

# 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 7

**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.

**INDEX**

<b><u>VOLUME:</u></b>	<b><u>PAGE NUMBER:</u></b>
1	1 - 236
2	237 - 472
3	473 - 709
4	710 - 945
5	946 - 1181
6	1182 - 1417
7	1418 - 1580

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
6	1/20/2023	Affidavit of Bias and Prejudice	1301 - 1307
3	3/10/2022	Affidavit of Resident Witness	491 - 492
1	6/22/2021	Affidavit of Service	24 - 24
1	6/23/2021	Affidavit of Service	27 - 27
1	6/23/2021	Affidavit of Service	28 - 28
2	10/26/2021	Affidavit of Service	323 - 323
2	10/26/2021	Affidavit of Service	324 - 324
2	12/21/2021	Affidavit of Service	389 - 389
6	2/5/2023	Amended Affidavit of Bias and Prejudice	1361 - 1369
2	12/21/2021	Amended Certificate of Service	390 - 390
6	2/3/2023	Amended Order After Hearing	1350 - 1360
7	12/6/2023	Amended Order After Hearing	1527 - 1530
1	7/12/2021	Answer to Complaint for Divorce	32 - 33
7	2/12/2024	Application to Proceed in Forma Pauperis (Confidential)	1546 - 1547
1	9/22/2021	Brunzell Memorandum of Fees and Costs	166 - 173
2	10/27/2021	Case Appeal Statement	326 - 327
2	1/13/2022	Case Appeal Statement	432 - 433
3	3/21/2022	Case Appeal Statement	515 - 516
4	8/31/2022	Case Appeal Statement	820 - 821
7	3/10/2023	Case Appeal Statement	1438 - 1439
7	1/9/2024	Case Appeal Statement	1536 - 1537
1	7/30/2021	Certificate of Mailing	68 - 80
1	8/11/2021	Certificate of Mailing	132 - 132
1	10/11/2021	Certificate of Service	205 - 225

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
2	11/8/2021	Certificate of Service	328 - 328
2	12/8/2021	Certificate of Service	387 - 387
2	1/18/2022	Certificate of Service	434 - 434
3	4/8/2022	Certificate of Service	550 - 557
3	4/8/2022	Certificate of Service	558 - 568
4	9/6/2022	Certificate of Service	827 - 844
5	11/8/2022	Certificate of Service	946 - 970
7	9/27/2023	Certificate of Service	1457 - 1470
7	2/13/2024	Certification of Copy and Transmittal of Record	
7	11/28/2023	Clerks Notice of Nonconforming Document	1501 - 1503
7	11/30/2023	Clerks Notice of Nonconforming Document	1510 - 1512
1	8/16/2021	Clerk's Notice of Nonconforming Document	136 - 138
7	11/30/2023	Clerk's Notice of Nonconforming Document and Curative Action	1508 - 1509
1	6/11/2021	Complaint for Divorce and UCCJEA Declaration	1 - 14
3	2/16/2022	Continued Trial Management Order	481 - 485
3	6/29/2022	Decree of Divorce	626 - 646
2	12/7/2021	Discovery Commissioners Report and Recommendations	378 - 386
7	2/13/2024	District Court Minutes	1548 - 1580
4	10/4/2022	Domestic Notice to Statistically Close Case	912 - 912
1	10/11/2021	Ex Parte Motion for an Order Shortening Time	226 - 228

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
3	4/8/2022	Ex Parte Motion for an Order Shortening Time	569 - 571
3	4/8/2022	Ex Parte Motion for an Order Shortening Time	572 - 574
4	9/6/2022	Ex Parte Motion for an Order Shortening Time	845 - 849
4	9/29/2022	Ex Parte Motion for an Order Shortening Time	889 - 894
5	11/8/2022	Ex Parte Motion for an Order Shortening Time	971 - 976
5	12/19/2022	Ex Parte Motion for Continuance	1176 - 1178
6	2/23/2023	Ex Parte Motion for Continuance	1370 - 1372
7	11/27/2023	Ex Parte Motion for Continuance	1485 - 1488
5	11/22/2022	Ex Parte Motion to Preclude Defendant from Filing Peremptory Challenge	1135 - 1141
6	2/23/2023	Exhibit Appendix	1373 - 1376
7	11/27/2023	Exhibit Appendix	1476 - 1484
4	9/29/2022	Exparte Motion for Stay of District Family Court Proceedings While in Appeal	895 - 897
1	7/23/2021	General Financial Disclosure Form (Confidential)	47 - 55
2	2/4/2022	General Financial Disclosure Form (Confidential) (Continued)	468 - 472
3	2/4/2022	General Financial Disclosure Form (Confidential) (Continuation)	473 - 477
1	6/22/2021	Joint Preliminary Injunction	25 - 26
1	7/21/2021	Joint Preliminary Injunction (Electronically Issued Only)	45 - 46

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
1	6/18/2021	Joint Preliminary Injunction (Issued Only)	22 - 23
4	10/3/2022	Motion For Clarification of Divorce Decree	906 - 911
3	4/7/2022	Motion for Clarification of the Court's Orders in Regards to the 9607 Lame Horse Drive Property on Order Shortening Time	540 - 548
3	4/1/2022	Motion for More Definite Statement	533 - 538
5	12/19/2022	Motion for School Selection for Minor Child Notice of Motion	1169 - 1175
1	7/23/2021	Motion for Temporary Award of Interim Spousal Support and for Attorney's Fees	56 - 66
6	2/2/2023	Motion to Amend Order on Order Shortening Time	1341 - 1348
1	9/13/2021	Motion to Continue Hearing	162 - 164
1	8/16/2021	Motion to Determine Mental Health of Plaintiff	139 - 141
1	8/16/2021	Motion to Determine Mental Health of Plaintiff	133 - 135
2	1/12/2022	Motion to Enter into Mediation	429 - 430
5	12/19/2022	Motion to Modify Child Custody, Visitation, and/or Child Support Notice of Motion	1155 - 1164
5	12/18/2022	Motion to Set Aside Order, Judgment and or Divorce Decree for Fraud, Purjury, Contempt and Bias	1142 - 1153
7	11/28/2023	Motion to Settle	1499 - 1500
7	11/28/2023	Motion To Settle	1504 - 1506
2	1/10/2022	Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Dismissed	417 - 420

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
3	3/9/2022	Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Dismissed	487 - 490
3	5/3/2022	Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Dismissed	605 - 608
4	10/26/2022	Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Dismissed	913 - 916
7	5/1/2023	Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Dismissed	1440 - 1443
3	6/20/2022	Notice	624 - 625
4	10/3/2022	Notice	900 - 901
7	11/27/2023	Notice of Intent to Appear by Communication Equipment	1475 - 1475
2	10/25/2021	Notice of Appeal	259 - 265
2	1/11/2022	Notice of Appeal	421 - 428
3	8/29/2022	Notice of Appeal	690 - 709
6	3/8/2023	Notice of Appeal (Continued)	1404 - 1417
7	3/8/2023	Notice of Appeal (Continuation)	1418 - 1437
7	1/7/2024	Notice of Appeal	1531 - 1535
3	3/16/2022	Notice Of Appeal	493 - 514
3	4/20/2022	Notice of Department Reassignment	596 - 597
3	4/21/2022	Notice of Department Reassignment	603 - 604
4	9/20/2022	Notice of Department Reassignment	884 - 885
4	9/29/2022	Notice of Department Reassignment	886 - 887
1	8/9/2021	Notice of Early Case Conference Pursuant to NRCP 16.2	81 - 82
3	7/6/2022	Notice of Entry of Decree of Divorce	647 - 669

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
1	9/30/2021	Notice of Entry of Order	178 - 183
2	11/19/2021	Notice of Entry of Order	342 - 348
2	12/23/2021	Notice of Entry of Order	403 - 416
2	2/1/2022	Notice of Entry of Order	442 - 447
3	4/12/2022	Notice of Entry of Order	577 - 580
3	4/18/2022	Notice of Entry of Order	588 - 594
3	5/26/2022	Notice of Entry of Order	612 - 616
4	9/8/2022	Notice of Entry of Order	852 - 855
4	10/3/2022	Notice of Entry of Order	902 - 905
6	12/21/2022	Notice of Entry of Order	1184 - 1188
6	3/7/2023	Notice of Entry of Order	1383 - 1395
6	3/7/2023	Notice of Entry of Order	1396 - 1403
7	1/22/2024	Notice of Entry of Order	1541 - 1545
6	12/23/2022	Notice of Entry of Order to Show Cause	1194 - 1200
3	3/7/2022	Notice of Exhibit(s) In the Vault	486 - 486
6	1/24/2023	Notice of Filing Judicial Complaint	1308 - 1329
1	7/28/2021	Notice of Hearing	67 - 67
1	8/30/2021	Notice of Hearing	160 - 160
1	9/13/2021	Notice of Hearing	165 - 165
1	10/8/2021	Notice of Hearing	203 - 204
2	10/26/2021	Notice of Hearing	325 - 325
2	1/13/2022	Notice of Hearing	431 - 431
3	4/2/2022	Notice of Hearing	539 - 539
3	4/8/2022	Notice of Hearing	549 - 549

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
4	9/6/2022	Notice of Hearing	822 - 822
4	9/29/2022	Notice of Hearing	888 - 888
4	11/8/2022	Notice of Hearing	945 - 945
5	12/19/2022	Notice of Hearing	1154 - 1154
5	12/19/2022	Notice of Hearing	1179 - 1179
5	12/20/2022	Notice of Hearing	1180 - 1180
6	2/2/2023	Notice of Hearing	1349 - 1349
7	9/21/2023	Notice of Hearing	1456 - 1456
7	11/29/2023	Notice of Hearing	1507 - 1507
1	9/13/2021	Notice of Intent to Appear by Communication Equipment	161 - 161
2	11/26/2021	Notice of Intent to Appear by Communication Equipment	376 - 377
2	12/12/2021	Notice of Intent to Appear by Communication Equipment	388 - 388
7	11/27/2023	Notice of Intent to Appear by Communication Equipment	1474 - 1474
7	11/28/2023	Notice of Lease	1489 - 1498
1	6/14/2021	Notice of Lis Pendency of Action (Lis Pendens)	16 - 18
1	6/14/2021	Notice of Lis Pendency of Action (Lis Pendens)	19 - 21
2	11/16/2021	Notice of Lis Pendens	329 - 331
4	9/6/2022	Notice of Order for the Debtor's Motion on the Voluntary Dismissal of Chapter 13 Case	823 - 826

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
4	11/4/2022	Notice of Order Granting Ex-Parte Motion Under 11 U.S.C 362(j) to Confirm that Automatic Stay has been Terminated	917 - 921
3	8/29/2022	Notice of Order Granting Relief from Automatic Stay	670 - 673
3	4/15/2022	Notice of Rescheduling of Hearing	581 - 582
1	6/24/2021	Notice of Seminar Completion EDCR 5.07	29 - 31
2	10/14/2021	Notice of Taking Deposition of Custodian of Records for Bank of the West	250 - 252
2	10/14/2021	Notice of Taking Deposition of Custodian of Records for Huntington National Bank	256 - 258
2	10/14/2021	Notice of Taking Deposition of Custodian of Records for US Bank	253 - 255
5	12/19/2022	Opposition to Motion for an Order to Enforce and/or for an Order to Show Cause Regarding Contempt	1165 - 1168
7	10/17/2023	Opposition to Motion to Enforce Order, for Attorney Fees, and for an Order Reducing Attorney's Fees to Judgement.	1471 - 1473
3	5/25/2022	Order	609 - 611
5	12/20/2022	Order (Continued)	1181 - 1181
6	12/20/2022	Order (Continuation)	1182 - 1183
1	9/30/2021	Order After Hearing	174 - 177
2	1/31/2022	Order After Hearing	438 - 441
6	2/1/2023	Order After Hearing	1330 - 1340
6	3/7/2023	Order After Hearing	1377 - 1382
7	11/30/2023	Order After Hearing	1524 - 1526
2	11/19/2021	Order Awarding Attorney's Fees and Costs	332 - 336

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
3	4/18/2022	Order for Continued Medicaid Coverage	583 - 587
1	7/14/2021	Order for Family Mediation Center Services	43 - 44
2	12/22/2021	Order on Discovery Commissioner's Report and Recommendations	391 - 402
3	4/20/2022	Order Reassigning Case	598 - 602
1	7/14/2021	Order Setting Case Management Conference and Directing Compliance With NRCP 16.2 (Not Including Paternity or Custody Actions Between Unmarried Parents)	34 - 42
3	4/11/2022	Order Shortening Time	575 - 576
4	9/7/2022	Order Shortening Time	850 - 851
4	9/30/2022	Order Shortening Time	898 - 899
2	11/23/2021	Order to Show Cause	349 - 351
6	12/23/2022	Order to Show Cause	1189 - 1193
7	1/22/2024	Order Vacating Hearing for Lack of Service	1538 - 1540
3	4/20/2022	Peremptory Challenge	595 - 595
4	9/19/2022	Peremptory Challenge	883 - 883
2	11/24/2021	Plaintiff's Affidavit and Supplemental Memorandum of Fees and Costs	352 - 359
2	11/24/2021	Plaintiff's Affidavit and Supplemental Memorandum of Fees and Costs	360 - 367
3	3/29/2022	Plaintiff's Brunzell Memorandum of Fees and Costs	517 - 532
2	11/24/2021	Plaintiff's Exhibit Appendix	368 - 375
4	8/30/2022	Plaintiff's Exhibit Appendix	710 - 819
5	11/8/2022	Plaintiff's Exhibit Appendix	977 - 1133

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
1	8/25/2021	Plaintiff's Individual Case Conference Report	142 - 159
1	8/11/2021	Plaintiff's List of Documents and Witnesses Pursuant to NRCP 16.2	83 - 131
7	11/30/2023	Plaintiff's Memorandum of Fees and Costs	1513 - 1523
1	10/8/2021	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	184 - 202
3	8/29/2022	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	674 - 689
4	11/7/2022	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; Oral Argument Requested	922 - 944
2	10/26/2021	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	266 - 322
7	9/21/2023	Plaintiff's Motion to Enforce Order, for Attorneys Fees, and for an Order Reducing Attorney's Fees and Judgment	1444 - 1455
2	2/2/2022	Plaintiff's Pre-trial Memorandum	448 - 467
4	9/15/2022	Plaintiff's Supplement to Exhibit Appendix	856 - 882

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
2	1/25/2022	Receipt of Check	435 - 437
3	2/9/2022	Receipt of Check	478 - 480
1	6/14/2021	Request for Issuance of Joint Preliminary Injunction	15 - 15
5	11/14/2022	Request for Issuance of Joint Preliminary Injunction	1134 - 1134
6	1/9/2023	Second Supplement to Plaintiff's Exhibit Appendix	1237 - 1263
1	10/14/2021	Subpoena Duces Tecum Custodian of Records for Bank of the West	229 - 235
1	10/14/2021	Subpoena Duces Tecum Custodian of Records for Huntington National Bank (Continued)	236 - 236
2	10/14/2021	Subpoena Duces Tecum Custodian of Records for Huntington National Bank (Continuation)	237 - 242
2	10/14/2021	Subpoena Duces Tecum Custodian of Records for US Bank	243 - 249
3	5/26/2022	Subpoena Duces Tecum for Custodian of Records of Chase Bank	617 - 623
6	1/3/2023	Supplement to Plaintiff's Exhibit Appendix	1201 - 1236
6	1/10/2023	Third Supplement to Plaintiff's Exhibit Appendix	1264 - 1300
2	11/19/2021	Trial Management Order	337 - 341

the record in this case, the Court will dismiss the denial of the  
relief. (10:21:10)

Appellant's argument, as within that same  
period, is that the Court's ruling in the proceedings based  
upon another Chapter 11 bankruptcy that was filed  
compulsorily upon her has had the effect of impacting this  
Court's ability to proceed with the instant matter. (10:21:10)

(10:21:10)

The Court has reviewed the motion filed by the Defendant on  
October 2, 2010, which was not heard, had no request for hearing,  
and was not argued to the Court by the Nevada Supreme Court.  
(10:21:10)

The Court has also reviewed the Appellant's motion to stay the proceedings in  
this case, which was not heard and was not argued to the  
relief. (10:21:10)

The Court has also reviewed the Appellant's motion filed by the Defendant on  
December 1, 2010, which was not heard and was not argued to the  
since it was not heard. (10:21:10)

The Court has also reviewed the Appellant's motion, Visitation, Child  
Support, and the Appellant's motion, School, also preserved on the  
at the time of the hearing. (10:21:10)

The Court has also reviewed the Appellant's motion, which happens in this case without  
proper notice to the Appellant at the time of the hearing. (10:21:10)

... requested by Plaintiff ... shortening time ... of an Order to Show Cause ... (10:24:33-35).

... the record of Defendant ... with the intent to ... address why he ... without ... and at the ... (10:24:38-40)

... (10:24:41-43)

... was served with the Order to Show Cause ... 23, 2022, however, ... Cause filed. (10:24:44-46)

... required is ... merit, and that the issues ... (10:24:48-50)

... only at this ... (10:24:50-52)



received the same information with specific

instructions to the defendant.

The defendant testified that his understanding of the  
court's order was that he was to be released.

The defendant's testimony was as admitted for  
Defendant's testimony that he did not intend to direct  
that defendant's release was subject to. (10:29:07-

10:29:07)

The court then directed the defendant to make a finding  
of fact that the defendant's behavior for the Clerk's Office  
to be in violation of the court's order. (10:33:45-10:34:03).

NOW THE COURT

ORDERED THAT THE DEFENDANT AND DEFENSE ATTORNEY, the Defendant,  
MAY NOT appear in any court proceeding from  
this court without the presence of the court.

The court then ORDERED that the defendant to oppose the  
court's order within twenty  
days of the date of the court's order, within twenty  
(20) days of the date of the court's order, file in opposition in  
writing with the court clerk. Failure to comply shall be deemed a  
willful violation of the court's order and of contempt  
will be held against the defendant. (10:38:15-10:38:30)

THE COURT THEN ORDERED that the defendant's property as set forth in  
the court's order be returned to the defendant. (10:39:45-

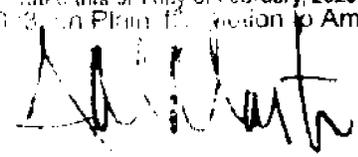
10:39:45)

The court then adjourned the proceedings to the next date.

IT IS HEREBY ORDERED that, pursuant to Notice, the Clerk of the Court shall cause to be recorded, including last Claim Deeds on behalf of the Plaintiff, Accionando necessary to effectuate the transfer of the property located at [Address] (Parcel Number 177-17-302-015) and [Address] (Parcel Number 177-17-302-016) to the Plaintiff, as set forth in the Decree of [Court Name], dated [Date].

IT IS FURTHER ORDERED that the Status Conference hearing is set for [Date] at [Time]. Defendant shall appear in person.

Should the Defendant fail to appear on the date set forth in the Plaintiff's Motion to Amend Order, the hearing shall be vacated.

Dated this 3rd day of February, 2023  


304 3F4 0002 11P6  
Arly M. Desun  
District Court Judge

MADE AND FORWARDED BY:  
[Name]  
REALTOR/ATTORNEY, PLLC  
[Address]  
[City, State, Zip]  
[Phone Number]

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SERV

DISTRICT COURT  
CLARK COUNTY, NEVADA

Georgina Rose Acunamido                      CASE NO. 15-71-628915-D  
Plaintiff                                              JUDGE: SGT. Department M  
vs.  
Mario Acunamido Defendant

ASSIGNATED CERTIFICATE OF SERVICE

This certificate of service was generated by the Eighth Judicial District Court. The foregoing documents were served via the court's electronic eFile system to all recipients registered with the court on the above captioned case as listed below.

Service Date: 2/3/2015

- State Department                      mto@departmentofthefly.com
- Mario Acunamido                      mario@acunamido.com



1 NEOJ  
2 MARIA L. MILANO, Esq.  
3 Nevada Bar No. 7121  
4 REZA AYHARI, MILLS & FINK, PLLC  
5 A Multi-jurisdictional Law Firm  
6 3655 Pepper Lane, Suite 102  
7 Las Vegas, Nevada 89120  
8 Tel: (702) 727-1777  
9 FAX: (702) 451-8100  
10 Email: [ml.milano@rezaayhari.com](mailto:ml.milano@rezaayhari.com)  
11 [reza@rezaayhari.com](mailto:reza@rezaayhari.com)  
12 [mills@rezaayhari.com](mailto:mills@rezaayhari.com)  
13 [fink@rezaayhari.com](mailto:fink@rezaayhari.com)  
14 [neoj@rezaayhari.com](mailto:neoj@rezaayhari.com)

15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932  
933  
934  
935  
936  
937  
938  
939  
940  
941  
942  
943  
944  
945  
946  
947  
948  
949  
950  
951  
952  
953  
954  
955  
956  
957  
958  
959  
960  
961  
962  
963  
964  
965  
966  
967  
968  
969  
970  
971  
972  
973  
974  
975  
976  
977  
978  
979  
980  
981  
982  
983  
984  
985  
986  
987  
988  
989  
990  
991  
992  
993  
994  
995  
996  
997  
998  
999  
1000

CASE NO: D-21-628915-D  
DEPT NO: 0

NOTICE OF ENTRY OF ORDER

PLEASE ADVISE THE COURT OF ANY OBJECTION TO THE ABOVE-  
ENTITLED ORDER BY RETURNING TO THE COURT A TRUE AND CORRECT COPY IS  
NECESSARY TO PROCEED WITH THE ORDER.

ENTERED IN THE COURT OF CLERK OF CLARK COUNTY, NEVADA, ON

MARIA L. MILANO, Esq.  
Nevada Bar # 7121  
REZA AYHARI, MILLS & FINK, PLLC  
A Multi-Jurisdictional Firm  
3655 Pepper Lane, Suite #102  
Las Vegas, NV 89120  
Attorney for Plaintiff  
CORNELIA A. JOHNSON

CERTIFICATE OF SERVICE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

I hereby certify that on or before the date that I am over the age of  
eighteen (18) years old, I am a party to, or interested in,  
his action, case or proceeding, on March, 2023. 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 e-filing and Case Service System, as follows:

[Faint, illegible text listing service details]

Attorney for Plaintiff: [Faint text] MILLIS & FINK, PLLC







on the record. The court will review the proceedings and  
ensure that the defendant's rights are protected. The matter was  
reopened on January 11, 2022, for a pre-trial conference in January, 2022.

