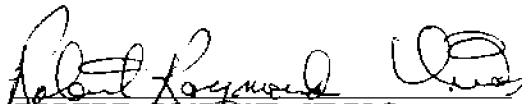
3 That Affiant has seen Petitioner physically present in Clark
4 County, Nevada four (4) times each week for a period of six (6)
5 weeks prior to the commencement of this action and that Affiant is
6 over the age of eighteen (18) and is competent to testify in Court
7 that Plaintiff, GEORGANN ROSE ACCOMANDO, is a bona fide resident of
8 Clark County, State of Nevada.

9
10 
11 ROBERT RAYMOND URIAS

12 STATE OF NEVADA)
13 : ss
14 COUNTY OF CLARK)

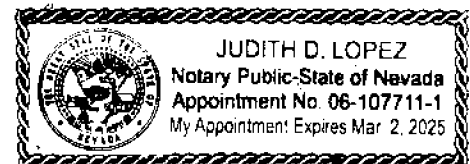
15 ROBERT RAYMOND URIAS, being first duly sworn, deposes and
16 says:

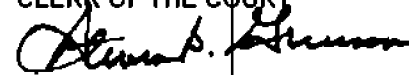
17 That Affiant has read the foregoing **Affidavit of Resident**
18 **Witness** and knows the contents thereof, and that the same is true
19 of Affiant's own knowledge.

20 
21 ROBERT RAYMOND URIAS

22 SUBSCRIBED and SWORN to before me
23 this 10th day of April, 2022.

24 NOTARY PUBLIC in and for said
25 County and State





1 NOAS
2 Mario Accomando, Pro Se
3 8546 Procyon Street
4 Las Vegas, NV. 89139
5 773.308.5041
6 ninaa1948@yahoo.com

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

GEORGANN ACCOMANDO

Plaintiff,

CASE NO.: D-21-628915_D
DEPT NO.: M

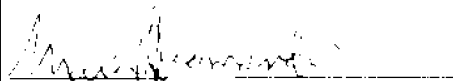
vs.

MARIO ACCOMANDO

Respondent.

NOTICE OF APPEAL

Notice is hereby given that **MARIO ACCOMANDO**, Respondent, above named, hereby appeals to the Supreme Court of Nevada on this 16th day of March, 2022 from the Order After Hearing held for the dissolution of marriage and the distribution of the martial assets as entered in this action on the 07th day of March, 2021



Mario Accomando, Pro Se
8546 Procyon Street
Las Vegas, NV. 89139
773.308.5041
ninaa1948@yahoo.com

DECD
 MARIA L. MILANO, ESQ.
 Nevada Bar # 7121
 REZA ATHARI & ASSOCIATES, PLLC
 A multi-jurisdictional law firm
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 mariamilano@atharilaw.com
 Attorney for Plaintiff,
 GEORGANN ROSE ACCOMANDO

DISTRICT COURT, FAMILY DIVISION
 CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMANDO,	)	CASE NO.:	D-21-628915-D
	)	DEPT. NO.:	M
Plaintiff,)		
)		
vs.)		
)		
MARIO ACCOMANDO,)		
)		
Defendant,)		

DECREE OF DIVORCE

COMES NOW the parties, Plaintiff, GEORGANN ROSE ACCOMANDO, represented by her counsel of record, MARIA L. MILANO, ESQ., of REZA ATHARI & ASSOCIATES, PLLC and Defendant MARIO ACCOMANDO, appearing in proper person, having attended the evidentiary hearing on March 7, 2022, the COURT NOTED that according to the terms found in the Trial Management Order, Ms. Milano attempted to meet and confer with Defendant before trial, and Defendant declined. Upon the Court's inquiry, Defendant refused to participate in settlement negotiations.

1 The Court having heard the statements and arguments of the
2 parties and having considered all the papers, pleadings on file and
3 evidence presented herein, FINDS:

4 **FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

5 1. ALIMONY:

6 The Court finds that after considering the evidence and
7 testimony of the Parties, that the Plaintiff is entitled to a lump
8 sum award of alimony.
9

10 Pursuant to NRS 125.150 the Court has discretion to award such
11 alimony to either spouse in a specified principal sum or as
12 specified periodic payments as appears just and equitable; and
13 shall, to the extent practicable, make an equal disposition of the
14 community property of the parties, including, without limitation,
15 any community property transferred into an irrevocable trust
16 pursuant to NRS 123.125 over which the court acquires jurisdiction
17 pursuant to NRS 164.010, except that the court may make an unequal
18 disposition of the community property in such proportions as it
19 deems just if the court finds a compelling reason to do so and sets
20 forth in writing the reasons for making the unequal disposition....
21

22 In addition to any other factors the court considers relevant
23 in determining whether to award alimony and the amount of such an
24 award, the court shall consider: (a) the financial condition of
25 each spouse; (b) the nature and value of the respective property
26 of each spouse; (c) the contribution of each spouse to any
27 property held by the spouses pursuant to NRS 123.030; (d) the
28

1 duration of the marriage; (e) the income, earning capacity, age and
2 health of each spouse; (f) the standard of living during the
3 marriage; (g) the career before the marriage of the spouse who
4 would receive the alimony; (h) the existence of specialized
5 education or training or the level of marketable skills attained by
6 each spouse during the marriage; (i) the contribution of either
7 spouse as a homemaker; the award of property granted by the court
8 in the divorce, other than child support and alimony, to the spouse
9 who would receive the alimony; and (k) the physical and mental
10 condition of each party as it related to the financial condition,
11 health and ability to work of that spouse....

13 In applying the above factors to the present case, we must
14 first consider the financial condition of each spouse.

15 When the Parties separated on June 9, 2021, the Plaintiff's
16 only source of income was Social Security income in the gross
17 amount of \$707.10, which, after taxes of \$170.10, totaled \$537.00
18 each month. The Defendant, on the other hand received Social
19 Security income of over \$800 each month, Social Security Income for
20 the minor child of over \$500 each month, rental income from jointly
21 owned real estate in the amount of \$1,720 each month, and real
22 estate purchase payments in the amount of \$951.00 each month.

24 Although Defendant confirmed through testimony the income from
25 real estate rental and purchase payments to be over \$2,600 each
26 month, when confronted with bank statements dating back to 2017
27 evidencing regular monthly deposits of thousands of dollars in
28

1 excess of those amounts, he had insufficient explanation for what
2 those deposits were for, where they came from (other than he had
3 two or three months of gambling winnings), or why they ceased to
4 continue to be deposited in said account at the time of the
5 Parties' separation. The Court may, therefore, infer that the
6 Defendant continues to receive these payments and is simply having
7 them deposited in other undisclosed accounts which the Plaintiff
8 has no knowledge of, or access to. It should be noted that the
9 Defendant, has never complied with NRCP 16.2 mandatory disclosures,
10 never filed a Financial Disclosure Form, and did not answer written
11 discovery, in spite of being ordered to do so.
12

13 In light of this fact it is clear that the parties' financial
14 conditions and the nature and value of the respective property of
15 each spouse are disparate in that the thousands of dollars of
16 regular monetary deposits are likely being received by the
17 Defendant and secreted in undisclosed accounts.
18

19 Plaintiff provided undisputed testimony during trial that
20 during the course of the Parties' marriage she contributed to the
21 community property of the Parties as she assisted the Defendant,
22 who was a realtor, in his business of flipping houses from which
23 they made a comfortable living.
24

25 The Court will also note that the Parties to this action have
26 been married for 26 years. The Plaintiff is 68 years old, the
27 Defendant is 74 years old. Both Parties are currently past the age
28 of retirement and neither is currently employed.

1 Prior to the Parties' marriage the Plaintiff had worked for 12
2 years as a factory worker. The highest level of education
3 Plaintiff obtained was the eleventh grade. At the time of the
4 Parties marriage the Plaintiff left her factory employment and
5 there-after assisted the Defendant, who was a real estate agent, in
6 his business of flipping houses. In addition to assisting the
7 Defendant in his real estate business, Plaintiff was a homemaker
8 who did the ordinary tasks of a homemaker and took care of the
9 Parties' daughter.
10

11 During the course of the Parties' marriage, the Plaintiff was
12 diagnosed with breast cancer for which she underwent a double
13 mastectomy, radiation, chemotherapy and a lengthy 6 year course of
14 drug therapy that concluded in 2017. The cancer treatment has left
15 the Plaintiff with rheumatoid arthritis and permanent lung damage
16 from pneumonia she developed during the course of her cancer
17 treatment which, in addition to her age, hinders her ability to
18 find employment.
19

20 Throughout the Parties' marriage they enjoyed a comfortable
21 standard of living. The marital residence, where the Parties
22 resided together from 2005 until June 6, 2021, is estimated to be
23 worth \$800,000 and sits on $\frac{1}{2}$ an acre of land. Over three million
24 dollars of real estate purchased and sold during the Parties'
25 marriage generated income from rents and purchase payments that
26 were made in monthly installments that contributed to the Parties'
27 standard of living. All of this income was solely controlled by
28

1 the Defendant, much of which was paid in cash directly to the
2 Defendant by renters and purchasers.

3 Given the facts of the disparate income of the parties; that
4 both Parties are of an advanced age; that the Plaintiff did not
5 complete high school; did not obtain any other education or
6 vocational training subsequent to leaving the 11th grade; that
7 Plaintiff has not had any meaningful employment since the Parties'
8 married in 1995; that the Plaintiff assisted the Defendant in his
9 real estate career, that the Plaintiff suffers from medical
10 conditions that would hinder her ability to hold employment and
11 given the standard of living the Parties enjoyed during their
12 marriage and the fact that the Defendant is likely concealing
13 monthly income at this time, the Court finds it appropriate to make
14 a lump sum award of alimony to the Plaintiff.
15

16 **THE COURT FURTHER FINDS**

17 2. That Plaintiff, for more than six weeks immediately
18 preceding the commencement of this action, has been an actual, bona
19 fide resident and domiciliary of the County of Clark, State of Nevada,
20 and during all of said period of time, Plaintiff had and still has the
21 intent to make the State of Nevada her home, residence and domicile
22 for an indefinite period of time;
23

24 3. That the parties were married in Las Vegas, Nevada, on or
25 about June 10, 1995, and have been since that date have been husband
26 and wife;

27 4. That the Plaintiff and Defendant have one minor child in
28

1 common, NINA ROSE ACCOMANDO, born July 21, 2006 (Age 15), and the
2 Plaintiff is not now pregnant;

3 5. That minor child has lived in Nevada for the past six
4 (6) months and that the minor child has lived with the Parties in Las
5 Vegas, Nevada for the past five (5) years.

6 6. That neither the Plaintiff or Defendant have participated
7 as a party or witness or in some other capacity in any other case
8 involving the minor child;

9 7. That the Plaintiff does not know of a different case that
10 could affect the current case;

11 8. That the Plaintiff does not know of anyone other than the
12 Parties who has physical custody of the minor child, or who claims
13 custody/ visitation rights to the minor child;

14 9. That any custody and visitation orders made herein are in
15 the best interest of the child;

16 10. That the amount of child support ordered herein is in
17 accordance with NAC 425;

18 11. That this Court has complete jurisdiction to enter this
19 Decree and the orders regarding the distribution of assets and debts;

20 12. That the Plaintiff should be granted a decree of Divorce for
21 the reasons set for in the Complaint for Divorce on file herein.

22 13. That any other necessary findings of fact are attached and
23 incorporated herein;

24 **NOW THEREFORE:**
25
26
27
28

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of
2 matrimony now and heretofore existing between Plaintiff and
3 Defendant be, and the same are, hereby wholly dissolved, set aside
4 and forever held for naught, and an absolute Decree of Divorce is
5 hereby granted to the Plaintiff, and each of the parties is hereby
6 restored to the status of a single, unmarried person.
7

8 IT IS HEREBY ORDERED ADJUDGED AND DECREED: that based on the
9 best interest standard, Plaintiff and Defendant shall have Joint
10 Legal and Joint Physical Custody of the minor child, Nina Rose
11 Accomando;

12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Nina shall
13 have teenage discretion as to her contact with both parents and
14 Defendant is admonished not to disparage Plaintiff to Nina.
15 Defendant is instructed to be affirmatively positive in his
16 discussion regarding Plaintiff and encourage Nina to spend time
17 with Plaintiff and foster their relationship.
18

19 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that if the
20 Defendant fails to follow this Order, the Court may be inclined to
21 modify custody to the Plaintiff.

22 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that according to
23 the parties' similar incomes, child support will not be ordered at
24 this time.

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the eight
26 parcels of land held by the Parties in Arizona shall be listed for
27 sale within the next 60 days. Plaintiff will choose the Realtor,
28

1 and the Realtor will determine the fair market value of the
2 properties and list them accordingly. That any equity realized from
3 the sale of said properties shall be split equally between the
4 parties.

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant is
6 instructed to fully and timely cooperate and participate with the
7 listings, transfers, and sale of the real properties adjudicated
8 herein. If the Defendant fails to comply with this order, the Court
9 will find Defendant in contempt and impose sanctions of attorney's
10 fees should the Plaintiff have to return to Court with
11 representation to enforce this Court's orders.

12 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that should the
13 balloon payments on the Pahrump real properties that were sold to
14 individuals, Patrick Clark and Armen Galstan, be missed, and should
15 said real properties revert to the ownership of the Parties, that
16 said properties shall be held by the Parties as tenants in common.

17 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant
18 shall pay Plaintiff one-half of any and all lease/rental income
19 received from this date, March 7, 2022, forward. Defendant shall no
20 longer accept cash payments from his tenants and show proof of
21 rental income received to the Plaintiff.

22 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant
23 owes Plaintiff one-half of the lease/rental income received for the
24 last two (2) years on the condominium located at 9607 Lane Horse
25 Drive, Las Vegas, Nevada 89123.

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Defendant is
2 directed to prepare an accounting for the rent received from the
3 9607 Lame Horse Drive property for the last two (2) years and
4 provide a copy to Plaintiff's counsel within the next thirty (30)
5 days. Plaintiff is entitled to one half of the amount of the rents
6 collected by the Defendant during that time, and said funds shall
7 be reduced to judgment against the Defendant.
8

9 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the marital
10 residence located at 8546 Procyon St., Las Vegas, Nevada 89139
11 shall be listed for sale within sixty (60) days. Plaintiff will
12 choose the Realtor, and the Realtor will determine the property's
13 fair market value and list said property accordingly. As Defendant
14 does not have a lease with the renter, therefore, shall pose no
15 interference with the sale.
16

17 The Parties shall maintain said property in such a manner as
18 would maximize the sale price of said property.

19 That the equity realized from the sale of said property shall
20 be equally split between the parties.

21 That the Parties are bound to accept a purchase offer on said
22 real property within Five Thousand Dollars (\$5,000) of the asking
23 price, plus or minus.

24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Defendant
25 shall no longer receive cash payments from the tenant at the
26 Procyon property, and shall provide proof of the amounts received
27 to the Plaintiff. Defendant shall pay one-half of said rental
28

1 income from the martial residence to Plaintiff pending close of
2 escrow.

3 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** The Parties have
4 stipulated to the value of the condominium located at 9607 Lame
5 Horse Drive, Las Vegas, Nevada 89123 to be Two Hundred Seventy-Five
6 Thousand Dollars (\$275,000).

7
8 Accordingly, the Plaintiff shall be awarded said condominium
9 as her sole and separate property. Said award shall constitute the
10 Plaintiff's one-half community share of said real property in the
11 amount of \$137,500.00, and lump sum alimony in the amount of
12 \$_____. That after Plaintiff's community share and
13 alimony award is subtracted from the stipulated value of said real
14 property that any amount over and above that amount shall be owed
15 by the Plaintiff to the Defendant.

16 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Plaintiff
17 and Defendant are informed that rental income is a division of
18 community property and will not be considered as part of an award
19 of alimony.
20

21 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that the
22 undisputed value of the automobile currently in Defendant's
23 possession is \$15,000.00. Plaintiff shall receive one-half of the
24 value of said automobile in the amount \$7,500.00 which shall be
25 paid by the Defendant to the Plaintiff from his half of the equity
26 realized from the sale of the real property ordered sold herein.
27
28

1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the value of
2 the household items currently in the Defendant's possessions is
3 \$15,000.00. Plaintiff shall receive one-half of said value in the
4 amount of \$7,500.00 which shall be paid by the Defendant to
5 Plaintiff from his half of the equity realized from the sale of the
6 real property sold herein.
7

8 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant
9 did not dispute the value of the community property and did not
10 dispute Plaintiff's request to her personal property, to include
11 the John Wayne photograph and desk that was constructed for her by
12 her grandfather as requested. Plaintiff shall, therefore, retrieve
13 said items within thirty (30) days of establishing residence.
14 However, Plaintiff may retrieve the photograph immediately.
15 Plaintiff shall keep the wedding ring.
16

17 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that based on
18 Defendant's failure to comply with EDCR 7.6, EDCR 16.2, failure to
19 comply with discovery and the Trial Management Order, and failure
20 to participate with this litigation, Defendant shall pay the
21 Plaintiff's attorney's fees. The Court directed counsel to submit a
22 Brunzell Affidavit and Memorandum of Fees and Costs leaving a blank
23 in order for the Court to enter an amount.
24

25 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that the bank
26 account established by the Defendant for the minor child is
27 community property. Therefore, one half of the account balance as
28 of March 7, 2022 shall be transferred to the Plaintiff within

1 thirty (30) days. The Court shall accept the Defendant's testimony
2 that said account contains \$65,0000. Defendant shall provide a copy
3 of the March, 2022 bank statement to Plaintiff's counsel within the
4 next thirty (30) days. That should there be less than \$65,000 in
5 said account, the Defendant shall have to explain to the Court the
6 reason.

7
8 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that the Court
9 shall accept Defendant's testimony that there is currently the
10 amount of \$23,400.00 on deposit in a prepaid tuition account for
11 the Parties' minor child. Said prepaid tuition account shall remain
12 for Nina's benefit, however, Plaintiff's name shall be added to
13 said account within thirty (30) days and the parties shall be joint
14 owners. Should Nina not go to college, the amount shall be equally
15 divided between the parties.

16
17 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that there are no
18 community debts to divide.

19 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Plaintiff's
20 maiden name shall be restored to GEORGANN ROSE REGIRO.

21 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** that as the
22 Defendant did not make the ordered spousal support payments in the
23 amount of One Thousand Dollars (\$1,000) for the months of October,
24 2021, November, 2021, December, 2021 and March, 2022, he therefore,
25 owes Plaintiff the amount of Four Thousand Dollars (\$4,000) in back
26 spousal support which shall be paid from his one-half share of the
27
28

1 equity realized from the sale of the real property ordered sold
2 herein.

3 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Ms. Milano
4 shall prepare the proposed findings and conclusions of law and
5 include the cost of said findings as a part of the attorney's fees
6 award. Ms. Milano shall have thirty (30) days to prepare the Decree
7 and submit it to Defendant for review and signature. Upon receipt,
8 Defendant shall have ten (10) days to review.

9
10 **NOTICE IS HEREBY GIVEN** of the following provision of NRS

11 125C.0045(6):

12 **PENALTY FOR VIOLATION OF ORDER:** THE ABDUCTION,
13 **CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION**
14 **OF THIS ORDER IS PUNISHABLE AS A CATEGORY D**
15 **FELONY AS PROVIDED IN NRS 193.130. NRS 200.359**
16 provides that every person having a limited
17 right of custody to a child or any parent having
18 no right of custody to the child who willfully
19 detains, conceals or removes the child from a
20 parent, guardian or other person having lawful
21 custody or a right of visitation of the child in
22 violation of an order of this court, or removes
23 the child from the jurisdiction of the court
24 without the consent of either the court or all
25 persons who have the right to custody or
26 visitation is subject to being punished for a
27 category D felony as provided in NRS 193.130.

28
21 **NOTICE IS HEREBY GIVEN** that the terms of the Hague Convention
22 of October 25, 1980, adopted by the 14th Session of the Hague
23 Conference on Private International Law apply if a parent abducts or
24 wrongfully retains a child in a foreign country. The parties are also
25 put on notice of the following provisions in NRS 125C.0045(8):

26 If a parent of the child lives in a foreign country or has
27 significant commitments in a foreign country:
28

1 (a) The parties may agree, and the court shall
2 include in the order for custody of the
3 child, that the United States is the
4 country of habitual residence of the child
for the purposes of applying the terms of
the Hague Convention as set forth in
subsection 7.

5 (b) Upon motion of one of the parties, the court may
6 order the parent to post a bond if the court
7 determines that the parent poses an imminent risk of
8 wrongfully removing or concealing the child outside
9 the country of habitual residence. The bond must be
10 in an amount determined by the court and may be used
11 only to pay for the cost of locating the child and
12 returning him to his habitual residence if the child
is wrongfully removed from or concealed outside the
country of habitual residence. The fact that a parent
has significant commitments in a foreign country does
not create a presumption that the parent poses an
imminent risk of wrongfully removing or concealing
the child.

13
14 **NOTICE IS HEREBY GIVEN** that the Parties are subject to the
15 relocation requirements of NRS 125C.006 & NRS 125C.0065. If joint
16 or primary physical custody has been established pursuant to an
17 order, judgment or decree of a court and one parent intends to
18 relocate his or her residence to a place outside of this State or
19 to a place within this State that is at such a distance that would
20 substantially impair the ability of the other parent to maintain a
21 meaningful relationship with the child, and the relocating parent
22 desires to take the child with him or her, the relocating parent
23 shall, before relocating: (a) attempt to obtain the written
24 consent of the non-relocating parent to relocate with the child;
25 and (b) if the non-relocating parent refuses to give that consent,
26 petition the court for permission to move and/or for primary
27
28

1 physical custody for the purpose of relocating. A parent who
2 desires to relocate with a child has the burden of proving that
3 relocating with the child is in the best interest of the child.
4 The court may award reasonable attorney's fees and costs to the
5 relocating parent if the court finds that the non-relocating
6 parent refused to consent to the relocating parent's relocation
7 with the child without having reasonable grounds for such refusal,
8 or for the purpose of harassing the relocating parent. A parent
9 who relocates with a child pursuant to this section without the
10 written consent of the other parent or the permission of the court
11 is subject to the provisions of NRS 200.359.

13 **NOTICE IS HEREBY GIVEN** that the Parties are subject to the
14 provisions of NRS 31A and 125.007 regarding the collection of
15 delinquent child support payments.

16 **NOTICE IS HEREBY GIVEN** that either party may request a review
17 of child support pursuant to NRS 125B.145.

19 **NOTICE IS HEREBY GIVEN** that if you want to adjust the amount
20 of child support established in this order, you must file a motion
21 to modify the order with or submit a stipulation to the court. If
22 a motion to modify this order is not filed or a stipulation is not
23 submitted, the child support obligation established in this order
24 will continue until such time as all children who are the subject
25 of this order reach 18 years of age, or, if the youngest child who
26 is subject to this order is still in high school when he or she
27 reaches 18 years of age, when the child graduates from high school
28

1 or reaches 19 years of age, whichever comes first. Unless the
2 parties agree otherwise in a stipulation, any modification made
3
4

5 pursuant to a motion to modify the order will be effective as
6 of the date the motion was filed.
7
8

9
10
11 Respectfully submitted by:

Approved as to form and content

12
13
14 **MARIA L. MILANO, ESQ.**
Nevada Bar No. 7121
15 **REZA ATHARI & ASSOCIATES**
A Multi-jurisdictional firm
16 3365 Pepper Lane, Suite 102
Las Vegas, Nevada 89120
17 Attorney for Plaintiff,
18 GEORGANN ROSE ACCOMANDO

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MARIO ACCOMANDO
8546 S. Procyon St.
Las Vegas, Nevada 89139
Defendant in Proper Person

Skip to Main Content Logout My Account Search Menu New Family Record Search Refine Search Back

Location : Family Help

REGISTER OF ACTIONS

CASE NO. D-21-628915-D

Georgann Rose Accomando, Plaintiff vs. Mario Accomando, Defendant.§
§
§
§
§
§
§
§

Case Type **Divorce - Complaint**
 Subtype **Complaint Subject Minor(s)**
 Date Filed **06/11/2021**
 Location **Department M**
 Cross-Reference Case Number **D628915**
 Supreme Court No. **83718**
84097

PARTY INFORMATION**Defendant Accomando, Mario****Lead Attorneys**
Pro Se**Plaintiff Accomando, Georgann Rose****Maria L. Milano**
Retained
702-727-7777(W)**Subject Minor Accomando, Nina Rose****EVENTS & ORDERS OF THE COURT****OTHER EVENTS AND HEARINGS**

06/11/2021 **Complaint for Divorce Doc ID# 1**
[1] Complaint for Divorce and UCCJEA Declaration

06/14/2021 **Request for Issuance of Joint Preliminary Injunction Doc ID# 2**
[2] Request for Issuance of Joint Preliminary Injunction

06/14/2021 **Lis Pendens Doc ID# 3**
[3] Notice of Lis Pendens

06/14/2021 **Lis Pendens Doc ID# 4**
[4] Notice of Lis Pendens

06/14/2021 **Summons Electronically Issued - Service Pending Doc ID# 5**
[5] Summons

06/16/2021 **Summons**
 Accomando, Mario Served 06/18/2021

06/22/2021 **Affidavit of Service Doc ID# 6**
[6] Affidavit of Service

06/22/2021 **Joint Preliminary Injunction Doc ID# 7**
[7] Joint Preliminary Injunction

06/23/2021 **Affidavit of Service Doc ID# 8**
[8] Affidavit of Service

06/23/2021 **Affidavit of Service Doc ID# 9**
[9] Affidavit of Service

06/24/2021 **Notice of Seminar Completion EDCR 5.302 Doc ID# 10**
[10] Notice of Seminar Completion EDCR 5.07

07/12/2021 **Answer - Divorce, Annulment, Separate Maintenance Doc ID# 11**
[11] Answer - Divorce

07/14/2021 **NRCP 16.2 Case Management Conference Order Doc ID# 12**
[12] Order Setting Case Management Conference and Directing Compliance With NRCP 16.2

07/14/2021 **Order for Family Mediation Center Services Doc ID# 13**
[13] Order for Family Mediation Center Services

07/23/2021 **Financial Disclosure Form Doc ID# 14**
[14] General Financial Disclosure Form

07/23/2021 **Motion Doc ID# 15**
[15] Motion for Temporary Award of Interim Spousal Support and for Attorney's Fees

07/28/2021 **Notice of Hearing Doc ID# 16**
[16] Notice of Hearing

07/30/2021 **Certificate of Mailing Doc ID# 17**
[17] Certificate of Mailing

08/03/2021 **Minute Order (8:00 AM) (Judicial Officer Mastin, Amy M.)**
 Result: Minute Order - No Hearing Held

08/09/2021 **Notice of Early Case Conference Doc ID# 18**
[18] Notice of Early Case Conference

08/11/2021 **Production of Documents Doc ID# 19**
[19] Plaintiff's List of Documents and Witnesses Pursuant to NRCP 16.2

08/11/2021 **Certificate of Mailing Doc ID# 20**
[20] Certificate of Mailing

08/16/2021 **Motion Doc ID# 21**
*[21] Motion to Determine Mental Health of Plaintiff**No Designation*

08/16/2021 **Clerk's Notice of Nonconforming Document Doc ID# 22**
[22] Clerk's Notice of Nonconforming Document

08/16/2021 **Motion Doc ID# 24**
[24] Motion

08/25/2021 **Individual Case Conference Report** Doc ID# 23
[23] Plaintiff's Individual Case Conference Report

08/30/2021 **Notice of Hearing** Doc ID# 25
[25] Notice of Hearing

09/13/2021 **Notice of Telephonic Hearing** Doc ID# 26
[26] NOTICE OF INTENT TO APPEAR BY COMMUNICATION EQUIPMENT

09/13/2021 **Motion to Continue** Doc ID# 27
[27] Motion to Continue

09/13/2021 **Notice of Hearing** Doc ID# 28
[28] Notice of Hearing

09/14/2021 **Case Management Conference** (10:00 AM) (Judicial Officer Mastin, Amy M.)
09/09/2021 Reset by Court to 09/14/2021
Result: Hearing Set

09/14/2021 **Return Hearing** (10:00 AM) (Judicial Officer Mastin, Amy M.)
FMC
09/09/2021 Reset by Court to 09/14/2021
Result: Matter Heard

09/14/2021 **Motion** (10:00 AM) (Judicial Officer Mastin, Amy M.)
Motion for Temporary Award of Interim Spousal Support and for Attorney's Fees
Result: Granted

09/14/2021 **All Pending Motions** (10:00 AM) (Judicial Officer Mastin, Amy M.)
Parties Present
Result: Matter Heard

09/22/2021 **Memorandum** Doc ID# 29
[29] Plaintiff's Brunzell Memorandum of Fees and Costs

09/30/2021 **Order** Doc ID# 30
[30] Order After 9/14/21 Hearing

09/30/2021 **Notice of Entry** Doc ID# 31
[31] Notice of Entry of Order

10/08/2021 **Motion for Order to Show Cause** Doc ID# 32
[32] Plaintiff's Motion for An Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with NRCP 16.2 Mandatory Disclosure Requirements, and for His Failure to Make Ordered Spousal Support Payments and For Attorney's Fees

10/08/2021 **Notice of Hearing** Doc ID# 33
[33] Notice of Hearing

10/11/2021 **Certificate of Service** Doc ID# 34
[34] Certificate of Service

10/11/2021 **Ex Parte Motion** Doc ID# 35
[35] Ex Parte Motion for Order Shortening Time

10/12/2021 **Minute Order** (4:00 PM) (Judicial Officer Mastin, Amy M.)
Result: Minute Order - No Hearing Held

10/14/2021 **Subpoena Duces Tecum** Doc ID# 36
[36] Subpoena Duces Tecum Custodian of Records for Bank of the West

10/14/2021 **Subpoena Duces Tecum** Doc ID# 37
[37] Subpoena Duces Tecum Custodian of Records for Huntington National Bank

10/14/2021 **Subpoena Duces Tecum** Doc ID# 38
[38] Subpoena Duces Tecum Custodian of Records for US Bank

10/14/2021 **Notice of Taking Deposition** Doc ID# 39
[39] Notice of Taking Deposition of Custodian of Records for Bank of the West

10/14/2021 **Notice of Taking Deposition** Doc ID# 40
[40] Notice of Taking Deposition of Custodian of Records for US Bank

10/14/2021 **Notice to Take Deposition** Doc ID# 41
[41] Notice of Taking Deposition of Custodian of Records for Huntington National Bank

10/15/2021 **CANCELED Motion** (7:00 AM) (Judicial Officer Mastin, Amy M.)
Vacated
Defendant's Motion to Determine Mental Health of Plaintiff

10/25/2021 **Notice of Appeal** Doc ID# 42
[42] Notice Of Appeal

10/26/2021 **Motion to Compel** Doc ID# 43
[43] Plaintiff's Motion to Compel Defendant to File a Financial Disclosure Form, Comply with the Requirements of NRCP 16.2, Answer Outstanding Written Discovery and for Attorney's Fees

10/26/2021 **Affidavit of Service** Doc ID# 44
[44] Affidavit of Service

10/26/2021 **Affidavit of Service** Doc ID# 45
[45] Affidavit of Service

10/26/2021 **Notice of Hearing** Doc ID# 46
[46] Notice of Hearing

10/27/2021 **Case Appeal Statement** Doc ID# 47
[47] Case Appeal Statement

11/08/2021 **Certificate of Service** Doc ID# 48
[48] Certificate of Service

11/12/2021 **CANCELED Motion** (7:00 AM) (Judicial Officer Mastin, Amy M.)
Vacated
Motion to Continue Hearing

11/16/2021 **Pre Trial Conference** (1:30 PM) (Judicial Officer Mastin, Amy M.)
Result: Non Jury Trial

11/16/2021 **Motion** (1:30 PM) (Judicial Officer Mastin, Amy M.)
Plaintiff's Motion for An Order to Show Cause Regarding Contempt and the Imposition of Sanctions for Defendant's Failure to Comply with NRCP 16.2 Mandatory Disclosure Requirements, and for His Failure to Make Ordered Spousal Support Payments and For Attorney's Fees
11/30/2021 Reset by Court to 11/16/2021
Result: Order to Show Cause - To Issue

11/16/2021 **Lis Pendens** Doc ID# 49
[49] Notice of Lis Pendens

11/16/2021 **All Pending Motions** (1:30 PM) (Judicial Officer Mastin, Amy M.)
Parties Present
Result: Matter Heard

11/19/2021 **Order** Doc ID# 50
[50] Order Awarding Attorney's Fees for Plaintiff

11/19/2021 **Trial Management Order** Doc ID# 51
[51] Trial Management Order

11/19/2021 **Notice of Entry of Order** Doc ID# 52
[52] Notice of Entry of Order

11/23/2021 **Order to Show Cause** Doc ID# 53
[53] Order to Show Cause

11/23/2021 **Minute Order** (1:30 PM) (Judicial Officer Mastin, Amy M.)
Result: Minute Order - No Hearing Held

11/24/2021 **Memorandum of Costs and Disbursements** Doc ID# 54
[54] Plaintiff's Affidavit and Supplemental Memorandum of Fees and Costs

11/24/2021 **Affidavit** Doc ID# 55
[55] Plaintiff's Affidavit and Supplemental Memorandum of Fees and Costs

11/24/2021 **Exhibits** Doc ID# 56
[56] Plaintiff's Exhibit Appendix

11/26/2021 **Notice of Telephonic Hearing** Doc ID# 57
[57] Notice of Telephonic Hearing

12/01/2021 **CANCELED Motion** (1:00 PM) (Judicial Officer Young, Jay)
Vacated - per Judge
Plaintiff's Motion to Compel Defendant to File a Financial Disclosure Form, Comply with the Requirements of NRCP 16.2, Answer Outstanding Written Discovery and for Attorney's Fees

12/07/2021 **Discovery Commissioners Report and Recommendations** Doc ID# 58
[58] Discovery Commissioners Report and Recommendations

12/08/2021 **Certificate of Service** Doc ID# 59
[59] Certificate of Service

12/12/2021 **Notice of Telephonic Hearing** Doc ID# 60
[60] Notice of Telephonic Appearance

12/15/2021 **CANCELED Status Check** (1:30 PM) (Judicial Officer Young, Jay)
Vacated
Submission of report and recommendation
12/15/2021 Reset by Court to 12/15/2021

12/21/2021 **Affidavit of Service** Doc ID# 61
[61] Affidavit of Service

12/21/2021 **Certificate of Service** Doc ID# 62
[62] Amended Certificate of Service

12/22/2021 **Order** Doc ID# 63
[63] Order on Discovery Commissioner's Report and Recommendations

12/23/2021 **Notice of Entry** Doc ID# 64
[64] Notice of Entry of Order

01/10/2022 **NV Supreme Court Clerks Certificate/Judgment - Dismissed** Doc ID# 65
[65] Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Dismissed

01/11/2022 **Notice of Appeal** Doc ID# 66
[66] Notice of Appeal

01/12/2022 **Motion** Doc ID# 67
[67] Motion For Mediation

01/13/2022 **Order to Show Cause** (1:30 PM) (Judicial Officer Mastin, Amy M.)
Parties Present
Result: Stayed

01/13/2022 **Notice of Hearing** Doc ID# 68
[68] Notice of Hearing

01/13/2022 **Case Appeal Statement** Doc ID# 69
[69] Case Appeal Statement

01/18/2022 **Certificate of Service** Doc ID# 70
[70] Certificate of Service

01/25/2022 **Receipt** Doc ID# 71
[71] Receipt of Check

01/31/2022 **Order** Doc ID# 72
[72] Order from 1/13/22 OSC Hearing

02/01/2022 **Notice of Entry of Order** Doc ID# 73
[73] Notice of Entry of Order

02/02/2022 **Pre-trial Memorandum** Doc ID# 74
[74] Plaintiff's Pre-trial Memorandum

02/04/2022 **Financial Disclosure Form** Doc ID# 75
[75] Plaintiff's General Financial Disclosure Form

02/09/2022 **Non-Jury Trial** (9:00 AM) (Judicial Officer Mastin, Amy M.)