The court has reviewed the defendant's motion filed January 11, 2022,  
and the court has granted the motion in the substance of  
the defendant's motion. The court has granted the motion filed the day before.

The court has granted the motion for mediation.  
The court has granted the motion for mediation for Mediation  
and the court has granted the motion for mediation hearing,  
and the court has granted the motion for mediation on that he

The court has granted the motion for the defendant's second  
appearance on January 11, 2022. (10:18:21-  
The court has granted the motion for the defendant files  
and the court has granted the motion for the defendant serving to  
the court on January 11, 2022, for 12 months  
and the court has granted the motion for the Defendant  
on January 11, 2022. (11:13:31-

The court has granted the motion for a peremptory  
and the court has granted the motion for the defendant  
and the court has granted the motion for the defendant 18 years,

10:19:02-10:19:12

... was returned on May 3, 1971.

The Court will note that ... opportunity to ... and was given the opportunity to ... and he refused ... by cooperating with ... orders of ... in the trial.

... which resulted ... this time ... is ... Notice of ... Supreme Court as ... Chapter 13 ... proceedings.

10:20:44-

... on their ... to comply with



... requested by  
... shortening  
... Order to Show  
... (10:24:33-35).

... the record  
... with the intent to  
... address why he  
... without  
... and at the  
... (10:24:38-

... (10:24:41-

... with the Order  
... 2022,  
... Cause filed.

... required is  
... that the issues  
... (10:24:48).

... only at this  
... (10:24:50-



...with respect to  
...of the  
...admitted for  
...to direct  
...:07-  
...make a finding  
...er's Office  
...:03).

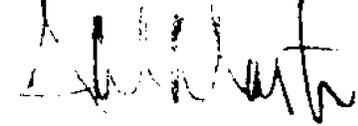
**AND DECREE** - the defendant,  
...ceding from  
...  
...oppose the  
...within twenty  
...opposition in  
...fail to  
...of contempt  
...set forth in  
...:39:45-

IT IS HEREBY ORDERED that, pursuant to the Clerk of the Court's order, the Clerk shall, including the Claim Deeds on behalf of Defendant Man o Armado, proceed to effectuate the transfer of the property to the Defendant (Parcel Number 177-17-302-0101), and the Plaintiff (Parcel Number 177-17-302-0101) shall be deemed to have accepted the same by the date of the deed.

IT IS HEREBY ORDERED that the Defendant shall appear in person at the hearing as set for the date and time specified herein. Defendant shall appear in person.

IT IS ORDERED that the Clerk of the Court shall be authorized to

Date this order on February 2023  
Signed: Plaintiff's Motion to Amend Order



Amy M. Brasin  
District Court Judge

REBECCA S. ... ASSOCIATES, PLLC  
1000 ...  
...  
...  
...

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

NERO

DISTRICT COURT  
CLARK COUNTY, NEVADA

Geometric Design, Inc. et al. v. State NO. 2021-028915-D  
Plaintiff v. Defendant  
vs.  
State of Nevada Department of Transportation  
Defendant

AUTOMATED CERTIFICATE OF SERVICE

This certificate of service was generated by the Eighth Federal District Court of Nevada and was served via the court's electronic efile system to all recipients listed below on 06/24/2021 for case(s) listed below:

Service Date: 06/24/2021

State of Nevada: [stateofnevada@nvd.uscourts.gov](mailto:stateofnevada@nvd.uscourts.gov)

Missy M: [missym@nvd.uscourts.gov](mailto:missym@nvd.uscourts.gov)

Missy A: [missya@nvd.uscourts.gov](mailto:missya@nvd.uscourts.gov)

Marie B: [marieb@nvd.uscourts.gov](mailto:marieb@nvd.uscourts.gov)

Marie M: [marie@nvd.uscourts.gov](mailto:marie@nvd.uscourts.gov)

1 **CSERV**

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

Plaintiff,

CASE NO.: D-21-628915\_D

DEPT NO.: O

12 vs.

13 MARIO ACCOMANDO

Defendant.

14  
15 **CERTIFICATE OF SERVICE**

16 I, David Jensen, declare:

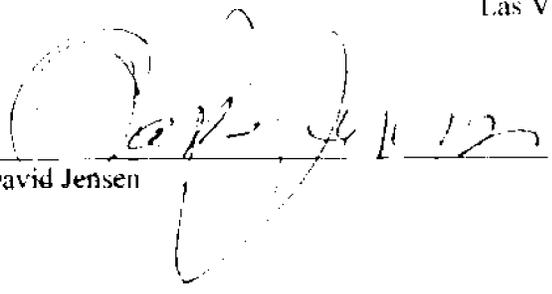
- 17 1. I am not a party to or interested in this action and I am over 18 years of age.  
18 2. I was asked to serve legal documents by Mario Accomando.  
19 3. I served a copy of the **NOTICE OF APPEAL** by mailing such on this 8<sup>th</sup> day of March with the U. S.

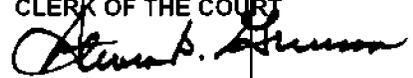
20 Post Office at Sunset Station addressed to:

21 **REZA ATHRI and ASSOCIATES**

22 3365 Pepper Lane Suite 102

23 Las Vegas, NV. 89120

24   
25 David Jensen



1 ASTA  
2  
3  
4  
5  
6

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

10 GEORGANN ROSE ACCOMANDO,

11 Plaintiff(s)

12 vs.

13 MARIO ACCOMANDO,

14 Defendant(s),  
15

Case No: D-21-628915-D

Dept No: 0

16  
17 **CASE APPEAL STATEMENT**

18 1. Appellant(s): Mario Accomando

19 2. Judge: David Gibson

20 3. Appellant(s): Mario Accomando

21 Counsel:

22 Mario Accomando  
23 8546 Procyon St.  
24 Las Vegas, NV 89139

25 4. Respondent (s): Georgann Rose Accomando

26 Counsel:

27 Maria L. Milano, Esq.  
28 3655 Pepper Lane, Ste 102  
Las Vegas, NV 89120

- 1  
2 5. Appellant(s)'s Attorney Licensed in Nevada: N/A  
3 Permission Granted: N/A  
4 Respondent(s)'s Attorney Licensed in Nevada: Yes  
5 Permission Granted: N/A  
6  
7 6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No  
8  
9 7. Appellant Represented by Appointed Counsel On Appeal: N/A  
10  
11 8. Appellant Granted Leave to Proceed in Forma Pauperis: N/A  
12 Appellant Filed Application to Proceed in Forma Pauperis: No  
13 Date Application(s) filed: N/A  
14  
15 9. Date Commenced in District Court: June 11, 2021  
16  
17 10. Brief Description of the Nature of the Action: DOMESTIC - Marriage Dissolution  
18 Type of Judgment or Order Being Appealed: Misc. Order  
19  
20 11. Previous Appeal: Yes  
21 Supreme Court Docket Number(s): 83716, 84097, 84415, 85274  
22  
23 12. Case involves Child Custody and/or Visitation: Custody and Visitation  
24 Appeal involves Child Custody and/or Visitation: N/A  
25  
26 13. Possibility of Settlement: Unknown

27 Dated This 10 day of March 2023.

28 Steven D. Grierson, Clerk of the Court

*/s/ Amanda Hampton*

\_\_\_\_\_  
Amanda Hampton, Deputy Clerk  
200 Lewis Ave  
PO Box 551601  
Las Vegas, Nevada 89155-1601  
(702) 671-0512

cc: Mario Accomando

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Supreme Court No. 86242  
District Court Case No. D628915

**FILED**

MAY - 1 2023

*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 3<sup>rd</sup> day of April, 2023.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of the Supreme Court at my Office in Carson City, Nevada this April 28, 2023.

Elizabeth A. Brown, Supreme Court Clerk

By: Elyse Hooper  
Administrative Assistant



D-21-628915-D  
CCJD  
NV Supreme Court Clerks Certificate/Judg  
5031103



4

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

No. 86242

**FILED**

APR 03 2023

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY   
DEPUTY CLERK

*ORDER DISMISSING APPEAL*

This is a pro se appeal from a district court order after a hearing on an order to show cause finding appellant in contempt for failing to comply with the provisions of the parties' divorce decree and ordering appellant to comply. Eighth Judicial District Court, Clark County; David S. Gibson, Jr., Judge.

Review of the docketing statement and documents before this court reveals a jurisdictional defect. Specifically, the challenged order is not substantively appealable. The final judgment in this matter was the decree of divorce, entered on June 29, 2022. *See Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000) (defining a final judgment). The challenged order finds appellant in contempt, sanctions him for failing to comply with the provisions of the parties' divorce decree, and directs him to comply with the provisions of the divorce decree.

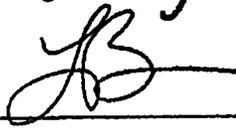
No statute or court rule allows an appeal from an order finding a party in contempt, imposing sanctions, and ordering a party to comply with the provisions of the divorce decree. *Pengilly v. Rancho Santa Fe Homeowners Ass'n*, 116 Nev. 646, 649, 5 P.3d 569, 671 (2000) (recognizing that a contempt order entered in an ancillary proceeding is not appealable);

*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"). This court lacks jurisdiction and

ORDERS this appeal DISMISSED.

  
\_\_\_\_\_, J.  
Cadish

  
\_\_\_\_\_, J.  
Pickering

  
\_\_\_\_\_, J.  
Bell

cc: Hon. David S. Gibson, Jr., District Judge  
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. 86242  
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: April 28, 2023

Elizabeth A. Brown, Clerk of Court

By: Elyse Hooper  
Administrative Assistant

cc (without enclosures):

Hon. David S. Gibson, Jr., 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 MAY - 1 2023.

HEATHER UNGERMANN  
Deputy District Court Clerk

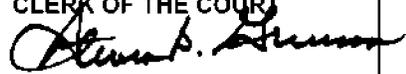
RECEIVED  
APPEALS  
MAY - 1 2023

1

23-13314

CLERK OF THE COURT

1443



1 MOT  
2 MARIA L. MILANO, ESQ.  
3 Nevada Bar # 7121  
4 REZA ATHARI, MILLS & FINK, PLLC  
5 A multi-jurisdictional law firm  
6 626 S. 9<sup>th</sup> Street  
7 Las Vegas, NV 89101  
8 Tel: (702) 727-7777 Fax: (702) 458-8508  
9 mariamilano@atharilaw.com  
10 Attorney for Plaintiff,  
11 GEORGANN ACCOMANDO

12 DISTRICT COURT, FAMILY DIVISION  
13 CLARK COUNTY, NEVADA

14 GEORGANN ACCOMANDO, )  
15 ) CASE NO.: D-21-628915-D  
16 ) DEPT. NO.: 0  
17 Plaintiff, )  
18 )  
19 vs. ) HEARING DATE:  
20 ) HEARING TIME:  
21 MARIO ACCOMANDO, )  
22 )  
23 Defendant, ) ORAL ARGUMENT REQUESTED  
24 )

25 PLAINTIFF'S MOTION TO ENFORCE ORDER, FOR ATTORNEYS FEES, AND FOR AN  
26 ORDER REDUCING ATTORNEY'S FEES TO JUDGMENT

27 NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK  
28 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.

29 COMES NOW, Plaintiff, GEORGANN ACCOMANDO, by and through  
30 her attorney of record, MARIA L. MILANO, ESQ., of REZA ATHARI &  
31 ASSOCIATES and hereby submits the present Motion and Notice of  
32 Motion for an Order to Enforce Order, for Attorney's Fees and for  
33 an Order Reducing Attorney's Fees to Judgment. Specifically,  
34 Plaintiff hereby moves this Court to enter its orders granting the  
35 following relief:

REZA ATHARI, MILLS & FINK, PLLC

1           1.     That the Plaintiff be awarded the real property located  
2 8546 S. Procyon Street, Las Vegas, Nevada 89139 as her sole and  
3 separate property and that said property be immediately placed for  
4 sale.

5           2.     That any and all documents necessary to effectuate the  
6 transfer of the real property located at 8546 S. Procyon Street,  
7 Las Vegas, Nevada 89139 be executed by the Clerk of the Court  
8 pursuant to NRCF 70.

9           3.     That from the proceeds of the sale of the real property  
10 located at 8546 S. Procyon Street, Las Vegas, Nevada 89139,  
11 the Defendant shall be paid his share of the equity realized from  
12 said sale after all deductions are taken to satisfy the sanctions  
13 and monetary awards ordered to be paid to the Plaintiff by the  
14 Defendant by this Court.

15           4.     For an award of attorney's fees and costs and that award be  
16 reduced to judgment and made collectible by any legal means;

17           5.     For such other relief the Court deems just and proper,  
18 including the incarceration of the Defendant for his egregious and  
19 continued contempt of the orders of this court.

20           This Motion is made and based upon EDCR 3.60, the papers and  
21 pleadings on file herein, the Points and Authorities submitted herewith  
22 as well as any Affidavits attached hereto, and any oral argument of

23 /////  
24

25 /////  
26

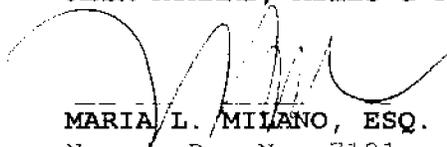
27

28

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

2 DATED this 20 day of Sept, 2023.

3 REZA ATHARI, MILLS & FINK, PLLC

4  
5   
6 **MARIA L. MILANO, ESQ.**  
7 Nevada Bar No. 7121  
8 626 S. 9<sup>th</sup> Street  
9 Las Vegas, Nevada 89101  
10 Attorney for Plaintiff,  
11 GEORGANN ACCOMANDO

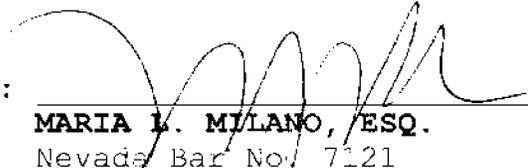
12 **NOTICE OF MOTION**

13 **TO: ALL INTERESTED PARTIES;**

14 **PLEASE TAKE NOTICE** that the Plaintiff will bring the foregoing  
15 Motion for hearing on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at the  
16 hour of \_\_\_\_\_ .m. or as soon thereafter as the matter can  
17 be heard before Department M in the Family Court of the Eighth  
18 Judicial District Court, Clark County, Nevada.

19 DATED this 20 day of September, 2023.

20 REZA ATHARI, MILLS & FINK, PLLC

21 BY: 

22 **MARIA L. MILANO, ESQ.**  
23 Nevada Bar No. 7121  
24 626 S. 9<sup>th</sup> Street  
25 Las Vegas, Nevada 89120  
26 Tel: 702-727-7777  
27 Fax: 702-458-8508  
28 Email: mariamilano@atharilaw.com  
Attorneys for Plaintiff,  
**GEORGANN ACCOMANDO**

1 POINTS AND AUTHORITIES

2 I

3 **STATEMENT OF FACTS**

4 The Defendant's failure to abide by any of this Court's  
5 orders has been well documented since the inception of this case,  
6 and, in spite of being found in contempt of numerous of  
7 this Court's Orders, the Defendant continues his contemptuous  
8 behavior which has necessitated the bringing of this Motion.

9  
10 The Parties were divorced on June 29, 2022. By the terms of  
11 the Parties' Divorce, the Procyon Street property was to be listed  
12 for sale within sixty (60) days. **(See Page 12, Lines 10-12 of the**  
13 **Decree of Divorce)**. The Defendant was ordered to fully and timely  
14 cooperate with the listing and sale of the Procyon Street  
15 property. **(See Page 10, Lines 21-25 of the Decree of Divorce)**.

16  
17 As Defendant did not comply with any of the terms of the  
18 Decree of Divorce, on March 7, 2023, the Court found the Defendant  
19 in contempt of multiple terms. More specifically, that the  
20 Defendant did not cooperate in executing the necessary documents  
21 to effectuate the transfer and/or sale of the Procyon Street real  
22 property. **(See Page 3, Lines 11-20 of Order dated 03-07-2023)**.

23  
24 Additionally, as a result of the Defendant's continued  
25 contempt and failure to cooperate in the sale of the Procyon  
26 Street property, the Court ordered that the Plaintiff should be  
27 awarded exclusive possession of the Procyon Street address in

1 order to ready and maintain said property for sale. *(Page 5, Lines*  
2 *10 - 13 of Order dated 03-07-2023)*.

3 Since that time, the Defendant has failed to relinquish  
4 possession of said property and efforts to evict the Defendant  
5 from the property have not been successful as it seems landlord/  
6 tenant Court will not enforce this Court's Orders, very likely due  
7 to the fact that the Defendant is a co-owner.  
8

9 Consequently, in order to finally sell the Procyon Street  
10 address, Plaintiff requests that the Procyon Street address be  
11 awarded to her as her sole and separate property. That from the  
12 the proceeds of the sale, the Defendant be paid his share of the  
13 equity realized after all of the deductions are taken to satisfy  
14 the sanctions and monetary awards ordered to be paid to the  
15 Plaintiff by the Defendant by this Court.  
16

## 17 II

### 18 LEGAL ARGUMENT

19 **A. Plaintiff should be Awarded the Procyon Street Property as**  
20 **Her Sole and Separate Property in Order to Effectuate the Sale**  
21 **Thereof.**

22 The refusal to obey a lawful order issued by the court is an  
23 act of contempt. NRS 22.010(3). The facts of contempt must be  
24 presented to the court through an affidavit. NRS 22.030(2). A  
25 person found guilty of contempt may be fined up to \$500 for each  
26 act of contempt, may be imprisoned for up to 25 days, or both. A  
27 person found guilty of contempt may also be required to pay the  
28

1 reasonable expenses, including attorney's fees, of the person  
2 seeking to enforce the order. NRS 22.100.

3 In this matter, the Plaintiff simply would like the Procyon  
4 Street property sold. The property is already listed for sale,  
5 and there have been several interested buyers. However, as a  
6 result of the Defendant's refusal to vacate the premises as  
7 ordered, any potential sale has been lost.

8 Consequently, it is imperative that the Court take further  
9 action to enforce its orders. To that end, the only viable  
10 solution would be to award the Plaintiff the Procyon Street  
11 address as her sole and separate property, for the Plaintiff to  
12 ready and maintain said property for sale, and when the sale is  
13 effectuated, for the Plaintiff to pay to the Defendant his share  
14 from the equity after all sanctions and awards ordered to be paid  
15 by the Defendant to the Plaintiff are deducted.

17 Furthermore, in light of the Defendant's failure to cooperate  
18 with any of the Court's orders, that any documents necessary to  
19 effectuate the transfer of the Procyon Street address be executed  
20 by the Clerk of the Court pursuant to NRCPC 70.

22 **B. This Court Should Award the Plaintiff with Reasonable  
23 Attorney's Fees and Costs**

24 In *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005), the  
25 Nevada Supreme Court held that it is within the trial court's  
26 discretion to determine the reasonable amount of attorney's fees  
27 under a statute or rule, and in exercising that discretion the  
28

1 Court must evaluate the factors set forth in *Brunzell v. Golden*  
2 *Gate National Bank*, 85 Nev. 345, 445 P.2d 31 (1969). The *Brunzell*  
3 Court identified the following factors that the trial court may  
4 consider in awarding attorney's fees:

- 5       **1. The qualities of the advocate; his ability, his**  
6       **training, education, experience, professional standing**  
7       **and skill.**

8       Plaintiff's attorney is a graduate of Syracuse University  
9 College of Law. She was admitted to the State Bar of Nevada in  
10 1999, clerked for the Honorable Carl Christensen at the Eighth  
11 Judicial District Court Family Division and has practiced in the  
12 field of family law in Clark County for the past 24 years.

- 13       **2. The character of the work to be done; it's difficulty,**  
14       **its intricacy, its importance, time and skill required,**  
15       **the responsibility imposed and the prominence and**  
16       **character of the parties where they affect the**  
17       **importance of the litigation.**

18       In any family law matter where the opposing party has failed  
19 to comply with any of the Court's orders or any of the procedural  
20 rules, the work to be done is more difficult, will take more time  
21 to resolve and will take experience in dealing with those sort of  
22 complex issue. In the present case, the work that needed to be  
23 done was certainly exceptional as the Defendant refused to  
24 cooperate at any time and refused to comply with any of the  
25 Court's orders,

- 26       **3. The work actually performed by the lawyer: the skill,**  
27       **time and attention given too the work; and**

28       Plaintiff's attorney has had to meet with the Plaintiff on

1 several occasions to review the facts of this case, obtain  
2 evidence, prepare this case for litigation, draft several pre-  
3 trial motions, put on a trial, drafted numerous post trial  
4 motions, draft documents pursuant to NRCP '70 . This attorney has  
5 also had to deal with matters not only in this court but in  
6 bankruptcy court and landlord/ tenant court as a result of the  
7 Defendant's continuous frivolous and obstructive behavior. The  
8 time taken on these tasks can be substantiated with a time log if  
9 requested.

10  
11 **4. The result: whether the attorney was successful and what  
12 benefits were derived.**

13 The results and benefits speak for themselves in this matter.

14 In light of the foregoing, in particular, the unreasonable  
15 behavior of the Defendant in this case, the Plaintiff should be  
16 awarded attorney's fees and costs.

17 Furthermore, in addition to an award of attorney's fees for  
18 the bringing of the present motion, at this time the Plaintiff  
19 currently owes to the Plaintiff's attorney the amount of  
20 \$41,058.09. This amount should be confirmed and reduced to  
21 judgment and made collectible by any legal means.

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 the Plaintiff be awarded the real property  
27 located 8546 S. Procyon Street, Las Vegas, Nevada 89139 as her  
28

1 sole and separate property in order to ready and maintain it for  
2 sale.

3 2. That any and all documents necessary to effectuate the  
4 transfer of the real property located at 8546 S. Procyon Street,  
5 Las Vegas, Nevada 89139 be executed by the Clerk of the Court  
6 pursuant to NRCP 70.

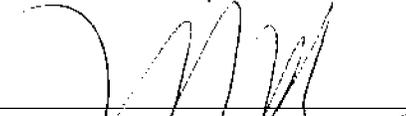
7 3. That from the proceeds of the sale of the real property  
8 located at 8546 S. Procyon Street, Las Vegas, Nevada 89139,  
9 the Defendant shall be paid his share of the equity realized from  
10 said sale after all deductions are taken to satisfy the sanctions  
11 and monetary awards ordered to be paid to the Plaintiff by the  
12 Defendant by this Court.