02/09/2022 **Receipt** Doc ID# 76
[76] Receipt of Check

02/16/2022 **Trial Management Order** Doc ID# 77
[77] Continued Trial Management Order

02/28/2022 **Motion** (7:00 AM) (Judicial Officer Mastin, Amy M.)
Motion For Mediation
Result: Minute Order - No Hearing Held

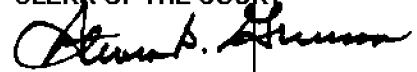
03/07/2022 **Non-Jury Trial** (9:00 AM) (Judicial Officer Mastin, Amy M.)
Rescheduled from 2/9/22
Parties Present
Result: Matter Heard

03/09/2022 **NV Supreme Court Clerks Certificate/Judgment - Dismissed** Doc ID# 78
[78] Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Dismissed

03/10/2022 **Affidavit of Resident Witness** Doc ID# 79
 [79] Affidavit of Resident Witness

FINANCIAL INFORMATION

Defendant Accomando, Mario			
	Total Financial Assessment		287 00
	Total Payments and Credits		287 00
	Balance Due as of 03/16/2022		0.00
06/18/2021	Transaction Assessment		12 00
06/18/2021	Payment (Window)	Receipt # 2021-09638-FAM	(12 00)
07/12/2021	Transaction Assessment		217 00
07/12/2021	Efile Payment	Receipt # 2021-42968-CCCLK	(217 00)
10/25/2021	Transaction Assessment		24 00
10/25/2021	Efile Payment	Receipt # 2021-66018-CCCLK	(24 00)
01/11/2022	Transaction Assessment		24 00
01/11/2022	Efile Payment	Receipt # 2022-01966-CCCLK	(24 00)
01/19/2022	Transaction Assessment		5 00
01/19/2022	Payment (Window)	Receipt # 2022-00769-FAM	(5 00)
03/07/2022	Transaction Assessment		5 00
03/07/2022	Payment (Window)	Receipt # 2022-03485-FAM	(5 00)
Plaintiff Accomando, Georgann Rose			
	Total Financial Assessment		299 00
	Total Payments and Credits		299 00
	Balance Due as of 03/16/2022		0.00
06/11/2021	Transaction Assessment		299 00
06/11/2021	Efile Payment	Receipt # 2021-36676-CCCLK	(299 00)



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6 **IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE**
7 **STATE OF NEVADA IN AND FOR**
8 **THE COUNTY OF CLARK**
9

10 GEORGANN ROSE ACCOMANDO,

11 Plaintiff(s),

12 vs.

13 MARIO ACCOMANDO,

14 Defendant(s),
15

Case No: D-21-628915-D

Dept No: M

16
17 **CASE APPEAL STATEMENT**
18

19 1. Appellant(s): Mario Accomando

20 2. Judge: Amy M. Mastin

21 3. Appellant(s): Mario Accomando

22 Counsel:

23 Mario Accomando
24 8546 Procyon St.
Las Vegas, NV 8 9139

25 4. Respondent (s): Georgann Rose Accomando

26 Counsel:

27 Maria L. Milano, Esq.
28 3365 Pepper Ln., Ste 102
Las Vegas, NV 89120

5. Appellant(s)'s Attorney Licensed in Nevada: N/A
Permission Granted: N/A

Respondent(s)'s Attorney Licensed in Nevada: Yes
Permission Granted: N/A

6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No

7. Appellant Represented by Appointed Counsel On Appeal: N/A

8. Appellant Granted Leave to Proceed in Forma Pauperis**: N/A
***Expires 1 year from date filed*
Appellant Filed Application to Proceed in Forma Pauperis: No
Date Application(s) filed: N/A

9. Date Commenced in District Court: June 11, 2021

10. Brief Description of the Nature of the Action: DOMESTIC - Marriage Dissolution

Type of Judgment or Order Being Appealed: Divorce Decree

11. Previous Appeal: Yes

Supreme Court Docket Number(s): 83716, 84097

12. Case involves Child Custody and/or Visitation: Custody
Appeal involves Child Custody and/or Visitation: Custody

13. Possibility of Settlement: Unknown

Dated This 21 day of March 2022.

Steven D. Grierson, Clerk of the Court

/s/ Heather Ungermann
Heather Ungermann, Deputy Clerk
200 Lewis Ave
PO Box 551601
Las Vegas, Nevada 89155-1601
(702) 671-0512

cc: Mario Accomando

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1 The Court having found that as a result of Defendant's
2 failures to file a Financial Disclosure Form, to comply with
3 mandatory disclosures as set forth in NRCP 16.2, to answer written
4 discovery in spite of having been ordered to do so and having been
5 found in contempt for that failure, having not meaningfully
6 participated in this litigation by refusing to attend ordered
7 family mediation and nearly all court hearings, and in
8 consideration of the parties' disparity in income Plaintiff's
9 request for fees and costs was granted.
10

11 Plaintiff, therefore, hereby submits the present memorandum
12 of fees and costs, including the Brunzell factors, and following
13 *Cadle v. Woods Erickson*.

14 In prosecuting the present case, the research, the time spent
15 on locating assets and obtaining evidence, meetings with the
16 client and preparing for all of the hearings since the case was
17 filed a total of () hours of time was spent by the Plaintiff's
18 attorney. At the rate of \$350 per hour, the total fees accumulated
19 to date for same is . Plaintiff also incurred costs in the amount
20 of (\$) for filing, copying charges, mailings, etc. Please see
21 billing statement attached hereto as Exhibit 1.
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BRUNZELL FACTORS

In applying the Brunzell factors to the present case, we respectfully submit that the qualities of Plaintiff's attorney have been shaped by her education and experience. More specifically, this attorney holds a Juris Doctorate from Syracuse University College of Law and is a licensed attorney in good standing in the State of Nevada with twenty-two (22) years of experience practicing Family Law in Clark County, having represented hundreds of clients in various aspects of Family Law including: contested and uncontested divorces, annulments, child custody issues, support matters, adoptions, paternity issues, guardianships, and pre-nuptial agreements.

As to the "character and quality of the work performed," we believe that all of the filings submitted on behalf of our client by this office are adequate, both factually and legally; we have diligently reviewed the applicable law, investigated the relevant facts, and believe that we have properly applied one to the other in an effort to diligently represent and protect our client's interests.

The time and effort of the work this attorney has actually performed in this matter. A detailed billing summary is attached hereto as ordered by the Court as Annex "1".

As to the result of this case, this Court ruled in favor of Plaintiff and ordered that Plaintiff's request for attorney's fees and costs was granted.

1 Each of these factors should be given consideration, and no
2 one element should predominate or be given undue weight. *Miller*
3 *vs. Wilfong*, 121 Nev. 619, 119 P. 3d 727 (2005).

4 **DISPARITY IN INCOME AND CARE FACTORS**

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

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

12 (a) To provide temporary maintenance for
13 the other party;

14 (b) To provide temporary support for
15 children of the parties; or

16 (c) To enable the other party to carry
17 on or defend such suit.

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

25 3. The court may make orders pursuant to
26 this section concurrently with orders pursuant to
27 NRS 125C.0055.

28 (Emphasis supplied)

Plaintiff, through counsel in her motions and Financial
Disclosure Form filed with this Court, as well as manifestations
and testimony provided during the hearings in this case has shown
that Plaintiff is an unemployed, 68 year old female who has
undergone a double mastectomy for breast cancer, has no vehicle,
and is only receiving Social Security income of less than \$700
each month. Plaintiff also demonstrated that Defendant, on the
other hand, has had complete control of the Parties' assets

1 accumulated during the Parties' 26 year marriage, with an
2 estimated value of over One Million Dollars (\$1,000,000).
3 Defendant, receives monthly Social Security and has had complete
4 control of all rental income from the Parties's real properties,
5 as well as bank accounts.

6
7 Despite being properly served, and, therefore, aware of the
8 proceedings in this case, Defendant failed to file any opposition
9 to Plaintiff's motions, failed to file a Pre-Trial Memorandum,
10 refused to attend the hearings set by this Court, disobeyed the
11 Orders of this Court, failed to file a Financial Disclosure Form,
12 failed to comply with NRCP 16.2 mandatory disclosures, and failed
13 to answer written discovery. With the obvious disparity in income
14 between the parties and the need for Plaintiff to properly proceed
15 with this case, she should be awarded the attorney's fees and
16 costs stated in this memorandum.

17
18 Plaintiff's requested award of attorney's fees are reasonable
19 and substantiated by proof, as required in *Cadle Co. v. Woods &*
20 *Erickson LLP*, 131 Nev. Adv. Op.15 (Mar. 26, 2015), as there was a
21 substantial amount of work done that would not have been required,
22 but for Defendant's failure comply with Nevada law, the Nevada
23 Rules of Civil Procedure and with the Court's orders, including
24 the numerous motions filed for Defendant's failure to comply with
25 mandatory disclosures, to answer discovery, and the preparation of
26 subpoenas to obtain financial records.

1 **CONCLUSION**

2 In light of all of the foregoing, this Honorable Court should
3 award Plaintiff attorney's fees and costs in the total amount of
4 \$ _____.

5 DATED this 29 day of March, 2022.

6
7
8 Respectfully Submitted By:

9 
10 _____

11 **MARIA L. MILANO, ESQ.**

12 Nevada Bar No. 7121

13 **REZA ATHARI & ASSOCIATES**

14 A multijurisdictional law firm

15 3365 Popper Lane, Suite 102

16 Las Vegas, Nevada 89120

17 Attorney for Plaintiff,

18 **GEORGANN ACCOMANDO**
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AFFIDAVIT OF MARIA L. MILANO, ESQ.

STATE OF NEVADA)
) SS:
COUNTY OF CLARK)


1. I, MARIA L. MILANO, ESQ., do solemnly swear to testify herein to the truth, the whole truth and nothing but the truth.

2. That I am the attorney for the Plaintiff in the above-entitled action and Affiant herein.

3. That I make this affidavit in support of the foregoing Plaintiff's Supplemental Brunzell Memorandum of Fees and Costs.

4. That I have read said Memorandum and hereby certify that the facts set forth in the Points and Authorities attached thereto are true of my own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, I believe them to be true. I incorporate said facts into this Affidavit as though fully set forth therein.

FURTHER, AFFIANT SAYETH NAUGHT.



MARIA L. MILANO, ESQ.

SUBSCRIBED and SWORN to before me
this ____ day of _____, 2022.

NOTARY PUBLIC in and for the
State of Nevada, County of Clark

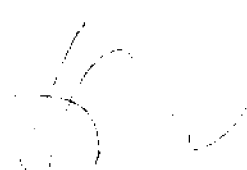


1 CERTIFICATE OF SERVICE

2 I HEREBY CERTIFY that, in accordance with Rule 5(b) of the
3 Nevada Rules of Civil Procedure, on this ____th day of March,
4 2022, I served a true and correct copy of the above PLAINTIFF'S
5 BRUNZELL MEMORANDUM OF FEES AND COSTS on the parties addressed as
6 shown below:

- 7 ☐ Via US Mail by placing said document in a sealed envelope,
8 with postage prepaid (N.R.C.P. 5(b))
9 X Via Electronic Filing (N.E.F.R. 9(b))
10 X Via Electronic Service (N.E.F.R. 9)

11
12 Mario Accomando
13 8546 Procyon St.
14 Las Vegas, Nevada 89139
15 ninaal948@yahoo.com
16 Defendant in Proper Person

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Employee of Reza Athari & Associates, PLLC

ANNEX “1”

REZA ATHARI & ASSOCIATES, PLLC.

A Multijurisdictional Law Office

Member of American Immigration Lawyers Association

REZA ATHARI* AV RATED
GARY S. FINK** AV RATED
SHAUN FERNANDEZ**
MARIA L. MILANO**
JAMES D. MILLS****
LUTHER M. SNAVELY**
ALIREZA TASHAKOR**

OF COUNSEL:
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*Reza Athari
Certified Specialist- Immigration and Nationality Law
State Bar of California - Board of Legal Specialization

* Admitted in California
** Admitted in Nevada
*** Admitted in Nevada & California
**** Admitted in New Jersey

Page 1 of 7

March 25, 2022

Prepared for: Georgann Accomando

File No: 37148

DATE	WORK PERFORMED	TIME	COST
06/09/2021	Met with client (Milano)	.83	\$ 290.50
06/10/2021	Prepared Divorce Complaint (Milano)	1.0	\$ 350.00
06/11/2021	Met with client. Drafted and finalized the request for JPI and Summons (Milano)	.50	\$ 175.00
06/11/2021	Prepared and finalized cover sheet. Scanned and e-filed Complaint.	.10	\$ 12.50
06/14/2021	Scanned summons and request for issuance of JPI	.42	\$ 52.50
06/15/2021	Checked Register of Action for response	.10	\$ 12.50
06/22/2021	Received Affidavit of Service. Scanned and e-filed the Affidavit of Service. Telephone call from client. Left message for Dept M		
	Updated log notes, case log,	.25	\$ 31.25
06/22/2021	Telephone call to Dept. (Milano)	.33	\$ 115.30
06/22/2021	Scanned and e filed JPI. Updated pleading index	.33	\$ 41.25
06/23/2021	Telephone call to Junes Legal. Scanned and e-filed Affidavit of Service. Updated log notes and Pleading index	.33	\$ 41.25
06/23/2021	Telephone call and left message (Milano)	.10	\$ 35.00
06/23/2021	Telephone call to client	.10	\$ 12.50
06/24/2021	Received and reviewed client's COPE certificate. Scanned, e-filed and mailed copy to OP. Updated		

Page 2 of 7

	log notes, case log and pleading index		.33	\$ 41.25
07/14/2021	Received and reviewed Order for CMC and Order for FMC. Received And answered Counterclaim filed by OP.	(Milano)	.33	\$ 115.30
07/14/2021	Scanned, made copies of letters and Attachments. Mailed and e-mailed to client. Telephone call to client. Updated pleading index, case log, and log notes.		.33	\$ 41.25
07/20/2021	Met with client	(Milano)	1.0	\$ 350.00
07/20/2021	Telephone call from client		.17	\$ 21.25
07/22/2021	Telephone call and left message with FMC. E-mailed FMC		.10	\$ 12.50
07/22/2021	Telephone call from FMC		.17	\$ 21.25
07/22/2021	Met with client	(Milano)	.33	\$ 115.30
07/23/2021	Scanned and e-filed Motion for Spousal Support and Plaintiff's Financial Disclosure. Emailed mediator. Updated log Notes, case log, and pleading index		.42	\$ 52.50
07/29/2021	Received and reviewed notice of Hearing.	(Milano)	.17	\$ 59.50
07/30/2021	Prepared and finalized certificate Of mailing of notice of hearing And motion. Mailed to OP. Emailed Hearing letter to client and her friend Bob. Telephone call to OP		.50	\$ 62.50
08/06/2021	Telephone call from client	(Milano)	.25	\$ 87.50
08/06/2021	Emailed FMC. Scanned and Emailed letter to client through Bob. Scanned and emailed minute Order to client via bob, telephone Call from bob, received confirmation of Receipt of email from bob.		.33	\$ 41.25
08/11/2021	Met with client	(Milano)	.33	\$ 115.50
08/12/2021	Telephone call from client	(Milano)	.10	\$ 35.00
08/16/2021	Telephone call to OP left message	(Milano)	.10	\$ 35.00
08/16/2021	Printed motion filed by OP and Entered by the court. Telephone call To client		.17	\$ 21.25

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08/16/2021	Obtained rogue motion from OP	(Milano)	.25	\$ 87.50
08/18/2021	Met with Witness, Gloria Alvarez	(Milano)	.50	\$ 175.00
09/07/2021	Telephone call with client		.12	\$ 15.00
09/13/2021	Telephone call with client	(Milano)	.10	\$ 35.00
09/13/2021	Received NOH from court. Telephone call with Law Clerk Updated log notes, case log and Pleading index.		.25	\$ 31.25
09/14/2021	Met with client. Attended video hearing.	(Milano)	2.0	\$ 700.00
09/15/2021	Drafted written discovery for defendant.	(Milano)	1.0	\$ 350.00
09/15/2021	E-served, documents. Checked for Minutes. Updated log notes, case Log and pleading index.		.42	\$ 52.50
09/21/2021	Drafted and finalized documents	(Milano)	.75	\$ 198.88
09/21/2021	Scanned and e-mailed documents		.10	\$ 12.50
09/24/2021	Finalized Memo of Fees and Costs. Scanned, e-filed and e-served same to OP		.25	\$ 31.25
09/24/2021	Received e-mail from court.		.10	\$ 12.50
09/24/2021	Scanned and e-mailed Court with the Order. Received e-mail from client.		.17	\$ 21.25
09/29/2021	Telephone call with JLA		.10	\$ 12.50
09/30/2021	Received, reviewed, signed, and filed Order from Court. Prepared and finalized letter to tenant. Drafted and finalized Notice of Entry of Order.	(Milano)	.33	\$ 115.50
09/30/2021	Made copies of documents. Telephone Call with client. Updated log notes, case log and pleading index.		.33	\$ 41.25
09/30/2021	Met with client.		.10	\$ 12.50
10/01/2021	Telephone call and left message to client.		.17	\$ 21.25
10/01/2021	Telephone call with client	(Milano)	3.0	\$ 1,050.00
10/01/2021	Telephone call with client		.10	\$ 12.50
10/05/2021	Met with client	(Milano)	.50	\$ 175.00
10/08/2021	Scanned and e-filed Motion for Order to Show Cause		.10	\$ 12.50
10/11/2021	Received and reviewed NOH. Prepared Certificate of Service. Scanned, e-served, and e-mailed Motion with NOH to OP. Scanned and e-filed documents. Sent			

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	hearing letter to client. Updated log notes, case log and pleading index.		.50	\$ 62.50
10/13/2021	Received and reviewed Minutes from Court. Researched all addresses for bank subpoena. Various telephone calls with bank personnel.		1.0	\$ 125.00
10/14/2021	Drafted and finalized documents and respective subpoenas for banks.	(Milano)	.75	\$ 262.50
10/14/2021	Scanned, e-filed, and e-served all three Notices of Depositions and Subpoenas. Updated log notes, case Log and pleading index.		.75	\$ 93.75
10/18/2021	Telephone call to OP	(Milano)	.10	\$ 35.00
10/18/2021	Drafted EDCR 2.34 letter to OC requesting response to discovery and comply with NRCP 16.2.	(Milano)	.50	\$ 175.00
10/25/2021	Drafted Motion to complete Defendant to file FDF, comply with NRCP 16.2 disclosure requirements, answer discovery, and for attorney's fees	(Milano)	2.0	\$ 700.00
10/25/2021	Telephone call and left message for Discovery Commissioner's office.		.10	\$ 12.50
10/26/2021	Telephone call from Discovery Commissioner's office. Scanned, e-filed and e-served documents. Updated log notes, case log and Pleading index.		.50	\$ 62.50
10/29/2021	Telephone call from representative At US Bank.	(Milano)	.10	\$ 35.00
11/01/2021	Reviewed the Register of Actions. Telephone call with staff at The Bank of the West. Telephone call left message with Huntington Bank.		.17	\$ 21.25
11/05/2021	Scanned, redacted and bates stamped all documents produced from Subpoena.		3.0	\$ 375.00
11/05/2021	Drafted and finalized 16.2 Supplement	(Milano)	.33	\$ 115.50
11/05/2021	Scanned, e-served Pltf's 16.2 Supplement		.33	\$ 41.25
11/08/2021	Drafted and finalized Certificate of			

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	Service. Updated log notes, case log, and pleading index.	.33	\$ 41.25
11/10/2021	Met with client	(Milano) .50	\$ 175.00
11/10/2021	Telephone call with Arizona attorney	(Milano) .17	\$ 59.50
11/10/2021	Notarized client's signature on the lien. Scanned resent minute order, pleadings and copies of bank records we received via subpoena to client and to bob. Scanned complaint and copies of Lis Pendens filed and e-mailed to Az. Attorney. Updated log notes, case log, and pleading index.	.50	\$ 62.50
11/16/2021	Notarized, scanned and made copies of same. E-filed Notice of Lis Pendens. Prepared package to Arizona attorney. Telephone call to client.	.33	\$ 41.25
11/16/2021	Attended Pre-Trial Hearing.	(Milano) 1.0	\$ 350.00
11/17/2021	Drafted and finalized Order	(Milano) .50	\$ 175.00
11/17/2021	Scanned and e-filed Order to court	.10	\$ 12.50
11/19/2021	Received and reviewed signed and filed Order and Minute Order from the Court.	(Milano) .17	\$ 59.50
11/19/2021	Scanned, e-filed, and e-served Notice of Entry of Order	.10	\$ 12.50
11/23/2021	Received and reviewed Order to Show Cause and Minute Order from Court	(Milano) .33	\$ 115.50
11/23/2021	Telephone call to accounting department to prepare billing statement for the Motion to Compel. Reviewed billing statement	.17	\$ 21.25
11/24/2021	Drafted and finalized Plaintiff's Affidavit and Supplemental Memorandum of Fees and Costs	(Milano) 1.0	\$ 350.00
11/24/2021	Scanned and bates stamped Exhibit. E-mailed FC Evidence for link to upload exhibits. Scanned, e-filed, and e-served Plaintiff's Affidavit, Affidavit and Supplemental Memorandum of Fees and Costs and Plaintiff's Exhibits Appendix	.33	\$ 41.25
11/30/2021	Drafted and finalized Discovery Commissioner's Reports and		

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	Recommendations.	(Milano)	1.0	\$ 350.00
11/30/2021	Telephone call with family discovery's office. Scanned and e-mailed DCRR to Discovery Commissioner's office.		.75	\$ 93.75
12/06/2021	Telephone call with Junes.		.10	\$ 12.50
12/07/2021	Reviewed real estate appraisal for Arizona property.	(Milano)	.10	\$ 35.00
12/07/2021	Telephone call from client.	(Milano)	.10	\$ 35.00
12/07/2021	Received and reviewed filed copy of DCRR	(Milano)	.10	\$ 35.00
12/07/2021	Telephone call with Discovery Commissioner's staff . Updated log notes, case log and pleading index.		.25	\$ 31.25
12/20/2021	Checked with Junes. OP has not been served. Called client for OP schedule and picture. Telephone call to Junes		.17	\$ 21.25
12/21/2021	Received e-mail from client. Telephone call to Junes. Forwarded OP document. Drafted and finalized Order. Telephone call to client.	(Milano)	.25	\$ 87.50
12/21/2021	Scanned and e-mailed Order. Scanned, e-served and e-filed Affidavit of Service of Order to Show Cause on OP. Updated log notes, case log and pleading index		.33	\$ 41.25
12/23/2021	Received and reviewed filed Order	(Milano)	.17	\$ 59.50
12/23/2021	Scanned, e-filed, and e-served Ntc of Entry of Order.		.33	\$ 41.25
01/13/2022	Met with client	(Milano)	1.00	\$ 350.00
01/14/2022	Telephone call with client	(Milano)	.17	\$ 59.50
01/18/2022	Drafted and finalized	(Milano)	.17	\$ 59.50
01/18/2022	Scanned and bates-stamped Trial binders, e-served, prepared Certificates of service		3.00	\$ 375.00
01/25/2022	Met with client	(Milano)	1.50	\$ 525.00
01/25/2022	Reviewed and marked trial Exhibits	(Milano)	2.00	\$ 700.00
01/27/2022	Drafted pre-trial memorandum	(Milano)	3.00	\$ 1,050.00
02/01/2022	Received and reviewed file order, Drafted and finalized NOE of order	(Milano)	2.17	\$ 759.50
02/01/2022	Scanned, e-served, and e-filed			

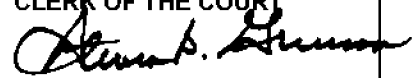
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02/01/2022	Scanned, e-served, and e-filed Notice of entry of order		.25	\$ 31.25
02/02/2022	Met with client	(Milano)	2.00	\$ 700.00
02/03/2022	Reviewed and finalized pre-trial Memo and asset list	(Milano)	1.00	\$ 350.00
02/04/2022	Met with client	(Milano)	2.00	\$ 700.00
02/08/2022	Met with client	(Milano)	1.50	\$ 525.00
02/08/2022	Prepared for trial	(Milano)	2.00	\$ 700.00
02/09/2022	Went to court	(Milano)	1.00	\$ 350.00
02/16/2022	Received and reviewed trial Management order, telephone Call with client	(Milano)	.17	\$ 59.50
02/16/2022	Telephone call with law clerk		.17	\$ 21.25
02/21/2022	Reminder letter, copy of Trial management order		.10	\$ 12.50
03/04/2022	Met with client for trial prep	(Milano)	3.00	\$ 1,050.00
03/07/2022	Attended evidentiary hearing	(Milano)	4.00	\$ 1,400.00
03/09/2022	Drafted divorce decree	(Milano)	2.00	\$ 700.00
03/15/2022	Listened to trial video, drafted Divorce decree, e-served	(Milano)	2.00	\$ 700.00
03/16/2022	Revised decree, e-served	(Milano)	.33	\$ 115.50
03/16/2022	Spoke with client	(Milano)	.25	\$ 87.50
03/22/2022	Drafted memorandum of Fees and costs	(Milano)	1.00	\$ 350.00
				<hr/>
				\$ 21,781.28

Additional Charges:

Filing Fee	\$ 299.00
Service Fee	\$ 8.97
E-filings (44)x \$3.50)	\$ 154.00
Runner Fees	\$ 687.60
CK# 5870- Clark County Records	\$ 42.00
CK# 5871- Clark County Records	\$ 42.00
CK# 5968- Junes Services	\$ 25.00
CK# 5969- Junes Services	\$ 25.00
CK# 5970- Junes Services	\$ 25.00
Runner Fee-	\$ 161.00
Overnight Mail-	\$ 35.00

Current Total Balance for Additional Charges	\$ 1,504.57
Total Balance as of 03/25/2022	\$ 23,285.85



MOT
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Nevada Bar # 7121
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mariamilano@atharilaw.com
Attorneys for Plaintiff,
GEORGANN ACCOMANDO

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

GEORGANN ACCOMANDO,	)	CASE NO.: D-21-628915-D
	)	DEPT. NO.: M
Plaintiff,)	
)	
vs.	)	DATE OF HEARING:
	)	TIME OF HEARING:
MARIO ACCOMANDO,)	
)	
Defendant,	)	NO ORAL ARGUMENT REQUESTED
)	

MOTION FOR MORE DEFINITE STATEMENT

COMES NOW, Plaintiff, GEORGANN ACCOMANDO, by and through her attorney, MARIA L. MILANO, ESQ., of REZA ATHARI & ASSOCIATES, PLLC, and hereby moves this honorable court for a more definite statement in regards to health insurance for the minor child.

This Motion is made and based upon the papers and pleadings on file herein, the Points and Authorities submitted herewith as well as any Affidavits attached hereto, and any oral argument

/////

/////

1 of counsel allowed at the time of the trial of this matter.

2 DATED this ____ day of April, 2022.

3
4
5 BY: _____

MARIA L. MILANO, ESQ.
Nevada Bar # 7121
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Fax: (702) 458-8508
mariamilano@atharilaw.com
Attorney for Plaintiff,
GEORGANN ACCOMANDO

11
12 **NOTICE OF MOTION**

13 TO: ALL INTERESTED PARTIES:

14 Please take notice that the hearing on Plaintiff's Motion for a
15 Temporary Award of Interim Spousal Support and Attorney's fees will be
16 held on the ____ day of _____, 2022, at the hour of _____
17 ____m., or as soon thereafter as counsel can be heard, before Department
18 M of the Eighth Judicial District Court, Family Division, Clark County,
19 Nevada, located at 601 North Pecos, Las Vegas, Clark County, Nevada.

20 DATED this ____ day of April, 2022

21 BY: _____

MARIA L. MILANO, ESQ.
Nevada Bar # 7121
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Fax: (702) 458-8508
mariamilano@atharilaw.com
Attorney for Plaintiff,
GEORGANN ACCOMANDO

1 POINTS AND AUTHROITIES

2 I

3 STATEMENT OF FACTS

4 During the course of the March 7, 2022 trial of this matter,
5 Plaintiff testified that the minor child, NINA ROSE ACCOMANDO, was
6 covered by Medicaid. (Trial video at 9:24:50 - 9:25:06)
7

8 Unfortunately at the close of trial, the Court did not issue
9 an order in regards to health insurance coverage for the minor
10 child.

11 As both parties are past the age of retirement and
12 unemployed, Plaintiff proposes that the minor child's Medicaid
13 coverage be maintained with any unreimbursed expenses incurred
14 for the minor child's medical care be born equally by the parties
15 pursuant to the 30/30 Rule.
16

17 II.

18 LEGAL ARGUMENT

19 Every order in Nevada involving the support for minor
20 children must include a provision providing for the medical
21 support.

22 NAC 425.135 states:

23 1. Every order issued or modified in this State must include
24 a provision specifying:

25 (a) That medical support is required to be provided for the
26 child; and

27 (b) Any details relating to that requirement.

28 2. As used in this section, "medical support" includes,
without limitation, the payment of a premium for accessible

1 medical, vision or dental coverage under a plan of insurance,
2 including, without limitation, a public plan such as Medicaid or a
3 reduced-fee plan such as the Children's Health Insurance Program,
that is reasonable in cost. For the purpose of this subsection:

4 (a) Coverage under a plan of insurance is "accessible" if the
5 plan:

6 (1) Is not limited to coverage within a geographical
area; or

7 (2) Is limited to coverage within a geographical area
8 and the child resides within that geographical area.

9 (b) The payment of a premium for coverage under a plan of
insurance is "reasonable in cost" if:

10 (1) The cost:

11 (I) To each party who is responsible for providing
12 medical support is not more than 5 percent of the
13 monthly gross income of the party; or

14 II) Of adding a dependent child to any existing coverage
15 for health care or the difference between individual and
16 family coverage, whichever is less, is not more than 5
percent of the monthly gross income of the party; and

17 (2) The court assesses the plan of insurance, including
18 the copayments, deductible and maximum out-of-pocket
costs, and determines that the plan is reasonable in
cost.

19 As the Court did not specifically make an order in regards to
20 the health insurance coverage for the minor child at the end of
21 Evidentiary Hearing in this matter, Plaintiff requests a more
22 definite statement in this regard and requests that the
23 Parties be ordered to maintain Medicaid coverage for the minor
24 child pursuant to the 30/30 Rule.
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III

CONCLUSION

In light of all of the forgoing facts and argument, we request the court issue a more definite statement in regards to health care coverage for the minor child, specifically that the Parties maintain Medicaid coverage for the child pursuant to the 30/30 Rule.

DATED this ____ day of April, 2022.

Respectfully Submitted By:

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Attorneys for Plaintiff,
GEORGANN ACCOMANDO

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMANDO

Plaintiff/Petitioner

v.

MARIO ACCOMANDO

Defendant/Respondent

Case No. D-21-628915-D

Dept. M

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

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

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

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

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

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

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

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

Party filing Motion/Opposition: GEORGANN ROSE ACCOMANDO

Date 04-01-22

Signature of Party or Preparer /s/ GEORGANN ROSE ACCOMANDO

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Electronically Filed
4/2/2022 8:28 AM
Steven D. Grierson
CLERK OF THE COURT



Georgann Rose Accomando, Plaintiff
vs.
Mario Accomando, Defendant.

Case No.: D-21-628915-D
Department M

NOTICE OF HEARING

Please be advised that the Plaintiff's Motion for More Definite Statement in the above-entitled matter is set for hearing as follows:

Date: May 09, 2022
Time: No Appearance Required
Location: Chambers
Family Courts and Services Center
601 N. Pecos Road
Las Vegas, NV 89101

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

STEVEN D. GRIERSON, CEO/Clerk of the Court

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

CERTIFICATE OF SERVICE

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

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



MOT
MARIA L. MILANO, ESQ.
Nevada Bar # 7121
REZA ATHARI & ASSOCIATES, PLLC
A multi-jurisdictional law firm
3365 Pepper Ln., Suite 102
Las Vegas, NV 89120
Tel: (702) 727-7777
Fax: (702) 458-8508
mariamilano@atharilaw.com
Attorneys for Plaintiff,
GEORGANN ACCOMANDO

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

GEORGANN ACCOMANDO,	)	CASE NO.: D-21-628915-D
	)	DEPT. NO.: M
Plaintiff,)	
)	
vs.	)	DATE OF HEARING:
	)	TIME OF HEARING:
MARIO ACCOMANDO,)	
)	
Defendant,	)	NO ORAL ARGUMENT REQUESTED
)	

MOTION FOR CLARIFICATION OF THE COURT'S ORDERS IN REGARDS TO THE
9607 LAME HORSE DRIVE PROPERTY ON ORDER SHORTENING TIME

COMES NOW, Plaintiff, GEORGANN ACCOMANDO, by and through her attorney, MARIA L. MILANO, ESQ., of REZA ATHARI & ASSOCIATES, PLLC, and hereby moves this honorable court for clarification of its orders regarding the 9607 Lame Horse Drive property.

This Motion is made and based upon the papers and pleadings on file herein, the Points and Authorities submitted herewith as well as any Affidavits attached hereto, and any oral argument

/////

/////

1 of counsel allowed at the time of the trial of this matter.

2 DATED this 1 day of April, 2022.

3
4
5 BY: 

MARIA L. MILANO, ESQ.
Nevada Bar # 7121
REZA ATHARI & ASSOCIATES, PLLC
3365 Pepper Ln., Suite 102
Las Vegas, NV 89120
Tel: (702) 727-7777
Fax: (702) 458-8508
mariamilano@atharilaw.com
Attorney for Plaintiff,
GEORGANN ACCOMANDO

6
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12 NOTICE OF MOTION

13 **TO: ALL INTERESTED PARTIES:**

14 Please take notice that the hearing on Plaintiff's Motion for a
15 Temporary Award of Interim Spousal Support and Attorney's fees will be
16 held on the _____ day of _____, 2022, at the hour of _____
17 ____m., or as soon thereafter as counsel can be heard, before Department
18 M of the Eighth Judicial District Court, Family Division, Clark County,
19 Nevada, located at 601 North Pecos, Las Vegas, Clark County, Nevada.

20 DATED this 12 day of April, 2022

21 BY: 

22 **MARIA L. MILANO, ESQ.**
Nevada Bar # 7121
REZA ATHARI & ASSOCIATES, PLLC
3365 Pepper Ln., Suite 102
Las Vegas, NV 89120
Tel: (702) 727-7777
Fax: (702) 458-8508
mariamilano@atharilaw.com
Attorney for Plaintiff,
GEORGANN ACCOMANDO


1 ORDER SHORTENING TIME

2 **GOOD CAUSE APPEARING**, it is hereby ORDERED that the time for
3 hearing the above captioned PLAINTIFF'S MOTION FOR CLARIFICATION
4 OF THE COURT'S ORDERS will be shortening and heard on the ____
5 day of _____, 2022 at _____ a.m./p.m., or as soon thereafter
6 as the matter may be heard.
7

8 Opposition by the Defendant must be filed and served by
9 _____, 2022.

10 Reply by Plaintiff must be filed and served by _____,
11 2022.

12
13
14 Respectfully submitted by
15 **REZA ATHARI & ASSOCIATES**

16
17 BY: 
18 **MARIA L. MILANO, ESQ.**
19 Nevada Bar No 7121
20 3365 Pepper Lane, Suite 102
21 Las Vegas, Nevada 89120
22 Tel: 702-727-7777
23 Attorneys for the Plaintiff,
24 GEORGANN ACCOMANDO
25
26
27
28

**DECLARATION OF COUNSEL IN SUPPORT OF MOTION FOR CLARIFICATION ON
ORDER SHORTENING TIME POINTS AND AUTHORITIES**

I, Maria L. Milano, Esq. hereby declare as follows:

1. I am an attorney licensed to practice law in the State of Nevada, and represent the Plaintiff, GEORGANN ACCOMANDO in the present divorce case.

2. I have personal knowledge of the facts stated in this Declaration. If called upon to testify to the same, I am competent to do so.

3. In the instant litigation although the Court addressed its intentions of how it would adjudicate the 9607 Lame Horse Drive property, it did not specifically issue an order in this regard at the end of the March 7, 2022 trial.

4. Therefore, in order to avoid any confusion, ambiguity and/or further litigation in regards to this matter, and in anticipation of any appeal of the Court's orders, Plaintiff feels it is imperative that the Court clarify it's orders regarding the 9607 Lame Horse Drive property.

5. As the Plaintiff's only income at this time is Social Security in the approximate amount of \$600 each month, Plaintiff requests that the Court grant Plaintiff's request to decide the present Motion on an Order shortening Time so that Plaintiff may begin executing on the Court's Orders as soon as possible.

6. This Order Shortening Time is made in good faith and without dilatory motive.

I declare under penalty of perjury under the laws of the

1 State of Nevada (NRS 53.045)¹ that the foregoing is true and
2 correct.

3 DATED this ____ day of April, 2022

4
5 
6 MARIA L. MILANO, ESQ.
7

8 I

9 **STATEMENT OF FACTS**

10 During the course of the March 7, 2022 trial of this matter,
11 the court addressed the issue of the 9607 Lane Horse Drive
12 property by stating it intended to order all of the real property
13 held by the Parties sold, but that Plaintiff would maintain the
14 Lane Horse drive property and that any lump sum alimony awarded to
15 Plaintiff would be deducted from the amount the Plaintiff would
16 owe the Defendant in regards to the value of said property.
17

18 **(11:48:44 - 11:52:18)**.

19 At the conclusion of trial, the issue of the Lane Horse Drive
20 property was not addressed again. Plaintiff suggests that the
21 Court clarify its order to avoid any further litigation on this
22 matter.
23
24

25 _____
26 ¹ NRS 53.045. Use of unsworn declaration in lieu of affidavit or other sworn declaration. Any
27 matter whose existence or truth may be established by an affidavit or other sworn declaration may be
28 established with the same effect by an unsworn declaration of its existence or truth signed by the
declarant under penalty of perjury, and dated, in substantially the prescribed form.

1 Plaintiff suggests that the Lane Horse drive property be
2 appraised within 60 days, that the Plaintiff be allowed to choose
3 the realtor, and that any amounts the court awards the Plaintiff
4 in lump sum alimony be deducted from Mr Accomando's one half share
5 of the appraised value of said property and that Plaintiff will be
6 responsible for paying Defendant the remainder either directly, or
7 by offsets against any amounts owed by the Defendant to Plaintiff
8 from the division of other community assets.
9

10 II.

11 LEGAL ARGUMENT

12 The Nevada Supreme Court explicitly recognizes motions for
13 clarification as a procedurally proper vehicle to seek explanation
14 of a Court's prior order. See e.g. *Bronneke v. Martin Rutherford*,
15 120 Nev. 230, 234, 89 P.3d 40,43 (2004); see also *State v. Eighth*
16 *Judicial District Court*, 116 Nev. 374,377,997 P.2d 126, 129
17 (2000). Clarification may also be sought under Rule 60 of the
18 Nevada Rules of Civil Procedure ("NRCP"). The Ninth Circuit Court
19 of Appeals has affirmed a party's ability to seek clarification
20 under Rule 60². See *Earth Island Inst. V. Ruthenback*, 459 F3d
21 954,966 (9th Cir. 2006) (recognizing a party's ability to file a
22 motion for clarification pursuant to Rule 60 in order to determine
23 the scope of an injunction). NRCP 60 specifically provides that
24
25

26
27 ² The Nevada Supreme Court has repeatedly stated that decisions involving the Federal Rules
28 of Civil Procedure provide persuasive authority for interpreting the NRCP. See *Nelson v. Heer*, 121
Nev. 832,834, 122 P.3d 1252, 1253 (2005).

1 the Court may correct its records on motion or on its own, with or
2 without notice. NRCF 60 (a) states:

3 a) Corrections Based on Clerical Mistakes; Oversights and
4 Omissions. The court may correct a clerical mistake or a
5 mistake arising from oversight or omission whenever one
6 is found in a judgment, order, or other part of the
7 record. The court may do so on motion or on its own,
8 with or without notice. But after an appeal has been
9 docketed in the appellate court and while it is pending,
10 such a mistake may be corrected only with the appellate
11 court's leave.

12 At this juncture, therefore, this Court has considerable
13 discretion to revisit its March 7th trial orders and to clarify the
14 adjudication of the 9607 Lane Horse Drive property.

15 While the Court did address the issue of the 9607 Lane Horse
16 Drive property during the course of the trial (11:48:44 -
17 11:52:18), and stated its intentions regarding the adjudication of
18 that property, Plaintiff requests that the Court make more
19 specific orders as outlined above to avoid any ambiguity and/or
20 the need for further litigation of this matter.

21 III

22 CONCLUSION

23 In light of all of the forgoing facts and argument, we
24 request the court clarify its order in regards to the 9607 Lane

25 /////

26 /////

27 /////

1 Horse Drive property.

2 DATED this ____ day of April, 2022.

3 Respectfully Submitted By:

4 
5 _____
6 **MARIA L. MILANO, ESQ.**

7 Nevada Bar No. 7121

8 **REZA ATHARI & ASSOCIATES**

9 A multijurisdictional law firm

10 3365 Pepper Lane, Suite 102

11 Las Vegas, Nevada 89120

12 Tel: 702-727-7777

13 Fax: 702-458-8508

14 mariamilano@atharilaw.com

15 Attorneys for Plaintiff,

16 **GEORGANN ACCOMANDO**

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MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMANDO

Plaintiff/Petitioner

v.

MARIO ACCOMANDO

Defendant/Respondent

Case No. D-21-628915-D

Dept. M

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

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

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

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

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

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

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

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

Party filing Motion/Opposition: GEORGANN ROSE ACCOMANDO Date 04-07-22

Signature of Party or Preparer /s/ GEORGANN ROSE ACCOMANDO

DISTRICT COURT
CLARK COUNTY, NEVADA

Electronically Filed
4/8/2022 7:40 AM
Steven D. Grierson
CLERK OF THE COURT



Georgann Rose Accomando, Plaintiff
vs.
Mario Accomando, Defendant.

Case No.: D-21-628915-D
Department M

NOTICE OF HEARING

Please be advised that the Motion for Clarification of the Court's Orders in Regards to the 9607 Lame Horse Drive Property on Order Shortening Time in the above-entitled matter is set for hearing as follows:

Date: May 27, 2022
Time: No Appearance Required
Location: Chambers
Family Courts and Services Center
601 N. Pecos Road
Las Vegas, NV 89101

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

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Cecilia Dixon
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

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

By: /s/ Cecilia Dixon
Deputy Clerk of the Court



MARIA L. MILANO, ESQ.
Nevada Bar #8064
REZA ATHARI & ASSOCIATES, PLLC
3365 Pepper Ln., Suite 102
Las Vegas, NV 89120
Tel: (702) 727-7777 Fax: (702) 458-8508
mariamilano@atharilaw.com
Attorney for Plaintiff,
GEORGANN ROSE ACCOMMANDO

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMMANDO,
Plaintiff,

) CASE NO.: D-21-628915-D
) DEPT. NO.: M
)
)
)

vs.

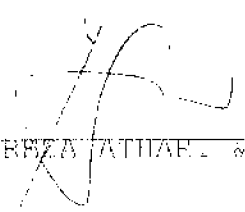
CERTIFICATE OF SERVICE

MARIO ACCOMMANDO,
Defendant

I HEREBY CERTIFY that, in accordance with Rule 5(b) of the Nevada Rules of Civil Procedure, on this 8th day of April, 2022 I served a true and correct copy of **PLAINTIFF'S MOTION FOR MORE DEFINITE STATEMENT and NOTICE OF HEARING** addressed to the following:

- ☐ Via US Mail by placing said document in a sealed envelope, with postage prepaid (N.R.C.P. 5(b))
☒ Via Electronic Filing (N.E.F.R. 9(b))
☒ Via Electronic Service (N.E.F.R. 9)

Mario Accomando
8546 S. Procyon St.
Las Vegas, Nevada 89139
ninaa1948@yahoo.com
Defendant in Proper Person


An Employee of REZA ATHARI & ASSOCIATES

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**DISTRICT COURT
CLARK COUNTY, NEVADA

Electronically Filed
4/2/2022 8:28 AM
Steven D. Grierson
CLERK OF THE COURT



Georgann Rose Accomando, Plaintiff
vs.
Mario Accomando, Defendant.

Case No.: D-21-628915-D

Department M

NOTICE OF HEARING

Please be advised that the Plaintiff's Motion for More Definite Statement in the above-entitled matter is set for hearing as follows:

Date: May 09, 2022

Time: No Appearance Required

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

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

STEVEN D. GRIERSON, CEO/Clerk of the Court

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

CERTIFICATE OF SERVICE

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

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

Steven D. Grierson

1 MOT
2 MARIA L. MILANO, ESQ.
3 Nevada Bar # 7121
4 REZA ATHARI & ASSOCIATES, PLLC
5 A multi-jurisdictional law firm
6 3365 Pepper Ln., Suite 102
7 Las Vegas, NV 89120
8 Tel: (702) 727-7777
9 Fax: (702) 458-8508
10 mariamilano@atharilaw.com
11 Attorneys for Plaintiff,
12 GEORGANN ACCOMANDO
13

14 DISTRICT COURT, FAMILY DIVISION

15 CLARK COUNTY, NEVADA

16 GEORGANN ACCOMANDO,

17 Plaintiff,

18 vs.

19 MARIO ACCOMANDO,

20 Defendant,

)
) CASE NO.: D-21-628915-D
) DEPT. NO.: M
)
)
) DATE OF HEARING:
) TIME OF HEARING:
)
)
) NO ORAL ARGUMENT REQUESTED
)

21 MOTION FOR MORE DEFINITE STATEMENT

22 COMES NOW, Plaintiff, GEORGANN ACCOMANDO, by and through her
23 attorney, MARIA L. MILANO, ESQ., of REZA ATHARI & ASSOCIATES,
24 PLLC, and hereby moves this honorable court for a more definite
25 statement in regards to health insurance for the minor child.

26 This Motion is made and based upon the papers and pleadings
27 on file herein, the Points and Authorities submitted herewith as
28 well as any Affidavits attached hereto, and any oral argument

//////

//////

1 of counsel allowed at the time of the trial of this matter.

2 DATED this 1 day of April, 2022.

3
4
5 BY: 

MARIA L. MILANO, ESQ.
Nevada Bar # 7121
REZA ATHARI & ASSOCIATES, PLLC
3365 Pepper Ln., Suite 102
Las Vegas, NV 89120
Tel: (702) 727-7777
Fax: (702) 458-8508
mariamilano@atharilaw.com
Attorney for Plaintiff,
GEORGANN ACCOMANDO

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12 **NOTICE OF MOTION**

13 TO: ALL INTERESTED PARTIES:

14 Please take notice that the hearing on Plaintiff's Motion for a
15 Temporary Award of Interim Spousal Support and Attorney's fees will be
16 held on the _____ day of _____, 2022, at the hour of _____
17 ____m., or as soon thereafter as counsel can be heard, before Department
18 M of the Eighth Judicial District Court, Family Division, Clark County,
19 Nevada, located at 601 North Pecos, Las Vegas, Clark County, Nevada.

20 DATED this _____ day of April, 2022

21 BY: 

22 MARIA L. MILANO, ESQ.
Nevada Bar # 7121
23 REZA ATHARI & ASSOCIATES, PLLC
3365 Pepper Ln., Suite 102
24 Las Vegas, NV 89120
25 Tel: (702) 727-7777
Fax: (702) 458-8508
mariamilano@atharilaw.com
26 Attorney for Plaintiff,
27 GEORGANN ACCOMANDO
28

1 POINTS AND AUTHROITIES

2 I

3 STATEMENT OF FACTS

4 During the course of the March 7, 2022 trial of this matter,
5 Plaintiff testified that the minor child, NINA ROSE ACCOMANDO, was
6 covered by Medicaid. (Trial video at 9:24:50 - 9:25:06)
7

8 Unfortunately at the close of trial, the Court did not issue
9 an order in regards to health insurance coverage for the minor
10 child.

11 As both parties are past the age of retirement and
12 unemployed, Plaintiff proposes that the minor child's Medicaid
13 coverage be maintained with any unreimbursed expenses incurred
14 for the minor child's medical care be born equally by the parties
15 pursuant to the 30/30 Rule.
16

17 II.

18 LEGAL ARGUMENT

19 Every order in Nevada involving the support for minor
20 children must include a provision providing for the medical
21 support.

22 NAC 425.135 states:

23 1. Every order issued or modified in this State must include
24 a provision specifying:

25 (a) That medical support is required to be provided for the
26 child; and

27 (b) Any details relating to that requirement.

28 2. As used in this section, "medical support" includes,
without limitation, the payment of a premium for accessible

1 medical, vision or dental coverage under a plan of insurance,
2 including, without limitation, a public plan such as Medicaid or a
3 reduced-fee plan such as the Children's Health Insurance Program,
that is reasonable in cost. For the purpose of this subsection:

4 (a) Coverage under a plan of insurance is "accessible" if the
plan:

5 (1) Is not limited to coverage within a geographical
6 area; or

7 (2) Is limited to coverage within a geographical area
8 and the child resides within that geographical area.

9 (b) The payment of a premium for coverage under a plan of
insurance is "reasonable in cost" if:

10 (1) The cost:

11 (I) To each party who is responsible for providing
12 medical support is not more than 5 percent of the
13 monthly gross income of the party; or

14 II) Of adding a dependent child to any existing coverage
15 for health care or the difference between individual and
16 family coverage, whichever is less, is not more than 5
percent of the monthly gross income of the party; and

17 (2) The court assesses the plan of insurance, including
18 the copayments, deductible and maximum out-of-pocket
costs, and determines that the plan is reasonable in
cost.

19 As the Court did not specifically make an order in regards to
20 the health insurance coverage for the minor child at the end of
21 Evidentiary Hearing in this matter, Plaintiff requests a more
22 definite statement in this regard and requests that the
23 Parties be ordered to maintain Medicaid coverage for the minor
24 child pursuant to the 30/30 Rule.
25

26 /////

27 /////

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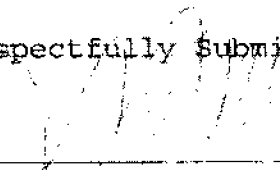
III

CONCLUSION

In light of all of the forgoing facts and argument, we request the court issue a more definite statement in regards to health care coverage for the minor child, specifically that the Parties maintain Medicaid coverage for the child pursuant to the 30/30 Rule.

DATED this ____ day of April, 2022.

Respectfully Submitted By:



MARIA L. MILANO, ESQ.
Nevada Bar No. 7121
REZA ATHARI & ASSOCIATES
A multijurisdictional law firm
3365 Pepper Lane, Suite 102
Las Vegas, Nevada 89120
Tel: 702-727-7777
Fax: 702-458-8508
mariamilano@atharilaw.com
Attorneys for Plaintiff,
GEORGANN ACCOMANDO

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMANDO

Plaintiff/Petitioner

v.

MARIO ACCOMANDO

Defendant/Respondent

Case No. D-21-628915-D

Dept. M

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

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

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

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

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

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

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

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

Party filing Motion/Opposition: GEORGANN ROSE ACCOMANDO

Date 04-01-22

Signature of Party or Preparer /s/ GEORGANN ROSE ACCOMANDO



1 MARIA L. MILANO, ESQ.
Nevada Bar #8064
2 REZA ATHARI & ASSOCIATES, PLLC
3365 Pepper Ln., Suite 102
3 Las Vegas, NV 89120
Tel: (702) 727-7777 Fax: (702) 458-8508
4 mariamilano@atharilaw.com
Attorney for Plaintiff,
5 GEORGANN ROSE ACCOMMANDO

6 DISTRICT COURT, FAMILY DIVISION

7 CLARK COUNTY, NEVADA

8 GEORGANN ROSE ACCOMMANDO,
9 Plaintiff,

) CASE NO.: D-21-628915-D
) DEPT. NO.: M
)

10 vs.

) CERTIFICATE OF SERVICE
)

11 MARIO ACCOMMANDO,
12 Defendant

)
)
)
)
)

13 I HEREBY CERTIFY that, in accordance with Rule 5(b) of the
14 Nevada Rules of Civil Procedure, on this 8th day of April, 2022 I
15 served a true and correct copy of **PLAINTIFF'S MOTION FOR**
16 **CLARIFICATION OF THE COURT'S ORDERS IN REGARDS TO THE 9607 LAME**
17 **HORSE DRIVE PROPERTY ON ORDER SHORTENING TIME and NOTICE OF**
18 **HEARING** addressed to the following:

- 19 ☐ Via US Mail by placing said document in a sealed envelope,
20 with postage prepaid (N.R.C.P. 5(b))
21 x Via Electronic Filing (N.E.F.R. 9(b))
x Via Electronic Service (N.E.F.R. 9)

22 Mario Accomando
8546 S. Procyon St.
23 Las Vegas, Nevada 89139
ninaal948@yahoo.com
24 Defendant in Proper Person

25
26 An Employee of REZA ATHARI & ASSOCIATES
27
28

DISTRICT COURT
CLARK COUNTY, NEVADA

Electronically Filed
4/8/2022 7:40 AM
Steven D. Grierson
CLERK OF THE COURT



Georgann Rose Accomando, Plaintiff

Case No.: D-21-628915-D

vs.

Mario Accomando, Defendant.

Department M

NOTICE OF HEARING

Please be advised that the Motion for Clarification of the Court's Orders in Regards to the 9607 Lame Horse Drive Property on Order Shortening Time in the above-entitled matter is set for hearing as follows:

Date: May 27, 2022

Time: No Appearance Required

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

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

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Cecilia Dixon
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

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

By: /s/ Cecilia Dixon
Deputy Clerk of the Court

Steven D. Grierson

1 MOT
2 MARIA L. MILANO, ESQ.
3 Nevada Bar # 7121
4 REZA ATHARI & ASSOCIATES, PLLC
5 A multi-jurisdictional law firm
6 3365 Pepper Ln., Suite 102
7 Las Vegas, NV 89120
8 Tel: (702) 727-7777
9 Fax: (702) 458-8508
10 mariamilano@atharilaw.com
11 Attorneys for Plaintiff,
12 GEORGANN ACCOMANDO
13

14 DISTRICT COURT, FAMILY DIVISION

15 CLARK COUNTY, NEVADA

16
17)
18) CASE NO.: D-21-628915-D
19) DEPT. NO.: M
20)
21)
22)
23)
24)
25)
26)
27)
28)

GEORGANN ACCOMANDO,
Plaintiff,
vs.
MARIO ACCOMANDO,
Defendant,

DATE OF HEARING:
TIME OF HEARING:
NO ORAL ARGUMENT REQUESTED

MOTION FOR CLARIFICATION OF THE COURT'S ORDERS IN REGARDS TO THE
9607 LAME HORSE DRIVE PROPERTY ON ORDER SHORTENING TIME

COMES NOW, Plaintiff, GEORGANN ACCOMANDO, by and through her attorney, MARIA L. MILANO, ESQ., of REZA ATHARI & ASSOCIATES, PLLC, and hereby moves this honorable court for clarification of its orders regarding the 9607 Lame Horse Drive property.

This Motion is made and based upon the papers and pleadings on file herein, the Points and Authorities submitted herewith as well as any Affidavits attached hereto, and any oral argument

/////

/////

1 of counsel allowed at the time of the trial of this matter.

2 DATED this 6 day of April, 2022.

3
4
5 BY: [Signature]

MARIA L. MILANO, ESQ.

Nevada Bar # 7121

REZA ATHARI & ASSOCIATES, PLLC

3365 Pepper Ln., Suite 102

Las Vegas, NV 89120

Tel: (702) 727-7777

Fax: (702) 458-8508

mariamilano@atharilaw.com

Attorney for Plaintiff,

GEORGANN ACCOMANDO

6
7
8
9
10
11
12 **NOTICE OF MOTION**

13 **TO: ALL INTERESTED PARTIES:**

14 Please take notice that the hearing on Plaintiff's Motion for a
15 Temporary Award of Interim Spousal Support and Attorney's fees will be
16 held on the _____ day of _____, 2022, at the hour of _____
17 ____m., or as soon thereafter as counsel can be heard, before Department
18 M of the Eighth Judicial District Court, Family Division, Clark County,
19 Nevada, located at 601 North Pecos, Las Vegas, Clark County, Nevada.

20 DATED this 8 day of April, 2022

21
22 BY: [Signature]

MARIA L. MILANO, ESQ.

Nevada Bar # 7121

REZA ATHARI & ASSOCIATES, PLLC

3365 Pepper Ln., Suite 102

Las Vegas, NV 89120

Tel: (702) 727-7777

Fax: (702) 458-8508

mariamilano@atharilaw.com

Attorney for Plaintiff,

GEORGANN ACCOMANDO

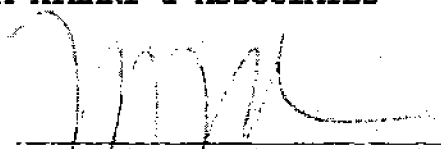
1 ORDER SHORTENING TIME

2 **GOOD CAUSE APPEARING**, it is hereby ORDERED that the time for
3 hearing the above captioned PLAINTIFF'S MOTION FOR CLARIFICATION
4 OF THE COURT'S ORDERS will be shortening and heard on the _____
5 day of _____, 2022 at _____ a.m./p.m., or as soon thereafter
6 as the matter may be heard.
7

8 Opposition by the Defendant must be filed and served by
9 _____, 2022.

10 Reply by Plaintiff must be filed and served by _____,
11 2022.

12
13
14 Respectfully submitted by
15 **REZA ATHARI & ASSOCIATES**

16
17 BY: 
18 **MARIA L. MILANO, ESQ.**
19 Nevada Bar No 7121
20 3365 Pepper Lane, Suite 102
21 Las Vegas, Nevada 89120
22 Tel: 702-727-7777
23 Attorneys for the Plaintiff,
24 GEORGANN ACCOMANDO
25
26
27
28

1 DECLARATION OF COUNSEL IN SUPPORT OF MOTION FOR CLARIFICATION ON
2 ORDER SHORTENING TIME POINTS AND AUTHORITIES

3 I, Maria L. Milano, Esq. hereby declare as follows:

4 1. I am an attorney licensed to practice law in the State
5 of Nevada, and represent the Plaintiff, GEORGANN ACCOMANDO in the
6 present divorce case.

7 2. I have personal knowledge of the facts stated in this
8 Declaration. If called upon to testify to the same, I am
9 competent to do so.

10 3. In the instant litigation although the Court addressed
11 its intentions of how it would adjudicate the 9607 Lane Horse
12 Drive property, it did not specifically issue an order in this
13 regard at the end of the March 7, 2022 trial.

14 4. Therefore, in order to avoid any confusion, ambiguity
15 and/or further litigation in regards to this matter, and in
16 anticipation of any appeal of the Court's orders, Plaintiff
17 feels it is imperative that the Court clarify it's orders
18 regarding the 9607 Lane Horse Drive property.

19 5. As the Plaintiff's only income at this time is Social
20 Security in the approximate amount of \$600 each month, Plaintiff
21 requests that the Court grant Plaintiff's request to decide the
22 present Motion on an Order shortening Time so that Plaintiff may
23 begin executing on the Court's Orders as soon as possible.

24 6. This Order Shortening Time is made in good faith and
25 without dilatory motive.

26 I declare under penalty of perjury under the laws of the
27
28

1 State of Nevada (NRS 53.045)¹ that the foregoing is true and
2 correct.

3 DATED this 6 day of April, 2022

4
5 
6 MARIA L. MILANO, ESQ.
7

8 **I**

9 **STATEMENT OF FACTS**

10 During the course of the March 7, 2022 trial of this matter,
11 the court addressed the issue of the 9607 Lane Horse Drive
12 property by stating it intended to order all of the real property
13 held by the Parties sold, but that Plaintiff would maintain the
14 Lane Horse drive property and that any lump sum alimony awarded to
15 Plaintiff would be deducted from the amount the Plaintiff would
16 owe the Defendant in regards to the value of said property.
17

18 (11:48:44 - 11:52:18).

19 At the conclusion of trial, the issue of the Lane Horse Drive
20 property was not addressed again. Plaintiff suggests that the
21 Court clarify its order to avoid any further litigation on this
22 matter.
23

24
25 _____
26 ¹ NRS 53.045. Use of unsworn declaration in lieu of affidavit or other sworn declaration. Any
27 matter whose existence or truth may be established by an affidavit or other sworn declaration may be
28 established with the same effect by an unsworn declaration of its existence or truth signed by the
declarant under penalty of perjury, and dated, in substantially the prescribed form.

1 Plaintiff suggests that the Lane Horse drive property be
2 appraised within 60 days, that the Plaintiff be allowed to choose
3 the realtor, and that any amounts the court awards the Plaintiff
4 in lump sum alimony be deducted from Mr Accomando's one half share
5 of the appraised value of said property and that Plaintiff will be
6 responsible for paying Defendant the remainder either directly, or
7 by offsets against any amounts owed by the Defendant to Plaintiff
8 from the division of other community assets.
9

10 II.

11 LEGAL ARGUMENT

12 The Nevada Supreme Court explicitly recognizes motions for
13 clarification as a procedurally proper vehicle to seek explanation
14 of a Court's prior order. See e.g. *Bronneke v. Martin Rutherford*,
15 120 Nev. 230, 234, 89 P.3d 40, 43 (2004); see also *State v. Eighth*
16 *Judicial District Court*, 116 Nev. 374, 377, 997 P.2d 126, 129
17 (2000). Clarification may also be sought under Rule 60 of the
18 Nevada Rules of Civil Procedure ("NRCP"). The Ninth Circuit Court
19 of Appeals has affirmed a party's ability to seek clarification
20 under Rule 60². See *Earth Island Inst. V. Ruthenback*, 459 F3d
21 954, 966 (9th Cir. 2006) (recognizing a party's ability to file a
22 motion for clarification pursuant to Rule 60 in order to determine
23 the scope of an injunction). NRCP 60 specifically provides that
24
25

26
27 ² The Nevada Supreme Court has repeatedly stated that decisions involving the Federal Rules
28 of Civil Procedure provide persuasive authority for interpreting the NRCP. See *Nelson v. Heer*, 121
Nev. 832, 834, 122 P.3d 1252, 1253 (2005).

1 the Court may correct its records on motion or on its own, with or
2 without notice. NRCF 60 (a) states:

3 a) Corrections Based on Clerical Mistakes; Oversights and
4 Omissions. The court may correct a clerical mistake or a
5 mistake arising from oversight or omission whenever one
6 is found in a judgment, order, or other part of the
7 record. The court may do so on motion or on its own,
8 with or without notice. But after an appeal has been
9 docketed in the appellate court and while it is pending,
10 such a mistake may be corrected only with the appellate
11 court's leave.

12 At this juncture, therefore, this Court has considerable
13 discretion to revisit its March 7th trial orders and to clarify the
14 adjudication of the 9607 Lane Horse Drive property.

15 While the Court did address the issue of the 9607 Lane Horse
16 Drive property during the course of the trial (11:48:44 -
17 11:52:18), and stated its intentions regarding the adjudication of
18 that property, Plaintiff requests that the Court make more
19 specific orders as outlined above to avoid any ambiguity and/or
20 the need for further litigation of this matter.

21 III

22 CONCLUSION

23 In light of all of the forgoing facts and argument, we
24 request the court clarify its order in regards to the 9607 Lane

25 /////

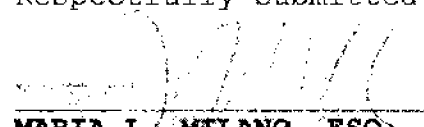
26 /////

27 /////

1 Horse Drive property.

2 DATED this 6 day of April, 2022.

3 Respectfully Submitted By:

4
5 
6 **MARIA L. MILANO, ESQ.**

7 Nevada Bar No. 7121

8 **REZA ATHARI & ASSOCIATES**

9 A multijurisdictional law firm

10 3365 Pepper Lane, Suite 102

11 Las Vegas, Nevada 89120

12 Tel: 702-727-7777

13 Fax: 702-458-8508

14 mariamilano@atharilaw.com

15 Attorneys for Plaintiff,

16 **GEORGANN ACCOMANDO**
17
18
19
20
21
22
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MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMANDO

Plaintiff/Petitioner

v.