14 4. For an award of attorney's fees and costs and that award be  
15 reduced to judgment and made collectible by any legal means;

16 5. For such other relief the Court deems just and proper,

17 DATED this 20 day of September, 2023.

18 REZA ATHARI, MILLS & FINK, PLLC

19  
20 BY: 

21 **MARIA L. MILANO, ESQ.**  
22 Nevada Bar No. 7121  
23 626 S. 9<sup>th</sup> Street  
24 Las Vegas, Nevada 89101  
25 Tel: 702-727-7777  
26 Mariamilano@atharilaw.com  
27 Attorneys for Plaintiff,  
28 **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  
4 read 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 relinquish  
12 the premises located at 8546 S. Procyon Street, Las Vegas, Nevada  
13 89139 as ordered.

14 4. That I have complied with all of this Court's orders and  
15 have had the necessary listing documents for the Procyon Street  
16 address signed by the Clerk of the Court pursuant to NRCP 70.

17 5. The Procyon Street property was listed for sale and  
18 there have been several interested buyers, but as the Defendant  
19 has refused to vacate the premises and eviction proceedings were  
20 dismissed, all potential sales have fallen through.

21 6. I respectfully request the Court to do whatever is  
22 necessary so that the Procyon Street address can be sold,  
23 including awarding it to me so that I can then evict the  
24

25 /////

26 /////

27 /////

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Defendant, finally sell the property and pay the Defendant what he is owed from the proceeds after all of the Court awards and sanctions are deducted.

*Georgann Accomando*  
GEORGANN ACCOMANDO

SUBSCRIBED and SWORN to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC for the State of  
Nevada, County of Clark



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. 0

**MOTION/OPPOSITION  
FEE INFORMATION SHEET**

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

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

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

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

<input checked="" type="checkbox"/>	<b>\$0</b>	The Motion/Opposition being filed with this form is 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"/>	<b>\$129</b>	The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.
-OR-		
<input type="checkbox"/>	<b>\$57</b>	The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

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

Party filing Motion/Opposition: GEORGANN ROSE ACCOMANDO Date 09-21-23

Signature of Party or Preparer /s/ GEORGANN ROSE ACCOMANDO

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

Electronically Filed  
9/21/2023 4:40 PM  
Steven D. Grierson  
CLERK OF THE COURT



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

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

**NOTICE OF HEARING**

Please be advised that the Plaintiff's Motion to Enforce Order, for Attorney's Fees and for an Order Reducing Attorney's Fees to Judgment in the above-entitled matter is set for hearing as follows:

**Date:** November 29, 2023  
**Time:** 10:00 AM  
**Location:** Courtroom 04  
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.**

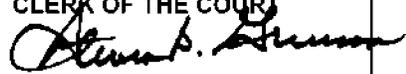
STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Vineta Mamea  
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/ Vineta Mamea  
Deputy Clerk of the Court



1 MARIA L. MILANO, ESQ.  
Nevada Bar #7121  
2 REZA ATHARI, MILLS & FINK, PLLC  
626 S. 9<sup>th</sup> Street  
3 Las Vegas, NV 89101  
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, )  
Plaintiff, ) CASE NO.: D-21-628915-D  
9 ) DEPT. NO.: 0  
10 vs. )  
11 MARIO ACCOMMANDO, )  
Defendant )  
12 )

CERTIFICATE OF SERVICE

13 I HEREBY CERTIFY that, in accordance with Rule 5(b) of the  
14 Nevada Rules of Civil Procedure, on this 27th day of September,  
15 2023 I served a true and correct copy of PLAINTIFF'S MOTION TO  
16 ENFORCE ORDER , FOR ATTORNEY'S FEES, AND FOR AN ORDER REDUCING  
17 ATTORNEY'S FEES TO JUDGMENT and NOTICE OF HEARING addressed to  
18 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  Via Electronic Filing (N.E.F.R. 9(b))  
 Via Electronic Service (N.E.F.R. 9)

22 Mario Accomando  
23 8546 S. Procyon St.  
Las Vegas, Nevada 89139  
24 ninaa1948@yahoo.com  
25 relay@lasvegasboxer.com  
marioa@rezenkowsky.com  
26 Defendant in Proper Person

27 \_\_\_\_\_  
Employee of REZA ATHARI, MILLS & FINK, PLLC  
28

REZA ATHARI, MILLS & FINK, PLLC  
626 S. 9<sup>th</sup> Street, Las Vegas, NV 89101  
Ph: (702)727-7777 Fax: (702) 458-8508



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

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

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

**NOTICE OF HEARING**

Please be advised that the Plaintiff's Motion to Enforce Order, for Attorney's Fees and for an Order Reducing Attorney's Fees to Judgment in the above-entitled matter is set for hearing as follows:

**Date:** November 29, 2023  
**Time:** 10:00 AM  
**Location:** Courtroom 04  
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.**

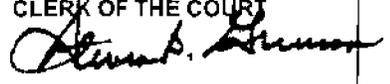
STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Vineta Mamea  
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/ Vineta Mamea  
Deputy Clerk of the Court



1 MOT  
2 MARIA L. MILANO, ESQ.  
3 Nevada Bar # 7121  
4 REZA ATHARI, MILLS & FINK, PLLC  
5 A multi-jurisdictional law firm  
6 626 S. 9<sup>th</sup> Street  
7 Las Vegas, NV 89101  
8 Tel: (702) 727-7777 Fax: (702) 458-8508  
9 mariamilano@atharilaw.com  
10 Attorney for Plaintiff,  
11 GEORGANN ACCOMANDO

12 DISTRICT COURT, FAMILY DIVISION  
13 CLARK COUNTY, NEVADA

14 GEORGANN ACCOMANDO, )  
15 ) CASE NO.: D-21-628915-D  
16 ) DEPT. NO.: 0  
17 Plaintiff, )  
18 )  
19 vs. ) HEARING DATE:  
20 ) HEARING TIME:  
21 MARIO ACCOMANDO, )  
22 )  
23 Defendant, ) ORAL ARGUMENT REQUESTED  
24 )

25 **PLAINTIFF'S MOTION TO ENFORCE ORDER, FOR ATTORNEYS FEES, AND FOR AN**  
26 **ORDER REDUCING ATTORNEY'S FEES TO JUDGMENT**

27 NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK  
28 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.

29 COMES NOW, Plaintiff, GEORGANN ACCOMANDO, by and through  
30 her attorney of record, MARIA L. MILANO, ESQ., of REZA ATHARI &  
31 ASSOCIATES and hereby submits the present Motion and Notice of  
32 Motion for an Order to Enforce Order, for Attorney's Fees and for  
33 an Order Reducing Attorney's Fees to Judgment. Specifically,  
34 Plaintiff hereby moves this Court to enter its orders granting the  
35 following relief:

REZA ATHARI, MILLS & FINK, PLLC

1           1.    That the Plaintiff be awarded the real property located  
2 8546 S. Procyon Street, Las Vegas, Nevada 89139 as her sole and  
3 separate property and that said property be immediately placed for  
4 sale.

5           2.    That any and all documents necessary to effectuate the  
6 transfer of the real property located at 8546 S. Procyon Street,  
7 Las Vegas, Nevada 89139 be executed by the Clerk of the Court  
8 pursuant to NRCP 70.

9           3.    That from the proceeds of the sale of the real property  
10 located at 8546 S. Procyon Street, Las Vegas, Nevada 89139,  
11 the Defendant shall be paid his share of the equity realized from  
12 said sale after all deductions are taken to satisfy the sanctions  
13 and monetary awards ordered to be paid to the Plaintiff by the  
14 Defendant by this Court.

15           4.    For an award of attorney's fees and costs and that award be  
16 reduced to judgment and made collectible by any legal means;

17           5.    For such other relief the Court deems just and proper,  
18 including the incarceration of the Defendant for his egregious and  
19 continued contempt of the orders of this court.

20           This Motion is made and based upon EDCR 3.60, the papers and  
21 pleadings on file herein, the Points and Authorities submitted herewith  
22 as well as any Affidavits attached hereto, and any oral argument of

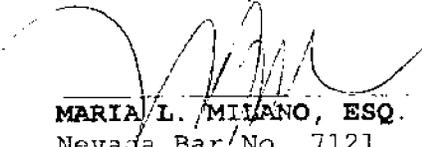
23 /////  
24 /////  
25 /////  
26 /////  
27

28

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

2 DATED this 20 day of September, 2023.

3 REZA ATHARI, MILLS & FINK, PLLC

4  
5   
6 MARIA L. MILANO, ESQ.  
7 Nevada Bar No. 7121  
8 626 S. 9<sup>th</sup> Street  
9 Las Vegas, Nevada 89101  
10 Attorney for Plaintiff,  
11 GEORGANN ACCOMANDO

12 **NOTICE OF MOTION**

13 **TO: ALL INTERESTED PARTIES;**

14 **PLEASE TAKE NOTICE** that the Plaintiff will bring the foregoing  
15 Motion for hearing on the \_\_\_ day of \_\_\_, 2023, at the  
16 hour of \_\_\_\_\_ .m. or as soon thereafter as the matter can  
17 be heard before Department M in the Family Court of the Eighth  
18 Judicial District Court, Clark County, Nevada.

19 DATED this 20 day of September, 2023.

20 REZA ATHARI, MILLS & FINK, PLLC

21 BY:   
22 MARIA L. MILANO, ESQ.  
23 Nevada Bar No. 7121  
24 626 S. 9<sup>th</sup> Street  
25 Las Vegas, Nevada 89120  
26 Tel: 702-727-7777  
27 Fax: 702-458-8508  
28 Email: mariamilano@atharilaw.com  
Attorneys for Plaintiff,  
GEORGANN ACCOMANDO



1 order to ready and maintain said property for sale. *(Page 5, Lines*  
2 *10 - 13 of Order dated 03-07-2023)*.

3 Since that time, the Defendant has failed to relinquish  
4 possession of said property and efforts to evict the Defendant  
5 from the property have not been successful as it seems landlord/  
6 tenant Court will not enforce this Court's Orders, very likely due  
7 to the fact that the Defendant is a co-owner.

8  
9 Consequently, in order to finally sell the Procyon Street  
10 address, Plaintiff requests that the Procyon Street address be  
11 awarded to her as her sole and separate property. That from the  
12 the proceeds of the sale, the Defendant be paid his share of the  
13 equity realized after all of the deductions are taken to satisfy  
14 the sanctions and monetary awards ordered to be paid to the  
15 Plaintiff by the Defendant by this Court.

16  
17 **II**

18 **LEGAL ARGUMENT**

19 **A. Plaintiff should be Awarded the Procyon Street Property as**  
20 **Her Sole and Separate Property in Order to Effectuate the Sale**  
**Thereof.**

21 The refusal to obey a lawful order issued by the court is an  
22 act of contempt. NRS 22.010(3). The facts of contempt must be  
23 presented to the court through an affidavit. NRS 22.030(2). A  
24 person found guilty of contempt may be fined up to \$500 for each  
25 act of contempt, may be imprisoned for up to 25 days, or both. A  
26 person found guilty of contempt may also be required to pay the  
27

1 reasonable expenses, including attorney's fees, of the person  
2 seeking to enforce the order. NRS 22.100.

3 In this matter, the Plaintiff simply would like the Procyon  
4 Street property sold. The property is already listed for sale,  
5 and there have been several interested buyers. However, as a  
6 result of the Defendant's refusal to vacate the premises as  
7 ordered, any potential sale has been lost.

8 Consequently, it is imperative that the Court take further  
9 action to enforce its orders. To that end, the only viable  
10 solution would be to award the Plaintiff the Procyon Street  
11 address as her sole and separate property, for the Plaintiff to  
12 ready and maintain said property for sale, and when the sale is  
13 effectuated, for the Plaintiff to pay to the Defendant his share  
14 from the equity after all sanctions and awards ordered to be paid  
15 by the Defendant to the Plaintiff are deducted.

17 Furthermore, in light of the Defendant's failure to cooperate  
18 with any of the Court's orders, that any documents necessary to  
19 effectuate the transfer of the Procyon Street address be executed  
20 by the Clerk of the Court pursuant to NRCF 70.

21  
22 **B. This Court Should Award the Plaintiff with Reasonable  
23 Attorney's Fees and Costs**

24 In *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d 727 (2005), the  
25 Nevada Supreme Court held that it is within the trial court's  
26 discretion to determine the reasonable amount of attorney's fees  
27 under a statute or rule, and in exercising that discretion the  
28

1 Court must evaluate the factors set forth in *Brunzell v. Golden*  
2 *Gate National Bank*, 85 Nev. 345, 445 P.2d 31 (1969). The *Brunzell*  
3 Court identified the following factors that the trial court may  
4 consider in awarding attorney's fees:

- 5       **1. The qualities of the advocate; his ability, his**  
6       **training, education, experience, professional standing**  
7       **and skill.**

8       Plaintiff's attorney is a graduate of Syracuse University  
9 College of Law. She was admitted to the State Bar of Nevada in  
10 1999, clerked for the Honorable Carl Christensen at the Eighth  
11 Judicial District Court Family Division and has practiced in the  
12 field of family law in Clark County for the past 24 years.

- 13       **2. The character of the work to be done; it's difficulty,**  
14       **its intricacy, its importance, time and skill required,**  
15       **the responsibility imposed and the prominence and**  
16       **character of the parties where they affect the**  
17       **importance of the litigation.**

18       In any family law matter where the opposing party has failed  
19 to comply with any of the Court's orders or any of the procedural  
20 rules, the work to be done is more difficult, will take more time  
21 to resolve and will take experience in dealing with those sort of  
22 complex issue. In the present case, the work that needed to be  
23 done was certainly exceptional as the Defendant refused to  
24 cooperate at any time and refused to comply with any of the  
25 Court's orders,

- 26       **3. The work actually performed by the lawyer: the skill,**  
27       **time and attention given too the work; and**

28       Plaintiff's attorney has had to meet with the Plaintiff on

1 several occasions to review the facts of this case, obtain  
2 evidence, prepare this case for litigation, draft several pre-  
3 trial motions, put on a trial, drafted numerous post trial  
4 motions, draft documents pursuant to NRCP 70 . This attorney has  
5 also had to deal with matters not only in this court but in  
6 bankruptcy court and landlord/ tenant court as a result of the  
7 Defendant's continuous frivolous and obstructive behavior. The  
8 time taken on these tasks can be substantiated with a time log if  
9 requested.

10  
11 **4. The result: whether the attorney was successful and what  
12 benefits were derived.**

13 The results and benefits speak for themselves in this matter.

14 In light of the foregoing, in particular, the unreasonable  
15 behavior of the Defendant in this case, the Plaintiff should be  
16 awarded attorney's fees and costs.

17 Furthermore, in addition to an award of attorney's fees for  
18 the bringing of the present motion, at this time the Plaintiff  
19 currently owes to the Plaintiff's attorney the amount of  
20 \$41,058.09. This amount should be confirmed and reduced to  
21 judgment and made collectible by any legal means.

22 **III**

23 **CONCLUSION**

24 In light of the Defendant's contempt of the Court's  
25 orders Plaintiff requests the following relief:

26  
27 1. That the Plaintiff be awarded the real property  
28 located 8546 S. Procyon Street, Las Vegas, Nevada 89139 as her

1 sole and separate property in order to ready and maintain it for  
2 sale.

3 2. That any and all documents necessary to effectuate the  
4 transfer of the real property located at 8546 S. Procyon Street,  
5 Las Vegas, Nevada 89139 be executed by the Clerk of the Court  
6 pursuant to NRCP 70.

7 3. That from the proceeds of the sale of the real property  
8 located at 8546 S. Procyon Street, Las Vegas, Nevada 89139,  
9 the Defendant shall be paid his share of the equity realized from  
10 said sale after all deductions are taken to satisfy the sanctions  
11 and monetary awards ordered to be paid to the Plaintiff by the  
12 Defendant by this Court.  
13

14 4. For an award of attorney's fees and costs and that award be  
15 reduced to judgment and made collectible by any legal means;

16 5. For such other relief the Court deems just and proper,

17 DATED this 20 day of September, 2023.

18 **REZA ATHARI, MILLS & FINK, PLLC**

19  
20 BY: 

**MARIA L. MILANO, ESQ.**  
Nevada Bar No. 7121  
626 S. 9<sup>th</sup> Street  
Las Vegas, Nevada 89101  
Tel: 702-727-7777  
Mariamilano@atharilaw.com  
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  
4 read 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 relinquish  
12 the premises located at 8546 S. Procyon Street, Las Vegas, Nevada  
13 89139 as ordered.

14           4.    That I have complied with all of this Court's orders and  
15 have had the necessary listing documents for the Procyon Street  
16 address signed by the Clerk of the Court pursuant to NRCP 70.  
17

18           5.    The Procyon Street property was listed for sale and  
19 there have been several interested buyers, but as the Defendant  
20 has refused to vacate the premises and eviction proceedings were  
21 dismissed, all potential sales have fallen through.

22           6.    I respectfully request the Court to do whatever is  
23 necessary so that the Procyon Street address can be sold,  
24 including awarding it to me so that I can then evict the

25    /////

26    /////

27    /////

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Defendant, finally sell the property and pay the Defendant what he is owed from the proceeds after all of the Court awards and sanctions are deducted.

*Georgina Accomando*  
GEORGINA ACCOMANDO

SUBSCRIBED and SWORN to before me this 20<sup>th</sup> day of Sept, 2023.

*J. Lopez*  
NOTARY PUBLIC for the State of Nevada, County of Clark



MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMANDO  
Plaintiff/Petitioner

Case No. D-21-628915-D

v.  
MARIO ACCOMANDO  
Defendant/Respondent

Dept. 0

**MOTION/OPPOSITION  
FEE INFORMATION SHEET**

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

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

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

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

<input checked="" type="checkbox"/>	<b>\$0</b>	The Motion/Opposition being filed with this form is 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"/>	<b>\$129</b>	The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.
-OR-		
<input type="checkbox"/>	<b>\$57</b>	The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

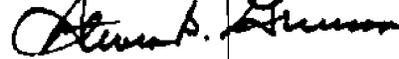
Step 3. Add the filing fees from Step 1 and Step 2.

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

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

Party filing Motion/Opposition: GEORGANN ROSE ACCOMANDO Date 09-21-23

Signature of Party or Preparer /s/ GEORGANN ROSE ACCOMANDO



1 **OPPM**  
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  
10 **DISTRICT COURT**  
11 **CLARK COUNTY, NEVADA**

12 GEORGANN ACCOMANDO  
13 Plaintiff.

CASE NO.: D-21-628915\_D  
DEPT NO.: O

14 vs.

15 MARIO ACCOMANDO  
16 Defendant.

17  
18 **OPPOSITION TO MOTION TO ENFORCE ORDER, FOR ATTORNEY FEES, AND**  
19 **FOR AN ORDER REDUCING ATTORNEY'S FEES TO JUDGEMENT.**

20 **COMES NOW**, Defendant, Mario Accomando, In Pro Per, to submit his opposition to the  
21 Plaintiff's, "**MOTION TO ENFORCE ORDER, FOR ATTORNEY FEES, AND FOR AN**  
22 **ORDER REDUCING ATTORNEY'S FEES TO JUDGEMENT**" and hereby enters a "**Good**  
23 **Faith a General Denial**" of "**ALL**" of the allegations therefore stated in the Plaintiff's motion  
24 and under **Nev. R. Civil. P.8; Rule 8 - General Rules of Pleading (b)(3)** where so it states:

25 **General and Specific Denials. A party that intends in good faith to deny all the**  
26 **allegations of a pleading-including the jurisdictional grounds-may do so by a general**  
27 **denial. A party that does not intend to deny all the allegations must either specifically deny**  
28 **designated allegations or generally deny all except those specifically admitted.**

The Defendant is currently researching and obtaining documents of evidentiary value and  
purpose to defend his position at the hearing scheduled on November 29<sup>th</sup> hearing. The

1 Defendant will disclose all of his evidence that is in support of his defense and denial  
2 of the Plaintiff's motion, seven (7) days before the hearing to the Plaintiff as required.  
3

4 The Defendant hereby enters his opposition on this the 17<sup>th</sup> day of October 2023.  
5

6  A handwritten signature in cursive script, appearing to read "Mario Accomando", is written over a horizontal line.

7 Mario Accomando, Pro Se.  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# AFFIDAVIT OF SERVICE

County of Clark  
State of Nevada

Date: 10/17, 2023

**I. SERVER.** I, LM Rezenkowsky ("Server"), declare under penalty of perjury that the following documents were delivered and served in the following manner:

**II. DOCUMENTS.** The documents served are described as: Defendants Opposition To Motion.

**III. RECIPIENT.** The above-mentioned documents were delivered to:

- a.) Defendant/Respondent: GG Accomando ("Recipient")  
b.) Address/Location: 626 S. 9th Street  
c.) Date: October 17th, 2023 Time: 1:00  AM  PM

**IV. DELIVERY.** The Recipient received the documents by: (check one)

- **Mail.** The Server sent the documents in the mail by: (check all that apply)

- Standard Mail  
 - Electronic Mail (E-Mail)  
 - Certified Mail (with return receipt)  
 - FedEx  
 - UPS  
 - Other

- **Direct Service.** The Server handed the documents to a person identified as the Recipient.

- **Someone at the Residence.** The Server handed the documents to someone who identified as living at the residence and stated their name is:

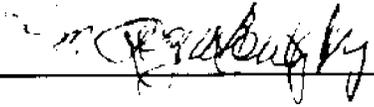
- **Someone at the Workplace.** The Server handed the documents to someone who identified to be the Recipient's co-worker and stated their name is:

- **Leaving at the Residence.** The Server left the documents in the following area: \_\_\_\_\_

- **Recipient Rejected Delivery.** The Server delivered the documents to the Recipient in-person and did not accept delivery.

- **Other.** \_\_\_\_\_

**V. VERIFICATION.** I declare under penalty of perjury under the laws located in this State that the foregoing is true and correct.

Server's Signature:  Date: 10/17/23  
Print Name: LM Rezenkowsky



COURT CODE: NOTII  
Name: Mario Accomando  
Address: 8546 Procyon Street  
Las Vegas, NV 89139  
Telephone: 773-308-5041  
Email Address: ninaa1948@yahoo.com  
In Proper Person

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

GEORGANN ACCOMANDO  
Plaintiff,  
  
vs.  
MARIO ACCOMANDO  
Defendant.