MARIO ACCOMANDO

Defendant/Respondent

Case No. D-21-628915-D

Dept. M

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

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

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

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

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

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

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

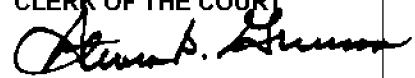
The total filing fee for the motion/opposition I am filing with this form is:

<input checked="" type="checkbox"/>	\$0	<input type="checkbox"/>	\$25	<input type="checkbox"/>	\$57	<input type="checkbox"/>	\$82	<input type="checkbox"/>	\$129	<input type="checkbox"/>	\$154
-------------------------------------	-----	--------------------------	------	--------------------------	------	--------------------------	------	--------------------------	-------	--------------------------	-------

Party filing Motion/Opposition: GEORGANN ROSE ACCOMANDO

Date 04-07-22

Signature of Party or Preparer /s/ GEORGANN ROSE ACCOMANDO



1 EPAP
2 MARIA L. MILANO, ESQ.
3 Nevada Bar # 7121
4 REZA ATHARI & ASSOCIATES, PLLC
5 3365 Pepper Ln., Suite 102
6 Las Vegas, NV 89120
7 Tel: (702) 727-7777 Fax: (702) 458-8508
8 mariamilano@atharilaw.com
9 Attorney for Plaintiff,
10 GEORGANN ROSE ACCOMANDO

11 DISTRICT COURT, FAMILY DIVISION

12 CLARK COUNTY, NEVADA

13 GEORGANN ROSE ACCOMANDO,)
14) CASE NO.: D-21-628915-D
15) DEPT. NO.: M
16 Plaintiff,)
17)
18 vs.) HEARING DATE:
19) HEARING TIME:
20 MARIO ACCOMANDO,)
21)
22 Defendant,)
23)

24 EX PARTE MOTION FOR AN ORDER SHORTENING TIME

25 COMES NOW, Plaintiff, GEORGANN ROSE ACCOMANDO, by and through
26 her attorney of record, MARIA L. MILANO, ESQ., of REZA ATHARI &
27 ASSOCIATES and hereby submits the present Ex Parte Motion for An
28 Order Shortening time pursuant to EDCR 5.514 and requests that this
Court shorten the time in which to hear the Movant's Motion for
More Definite Statement.

This application is based upon the pleadings and papers on
file and the declaration of the moving party attached to this
motion.

DECLARATION IN SUPPORT OF EX PARTE MOTION

FOR AN ORDER SHORTENING TIME

I declare under penalty of perjury:

1 1. I represent the Plaintiff in the above entitled case and
2 that I have personal knowledge of the facts contained herein and am
3 competent to testify to these facts.

4 2. There is a hearing scheduled for Plaintiff's **MOTION FOR**
5 **MORE DEFINITE STATEMENT** on May 9, 2022 at chambers.

6 3. The opposing party was e-served with said Motion on
7 April 1, 2022 and together with the Notice of Hearing on April 8,
8 2022.

9 4. That pursuant to the Order of this Court at the
10 Evidentiary Hearing on March 7, 2022, I was given thirty (30) days
11 within which to prepare the Decree and submit it to Defendant for
12 review and signature.

13 5. That on March 16, 2022, I submitted the decree to
14 Defendant for his review and received no response, hence the decree
15 was submitted to this Court for approval on March 28, 2022.

16 6. That on March 31, 2022, I received a memo from the Court
17 stating that Decree has been returned as I have to provide time
18 stamps on the same.

19 7. That upon review of the video of the evidentiary hearing
20 I noticed that the issue of health insurance coverage needed to be
21 included in the orders of this Court. Hence, I filed the instant
22 Motion for Definite Statement on April 1, 2022 and requests for the
23 same to be heard or ruled on before the May 9, 2022 hearing so as
24 not to cause further delay in the re-submission of the decree for
25 review and approval of Defendant and of this Court .

26 / / / /

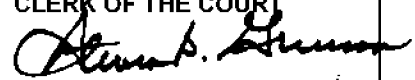
27 / / / /

28

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

DATED this 8 day of April, 2022.

MARIA L. MILANO, ESQ.



1 EPAP
2 MARIA L. MILANO, ESQ.
3 Nevada Bar # 7121
4 REZA ATHARI & ASSOCIATES, PLLC
5 3365 Pepper Ln., Suite 102
6 Las Vegas, NV 89120
7 Tel: (702) 727-7777 Fax: (702) 458-8508
8 mariamilano@atharilaw.com
9 Attorney for Plaintiff,
10 GEORGANN ROSE ACCOMANDO

11 DISTRICT COURT, FAMILY DIVISION

12 CLARK COUNTY, NEVADA

13 GEORGANN ROSE ACCOMANDO,

14 Plaintiff,

15 vs.

16 MARIO ACCOMANDO,

17 Defendant,

)
) CASE NO.: D-21-628915-D
) DEPT. NO.: M
)
) HEARING DATE:
) HEARING TIME:
)
)
)
)

18 EX PARTE MOTION FOR AN ORDER SHORTENING TIME

19 COMES NOW, Plaintiff, GEORGANN ROSE ACCOMANDO, by and through
20 her attorney of record, MARIA L. MILANO, ESQ., of REZA ATHARI &
21 ASSOCIATES and hereby submits the present Ex Parte Motion for An
22 Order Shortening time pursuant to EDCR 5.514 and requests that this
23 Court shorten the time in which to hear the Movant's Motion for
24 Clarification of the Court's Orders.

25 This application is based upon the pleadings and papers on
26 file and the declaration of the moving party attached to this
27 motion.

28 DECLARATION IN SUPPORT OF EX PARTE MOTION

FOR AN ORDER SHORTENING TIME

I declare under penalty of perjury:

1 1. I represent the Plaintiff in the above entitled case and
2 that I have personal knowledge of the facts contained herein and am
3 competent to testify to these facts.

4 2. There is a hearing scheduled for Plaintiff's **Motion for**
5 **Clarification of the Court's Orders in Regards to the 9607 Lane**
6 **Horse Drive Property on Order Shortening Time** on May 27, 2022 at
7 chambers.

8 3. The opposing party was c-served with said Motion on
9 April 7, 2022 and together with the Notice of Hearing on April 8,
10 2022.

11 4. That pursuant to the Order of this Court at the
12 Evidentiary Hearing on March 7, 2022, I was given thirty (30) days
13 within which to prepare the Decree and submit it to Defendant for
14 review and signature.

15 5. That on March 16, 2022, I submitted the decree to
16 Defendant for his review and received no response, hence the decree
17 was submitted to this Court for approval on March 28, 2022.

18 6. That on March 31, 2022, I received a memo from the Court
19 stating that Decree has been returned as I have to provide time
20 stamps on the same.

21 7. That upon review of the video of the evidentiary hearing
22 I noticed that there is a need for this Court to clarify its orders
23 regarding the Parties' 9607 Lane Horse Drive property. Hence, I
24 filed the instant Motion for Clarification of the Court's Orders in
25 Regards to the 9607 Lane Horse Drive Property on April 7, 2022 and
26 requests for the same to be heard or ruled on before the May 27,
27 2022 hearing so as not to cause further delay in the re-submission
28 of the decree for review and approval of Defendant and of this


1 Court .

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

4 DATED this 8 day of April, 2022.

5

6



MARIA L. MILANO, ESQ.

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26

27

28

Amanda S. Martin

CLERK OF THE COURT

1 OST
2 MARIA L. MILANO, ESQ.
3 Nevada Bar # 7121
4 REZA ATHARI & ASSOCIATES, PLLC
5 3365 Pepper Ln., Suite 102
6 Las Vegas, NV 89120
7 Tel: (702) 727-7777 Fax: (702) 458-8508
8 mariamilano@atharilaw.com
9 Attorney for Plaintiff,
10 GEORGANN ROSE ACCOMANDO

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMANDO,

Plaintiff,

vs.

MARIO ACCOMANDO,

Defendant,

)
) CASE NO.: D-21-628915-D
) DEPT. NO.: M

ORDER SHORTENING TIME

Upon application of the Plaintiff, GEORGANN ROSE ACCOMANDO,
by and through her attorneys of record, MARIA L. MILANO, ESQ. of
REZA ATHARI & ASSOCIATES, and good cause appearing therefore:

IT IS HEREBY ORDERED that the ~~time for hearings~~ ~~Movant's Motion~~
on May 9, 2022, and May 27, 2022, are
~~for More Definite Statement is~~ hereby shortened and shall be heard
on the 19th day of April, 2022 at the hour of 9:30 .m.
before the Eighth Judicial District Court Family Division located
at 601 N. Pecos Road, Las Vegas, Nevada 89101.
Dated this 11th day of April, 2022

Respectfully Submitted by:

MARIA L. MILANO, ESQ.
Nevada Bar No. 7121
REZA ATHARI & ASSOCIATES
3365 Pepper Lane, Suite 102
Las Vegas, NV 89120
Attorneys for Plaintiff,
GEORGANN ROSE ACCOMANDO

D5B BE3 2E41 8EBB
Amy M. Mastin
District Court Judge

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Georgann Rose Accomando,
Plaintiff

CASE NO: D-21-628915-D

7 vs.

DEPT. NO. Department M

8
9 Mario Accomando, Defendant.

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 4/11/2022

15 State Department

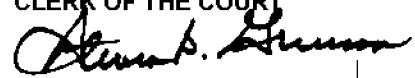
statedepartment@atharilaw.com

16 Maria Milano

mariamilano@atharilaw.com

17 Mario Accomando

ninaa1948@yahoo.com



1 NEOJ
2 MARIA L. MILANO, ESQ.
3 Nevada Bar No. 7121
4 REZA ATHARI & ASSOCIATES
5 A Multi-jurisdictional Law Firm
6 3655 Pepper Lane, Suite 102
7 Las Vegas, Nevada 89120
8 Tel: (702) 727-7777
9 Fax: (702) 458-8508
10 Email: mariamilano@atharilaw.com
11 Attorney for Plaintiff,
12 GEORGANN ROSE ACCOMANDO

13
14 DISTRICT COURT, FAMILY DIVISION

15 CLARK COUNTY, NEVADA

16 * * * * *

17 GEORGANN ROSE ACCOMANDO,)
18)
19 Plaintiff,)
20)
21 vs.)
22)
23 MARIO ACCOMANDO,)
24)
25 Defendant.)
26)
27)
28)

CASE NO: D-21-628915-D
DEPT NO: M

29 NOTICE OF ENTRY OF ORDER

30 PLEASE TAKE NOTICE that an Order was entered in the above-
31 entitled matter on April 12, 2022, a true and correct copy is
32 attached hereto.

33 DATED this ____ day of April, 2022.

34 By:

35 MARIA L. MILANO, Esq.
36 Nevada Bar # 7121
37 REZA ATHARI & ASSOCIATES, PLLC
38 A Multi-Jurisdictional Firm
39 3365 Pepper Lane, Suite #102
40 Las Vegas, NV 89120
41 Attorney for Plaintiff
42 GEORGANN ACCOMANDO

CERTIFICATE OF SERVICE

I declare under penalty of perjury that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On the ____th day of April, 2022, I served a true and correct copy of **NOTICE OF ENTRY OF ORDER** was sent to the party listed below via electronic service through the Eighth Judicial District Court's Odyssey E-File and Serve System, as follows:

Mario Accomando
8546 Procyon St.
Las Vegas, Nevada 89139
ninaa1948@yahoo.com
Defendant in Proper Person

Employee of Reza Athari & Associates

Howard S. Martin
CLERK OF THE COURT

1 OST
2 MARIA L. MILANO, ESQ.
3 Nevada Bar # 7121
4 REZA ATHARI & ASSOCIATES, PLLC
5 3365 Pepper Ln., Suite 102
6 Las Vegas, NV 89120
7 Tel: (702) 727-7777 Fax: (702) 458-8508
8 mariamilano@atharilaw.com
9 Attorney for Plaintiff,
10 GEORGANN ROSE ACCOMANDO

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

8 GEORGANN ROSE ACCOMANDO,

9 Plaintiff,

10 vs.

11 MARIO ACCOMANDO,

12 Defendant,

)
) CASE NO.: D-21-628915-D
) DEPT. NO.: M

ORDER SHORTENING TIME

14 Upon application of the Plaintiff, GEORGANN ROSE ACCOMANDO,
15 by and through her attorneys of record, MARIA L. MILANO, ESQ. of
16 REZA ATHARI & ASSOCIATES, and good cause appearing therefore:

17 IT IS HEREBY ORDERED that the ~~time for hearings~~ ~~Movant's Motion~~
18 on May 9, 2022, and May 27, 2022, are
19 ~~for More Definite Statement~~ is hereby shortened and shall be heard
20 on the 19th day of April, 2022 at the hour of 9:30 .m.
21 before the Eighth Judicial District Court Family Division located
22 Dated this 11th day of April, 2022
23 at 601 N. Pecos Road, Las Vegas, Nevada 89101.

24 Respectfully Submitted by:

25 *Maria L. Milano*
26 MARIA L. MILANO, ESQ.
27 Nevada Bar No. 7121
28 REZA ATHARI & ASSOCIATES
3365 Pepper Lane, Suite 102
Las Vegas, NV 89120
Attorneys for Plaintiff,
GEORGANN ROSE ACCOMANDO

Amy M. Mastin
D5B BE3 2E41 8EBB
Amy M. Mastin
District Court Judge

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Georgann Rose Accomando,
7 Plaintiff

CASE NO: D-21-628915-D

8 vs.

DEPT. NO. Department M

9 Mario Accomando, Defendant.

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

Service Date: 4/11/2022

15 State Department

statedepartment@atharilaw.com

16 Maria Milano

mariamilano@atharilaw.com

17 Mario Accomando

ninaa1948@yahoo.com



NORH

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMANDO,

Plaintiff,

v.

MARIO ACCOMANDO,

Defendant.

CASE NO.: D-21-628915-D
DEPARTMENT: M

NOTICE OF RESCHEDULING OF HEARING

Please be advised that the date and time of a hearing set before the Honorable Amy M. Mastin has been changed. The **Motion for Clarification of the Court's Orders in Regards to the 9607 Lame Horse Drive Property on Order Shortening Time**, presently scheduled for April 19, 2022, at 9:30 a.m., has been **rescheduled to April 28, 2022, at 10:00 a.m.**

Pursuant to Administrative Order 21-04, the hearing shall be conducted remotely without in-person appearances. Go to: <https://www.buejeans.com> Meeting No. 767 328 940. No passcode required.

HONORABLE AMY M. MASTIN

By: /s/Danielle Coulter
Judicial Executive Assistant
Department M

CERTIFICATE OF SERVICE

I hereby certify that on the above file stamped date:

☒ I e-served a copy of the foregoing NOTICE OF RESCHEDULING OF HEARING pursuant to NEFCR 9 to:

Maria Milano, Esq.
Mariamilano@atharilaw.com

Mario Accomando
Ninaa1948@yahoo.com

☐ I mailed, via first-class mail, postage fully prepaid, the foregoing NOTICE OF RESCHEDULING OF HEARING to:

/s/Danielle Coulter
Judicial Executive Assistant
Department M

1 During the Evidentiary Hearing testimony was elicited from the
2 Plaintiff that the minor child was covered by Medicaid. Plaintiff
3 suggested in her motion that the minor child continue to be covered
4 by Medicaid, that any unreimbursed medical expenses be born equally
5 between the Parties pursuant to the "30/30 Rule."

6 Now therefore the Court issues the following Orders:

7 **IT IS HEREBY ORDERED** that Plaintiff's Motion shall be GRANTED.

8 **IT IS FURTHER ORDERED** that the minor child shall remain
9 covered by Medicaid and that any unreimbursed medical expenses for
10 the minor child shall be born equally by the Parties in accordance
11 with the "30/30 Rule" defined as follows:
12

13 **Documentation of Out-of-pocket Expenses Required:** A party who
14 incurs an out-of-pocket expense of medical care is required to
15 document that expense and proof of payment of that expense. A
16 receipt from the health care provider is sufficient to prove
17 the expense so long as the receipt has the name of the
children on it and shows payment by the party seeking
reimbursement.

18 **Timely Submission of Requests for Reimbursement:** The party who
19 has paid or incurred a health care expense for the minor
20 children must submit his or her claim for reimbursement from
21 the insurance company within the deadline required for
22 reimbursement by the insurance policy. If a party fails to
23 timely submit such a claim for reimbursement, and the claim is
denied by the insurance company as untimely, that party shall
pay the entire amount which would have been paid by the
insurance company as well as the entire expense which would
not have been paid by insurance if the claim had been timely
filed.

24 **Mitigation of Health Expenses Required:** Use of Covered
25 Insurance Providers: Each party has a duty to mitigate medical
26 expenses for the minor children. Absent compelling
27 circumstances, a party should take the minor child to a health
28 care provider covered by the insurance in effect and use
preferred or covered providers, if available, in order to
minimize the cost of healthcare for the minor child. The
burden is on the party using a non-covered health care

1 provider to demonstrate that the choice not to use a covered
2 provider or the lowest cost option was reasonably necessary in
3 the particular circumstances of that case. If the court finds
4 the choice of a non-covered or more expensive covered provider
5 was not reasonably necessary, then the court may impose a
6 greater portion of financial responsibility for the cost of
7 that health care to the party who incurred that expense up to
8 the full amount which would have been provided by the lowest
9 cost insurance choice.

10 **Sharing of Insurance Information Required:** The party providing
11 insurance coverage for the children has a continuing
12 obligation to provide insurance information to the other party
13 including, but not limited to, copies of policies and policy
14 amendments as they are received, claim forms, preferred
15 provider lists (as modified from time to time), and
16 identification cards. If the insuring party fails to timely
17 supply any of the above items to the other party, and that
18 failure results in a denial of a claim because of the
19 non-insuring parties' failure to comply with the procedures
20 required by the amended or updated insurance policies, the
21 party providing insurance shall be responsible for all
22 healthcare expenses incurred by the minor children for that
23 claim that would have been covered by insurance.

24 **Reimbursement for Out-of-pocket Expenses:** If either party
25 seeks reimbursement of an unreimbursed healthcare expense he
26 or she has incurred on behalf of the minor children, he or she
27 must submit such request for reimbursement to the other within
28 thirty(30) days of incurring such expense or being advised by
the provider that such expense would not be reimbursed. If
that party fails to request such reimbursement within that
time period, he or she shall forfeit any right to seek
reimbursement. If the other party receives a written request
for contribution for an unreimbursed health care expense for
the children, he or she must reimburse the other for fifty
(50%) of that expense within thirty(30) days of receipt of the
written request for contribution. That party must raise any
objection to the request for contribution within the thirty
(30) day period after the request for contribution is received
or they shall be deemed to have waived such objection. Any
objection to the request for contribution must be made in
writing. If the other party does not respond to the request
within the thirty (30) day period, that party may be assessed
attorney's fees if a contempt proceeding or court action is
required as a result of the party's failure to pay or timely
object.

586

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Georgann Rose Accomando,
Plaintiff

CASE NO: D-21-628915-D

7 vs.

DEPT. NO. Department M

8
9 Mario Accomando, 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: 4/18/2022

15 State Department

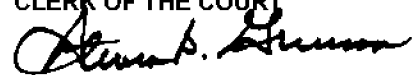
statedepartment@atharilaw.com

16 Maria Milano

mariamilano@atharilaw.com

17 Mario Accomando

ninaa1948@yahoo.com



1 NEOJ
2 MARIA L. MILANO, ESQ.
3 Nevada Bar No. 7121
4 REZA ATHARI & ASSOCIATES
5 A Multi-jurisdictional Law Firm
6 3655 Pepper Lane, Suite 102
7 Las Vegas, Nevada 89120
8 Tel: (702)727-7777
9 Fax: (702)458-8508
10 Email: mariamilano@atharilaw.com
11 Attorney for Plaintiff,
12 GEORGANN ROSE ACCOMANDO

7 DISTRICT COURT, FAMILY DIVISION
8 CLARK COUNTY, NEVADA

9 * * * * *

10 GEORGANN ROSE ACCOMANDO,)
11)
12 Plaintiff,)
13 vs.)
14 MARIO ACCOMANDO,)
15 Defendant.)

CASE NO: D-21-628915-D
DEPT NO: M

16
17 NOTICE OF ENTRY OF ORDER

18 PLEASE TAKE NOTICE that an Order was entered in the above-
19 entitled matter on April 18, 2022, a true and correct copy is
20 attached hereto.

21 DATED this 1 day of April, 2022.

22 By:

23 MARIA L. MILANO, Esq.
24 Nevada Bar # 7121
25 REZA ATHARI & ASSOCIATES, PLLC
26 A Multi-Jurisdictional Firm
27 3365 Pepper Lane, Suite #102
28 Las Vegas, NV 89120
Attorney for Plaintiff
GEORGANN ACCOMANDO

1 CERTIFICATE OF SERVICE

2 I declare under penalty of perjury that I am over the age of
3 eighteen (18) years, and I am not a party to, nor interested in,
4 this action. On the ____th day of April, 2022, I served a true and
5 correct copy of NOTICE OF ENTRY OF ORDER was sent to the party
6 listed below via electronic service through the Eighth Judicial
7 District Court's Odyssey E-File and Serve System, as follows:

8
9 Mario Accomando
10 8546 Procyon St.
11 Las Vegas, Nevada 89139
ninaal948@yahoo.com
Defendant in Proper Person

12 Employee of Reza Athari & Associates
13
14
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28

Heather S. Linn
CLERK OF THE COURT

1 **ORDR**
2 **MARIA L. MILANO, ESQ.**
3 **REZA ATHARI & ASSOCIATES, PLLC**

4 **A multi-jurisdictional law firm**
5 **3365 Pepper Ln., Suite 102**
6 **Las Vegas, NV 89120**
7 **Tel: (702) 727-7777**
8 **Fax: (702) 458-8508**
9 **mariamilano@atharilaw.com**
10 **Attorney for Plaintiff,**
11 **GEORGANN ROSE ACCOMANDO**

12 **DISTRICT COURT, FAMILY DIVISION**

13 **CLARK COUNTY, NEVADA**

14 **GEORGANN ROSE ACCOMANDO,**

15 **Plaintiff,**

16 **vs.**

17 **MARIO ACCOMANDO,**

18 **Defendant,**

)
) **CASE NO.: D-21-628915-D**
) **DEPT. NO.: M**
)
)
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)
)

19 **FOR CONTINUED MEDICAID COVERAGE**
20 **ORDER AFTER CHAMBER'S HEARING**

21 This case having come on for a ~~hearing in Chambers on~~
22 ~~April 19, 2022 on Plaintiff's Motion for More Definite State in~~
23 ~~regards to health insurance coverage for the minor child, and~~
24 ~~having received no Opposition, the Court finds as follows:~~

25 ~~At the conclusion of the Evidentiary Hearing of this matter on~~
26 ~~March 7, 2022, the Court failed to address the issue of health~~
27 ~~insurance coverage for the minor child. As a result, the Plaintiff~~
28 ~~brought the present motion seeking clarification in regards to this~~
~~point.~~

REZA ATHARI & ASSOCIATES, PLLC

1 During the Evidentiary Hearing testimony was elicited from the
2 Plaintiff that the minor child was covered by Medicaid. Plaintiff
3 suggested in her motion that the minor child continue to be covered
4 by Medicaid, that any unreimbursed medical expenses be born equally
5 between the Parties pursuant to the "30/30 Rule."

6 Now therefore the Court issues the following Orders:

7 **IT IS HEREBY ORDERED** that Plaintiff's Motion shall be GRANTED.

8 **IT IS FURTHER ORDERED** that the minor child shall remain
9 covered by Medicaid and that any unreimbursed medical expenses for
10 the minor child shall be born equally by the Parties in accordance
11 with the "30/30 Rule" defined as follows:
12

13 **Documentation of Out-of-pocket Expenses Required:** A party who
14 incurs an out-of-pocket expense of medical care is required to
15 document that expense and proof of payment of that expense. A
16 receipt from the health care provider is sufficient to prove
17 the expense so long as the receipt has the name of the
children on it and shows payment by the party seeking
reimbursement.

18 **Timely Submission of Requests for Reimbursement:** The party who
19 has paid or incurred a health care expense for the minor
20 children must submit his or her claim for reimbursement from
21 the insurance company within the deadline required for
22 reimbursement by the insurance policy. If a party fails to
23 timely submit such a claim for reimbursement, and the claim is
denied by the insurance company as untimely, that party shall
pay the entire amount which would have been paid by the
insurance company as well as the entire expense which would
not have been paid by insurance if the claim had been timely
filed.

24 **Mitigation of Health Expenses Required:** Use of Covered
25 Insurance Providers: Each party has a duty to mitigate medical
26 expenses for the minor children. Absent compelling
27 circumstances, a party should take the minor child to a health
28 care provider covered by the insurance in effect and use
preferred or covered providers, if available, in order to
minimize the cost of healthcare for the minor child. The
burden is on the party using a non-covered health care

1 provider to demonstrate that the choice not to use a covered
2 provider or the lowest cost option was reasonably necessary in
3 the particular circumstances of that case. If the court finds
4 the choice of a non-covered or more expensive covered provider
5 was not reasonably necessary, then the court may impose a
6 greater portion of financial responsibility for the cost of
that health care to the party who incurred that expense up to
the full amount which would have been provided by the lowest
cost insurance choice.

7 **Sharing of Insurance Information Required:** The party providing
8 insurance coverage for the children has a continuing
9 obligation to provide insurance information to the other party
10 including, but not limited to, copies of policies and policy
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13 identification cards. If the insuring party fails to timely
14 supply any of the above items to the other party, and that
failure results in a denial of a claim because of the
non-insuring parties' failure to comply with the procedures
required by the amended or updated insurance policies, the
party providing insurance shall be responsible for all
healthcare expenses incurred by the minor children for that
claim that would have been covered by insurance.

15 **Reimbursement for Out-of-pocket Expenses:** If either party
16 seeks reimbursement of an unreimbursed healthcare expense he
17 or she has incurred on behalf of the minor children, he or she
18 must submit such request for reimbursement to the other within
19 thirty(30) days of incurring such expense or being advised by
20 the provider that such expense would not be reimbursed. If
21 that party fails to request such reimbursement within that
22 time period, he or she shall forfeit any right to seek
23 reimbursement. If the other party receives a written request
24 for contribution for an unreimbursed health care expense for
25 the children, he or she must reimburse the other for fifty
26 (50%) of that expense within thirty(30) days of receipt of the
27 written request for contribution. That party must raise any
28 objection to the request for contribution within the thirty
(30) day period after the request for contribution is received
or they shall be deemed to have waived such objection. Any
objection to the request for contribution must be made in
writing. If the other party does not respond to the request
within the thirty (30) day period, that party may be assessed
attorney's fees if a contempt proceeding or court action is
required as a result of the party's failure to pay or timely
object.

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Dated this 18th day of April, 2022

Spillath

AF9 6F0 8F7E 3F1C
Amy M. Mastin
District Court Judge

Page 4 of 4

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Georgann Rose Accomando,
Plaintiff

CASE NO: D-21-628915-D

7 vs.

DEPT. NO. Department M

8
9 Mario Accomando, 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 cFile system to all
recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 4/18/2022

15 State Department statedepartment@atharilaw.com

16 Maria Milano mariamilano@atharilaw.com

17 Mario Accomando ninaa1948@yahoo.com
18
19
20
21
22
23
24
25
26
27
28

Heather L. Smith
CLERK OF THE COURT

1 **CHLG**

2 Mario Accomando, Pro Se
3 8546 Procyon Street
4 Las Vegas, NV. 89139
5 773.308.5041
6 ninaa1948@yahoo.com

7
8
9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 GEORGANN ACCOMANDO

12 Plaintiff,

CASE NO.: D-21-628915_D
DEPT NO.: M

13 vs.

14 MARIO ACCOMANDO

15 Respondent.

16 **PEREMPTORY CHALLENGE**

17 I request that this case be re-assigned from Judge Amy Mastin in Department M to another Judge,
18 pursuant to Nevada Supreme Court Rule 48.1. I declare, under penalty of perjury under the law of the
19 State of Nevada, that the foregoing is true and correct.

20 **DATED** this 15th day of April, 2022.

21 *Mario Accomando*

22 Mario Accomando, Pro Se
23 8546 Procyon Street
24 Las Vegas, NV. 89139
25 773.308.5041
26 ninaa1948@yahoo.com
27
28



DISTRICT COURT
CLARK COUNTY, NEVADA

* * * *

GEORGANN ROSE ACCOMANDO,
PLAINTIFF
VS.
MARIO ACCOMANDO, DEFENDANT.

CASE NO.: D-21-628915-D
DEPARTMENT T

NOTICE OF DEPARTMENT REASSIGNMENT

NOTICE IS HEREBY GIVEN that the above-entitled action has been randomly
reassigned to Judge Nadin Cutter.

- ☒ This reassignment follows the filing of Peremptory Challenge of Judge MASTIN.
☐ This reassignment is due to the recusal of Judge NADIN CUTTER. See minutes in
file.
☐ This reassignment is due to: .

ANY TRIAL DATE IS VACATED AND WILL BE RESET BY THE NEW
DEPARTMENT.

Any motions or hearings presently scheduled in the FORMER department will be
heard by the NEW department as set forth below.

Motion will be heard on June 07, 2022, in a Chambers Session no appearance required.

PLEASE INCLUDE THE NEW DEPARTMENT NUMBER ON ALL FUTURE
FILINGS.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Mimi Fumo
Deputy Clerk of the Court

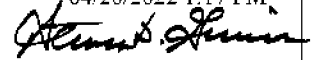
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☒ I emailed, via first-class mail, postage fully prepaid, the foregoing Clerk's Notice Department of Reassignment to:

Mario Accomando
8546 Procyon St.
LAs Vegas, NV 89139

Maria L. Milano
Mario Accomando

/s/ Mimi Fumo
Deputy Clerk of the Court


CLERK OF THE COURT

1 **ORDR**

2
3
4 **EIGHTH JUDICIAL DISTRICT COURT**
5 **FAMILY DIVISION**
6 **STATE OF NEVADA, COUNTY OF CLARK**

7 GEORGANN ROSE ACCOMANDO, 8 Plaintiff, 9 v. 10 MARIO ACCOMANDO, 11 Defendant.	CASE NO.: D-21-628915-D DEPT.: T
--	-------------------------------------

12 **ORDER REASSIGNING CASE**

13 **THE COURT FINDS** that this matter was assigned to the Honorable Judge
14 Amy M. Mastin, Department M of the Eighth Judicial District Court, Family
15 Division.

16 **THE COURT FURTHER FINDS** that, in pertinent part, Judge Mastin signed
17 and/or issued the following:

- 18
- 19 • ***Order After Hearing*** (filed September 30, 2021) from the September 14, 2021
20 hearing regarding Plaintiff's ***Motion for Temporary Award of Interim***
21 ***Spousal Support and for Attorney's Fees***¹ wherein Judge Mastin granted
22 Plaintiff's request, in pertinent part, for temporary spousal support.
23
 - 24 • ***Order Awarding Attorney's Fees and Costs*** (file November 19, 2021), also
25 resulting from the September 14, 2021 hearing, wherein Judge Mastin granted
26 Plaintiff's request for attorney's fees.
27
28

¹ Filed July 23, 2021.

- 1 • A Minute Order (issued October 12, 2021) vacating the October 15, 2021 and
2 November 12, 2021 Chambers Calendars, as well as ordering discovery
3 related issues to be brought before the Discovery Commissioner [for a Report
4 and Recommendations].
- 5 • ***Trial Management Order*** setting a Non-Jury Trial for February 9, 2022².
- 6 • ***Order to Show Cause*** (filed November 23, 2021) as to why Defendant should
7 not be held in contempt for Defendant's failure to obey the Court's orders [to
8 pay temporary spousal support].
- 9 • ***Order on Discovery Commissioner's Report and Recommendations*** (filed
10 December 22, 2021) affirming and adopting the December 7, 2021 ***Discovery***
11 ***Commissioner's Report and Recommendations***.
- 12 • ***Order After Hearing*** (filed January 31, 2022) from the January 13, 2022
13 Order to Show Cause hearing.
- 14 • ***Continued Trial Management Order***³ re-setting a Non-Jury Trial for March
15 7, 2022⁴.
- 16 • ***Order for Continued Medicaid Coverage*** (filed April 18, 2022) regarding
17 Plaintiff's ***Motion for More Definite Statement***⁵.

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25
26 ² The Non-Jury Trial was taken off calendar pending Defendant's Appeal to the Supreme Court. The Non-Jury Trial was subsequently re-set to March 7, 2022.

27 ³ The Non-Jury Trial was re-set to March 7, 2022 following the February 11, 2022 Supreme Court ***Order Dismissing Appeal***

28 ⁴ Judge Mastin issued orders at the conclusion of the March 7, 2022 Non-Jury Trial; however, the subsequent written order and/or decree has yet to be filed.

⁵ Filed April 1, 2022.

1 **THE COURT FURTHER FINDS** that Defendant filed a *Peremptory*
2 *Challenge* on April 20, 2022.

3
4 **THE COURT FURTHER FINDS** that SCR 48.1 provides, in pertinent part:

5 1. In any civil action pending in a district court, which has not
6 been appealed from a lower court, each side is entitled, as a matter of
7 right, to one change of judge by peremptory challenge. Each action or
8 proceeding, whether single or consolidated, shall be treated as having
9 only two sides. A party wishing to exercise the right to change of judge
10 shall file a pleading entitled “Peremptory Challenge of Judge.” The
11 notice may be signed by a party or by an attorney, it shall state the name
12 of the judge to be changed, and it shall neither specify grounds, nor be
accompanied by an affidavit. If one of two or more parties on one side of
an action files a peremptory challenge, no other party on that side may
file a separate challenge. [*Emphasis added*].

13 ...

14 3. Except as provided in subsection 4, the peremptory challenge
shall be filed:

15 (a) Within 10 days after notification to the parties of a trial
or hearing date; or

16 (b) Not less than 3 days before the date set for the hearing of
17 any contested pretrial matter, whichever occurs first. [*Emphasis*
added].

18 ...

19 5. A notice of peremptory challenge may not be filed against
20 any judge who has made any ruling on a contested matter or
21 commenced hearing any contested matter in the action. Except as
22 otherwise provided in subsection 8, a peremptory challenge may not be
23 filed against any judge who is assigned to or accepts a case from the
overflow calendar or against a senior or pro tempore judge assigned by
the supreme court to hear any civil matter. [*Emphasis added*].

24 ...

25 ...

26 ...

27 ...

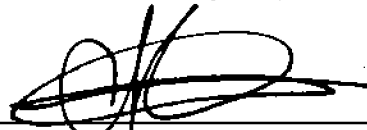
28 ...

1
2 **THE COURT FURTHER FINDS** that Defendant's Peremptory Challenge is
3 defective pursuant to SCR 48.1(1), SCR 48.1(3)(a), and SCR 48.1(5) because Judge
4 Mastin issued several rulings on numerous contested matters. Since Judge Mastin
5 has already ruled on this matter at numerous prior hearings and per numerous prior
6 Order,^sthis matter must be returned to Department M.
7
8

9 Pursuant to the foregoing, and with good cause appearing therefor, **THE**
10 **COURT THEREBY ORDERS** that the instant matter be reassigned to Department
11 M pursuant to SCR 48.1.
12

13 **IT IS SO ORDERED.**
14
15

16 Dated this 20th day of April, 2022

17 

18 _____
19 The Honorable NADIN CUTTER
20 District Court Judge – Dept. T

21 **B6B 4B1 4212 20C7**
22 **Nadin Cutter**
23 **District Court Judge**
24
25
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28

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Georgann Rose Accomando,
Plaintiff

CASE NO: D-21-628915-D

7 vs.

DEPT. NO. Department T

8
9 Mario Accomando, 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: 4/20/2022

15 State Department

statedepartment@atharilaw.com

16 Maria Milano

mariamilano@atharilaw.com

17 Mario Accomando

ninaa1948@yahoo.com



DISTRICT COURT
CLARK COUNTY, NEVADA

* * * *

GEORGANN ROSE ACCOMANDO,
PLAINTIFF
VS.
MARIO ACCOMANDO, DEFENDANT.

CASE NO.: D-21-628915-D
DEPARTMENT M

NOTICE OF DEPARTMENT REASSIGNMENT

NOTICE IS HEREBY GIVEN that the above-entitled action has been randomly reassigned to Judge Amy M. Mastin.

☐ This reassignment follows the filing of Peremptory Challenge of Judge AMY MASTIN.

☐ This reassignment is due to the recusal of Judge AMY M. MASTIN. See minutes in file.

☒ This reassignment is due to: Order Reassigning Case filed April 20, 2022.

ANY TRIAL DATE IS VACATED AND WILL BE RESET BY THE NEW DEPARTMENT.

Any motions or hearings presently scheduled in the FORMER department will be heard by the NEW department as set forth below.

Motion for Clarification of the Court's Orders in Regards to the 9607 Lane Horse Drive Property on Order Shortening Time, on May 26, 2022, at 9:00 AM.

PLEASE INCLUDE THE NEW DEPARTMENT NUMBER ON ALL FUTURE FILINGS.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Shannon Emmons
Deputy Clerk of the Court

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CERTIFICATE OF MAILING

I hereby certify that: on this the 21st day of April, 2022

☒ I e-mailed the foregoing Clerk’s Notice Department of Reassignment to all parties registered for Electronic Service.

/s/ Shannon Emmons

Deputy Clerk of the Court

IN THE SUPREME COURT OF THE STATE OF NEVADA

MARIO ACCOMANDO,
Appellant,
vs.
GEORGANN ROSE ACCOMANDO,
Respondent.

Supreme Court No. 84415
District Court Case No. D628915

FILED

MAY - 3 2022

Elizabeth A. Brown
CLERK OF COURT

CLERK'S CERTIFICATE

STATE OF NEVADA, ss.

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

JUDGMENT

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

"ORDERS this appeal DISMISSED."

Judgment, as quoted above, entered this 7th day of April, 2022.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of the Supreme Court at my Office in Carson City, Nevada this May 02, 2022.

Elizabeth A. Brown, Supreme Court Clerk

By: Andrew Lococo
Deputy Clerk

D-21-628915-D
CCJD
NV Supreme Court Clerks Certificate/Judgment
4990825



IN THE SUPREME COURT OF THE STATE OF NEVADA

MARIO ACCOMANDO,
Appellant,
vs.
GEORGANN ROSE ACCOMANDO,
Respondent.

No. 84415

FILED

APR 07 2022

ELIZABETH A. BROWN
CLERK OF DISTRICT COURT
BY [Signature]
DEPUTY CLERK

ORDER DISMISSING APPEAL

This is a pro se appeal from a district court order resolving a divorce. Eighth Judicial District Court, Family Court Division, Clark County; Amy Mastin, Judge.

Review of the documents submitted to this court pursuant to NRAP 3(g) reveals a jurisdictional defect. Specifically, the notice of appeal was prematurely filed, before the entry of a final written judgment, and is therefore of no effect. See NRAP 4(a)(1); *Rust v. Clark Cty. Sch. Dist.*, 103 Nev. 686, 747 P.2d 1380 (1987) (explaining that the district court's oral pronouncement from the bench, the clerk's minute order, and even an unfiled written order cannot be appealed). Although a draft divorce decree may have been prepared, review of the district court docket entries reveals that no written order has yet been filed by the court. Accordingly, this court lacks jurisdiction and therefore

ORDERS this appeal DISMISSED.

[Signature], J.
Hardesty

[Signature], J.
Stiglich

[Signature], J.
Herndon

cc: Hon. Amy Mastin, District Judge, Family Court Division
Mario Accomando
Reza Athari & Associates, PLLC.
Eighth District Court Clerk

SUPREME COURT
OF
NEVADA

103 187A

2

IN THE SUPREME COURT OF THE STATE OF NEVADA

MARIO ACCOMANDO,
Appellant,
vs.
GEORGANN ROSE ACCOMANDO,
Respondent.

Supreme Court No. 84415
District Court Case No. D628915

REMITTITUR

TO: Steven D. Grierson, Eighth District Court Clerk

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

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

DATE: May 02, 2022

Elizabeth A. Brown, Clerk of Court

By: Andrew Lococo
Deputy Clerk

cc (without enclosures):

Mario Accomando
Reza Athari & Associates, PLLC. \ Maria L. Milano
Hon. Amy Mastin, District Judge

RECEIPT FOR REMITTITUR

Received of Elizabeth A. Brown, Clerk of the Supreme Court of the State of Nevada, the
REMITTITUR issued in the above-entitled cause, on MAY - 3 2022

HEATHER UNGERMANN

Deputy District Court Clerk

RECEIVED
APPEALS

MAY - 3 2022

CLERK OF THE COURT

1 **ORDR**

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

4 GEORGANN ROSE ACCOMANDO,

5 Plaintiff,

6 V.

7 MARIO ACCOMANDO,

8 Defendant.

CASE NO.: D-21-628915-D
DEPARTMENT: M

9 **ORDER**

10 COURT FINDS NRCP 1 and EDCR 1.10 state the procedures in district courts shall be
11 administered to secure efficient, speedy, and inexpensive determinations in every action. Pursuant
12 to EDCR 2.23(c), the judge may consider a motion on its merits at any time, with or without oral
13 argument, and grant or deny it.

14 COURT FINDS this matter is set for hearing on May 26, 2022, at 9:00 a.m. on Plaintiff's
15 Motion for Clarification of the Court's Orders in Regards to the 9607 Lane Horse Drive Property.

16 COURT FINDS on April 7, 2022, Plaintiff filed a Motion for Clarification of the Court's
17 Orders in Regards to the 9607 Lane Horse Drive Property (Motion).

18 COURT FINDS in the Motion, Plaintiff requested that the Lane Horse Drive property be
19 appraised, that Plaintiff be allowed to choose the realtor, and that any amounts the court awards
20 the Plaintiff in lump sum alimony or other offsets be deducted from Defendant's one-half share of
21 the appraised value of said property.

22 COURT FINDS Plaintiff properly served Defendant with the Motion and Notice of
23 Hearing on April 8, 2022, via electronic service and mail.

1 COURT FINDS the Notice of Department of Reassignment filed on April 21, 2022, which
2 contained the hearing date and time for Plaintiff's Motion, was properly served by clerk of the
3 court on both parties on April 21, 2022.

4
5 COURT FINDS Defendant did not file an opposition to Plaintiff's Motion.

6 COURT FINDS there is good cause to grant Plaintiff's Motion as the court had addressed
7 the issue of the 9607 Lame Horse Drive property during the March 7, 2022, Trial, stating that
8 Plaintiff could keep and maintain the property, that Plaintiff needs a place to live, and that
9 Defendant would receive his community share of the property.

10
11 Therefore, IT IS HEREBY ORDERED Plaintiff's Motion shall be granted as unopposed.

12 IT IS FURTHER ORDERED Plaintiff shall be granted the relief requested in the Motion.

13 IT IS FURTHER ORDERED Plaintiff shall be awarded the 9607 Lame Horse Drive
14 property, subject to Defendant's community share and other offsets or awards.

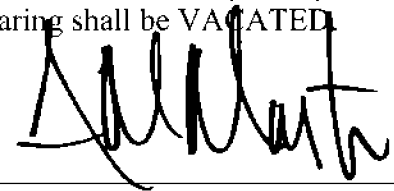
15 IT IS FURTHER ORDERED Plaintiff shall have the 9607 Lame Horse Drive property
16 appraised within 60 days of this order, with Plaintiff choosing the realtor appraising/valuing the
17 property.

18
19 IT IS FURTHER ORDERED that any amounts for lump-sum alimony awarded to Plaintiff
20 shall be deducted from Defendant's one-half share of the appraised value of said property.

21 IT IS FURTHER ORDERED any amounts owed by Defendant to Plaintiff shall also be
22 offset from his share of the Lame Horse Drive property.

23
24 IT IS FURTHER ORDERED the May 26, 2022, hearing shall be VACATED.

Dated this 25th day of May, 2022



599 AFE B678 22B7
Amy M. Mastin
District Court Judge

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Georgann Rose Accomando,
Plaintiff

CASE NO: D-21-628915-D

7 vs.

DEPT. NO. Department M

8
9 Mario Accomando, 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: 5/25/2022

15 State Department

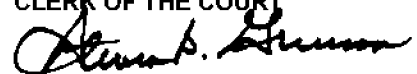
statedepartment@atharilaw.com

16 Maria Milano

mariamilano@atharilaw.com

17 Mario Accomando

ninaa1948@yahoo.com



1 NEOJ
2 MARIA L. MILANO, ESQ.
3 Nevada Bar No. 7121
4 REZA ATHARI & ASSOCIATES
5 A Multi-jurisdictional Law Firm
6 3655 Pepper Lane, Suite 102
7 Las Vegas, Nevada 89120
8 Tel: (702)727-7777
9 Fax: (702)458-8508
10 Email: mariamilano@atharilaw.com
11 Attorney for Plaintiff,
12 GEORGANN ROSE ACCOMANDO

13
14 DISTRICT COURT, FAMILY DIVISION

15 CLARK COUNTY, NEVADA

16 * * * * *

17 GEORGANN ROSE ACCOMANDO,)
18)
19 Plaintiff,)
20)
21 vs.)
22)
23 MARIO ACCOMANDO,)
24)
25 Defendant.)
26)
27)
28)


CASE NO: D-21-628915-D
DEPT NO: M

29 NOTICE OF ENTRY OF ORDER

30 PLEASE TAKE NOTICE that an Order was entered in the above-
31 entitled matter on May 25, 2022, a true and correct copy is attached
32 hereto.

33 DATED this 26 day of May, 2022.

34 By:



35 MARIA L. MILANO, Esq.
36 Nevada Bar # 7121
37 REZA ATHARI & ASSOCIATES, PLLC
38 A Multi-Jurisdictional Firm
39 3365 Pepper Lane, Suite #102
40 Las Vegas, NV 89120
41 Attorney for Plaintiff
42 GEORGANN ACCOMANDO

1 **ORDR**

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

4 **GEORGANN ROSE ACCOMANDO,**

5 **Plaintiff,**

6 **V.**

7 **MARIO ACCOMANDO,**

8 **Defendant.**

CASE NO.: D-21-628915-D
DEPARTMENT: M

9 **ORDER**

10
11
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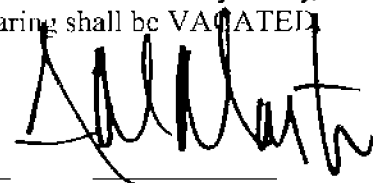
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Dated this 25th day of May, 2022



599 AFE B678 22B7
Amy M. Mastin
District Court Judge

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Georgann Rose Accomando,
7 Plaintiff

CASE NO: D-21-628915-D

8 vs.

DEPT. NO. Department M

9 Mario Accomando, Defendant.

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

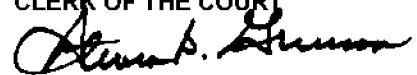
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14 Service Date: 5/25/2022

15 State Department statedcpartment@atharilaw.com

16 Maria Milano mariamilano@atharilaw.com

17 Mario Accomando ninaa1948@yahoo.com
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27
28



SUBP
REZA ATHARI & ASSOCIATES
A Multi-Jurisdictional Firm
3365 Pepper Lane, Suite 102
Las Vegas, Nevada 89120
Tel: (702) 727-7777
Fax: (702) 458-8508
garyfink@atharilaw.com
Attorney for Plaintiff,
GEORGANN ROSE ACCOMANDO

DISTRICT COURT FAMILY DIVISION

CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMANDO,)	
	)	CASE NO: D-21-628915-D
Plaintiff,	)	DEPT NO: M
)	
vs.)	
)	
MARIO ACCOMANDO,	)	SUBPOENA DUCES TECUM
	)	CUSTODIAN OF RECORDS FOR
Defendant.	)	CHASE BANK
)	

THE STATE OF NEVADA SENDS GREETING TO:

Custodian of Records for
Chase Bank
7610 W. Washington St. Fl. 1
Indianapolis, IN 46231
Tel. No: (317)757-7422

YOU ARE HEREBY COMMANDED, that all and singular, business and
excuses set aside, you appear and attend on the 20th day of
June, 2022, at the hour of 11:00 a.m., before a Notary Public
or some other officer authorized by law to administer oaths. The
address where you are required to appear is at REZA ATHARI &
ASSOCIATES, PLLC at 626 South 9th Street, Las Vegas, Nevada 89101.

If you fail to attend, you will be deemed guilty of contempt
of Court and liable to pay all losses and damages caused by your
failure to appear and in addition, forfeit One Hundred Dollars
(\$100.00).

1 You are further commanded to bring with you the following
2 items:

3 1. Copies of all statements for any and all checking,
4 and/or savings accounts, or any other type of accounts held at
5 Chase Bank between January, 2020 and May, 2022, by the following
6 individual and/or entity:

7 a. Mario Accomando, Date of birth: February 20, 1948

8 Social Security No. XXX-XX-4964

9 b. MGN Trust

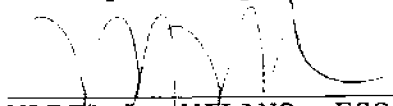
10 c. Mario Accomando Trust

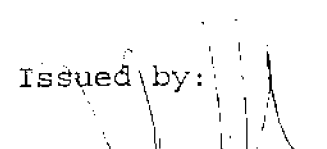
11 d. Nina Rose Accomando, Date of birth: July 21, 2006

12 2. Please complete the attached Custodian of Records
13 Affidavit form.

14 IN LIEU OF YOUR APPEARANCE, you are permitted to provide a
15 copy of the items set forth herein by mail, on or before,
16 June 14, 2022, to MARIA L. MILANO, ESQ., at REZA ATHARI &
17 ASSOCIATES, PLLC at 3365 Pepper Lane, Suite 102, Las Vegas, Nevada
18 89120.

19 IN WITNESS WHEREOF, I have hereunto set my hand, as an
20 officer of the Court this — th day of May, 2022.

21 
22 _____
MARIA L. MILANO, ESQ.
Nevada Bar No. 7121

23 Issued by: 
24 _____
MARIA L. MILANO, ESQ.
25 Nevada Bar No. 7121
REZA ATHARI & ASSOCIATES
26 A Multi-Jurisdictional Firm
3365 Pepper Lane, Suite 102
27 Las Vegas, Nevada 89120
Attorney for Plaintiff,
28 GEORGANN ROSE ACCOMANDO

1 STATE OF NEVADA)
) ss
2 COUNTY OF CLARK)

3 AFFIDAVIT OF SERVICE

4 _____, being duly sworn says:
5 That at all times herein affiant was over 18 years of age, not a
6 party to or interested in the proceeding in which this Affidavit
7 is made. That affiant received the Subpoena on the ____ day of
8 _____, 2021, and served the same on the ____ day of
9 _____, 2021 by delivering a copy to the witness at

10 _____.

11

12 _____
Signature of Affiant

13

14 SUBSCRIBED and SWORN to before
me this ____ day of _____, 2022.

15

16 _____
NOTARY PUBLIC in and for
said County and State

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1 EXHIBIT "A"
2 NEVADA RULES OF CIVIL PROCEDURE

3 Rule 45

4 (c) Protection of Persons Subject to Subpoena.

5 (1) A party or an attorney responsible for the issuance and
6 service of a subpoena shall take reasonable steps to avoid
7 imposing undue burden or expense on a person subject to that
8 subpoena. The court on behalf of which the subpoena was issued
9 shall enforce this duty and impose upon the party or attorney in
10 breach of this duty an appropriate sanction, which may include,
11 but is not limited to, lost earnings and a reasonable attorney's
12 fee.

13 (2) (A) A person commanded to produce and permit inspection
14 and copying of designated books, papers, documents or tangible
15 things, or inspection of premises need not appear in person at the
16 place of production or inspection unless commanded to appear for
17 deposition, hearing or trial.

18 (B) Subject to paragraph (d)(2) of this rule, a person
19 commanded to produce and permit inspection and copying may, within
20 14 days after service of the subpoena or before the time specified
21 for compliance if such time is less than 14 days after service,
22 serve upon the party or attorney designated in the subpoena
23 written objection to inspection or copying of any or all of the
24 designated materials or of the premises. If objection is made,
25 the party serving the subpoena shall not be entitled to inspect
26 and copy the materials or inspect the premises except pursuant to
27 an order of the court by which the subpoena was issued. If
28 objection has been made, the party serving the subpoena may, upon
notice to the person commanded to produce, move at any time for an
order to compel the production. Such an order to compel
production shall protect any person who is not a party or an
officer of a party from significant expense resulting from the
inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was
issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;
(ii) requires a person who is not a party or an
officer of a party to travel to a place more than 100 miles from
the place where that person resides, is employed or regularly
transacts business in person, except that such a person may in
order to attend trial be commanded to travel from any such place
within the state in which the trial is held, or

(iii) requires disclosure of privileged or other
protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other
confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's
opinion or information not describing specific events or

1 occurrences in dispute and resulting from the expert's study made
2 not at the request of any party, the court may, to protect a
3 person subject to or affected by the subpoena, quash or modify the
4 subpoena or, if the party in whose behalf the subpoena is issued
5 shows a substantial need for the testimony or material that cannot
6 be otherwise met without undue hardship and assures that the
7 person to whom the subpoena is addressed will be reasonably
8 compensated, the court may order appearance or production only
9 upon specified conditions.

10 (d) Duties in Responding to Subpoena.

11 (1) A person responding to a subpoena to produce documents
12 shall produce them as they are kept in the usual course of
13 business or shall organize and label them to correspond with the
14 categories in the demand.

15 (2) When information subject to a subpoena is withheld on
16 a claim that it is privileged or subject to protection as trial
17 preparation materials, the claim shall be made expressly and shall
18 be supported by a description of the nature of the documents,
19 communications, or things not produced that is sufficient to
20 enable the demanding party to contest the claim.

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AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

_____, who after having been duly sworn,
(Custodian of Records/Printed Name)
deposes and states as follows:

1. That I am the Custodian of Records for
_____ located at
_____.

2. On the _____ day of _____, 20____, I was served
with a subpoena pertaining to MARIO ACCOMANDO.

3. I have examined the records requested and have made a
true and correct copy of them and the reproduction of them
attached hereto is true and complete.

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

EXECUTED this _____ day of _____, 20____.

(CUSTODIAN OF RECORDS/Signature Here)

(CUSTODIAN OF RECORDS/Printed Name)

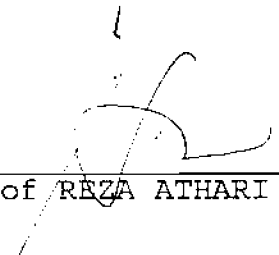
(use this space if notary is available at your facility)
SUBSCRIBED and SWORN to before me
this _____ day of _____, 2022.

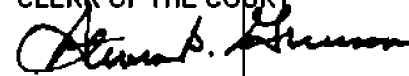
NOTARY PUBLIC IN AND FOR
SAID STATE AND COUNTY

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of MAY, 2022
pursuant to NRCP 5(a), EDCR 7.26(a) and NEFCR 9, I served the
foregoing, **SUBPOENA DUCES TECUM - CUSTODIAN OF RECORDS OF CHASE**
BANK: X by Odyssey (the Court's electronic service system) / ☐ by
depositing a true and complete copy of the same in the United
States mail at Las Vegas, Nevada, in a sealed envelope, upon which
was affixed fully pre-paid First Class postage, addressed to the
following:

Mario Accomando
8546 S. Procyon St.
Las Vegas, Nevada 89139
ninaa1948@yahoo.com
Defendant in Proper Person


An Employee of REZA ATHARI & ASSOCIATES



1 **NOT**
2 Mario Accomando, Pro Se
3 8546 Procyon Street
4 Las Vegas, NV. 89139
5 773.308.5041
6 ninaa1948@yahoo.com

7
8
9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 GEORGANN ACCOMANDO

12 Plaintiff,

CASE NO.: D-21-628915 D

DEPT NO.: M

13 vs.

14 MARIO ACCOMANDO

15 Defendant.

16 **NOTICE**

17 Please take notice that the Defendant **MARIO ACCOMANDO** filed Chapter 13 on 06/17/2022
18 in the United States Bankruptcy Court in the District of Nevada under case number 22-12097-ABI. and
19 the case has been assigned to Judge August B. Landis. Attached hereto you will find the Notice of
20 Bankruptcy Case Filing. Rulings and outstanding matters in reference to the above referenced Clark
21 County District Court Case are incorporated therein and notice is hereby given.

22 /s/ Mario Accomando

23 Mario Accomando
24 8546 Procyon
25 Las Vegas, NV. 89139
26 Ninaa1948@yahoo.com
27
28

United States Bankruptcy Court
District of Nevada

Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 06/17/2022 at 10:08 AM and filed on 06/17/2022.

MARIO ACCOMANDO
8546 PROCYON
LAS VEGAS, NV 89139
SSN / ITIN: xxx-xx-4964
dba **MGN TRUST**



The bankruptcy trustee is:

RICK A. YARNALL
701 BRIDGER AVE., #820
LAS VEGAS, NV 89101
(702) 853-4500

The case was assigned case number 22-12097-abl to Judge AUGUST B. LANDIS.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <http://www.nvb.uscourts.gov> or at the Clerk's Office, 300 Las Vegas Blvd., South, Las Vegas, NV 89101.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Mary A. Schott
Clerk, U.S. Bankruptcy Court

#22-12097-ABL

Heather L. Miller
CLERK OF THE COURT

1 DECD
2 MARIA L. MILANO, ESQ.
3 Nevada Bar # 7121
4 REZA ATHARI & ASSOCIATES, PLLC
5 A multi-jurisdictional law firm
6 3365 Pepper Ln., Suite 102
7 Las Vegas, NV 89120
8 Tel: (702) 727-7777
9 Fax: (702) 458-8508
10 mariamilano@atharilaw.com
11 Attorney for Plaintiff,
12 GEORGANN ROSE ACCOMANDO

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

10)
11 GEORGANN ROSE ACCOMANDO,) CASE NO.: D-21-628915-D
12) DEPT. NO.: M
13 Plaintiff,)
14) Date of Trial: 3/7/22
15 vs.) Time of Trial: 9:00 a.m.
16)
17 MARIO ACCOMANDO,)
18)
19 Defendant,)
20)
21)
22)
23)
24)
25)
26)
27)
28)

DECREE OF DIVORCE

18 COME NOW the parties, Plaintiff, GEORGANN ROSE ACCOMANDO,
19 represented by her counsel of record, MARIA L. MILANO, ESQ., of
20 REZA ATHARI & ASSOCIATES, PLLC and Defendant MARIO ACCOMANDO,
21 appearing in proper person, having attended the Trial on March 7,
22 2022, the COURT NOTED that according to the terms found in the
23 Trial Management Order, Ms. Milano attempted to meet and confer
24 with Defendant before trial, and Defendant declined. Upon the
25 Court's inquiry, Defendant refused to participate in settlement
26 negotiations.
27
28

1 The Court having heard the statements and arguments of the
2 parties and having considered all the papers, pleadings on file and
3 evidence presented herein, FINDS:

4 **FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

5 1. **ALIMONY:**

6 The Court finds that after considering the evidence and
7 testimony of the Parties, that the Plaintiff is entitled to a lump
8 sum award of alimony. (12:11:13 - 12:11-18)

9 Pursuant to NRS 125.150 the Court has discretion to award such
10 alimony to either spouse in a specified principal sum or as
11 specified periodic payments as appears just and equitable; and
12 shall, to the extent practicable, make an equal disposition of the
13 community property of the parties, including, without limitation,
14 any community property transferred into an irrevocable trust
15 pursuant to NRS 123.125 over which the court acquires jurisdiction
16 pursuant to NRS 164.010, except that the court may make an unequal
17 disposition of the community property in such proportions as it
18 deems just if the court finds a compelling reason to do so and sets
19 forth in writing the reasons for making the unequal disposition....

20 In addition to any other factors the court considers relevant
21 in determining whether to award alimony and the amount of such an
22 award, the court shall consider: (a) the financial condition of
23 each spouse; (b) the nature and value of the respective property
24 of each spouse; (c) the contribution of each spouse to any
25 property held by the spouses pursuant to NRS 123.030; (d) the
26
27
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1 duration of the marriage; (e) the income, earning capacity, age and
2 health of each spouse; (f) the standard of living during the
3 marriage; (g) the career before the marriage of the spouse who
4 would receive the alimony; (h) the existence of specialized
5 education or training or the level of marketable skills attained by
6 each spouse during the marriage; (i) the contribution of either
7 spouse as a homemaker; the award of property granted by the court
8 in the divorce, other than child support and alimony, to the spouse
9 who would receive the alimony; and (k) the physical and mental
10 condition of each party as it related to the financial condition,
11 health and ability to work of that spouse....

13 Testimony at trial substantiates that both Parties are of an
14 advanced age, the Plaintiff is 68 years old (9:04:55) and the
15 Defendant is 74 years old (11:17:16); that the Plaintiff did not
16 complete high school (9:05:18); did not obtain any other education
17 or vocational training subsequent to leaving the 11th grade
18 (9:05:26); that Plaintiff has not had any meaningful employment
19 since the Parties married in 1995(9:06:10); that the Plaintiff
20 assisted the Defendant in his real estate career (9:06:30-9:06:57),
21 and carried out the responsibilities of a homemaker throughout the
22 Parties' marriage (9:26:07). Furthermore the Plaintiff suffers from
23 lingering medical conditions from breast cancer (9:31:30) and given
24 the standard of living the Parties enjoyed during their marriage
25 ~~and the fact that the Defendant is likely concealing monthly~~
26 ~~income,~~ the Court finds it appropriate to make a lump sum award of
28

1 alimony to the Plaintiff as the Court does not believe the
2 Defendant will comply ^{otherwise} ~~with the Court's orders~~. (12:11:13 -
3 12:11:18)

4 **THE COURT FURTHER FINDS**

5 2. That Plaintiff, for more than six weeks immediately
6 preceding the commencement of this action, has been an actual, bona
7 fide resident and domiciliary of the County of Clark, State of Nevada,
8 and during all of said period of time, Plaintiff had and still has the
9 intent to make the State of Nevada her home, residence and domicile
10 for an indefinite period of time; (9:04:47)

12 3. That the parties were married in Las Vegas, Nevada, on or
13 about June 10, 1995, and have been since that date have been husband
14 and wife; (09:04:58 -9:05:10)

15 4. That the Plaintiff and Defendant have one minor child in
16 common, NINA ROSE ACCOMANDO, born July 21, 2006 (Age 15), and the
17 Plaintiff is not now pregnant; (9:20:27-9:20:34)

18 5. That minor child has lived in Nevada for the past six
19 (6) months and that the minor child has lived with the Parties in Las
20 Vegas, Nevada for the past five (5) years. (9:25:12)

22 6. That any custody and visitation orders made herein are in
23 the best interest of the child (12:01:21 - 12:01:24);

24 NRS 125C.0035 states:

25 1. *that in any action for determining physical custody of a*
26 *minor child, the sole consideration of the court is the best interest*
27 *of the child. If it appears to the court that joint physical custody*
28

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

3 2. Preference must not be given to either parent for the sole
4 reason that the parent is the mother or the father of the child.

5 3. The court shall award physical custody in the following
6 order of preference unless in a particular case the best interest of
7 the child requires otherwise:
8

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

15 (b) To a person or persons in whose home the child has been
16 living and where the child has had a wholesome and stable
17 environment.
18

19 (c) To any person related within the fifth degree of
20 consanguinity to the child whom the court finds suitable
21 and able to provide proper care and guidance for the child,
22 regardless of whether the relative resides within this
23 State.
24

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

28 That in determining the best interest of the child, the

1 Court must consider:

2 (a) The wishes of the child if the child is of sufficient age
3 and capacity to form an intelligent preference as to his or her
4 physical custody. COURT FINDS Nina is of sufficient age and capacity to form an
5 intelligent preference as to her custody.

6 (b) Any nomination of a guardian for the child by a parent.

COURT FINDS this factor is not applicable.

7 (c) Which parent is more likely to allow the child to have
8 frequent associations and a continuing relationship with the
9 noncustodial parent. COURT FINDS this factor is neutral.

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

COURT FINDS this factor is neutral.

11 (e) The ability of the parents to cooperate to meet the needs
12 of the child. COURT FINDS this factor is neutral.

13 (f) The mental and physical health of the parents.

COURT FINDS this factor is neutral.

14 (g) The physical, developmental and emotional needs of the
15 child. COURT FINDS this factor is neutral.

16 (h) The nature of the relationship of the child with each
17 parent. COURT FINDS this factor is neutral.

18 (i) The ability of the child to maintain a relationship with any
19 sibling. COURT FINDS this factor is not applicable.

20 (j) Any history of parental abuse or neglect of the child or a
21 sibling of the child. COURT FINDS this factor is not applicable.

22 (k) Whether either parent or any other person seeking physical
23 custody has engaged in an act of domestic violence against the
24 child, a parent of the child or any other person residing with
25 the child. COURT FINDS this factor is not applicable.
26
27
28

(1) Whether either parent or any other person seeking physical custody has committed any act of abduction against the child or any other child. COURT FINDS this factor is not applicable.

The Court finds that it would be in the best interest to award the Parties joint legal and joint physical custody of the minor child as the child is of suitable age and discretion to make a determination as to where she would like to reside. (12:01:21 - 12:03:18)

7. That the amount of child support ordered herein is in accordance with NAC 425;

8. That this Court has personal jurisdiction over the parties
over custody of the minor child
and subject matter jurisdiction. (12:01:12 - 12:01:16)

NOW THEREFORE:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED: that as the Parties are incompatible in marriage with no chance of reconciliation, the bonds of matrimony now and heretofore existing between Plaintiff and Defendant be, and the same are, hereby wholly dissolved, set aside and forever held for naught, and an absolute Decree of Divorce is hereby granted to the Plaintiff, and each of the parties is hereby restored to the status of single, unmarried persons. (12:19:38-12:19:43)

IT IS HEREBY ORDERED ADJUDGED AND DECREED: the Court finds that it is in the minor child's best interest for the Plaintiff and Defendant be awarded joint legal and joint physical custody of the minor child. (12:01:21 - 12:01:24)

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Nina shall
2 have teenage discretion as to her contact with both parents and
3 Defendant is admonished not to disparage Plaintiff to Nina.
4 Defendant is instructed to be affirmatively positive in his
5 discussion regarding Plaintiff and encourage Nina to spend time
6 with Plaintiff and foster their relationship. (12:01:26 - 12:03:28)

7 ~~IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that if the~~
8 ~~Defendant fails to follow this order, the Court may be inclined to~~
9 ~~modify custody in favor of the Plaintiff. (12:03:14 -12:03:18)~~

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that as a result
12 of the orders herein, the parties' shall have similar incomes and
13 assets, therefore, child support will not be ordered at this
14 time. (12:03:37 -12:04:05)

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the minor
17 child shall continue to be covered by Medicaid as and for
18 health insurance, and that any unreimbursed medical expenses
19 incurred for the minor child shall be borne equally by the Parties
20 pursuant to the "30/30 Rule" defined as follows:

21 Documentation of Out-of-pocket Expenses Required: A party who
22 incurs an out-of-pocket expense of medical care is required to
23 document that expense and proof of payment of that expense. A
24 receipt from the health care provider is sufficient to prove
25 the expense so long as the receipt has the name of the
children on it and shows payment by the party seeking
reimbursement.

26 Timely Submission of Requests for Reimbursement: The party who
27 has paid or incurred a health care expense for the minor
28 children must submit his or her claim for reimbursement from
the insurance company within the deadline required for
reimbursement by the insurance policy. If a party fails to
timely submit such a claim for reimbursement, and the claim is

1 denied by the insurance company as untimely, that party shall
2 pay the entire amount which would have been paid by the
3 insurance company as well as the entire expense which would
4 not have been paid by insurance if the claim had been timely
5 filed.

6 Mitigation of Health Expenses Required: Use of Covered
7 Insurance Providers: Each party has a duty to mitigate medical
8 expenses for the minor children. Absent compelling
9 circumstances, a party should take the minor child to a health
10 care provider covered by the insurance in effect and use
11 preferred or covered providers, if available, in order to
12 minimize the cost of healthcare for the minor child. The
13 burden is on the party using a non-covered health care
14 provider to demonstrate that the choice not to use a covered
15 provider or the lowest cost option was reasonably necessary in
16 the particular circumstances of that case. If the court finds
17 the choice of a non-covered or more expensive covered provider
18 was not reasonably necessary, then the court may impose a
19 greater portion of financial responsibility for the cost of
20 that health care to the party who incurred that expense up to
21 the full amount which would have been provided by the lowest
22 cost insurance choice.