CASE NO.: D-21-628915-D  
DEPT: 0  
  
HEARING DATE: 11-29-23  
TIME OF HEARING: 10:00 am

**NOTICE OF INTENT TO APPEAR BY COMMUNICATION EQUIPMENT**

(*Your name*) Mario Accomando, ( *check one*)  Plaintiff /  Defendant,  
submits this Notice of Intent to Appear by Communication Equipment for the ( *check one*)  
 Motion Hearing  Trial Setting Conference  
 Case Management Conference  Other: \_\_\_\_\_  
currently scheduled for (*hearing date*) 11-29, 2023.

For the purpose of this appearance I can be reached at the following telephone number:  
(*phone number*) (773) 308 - 5041. My email address (for scheduling purposes) is  
(*your email address*) ninaa1948@yahoo.com. I understand it is my  
responsibility to ensure that I can be reached at this telephone number on the date and time of  
the hearing. I also understand that due to the unpredictable nature of court proceedings, my  
hearing may be called at a time other than the scheduled time. Further, I understand that my  
failure to be available at the above telephone number will constitute a nonappearance.

DATED (*today's date*) 11-25, 2023

Submitted By: (*Signature*) ▶ /s/ Mario Accomando

Printed Name: Mario Accomando



EXHS  
Name: Mario Accomando  
Address: 8546 Procyon Street  
Las Vegas, NV. 89139  
Telephone: 773-308-5041  
Email Address: ninaa1948@yahoo.com  
In Proper Person

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Georgann Accomando  
Plaintiff,  
vs.  
Mario Accomando  
Defendant.

CASE NO.: D-21-628915-D  
DEPT: 0  
DATE OF HEARING: 11/29/2023  
TIME OF HEARING: 10 am

**EXHIBIT APPENDIX**

(*your name*) Mario Accomando, the (*check one*   Plaintiff /  Defendant, submits the following exhibits in support of my (*title of motion / opposition you filed that these exhibits support*) Ex Parte Motion To Continue. I understand that these are not considered substantive evidence in my case until formally admitted into evidence.

Table of Contents:

- 1. Real Estate Division Complaint / Investigations
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_

11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_

DATED (month) November (day) 25, 2023.

Submitted By: (your signature) /s/ Mario Accomando  
 (print your name) Mario Accomando

**CERTIFICATE OF MAILING**

I, (your name) Mario Accomando declare under penalty of perjury under the law of the State of Nevada that on (month) November (day) 25, 2023, I served this *Exhibit Appendix* by depositing a copy in the U.S. Mail in the State of Nevada, postage prepaid, addressed to:

Name of Person Served: Reza Athari and Associates  
 Address: 3365 Pepper Ln #102,  
 City, State, Zip Las Vegas, NV 89120

DATED (month) November (day) 25, 2023.

Submitted By: (your signature) /s/ Mario Accomando

**EXHIBIT 1**

**STATE OF NEVADA  
DEPARTMENT OF BUSINESS AND INDUSTRY  
REAL ESTATE DIVISION**

3300 W. Sahara Ave., Suite 350, Las Vegas, Nevada 89102 \* (702) 486-4033  
e-mail: realest@red.nv.gov \* http://red.nv.gov/

**STATEMENT OF FACT**

*(Please Print or Type)*

Your Name Mario Accomando (773) 308-5041 (310) 925-3651  
*(Home Phone)* *(Business Phone)*  
Address 8546 Procyon Street Las Vegas, NV. 89139  
*(Street)* *(City)* *(State)* *(Zip)*  
Email Address ninaa1948@yahoo.com *(Optional)*

Please complete the following information concerning your complaint. Our ability to investigate the matter will depend largely upon your giving us a complete and detailed **sworn** statement. **ATTACH ALL PERTINENT PAPERS AND/OR DOCUMENTS TO COPIES OF THIS FORM.** Keep originals for your file. A copy of this statement may be offered to the party against whom you make this complaint.

Complaint against Aaron E. Zollett Salesman s.0191404 and Spenser Walden B.0144881  
Name of firm EXP Realty / Knight Realty  
Address 5588 So. Fort Apache Ste. 110 Las Vegas, NV. 89148  
Telephone No 7029790906 Date of transaction 04/03/2023  
Where is the real property located? 8546 Procyon Street Las Vegas, NV. 89139  
Did you seek legal counsel? Yes (Pro Se) If "Yes," state name and address \_\_\_\_\_  
Mario Accomando (Pro Se) 8546 Procyon Street Las Vegas, NV. 89139  
Is any legal action pending? Yes

**CONSIDER THE FOLLOWING CAREFULLY**

- ❖ This Division is not empowered to compel anyone to accede to demands of any kind, i.e., we cannot compel cancellation of listing agreements, purchase contracts, etc., or refunds of any kind. In this regard, we suggest that you seek private counsel to protect your interests, as **we are not authorized to give legal advice.**
- ❖ We will investigate the matter to determine whether the available evidence warrants administrative action against a licensee or subdivider. You will be advised of our conclusions when drawn. If it is determined that administrative action is warranted it may be necessary for you to appear and testify.
- ❖ Do not delay any civil action you might be considering in the matter, as considerable time will be required to complete our investigation and any subsequent action due to workload and time required to develop supporting evidence.
- ❖ If a court judgment has been obtained against a licensee for fraud, misrepresentation or deceit, a Real Estate Education, Research and Recovery Fund is available for petition if the judgment has not been satisfied.

***I declare under penalty of perjury under law of the State of Nevada that the foregoing attached statement consisting of 2 pages is true and correct.***

***Executed on*** 11/20/2023

*(Date)*

  
*(Signature)*

1 **STATEMENT OF FACTS**

2 **Mario Accomando Complaint**

3  
4 1. Agent Zollett (S.0191404) on 04/03/2023 by and through his Broker Spencer Walden (B.0144881)  
5 listed a community owned property in joint tenancy located at 8546 Procyon St. Las Vegas, NV 89139,  
under MLS listing (ML# 2485486). The community property owners in joint tenancy are Mario  
Accomando and Georgann Regiro. Who are divorced parties.

6 2. At this present time, Mr. Accomando has had **"NO"** contact with Agent Zollett (**Sales Agent**) nor Mr.  
7 Walden (**Broker**) concerning this listing as to pictures, dialog for the listing, special features, showings or  
any other issue concerning the property. Agent Zollett has never even attempted to contact Mr.  
8 Accomando at any time concerning the real property. No phone calls, email, text messages, certified mail  
or even a knock on the door. Simply put, no communication what-so-ever.

9 3. As part of a divorce decree (Clark County Case# D-21-628915-D), the real property was to be sold.  
10 (Currently the divorce decree is in dispute and a hearing is set for 11/28/23.).

11 4. Somehow Ms Regiro became associated with Agent Zollett who so listed the property ( ML# 2485486  
on 04/03/23). Mr. Accomando was not aware of the language, data and pricing used in the listing. Mr.  
12 Accomando being on title, should have been contacted by Mr. Zollett and the listing should have been  
discussed. Additionally, Mr. Accomando should have been provided with the listing agreement for his  
13 endorsement, which did not happen. A specific part of the listing agreement that is of great concern was a  
notation (Ag/Ag Notes) which is:

14 a.) **"No showings at this time"** which is completely fraudulent, false and which reflects an action  
15 that Mr. Accomando had not authorized nor discussed. This being on the initial expired listing  
and the present This has subjected Mr. Accomando to contempt of court of the divorce decree,  
16 sanctions and jail time. Mr. Accomando is now having to defend himself in reference to this real  
property in that Mr. Zollett's statement of **"No Showings"** is in question as if Mr. Accomando is  
17 not allowing for it to be shown. Being that Mr. Zollett has not even tried to contact Mr.  
Accomando to have this statement in the listing. It is false and fraudulent and subject to civil legal  
18 action.

19 5. Agent Zollett has additionally failed to contact Mr. Accomando to discuss and determine the  
value/pricing of the real property, which Mr. Zollett initially set at \$775k. and now \$800k. This is over  
20 \$200k. less than what the real property is valued at and at a considerable loss for Mr. Accomando. Mr.  
Accomando is moving forward with civil action on this and all other issues of fact.

21 6. After the six (6) month listing had expired (10/01/23), Mr. Zollett has relisted the property (10/03/23)  
22 again with the same dialog (ML#2534685). For days Mr. Accomando received a barrage of phone calls  
from various real estate agents wanting to list the real property, yet **"NO"** contact from Mr. Zollett. Mr.  
23 Zollett has once again committed the same violations as in the previous listing. The only change was that  
Mr. Zollett set the value at \$800k. which is still short of the desired value of \$975k. Though without  
24 buyers having the ability to tour the property, it is moot.

25 7. Mr. Accomando was also not consulted in reference to the statement and referral of "Seller prefers  
Kathie Silas and Fidelity Nation Title". Mr. Accomando has no idea who this person is and did not  
26 authorize the preference. Mr. Zollett must have some association with this agent and may be obtaining a  
referral from her. Mr. Accomando does **"not"** want to use this title agent. Mr. Zollett should have  
27 consulted Mr. Accomando on the referral.

1 8. Mr. Zollett has now taken position and named himself as a "Landlord" in a "Landlord's  
2 Affidavit/Complaint in a Summary Eviction" against Mr. Accomando. Mr. Zollett is neither a "Landlord"  
3 ,an attorney nor is he a Nevada Licensed Property Manager. How he has inserted himself into this action  
4 being both illegal and fraudulent for a non-licensed property manager. Both will be addressed in a civil  
5 lawsuit against him for such action.

6 9. At the Summary Eviction Hearing, Mr. Zollett appeared as the Property Manager and Landlord. He  
7 gave false testimony to the Judge and he is now on record. Mr. Accomando ordered the video and such is  
8 available upon request. Mr. Accomando will be using the video in the civil action. Mr. Accomando  
9 defended his position and the Judge denied the action and dismissed the case.

#### 10 CONCLUSION

11 Mr. Zollett's actions and his failure to follow the doctrine of "Duties Owed" with his illegal, fraudulent  
12 actions must have consequences. Each real estate agent and specifically Mr. Zollett should be held to a  
13 higher standard in each and every transaction. Mr. Zollett has not followed that standard and should be  
14 held accountable by the Nevada Real Estate Division. At the least he should have consulted his agency  
15 broker for compliance in this real property listing as well as his actions to date. If he did so, then the  
16 agency should also be held accountable and civil action should follow.

#### 17 BULLET POINTS

- 18 • Mr. Zollett nor his Broker Spencer Walden have not contacted Mr. Accomando in any manner  
19 (Phone, Fax, Email, U.S. Mail, Appearance At The Property, Etc.) to discuss the listing of the  
20 home as to value, showings or otherwise.
- 21 • Mr. Zollett in the listing has placed this home as a "No Show" which has never been the case. Mr.  
22 Accomando has "never" stated to anyone to not show the property. If anything, either Mr. Zollett  
23 made this distinction or Ms. Regiro did so and maybe both working in conjunction with each  
24 other against Mr. Accomando.
- 25 • Mr. Zollett is not licensed to be a Landlord or Property Manager. Yet he has taken the role as one  
26 in stating that he is the Landlord of the property and has filed a lawsuit in Clark County Justice  
27 Court under the title of Landlord. Wherein he appeared in court and gave false testimony against  
28 Mr. Accomando.
- It is Mr. Accomando's opinion that Mr. Zollett and Mr. Spenser be sanctioned or their license be  
suspended and cancelled.
- Mr. Accomando has both documentary as well as video evidence of the entire hearing and can  
provide such upon request.

Respectfully,

23   
24 Mario Accomando; Real Property Owner  
25 8546 Procyon Street  
26  
27  
28

**LVR** **Single Family Residential** **Ownership** **11/27/2023 7:59 AM**  
 ML# **2479269** Offc **COVA02** PubID **201248** Status **W** L/Price **\$975,000**  
 Address **8546 /Procyon /Street** Unit  StatusUpdate  LP/SqFt **\$327**  
 Building #  Bldr/Manf  Model  CondoCnv  Zip **89139**  
 County **CLARK** Parcel# **177-17-302-010** Zoning **SINGLE** Studio  YrBuilt **2008/RE**  
 Crmnty **NONE** T / R / S **22 / 61 / 17** Const Est Start  Const Est End   
 Assoc/Comm Feat Desc **None** Subdiv **none** City/Town **Las Vegas** State **NV**  
 Gated **No**  
 AgeRestrict **N**

Elem K-2 **ORTW** Elem 3-5 **ORTW** YrRound **N** Junior **TARK** Highsch **DESO** Subdiv#  CensTrc **005834** MetroMap

**PROPERTY INFORMATION** **#Baths** **FB** **3/4** **HB** **Tot**  
 Bldg Desc **1 Story** Prop Desc  **2** **0** **1** **3**  
 Type **DETACHD** Conv   
 Roof **TILE** Unit Desc  #Bedrms **3** #Den/Oth **1** #Loft **0**  
 Garage **3/732sqft/ATTACHD, AUTODR, EXTERDR, FINISHD** Converted Garage **N** Prkng Desc   
 AppxLivArea **2,986** #Acres +/- **0.410** Lot SqFt **17,860** Lot Desc **1/4 to 1 Acre** Carports **0**  
 ApprxAddLivArea  AddLivAreaDesc  ApprxTotalLivArea **2,986**  
 Manuf  Length  Width  ConvertRealProp  MH-YrBll   
 PvSpa **No** PvPool **No** Heated Pool  Pool Size +/-

Dir **BLUE DIAMOND AND VALLEY VIEW \* SOUTH ON VALLEY VIEW\* EAST ON WIGWAM\* SOUTH ON PROCYON**  
 Public Remarks **COMING SOON\* NO HOA\* BEAUTIFUL SINGLE STORY\* RV PARKING\* PLENTY OF ROOM TO BUILD A CASITAS\* 3 BEDROOM, 2.5 BATHS, DEN, FORMAL DINING, FAMILY ROOM\*KITCHEN DINING\* UNGRADED CABINET IN KITCHEN\* COVERED PATIO\* DRIVEWAY CAN HOLD 7 CARS +\* FABULOUS HOME CLOSE TO LV/STRIP/AIRPORT. STADIUMS, BRIGHT AND SPACIOUS. BUILT IN 2008\* ONLY 1 OWNER\* SELLER IS PREPARING TO MOVE INTERIOR PICTURES COMING SOON\***

Ag/Ag Remarks **\*COMING SOON\* ROOMS ARE TO BE VERIFIED BY BUYER AND OR BUYER'S AGENT. THANK YOU FOR SHOWING. PLEASE TEXT ALL QUESTIONS TO 702-525-3911**

**Primary Bedroom 20X16** **Primary Bath**  
**2nd Bedroom 14x12** **3rd Bedroom 13x11**  
**Den** **Dining Room 13x15**  
**Kitchen** **MRBSTN** **Living Room 13x15**  
 PBR Down? **Y** Bed Dn **Y** Ba Dn **Y** Ba Dn Desc.   
 Constrctn  Washer Inc **Y** Dryer Inc **Y** DryerUtil **E** Location **1STFLR, ROOM**  
 Refrg **Y** Dispos **Y** Dishw  Furniture Included? **No**  
 OthApplnces **MICROWV** Oven Desc **COKTOPE, DBLOVNE**  
 MultiGen  Flooring **CERAMIC**  
 Interior **ALARML** Fence **P/BLOCK**  
 Firepl **0** House Face **West** House Views  Equest **NONE**  
 Firepl Loc  Exterior **PATIO** Miscel **NONE**  
 House Face **West** Landscap **DESERT, BUDDRIP** Water **PUBLIC**  
 Heat Sys **2PLUSUNITS, CENTRAL** Cool Sys **CENTRAL** Sewer **SEPIN**  
 Utility Info **ALLELEC** Energy **DUALPNE** Sol Elec **None**  
 Water Htr:  Battery  KW/Mnth

**VOW/FINANCIAL/LISTING OFFICE INFORMATION** Internet **Y** Public Address **Y** AVM **Y** Commentary **Y**  
 AsscFee **N** AssocName  Assoc Ph  Mast Plan Fee **\$0**  
 AsscFee1  AsscFee2  TotMnthlyHOA **\$0** Assessmt **N** Assessment Amt   
 Assc Fee Includes  SID/LID? **N** SID/LID  SID/LID Ann   
 Earn Dep **\$5,000** Ann Tax **\$3,886** Court App **N** Short Sale **N** Foreclo **N** Repo/REO **N** Litq/Typ **U**  
 Finance Consid **CASH, CONV, FHA, VA** Buyer Inc? **FIRPTA? N** NOD  Rent  Poss **COE**  
 Lockbox **E** LockboxLocation **GAS METER** TempOffMktStatus  T Status Date   
 L/Agent **Sharon Dutiel** L/Aph **(702) 525-3911** Email **sdutiel@gmail.com**  
**S.0034290** Aqt Fax # **702-586-0840** REALTOR **Y** AqtOwnshpInt **N** LeaseEnd   
 Office **United Realty Group - COVA02** OffcPh **702-586-0032** Bonus SO  CoOp **2.500%** Flat Fee   
 Off Add **8330 W Sahara Ave Ste 110, Las Vegas 89117** BrokerName **Pablo Covarrubias Jr** Ex **Y**  
 License # **B.0047882** PhotExcl  VTour **Y** OwnLic **N**

Resident **TEXT AGENT** ResPh **702-525-3911** Occup **OWN** Power **ON** AuctTyp  ListDt **03/07/2023**  
 Showing **APPTMT** GateCode  Act DOM **13** AuctDt  ExpDt **10/31/2023**  
 ContDesc  CombLB  GateCode2  OrigListPrice **\$975,000** WD  **04/03/2023**  
 CDOM **13**

Energy-Efficient/GREEN Information:  
 Green Building Certification **No**

Presented by: **United Realty Group**

Agent: Sharon Dutiel S.0034290

LVR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED. IT IS A VIOLATION TO PROVIDE DETAIL PRINTOUTS TO A CUSTOMER/CLIENT.

**LVR** **Single Family Residential** **Ownership** **11/27/2023 7:59 AM**  
 ML# **2534685** Offc **NERI11** PubID **247181** Status **A-ER** L/Price **\$800,000**  
 Address **8546 /Procyon /Street** Unit  StatusUpdate  LP/SqFt **\$268**  
 Building #  Bldr/Manf  Model  Zip **89139**  
 County **CLARK** Parcel# **177-17-302-010** Zoning **SINGLE** CondoCnv  YrBuilt **2008/RE**  
 T / R / S **22 / 61 / 17** Const Est Start  Const Est End   
 Cmnty **NONE** Subdiv **Custom** City/Town **Las Vegas** State **NV**  
 Assoc/Comm Feat Desc **None** Gated **No**  
 AgeRestrict **N**

Elem K-2 **QRTW** Elem 3-5 **QRTW** YrRound **N** Junior **TARK** Highsch **DESO** Subdiv#  CensTrc**005634**MetroMap

**PROPERTY INFORMATION** **#Baths** **FB** **3/4** **HB** **Tot**  
 Bldg Desc **1 Story** Prop Desc  **2** **0** **1** **3**  
 Type **DETACHD** Conv   
 Roof **TILE** Unit Desc  #Bedrms **3** #Den/Oth **1** #Loft **0**  
 Garage **3/732sqft/ATTACHD, ENTRYHS, FINISHD** #Bedrms **3** #Den/Oth **1** #Loft **0**  
 AppxLivArea **2,986** #Acres +/- **0.410** Lot SqFt **17,860** Lot Desc **1/4 to 1 Acre** Prkng Desc   
 ApprxAddLivArea  AddLivAreaDesc  ApprxTotalLivArea **2,986** Carports **0**  
 Manuf  Length  ConvertRealProp  MH-YrBlt   
 PvSpa **No** Width  Width  Pool Size +/-   
 PvPool **No** Heated Pool

Dir **E on Blue Diamond, R on Valley View, L on Wigwam, R on Procyon**

Public Remarks **Welcome to this stunning half-acre custom home built in 2008, boasting luxurious features and high-end finishes throughout. As you step inside, you are greeted by the elegant marble floors that seamlessly flow throughout the home, creating an atmosphere of refinement. This single-story home features a spacious and open layout, perfect for both relaxing and entertaining. The gourmet kitchen is a chef's dream, with granite countertops custom cabinetry that provide ample storage space. The home's three bedrooms and three bathrooms offer plenty of room for a family or guests. The master suite provides a very spacious setting with two large walk-in closets and a spa-like bathroom that includes a soaking tub, separate shower, and dual sinks. With its expansive half-acre lot, this property provides ample room for a pool, a garden, or whatever your heart desires. Don't miss your chance to own this beautiful custom home.**

Ag/Ag Remarks **No showings at this time, seller is not able to show. Seller prefers Kathie Salas, Fidelity National Title. Submit offers to: https://propy.com/offers/make/for-property/642b48c95259a14b3c642f3c (select link, right click & go to Propy to submit offer) Aaron will not accept offers to his email. \*Professional exterior and interior photos coming soon\***

**Primary Bedroom 20x16 WICLOS Primary Bath DBLSNK, SEPSHW, SEPTUB**  
**2nd Bedroom 14x12 3rd Bedroom 13x11**  
**Den 13x15 Dining Room 13x15**  
**Kitchen GRNCTP, MRBSTN Living Room 13x15**

PBR Down? **Y** Bed Dn **Y** Ba Dn **Y** Ba Dn Desc. **F**  
 Constrctn  Dryer Inc **N** DryerUtil **E** Location **1STFLR**  
 Refrg **N** Dispos **Y** Dishw **Y** Washer Inc **N** Furniture Included? **No**  
 OthApplnces **MICROWV** MultiGen   
 Interior **CEILFN, SHUTTRS** Oven Desc **COKTOPE, DBLOVNE**  
 Firepl **0** Flooring **CERAMIC**  
 Firepl Loc  Fence **BF/BLOCK**  
 House Face **West** House Views  Equest **NONE**  
 Exterior **PATIO** Miscel **NONE**  
 Landscap **DESERT** Water **PUBLIC**  
 Heat Sys **2PLUSUNITS, CENTRAL** HtFuel **ELEC** Sewer **SEPIN**  
 Cool Sys **2UNITSPLUS, CENTRAL** CLFuel **ELEC** Sol Elec **None**  
 Utility Info **ALLELEC, UNDGRND** Energy **DUALPNE** KW/Mnth   
 Water Htr:  Battery