23 Sharing of Insurance Information Required: The party providing
24 insurance coverage for the children has a continuing
25 obligation to provide insurance information to the other party
26 including, but not limited to, copies of policies and policy
27 amendments as they are received, claim forms, preferred
28 provider lists (as modified from time to time), and
identification cards. If the insuring party fails to timely
supply any of the above items to the other party, and that
failure results in a denial of a claim because of the
non-insuring parties' failure to comply with the procedures
required by the amended or updated insurance policies, the
party providing insurance shall be responsible for all
healthcare expenses incurred by the minor children for that
claim that would have been covered by insurance.

29 Reimbursement for Out-of-pocket Expenses: If either party
30 seeks reimbursement of an unreimbursed healthcare expense he
31 or she has incurred on behalf of the minor children, he or she
32 must submit such request for reimbursement to the other within
33 thirty(30) days of incurring such expense or being advised by
34 the provider that such expense would not be reimbursed. If
35 that party fails to request such reimbursement within that
36 time period, he or she shall forfeit any right to seek
37 reimbursement. If the other party receives a written request
38 for contribution for an unreimbursed health care expense for

1 the children, he or she must reimburse the other for fifty
2 (50%) of that expense within thirty(30) days of receipt of the
3 written request for contribution. That party must raise any
4 objection to the request for contribution within the thirty
5 (30) day period after the request for contribution is received
6 or they shall be deemed to have waived such objection. Any
7 objection to the request for contribution must be made in
8 writing. If the other party does not respond to the request
9 within the thirty (30) day period, that party may be assessed
10 attorney's fees if a contempt proceeding or court action is
11 required as a result of the party's failure to pay or timely
12 object.

13 Sharing Insurance Reimbursement: Any reimbursements for
14 payments made directly by a party or the parties to any
15 healthcare provider to the minor children shall be distributed
16 according to the amount of payment by each party. If a party
17 receives such a reimbursement, that party shall distribute the
18 reimbursement within seven (7) days of its receipt. (By

19 Order of the Court on 04-18-22)

20 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that the eight
21 parcels of land held by the Parties in Arizona shall be listed for
22 sale within the next 60 days. Plaintiff will choose the Realtor,
23 and the Realtor will determine the fair market value of the
24 properties and list them accordingly. That any equity realized from
25 the sale of said properties shall be split equally between the
26 parties. (12:04:55 - 12:05:20)

27 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant is
28 instructed to fully and timely cooperate with the listings,
transfers, and sales of the real properties adjudicated
herein. (12:05:18 - 12:06:05). Any offer received on any of the
real properties ordered to be sold that are within five percent
(5%) of their fair market value shall be deemed an acceptable

1 offer. (12:06:05 -12:06:13). If the Defendant fails to comply with
2 this order, the Court ~~will~~^{may} find Defendant in contempt and impose
3 sanctions of attorney's fees should the Plaintiff have to return to
4 Court with representation to enforce this Court's orders. (12:06:06
5 - 12:06:16)

6
7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that should the
8 balloon payments on the Pahrump real properties that were sold to
9 individuals, Patrick Clark and Armen Galstan, be missed, and should
10 said real properties revert in equal shares to the ownership of
11 both Parties, that said properties shall be held by the Parties as
12 tenants in common. (12:06:33 - 12:07:36)

13 IT IS FUTHER ORDERED, ADJUDGED AND DECREED that any payments
14 received in relation to the prior sale of the Pahrump properties
15 shall be split equally between the parties, the Defendant shall
16 provide proof of payment by providing cancelled checks to the
17 Plaintiff. (12:07:32 - 12:07:39)

18
19 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Defendant
20 shall pay Plaintiff one-half of any and all lease/rental income
21 received from this date, March 7, 2022, forward within 30 days of
22 receiving it. Defendant shall no longer accept cash payments from
23 his tenants and show proof of rental income received to the
24 Plaintiff. (12:07:42 - 12:08:22)

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Defendant
26 owes Plaintiff one-half of the lease/rental income received for the
27
28

1 last two (2) years on the condominium located at 9607 Lame Horse
2 Drive, Las Vegas, Nevada 89123. (12:08:23 - 12:08:33)

3 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant is
4 directed to prepare an accounting for the rent received from the
5 9607 Lame Horse Drive property for the last two (2) years and
6 provide a copy to Plaintiff's counsel within the next sixty (60)
7 days. Plaintiff is entitled to one half of the amount of the rents
8 collected by the Defendant during that time. (12:08:33-47)

9
10 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that the marital
11 residence located at 8546 Procyon St., Las Vegas, Nevada 89139
12 shall be listed for sale within sixty (60) days. Plaintiff will
13 choose the Realtor, and the Realtor will determine the property's
14 fair market value and list said property accordingly. As Defendant
15 does not have a lease with the renter, said renter shall pose no
16 interference with the sale. (12:08:58)

17
18 The Parties shall maintain said property in such a manner as
19 would maximize the sale price of said property. (12:16:35 -
20 12:17:12)

21 That the equity realized from the sale of said property shall
22 be equally split between the parties.

23 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant
24 shall no longer receive cash payments from the tenant at the
25 Procyon property, and shall provide proof of the amounts received
26 to the Plaintiff in the form of cancelled checks from tenant.
27
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1 Defendant shall pay one-half of said rental income from the marital
2 residence to Plaintiff. (12:08:52 - 12:09:22)

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff
4 shall be awarded the real property located at 9607 Lane Horse Drive
5 subject to Defendant's community share and other offsets or awards.
6 (By Order of the Court dated 05-25-22)
7

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED That Plaintiff
9 shall choose the realtor and said property shall be appraised
10 within sixty (60) days. (By Order of the Court dated 05-25-22)

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any amounts
12 of lump sum alimony awarded to Plaintiff shall be deducted from
13 Defendant's one-half share of the appraised value of the Lane Horse
14 Drive property. (By Order dated 05-25-22)

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any amounts other
16 as a result of this Decree or resulting from prior Orders
17 owed by the Defendant to Plaintiff shall also be offset from
18 Defendant's share of the Lane Horse Drive property. (By Order
19 dated 05-25-22)

20 IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that Plaintiff
21 shall be awarded a lump sum award of alimony in the amount of
22 \$ 320,000.00. (12:10:43 - 12:11:17)

23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Plaintiff
24 and Defendant are informed that rental income is a division of
25 community property and shall not be considered as part of an award
26 of alimony. (12:11:23 - 12:11:29)
27
28

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the
2 undisputed value of the automobile currently in Defendant's
3 possession is \$15,000.00. Plaintiff shall receive one-half of the
4 value of said automobile in the amount \$7,500.00 which shall be
5 paid by the Defendant to the Plaintiff. (12:11:33 -12:11:40)

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the
7 undisputed value of the household items currently in the
8 Defendant's possessions is \$15,000.00. (9:28:07) Plaintiff shall
9 receive one-half of said value in the amount of \$7,500.00 (9:46:40
10 - 9:47:15) which shall be paid by the Defendant to Plaintiff from
11 his half of the equity realized from the sale of the real property
12 sold herein. (12:11:42)

13 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Defendant
14 did not dispute the value of the community property and did not
15 dispute Plaintiff's request to her personal property, to include
16 the John Wayne photograph and desk that was constructed for her by
17 her grandfather as requested. (12:11:50) Plaintiff shall,
18 therefore, retrieve said items within thirty (30) days of
19 establishing residence. However, Plaintiff may retrieve the
20 photograph immediately. (12:11:59 -12:12:16) Plaintiff shall keep
21 the wedding ring. (12:18:18-12:18:40)

22 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that based on
23 Defendant's failure to comply with EDCR 7.60, EDCR 16.2, failure to
24 comply with discovery and the Trial Management Order, and failure
25 to participate with this litigation, and failure to produce any
26
27
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1 documents in support of his case, Defendant shall pay the
2 Plaintiff's attorney's fees in the amount of \$ 23,285.00 .

3 The fees awarded are reasonable based upon the Court's review of counsel's
4 ~~Plaintiff's counsel shall submit a Brunzell Affidavit and~~

5 Memorandum of Fees and Costs. (12:12:37 - 12:13:53)
and given Defendant's total and complete lack of participation in the litigation multiplying the fees incurred by
Plaintiff.

6 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that the bank
7 account established by the Defendant for the minor child is
8 community property. Therefore, one half of the account balance as
9 of March 7, 2022 shall be transferred to the Plaintiff within
10 thirty (30) days. The Court shall accept the Defendant's testimony
11 that said account contains \$65,0000. Defendant shall provide a copy
12 of the March, 2022 bank statement to Plaintiff's counsel within the
13 next thirty (30) days. That should there be less than \$65,000 in
14 said account, the Defendant shall have to explain to the Court the
15 reason for the disparity. (12:13:56 - 12:15:53)

16 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that the Court
17 shall accept Defendant's testimony that there is currently the
18 amount of \$23,400.00 on deposit in a prepaid tuition account for
19 the Parties' minor child. Said prepaid tuition account shall remain
20 for Nina's benefit, however, Plaintiff's name shall be added to
21 said account within thirty (30) days and the parties shall be joint
22 owners. Should Nina not go to college, the amount shall be equally
23 divided between the parties. (12:14:50 - 12:15:31)

24 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that there are no
25 community debts to divide. (12:15:56)
26
27
28

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Plaintiff's
2 maiden name shall be restored to GEORGANN ROSE REGIRO. (12:19:47)

3 IT IS FURTHER ORDERED ADJUDGED AND DECREED that as the
4 Defendant did not make the ordered spousal support payments in the
5 amount of One Thousand Dollars (\$1,000) for the months of October,
6 2021, November, 2021, December, 2021, he therefore, owes Plaintiff
7 the amount of Three Thousand Dollars (\$3,000) in back spousal
8 support which shall be paid from his one-half share of the equity
9 realized from the sale of the real property ordered sold herein.
10 (12:17:38 - 12:18:18)

11 IT IS FURTHER ORDERED ADJUDGED AND DECREED that any amounts
12 outstanding or owed shall be offset ~~from the~~ from the Defendant's
13 asseets that are liquidated (12:17:55 - 12:18:16)

14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Ms. Milano
15 shall prepare the proposed findings and conclusions of law and
16 preparing the findings of fact and conclusions of law
17 include the cost of ~~said findings~~ as a part of the attorney's fees
18 award. Ms. Milano shall have thirty (30) days to prepare the Decree
19 and submit it to Defendant for review and signature. Upon receipt,
20 Defendant shall have ten (10) days to review,, approve, and/or submit
21 requested changes.

22 NOTICE IS HEREBY GIVEN of the following provision of NRS

23 125C.0045(6):

24 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,
25 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION
26 OF THIS ORDER IS PUNISHABLE AS A CATEGORY D
27 FELONY AS PROVIDED IN NRS 193.130. NRS 200.359
28 provides that every person having a limited
right of custody to a child or any parent having
no right of custody to the child who willfully
detains, conceals or removes the child from a

1 parent, guardian or other person having lawful
2 custody or a right of visitation of the child in
3 violation of an order of this court, or removes
4 the child from the jurisdiction of the court
5 without the consent of either the court or all
persons who have the right to custody or
visitation is subject to being punished for a
category D felony as provided in NRS 193.130.

6 **NOTICE IS HEREBY GIVEN** that the terms of the Hague Convention
7 of October 25, 1980, adopted by the 14th Session of the Hague
8 Conference on Private International Law apply if a parent abducts or
9 wrongfully retains a child in a foreign country. The parties are also
10 put on notice of the following provisions in NRS 125C.0045(8):

11 If a parent of the child lives in a foreign country or has
12 significant commitments in a foreign country:

13 (a) The parties may agree, and the court shall
14 include in the order for custody of the
15 child, that the United States is the
16 country of habitual residence of the child
17 for the purposes of applying the terms of
the Hague Convention as set forth in
subsection 7.

18 (b) Upon motion of one of the parties, the court may
19 order the parent to post a bond if the court
20 determines that the parent poses an imminent risk of
21 wrongfully removing or concealing the child outside
22 the country of habitual residence. The bond must be
23 in an amount determined by the court and may be used
24 only to pay for the cost of locating the child and
25 returning him to his habitual residence if the child
is wrongfully removed from or concealed outside the
country of habitual residence. The fact that a parent
has significant commitments in a foreign country does
not create a presumption that the parent poses an
imminent risk of wrongfully removing or concealing
the child.

26 **NOTICE IS HEREBY GIVEN** that the Parties are subject to the
27 relocation requirements of NRS 125C.006 & NRS 125C.0065. If joint
28

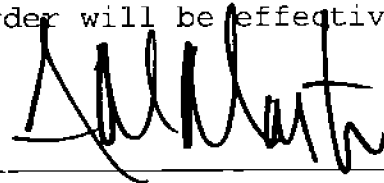
1 or primary physical custody has been established pursuant to an
2 order, judgment or decree of a court and one parent intends to
3 relocate his or her residence to a place outside of this State or
4 to a place within this State that is at such a distance that would
5 substantially impair the ability of the other parent to maintain a
6 meaningful relationship with the child, and the relocating parent
7 desires to take the child with him or her, the relocating parent
8 shall, before relocating: (a) attempt to obtain the written
9 consent of the non-relocating parent to relocate with the child;
10 and (b) if the non-relocating parent refuses to give that consent,
11 petition the court for permission to move and/or for primary
12 physical custody for the purpose of relocating. A parent who
13 desires to relocate with a child has the burden of proving that
14 relocating with the child is in the best interest of the child.
15 The court may award reasonable attorney's fees and costs to the
16 relocating parent if the court finds that the non-relocating
17 parent refused to consent to the relocating parent's relocation
18 with the child without having reasonable grounds for such refusal,
19 or for the purpose of harassing the relocating parent. A parent
20 who relocates with a child pursuant to this section without the
21 written consent of the other parent or the permission of the court
22 is subject to the provisions of NRS 200.359.

23
24
25 **NOTICE IS HEREBY GIVEN** that the Parties are subject to the
26 provisions of NRS 31A and 125.007 regarding the collection of
27 delinquent child support payments.
28

1 NOTICE IS HEREBY GIVEN that either party may request a review
2 of child support pursuant to NRS 125B.145.

3 NOTICE IS HEREBY GIVEN that if you want to adjust the amount
4 of child support established in this order, you must file a motion
5 to modify the order with or submit a stipulation to the court. If
6 a motion to modify this order is not filed or a stipulation is not
7 submitted, the child support obligation established in this order
8 will continue until such time as all children who are the subject
9 of this order reach 18 years of age, or, if the youngest child who
10 is subject to this order is still in high school when he or she
11 reaches 18 years of age, when the child graduates from high school
12 or reaches 19 years of age, whichever comes first. Unless the
13 parties agree otherwise in a stipulation, any modification made
14 pursuant to a motion to modify the order will be effective as of
15 the date the motion was filed.
16
17
18
19

Dated this 29th day of June, 2022



F7A 535 2CF4 F675

Amy M. Mastin

District Court Judge

20 Respectfully submitted by:

21
22
23 MARIA L. MILANO, ESQ.
Nevada Bar No. 7121
24 REZA ATHARI & ASSOCIATES
A Multi-jurisdictional firm
25 3365 Pepper Lane, Suite 102
Las Vegas, Nevada 89120
26 Attorney for Plaintiff,
GEORGANN ROSE ACCOMANDO
27

Approved as to form and content

28
MARIO ACCOMANDO
8546 S. Procyon St.
Las Vegas, Nevada 89139
Defendant in Proper Person

NOTICE IS HEREBY GIVEN that you have an affirmative duty to update any changes in your personal information by filing a Notice of Change of Address form, which can be found at the following link:

<https://www.familylawselfhelpcenter.org/images/fo>

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* Admitted in California
** Admitted in Nevada
*** Admitted in Nevada & California
**** Admitted in New Jersey
***** Admitted in Illinois

Sent via e-service: ninaa1948@yahoo.com

June 10, 2022

Mario Accomando

8546 Procyon St.

Las Vegas, Nevada 89139

Re: Accomando v. Accomando, Case No. D-21-628915-D

Mr. Accomando:

Attached please find the latest **REVISED** proposed Decree of Divorce to which I have added the mandatory provisions as required by Nevada law and incorporated the Order of the Court filed May 26, 2022. Please bear in mind that you have ten (10) days from today to review the same and forward your written objections or requests for changes. Should you fail to do so, within that time frame, I will submit the Decree of Divorce to the Court without your signature.

Very truly yours,

Maria L. Milano

Maria L. Milano, Esq.

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Georgann Rose Accomando,
Plaintiff

CASE NO: D-21-628915-D

7 vs.

DEPT. NO. Department M

8
9 Mario Accomando, Defendant.

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 6/29/2022

15 State Department


statedepartment@atharilaw.com

16 Maria Milano

mariamilano@atharilaw.com

17 Mario Accomando

ninaa1948@yahoo.com



1 NEOJ
2 MARIA L. MILANO, ESQ.
3 Nevada Bar No. 7121
4 REZA ATHARI & ASSOCIATES
5 A Multi-jurisdictional Law Firm
6 3365 Pepper Lane, Suite 102
7 Las Vegas, Nevada 89120
8 Tel: (702)727-7777
9 Fax: (702)458-8508
10 Email: mariamilano@atharilaw.com
11 Attorney for Plaintiff,
12 GEORGANN ROSE ACCOMANDO

13 DISTRICT COURT, FAMILY DIVISION

14 CLARK COUNTY, NEVADA

15 * * * * *

16 GEORGANN ROSE ACCOMANDO,)
17)
18 Plaintiff,)
19)
20 vs.)
21)
22 MARIO ACCOMANDO,)
23)
24 Defendant.)
25)
26)
27)
28)


CASE NO: D-21-628915-D
DEPT NO: M

29 NOTICE OF ENTRY OF DECREE OF DIVORCE

30 PLEASE TAKE NOTICE that the Decree of Divorce was entered in the
31 above-entitled matter on June 29, 2022, a true and correct copy is
32 attached hereto.

33 DATED this 6TH day of July, 2022.

34 By:



35 MARIA L. MILANO, Esq.
36 Nevada Bar # 7121
37 REZA ATHARI & ASSOCIATES, PLLC
38 A Multi-Jurisdictional Firm
39 3365 Pepper Lane, Suite #102
40 Las Vegas, NV 89120
41 Attorney for Plaintiff
42 GEORGANN ROSE ACCOMANDO

CERTIFICATE OF SERVICE

I declare under penalty of perjury that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On the 6th day of July, 2022, I served a true and correct copy of **NOTICE OF ENTRY OF DECREE OF DIVORCE** was sent to the party listed below via electronic service through the Eighth Judicial District Court's Odyssey E-File and Serve System, as follows:

Mario Accomando
8546 Procyon Street
Las Vegas, Nevada 89139
ninaa1948@yahoo.com
Defendant in proper person

Employee of Reza Athari & Associates

Heather S. Hume
CLERK OF THE COURT

1 DECD
2 MARIA L. MILANO, ESQ.
3 Nevada Bar # 7121
4 REZA ATHARI & ASSOCIATES, PLLC
5 A multi-jurisdictional law firm
6 3365 Pepper Ln., Suite 102
7 Las Vegas, NV 89120
8 Tel: (702) 727-7777
9 Fax: (702) 458-8508
10 mariamilano@atharilaw.com
11 Attorney for Plaintiff,
12 GEORGANN ROSE ACCOMANDO

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

10)
11 GEORGANN ROSE ACCOMANDO,

12 Plaintiff,

13 vs.

14 MARIO ACCOMANDO,

15 Defendant,

) CASE NO.: D-21-628915-D
) DEPT. NO.: M
) Date of Trial: 3/7/22
) Time of Trial: 9:00 a.m.
)
)
)
)

16
17 DECREE OF DIVORCE

18 COME NOW the parties, Plaintiff, GEORGANN ROSE ACCOMANDO,
19 represented by her counsel of record, MARIA L. MILANO, ESQ., of
20 REZA ATHARI & ASSOCIATES, PLLC and Defendant MARIO ACCOMANDO,
21 appearing in proper person, having attended the Trial on March 7,
22 2022, the COURT NOTED that according to the terms found in the
23 Trial Management Order, Ms. Milano attempted to meet and confer
24 with Defendant before trial, and Defendant declined. Upon the
25 Court's inquiry, Defendant refused to participate in settlement
26 negotiations.
27
28

REZA ATHARI & ASSOCIATES, PLLC

1 The Court having heard the statements and arguments of the
2 parties and having considered all the papers, pleadings on file and
3 evidence presented herein, FINDS:

4 **FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

5 1. ALIMONY:

6 The Court finds that after considering the evidence and
7 testimony of the Parties, that the Plaintiff is entitled to a lump
8 sum award of alimony. (12:11:13 - 12:11-18)

9 Pursuant to NRS 125.150 the Court has discretion to award such
10 alimony to either spouse in a specified principal sum or as
11 specified periodic payments as appears just and equitable; and
12 shall, to the extent practicable, make an equal disposition of the
13 community property of the parties, including, without limitation,
14 any community property transferred into an irrevocable trust
15 pursuant to NRS 123.125 over which the court acquires jurisdiction
16 pursuant to NRS 164.010, except that the court may make an unequal
17 disposition of the community property in such proportions as it
18 deems just if the court finds a compelling reason to do so and sets
19 forth in writing the reasons for making the unequal disposition....

20 In addition to any other factors the court considers relevant
21 in determining whether to award alimony and the amount of such an
22 award, the court shall consider: (a) the financial condition of
23 each spouse; (b) the nature and value of the respective property
24 of each spouse; (c) the contribution of each spouse to any
25 property held by the spouses pursuant to NRS 123.030; (d) the
26
27
28

1 duration of the marriage; (e) the income, earning capacity, age and
2 health of each spouse; (f) the standard of living during the
3 marriage; (g) the career before the marriage of the spouse who
4 would receive the alimony; (h) the existence of specialized
5 education or training or the level of marketable skills attained by
6 each spouse during the marriage; (i) the contribution of either
7 spouse as a homemaker; the award of property granted by the court
8 in the divorce, other than child support and alimony, to the spouse
9 who would receive the alimony; and (k) the physical and mental
10 condition of each party as it related to the financial condition,
11 health and ability to work of that spouse....

13 Testimony at trial substantiates that both Parties are of an
14 advanced age, the Plaintiff is 68 years old (9:04:55) and the
15 Defendant is 74 years old (11:17:16); that the Plaintiff did not
16 complete high school (9:05:18); did not obtain any other education
17 or vocational training subsequent to leaving the 11th grade
18 (9:05:26); that Plaintiff has not had any meaningful employment
19 since the Parties married in 1995 (9:06:10); that the Plaintiff
20 assisted the Defendant in his real estate career (9:06:30-9:06:57),
21 and carried out the responsibilities of a homemaker throughout the
22 Parties' marriage (9:26:07). Furthermore the Plaintiff suffers from
23 lingering medical conditions from breast cancer (9:31:30) and given
24 the standard of living the Parties enjoyed during their marriage
25 ~~and the fact that the Defendant is likely concealing monthly~~
26 ~~income~~, the Court finds it appropriate to make a lump sum award of
28

1 alimony to the Plaintiff as the Court does not believe the
2 Defendant will comply ^{otherwise} ~~with the Court's orders~~. (12:11:13 -
3 12:11:18)

4 **THE COURT FURTHER FINDS**

5 2. That Plaintiff, for more than six weeks immediately
6 preceding the commencement of this action, has been an actual, bona
7 fide resident and domiciliary of the County of Clark, State of Nevada,
8 and during all of said period of time, Plaintiff had and still has the
9 intent to make the State of Nevada her home, residence and domicile
10 for an indefinite period of time; (9:04:47)

12 3. That the parties were married in Las Vegas, Nevada, on or
13 about June 10, 1995, and have been since that date have been husband
14 and wife; (09:04:58 -9:05:10)

15 4. That the Plaintiff and Defendant have one minor child in
16 common, NINA ROSE ACCOMANDO, born July 21, 2006 (Age 15), and the
17 Plaintiff is not now pregnant; (9:20:27-9:20:34)

18 5. That minor child has lived in Nevada for the past six
19 (6) months and that the minor child has lived with the Parties in Las
20 Vegas, Nevada for the past five (5) years. (9:25:12)

22 6. That any custody and visitation orders made herein are in
23 the best interest of the child (12:01:21 - 12:01:24);

24 NRS 125C.0035 states:

25 1. *that in any action for determining physical custody of a*
26 *minor child, the sole consideration of the court is the best interest*
27 *of the child. If it appears to the court that joint physical custody*
28

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

3 2. Preference must not be given to either parent for the sole
4 reason that the parent is the mother or the father of the child.

5 3. The court shall award physical custody in the following
6 order of preference unless in a particular case the best interest of
7 the child requires otherwise:
8

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

15 (b) To a person or persons in whose home the child has been
16 living and where the child has had a wholesome and stable
17 environment.
18

19 (c) To any person related within the fifth degree of
20 consanguinity to the child whom the court finds suitable
21 and able to provide proper care and guidance for the child,
22 regardless of whether the relative resides within this
23 State.

24 (d) To any other person or persons whom the court finds
25 suitable and able to provide proper care and guidance for
26 the child.
27

28 That in determining the best interest of the child, the

1 Court must consider:

2 (a) The wishes of the child if the child is of sufficient age
3 and capacity to form an intelligent preference as to his or her
4 physical custody. COURT FINDS Nina is of sufficient age and capacity to form an
5 intelligent preference as to her custody.

6 (b) Any nomination of a guardian for the child by a parent.

COURT FINDS this factor is not applicable.

7 (c) Which parent is more likely to allow the child to have
8 frequent associations and a continuing relationship with the
9 noncustodial parent. COURT FINDS this factor is neutral.

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

COURT FINDS this factor is neutral.

11 (e) The ability of the parents to cooperate to meet the needs
12 of the child. COURT FINDS this factor is neutral.

13 (f) The mental and physical health of the parents.

COURT FINDS this factor is neutral.

14 (g) The physical, developmental and emotional needs of the
15 child. COURT FINDS this factor is neutral.

16 (h) The nature of the relationship of the child with each

17 parent. COURT FINDS this factor is neutral.

18 (i) The ability of the child to maintain a relationship with any
19 sibling. COURT FINDS this factor is not applicable.

20 (j) Any history of parental abuse or neglect of the child or a
21 sibling of the child. COURT FINDS this factor is not applicable.

22 (k) Whether either parent or any other person seeking physical
23 custody has engaged in an act of domestic violence against the
24 child, a parent of the child or any other person residing with
25 the child. COURT FINDS this factor is not applicable.
26
27
28

(1) Whether either parent or any other person seeking physical custody has committed any act of abduction against the child or any other child. COURT FINDS this factor is not applicable.

The Court finds that it would be in the best interest to award the Parties joint legal and joint physical custody of the minor child as the child is of suitable age and discretion to make a determination as to where she would like to reside. (12:01:21 - 12:03:18)

7. That the amount of child support ordered herein is in accordance with NAC 425;

8. That this Court has personal jurisdiction over the parties
over custody of the minor child
and subject matter jurisdiction. (12:01:12 - 12:01:16)

NOW THEREFORE:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED: that as the Parties are incompatible in marriage with no chance of reconciliation, the bonds of matrimony now and heretofore existing between Plaintiff and Defendant be, and the same are, hereby wholly dissolved, set aside and forever held for naught, and an absolute Decree of Divorce is hereby granted to the Plaintiff, and each of the parties is hereby restored to the status of single, unmarried persons. (12:19:38-12:19:43)

IT IS HEREBY ORDERED ADJUDGED AND DECREED: the Court finds that it is in the minor child's best interest for the Plaintiff and Defendant be awarded joint legal and joint physical custody of the minor child. (12:01:21 - 12:01:24)

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Nina shall
2 have teenage discretion as to her contact with both parents and
3 Defendant is admonished not to disparage Plaintiff to Nina.
4 Defendant is instructed to be affirmatively positive in his
5 discussion regarding Plaintiff and encourage Nina to spend time
6 with Plaintiff and foster their relationship. (12:01:26 - 12:03:28)

7 ~~IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that if the~~
8 ~~Defendant fails to follow this Order, the Court may be inclined to~~
9 ~~modify custody in favor of the Plaintiff. (12:03:14 -12:03:18)~~

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that as a result
12 of the orders herein, the parties' shall have similar incomes and
13 assets, therefore, child support will not be ordered at this
14 time. (12:03:37 -12:04:05)

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the minor
17 child shall continue to be covered by Medicaid as and for
18 health insurance, and that any unreimbursed medical expenses
19 incurred for the minor child shall be borne equally by the Parties
20 pursuant to the "30/30 Rule" defined as follows:

21 Documentation of Out-of-pocket Expenses Required: A party who
22 incurs an out-of-pocket expense of medical care is required to
23 document that expense and proof of payment of that expense. A
24 receipt from the health care provider is sufficient to prove
25 the expense so long as the receipt has the name of the
26 children on it and shows payment by the party seeking
27 reimbursement.

28 Timely Submission of Requests for Reimbursement: The party who
has paid or incurred a health care expense for the minor
children must submit his or her claim for reimbursement from
the insurance company within the deadline required for
reimbursement by the insurance policy. If a party fails to
timely submit such a claim for reimbursement, and the claim is

1 denied by the insurance company as untimely, that party shall
2 pay the entire amount which would have been paid by the
3 insurance company as well as the entire expense which would
4 not have been paid by insurance if the claim had been timely
5 filed.

6 Mitigation of Health Expenses Required: Use of Covered
7 Insurance Providers: Each party has a duty to mitigate medical
8 expenses for the minor children. Absent compelling
9 circumstances, a party should take the minor child to a health
10 care provider covered by the insurance in effect and use
11 preferred or covered providers, if available, in order to
12 minimize the cost of healthcare for the minor child. The
13 burden is on the party using a non-covered health care
14 provider to demonstrate that the choice not to use a covered
15 provider or the lowest cost option was reasonably necessary in
16 the particular circumstances of that case. If the court finds
17 the choice of a non-covered or more expensive covered provider
18 was not reasonably necessary, then the court may impose a
19 greater portion of financial responsibility for the cost of
20 that health care to the party who incurred that expense up to
21 the full amount which would have been provided by the lowest
22 cost insurance choice.

23 Sharing of Insurance Information Required: The party providing
24 insurance coverage for the children has a continuing
25 obligation to provide insurance information to the other party
26 including, but not limited to, copies of policies and policy
27 amendments as they are received, claim forms, preferred
28 provider lists (as modified from time to time), and
identification cards. If the insuring party fails to timely
supply any of the above items to the other party, and that
failure results in a denial of a claim because of the
non-insuring parties' failure to comply with the procedures
required by the amended or updated insurance policies, the
party providing insurance shall be responsible for all
healthcare expenses incurred by the minor children for that
claim that would have been covered by insurance.

29 Reimbursement for Out-of-pocket Expenses: If either party
30 seeks reimbursement of an unreimbursed healthcare expense he
31 or she has incurred on behalf of the minor children, he or she
32 must submit such request for reimbursement to the other within
33 thirty(30) days of incurring such expense or being advised by
34 the provider that such expense would not be reimbursed. If
35 that party fails to request such reimbursement within that
36 time period, he or she shall forfeit any right to seek
37 reimbursement. If the other party receives a written request
38 for contribution for an unreimbursed health care expense for

1 the children, he or she must reimburse the other for fifty
2 (50%) of that expense within thirty(30) days of receipt of the
3 written request for contribution. That party must raise any
4 objection to the request for contribution within the thirty
5 (30) day period after the request for contribution is received
6 or they shall be deemed to have waived such objection. Any
7 objection to the request for contribution must be made in
8 writing. If the other party does not respond to the request
9 within the thirty (30) day period, that party may be assessed
10 attorney's fees if a contempt proceeding or court action is
11 required as a result of the party's failure to pay or timely
12 object.