**WOW/FINANCIAL/LISTING OFFICE INFORMATION**  
 AsccFee **N** AssocName  Internet **Y** Public Address **Y** AVM **Y** Commentary **Y**  
 AsccFee1  AssocFee2  Assoc Ph  Mast Plan Fee **\$0**  
 Ascc Fee Includes  TotMnthlyHOA **\$0** Assessmt **N** Assessment Amt   
 Earn Dep **\$8,000** Ann Tax **\$4,197** Court App **N** Short Sale **N** Foreclo **N** Repo/REO **N** Litig/Typ **N** SID/LID Ann   
 Finance Consid **CASH, CONV, VA** Buyer Inc? **N** FIRPTA? **N** NOD  Rent  Poss **COE**  
 Lockbox **N** LockboxLocation  TempOffMktStatus  T Status Date   
 L/Aqent **Aaron E. Zollett** L/APH (702) **979-0906** Email **Aaron@knightrealty.com**  
**S.0191404** Agt Fax #  REALTOR **Y** AgtOwnshpInt **N** LeaseEnd   
 Office **eXp Realty** OffcPh **702-545-0020** Bonus SO  CoOp **2.500%** Flat Fee   
 Off Add **5588 S. Fort Apache Rd #110, Las Vegas 89148** BrokerName **Spencer Walden** Vr **N** Ex **N**  
 Off Mgr **Anthony J. Knight** License # **B.0144881** PhotExcl  VTour **Y** OwnLic **N**

Resident **Aaron** ResPh **702-979-0906** Occup **OWN** Power **ON** AuctTyp  ListDt **10/13/2023**  
 Showing **NOSHOW/AGNT** GateCode  Act DOM **45** AuctDt  ExpDt   
 ContDesc  GateCode2  OrigListPrice **\$800,000** WD   
 Schedule a Showing CDOM **45**

Energy-Efficient/GREEN Information:  
 Green Building Certification **No**

Presented by: **United Realty Group**

Agent: Sharon Dutiel S.0034290

**LVR** Single Family Residential **Ownership** **11/27/2023 7:59 AM**  
 ML# **2485486** Offc **NERI11** PubID **247181** Status **X** L/Price **\$775,000**  
 Address **8546 /Procyon /Street** Unit StatusUpdate LP/SqFt **\$260**  
 Building # Bldr/Manf Model CondoCnv Zip **89139**  
 County **CLARK** Parcel# **177-17-302-010** Zoning **SINGLE** Studio YrBuilt **2008/RE**  
 T / R / S **22 / 61 / 17** Const Est Start Const Est End  
 Cmnty **NONE** Subdiv **Custom** City/Town **Las Vegas** State **NV**  
 Assoc/Comm Feat Desc **None** Gated **No**  
 AqcRestrict **N**

Elem K-2 **ORTW** Elem 3-5 **ORTW** YrRound **N** Junior **TARK** Highsch **DESO** Subdiv# CensTrc**005834**MetroMap

**PROPERTY INFORMATION** #Baths **FB 3/4 HB Tot**  
 Bldg Desc **1 Story** Prop Desc **2 0 1 3**  
 Type **DETACHD** Conv  
 Roof **TILE** Unit Desc #Bedrms **3** #Den/Oth **1** #Loft **0**  
 Garage **3/732sqft/ATTACHD, ENTRYHS, FINISHD** Converted Garage **N** Prkng Desc  
 AppxLivArea **2,986** #Acres +/- **0.410** Lot SqFt **17,860** Lot Desc **1/4 to 1 Acre** Carports **0**  
 ApprxAddLivArea AddLivAreaDesc ApprxTotalLivArea **2,986**  
 Manuf Length Width ConvertRealProp MH-YrBlt  
 PvSpa **No** PvPool **No** Pool Size +/-  
 Heated Pool

Dir **E on Blue Diamond, R on Valley View, L on wigwam, R on Procyon**

Public Remarks **Welcome to this stunning half-acre custom home built in 2008, boasting luxurious features and high-end finishes throughout. As you step inside, you'll be greeted by the elegant marble floors that flow seamlessly throughout the entire home, creating an atmosphere of sophistication and refinement. This single-story home features a spacious and open layout, perfect for both relaxing and entertaining. The gourmet kitchen is a chef's dream, with granite countertops custom cabinetry that provide ample storage space. The home's three bedrooms and three bathrooms offer plenty of room for a family or guests. The master suite is a true retreat, with two large walk-in closets and a spa-like bathroom that includes a soaking tub, separate shower, and dual sinks. With its expansive half-acre lot, this property provides ample room for a pool, a garden, or whatever your heart desires. Don't miss your chance to own this exquisite custom home.**

Ag/Ag Remarks **No showings at this time, seller is not able to show. Seller prefers Kathie Salas, Fidelity National Title. Submit offers to: https://propy.com/offers/make/for-property/642b48c95259a14b3c642f3c (select link, right click & go to Propy to submit offer) Aaron will not accept offers to his email. \*Professional exterior and interior photos coming soon\***

**Primary Bedroom 20x16 WICLOS Primary Bath DBLSNK, SEPSHW, SEPTUB**  
**2nd Bedroom 14x12 3rd Bedroom 13x11**  
**Den 13x15 Dining Room 13x15**  
**Kitchen GRNCTP, MRBSTN Living Room 13x15**  
 PBR Down? **Y** Bed Dn **Y** Ba Dn **Y** Ba Dn Desc. **F**  
 Constrctn  
 Refrg **N** Dispos **Y** Dishw **Y** Washer Inc **N** Dryer Inc **N** DryerUtil **E** Location **1STFLR**  
 OthApplnces **MICROWV** Furniture Included? **No**  
 MultiGen  
 Interior **CEILFN, SHUTTRS** Oven Desc **COKTOPE, DBLOVNE**  
 Firepl **0** Flooring **CERAMIC**  
 Firepl Loc Fence **BF/BLOCK**  
 House Face **West** House Views Equest **NONE**  
 Exterior **PATIO**  
 Landscap **DESERT** Miscel **NONE**  
 Heat Sys **2PLUSUNITS, CENTRAL** HtFuel **ELEC** Water **PUBLIC**  
 Cool Sys **2UNITSPLUS, CENTRAL** CLFuel **ELEC** Sewer **SEPIN**  
 Utility Info **ALLELEC, UNDGRND** Energy **DUALPNE** Sol Elec **None**  
 Water Htr: Battery KW/Mnth

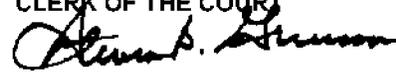
**VOW/FINANCIAL/LISTING OFFICE INFORMATION**  
 Internet **Y** Public Address **Y** AVM **Y** Commentary **Y**  
 AssocFee **N** AssocName AssocFee1 AssocFee2 TotMnthlyHOA **\$0** Assoc Ph Mast Plan Fee **\$0**  
 Assoc Fee Includes Assessment Amt  
 Earn Dep **\$7,750** Ann Tax **\$3,886** Court App **N** Short Sale **N** Foreclo **N** Repo/REO **N** Litig/Typ **N** SID/LID? **N** SID/LID SID/LID Ann  
 Finance Consid **CASH, CONV, VA** Buyer Inc? FIRPTA? **N** NOD Rent Poss **COE**  
 Lockbox **N** LockboxLocation TempOffMktStatus T Status Date  
 L/Agent **Aaron E. Zollett** L/Aph **702-979-0906** Email **Aaron@homepros.vegas**  
**S.0191404** Agt Fax # REALTOR **Y** AgtOwnshpInt **N** LeaseEnd  
 Office **eXp Realty** OffcPh **702-545-0020** Bonus SO CoOp **2.500%** Flat Fee  
 Off Add **5588 S. Fort Apache Rd #110, Las Vegas 89148** BrokerName **Spencer Walden** Vr **N** Ex **N**  
 Off Mgr **Anthony J. Knight** License # **B.0144881** PhotExcl VTour **Y** OwnLic **N**

Resident **Aaron** ResPh **702-979-0906** Occup **OWN** Power **ON** AuctTyp ListDt **04/03/2023**  
 Showing **NQSHQW/AGNT** GateCode Act DOM **181** AuctDt ExpDt **10/01/2023**  
 ContDesc **ComboLB** GateCode2 OrigListPrice **\$775,000** WD  
 CDOM **182**

Energy-Efficient/GREEN Information:  
 Green Building Certification **No**

Presented by: **United Realty Group**

Agent: Sharon Dutiel S.0034290



**FILING CODE: EXMT**

Your Name: Mario Accomando  
Address: 8546 Procyon Street  
Las Vegas, 89139  
Telephone: 773-308-5041  
Email Address: admin@accomandoinc.com

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Georgann Accomando

Plaintiff,

vs.

Mario Accomando

Defendant.

CASE NO.: D-21-628915-D

DEPT: 0

**EX PARTE MOTION FOR CONTINUANCE**

(Your name) Mario Accomando, the ( check one)  Plaintiff  
/  Defendant in proper person, requests a continuance of the court date above. This motion is  
brought in good faith and is based on the attached Points and Authorities, Declaration of Movant,  
the papers and pleadings on file herein, and such further evidence and argument that may be  
requested.

DATED 11/25, 2023

Submitted By: (your signature) /s/ Mario Accomando  
(print your name) Mario Accomando

**POINTS AND AUTHORITIES**

A party may request a continuance of a hearing through an ex parte motion. EDCR 5.5607(c). This ex parte motion seeks to continue a hearing on the court's calendar.

**FACTS AND ARGUMENT**

1. **Current Court Date.** There is a court date set for *(date of hearing)* 11/29/23  
at *(time of hearing)* 10:00  am /  pm.

2. **Prior Requests.** ( *check one*)

This is my first request to change the court date.

This is my *(insert number, i.e., "2<sup>nd</sup>" "3<sup>rd</sup>" etc.)* \_\_\_\_\_ request to change the court date.

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

I am not sure what the Plaintiff's position would be. Though I am sure that her attorney would oppose any request that I would enter before the Court.  
\_\_\_\_\_  
\_\_\_\_\_

4. **Reason for Continuance.** I would like to change the court date because *(explain why you want to change the court date):*

I am presently working with the Nevada Real Estate Division on an investigation(See Exhibits Appendix) where the Plaintiff by and through her attorney have committed fraud

contempt and deceit in their case before the court. Specifically in their attempt to obtain sole possession of the RE property (8546 Procyon Court.) The continuance requested (14 days) is to obtain further evidence of their fraud from both the NV RE Division. The Defendant would consider a concession and prepare a settlement to purchase the Plaintiffs portion of the property as The Defendant would like to keep the minor child in the family home. The Defendant will make the Plaintiff whole and end all matters where a listing of the home will not be required. If the court would consider the 14 days (December 14th) continuance to a date for a status check. The Defendant will communicate with the Plaintiff's attorney to come to a agreed settlement.

5. **New Date Requested.** If granted, I ask the court to reschedule the court date for *(give a month/week/date that you suggest for the new court date)* December 14th, 2023 .

I respectfully ask the Court to continue the court date as requested above, and any other relief the Court finds appropriate.

DATED 11/25 , 2023 .

Submitted By: *(your signature)* /s/ Mario Accomando  
*(print your name)* Mario Accomando

#### **DECLARATION IN SUPPORT OF MOTION**

I declare, under penalty of perjury:

- a. I have read this motion, and the statements it contains are true and correct to the best of my knowledge, except as to those matters based on information and belief, and as to those matters, I believe them to be true. The statements contained in this motion are incorporated here as if set forth in full.
- b. Any Exhibit(s) in support of this Motion will be filed separately in an Exhibit Appendix.

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

DATED 11/25 , 2023 .

Submitted By: *(your signature)* /s/ Mario Accomando  
*(print your name)* Mario Accomando

NEJ

Name: Mario Accomando

Address: 8546 Procyon Street

Las Vegas, 89139

Telephone: 773-308-5041

Email Address: admin@accomandoinc.com

Self-Represented

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Georgann Accomando  
Plaintiff.

CASE NO.: D-21-628915-D

DEPT: 0

vs.

Mario Accomando  
Defendant.

**NOTICE OF ENTRY  
OF ORDER / JUDGMENT**

PLEASE TAKE NOTICE that an Order and/or Judgment was entered in this matter on  
(date order was filed-on the upper right corner of the order) \_\_\_\_\_, 20\_\_\_\_,  
a copy of which is attached.

DATED (today's date) \_\_\_\_\_, 20\_\_\_\_.

Submitted By: (Your signature) ▶/s/ Mario Accomando

**CERTIFICATE OF SERVICE**

I, (your name) Mario Accomando declare under penalty of perjury  
under the law of the State of Nevada that I served this *Notice of Entry of Order/Judgment* on  
(month) \_\_\_\_\_ (day) \_\_\_\_\_, 20\_\_\_\_, in the following manner: (check one)

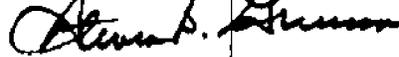
**Mail:** By depositing a copy in the U.S. Mail in the State of Nevada, postage prepaid  
addressed to (print the name and address of the person you mailed the document to):  
\_\_\_\_\_  
\_\_\_\_\_

**Electronic:** Through the Court's electronic service system.

DATED (today's date) 11/27, 2023.

Submitted By: (Your signature) ▶/s/ Mario Accomando

**ATTACH A FILED COPY OF THE COURT'S ORDER TO THIS NOTICE**



1 Lee M. Rezenkowsky  
2 8546 Procyon Street  
3 Las Vegas, NV. 89139  
4 310-925-3651  
5 m@lmrconsultancy.com

6 **DISTRICT COURT**  
7 **CLARK COUNTY, NEVADA**

8 GEORGANN ACCOMANDO  
9 Plaintiff.

CASE NO.: D-21-628915\_D  
DEPT NO.: O

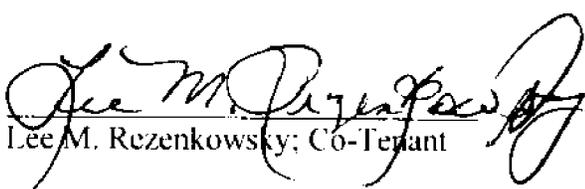
10 vs.

11 MARIO ACCOMANDO  
12 Defendant.

13 **NOTICE OF LEASE**

14 **COMES NOW**, Lee Rezenkowsky and John Silva, Co-Tenants are under a Lease  
15 Agreement (**See Attached**) of the property located at 8546 Procyon Street Las Vegas, NV.  
16 89139 and are herein giving notice of their tenancy. Their written lease term began on February  
17 01, 2023 and will conclude on January 31, 2024.

18 Let it be known that the Co-Tenant's have actually had tenancy on the property which  
19 began on June 28, 2021 and has continued until the present date today. The Co-Tenant's are not  
20 party to the above referenced divorce case other than to herein give notice as to their right(s) as  
21 Co-Tenants of the disputed property as to their valid tenancy. This notice is hereby entered on  
22 this 28<sup>th</sup> day of November, 2023.

23  
24  
25   
26 Lee M. Rezenkowsky; Co-Tenant

**NEVADA RESIDENTIAL LEASE AGREEMENT**  
(LEASE FOR TERM OR MONTH-TO-MONTH)

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into this 1<sup>st</sup> day of **February, 2023**, by and between **Greystone Capital Group LLC**, (hereinafter referred to as "**Landlord**") and **Lee M. Rezenkowsky and John Silva** (hereinafter referred to as "**Tenants**").

**WITNESSETH:**

**WHEREAS**, Landlord is the fee owner of certain real property being, lying and situated in Clark County, Nevada, such real property having a street address of **8546 Procyon Street, Las Vegas, Nevada 89139 (Casita)** (hereinafter referred to as the "Premises").

**WHEREAS**, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

**WHEREAS**, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** This Agreement shall commence on 02/01/2023("Commencement Date").  
[*check either A or B*]:

       **A. Month-to-Month:** This Agreement shall continue as a month-to-month tenancy. If at any time Tenant desires to terminate the tenancy, Tenant may do so by providing to Landlord written notice of intention to terminate. Such notice to terminate must be provided to Landlord at least 30 days prior to the desired date of termination of the tenancy. If at any time Landlord desires to terminate the tenancy, Landlord may do so by providing to Tenant such written notice of intention to terminate at least 30 days prior to the desired date of termination of the tenancy. Notices to terminate may be given on any calendar day, irrespective of Commencement Date.

~~**XXX B. Lease:**~~ This Agreement shall continue as a lease for term. The termination date shall be on (date) 01/31/2024 at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur: (i) Landlord and Tenant formally extend this Agreement in writing or create and execute a new, written, and signed agreement; (ii) local rent control law mandates extension of the tenancy; or (iii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent. In the event that Landlord accepts from Tenant new rent, a month-to-month tenancy shall be created. Either party may terminate this month-to-month tenancy by following the procedures specified in paragraph 1A. Rent shall continue at the rate specified in this Agreement, or as allowed by law. All other terms and conditions as outlined in this Agreement shall remain in full force and effect.

- RENT.** Under the terms of this Agreement, "Rent" shall consist of all monetary obligations owed to Landlord by Tenant in accordance with this Agreement. However, the Security Deposit shall not be considered Rent. Tenant shall pay to Landlord **SEVEN HUNDRED 00/100 DOLLARS (\$700.00)** per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. If not remitted on the 1st, Rent shall be considered overdue and delinquent on the 2nd day of each calendar month. In the event that the Commencement Date is not the 1st of the calendar month, Rent payment remitted on the Commencement Date shall be prorated based on a 30-day period.

Acceptable forms of payment of Rent to Landlord shall be [*check all that apply*]:  personal check,  money order,  cashiers check, or  other: Zelle. Payment shall be made to Landlord under the following name and address: **Greystone Capital Group LLC, 2029 Century Park East Los Angeles, CA. 90067**. In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Landlord may require in writing that Tenant pay Rent in cash for three months, and that all future Rent payments shall be remitted by Tenant to Landlord by money order or cashier's check.

- SECURITY DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of **SEVEN HUNDRED DOLLARS (\$700.00)**, receipt of which is hereby acknowledged by Landlord, as a Security Deposit. Tenant shall not apply the Security Deposit to, or in lieu of, rent. At any time during the term of this Agreement and upon termination of the tenancy by either party for any reason, the Landlord may claim, from the Security Deposit, such amounts due Landlord under this Agreement, including any amounts to cover any damages to the Premises incurred during the term of this Agreement. Landlord shall provide Tenant with an accounting of the disposition of the Security Deposit within thirty (30) days of termination.
- USE OF PREMISES.** The Premises shall be used and occupied by Tenants, consisting of **Lee M. Rezenkowsky and John Silva**, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenants for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant's shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
- INVENTORY AND CONDITION OF PREMISES.** Under NRS 118A.200(k), Tenant is entitled to a record of the inventory and condition of the Premises that are under Tenant's exclusive custody and control. Tenant stipulates, represents and warrants that Tenant has examined the inventory and condition of the Premises, and that they are at the time of this lease in good order, repair, and in a safe, clean and tenantable condition.

6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.
11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
  - (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
  - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
  - (c) Not obstruct or cover the windows or doors;

- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep all air conditioning filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

**12. DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored

by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
14. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
15. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at SEVEN HUNDRED FIFTY DOLLARS (\$750.00) per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.
16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
17. **ANIMALS.** Tenant shall be entitled to keep no more than "ZERO" ( 0 ) domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of ZERO DOLLARS (\$0.00), N/A DOLLARS (\$0.00) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.
18. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

19. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
20. **DEFAULT.** If Landlord determines that the Tenant is in default of this Agreement, Landlord may deliver a written notice to Tenant that specifies the acts and omissions constituting the breach, and that further specifies this Agreement will terminate as provided in this paragraph. If the breach is remediable and Tenant does not adequately remedy the breach or use his or her best efforts to remedy the breach within seven (7) days after receipt of the notice, or if the breach cannot be remedied, Landlord may terminate this Agreement. If this Agreement is terminated, all unpaid rents payable during the remainder of this Agreement or any renewal period shall be accelerated without notice or demand. Further, upon termination, Tenant shall remain fully liable to the Landlord for (a) any lost rent and any other financial obligation under this Agreement; (b) Landlord's cost of reletting the Premises including but not limited to leasing fees, utility charges, and any other fees necessary to relet the Premises; (c) repairs to the Premises for Tenant's use that are beyond normal wear and tear; (d) all of Landlord's costs associated with evicting Tenant, including but not limited to court costs, costs of service, prejudgment interest, and reasonable attorney's fees; (e) all of Landlord's costs associated with collecting amounts due under this Agreement, including but not limited to debt collection fees, late charges, and returned check charges; (f) and any other recovery to which Landlord is entitled by law or in equity.
21. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of FIFTY DOLLARS (\$50.00).
22. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

23. **ATTORNEYS' FEES.** As provided under NRS 118A.220(c), in the event any dispute arises between Landlord and Tenant concerning this Agreement that results in litigation, the losing party shall pay the prevailing party's reasonable attorney fees and court costs, which shall be determined by the court and made a part of any judgment.
24. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Nevada.
26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
31. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
32. **NOTICE.** Any notice required or permitted under this lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

*If to Landlord to:*

Greystone Capital Group LLC  
Mario Accomando; Managing Member  
2029 Century Park West  
Los Angeles, CA. 90067

**If to Tenant to:**

Lee M. Rezenkowsky or John Silva  
8546 Procyon Street  
Las Vegas, NV. 89139

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**33. DISCLOSURES ON NUISANCE; REPORTING VIOLATIONS.** Landlord hereby notifies Tenant that it is a misdemeanor to commit or maintain a public nuisance as defined in NRS 202.450 or to allow any building or boat to be used for a public nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building, health or safety codes or regulations may be reported to the government entity in our local area such as the code enforcement division of the county/city government or the local health or building departments.

**34. DISCLOSURES ON DISPLAYING THE FLAG OF THE UNITED STATES.** According to NRS 118A.200(n), Tenant has the right to engage in the display of the flag of the United States, as outlined in NRS 118A.325, which provides that Landlord shall not prohibit Tenant from displaying the flag within such physical portion of the Premises that Tenant has a right to occupy and use exclusively. If Tenant opts to display the flag of the United States, Tenant must do so in a manner consistent with 4 USC, Chapter 1. Further, Tenant may not display the flag for commercial advertising purposes. Landlord has the right to adopt rules that reasonably restrict the placement and manner of the display of the flag's display.

**35. ADDITIONAL PROVISIONS; DISCLOSURES.**

None

[Landlord should note above any disclosures about the premises that may be required under Federal or Nevada law, such as known lead-based paint hazards in the Premises.]

As to Landlord this 1st day of February, 2023.

LANDLORD:



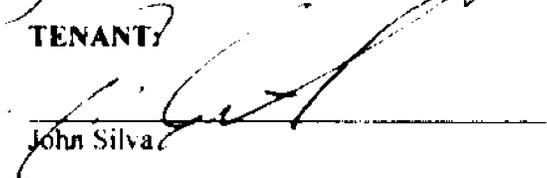
Greystone Capital Group LLC  
Mario Accomando; Managing Member

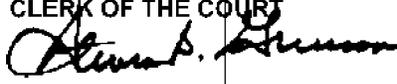
As to Tenant, this 1st day of February, 2023.

TENANT:

  
\_\_\_\_\_  
Lee M. Rezenkowsky

TENANT:

  
\_\_\_\_\_  
John Silva



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

**8<sup>TH</sup> DISTRICT COURT  
CLARK COUNTY, NEVADA**

GEORGANN ACCOMANDO  
Plaintiff,  
  
vs.  
  
MARIO ACCOMANDO  
Defendant.

CASE NO.: D-21-628915\_D  
DEPT NO.: O

**MOTION TO SETTLE**

**COMES NOW** Defendant, Mario Accomando, In Pro Per, to submit his Motion to Settle. The Defendant moves to request for a setting of a settlement conference between the parties to purchase the Plaintiff's Equitable Portion of the property located at 8546 Procyon Street Las Vegas, NV. 89139 as per the divorce decree and to keep the minor child in her family home where she has maintained residence her entire life.

The Defendant requests that the Plaintiff prepare a settlement statement that incorporates a "**FULL RELEASE**" of the Defendant from all present and future action(s) of this divorce.

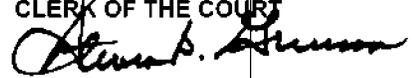
This will be a transaction handled solely between the parties without realtor(s) assistance or commissions. Settlement will be handled through escrow with title insurance at a jointly

1 agreed upon title agent and company. Funds for this transaction will be arranged by Mutual of  
2 Omaha Reverse Mortgages and that within 30 to 45 days to process and the close of escrow for  
3 Settlement.

4           The Defendant moves the honorable court to grant this motion and to set a time and date  
5 for a status check to determine if all matters have been resolved for close the case.  
6

7  
8  
9 A handwritten signature in cursive script, appearing to read "Mario Accomando", is written over a horizontal line.

10 Mario Accomando, Pro Se  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



1 CNND

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

4 Georgann Rose Accomando, Plaintiff

D-21-628915-D

5 vs.

Department O

6 Mario Accomando, Defendant.

7  
8 **CLERK'S NOTICE OF NONCONFORMING DOCUMENT**

9 Pursuant to Rule 8(b)(2) of the Nevada Electronic Filing and Conversion Rules, notice is  
10 hereby provided that the following electronically filed document does not conform to the  
11 applicable filing requirements:

12 Title of Nonconforming Document:	<u>Motion to Settle</u>
13 Party Submitting Document for Filing:	<u>Defendant</u>
14 Date and Time Submitted for Electronic Filing:	<u>11/28/2023 at 12:55 pm</u>

15 Reason for Nonconformity Determination:

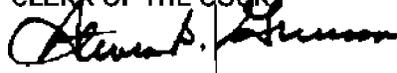
- 16  The document filed to commence an action is not a complaint, petition,  
17 application, or other document that initiates a civil action. *See* Rule 3 of the  
18 Nevada Rules of Civil Procedure. In accordance with Administrative Order 19-5,  
19 the submitted document is stricken from the record, this case has been closed and  
20 designated as filed in error, and any submitted filing fee has been returned to the  
21 filing party.
- 22  The document initiated a new civil action and a cover sheet was not submitted as  
23 required by NRS 3.275.
- 24  The document was not signed by the submitting party or counsel for said party.
- 25  The document filed was a court order that did not contain the signature of a  
26 judicial officer. In accordance with Administrative Order 19-5, the submitted  
27 order has been furnished to the department to which this case is assigned.
- 28



**CERTIFICATE OF SERVICE**

I hereby certify that on November 28, 2023, I concurrently filed and served a copy of the foregoing Clerk’s Notice of Nonconforming Document, on the party that submitted the nonconforming document, via the Eighth Judicial District Court’s Electronic Filing and Service System.

By:  /s/ Vineta Tiapula  
Deputy District Court Clerk



1 **MOT**  
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  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**8<sup>TH</sup> DISTRICT COURT  
CLARK COUNTY, NEVADA**

GEORGANN ACCOMANDO  
Plaintiff,  
  
vs.  
  
MARIO ACCOMANDO  
Defendant.

CASE NO.: D-21-628915\_D  
DEPT NO.: O  
  
"Hearing Not Requested"

**MOTION TO SETTLE**

**COMES NOW** Defendant, Mario Accomando, In Pro Per, to submit his Motion to Settle. The Defendant moves to request for a setting of a settlement conference between the parties to purchase the Plaintiff's Equitable Portion of the property located at 8546 Procyon Street Las Vegas, NV. 89139 as per the divorce decree and to keep the minor child in her family home where she has maintained residence her entire life.

The Defendant requests that the Plaintiff prepare a settlement statement that incorporates a "FULL RELEASE" of the Defendant from all present and future action(s) of this divorce.

This will be a transaction handled solely between the parties without realtor(s) assistance or commissions. Settlement will be handled through escrow with title insurance at a jointly

CERT

Name: MARIO ACCOMANDO  
Address: 8546 FREYSON  
CAS VEGAS, NV 89178  
Telephone: 773-308-3041  
Email Address: MARIA1949@YAHOO.COM  
In Proper Person

DISTRICT COURT  
CLARK COUNTY, NEVADA

GEORGANO ACCOMANDO  
Plaintiff,

CASE NO.: P-21-63495 A

DEPT: 0

vs.

MARIO ACCOMANDO  
Defendant.

CERTIFICATE OF MAILING

I, (name of person who mailed the document) LEE REZZA JEWELRY

declare under penalty of perjury under the law of the State of Nevada that the following is true and correct. That on (month) 11 (day) 28, 2023 service of the:

( check all that apply)

- Motion
- Answer
- Financial Disclosure Form
- Opposition
- Reply
- Notice of Entry of Judgment / Order / Decree
- Other: \_\_\_\_\_

was made pursuant to NRCPC 5(b) by depositing a copy in the U.S. Mail in the State of Nevada, postage prepaid, addressed to:

(Print the name and address of the person you mailed the document to)

GEORGANO ACCOMANDO  
6857 GILBERT RANCH AVE  
CAS VEGAS, NV 89178

DATED this 28 day of NOV, 2023

[Signature]  
(Signature)

1 agreed upon title agent and company. Funds for this transaction will be arranged by Mutual of  
2 Omaha Reverse Mortgages and that within 30 to 45 days to process and the close of escrow for  
3 Settlement.

4 The Defendant moves the honorable court to grant this motion and to set a time and date  
5 for a status check to determine if all matters have been resolved for close the case.  
6

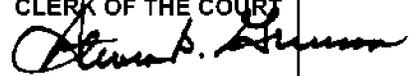
7 

8 Mario Accomando, Pro Se  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

Electronically Filed  
11/29/2023 9:33 AM  
Steven D. Grierson  
CLERK OF THE COURT



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

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

**NOTICE OF HEARING**

Please be advised that the Defendant's Motion To Settle in the above-entitled matter is set for hearing as follows:

**Date:** January 22, 2024  
**Time:** No Appearance Required  
**Location:** In 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.**

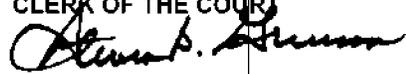
STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Vineta Tiapula  
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/ Vineta Tiapula  
Deputy Clerk of the Court



CNNDCA

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

D-21-628915-D  
Department O

**CLERK'S NOTICE OF NONCONFORMING DOCUMENT AND CURATIVE ACTION**

Pursuant to Rule 8(b)(2) of the Nevada Electronic Filing and Conversion Rules, notice is hereby provided that the following electronically filed document does not conform to the applicable filing requirements:

Title of Nonconforming Document:	<u>Ex Parte Motion for Continuance</u>
Party Submitting Document for Filing:	<u>Defendant</u>
Date and Time Submitted for Electronic Filing:	<u>11/27/2023 at 2:22 PM</u>

Reason for Nonconformity Determination:

- The case caption and/or case number on the document does not match the case caption and/or case number of the case that it was filed into. In accordance with the Administrative Order 19-5, the document has been reprocessed by removing it from the incorrect case and entering it into the case identified by the case number and caption on the document. This Notice has been filed in the case where the document was removed.
- The document initiated a new civil action and the case type designation does not match the cause of action identified in the document. In accordance with Administrative Order 19-5, the case type designation in the case management system has been modified to match the cause of action identified in the document.
- The submitted document initiated a new civil action and was made up of multiple documents submitted together. In accordance with the Administrative Order 19-5, the document has been reprocessed by separating the single document into multiple documents and filing each document individual

Dated this: 30th day of November, 2023

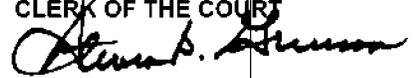
By: /s/ Cecilia Dixon  
Deputy District Court Clerk

**CERTIFICATE OF SERVICE**

I hereby certify that on November 30, 2023, I concurrently filed and served a copy of the foregoing Clerk’s Notice of Nonconforming Document, on the party that submitted the nonconforming document, via the Eighth Judicial District Court’s Electronic Filing and Service System.

By:  /s/ Cecilia Dixon  
Deputy District Court Clerk

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



1 CNND

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

4 Georgann Rose Accomando, Plaintiff

D-21-628915-D

5 vs.

Department O

6 Mario Accomando, Defendant.

7  
8 **CLERK'S NOTICE OF NONCONFORMING DOCUMENT**

9 Pursuant to Rule 8(b)(2) of the Nevada Electronic Filing and Conversion Rules, notice is  
10 hereby provided that the following electronically filed document does not conform to the  
11 applicable filing requirements:

12 Title of Nonconforming Document:	<u>Order Granting Continuance</u>
13 Party Submitting Document for Filing:	<u>Defendant</u>
14 Date and Time Submitted for Electronic Filing:	<u>11/27/2023 at 2:22 PM</u>

15 Reason for Nonconformity Determination:

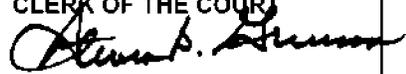
- 16  The document filed to commence an action is not a complaint, petition,  
17 application, or other document that initiates a civil action. *See* Rule 3 of the  
18 Nevada Rules of Civil Procedure. In accordance with Administrative Order 19-5,  
19 the submitted document is stricken from the record, this case has been closed and  
20 designated as filed in error, and any submitted filing fee has been returned to the  
21 filing party.
- 22  The document initiated a new civil action and a cover sheet was not submitted as  
23 required by NRS 3.275.
- 24  The document was not signed by the submitting party or counsel for said party.
- 25  The document filed was a court order that did not contain the signature of a  
26 judicial officer. In accordance with Administrative Order 19-5, the submitted  
27 order has been furnished to the department to which this case is assigned.
- 28



1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on November 30, 2023, I concurrently filed and served a copy of the  
3 foregoing Clerk’s Notice of Nonconforming Document, on the party that submitted the  
4 nonconforming document, via the Eighth Judicial District Court’s Electronic Filing and Service  
5 System.  
6

7  
8 By:  /s/ Cecilia Dixon  
9 Deputy District Court Clerk  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



1 MEMO  
2 MARIA L. MILANO, ESQ.  
3 Nevada Bar # 7121  
4 REZA ATHARI, MILLS & FINK, PLLC  
5 A Multi-jurisdictional Law Firm  
6 626 S. 9<sup>TH</sup> Street  
7 Las Vegas, NV 89101  
8 Tel: (702) 727-7777  
9 Fax: (702) 458-8508  
10 mariamilano@atharilaw.com  
11 Attorney for Plaintiff,  
12 GEORGANN ROSE ACCOMANDO

13 DISTRICT COURT, FAMILY DIVISION  
14 CLARK COUNTY, NEVADA

15 GEORGANN ROSE ACCOMANDO, )  
16 ) CASE NO.: D-21-628915-D  
17 ) DEPT. NO.: 0  
18 Plaintiff, )  
19 )  
20 vs. )  
21 )  
22 MARIO ACCOMANDO, )  
23 )  
24 Defendant, )  
25 )

26 PLAINTIFF'S MEMORANDUM OF FEES AND COSTS

27 COMES NOW, Plaintiff, GEORGANN ROSE ACCOMANDO, by and through  
28 her attorney of record, MARIA L. MILANO, ESQ. OF REZA ATHARI &  
MILLS & FINK, PLLC, hereby submits her Memorandum for Fees and  
Costs.

POINTS AND AUTHORITIES

This Court signed and approved the Decree of Divorce on June  
29, 2022. Defendant did not comply with any of the terms of the  
Decree of Divorce, hence, on March 7, 2023, the Court found the  
Defendant in contempt of multiple terms. as a result of the  
Defendant's continued contempt and failure to cooperate in the

REZA ATHARI, MILLS & FINK, PLLC

1 sale of the Procyon Street property, the Court ordered that the  
2 Plaintiff should be awarded exclusive possession of the Procyon  
3 Street address in order to ready and maintain said property for  
4 sale. (*Page 5, Lines 10 - 13 of Order dated 03-07-2023*). As the  
5 Defendant has failed to relinquish possession of said property and  
6 efforts to evict the Defendant from the property have not been  
7 successful, Plaintiff, through counsel filed the instant Motion to  
8 Enforce Order, for Attorney's Fees and for an Order Reducing  
9 Attorney's Fees to Judgment in order for Plaintiff to be awarded  
10 as her sole and separate property and finally sell the Procyon  
11 Street property. Additionally, from the proceeds of the sale, the  
12 Defendant be paid his share of the equity realized after all of  
13 the deductions are taken to satisfy the sanctions and monetary  
14 awards ordered to be paid to the Plaintiff by the Defendant by  
15 this Court.  
16

17  
18 At the hearing on November 29, 2023, this Court granted  
19 Plaintiff's instant Motion to Enforce and has awarded attorney's  
20 fees and costs, exclusive of other relief requested in said  
21 motion. This Memorandum of Fees and Costs is being submitted in  
22 support of this Court's award, are reduced to judgment and are  
23 collectible by any legal means.

24 It has been more than two (2) years that this case has been  
25 waiting for a final resolution. Hours of meetings with the client,  
26 preparing the pleadings in this case, research, meetings with the  
27 client and preparing for and attending the hearings on the matter  
28

1 as set by this Court since the filing of the Complaint for Divorce  
2 in June 11, 2021, in total, 103.28 hours of time was spent by the  
3 Plaintiff's attorney and 41.85 hours of time was spent by her  
4 paralegal. At the rate of \$350 per hour for the attorney and  
5 \$125.00 per hour for her paralegal, the total fees for same is  
6 \$40,315.03. Plaintiff also incurred costs in the amount of  
7 \$2,231.37 for the postage, process service, e-filing and e-service  
8 of various pleadings and correspondence on this case.  
9

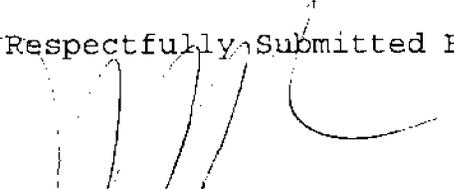
10 **TOTAL FEES AND COSTS**

11	Attorney's Fees.....	\$40,315.03
12	Costs .....	\$ 2,231.37
13	<b>TOTAL.....</b>	<b>\$42,546.40</b>

14 **CONCLUSION**

15 In light of all of the foregoing, this Honorable Court should  
16 award Plaintiff attorney's fees and costs in the total amount of  
17 \$42,546.40.  
18

19 DATED this 30 day of November, 2023.

21 Respectfully Submitted By:  
22   
23

24 **MARIA L. MILANO, ESQ.**  
25 Nevada Bar No. 7121  
26 **REZA ATHARI, MILLS & FINK, PLLC**  
27 A multijurisdictional law firm  
28 626 S. 9<sup>th</sup> Street  
Las Vegas, Nevada 89101  
Attorney for Plaintiff,  
**GEORGANN ACCOMANDO**



1 custody issues, support matters, adoptions, paternity issues,  
2 guardianships, and pre-nuptial agreements.

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

10  
11 The time and effort of the work this attorney has  
12 actually performed in this matter. A detailed billing summary is  
13 attached hereto as ordered by the Court as Annex "1".

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

17 Finally, each of these factors should be given consideration,  
18 and no one element should predominate or be given undue weight.  
19 *Miller vs. Wilfong, 121 Nev. 619, 119 P. 3d 727 (2005).*  
20

21 **6. NRS125.040, Disparity of the Parties' Incomes and Cadel**

22 **Factors**

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

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

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

1 (b) To provide temporary support for  
2 children of the parties; or

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

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

11 3. The court may make orders pursuant to this  
12 section concurrently with orders pursuant to NRS  
13 125C.0055.

14 (Emphasis supplied)

15 Throughout this litigation, Defendant has defied every order  
16 of this Court, has never complied with the rules of discovery, has  
17 never complied with the rules of civil procedure, filed numerous  
18 frivolous appeals, filed meritless bankruptcy cases which were  
19 dismissed, failed to relinquish possession of the property located  
20 at 8546 Procyon Street, Las Vegas, Nevada 89139. All of these  
21 contemptuous acts have caused the Plaintiff to incur legal fees  
22 that would have not been incurred if not for the Defendant's  
23 continuous obstructive, contemptuous acts.

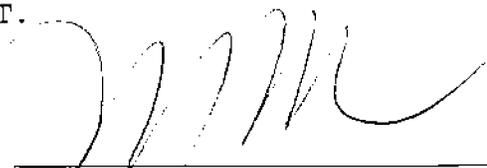
24 7. That Plaintiff's request for an award of attorney's fees  
25 are reasonable and substantiated by proof, as required in *Cadle*  
26 *Co. v. Woods & Erickson LLP*, 131 Nev. Adv. Op.15 (Mar. 26, 2015).

27 8. That I have read said Memorandum and hereby certify that  
28 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

1 this Affidavit as though fully set forth therein.

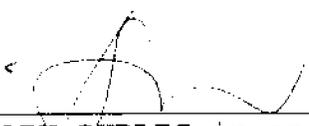
2 FURTHER, AFFIANT SAYETH NAUGHT.

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

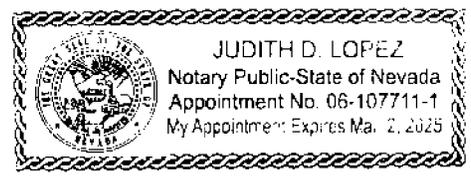


MARIA L. MILANO, ESQ.

SUBSCRIBED and SWORN to before me  
this \_\_\_\_\_ day of April, 2023.



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



# 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 I. MILANO\*\*  
 JAMES D. MILLS \*\*\*\*  
 LUTHER M. SNAVELY\*\*  
 ALIREZA TASHAKOR\*\*

OF COUNSEL:  
 RIANA A. DURRETT \*\*\*  
 ERIKA M MAYORQUIN\*  
 JEVON I. HATCHER

**Main office: Las Vegas, Nevada**  
 3365 Pepper Lane, Suite 102  
 Las Vegas, NV 89120  
 Telephone: (702) 727-7777  
 Fax: (702) 458-8508  
 Toll free: (800) 565-2030

**San Diego CA**  
 3444 Camino Del Rio North Ste 103  
 San Diego, CA 92108  
 Telephone: (619) 284-8811  
 Fax: (619) 284-8822

**Las Vegas, Nevada**  
 626 South 9<sup>th</sup> Street  
 Las Vegas, NV 89101  
 Telephone: (702) 727-7777  
 Fax: (702) 458-8508  
 Toll free: (800) 565-2030

**Salt Lake City, Utah**  
 Practice limited to Immigration law  
 525 W 5300 S, Suite 175  
 Murray, UT 84123  
 Telephone: (801) 537-7777  
 Fax: (801) 266-3464

**St. George, UT**  
 Practice limited to Immigration law  
 1036 East Red Hills Pkwy, Ste D St.  
 George, UT 84770  
 Telephone: (435) 656-1136  
 Fax: (435) 656-1145

E-mail: [RezaAthari@atharilaw.com](mailto:RezaAthari@atharilaw.com) OR [Attorneys@atharilaw.com](mailto:Attorneys@atharilaw.com)

\*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 2

November 29, 2023

Prepared for: Georgann Accomando  
 File No: 37148

<u>DATE</u>	<u>WORK PERFORMED</u>	<u>TIME</u>	<u>COST</u>
09/13/2023	In office meeting with client for (Milano) Signing and updating lien.	.33	\$ 115.50
09/19/2023	Drafted motion to enforce (Milano) Settlement.	1.50	\$ 525.00
09/21/2023	Scanned and e-filed motion.	.17	\$ 21.25
09/22/2023	Received notice of hearing From court. Made copies. Prepared certificate of service. Served motion and notice of Hearing on OP.	.25	\$ 31.25
09/27/2023	Telephone call with client regarding Court date. Sent copy of notice.	.17	\$ 21.25
11/14/2023	Sent hearing reminder letter to Client. Telephone call with client Regarding her hearing.	.17	\$ 21.25
10/11/2023	Telephone call with client (Milano) Regarding property.	.25	\$ 87.50
11/14/2023	Spoke with relator regarding (Milano) Property.	.10	\$ 35.00
11/29/2023	Attended hearing on motion (Milano) To enforce.	3.0	\$ 1,050.00
11/29/2023	Updated log notes and case log. Instructions to accounting.	.50	\$ 62.50

**For professional services rendered: \$ 1,970.50**

Itemized Bill Prepared on 07/27/2021 \$ 1,940.15  
 Itemized Bill Prepared on 08/27/2021 \$ 457.50

Itemized Bill Prepared on 10/20/2021	\$ 3,719.38
Itemized Bill Prepared on 01/11/2022	\$ 3,933.25
Itemized Bill Prepared on 02/22/2022	\$ 7,328.00
Itemized Bill Prepared on 03/23/2022	\$ 4,403.00
Itemized Bill Prepared on 05/02/2022	\$ 3,561.75
Itemized Bill prepared on 05/24/2022	\$ 107.00
Itemized Bill prepared on 06/15/2022	\$ 2,050.00
Itemized Bill prepared on 12/07/2022	\$ 6,132.75
Itemized Bill prepared on 01/06/2023	\$ 1,217.75
Itemized Bill prepared on 06/19/2023	\$ 3,494.00
Itemized Bill prepared on 11/29/2023	\$ 1,970.50

---

**Current Total Balance for Professional Services** **\$ 40,315.03**

**Hours Attorney worked on case: 103 hours and 17 minutes (103.28)**

**Hours Paralegal worked on case: 41 hours and 51 minutes (41.85)**

**Additional costs:**

Filing Fee	\$ 299.00
Service Fee	\$ 8.97
E-filings (80x\$3.50)	\$ 280.00
Runner Fees (\$73.00/\$49.60/\$50.00/\$185.00/\$155.00/\$175.00/ \$84.00/\$161.00/\$132.00, 89.00, 266.80)	\$ 1,420.40
11/16/2021 Overnight mail	\$ 35.00
07/25/2022 Filing Fee- Motion for Relief Stay	\$ 188.00

---

**Current Total Balance for Additional Charges** **\$ 2,231.37**

**Total Balance as 11/29/2023** **\$ 42,546.40**

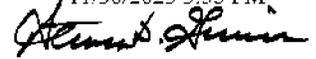
1 CERTIFICATE OF SERVICE

2 I HEREBY CERTIFY that, in accordance with Rule 5(b) of the  
3 Nevada Rules of Civil Procedure, on this \_\_\_\_th day of November,  
4 2023, I served a true and correct copy of the above PLAINTIFF'S  
5 MEMORANDUM OF FEES AND COSTS on the parties addressed as shown  
6 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 S. Procyon St.  
14 Las Vegas, Nevada 89139  
15 ningal1948@yahoo.com  
16 relay@lasvegasboxer.com  
17 marioa@rezenkowsky.com  
18 Defendant in Proper Person

19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
  
\_\_\_\_\_  
Employee of Reza Athari, Mills & Fink, PLLC



CLERK OF THE COURT

REZA ATHARI, MILLS & FINK, PLLC

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

**DISTRICT COURT, FAMILY DIVISION**

**CLARK COUNTY, NEVADA**

10	GEORGANN ROSE ACCOMANDO,	)	CASE NO.:	D-21-628915-D
11		)	DEPT. NO.:	0
11	Plaintiff,	)		
12		)		
12	vs.	)		
13		)		
13	MARIO ACCOMANDO,	)		
14		)		
14	Defendant,	)		
15		)		

**ORDER AFTER HEARING**

17 This case having come on for a hearing on November 29, 2023,  
 18 at 10:00 AM, Plaintiff, GEORGANN ROSE ACCOMANDO and her counsel,  
 19 MARIA L. MILANO, ESQ. of REZA ATHARI, MILLS & FINK, PLLC, appeared  
 20 in person. Defendant MARIO ACCOMANDO did not appear.