8 Sharing Insurance Reimbursement: Any reimbursements for
9 payments made directly by a party or the parties to any
10 healthcare provider to the minor children shall be distributed
11 according to the amount of payment by each party. If a party
receives such a reimbursement, that party shall distribute the
reimbursement within seven (7) days of its receipt. (By

12 Order of the Court on 04-18-22)

13
14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the eight
15 parcels of land held by the Parties in Arizona shall be listed for
16 sale within the next 60 days. Plaintiff will choose the Realtor,
17 and the Realtor will determine the fair market value of the
18 properties and list them accordingly. That any equity realized from
19 the sale of said properties shall be split equally between the
20 parties. (12:04:55 - 12:05:20)

21 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Defendant is
22 instructed to fully and timely cooperate with the listings,
23 transfers, and sales of the real properties adjudicated
24 herein. (12:05:18 - 12:06:05). Any offer received on any of the
25 real properties ordered to be sold that are within five percent
26 (5%) of their fair market value shall be deemed an acceptable
27
28

1 offer. (12:06:05 -12:06:13). If the Defendant fails to comply with
2 this order, the Court ^{may} ~~will~~ find Defendant in contempt and ^{will} impose
3 sanctions of attorney's fees should the Plaintiff have to return to
4 Court with representation to enforce this Court's orders. (12:06:06
5 - 12:06:16)

6
7 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that should the
8 balloon payments on the Pahrump real properties that were sold to
9 individuals, Patrick Clark and Armen Galstan, be missed, and should
10 said real properties revert in equal shares to the ownership of
11 both Parties, that said properties shall be held by the Parties as
12 tenants in common. (12:06:33 - 12:07:36)

13 **IT IS FUTHER ORDERED, ADJUDGED AND DECREED** that any payments
14 received in relation to the prior sale of the Pahrump properties
15 shall be split equally between the parties, the Defendant shall
16 provide proof of payment by providing cancelled checks to the
17 Plaintiff. (12:07:32 - 12:07:39)

18
19 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant
20 shall pay Plaintiff one-half of any and all lease/rental income
21 received from this date, March 7, 2022, forward within 30 days of
22 receiving it. Defendant shall no longer accept cash payments from
23 his tenants and show proof of rental income received to the
24 Plaintiff. (12:07:42 - 12:08:22)

25 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant
26 owes Plaintiff one-half of the lease/rental income received for the
27
28

1 last two (2) years on the condominium located at 9607 Lame Horse
2 Drive, Las Vegas, Nevada 89123. (12:08:23 - 12:08:33)

3 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant is
4 directed to prepare an accounting for the rent received from the
5 9607 Lame Horse Drive property for the last two (2) years and
6 provide a copy to Plaintiff's counsel within the next sixty (60)
7 days. Plaintiff is entitled to one half of the amount of the rents
8 collected by the Defendant during that time. (12:08:33-47)

10 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that the marital
11 residence located at 8546 Procyon St., Las Vegas, Nevada 89139
12 shall be listed for sale within sixty (60) days. Plaintiff will
13 choose the Realtor, and the Realtor will determine the property's
14 fair market value and list said property accordingly. As Defendant
15 does not have a lease with the renter, said renter shall pose no
16 interference with the sale. (12:08:58)

17 The Parties shall maintain said property in such a manner as
18 would maximize the sale price of said property. (12:16:35 -
19 12:17:12)

21 That the equity realized from the sale of said property shall
22 be equally split between the parties.

23 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant
24 shall no longer receive cash payments from the tenant at the
25 Procyon property, and shall provide proof of the amounts received
26 to the Plaintiff in the form of cancelled checks from tenant.
27
28

1 Defendant shall pay one-half of said rental income from the marital
2 residence to Plaintiff. (12:08:52 - 12:09:22)

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff
4 shall be awarded the real property located at 9607 Lane Horse Drive
5 subject to Defendant's community share and other offsets or awards.
6 (By Order of the Court dated 05-25-22)
7

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED That Plaintiff
9 shall choose the realtor and said property shall be appraised
10 within sixty (60) days. (By Order of the Court dated 05-25-22)

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any amounts
12 of lump sum alimony awarded to Plaintiff shall be deducted from
13 Defendant's one-half share of the appraised value of the Lane Horse
14 Drive property. (By Order dated 05-25-22)

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any amounts ^{other}
16 as a result of this Decree or resulting from prior Orders
17 owed by the Defendant to Plaintiff shall also be offset from
18 Defendant's share of the Lane Horse Drive property. (By Order
19 dated 05-25-22)

20 IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that Plaintiff
21 shall be awarded a lump sum award of alimony in the amount of
22 \$ 320,000.00 . (12:10:43 - 12:11:17)

23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Plaintiff
24 and Defendant are informed that rental income is a division of
25 community property and shall not be considered as part of an award
26 of alimony. (12:11:23 - 12:11:29)
27
28

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the
2 undisputed value of the automobile currently in Defendant's
3 possession is \$15,000.00. Plaintiff shall receive one-half of the
4 value of said automobile in the amount \$7,500.00 which shall be
5 paid by the Defendant to the Plaintiff. (12:11:33 -12:11:40)

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the
7 undisputed value of the household items currently in the
8 Defendant's possessions is \$15,000.00. (9:28:07) Plaintiff shall
9 receive one-half of said value in the amount of \$7,500.00 (9:46:40
10 - 9:47:15) which shall be paid by the Defendant to Plaintiff from
11 his half of the equity realized from the sale of the real property
12 sold herein. (12:11:42)

13 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Defendant
14 did not dispute the value of the community property and did not
15 dispute Plaintiff's request to her personal property, to include
16 the John Wayne photograph and desk that was constructed for her by
17 her grandfather as requested. (12:11:50) Plaintiff shall,
18 therefore, retrieve said items within thirty (30) days of
19 establishing residence. However, Plaintiff may retrieve the
20 photograph immediately. (12:11:59 -12:12:16) Plaintiff shall keep
21 the wedding ring. (12:18:18-12:18:40)

22 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that based on
23 Defendant's failure to comply with EDCR 7.60, EDCR 16.2, failure to
24 comply with discovery and the Trial Management Order, and failure
25 to participate with this litigation, and failure to produce any
26

1 documents in support of his case, Defendant shall pay the
2 Plaintiff's attorney's fees in the amount of \$ 23,285.00 .
3 The fees awarded are reasonable based upon the Court's review of counsel's
4 ~~Plaintiff's counsel shall submit a Brunzell Affidavit and~~
5 Memorandum of Fees and Costs. (12:12:37 - 12:13:53)
and given Defendant's total and complete lack of participation in the litigation multiplying the fees incurred by
Plaintiff.

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the bank
7 account established by the Defendant for the minor child is
8 community property. Therefore, one half of the account balance as
9 of March 7, 2022 shall be transferred to the Plaintiff within
10 thirty (30) days. The Court shall accept the Defendant's testimony
11 that said account contains \$65,0000. Defendant shall provide a copy
12 of the March, 2022 bank statement to Plaintiff's counsel within the
13 next thirty (30) days. That should there be less than \$65,000 in
14 said account, the Defendant shall have to explain to the Court the
15 reason for the disparity. (12:13:56 - 12:15:53)

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the Court
17 shall accept Defendant's testimony that there is currently the
18 amount of \$23,400.00 on deposit in a prepaid tuition account for
19 the Parties' minor child. Said prepaid tuition account shall remain
20 for Nina's benefit, however, Plaintiff's name shall be added to
21 said account within thirty (30) days and the parties shall be joint
22 owners. Should Nina not go to college, the amount shall be equally
23 divided between the parties. (12:14:50 - 12:15:31)

24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that there are no
25 community debts to divide. (12:15:56)
26
27
28

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Plaintiff's
2 maiden name shall be restored to GEORGANN ROSE REGIRO. (12:19:47)

3 IT IS FURTHER ORDERED ADJUDGED AND DECREED that as the
4 Defendant did not make the ordered spousal support payments in the
5 amount of One Thousand Dollars (\$1,000) for the months of October,
6 2021, November, 2021, December, 2021, he therefore, owes Plaintiff
7 the amount of Three Thousand Dollars (\$3,000) in back spousal
8 support which shall be paid from his one-half share of the equity
9 realized from the sale of the real property ordered sold herein.
10 (12:17:38 - 12:18:18)

11 IT IS FURTHER ORDERED ADJUDGED AND DECREED that any amounts
12 outstanding or owed shall be offset ~~from the~~ from the Defendant's
13 asseets that are liquidated (12:17:55 - 12:18:16)

14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Ms. Milano
15 shall prepare the proposed findings and conclusions of law and
16 preparing the findings of fact and conclusions of law
17 include the cost of ~~said findings~~ as a part of the attorney's fees
18 award. Ms. Milano shall have thirty (30) days to prepare the Decree
19 and submit it to Defendant for review and signature. Upon receipt,
20 Defendant shall have ten (10) days to review, approve, and/or submit
21 requested changes.

22 NOTICE IS HEREBY GIVEN of the following provision of NRS

23 125C.0045(6):

24 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,
25 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION
26 OF THIS ORDER IS PUNISHABLE AS A CATEGORY D
27 FELONY AS PROVIDED IN NRS 193.130. NRS 200.359
28 provides that every person having a limited
right of custody to a child or any parent having
no right of custody to the child who willfully
detains, conceals or removes the child from a

1 parent, guardian or other person having lawful
2 custody or a right of visitation of the child in
3 violation of an order of this court, or removes
4 the child from the jurisdiction of the court
5 without the consent of either the court or all
persons who have the right to custody or
visitation is subject to being punished for a
category D felony as provided in NRS 193.130.

6 NOTICE IS HEREBY GIVEN that the terms of the Hague Convention
7 of October 25, 1980, adopted by the 14th Session of the Hague
8 Conference on Private International Law apply if a parent abducts or
9 wrongfully retains a child in a foreign country. The parties are also
10 put on notice of the following provisions in NRS 125C.0045(8):

11 If a parent of the child lives in a foreign country or has
12 significant commitments in a foreign country:

13 (a) The parties may agree, and the court shall
14 include in the order for custody of the
15 child, that the United States is the
16 country of habitual residence of the child
17 for the purposes of applying the terms of
the Hague Convention as set forth in
subsection 7.

18 (b) Upon motion of one of the parties, the court may
19 order the parent to post a bond if the court
20 determines that the parent poses an imminent risk of
21 wrongfully removing or concealing the child outside
22 the country of habitual residence. The bond must be
23 in an amount determined by the court and may be used
24 only to pay for the cost of locating the child and
25 returning him to his habitual residence if the child
is wrongfully removed from or concealed outside the
country of habitual residence. The fact that a parent
has significant commitments in a foreign country does
not create a presumption that the parent poses an
imminent risk of wrongfully removing or concealing
the child.

26 NOTICE IS HEREBY GIVEN that the Parties are subject to the
27 relocation requirements of NRS 125C.006 & NRS 125C.0065. If joint
28

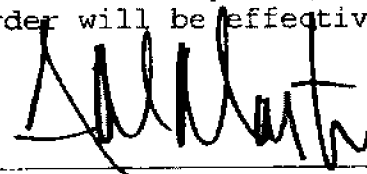
1 or primary physical custody has been established pursuant to an
2 order, judgment or decree of a court and one parent intends to
3 relocate his or her residence to a place outside of this State or
4 to a place within this State that is at such a distance that would
5 substantially impair the ability of the other parent to maintain a
6 meaningful relationship with the child, and the relocating parent
7 desires to take the child with him or her, the relocating parent
8 shall, before relocating: (a) attempt to obtain the written
9 consent of the non-relocating parent to relocate with the child;
10 and (b) if the non-relocating parent refuses to give that consent,
11 petition the court for permission to move and/or for primary
12 physical custody for the purpose of relocating. A parent who
13 desires to relocate with a child has the burden of proving that
14 relocating with the child is in the best interest of the child.
15 The court may award reasonable attorney's fees and costs to the
16 relocating parent if the court finds that the non-relocating
17 parent refused to consent to the relocating parent's relocation
18 with the child without having reasonable grounds for such refusal,
19 or for the purpose of harassing the relocating parent. A parent
20 who relocates with a child pursuant to this section without the
21 written consent of the other parent or the permission of the court
22 is subject to the provisions of NRS 200.359.

23
24
25 NOTICE IS HEREBY GIVEN that the Parties are subject to the
26 provisions of NRS 31A and 125.007 regarding the collection of
27 delinquent child support payments.
28

1 NOTICE IS HEREBY GIVEN that either party may request a review
2 of child support pursuant to NRS 125B.145.

3 NOTICE IS HEREBY GIVEN that if you want to adjust the amount
4 of child support established in this order, you must file a motion
5 to modify the order with or submit a stipulation to the court. If
6 a motion to modify this order is not filed or a stipulation is not
7 submitted, the child support obligation established in this order
8 will continue until such time as all children who are the subject
9 of this order reach 18 years of age, or, if the youngest child who
10 is subject to this order is still in high school when he or she
11 reaches 18 years of age, when the child graduates from high school
12 or reaches 19 years of age, whichever comes first. Unless the
13 parties agree otherwise in a stipulation, any modification made
14 pursuant to a motion to modify the order will be effective as of
15 the date the motion was filed.
16
17
18
19

Dated this 29th day of June, 2022



F7A 535 2CF4 F675

Amy M. Mastin
District Court Judge

20 Respectfully submitted by:

21
22
23 **MARIA L. MILANO, ESQ.**
Nevada Bar No. 7121
24 **REZA ATHARI & ASSOCIATES**
A Multi-jurisdictional firm
25 3365 Pepper Lane, Suite 102
Las Vegas, Nevada 89120
26 Attorney for Plaintiff,
27 **GEORGANN ROSE ACCOMANDO**

MARIO ACCOMANDO
8546 S. Procyon St.
Las Vegas, Nevada 89139
Defendant in Proper Person

NOTICE IS HEREBY GIVEN that you have an affirmative duty to update any changes in your personal information by filing a Notice of Change of Address form, which can be found at the following link:

<https://www.familylawselfhelpcenter.org/images/fo>

REZA ATHARI & ASSOCIATES, PLLC.

A Multijurisdictional Law Office

Member of American Immigration Lawyers Association

Main office: Las Vegas, Nevada
3365 Pepper Lane, Suite 102
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Telephone: (702) 727-7777
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George, UT 84770
Telephone: (435) 656-1136
Fax: (435) 656-1145

REZA ATHARI* AV RATED
GARY S FINK** AV RATED
MARIA L MILANO**
JAMES D. MILLS ****
ROBERT CARPENTER*****

OF COUNSEL:

ERIKA M MAYORQUIN*
JEVON L. HATCHER*

E-mail: RezaAthari@atharilaw.com OR Atharilaw@earthlink.net

*Reza Athari
Certified Specialist- Immigration and Nationality Law
State Bar of California - Board of Legal Specialization

* Admitted in California
** Admitted in Nevada
*** Admitted in Nevada & California
**** Admitted in New Jersey
***** Admitted in Illinois

Sent via e-service: ninaa1948@yahoo.com

June 10, 2022

Mario Accomando
8546 Procyon St.
Las Vegas, Nevada 89139

Re: Accomando v. Accomando, Case No. D-21-628915-D

Mr. Accomando:

Attached please find the latest **REVISED** proposed Decree of Divorce to which I have added the mandatory provisions as required by Nevada law and incorporated the Order of the Court filed May 26, 2022. Please bear in mind that you have ten (10) days from today to review the same and forward your written objections or requests for changes. Should you fail to do so, within that time frame, I will submit the Decree of Divorce to the Court without your signature.

Very truly yours,

Maria L. Milano
Maria L. Milano, Esq.

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Georgann Rose Accomando,
Plaintiff

CASE NO: D-21-628915-D

7 vs.

DEPT. NO. Department M

8
9 Mario Accomando, Defendant.

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 6/29/2022

15 State Department statcddepartment@atharilaw.com

16 Maria Milano mariamilano@atharilaw.com

17 Mario Accomando ninaa1948@yahoo.com
18
19
20
21
22
23
24
25
26
27
28



1 NOTC
2 MARIA L. MILANO, ESQ.
3 Nevada Bar No. 7121
4 REZA ATHARI & ASSOCIATES
5 A Multi-jurisdictional Law Firm
6 3655 Pepper Lane, Suite 102
7 Las Vegas, Nevada 89120
8 Tel: (702) 727-7777
9 Fax: (702) 458-8508
10 Email: mariamilano@atharilaw.com
11 Attorney for Plaintiff,
12 GEORGANN ROSE ACCOMANDO

13 DISTRICT COURT, FAMILY DIVISION

14 CLARK COUNTY, NEVADA

15 * * * * *

16 GEORGANN ROSE ACCOMANDO,)
17)
18 Plaintiff,)
19)
20 vs.)
21)
22 MARIO ACCOMANDO,)
23)
24 Defendant.)
25)
26)
27)
28)

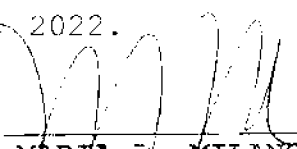
CASE NO: D-21-628915-D
DEPT NO: M

29 NOTICE OF ORDER GRANTING RELIEF FROM AUTOMATIC STAY

30 PLEASE TAKE NOTICE that an Order in case no. BK-22-12097-ABJ of
31 the United States Bankruptcy Court of the District of Nevada was
32 entered on August 26, 2022, a true and correct copy is attached
33 hereto.

34 DATED this 29 day of August, 2022.

35 By:



36 MARIA L. MILANO, Esq.
37 Nevada Bar # 7121
38 REZA ATHARI & ASSOCIATES, PLLC
39 A Multi-Jurisdictional Firm
40 3365 Pepper Lane, Suite #102
41 Las Vegas, NV 89120
42 Attorney for Plaintiff
43 GEORGANN ACCOMANDO

1 CERTIFICATE OF SERVICE

2 I declare under penalty of perjury that I am over the age of
3 eighteen (18) years, and I am not a party to, nor interested in,
4 this action. On the ____th day of August, 2022, I served a true
5 and correct copy of NOTICE OF ORDER GRANTING RELIEF FROM AUTOMATIC
6 STAY was sent to the party listed below via electronic service
7 through the Eighth Judicial District Court's Odyssey E-File and
8 Serve System, as follows:

9
10 Mario Accomando
11 8546 Procyon St.
12 Las Vegas, Nevada 89139
rlnaal948@yahoo.com
Defendant in Proper Person

13 Employee of Roza Alhari & Associates
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[Signature]

Honorable August B. Landis
United States Bankruptcy Judge



Entered on Docket
August 26, 2022

REZA ATHARI & ASSOCIATES, PLLC

GARY S. FINK, ESQ.
Nevada Bar # 8064
REZA ATHARI & ASSOCIATES, PLLC
3365 Pepper Ln., Suite 102
Las Vegas, NV 89120
Tel: (702) 727-7777
Fax: (702) 458-8508
garyfink@atharilaw.com
Attorney for Creditor,
GEORGANN ACCOMANDO

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re	)	BK-22-12097-ABL
	)	Chapter 13
MARIO ACCOMANDO,)	
	)	Trustee: Yarnell
)	
	)	Hearing Date: 08/24/2022
Debtor.	)	Hearing Time: 10:30AM
)	

ORDER GRANTING RELIEF FROM AUTOMATIC STAY

Creditor, Georgann Accomando ("Creditor") having filed a Motion for Relief from Automatic Stay by and through the law firm of REZA ATHARI & ASSOCIATES; proper notice thereof having been given, the hearing on the Motion having been heard in the regular course, on the 24th day of August, 2022, with no Opposition having been filed, and the Court having been apprised on the matter and

1 having found good cause appearing,

2 **IT IS HEREBY ORDERED ADJUDGED AND DECREED** that the Creditor's
3 Motion for Relief from Automatic Stay is MODIFIED to allow for post
4 trial proceedings in the Eighth Judicial District Court, Family
5 Division in case number D-21-628915-D to move forward. To the
6 extent of any collection efforts against the debtor, further court
7 approval from this Court is required.

8

9

CERTIFICATION

10 In accordance with LR 9021, counsel submitting this document
11 certifies that the order accurately reflects the court's ruling and
12 that (check one):

13 ☐ The court has waived the requirement of approval under
14 LR 9021 (b) (1).

15 ☐ No party appeared at the hearing or filed an objection to the
16 Motion.

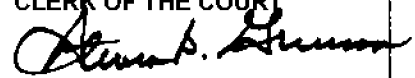
17 ☐ I have delivered a copy of this proposed order to all counsel
18 who appeared at the hearing, and any unrepresented parties who
19 appeared at the hearing, and each has approved or disapproved
20 the order, or failed to respond, as indicated below (listed
21 each party and whether the party has approved, disapproved, or
22 failed to respond to the order):

23 ☒ I certify that this is a case under Chapter 13, that I have
24 served a copy of this order with the motion pursuant to LR
25 9014(g), and that no party has objected to the form or content
26 of the order

27 /s/ Gary S. Fink, Esq.

28 GARY S. FINK, ESQ.
Attorneys for Creditor,
Georgann Accomando

IT IS SO ORDERED.



MOT
MARIA L. MILANO, ESQ.
Nevada Bar # 7121
REZA ATHARI & ASSOCIATES, PLLC
3365 Pepper Ln., Suite 102
Las Vegas, NV 89120
Tel: (702) 727-7777 Fax: (702) 458-8508
mariamilano@atharilaw.com
Attorney for Plaintiff,
GEORGANN ACCOMANDO

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

GEORGANN ACCOMANDO,	)	CASE NO.: D-21-628915-D
	)	DEPT. NO.: M
Plaintiff,)	
)	
vs.	)	HEARING DATE:
	)	HEARING TIME:
MARIO ACCOMANDO,)	
)	
Defendant,	)	ORAL ARGUMENT REQUESTED
)	

**PLAINTIFF'S MOTION FOR AN ORDER TO SHOW CAUSE REGARDING CONTEMPT
AND THE IMPOSITION OF SANCTIONS FOR DEFENDANT'S FAILURE TO COMPLY
WITH TERMS OF DECREE OF DIVORCE**

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

COMES NOW, Plaintiff, GEORGANN ACCOMANDO, by and through her attorney of record, MARIA L. MILANO, ESQ., of REZA ATHARI & ASSOCIATES and hereby submits the present Motion and Notice of Motion for an Order to Show Cause Regarding Contempt and the Imposition of Sanctions For Defendant's Failure to Comply with the Terms of the Decree of Divorce. Specifically, Plaintiff hereby moves this Court to enter its orders granting the following

1 relief:

2 1. That Defendant be found in contempt of the terms of the
3 Decree of Divorce;

4 2. That sanctions be imposed against the Defendant for his
5 failure to comply with the terms of the Decree of Divorce;

6 3. That Plaintiff be awarded exclusive possession of the Procyon
7 Street address so that she may prepare and maintain it for sale;

8 4. That appropriate law enforcement be ordered to remove the
9 Defendant from the Procyon Street address should he not voluntarily leave
10 the premises;

11 5. That Plaintiff be allowed to change the locks on the Procyon
12 Street address for her own safety;

13 6. That the Court issue an order for Chase Bank to transfer one
14 half of the proceeds that were on deposit on March 7, 2022 into
15 Plaintiff's bank account without the consent of the Defendant.

16 7. That NRCP 70 be applied so that all listing, sale and
17 conveyance documents for the real properties ordered sold and transferred
18 be signed by the Clerk of the Court in place of the Defendant;

19 8. For an award of attorney's fees and costs;

20 9. For such other relief the Court deems just and proper.

21 This Motion is made and based upon EDCR 3.60, the papers and
22 pleadings on file herein, the Points and Authorities submitted herewith
23 as well as any Affidavits attached hereto, and any oral argument of
24

25 /////

26 /////


27

28

1 counsel allowed at the time of the hearing of this matter.

2 DATED this 29 day of August, 2022.

3 REZA ATHARI & ASSOCIATES

4 
5 MARIA L. MILANO, ESQ.
6 Nevada Bar No. 7121
7 3365 Peppr Lane, Suite 102
8 Las Vegas, Nevada 89120
9 Attorney for Plaintiff,
10 GEORGANN ACCOMANDO


11 **NOTICE OF MOTION**

12 **TO: ALL INTERESTED PARTIES;**

13 **PLEASE TAKE NOTICE** that the Plaintiff will bring the foregoing
14 Motion for hearing on the ____ day of ____, 2022, at the hour
15 of ____ .m. or as soon thereafter as the matter can be
16 heard before Department M in the Family Court of the Eighth
17 Judicial District Court, Clark County, Nevada.

18 DATED this ____ day of ____, 2022.

19 REZA ATHARI & ASSOCIATES

20 
21 BY: MARIA L. MILANO, ESQ.
22 Nevada Bar No. 7121
23 3365 Pepper Lane, Suite 102
24 Las Vegas, Nevada 89120
25 Tel: 702-727-7777
26 Fax: 702-458-8508
27 Email: mariamilano@atharilaw.com
28 Attorneys for Plaintiff,
GEORGANN ACCOMANDO

1 POINTS AND AUTHORITIES

2 I

3 **STATEMENT OF FACTS**

4 On July 6, 2022 this Court entered a Decree of Divorce in
5 above entitled case adjudicating the division of assets and
6 awarding Plaintiff alimony.
7

8 Specifically the Court ordered the Defendant to do the
9 following:

10 1. Provide Plaintiff's Counsel a copy of the Chase Bank
11 statement for March, 2022, that is held in minor child, Nina
12 Accomando's name;

13 2. Defendant was to transfer one-half of the amount that was
14 on deposit on March 7, 2022 in said Chase bank account into
15 Plaintiff's account;

16 3. Defendant was to add Plaintiff's name on the bank
17 account held for Nina's college tuition;

18 4. Defendant was no longer to receive any cash payments for
19 rents received in association with tenants residing in the Lame
20 Horse Drive and Procyon properties or for the payments received
21 from the sale of the Pahrump properties. Defendant was
22 to provide proof of all rental and sale income received to the
23 Plaintiff in the form of cancelled checks and pay her one half of
24 all rental/sale proceed payments received on said properties;
25

26 5. Defendant was to provide the Plaintiff with an accounting
27
28

1 of all rental income received on the Lame Horse Drive property for
2 the past two years;

3 6. Defendant was to cooperate in effectuating the sale
4 of all real property, specifically eight (8) parcels
5 of land held in Arizona and the Procyon Street property, and the
6 transfer of ownership of the Lame Horse Drive property;

7
8 Defendant has done none of the above, in spite of being
9 contacted by Plaintiff's counsel numerous times requesting this
10 information and urging him to comply with the Court's order.

11 Defendant has made it clear that he does not intend to comply
12 with the Court's orders, which is a course of behavior he has
13 exhibited throughout this litigation. He has advised Plaintiff
14 that she will never take his property and that he will never leave
15 the Procyon address. He has also made threats to Plaintiff's life
16 through third parties.

17 Defendant refuses to allow real estate agents onto the Procyon
18 property, and will not allow showings. He has made it clear that
19 he will not cooperate to sign either listing or sale documents that
20 were mailed to him on July 6, 2022.

21
22 In light of the Plaintiff's dire financial situation wherein
23 her only source of income is Social Security in the amount of
24 \$537.00, it is imperative that the Court implement what may be
25 perceived as drastic measures to insure its Orders are implemented.

26 Specifically, Plaintiff requests that she be awarded exclusive
27

1 possession of the Procyon address for the purposes of preparing it
2 for sale, and maintaining it in such a manner as to maximize the
3 value and sale price of the home.

4 As Defendant has stated he will never leave the property, it
5 may be necessary for law enforcement to be utilized, if necessary,
6 to remove Mr. Accomando from the property and that Mrs. Accomando
7 be allowed to change the locks on said property to maintain her
8 safety.
9

10 Additionally, as the Defendant refuses to execute any of the
11 documents necessary for the listing, sale and transfer of ownership
12 of the real properties set forth in the Parties Decree of Divorce,
13 Plaintiff requests that the Court apply NRCP 70 so that the Clerk
14 of the Court may execute those documents in the Defendant's stead.

15 Additionally, as the Defendant refuses to transfer half of the
16 assets in the Chase Bank Account held in Nina's name as ordered by
17 the Court, Plaintiff asks that the Court issue an order for Chase
18 Bank to transfer said amount without the Defendant's consent.
19

20 Therefore, in light of the Defendant's failure to comply with
21 any of the terms of the Decree of Divorce, the Plaintiff asks that
22 the Defendant be held in contempt, and that sanctions be imposed
23 against him.

24 II

25 LEGAL ARGUMENT

26 A. Defendant Should be Held in Contempt as He has Failed to
27 Comply with any of the terms of the Parties' Decree of Divorce
28

1 The refusal to obey a lawful order issued by the court is an
2 act of contempt. NRS 22.010(3). The facts of contempt must be
3 presented to the court through an affidavit. NRS 22.030(2). A
4 person found guilty of contempt may be fined up to \$500 for each
5 act of contempt, may be imprisoned for up to 25 days, or both. A
6 person found guilty of contempt may also be required
7 to pay the reasonable expenses, including attorney's fees, of the
8 person seeking to enforce the order. NRS 22.100.

10 In the present case, the Defendant has a long history of
11 refusing to comply with Nevada law and the Court's orders in this
12 case. The Defendant's history of contempt continues as he has not
13 complied with one term of the Parties' Decree of Divorce.

14 Even something as simple as providing the Plaintiff with a
15 copy of the March, 2022 Chase Bank statement demonstrating the
16 amount of money on deposit in said account he has refused to do.
17 Plaintiff was forced to subpoena those records which showed that on
18 March 7, 2022 said account contained, \$66,988.35. (**Please see Chase**
19 **Bank Account statement for the month of March, 2022 filed as**
20 **Exhibit 1 by separate index**). Needless to say, Defendant has also
21 not transferred half of that amount into the Plaintiff's account.

23 Defendant has additionally failed to provide proof that he has
24 placed the Plaintiff's name on Nina's tuition account, he has
25 failed to sign listing documents and a Quit Claim Deed transferring
26 ownership of the Lane Horse Drive property to the Plaintiff that
27 were mailed to him on July 6, 2022.
28

1 Defendant has failed to provide an accounting for the past two
2 years of the rents he's received on the Lame Horse Drive property,
3 and has failed to pay the Plaintiff one half of all rents and
4 payments he's received on the Lame Horse Drive, Procyon St., and
5 Pahump properties since the trial on this matter (March 7, 2022)
6 to the present, nor has he provided documentary proof of the
7 receipt of said payments.

8
9 Additionally, as the Defendant refuses to sign any documents
10 to effectuate the sale and transfer of the above properties, the
11 Plaintiff requests that the provisions of NRCP 70 be applied so
12 that Defendant can no longer hold up the sale and transfer of said
13 properties and the Court Clerk could execute said documents in his
14 stead.¹ On July 6, 2022, Defendant was mailed listing documents
15 for the Procyon Street address and for the parcels of vacant land
16 in Arizona and a Quit Claim Deed for the Lame Horse Drive property
17 with instructions to sign the documents and return them to
18 Plaintiff's counsel within seven (7) days in a self addressed,
19

20
21 ¹ Rule 70. Enforcing a Judgment for a Specific Act

22 (a) Party's Failure to Act; Ordering Another to Act. If a judgment requires a party to convey land, to deliver a deed or other
23 document, or to perform any other specific act and the party fails to comply within the time specified, the court may order the act to be
done — at the disobedient party's expense — by another person appointed by the court. When done, the act has the same effect as if done
by the party.

24 (b) Vesting Title. If the real or personal property is within this state, the court instead of ordering a conveyance may enter a
judgment divesting any party's title and vesting it in others. That judgment has the effect of a legally executed conveyance.

25 (c) Obtaining a Writ of Attachment or Sequestration. On application by a party entitled to performance of an act, the clerk must issue
26 a writ of attachment or sequestration against the disobedient party's property to compel obedience.

27 (d) Obtaining a Writ of Execution or Assistance. On application by a party who obtains a judgment or order for possession, the clerk
must issue a writ of execution or assistance.

28 (e) Holding in Contempt. The court may also hold the disobedient party in contempt.

1 postage paid envelope. Receipt of the delivery of these documents
2 was confirmed by delivery receipt. **(Please see documents mailed to**
3 **Defendant attached as Exhibit 2 filed by separate index).**

4 Defendant has failed to execute and return said documents.
5

6 Plaintiff also requests that she be awarded exclusive
7 possession of the Procyon Street house so that she may prepare
8 and maintain it for sale and that she be allowed to change the
9 locks on said property to insure her safety.

10 As Defendant has made it clear that he refuses to leave the
11 Procyon address, that law enforcement be ordered to remove the
12 Defendant from the Procyon Street address, if necessary.

13 Plaintiff further requests Court intervention to allow Chase
14 Bank to transfer one half of the monies that were on deposit on
15 March 7, 2022, in the savings account ending in 7601 held in
16 Defendant's and Nina's names into Plaintiff's account without the
17 Defendant's consent.
18

19 **C. This Court Should Award the Plaintiff with Reasonable**
20 **Attorney's Fees and Costs**

21 In *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005), the
22 Nevada Supreme Court held that it is within the trial court's
23 discretion to determine the reasonable amount of attorney's fees
24 under a statute or rule, and in exercising that discretion the
25 Court must evaluate the factors set forth in *Brunzell v. Golden*
26 *Gate National Bank*, 85 Nev. 345, 445 P.2d 31 (1969). The *Brunzell*
27 Court identified the following factors that the trial court may
28

1 consider in awarding attorney's fees:

- 2 **1. The qualities of the advocate; his ability, his training,**
3 **education, experience, professional standing and skill.**

4 Plaintiff's attorney is a graduate of Syracuse University
5 College of Law. She was admitted to the State Bar of Nevada in
6 1999, clerked for the Honorable Carl Christensen at the Eighth
7 Judicial District Court Family Division and has practiced in the
8 field of family law in Clark County for the past 23 years.

- 9 **2. The character of the work to be done; it's difficulty,**
10 **its intricacy, its importance, time and skill required,**
11 **the responsibility imposed and the prominence and**
12 **character of the parties where they affect the importance**
13 **of the litigation.**

14 In any family law matter where the Parties are hostile to the
15 point where one Party has refused to cooperate with any order of
16 the Court or with any of the laws and rules governing this matter,
17 it will necessarily take more effort to resolve.

18 In this case, the Defendant has failed to abide by any of the
19 rules of civil procedure, has failed to comply with the court's
20 interim orders, has attempted to obstruct this case at every turn
21 and is now refusing to comply with any of the terms of the Decree
22 of Divorce. If any case has required an advocate to go above and
23 beyond in attempting to bring this matter to resolution, it is
24 certainly this one.

- 25 **3. The work actually performed by the lawyer: the skill,**
26 **time and attention given too the work; and**

27
28 Plaintiff's attorney has taken this matter from intake through

1 trial and now through post-trial proceedings, during which time the
2 Defendant has consistently failed to comply with the Nevada rules
3 of civil procedure, the Court's interim orders and now the terms of
4 the Decree of Divorce which has required more work that would have
5 otherwise been necessary. The time taken on these tasks can be
6 substantiated with a time log if requested.

7
8 **4. The result: whether the attorney was successful and what
9 benefits were derived.**

10 The results and benefits will speak for themselves at the
11 conclusion of this matter.

12 In light of the foregoing, in particular, the unreasonable,
13 obstructive and egregious behavior of the Defendant in this case,
14 the Plaintiff should be awarded attorney's fees and costs.

15 Plaintiff further requests that any attorney's fees awarded in
16 this case, including any future attorney's fees that may accrue
17 through to the resolution of this matter, be paid for by the
18 Defendant from his one-half of the equity in any real property
19 ordered sold and that such funds be held in escrow until such time
20 as they are ordered dispersed by the Court.

21
22 **III**

23 **CONCLUSION**

24 In light of the Defendant's contempt of the Court's
25 orders Plaintiff requests the following relief:

26 1. That Defendant be found in contempt of the terms of the
27 Decree of Divorce;
28

1 2. That sanctions be imposed against the Defendant for his
2 failure to comply with the terms of the Decree of Divorce;

3 3. That Plaintiff be awarded exclusive possession of the Procyon
4 Street address so that she may prepare and maintain it for sale;

4. That appropriate law enforcement be ordered to remove the Defendant from the Procyon Street address should he not voluntarily leave the premises;

8 5. That Plaintiff be allowed to change the locks on the Procyon
9 Street address for her own safety;

10 6. That the Court issue an order for Chase Bank to transfer one
11 half of the proceeds that were on deposit on March 7, 2022 (\$66,988.35)
12 into Plaintiff's bank account without the consent of the Defendant.

13 7. That NRCPP 70 be applied so that all listing, sale and
14 conveyance documents for the real properties ordered sold and transferred
15 be signed by the Clerk of the Court in place of the Defendant;

16 8. For an award of attorney's fees and costs;

17 9. For such other relief the Court deems just and proper.

18 DATED this 29 day of August, 2022.

REZA ATHARI & ASSOCIATES

BY:

MARIA L. MILANO, ESQ.

Nevada Bar No. 7121

3365 Pepper Lane, Suite 102

Las Vegas, Nevada 89120

Tel: 702-727-7777

Attorneys for Plaintiff,

GEORGANN ACCOMANDO

AFFIDAVIT IN SUPPORT OF MOTION

1
2 1. I, GEORGANN ACCOMANDO, the Plaintiff in the above
3 entitled action, declares under penalty of perjury that I have read
4 the foregoing Motion and know the contents thereof; that the
5 averments contained therein are true of my own knowledge, except
6 for those matters therein contained stated upon information and
7 belief, and that as to those matters, I believe them to be true.
8

9 2. I Declare under penalty of perjury under the law of the
10 State of Nevada that the foregoing is true and correct.

11 3. That Defendant, Mario Accomando, has failed to comply
12 with any of the terms of the Divorce Decree.

13 4. That although Defendant was ordered to place my name on
14 our daughter Nina's tuition account, he has failed to provide proof
15 that he has done so.

16 5. Defendant was ordered to provide me with the March, 2022
17 Chase bank statement for the account he holds with our daughter
18 Nina, but refused to do so which required my attorney to subpoena
19 said statement.
20

21 6. The Chase bank statement for March 7, 2022 indicated that
22 account held the amount of \$66,988.35 Defendant was ordered to
23 transfer one half of that amount into my account, yet he has
24 refused to do so.

25 7. As ordered by the Court, I hired real estate agents to
26 prepare listing documents for the Procyon Street address and the
27 Arizona properties.
28

1 8. Said real estate agents prepared the listing agreements
2 which were mailed to Mr. Accomando on July 6, 2022 for him to sign
3 and return to my attorney in self addressed, postage prepaid
4 envelope. Mr Accomando refused to sign and return said documents.

5 9. I was awarded the Lame Horse Drive property as per the
6 terms of the Divorce, therefore, my attorney prepared a Quit Claim
7 Deed transferring ownership to me. Said Quit Claim Deed was also
8 mailed to Mr. Accomando on July 6, 2022. Again he refused to sign
9 it and return it to my attorney.

11 10. Mr Accomando was supposed to give me an accounting of the
12 rents he received from the Lame Horse Drive property for the past
13 two years. He has not done that.

14 11. Mr. Accomando was supposed to pay me one half of all
15 rents and payments he has received from the date of the divorcee
16 until the present for the Lame Horse Drive, Procyon Street and
17 Pahrump properties, but I have received nothing since that time.

18 12. Mr. Accomando has made it clear to me through third
19 parties that he does not intend to comply with any of the terms of
20 the Decree of Divorce and will not leave the Procyon address until
21 the police take him out.

22 13. Mr. Accomando has also, through third parties,
23 threatened my safety.

24 14. I ask the Court to allow the Clerk of the Court to sign
25
26
27
28

1 whatever documents are necessary to effectuate the sale of the real
2 properties set forth in the Decree of Divorce and to transfer
3 ownership of the Lame Horse Drive property into my name.

4 15. I also ask the Court for any intervention necessary to
5 effectuate the transfer of one half of the monies that were on
6 deposit in the Chase Bank Account on March 7, 2022 into my name
7 without the Defendant's consent.
8

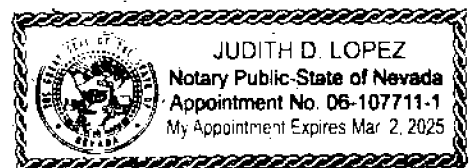
9 16. I ask the Court to allow me exclusive possession of the
10 Procyon Street address so that I can prepare and maintain the
11 property for sale. I would also like to be given permission to
12 change the locks for my own safety and for law enforcement to be
13 utilized to remove Mr. Accomando from the Procyon Street address
14 should he refuse to leave.

15 17. I believe that as a result of the Defendant's continued
16 refusal to comply with the court's orders that I be awarded
17 attorney's fees.
18

19
20 Georgann Accomando
21 GEORGANN ACCOMANDO

22 SUBSCRIBED and SWORN to before me
23 this 29th day of August, 2022.

24
25 [Signature]
26 NOTARY PUBLIC for the State of
27 Nevada, County of Clark
28



MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMANDO

Plaintiff/Petitioner

v.

MARIO ACCOMANDO

Defendant/Respondent

Case No. D-21-628915-D

Dept. M

**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) Motion for an Order to Show Cause

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.

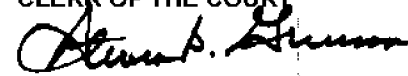
The total filing fee for the motion/opposition I am filing with this form is:

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

Party filing Motion/Opposition: GEORGANN ROSE ACCOMANDO

Date 8-29-21

Signature of Party or Preparer /s/ GEORGANN ROSE ACCOMANDO



1 **NOAS**

2 Mario Accomando, Pro Se
3 8546 Procyon Street
4 Las Vegas, NV, 89139
5 773.308.5011
6 ninaa1948@yahoo.com

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DISTRICT COURT
CLARK COUNTY, NEVADA

GEORGANN ACCOMANDO

Plaintiff,

CASE NO.: D-21-628915-D
DEPT NO: M


vs.

MARIO ACCOMANDO

Respondent.

NOTICE OF APPEAL

Notice is hereby given that **MARIO ACCOMANDO**, Respondent, above named, hereby appeals to the Supreme Court of Nevada from the Divorce Decree after hearing (Attached) entered in this action on the 29th day of June, 2022.


Mario Accomando, Pro Se
8546 Procyon Street
Las Vegas, NV, 89139
773.308.5011
ninaa1948@yahoo.com

Alvin S. Smith
CLERK OF THE COURT

1 DECD
2 MARIA L. MILANO, ESQ.
3 Nevada Bar # 7121
4 REZA ATHARI & ASSOCIATES, PLLC
5 A multi-jurisdictional law firm
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11 Attorney for Plaintiff,
12 GEORGANN ROSE ACCOMANDO

13 DISTRICT COURT, FAMILY DIVISION

14 CLARK COUNTY, NEVADA

15 GEORGANN ROSE ACCOMANDO,

16 Plaintiff,

17 vs.

18 MARIO ACCOMANDO,

19 Defendant,

)
) CASE NO.: D-21-628915-D
) DEPT. NO.: M
)
) Date of Trial: 3/7/22
) Time of Trial: 9:00 a.m.
)
)
)
)
)
)

20 DECREE OF DIVORCE

21 COME NOW the parties, Plaintiff, GEORGANN ROSE ACCOMANDO,
22 represented by her counsel of record, MARIA L. MILANO, ESQ., of
23 REZA ATHARI & ASSOCIATES, PLLC and Defendant MARIO ACCOMANDO,
24 appearing in proper person, having attended the Trial on March 7,
25 2022, the COURT NOTED that according to the terms found in the
26 Trial Management Order, Ms. Milano attempted to meet and confer
27 with Defendant before trial, and Defendant declined. Upon the
28 Court's inquiry, Defendant refused to participate in settlement
negotiations.

1 The Court having heard the statements and arguments of the
2 parties and having considered all the papers, pleadings on file and
3 evidence presented herein, FINDS:

4 **FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

5 1. ALIMONY:

6 The Court finds that after considering the evidence and
7 testimony of the Parties, that the Plaintiff is entitled to a lump
8 sum award of alimony. (12:11:13 - 12:11-18)

9 Pursuant to NRS 125.150 the Court has discretion to award such
10 alimony to either spouse in a specified principal sum or as
11 specified periodic payments as appears just and equitable; and
12 shall, to the extent practicable, make an equal disposition of the
13 community property of the parties, including, without limitation,
14 any community property transferred into an irrevocable trust
15 pursuant to NRS 123.125 over which the court acquires jurisdiction
16 pursuant to NRS 164.010, except that the court may make an unequal
17 disposition of the community property in such proportions as it
18 deems just if the court finds a compelling reason to do so and sets
19 forth in writing the reasons for making the unequal disposition....

20 In addition to any other factors the court considers relevant
21 in determining whether to award alimony and the amount of such an
22 award, the court shall consider: (a) the financial condition of
23 each spouse; (b) the nature and value of the respective property
24 of each spouse; (c) the contribution of each spouse to any
25 property held by the spouses pursuant to NRS 123.030; (d) the

1 duration of the marriage; (e) the income, earning capacity, age and
2 health of each spouse; (f) the standard of living during the
3 marriage; (g) the career before the marriage of the spouse who
4 would receive the alimony; (h) the existence of specialized
5 education or training or the level of marketable skills attained by
6 each spouse during the marriage; (i) the contribution of either
7 spouse as a homemaker; the award of property granted by the court
8 in the divorce, other than child support and alimony, to the spouse
9 who would receive the alimony; and (k) the physical and mental
10 condition of each party as it related to the financial condition,
11 health and ability to work of that spouse....

13 Testimony at trial substantiates that both Parties are of an
14 advanced age, the Plaintiff is 68 years old (9:04:55) and the
15 Defendant is 74 years old (11:17:16); that the Plaintiff did not
16 complete high school (9:05:18); did not obtain any other education
17 or vocational training subsequent to leaving the 11th grade
18 (9:05:26); that Plaintiff has not had any meaningful employment
19 since the Parties married in 1995 (9:06:10); that the Plaintiff
20 assisted the Defendant in his real estate career (9:06:30-9:06:57),
21 and carried out the responsibilities of a homemaker throughout the
22 Parties' marriage (9:26:07). Furthermore the Plaintiff suffers from
23 lingering medical conditions from breast cancer (9:31:30) and given
24 the standard of living the Parties enjoyed during their marriage
25 ~~and the fact that the Defendant is likely concealing monthly~~
26 ~~income,~~ the Court finds it appropriate to make a lump sum award of
28

1 alimony to the Plaintiff as the Court does not believe the
2 Defendant will comply ^{otherwise} ~~with the Court's orders~~. (12:11:13 -
3 12:11:18)

4 **THE COURT FURTHER FINDS**

5 2. That Plaintiff, for more than six weeks immediately
6 preceding the commencement of this action, has been an actual, bona
7 fide resident and domiciliary of the County of Clark, State of Nevada,
8 and during all of said period of time, Plaintiff had and still has the
9 intent to make the State of Nevada her home, residence and domicile
10 for an indefinite period of time; (9:04:47)

12 3. That the parties were married in Las Vegas, Nevada, on or
13 about June 10, 1995, and have been since that date have been husband
14 and wife; (09:04:58 -9:05:10)

15 4. That the Plaintiff and Defendant have one minor child in
16 common, NINA ROSE ACCOMANDO, born July 21, 2006 (Age 15), and the
17 Plaintiff is not now pregnant; (9:20:27-9:20:34)

18 5. That minor child has lived in Nevada for the past six
19 (6) months and that the minor child has lived with the Parties in Las
20 Vegas, Nevada for the past five (5) years. (9:25:12)

22 6. That any custody and visitation orders made herein are in
23 the best interest of the child (12:01:21 - 12:01:24);

24 NRS 125C.0035 states:

25 1. *that in any action for determining physical custody of a*
26 *minor child, the sole consideration of the court is the best interest*
27 *of the child. If it appears to the court that joint physical custody*
28

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

3 2. Preference must not be given to either parent for the sole
4 reason that the parent is the mother or the father of the child.

5 3. The court shall award physical custody in the following
6 order of preference unless in a particular case the best interest of
7 the child requires otherwise:
8

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

15 (b) To a person or persons in whose home the child has been
16 living and where the child has had a wholesome and stable
17 environment.
18

19 (c) To any person related within the fifth degree of
20 consanguinity to the child whom the court finds suitable
21 and able to provide proper care and guidance for the child;
22 regardless of whether the relative resides within this
23 State.

24 (d) To any other person or persons whom the court finds
25 suitable and able to provide proper care and guidance for
26 the child.
27

28 That in determining the best interest of the child, the

1 Court must consider:

2 (a) The wishes of the child if the child is of sufficient age
3 and capacity to form an intelligent preference as to his or her
4 physical custody. COURT FINDS Nina is of sufficient age and capacity to form an
5 intelligent preference as to her custody.

6 (b) Any nomination of a guardian for the child by a parent.
7 COURT FINDS this factor is not applicable.

8 (c) Which parent is more likely to allow the child to have
9 frequent associations and a continuing relationship with the
10 noncustodial parent. COURT FINDS this factor is neutral.

11 (d) The level of conflict between the parents.
12 COURT FINDS this factor is neutral.

13 (e) The ability of the parents to cooperate to meet the needs
14 of the child. COURT FINDS this factor is neutral.

15 (f) The mental and physical health of the parents.
16 COURT FINDS this factor is neutral.

17 (g) The physical, developmental and emotional needs of the
18 child. COURT FINDS this factor is neutral.

19 (h) The nature of the relationship of the child with each
20 parent. COURT FINDS this factor is neutral.

21 (i) The ability of the child to maintain a relationship with any
22 sibling. COURT FINDS this factor is not applicable.

23 (j) Any history of parental abuse or neglect of the child or a
24 sibling of the child. COURT FINDS this factor is not applicable.

25 (k) Whether either parent or any other person seeking physical
26 custody has engaged in an act of domestic violence against the
27 child, a parent of the child or any other person residing with
28 the child. COURT FINDS this factor is not applicable.

(1) Whether either parent or any other person seeking physical custody has committed any act of abduction against the child or any other child. COURT FINDS this factor is not applicable.

The Court finds that it would be in the best interest to award the Parties joint legal and joint physical custody of the minor child as the child is of suitable age and discretion to make a determination as to where she would like to reside. (12:01:21 - 12:03:18)

7. That the amount of child support ordered herein is in accordance with NAC 425;

8. That this Court has personal jurisdiction over the parties
over custody of the minor child
and subject matter jurisdiction. (12:01:12 - 12:01:16)

NOW THEREFORE:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED: that as the Parties are incompatible in marriage with no chance of reconciliation, the bonds of matrimony now and heretofore existing between Plaintiff and Defendant be, and the same are, hereby wholly dissolved, set aside and forever held for naught, and an absolute Decree of Divorce is hereby granted to the Plaintiff, and each of the parties is hereby restored to the status of single, unmarried persons. (12:19:38-12:19:43)

IT IS HEREBY ORDERED ADJUDGED AND DECREED: the Court finds that it is in the minor child's best interest for the Plaintiff and Defendant be awarded joint legal and joint physical custody of the minor child. (12:01:21 - 12:01:24)

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Nina shall
2 have teenage discretion as to her contact with both parents and
3 Defendant is admonished not to disparage Plaintiff to Nina.
4 Defendant is instructed to be affirmatively positive in his
5 discussion regarding Plaintiff and encourage Nina to spend time
6 with Plaintiff and foster their relationship. (12:01:26 - 12:03:28)

7 ~~IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that if the~~
8 ~~Defendant fails to follow this Order, the Court may be inclined to~~
9 ~~modify custody in favor of the Plaintiff. (12:03:14 - 12:03:18)~~

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that as a result
11 of the orders herein, the parties' shall have similar incomes and
12 assets, therefore, child support will not be ordered at this
13 time. (12:03:37 - 12:04:05)

14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the minor
15 child shall continue to be covered by Medicaid as and for
16 health insurance, and that any unreimbursed medical expenses
17 incurred for the minor child shall be borne equally by the Parties
18 pursuant to the "30/30 Rule" defined as follows:

19 Documentation of Out-of-pocket Expenses Required: A party who,
20 incurs an out-of-pocket expense of medical care is required to
21 document that expense and proof of payment of that expense. A
22 receipt from the health care provider is sufficient to prove
23 the expense so long as the receipt has the name of the
24 children on it and shows payment by the party seeking
25 reimbursement.

26 Timely Submission of Requests for Reimbursement: The party who
27 has paid or incurred a health care expense for the minor
28 children must submit his or her claim for reimbursement from
the insurance company within the deadline required for
reimbursement by the insurance policy. If a party fails to
timely submit such a claim for reimbursement, and the claim is

1 denied by the insurance company as untimely, that party shall
2 pay the entire amount which would have been paid by the
3 insurance company as well as the entire expense which would
4 not have been paid by insurance if the claim had been timely
5 filed.

6 Mitigation of Health Expenses Required: Use of Covered
7 Insurance Providers: Each party has a duty to mitigate medical
8 expenses for the minor children. Absent compelling
9 circumstances, a party should take the minor child to a health
10 care provider covered by the insurance in effect and use
11 preferred or covered providers, if available, in order to
12 minimize the cost of healthcare for the minor child. The
13 burden is on the party using a non-covered health care
14 provider to demonstrate that the choice not to use a covered
15 provider or the lowest cost option was reasonably necessary in
16 the particular circumstances of that case. If the court finds
17 the choice of a non-covered or more expensive covered provider
18 was not reasonably necessary, then the court may impose a
19 greater portion of financial responsibility for the cost of
20 that health care to the party who incurred that expense up to
21 the full amount which would have been provided by the lowest
22 cost insurance choice.

23 Sharing of Insurance Information Required: The party providing
24 insurance coverage for the children has a continuing
25 obligation to provide insurance information to the other party
26 including, but not limited to, copies of policies and policy
27 amendments as they are received, claim forms, preferred
28 provider lists (as modified from time to time), and
29 identification cards. If the insuring party fails to timely
30 supply any of the above items to the other party, and that
31 failure results in a denial of a claim because of the
32 non-insuring parties' failure to comply with the procedures
33 required by the amended or updated insurance policies, the
34 party providing insurance shall be responsible for all
35 healthcare expenses incurred by the minor children for that
36 claim that would have been covered by insurance.

37 Reimbursement for Out-of-Pocket Expenses: If either party
38 seeks reimbursement of an unreimbursed healthcare expense he
39 or she has incurred on behalf of the minor children, he or she
40 must submit such request for reimbursement to the other within
41 thirty(30) days of incurring such expense or being advised by
42 the provider that such expense would not be reimbursed. If
43 that party fails to request such reimbursement within that
44 time period, he or she shall forfeit any right to seek
45 reimbursement. If the other party receives a written request
46 for contribution for an unreimbursed health care expense for

1 the children; he or she must reimburse the other for fifty
2 (50%) of that expense within thirty(30) days of receipt of the
3 written request for contribution. That party must raise any
4 objection to the request for contribution within the thirty
5 (30) day period after the request for contribution is received
6 or they shall be deemed to have waived such objection. Any
7 objection to the request for contribution must be made in
8 writing. If the other party does not respond to the request
9 within the thirty (30) day period, that party may be assessed
10 attorney's fees if a contempt proceeding or court action is
11 required as a result of the party's failure to pay or timely
12 object.

13 Sharing Insurance Reimbursement: Any reimbursements for
14 payments made directly by a party or the parties to any
15 healthcare provider to the minor children shall be distributed
16 according to the amount of payment by each party. If a party
17 receives such a reimbursement, that party shall distribute the
18 reimbursement within seven (7) days of its receipt. (By

19 Order of the Court on 04-18-22)

20 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that the eight
21 parcels of land held by the Parties in Arizona shall be listed for
22 sale within the next 60 days. Plaintiff will choose the Realtor,
23 and the Realtor will determine the fair market value of the
24 properties and list them accordingly. That any equity realized from
25 the sale of said properties shall be split equally between the
26 parties. (12:04:55 - 12:05:20)

27 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED:** that Defendant is
28 instructed to fully and timely cooperate with the listings,
transfers, and sales of the real properties adjudicated
herein. (12:05:18 - 12:06:05). Any offer received on any of the
real properties ordered to be sold that are within five percent
(5%) of their fair market value shall be deemed an acceptable

1 offer. (12:06:05 -12:06:13). If the Defendant fails to comply with
2 this order, the Court ^{may} ~~will~~ find Defendant in contempt and ^{will} impose
3 sanctions of attorney's fees should the Plaintiff have to return to
4 Court with representation to enforce this Court's orders. (12:06:06
5 - 12:06:16)

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that should the
7 balloon payments on the Pahrump real properties that were sold to
8 individuals, Patrick Clark and Armen Galstan, be missed, and should
9 said real properties revert in equal shares to the ownership of
10 both Parties, that said properties shall be held by the Parties as
11 tenants in common. (12:06:33 - 12:07:36)

13 IT IS FUTHER ORDERED, ADJUDGED AND DECREED that any payments
14 received in relation to the prior sale of the Pahrump properties
15 shall be split equally between the parties, the Defendant shall
16 provide proof of payment by providing cancelled checks to the
17 Plaintiff. (12:07:32 - 12:07:39)

19 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Defendant
20 shall pay Plaintiff one-half of any and all lease/rental income
21 received from this date, March 7, 2022, forward within 30 days of
22 receiving it. Defendant shall no longer accept cash payments from
23 his tenants and show proof of rental income received to the
24 Plaintiff. (12:07:42 - 12:08:22)

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Defendant
26 owes Plaintiff one-half of the lease/rental income received for the
27

28

1 last two (2) years on the condominium located at 9607 Lane Horse
2 Drive, Las Vegas, Nevada 89123. (12:08:23 - 12:08:33)

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Defendant is
4 directed to prepare an accounting for the rent received from the
5 9607 Lane Horse Drive property for the last two (2) years and
6 provide a copy to Plaintiff's counsel within the next sixty (60)
7 days. Plaintiff is entitled to one half of the amount of the rents
8 collected by the Defendant during that time. (12:08:33-47)

9
10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the marital
11 residence located at 8546 Procyon St., Las Vegas, Nevada 89139
12 shall be listed for sale within sixty (60) days. Plaintiff will
13 choose the Realtor, and the Realtor will determine the property's
14 fair market value and list said property accordingly. As Defendant
15 does not have a lease with the renter, said renter shall pose no
16 interference with the sale. (12:08:58)

17
18 The Parties shall maintain said property in such a manner as
19 would maximize the sale price of said property. (12:16:35 -
20 12:17:12)

21 That the equity realized from the sale of said property shall
22 be equally split between the parties.

23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Defendant
24 shall no longer receive cash payments from the tenant at the
25 Procyon property, and shall provide proof of the amounts received
26 to the Plaintiff in the form of cancelled checks from tenant.
27

28

1 Defendant shall pay one-half of said rental income from the marital
2 residence to Plaintiff. (12:08:52 - 12:09:22)

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff
4 shall be awarded the real property located at 9607 Lane Horse Drive
5 subject to Defendant's community share and other offsets or awards.
6 (By Order of the Court dated 05-25-22)

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED That Plaintiff
8 shall choose the realtor and said property shall be appraised
9 within sixty (60) days. (By Order of the Court dated 05-25-22)

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any amounts
12 of lump sum alimony awarded to Plaintiff shall be deducted from
13 Defendant's one-half share of the appraised value of the Lane Horse
14 Drive property. (By Order dated 05-25-22)

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any amounts ^{other}
16 as a result of this Decree or resulting from prior Orders
17 owed by the Defendant to Plaintiff shall also be offset from
18 Defendant's share of the Lane Horse Drive property. (By Order
19 dated 05-25-22)

20 IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that Plaintiff
21 shall be awarded a lump sum award of alimony in the amount of
22 \$ 320,000.00 (12:10:43 - 12:11:17)

23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Plaintiff
24 and Defendant are informed that rental income is a division of
25 community property and shall not be considered as part of an award
26 of alimony. (12:11:23 - 12:11:29)

28

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the
2 undisputed value of the automobile currently in Defendant's
3 possession is \$15,000.00. Plaintiff shall receive one-half of the
4 value of said automobile in the amount \$7,500.00 which shall be
5 paid by the Defendant to the Plaintiff. (12:11:33 -12:11:40)
6

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the
8 undisputed value of the household items currently in the
9 Defendant's possessions is \$15,000.00. (9:28:07) Plaintiff shall
10 receive one-half of said value in the amount of \$7,500.00 (9:46:40
11 - 9:47:15) which shall be paid by the Defendant to Plaintiff from
12 his half of the equity realized from the sale of the real property
13 sold herein. (12:11:42)
14

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Defendant
16 did not dispute the value of the community property and did not
17 dispute Plaintiff's request to her personal property, to include
18 the John Wayne photograph and desk that was constructed for her by
19 her grandfather as requested. (12:11:50) Plaintiff shall,
20 therefore, retrieve said items within thirty (30) days of
21 establishing residence. However, Plaintiff may retrieve the
22 photograph immediately. (12:11:59 -12:12:16) Plaintiff shall keep
23 the wedding ring. (12:18:18-12:18:40)
24

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that based on
26 Defendant's failure to comply with EDCR 7.60, EDCR 16.2, failure to
27 comply with discovery and the Trial Management Order, and failure
28 to participate with this litigation, and failure to produce any

1 documents in support of his case, Defendant shall pay the
2 Plaintiff's attorney's fees in the amount of \$ 23,285.00
3 The fees awarded are reasonable based upon the Court's review of counsel's
4 ~~Plaintiff's counsel shall submit a Brunzell Affidavit and~~
5 Memorandum of Fees and Costs. (12:12:37 - 12:13:53)
and given Defendant's total and complete lack of participation in the litigation multiplying the fees incurred by
Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the bank
6 account established by the Defendant for the minor child is
7 community property. Therefore, one half of the account balance as
8 of March 7, 2022 shall be transferred to the Plaintiff within
9 thirty (30) days. The Court shall accept the Defendant's testimony
10 that said account contains \$65,000. Defendant shall provide a copy
11 of the March, 2022 bank statement to Plaintiff's counsel within the
12 next thirty (30) days. That should there be less than \$65,000 in
13 said account, the Defendant shall have to explain to the Court the
14 reason for the disparity. (12:13:56 - 12:15:53)

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the Court
17 shall accept Defendant's testimony that there is currently the
18 amount of \$23,400.00 on deposit in a prepaid tuition account for
19 the Parties' minor child. Said prepaid tuition account shall remain
20 for Nina's benefit, however, Plaintiff's name shall be added to
21 said account within thirty (30) days and the parties shall be joint
22 owners. Should Nina not go to college, the amount shall be equally
23 divided between the parties. (12:14:50 - 12:15:31)

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that there are no
26 community debts to divide. (12:15:56)

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Plaintiff's
2 maiden name shall be restored to GEORGANN ROSE REGIRO. (12:19:47)

3 IT IS FURTHER ORDERED ADJUDGED AND DECREED that as the
4 Defendant did not make the ordered spousal support payments in the
5 amount of One Thousand Dollars (\$1,000) for the months of October,
6 2021, November, 2021, December, 2021, he therefore, owes Plaintiff
7 the amount of Three Thousand Dollars (\$3,000) in back spousal
8 support which shall be paid from his one-half share of the equity
9 realized from the sale of the real property ordered sold herein.
10 (12:17:38 - 12:18:18)

12 IT IS FURTHER ORDERED ADJUDGED AND DECREED that any amounts
13 outstanding or owed shall be offset ~~from the~~ from the Defendant's
14 asseets that are liquidated (12:17:55 - 12:18:16)

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Ms. Milano
16 shall prepare the proposed findings and conclusions of law and
17 preparing the findings of fact and conclusions of law
18 include the cost of ~~said findings~~ as a part of the attorney's fees
19 award. Ms. Milano shall have thirty (30) days to prepare the Decree
20 and submit it to Defendant for review and signature. Upon receipt,
21 Defendant shall have ten (10) days to review, approve, and/or submit
requested changes.

22 NOTICE IS HEREBY GIVEN of the following provision of NRS
23 125C.0045(6):

24 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,
25 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION
26 OF THIS ORDER IS PUNISHABLE AS A CATEGORY D
27 FELONY AS PROVIDED IN NRS 193.130. NRS 200.359
28 provides that every person having a limited
right of custody to a child or any parent having
no right of custody to the child who willfully
detains, conceals or removes the child from a

1 parent, guardian or other person having lawful
2 custody or a right of visitation of the child in
3 violation of an order of this court, or removes
4 the child from the jurisdiction of the court
5 without the consent of either the court or all
persons who have the right to custody or
visitation is subject to being punished for a
category D felony as provided in NRS 193.130.

6 NOTICE IS HEREBY GIVEN that the terms of the Hague Convention
7 of October 25, 1980, adopted by the 14th Session of the Hague
8 Conference on Private International Law apply if a parent abducts or
9 wrongfully retains a child in a foreign country. The parties are also
10 put on notice of the following provisions in NRS 125C.0045(8):

11 If a parent of the child lives in a foreign country or has
12 significant commitments in a foreign country:

13 (a) The parties may agree, and the court shall
14 include in the order for custody of the
15 child, that the United States is the
16 country of habitual residence of the child
17 for the purposes of applying the terms of
the Hague Convention as set forth in
subsection 7.

18 (b) Upon motion of one of the parties, the court may
19 order the parent to post a bond if the court
20 determines that the parent poses an imminent risk of
21 wrongfully removing or concealing the child outside
22 the country of habitual residence. The bond must be
23 in an amount determined by the court and may be used
24 only to pay for the cost of locating the child and
25 returning him to his habitual residence if the child
is wrongfully removed from or concealed outside the
country of habitual residence. The fact that a parent
has significant commitments in a foreign country does
not create a presumption that the parent poses an
imminent risk of wrongfully removing or concealing
the child.

26 NOTICE IS HEREBY GIVEN that the Parties are subject to the
27 relocation requirements of NRS 125C.006 & NRS 125C.0065. If joint
28

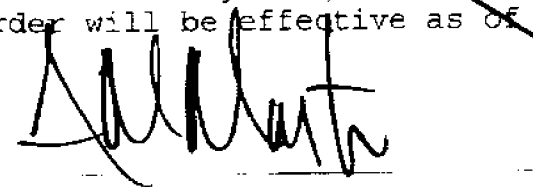
1 or primary physical custody has been established pursuant to an
2 order, judgment or decree of a court and one parent intends to
3 relocate his or her residence to a place outside of this State or
4 to a place within this State that is at such a distance that would
5 substantially impair the ability of the other parent to maintain a
6 meaningful relationship with the child, and the relocating parent
7 desires to take the child with him or her, the relocating parent
8 shall, before relocating: (a) attempt to obtain the written
9 consent of the non-relocating parent to relocate with the child;
10 and (b) if the non-relocating parent refuses to give that consent,
11 petition the court for permission to move and/or for primary
12 physical custody for the purpose of relocating. A parent who
13 desires to relocate with a child has the burden of proving that
14 relocating with the child is in the best interest of the child.
15 The court may award reasonable attorney's fees and costs to the
16 relocating parent if the court finds that the non-relocating
17 parent refused to consent to the relocating parent's relocation
18 with the child without having reasonable grounds for such refusal,
19 or for the purpose of harassing the relocating parent. A parent
20 who relocates with a child pursuant to this section without the
21 written consent of the other parent or the permission of the court
22 is subject to the provisions of NRS 200.359.

23
24
25 NOTICE IS HEREBY GIVEN that the Parties are subject to the
26 provisions of NRS 31A and 125.007 regarding the collection of
27 delinquent child support payments.
28

1 NOTICE IS HEREBY GIVEN that either party may request a review
2 of child support pursuant to NRS 125B.145.

3 NOTICE IS HEREBY GIVEN that if you want to adjust the amount
4 of child support established in this order, you must file a motion
5 to modify the order with or submit a stipulation to the court. If
6 a motion to modify this order is not filed or a stipulation is not
7 submitted, the child support obligation established in this order
8 will continue until such time as all children who are the subject
9 of this order reach 18 years of age, or, if the youngest child who
10 is subject to this order is still in high school when he or she
11 reaches 18 years of age, when the child graduates from high school
12 or reaches 19 years of age, whichever comes first. Unless the
13 parties agree otherwise in a stipulation, any modification made
14 pursuant to a motion to modify the order will be effective as of
15 the date the motion was filed.

Dated this 29th day of June, 2022



F7A 535 2CF4 F675

Amy M. Mastin
District Court Judge

16 Respectfully submitted by:

22 MARIA L. MILANO, ESQ.
23 Nevada Bar No. 7121
24 REZA ATHARI & ASSOCIATES
25 A Multi-jurisdictional firm
26 3365 Pepper Lane, Suite 102
27 Las Vegas, Nevada 89120
28 Attorney for Plaintiff,
GEORGANN ROSE ACCOMANDO

MARIO ACCOMANDO
8546 S. Procyon St.
Las Vegas, Nevada 89139
Defendant in Proper Person

NOTICE IS HEREBY GIVEN that you have an affirmative duty to update any changes in your personal information by filing a Notice of Change of Address form, which can be found at the following link:

<https://www.familylawselfhelpcenter.org/images/fo>