22 **NOW THEREFORE:** THE COURT NOTES that the case was called at 10:22 a.m.  
 with no appearance by Defendant.

23 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the  
 24 Plaintiff, GEORGANN ACCOMANDO shall be awarded the real property  
 25 located at 8546 S. Procyon Street, Las Vegas, Nevada 89139, as her  
 26 sole and separate property.

1 IT IS FURTHER ORDERED that any and all documents necessary to  
2 effectuate the transfer of the property located 8546 S. Procyon  
3 Street, Las Vegas, Nevada 89139, including, but not limited to,  
4 quitclaim deeds shall be executed pursuant to NRCP 70.

5 IT IS FURTHER ORDERED that Plaintiff, GEORGANN ACCOMANDO  
6 shall immediately list said property and maintain said property  
7 for sale.

8 IT IS FURTHER ORDERED that Defendant, MARIO ACCOMANDO shall  
9 be paid his share of the equity after all Court ordered monetary  
10 awards granted to Plaintiff, GEORGANN ACCOMANDO are deducted from  
11 Defendant, MARIO ACCOMANDO's share of the equity.

12 IT IS FURTHER ORDERED that Plaintiff shall be awarded  
13 attorney's fees and costs in the amount of \$ 1,970.50 .  
14 Attorney's fees and costs are reduced to judgment and are  
15 collectible by any legal means.  
16  
17  
18

Dated this 30th day of November, 2023

*Regina M. McConnell*

19  
20  
21 Respectfully Submitted by:

LS  
E84 F7B 2357 6F45  
Regina M. McConnell  
District Court Judge

22  
23 MARIA L. MILANO, ESQ.  
24 Nevada Bar # 7121  
25 REZA ATHARI, MILLS & FINK, PLLC  
26 626 S. 9<sup>th</sup> Street  
27 Las Vegas, NV 89101  
28 Attorney for Plaintiff,  
GEORGANN ACCOMANDO

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 O

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

15 Service Date: 11/30/2023

16 State Department statedepartment@atharilaw.com

17 Maria Milano mariamilano@atharilaw.com

18 Mario Accomando ninaa1948@yahoo.com

19 Mario Accomando relay@lasvegasboxer.com

20 Mario Accomando marioa@rezenkowsky.com

REZA ATHARI, MILLS & FINK, PLLC

1 **ORDR**  
2 **MARIA L. MILANO, ESQ.**  
3 Nevada Bar # 7121  
4 **REZA ATHARI, MILLS & FINK, 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**

<p>10 <b>GEORGANN ROSE ACCOMANDO,</b></p> <p>11 <b>Plaintiff,</b></p> <p>12 <b>vs.</b></p> <p>13 <b>MARIO ACCOMANDO,</b></p> <p>14 <b>Defendant,</b></p>	<p>)</p>	<p><b>CASE NO.: D-21-628915-D</b></p> <p><b>DEPT. NO.: 0</b></p>
----------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------	------------------------------------------------------------------

**AMENDED ORDER AFTER HEARING**

17  
18 This case having come on for a hearing on November 29, 2023,  
19 at 10:00 AM, Plaintiff, GEORGANN ROSE ACCOMANDO and her counsel,  
20 MARIA L. MILANO, ESQ. of REZA ATHARI, MILLS & FINK, PLLC, appeared  
21 in person. Defendant MARIO ACCOMANDO did not appear.

22 The Court Notes that the case was called at 10:22 am with no  
23 appearance by the Defendant.

**NOW THEREFORE:**

24  
25 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the  
26 Plaintiff, GEORGANN ACCOMANDO shall be awarded the real property  
27  
28

1 located at 8546 S. Procyon Street, Las Vegas, Nevada 89139, Parcel  
2 No. 177-217-302-010, as her sole and separate property.

3 **IT IS FURTHER ORDERED** that as the Defendant, MARIO ACCOMANDO,  
4 did not vacate the property located at 8546 S. Procyon Street, Las  
5 Vegas, Nevada as previously ordered by this Court in its order  
6 filed on March 7, 2023 (Page 5, Lines 10-13), that the any and all  
7 documents necessary to effectuate the transfer of One Hundred  
8 Percent (100%) ownership of the property located 8546 S. Procyon  
9 Street, Las Vegas, Nevada 89139, Parcel No. 177-217-302-010,  
10 including, but not limited to, a quitclaim deed, to the Plaintiff,  
11 GEORGANN ACCOMANDO, shall be executed by the Clerk of the Court  
12 pursuant to NRCP 70 on behalf of the Defendant, MARIO ACCOMANDO.  
13

14 **IT IS FURTHER ORDERED** that Plaintiff, GEORGANN ACCOMANDO  
15 shall immediately list said property and maintain said property  
16 for sale.  
17

18 **IT IS FURTHER ORDERED** that Defendant, MARIO ACCOMANDO shall  
19 be paid his share of the equity after all Court ordered monetary  
20 awards granted to Plaintiff, GEORGANN ACCOMANDO, are deducted from  
21 Defendant, MARIO ACCOMANDO's share of the equity.

22 **IT IS FURTHER ORDERED** that Plaintiff shall be awarded  
23 attorney's fees and costs in the amount of \$1,970.50. Attorney's

24 /////

25 /////

26 /////

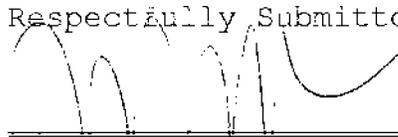
27  
28

1 fees and costs are reduced to judgment and are collectible by any  
2 legal means.

3  
4 Dated this 6th day of December, 2023

5 

6 Respectfully Submitted by:

7   
8  
9 **A9D B36 E6FC 7A49**  
**Regina M. McConnell**  
**District Court Judge**

LS

10 **MARIA L. MILANO, ESQ.**

11 Nevada Bar # 7121

12 **REZA ATHARI, MILLS & FINK, PLLC**

13 626 S. 9<sup>th</sup> Street

14 Las Vegas, NV 89101

15 Attorney for Plaintiff,

16 GEORGANN ACCOMANDO

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 O

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

15 Service Date: 12/6/2023

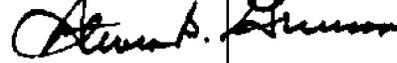
16 State Department statedepartment@atharilaw.com

17 Maria Milano mariamilano@atharilaw.com

18 Mario Accomando ninaa1948@yahoo.com

19 Mario Accomando relay@lasvegasboxer.com

20 Mario Accomando marioa@rezenkowsky.com



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**GEORGANN ACCOMANDO** Plaintiff      CASE NO.: D-21-628915-D  
vs.      DUPL NO.: 0  
**MARIO ACCOMANDO** Defendant

**NOTICE OF APPEAL**

Notice is hereby given that **MARIO ACCOMANDO**, Defendant, above named, hereby appeals to the Supreme Court of Nevada from the Order after Hearing (attached) entered in this action on the 6<sup>th</sup> day of December, 2023 and served upon Defendant on the 6<sup>th</sup> day of December, 2023 via U.S. Mail.

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

January 5<sup>th</sup> 2024

*Almond L. Linn*

CLERK OF THE COURT

1 ORDER  
2 MARIA L. MILANO, ESQ  
3 REZA ATHARI, MILLS & FINK, PLLC  
4 A multi-jurisdictional law firm  
5  
6  
7

DISTRICT COURT, FAMILY DIVISION  
CLARK COUNTY, NEVADA

10 GEORGANN ROSE ACCOMANDO, )  
11 Plaintiff, ) CASE NO.: D-21-628915-D  
12 vs. ) DEPT. NO.: 0  
13 MARIO ACCOMANDO, )  
14 Defendant, )

AMENDED ORDER AFTER HEARING

17  
18  
19  
20  
21  
22  
23

24 NOW THEREFORE:

25 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the

26  
27  
28

REZA ATHARI, MILLS & FINK, PLLC



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

... liable by any

Dated this 6th day of December, 2023

A9D B36 E6FC 7A49  
Regina M. McConnell  
District Court Judge

LS

MARIA M. MILANO, ESQ.

REZA BATHARI, M.D.

# AFFIDAVIT OF SERVICE

County of Nevada

State of Nevada

Date: 01/06 , 2024

**I. SERVER.** I, LM Runkowsky ("Server"), declare under penalty of perjury that the following documents were delivered and served in the following manner:

**II. DOCUMENTS.** The documents served are described as: Notice Of Appeal.

**III. RECIPIENT.** The above-mentioned documents were delivered to:

a.) Defendant/Respondent: Georgina Accornero ("Recipient")

b.) Address/Location: 937 Grand Rapids Ave, Las Vegas, NV 89179

c.) Date: October 18th, 2023 Time: 1:00  AM  PM

**IV. DELIVERY.** The Recipient received the documents by: (check one)

- **Mail.** The Server sent the documents in the mail by: (check all that apply)

- Standard Mail

- Electronic Mail (E-Mail)

- Certified Mail (with return receipt)

- FedEx

- UPS

- Other

- **Direct Service.** The Server handed the documents to a person identified as the Recipient.

- **Someone at the Residence.** The Server handed the documents to someone who identified as living at the residence and stated their name is:

- **Someone at the Workplace.** The Server handed the documents to someone who identified to be the Recipient's co-worker and stated their name is:

- **Leaving at the Residence.** The Server left the documents in the following area:

- **Recipient Rejected Delivery.** The Server delivered the documents to the Recipient in-person and did not accept delivery.

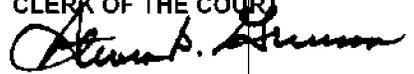
- **Other.** \_\_\_\_\_

**V. VERIFICATION.** I declare under penalty of perjury under the laws located in this State that the foregoing is true and correct.

Server's Signature: \_\_\_\_\_ Date: 01/06/24

Print Name: LM Runkowsky





1 ASTA

2

3

4

5

6

7

8

9

10 GEORGANN ROSE ACCOMANDO,

11 Plaintiff(s)

12 vs.

13 MARIO ACCOMANDO,

14 Defendant(s),

Case No: D-21-628915-D

Dept No: 0

11

12

13

14

15

16

17

### CASE APPEAL STATEMENT

18

1. Appellant(s): Mario Accomando

19

2. Judge: David Gibson

20

3. Appellant(s): Mario Accomando

21

Counsel:

22

Mario Accomando  
8546 Procyon St.  
Las Vegas, NV 89139

23

24

25

4. Respondent (s): Georgann Rose Accomando

26

Counsel:

27

Maria L. Milano, Esq.  
3655 Pepper Lane, Ste 102  
Las Vegas, NV 89120

28

- 1  
2 5. Appellant(s)'s Attorney Licensed in Nevada: N/A  
3 Permission Granted: N/A  
4 Respondent(s)'s Attorney Licensed in Nevada: Yes  
5 Permission Granted: N/A  
6  
7 6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No  
8  
9 7. Appellant Represented by Appointed Counsel On Appeal: N/A  
10  
11 8. Appellant Granted Leave to Proceed in Forma Pauperis: N/A  
12 Appellant Filed Application to Proceed in Forma Pauperis: No  
13 Date Application(s) filed: N/A  
14  
15 9. Date Commenced in District Court: June 11, 2021  
16  
17 10. Brief Description of the Nature of the Action: DOMESTIC - Marriage Dissolution  
18 Type of Judgment or Order Being Appealed: Misc. Order  
19  
20 11. Previous Appeal: Yes  
21 Supreme Court Docket Number(s): 83716, 84097, 84415, 85274, 86242  
22  
23 12. Case involves Child Custody and/or Visitation: Custody and Visitation  
24 Appeal involves Child Custody and/or Visitation: N/A  
25  
26 13. Possibility of Settlement: Unknown

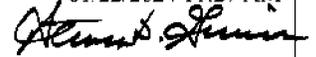
27 Dated This 9 day of January 2024.

28 Steven D. Grierson, Clerk of the Court

*/s/ Cierra Borum*

\_\_\_\_\_  
Cierra Borum, Deputy Clerk  
200 Lewis Ave  
PO Box 551601  
Las Vegas, Nevada 89155-1601  
(702) 671-0512

cc: Mario Accomando



CLERK OF THE COURT

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ORDR

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

GEORGANN ACCOMANDO,  
Plaintiff,

vs.

MARIO ACCOMANDO,  
Defendant.

Case No.: D-21-628915-D

Scheduled Hearing: January 22, 2024

**ORDER VACATING HEARING FOR LACK OF SERVICE**

THIS COURT FINDS the Defendant filed a *Motion to Settle* on November 28, 2023.

THIS COURT FINDS the Defendant attached a *Certificate of Service* to his *Motion*, which states that he mailed the *Motion* to Georgann Accomando.

THIS COURT FINDS the Defendant should have mailed his *Motion* to the Plaintiff's Attorney, Maria Milano, Esq.

THIS COURT FINDS even if the Plaintiff had ~~has~~ properly served the Plaintiff, the Court is unable to grant his request for a settlement conference. The Court will not schedule a settlement conference without the approval of both parties .

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Presently the *Motion* is set on the Court's Chamber Calendar as the *Motion* did not request oral argument. However, in his *Certificate of Service*, the Defendant alleges to have served his *Motion* on the Plaintiff by mailing it to the Plaintiff's instead of her retained attorney.

THE COURT FINDS that NRCP 5 (b)(1) requires that such pleadings be properly served upon the Plaintiff.

THE COURT ORDERS that, due to the lack of proper service, this court is unable to consider the Defendant's request, and the hearing presently set for January 22, 2024 shall be VACATED.

IT IS SO ORDERED .

Dated this 22nd day of January, 2024



dk

042 10F 3D72 D148  
Regina M. McConnell  
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 O

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: 1/22/2024

15 State Department statedepartment@atharilaw.com

16 Maria Milano mariamilano@atharilaw.com

17 Mario Accomando ninaa1948@yahoo.com

18 Mario Accomando relay@lasvegasboxer.com

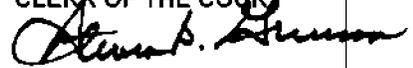
19 Mario Accomando marioa@rezenkowsky.com

20  
21  
22 If indicated below, a copy of the above mentioned filings were also served by mail  
23 via United States Postal Service, postage prepaid, to the parties listed below at their last  
known addresses on 1/23/2024

24 Lee Rezenkowsky 8546 Procyon Street  
25 Las Vegas, NV, 89139

NEO

Electronically Filed  
1/22/2024 1:58 PM  
Steven D. Grierson  
CLERK OF THE COURT



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\*\*\*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17

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

Case No: D-21-628915-D

Department O

**NOTICE OF ENTRY OF ORDER**

Please take notice that an ORDER VACATING HEARING FOR LACK OF SERVICE was entered in the foregoing action and the following is a true and correct copy thereof.

Dated: January 22, 2024

*/s/ Dayna Klingenberg*

\_\_\_\_\_  
Dayna Klingenberg  
Judicial Executive Assistant  
Department O

NEO

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17

**CERTIFICATE OF SERVICE**

I hereby certify that on the above file stamp date:

I provided, the foregoing NOTICE OF ENTRY OF ORDER to:

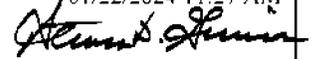
Maria L. Milano, Esq.  
[mariamilano@atharilaw.com](mailto:mariamilano@atharilaw.com)

Mario Accomando  
[ninaa1948@yahoo.com](mailto:ninaa1948@yahoo.com)  
[relay@lasvegasboxer.com](mailto:relay@lasvegasboxer.com)  
[marioa@rezenkowsky.com](mailto:marioa@rezenkowsky.com)

*/s/ Dayna Klingenberg*

---

Dayna Klingenberg  
Judicial Executive Assistant  
Department O



CLERK OF THE COURT

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ORDR

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

GEORGANN ACCOMANDO,  
Plaintiff,

vs.

MARIO ACCOMANDO,  
Defendant.

Case No.: D-21-628915-D

Scheduled Hearing: January 22, 2024

**ORDER VACATING HEARING FOR LACK OF SERVICE**

THIS COURT FINDS the Defendant filed a *Motion to Settle* on November 28, 2023.

THIS COURT FINDS the Defendant attached a *Certificate of Service* to his *Motion*, which states that he mailed the *Motion* to Georgann Accomando.

THIS COURT FINDS the Defendant should have mailed his *Motion* to the Plaintiff's Attorney, Maria Milano, Esq.

THIS COURT FINDS even if the Plaintiff had ~~has~~ properly served the Plaintiff, the Court is unable to grant his request for a settlement conference.

The Court will not schedule a settlement conference without the approval of both parties .

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Presently the *Motion* is set on the Court’s Chamber Calendar as the *Motion* did not request oral argument. However, in his *Certificate of Service*, the Defendant alleges to have served his *Motion* on the Plaintiff by mailing it to the Plaintiff’s instead of her retained attorney.

THE COURT FINDS that NRCP 5 (b)(1) requires that such pleadings be properly served upon the Plaintiff.

THE COURT ORDERS that, due to the lack of proper service, this court is unable to consider the Defendant’s request, and the hearing presently set for January 22, 2024 shall be VACATED.

IT IS SO ORDERED .

Dated this 22nd day of January, 2024



dk

042 10F 3D72 D148  
Regina M. McConnell  
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 O

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: 1/22/2024

15 State Department statedepartment@atharilaw.com

16 Maria Milano mariamilano@atharilaw.com

17 Mario Accomando ninaa1948@yahoo.com

18 Mario Accomando relay@lasvegasboxer.com

19 Mario Accomando marioa@rezenkowsky.com

20  
21  
22 If indicated below, a copy of the above mentioned filings were also served by mail  
23 via United States Postal Service, postage prepaid, to the parties listed below at their last  
known addresses on 1/23/2024

24 Lee Rezenkowsky 8546 Procyon Street  
25 Las Vegas, NV, 89139

**THIS SEALED  
DOCUMENT,  
NUMBERED PAGE(S)  
1546 - 1547  
WILL FOLLOW VIA  
U.S. MAIL**



Motion.

A copy of the Court's minute order shall be provided to Plaintiff's attorney and Defendant via e-mail, if an e-mail address is on record with the Court; if no e-mail address is available the minute order shall be mailed to the physical address of record.

CLERK'S NOTE: A copy of this minute order emailed to the parties/counsel. (kw 8/3/21)

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

PRINT DATE:	02/12/2024	Page 2 of 33	Minutes Date:	August 03, 2021
-------------	------------	--------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

September 14, 2021

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

**September 14, 2021      10:00 AM      All Pending Motions**

**HEARD BY:** Mastin, Amy M.

**COURTROOM:** Courtroom 04

**COURT CLERK:** Kendall Williams

**PARTIES:**

Georgann Accomando, Plaintiff, present	Maria Milano, Attorney, present
Lee Rezenkowsky, Witness, not present	Pro Se
Mario Accomando, Defendant, not present	Pro Se
Nina Accomando, Subject Minor, not present	

**JOURNAL ENTRIES**

- MOTION: MOTION FOR TEMPORARY AWARD OF INTERIM SPOUSAL SUPPORT AND FOR ATTORNEY'S FEES... CASE MANAGEMENT CONFERENCE... RETURN HEARING: FMC

Plaintiff and Ms. Milano present via VIDEO CONFERENCE through the Bluejeans application.

Court reviewed the case. Court noted Defendant not present. Court further noted Defendant's Motions recently filed, to continue the matter, which were not served upon Plaintiff's counsel.

Ms. Milano stated concerns with Defendant not complying with any of the court's orders. Ms. Milano advised Plaintiff is in dire need of interim financial support. Ms. Milano stated the parties have a rental property, which the rent is \$1,300.00 per month. Ms. Milano requested the rental income be paid directly to Plaintiff.

PRINT DATE:	02/12/2024	Page 3 of 33	Minutes Date:	August 03, 2021
-------------	------------	--------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

Court noted Defendant's refusal to participate, failure to respond to Plaintiff's motion and file his financial disclosure form. Court advised inclined to assume Defendant agrees with the motion.

Ms. Milano further requested attorney's fees. Ms. Milano advised the parties have multiple properties and requested the sale of properties to pay attorney's fees.

Ms. Milano further requested temporary visitation. Court stated concerns with the requested relief not being before the court.

Discussion regarding setting the matter for trial.

COURT ORDERED the following;

Plaintiff's Motion shall be GRANTED;

Plaintiff shall receive \$1,000.00 per month in temporary support;

Should there be no contract barring or precluding Plaintiff receiving the payment, Plaintiff shall receive the rental income from the property located at 9607 Lane Horse Drive. The tenant shall pay the rent to Plaintiff directly. Plaintiff shall keep track of the excess money received from the rental income;

Ms. Milano shall submit a Memorandum of Fees and costs, with Brunzell factors, as it pertains to today's Motion;

Matter set for a PRE-TRIAL CONFERENCE on November 16, 2021 at 1:30 pm.

Ms. Milano shall prepare the Order from today's hearing.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

PRINT DATE:	02/12/2024	Page 4 of 33	Minutes Date:	August 03, 2021
-------------	------------	--------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

October 12, 2021

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

**October 12, 2021      4:00 PM      Minute Order**

**HEARD BY:** Mastin, Amy M.

**COURTROOM:** Chambers

**COURT CLERK:** Kendall Williams

**PARTIES:**

Georgann Accomando, Plaintiff, not present	Maria Milano, Attorney, not present
Lee Rezenkowsky, Witness, not present	Pro Se
Mario Accomando, Defendant, not present	Pro Se
Nina Accomando, Subject Minor, not present	

**JOURNAL ENTRIES**

- MINUTE ORDER- NO HEARING HELD AND NO APPEARANCES

NRCP 1 and EDCR 1.10 state the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action.

COURT FINDS there are presently four matters calendared in the above-entitled case: Defendant s Motion to Determine Mental Health of Plaintiff, filed August 16, 2021, set for decision in chambers October 15, 2021; Defendant s Motion to Continue Hearing, filed September 13, 2021, set for decision in chambers November 12, 2021; the Pre-Trial Conference, set by the Court for November 16, 2021 and 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, filed October 8, 2021 and set for hearing November 30, 2021.

PRINT DATE:	02/12/2024	Page 5 of 33	Minutes Date:	August 03, 2021
-------------	------------	--------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

COURT FINDS as to Defendant s Motion to Determine Mental Health of Plaintiff, there is no proof of service of the Motion on Plaintiff. COURT FURTHER FINDS the Motion was not signed by Defendant, nor was the Verification signed. COURT FURTHER FINDS it appears from the content of the Motion that Defendant is seeking relief from this Court pursuant to NRS Chapter 433A.200, which allows for certain individuals to petition the Court to Order the involuntary admission of others to outpatient mental health services or inpatient facilities under certain, very limited circumstances. COURT FURTHER FINDS this is a cause of action that stands alone and would not be considered by this Court within a divorce proceeding. THEREFORE, COURT ORDERS this Motion is vacated from the Court s October 15, 2021 chambers calendar.

COURT FINDS as to the Motion to Continue Hearing, there is no proof of service of the Motion on Plaintiff. COURT FURTHER FINDS the Motion seeks to continue a hearing that was set for September 14, 2021 on Plaintiff s Motion for Award of Interim Spousal Support and for Attorney s Fees. COURT FURTHER FINDS the hearing set for September 14, 2021 was heard and adjudicated in Defendant s absence due to his failure to timely respond to Plaintiff s Motion that was properly served on him July 29, 2021. THEREFORE, COURT ORDERS this Motion is vacated from the Court s November 12, 2021 chambers calendar as moot.

COURT FINDS as to the October 8, 2021 Motion for Order to Show Cause, to the extent the motion seeks to address Defendant s failure to comply with NRCP 16.2 mandatory disclosure requirements, that requested relief must first be brought before the Discovery Commissioner pursuant to NRCP 16.2(k). COURT FINDS to the extent the Motion seeks to enforce this Court s order for interim spousal support, for purposes of judicial economy, the matter will be heard at the same time as the Pre-Trial Conference, November 16, 2021. THEREFORE, COURT ORDERS the Motion currently set for November 30, 2021 shall be re-set to the time of the parties Pre-Trial Conference, November 16, 2021 at 1:30 p.m. COURT FURTHER ORDERS any discovery related issues, i.e., failure to comply with mandatory disclosure requirements, shall first be brought before the Discovery Commissioner for Report and Recommendations.

A copy of the Court s minute order shall be provided to Plaintiff s attorney and Defendant via e-mail, if an e-mail address is on record with the Court; if no e-mail address is available, the minute order shall be mailed to the physical address of record.

CLERK'S NOTE: A copy of this minute order provided to the parties/counsel electronically. (kw 10/12/21)

**INTERIM CONDITIONS:**

PRINT DATE:	02/12/2024	Page 6 of 33	Minutes Date:	August 03, 2021
-------------	------------	--------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

**FUTURE HEARINGS:**

PRINT DATE:	02/12/2024	Page 7 of 33	Minutes Date:	August 03, 2021
-------------	------------	--------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

November 16, 2021

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

**November 16, 2021      1:30 PM      All Pending Motions**

**HEARD BY:** Mastin, Amy M.

**COURTROOM:** Courtroom 04

**COURT CLERK:** Kendall Williams

**PARTIES:**

Georgann Accomando, Plaintiff, present	Maria Milano, Attorney, present
Lee Rezenkowsky, Witness, not present	Pro Se
Mario Accomando, Defendant, not present	Pro Se
Nina Accomando, Subject Minor, not present	

**JOURNAL ENTRIES**

- PRE TRIAL CONFERENCE...MOTION: 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

All parties present via VIDEO CONFERENCE through the Bluejeans application.

Court noted Defendant's failure to appear for today's hearing. Court further noted Defendant's continued lack of compliance in the proceedings. Court further noted Defendant's appeal. Ms. Milano advised there is also a Motion pending in front of the Discovery Commissioner. Court further noted Plaintiff's request for an Order to Show Cause for Defendant's failure to pay spousal support.

PRINT DATE:	02/12/2024	Page 8 of 33	Minutes Date:	August 03, 2021
-------------	------------	--------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

COURT ORDERED the following;

Ms. Milano shall submit a Memorandum of Fees and Costs, from the September 14, 2021 hearing, with Brunzell factors;

Attorney's fees shall be DEFERRED to the Order to Show Cause hearing;

An Order to Show Cause shall be GRANTED for Defendant's for contempt. Matter set for January 13, 2022 at 1:30 PM. Matter shall be conducted via VIDEO CONFERENCE;

Matter set for a NON-JURY TRIAL on February 9, 2022 at 9:00 AM. Department M shall prepare and Issue a Trial Management Order;

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:** Jan 13, 2022 1:30PM Order to Show Cause  
Courtroom 04 Mastin, Amy M.

Feb 09, 2022 9:00AM Non-Jury Trial  
Courtroom 04 Mastin, Amy M.

PRINT DATE:	02/12/2024	Page 9 of 33	Minutes Date:	August 03, 2021
-------------	------------	--------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint****COURT MINUTES**

November 23, 2021

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

**November 23, 2021**      **1:30 PM**      **Minute Order**

**HEARD BY:** Mastin, Amy M.**COURTROOM:** Chambers**COURT CLERK:** Sierra Stepp**PARTIES:**

Georgann Accomando, Plaintiff, not present	Maria Milano, Attorney, not present
Lee Rezenkowsky, Witness, not present	Pro Se
Mario Accomando, Defendant, not present	Pro Se
Nina Accomando, Subject Minor, not present	

**JOURNAL ENTRIES**

- The court has considered 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 ( motion ). Defendant has failed to file a timely opposition to the Motion to Compel. Pursuant to EDCR 5.503, Defendant is deemed to admit that the Motion to Compel is meritorious and to have consented to the court granting the same. The Motion is therefore Granted. All discovery requested by the Motion is compelled and will be provided by defendant on or before December 10, 2021. All objections except as to privilege are waived. A negative inference will automatically issue for any and all disclosures required by NRCP 16.2 that are not disclosed by Defendant by December 10, 2021 would not have supported Defendant s position in this matter. The District Court will determine the exact wording of the inference at the time of trial in the matter.

Plaintiff s request for fees is preliminarily granted under Rule 37(a)(5), subject to proof. Plaintiff may

PRINT DATE:	02/12/2024	Page 10 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

file a supplemental memorandum of fees and costs, including the Brunzell factors, disparity in income, and following *Cadle v. Woods Erickson*. ALL FACTS, INCLUDING THOSE REGARDING THE BRUNZELL FACTORS, MUST BE INCLUDED IN A SEPARATE AFFIDAVIT. Plaintiff may submit a redacted timesheet seeking fees for time spent attempting to resolve the dispute which is the subject of the Motion to Compel, drafting pleadings (including supplemental pleadings) and a proposed DCRR. Plaintiff's supplemental pleading is due November 29, 2021. An untimely memorandum will not be considered. Defendant may respond to the memorandum of fees and costs on or before December 6, 2021.

Plaintiff will submit a single report and recommendation on or before December 10, 2021 regarding both the Motion to Compel and the request for fees. As to the request for fees portion of the DCRR, Plaintiff will use the form DCRR regarding attorney fee awards found at <http://www.clarkcountycourts.us/departments/discovery/>. The court will set a status hearing on December 15, 2021 at 1:30 to determine if the report and recommendation has been submitted. The hearing presently set for December 1, 2021 at 1:00 PM is hereby vacated.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:** Jan 13, 2022 1:30PM Order to Show Cause  
Courtroom 04 Mastin, Amy M.

Feb 09, 2022 9:00AM Non-Jury Trial  
Courtroom 04 Mastin, Amy M.

PRINT DATE:	02/12/2024	Page 11 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

January 13, 2022

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

**January 13, 2022      1:30 PM      Order to Show Cause**

**HEARD BY:** Mastin, Amy M.

**COURTROOM:** Courtroom 04

**COURT CLERK:** Kendall Williams

**PARTIES:**

Georgann Accomando, Plaintiff, present	Maria Milano, Attorney, present
Lee Rezenkowsky, Witness, not present	Pro Se
Mario Accomando, Defendant, present	Pro Se
Nina Accomando, Subject Minor, not present	

**JOURNAL ENTRIES**

- ORDER TO SHOW CAUSE

All parties present via VIDEO/TELEPHONE CONFERENCE through the Bluejeans application.

Court reviewed the case and noted Defendant's failure to comply with the court's orders, which caused the matter to be set for today's Order to Show Cause.

Plaintiff and Defendant SWORN and TESTIFIED. Defendant CANVASSED by the Court as to his failure to comply with his spousal support obligation.

Ms. Milano stated concerns with Defendant's lack of intent to comply with the court's orders and requested his Answer be stricken. Defendant requested the parties be sent to mediation to work out any issues.

PRINT DATE:	02/12/2024	Page 12 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

Court noted the parties have an upcoming trial set in February.

COURT ORDERED the following;

1. Defendant's shall be held in CONTEMPT for failure to comply with his court ordered spousal support obligation. Any penalties shall be STAYED pending his compliance with the court's orders;
2. Defendant shall make two (2) payments of \$1,000.00, by money order, to Ms. Milano's office, located at 3365 Pepper Lane, Suite 102, Las Vegas, NV 89120. The first payment shall be due by January 24, 2022 and the second shall be due prior to February 9, 2022;
3. Ms. Milano shall prepare the Order from today's hearing.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

PRINT DATE:	02/12/2024	Page 13 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

February 09, 2022

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

**February 09, 2022    9:00 AM            Non-Jury Trial**

**HEARD BY:** Mastin, Amy M.

**COURTROOM:** Courtroom 04

**COURT CLERK:** Kendall Williams

**PARTIES:**

Georgann Accomando, Plaintiff, present	Maria Milano, Attorney, present
Lee Rezenkowsky, Witness, not present	Pro Se
Mario Accomando, Defendant, not present	Pro Se
Nina Accomando, Subject Minor, not present	

**JOURNAL ENTRIES**

**- NON-JURY TRIAL**

Court noted Defendant's appeal on file and advised the matter will need to be taken off calendar pending the decision from the supreme court.

COURT ORDERED the matter taken OFF CALENDAR. Matter shall be reset upon decision of the Appeal by the Supreme Court.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**    Feb 28, 2022 7:00AM Motion  
Motion For Mediation

PRINT DATE:	02/12/2024	Page 14 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

Chambers Mastin, Amy M.

PRINT DATE:	02/12/2024	Page 15 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

February 28, 2022

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

**February 28, 2022    7:00 AM            Motion**

**HEARD BY:** Mastin, Amy M.

**COURTROOM:** Chambers

**COURT CLERK:** Kendall Williams

**PARTIES:**

Georgann Accomando, Plaintiff, not present	Maria Milano, Attorney, not present
Lee Rezenkowsky, Witness, not present	Pro Se
Mario Accomando, Defendant, not present	Pro Se
Nina Accomando, Subject Minor, not present	

**JOURNAL ENTRIES**

- MINUTE ORDER- NO HEARING HELD AND NO APPEARANCES

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

EDCR 5.206(b) states that a copy of any documents filed MUST be served on all other parties to an action within 3 days of submission for filing.

**COURT FINDS:**

1. On January 12, 2022, Defendant filed a Motion to Enter Mediation (Motion);
2. The Motion was set for a decision without a hearing on February 28, 2022, in chambers; and
3. To date, Defendant has failed to file proof that the Motion has been served on Plaintiff s attorney.

PRINT DATE:	02/12/2024	Page 16 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

Therefore, due to the service defect, COURT ORDERS the hearing scheduled for February 28, 2022 is OFF CALENDAR.

COURT NOTES, this matter is set for an in-person Trial on March 7, 2022 at 9:00 a.m.

A copy of the Court's minute order shall be provided to Defendant via email.

CLERK'S NOTE: A copy of this minute order provided to the parties/counsel electronically. (kw 3/2/22)

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

PRINT DATE:	02/12/2024	Page 17 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

March 07, 2022

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

**March 07, 2022      9:00 AM      Non-Jury Trial**

**HEARD BY:** Mastin, Amy M.

**COURTROOM:** Courtroom 04

**COURT CLERK:** Blanca Madrigal

**PARTIES:**

Georgann Accomando, Plaintiff, present	Maria Milano, Attorney, present
Lee Rezenkowsky, Witness, not present	Pro Se
Mario Accomando, Defendant, present	Pro Se
Nina Accomando, Subject Minor, not present	

**JOURNAL ENTRIES**

**- NON-JURY TRIAL**

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.

Plaintiff and Defendant swore and testified.

Opening statements presented by the Defendant. Ms. Milano waived opening statements.

Testimony and evidence presented; see worksheets.

PRINT DATE:	02/12/2024	Page 18 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

Closing arguments.

COURT-ORDERED:

- 1) Based on the best interest standard, Plaintiff and Defendant shall have JOINT LEGAL and JOINT PHYSICAL CUSTODY of the minor child, Nina Rose Accomando;
- 2) Nina shall have TEENAGE DISCRETION as to her contact with both parents;
- 3) Defendant ADMONISHED not to disparage Plaintiff to Nina. Defendant instructed to affirmatively positive in his discussion regarding Plaintiff and encourage Nina to spend time with Plaintiff and foster their relationship. If the Defendant fails to follow this Order, the Court may be inclined to modify custody to the Plaintiff;
- 4) According to the parties' similar incomes, child support will not be ordered at this time;
- 5) The Arizona properties shall be listed for sale within the next 60 days. Plaintiff will choose the Realtor, and the Realtor will determine the fair market value of the properties and list them accordingly. Defendant instructed to fully cooperate and participate with the listings and sale of the properties. If the Defendant fails, the Court will find Defendant in contempt and sanction attorney's fees;
- 6) If the balloon payment on the mortgages defaults, both parties shall be equally responsible for one-half of the debt as tenants in common;
- 7) Defendant shall pay Plaintiff one-half of the lease/rental income received from this date, 3/07/2022, and forward. Defendant shall no longer accept cash payments from his tenants and show proof of rental income received;
- 8) Defendant owes Plaintiff one-half of the lease/rental income received for the last two (2) years. Defendant directed to prepare an accounting for the rent received and owed from the tenants for the last two (2) years and provide a copy to Plaintiff's counsel. Plaintiff is entitled to one half of the amount, and said funds shall be REDUCED TO JUDGMENT against the Defendant;
- 9) The marital residence shall be listed for sale within sixty (60) days. Plaintiff will choose the Realtor, and the Realtor will determine the property's fair market value and list accordingly. Defendant does not have a lease with the renter; therefore, there shall be no interference with the sale. Defendant shall not receive cash payments from the renter and shall provide proof of the amounts received. Defendant shall pay one-half of the rent income from the residence to Plaintiff pending close of escrow;

PRINT DATE:	02/12/2024	Page 19 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

10) Plaintiff's counsel shall include in the final order an alimony analysis. The Court will award a lump sum amount of alimony to Plaintiff. Ms. Milano shall leave a blank in the order for the Court to enter an amount. Plaintiff and Defendant informed that rental income is a division of community property and will not be considered as a part of alimony;

11) The car is valued at \$15,000.00. Plaintiff shall receive one half of the value of \$7,500.00;

12) Defendant did not dispute the value of the community property and did not dispute Plaintiff's request to her personal property, to include the John Wayne photograph and furniture and furnishings as requested. Plaintiff shall retrieve all items within thirty (30) days of establishing residence. However, Plaintiff may retrieve the photograph immediately;

13) Based on Defendant's failure to comply with EDCR 7.6, EDCR 16.2, failure to comply with discovery and the Trial Management Order, and failure to participate with this litigation, Defendant shall pay the Plaintiff ATTORNEY'S FEES. The Court directed counsel to submit a Brunzell Affidavit and Memorandum of Fees and Costs leaving a blank in order for the Court to enter an amount;

14) Nina's account is community property. As of today's date, 3/07/2022, the account balance shall be equally divided, and Plaintiff shall receive her one-half balance within thirty (30) days. Defendant shall provide a copy of the bank statement to Plaintiff's counsel. The Court shall accept Defendant's testimony of \$65,000.00 in the account and \$23,400.00 of prepaid tuition;

15) The prepaid tuition shall remain in Nina's name, and the parties shall be joint owners. If Nina does not go to college, the amount will be equally reverted to the parties;

16) There are no community debts to divide;

17) Plaintiff shall keep the wedding ring. Plaintiff's maiden name shall be RESTORED;

18) DIVORCE GRANTED. Ms. Milano shall prepare the proposed findings and conclusions of law and include the cost of said findings as a part of the attorney's fees award. Ms. Milano shall have thirty (30) days to prepare the Decree and submit it to Defendant for review and signature. Upon receipt, Defendant shall have ten (10) days to review..

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

PRINT DATE:	02/12/2024	Page 20 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

PRINT DATE:	02/12/2024	Page 21 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

September 20, 2022

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

**September 20, 2022      12:30 AM      Minute Order**

**HEARD BY:** Hardcastle, Kathy

**COURTROOM:** Chambers

**COURT CLERK:** Sheila Bourne

**PARTIES:**

Georgann Accomando, Plaintiff, not present	Maria Milano, Attorney, not present
Lee Rezenkowsky, Witness, not present	Pro Se
Mario Accomando, Defendant, not present	Pro Se
Nina Accomando, Subject Minor, not present	

**JOURNAL ENTRIES**

- MINUTE ORDER - NO HEARING HELD

THIS MATTER having come before the Court on Defendant s Peremptory Challenge and the Notice of Department Reassignment reassigning the case from Department M to Department A that was filed on September 19, 2022, and September 20, 2022, respectively.

COURT FINDS that pursuant to NRCPC 1 and EDCR 1.10, the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action.

COURT FURTHER FINDS that Judge Amy Mastin, Department M, heard this case on September 14, 2021, November 16, 2021, January 13, 2022, February 9, 2022, and March 7, 2022.

The Court in Department M further made orders on September 30, 2021, November 19, 2021,

PRINT DATE:	02/12/2024	Page 22 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

November 23, 2021, December 22, 2021, October 12, 2021, January 31, 2022, February 9, 2022, March 7, 2022, April 18, 2022, June 29, 2022, and September 7, 2022.

COURT FURTHER FINDS that a Decree of Divorce and Notice of Entry of Decree was filed on June 29, 2022, and July 6, 2022, respectively. The case was closed on June 29, 2022.

COURT FURTHER FINDS that Plaintiff filed Peremptory Challenge on April 20, 2022, and was reassigned to Department T. Department T subsequently found that Defendant s Peremptory Challenge to be defective pursuant to SCR 48.1(1), SCR 48.1(3)(a), and SCR 48.1(5) because Judge Mastin issued several rulings on numerous contested matters. Since Judge Mastin had already ruled on this matter at numerous prior hearing and per numerous prior Orders, the matter was returned to Department M.

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

1. In any civil action pending in a district court, which has not been appealed from a lower court, each side is entitled, as a matter of right, to one change of judge by peremptory challenge. Each action or proceeding, whether single or consolidated, shall be treated as having only two sides. A party wishing to exercise the right to change of judge shall file a pleading entitled Peremptory Challenge of Judge. The notice may be signed by a party or by an attorney, it shall state the name 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.

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

- a. Within 10 days after notification to the parties of a trial or hearing date; or
- b. Not less than 3 days before the date set for the hearing of any contested pretrial matter, whichever occurs first.

5. A notice of peremptory challenge may not be filed against any judge who has made any ruling on a contested matter or commenced hearing any contested matter in the action. Except as otherwise provided in subsection 8, a peremptory challenge may not be 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.

COURT FURTHER FINDS that because the Defendant in this matter already filed a peremptory challenge on April 20, 2022, no party on Defendant s side of the action may file a separate challenge pursuant to SCR 48.1(1).

THIS COURT FURTHER FINDS that because Order Shortening Time filed on September 7, 2022 set

PRINT DATE:	02/12/2024	Page 23 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

the hearing on Plaintiff s Motion for an Order to Show Cause Regarding Contempt to September 22, 2022, that the parties had notice on September 7, 2022, that the hearing date was set to September 22, 2022.

THIS COURT FURTHER FINDS that Defendant filed his peremptory challenge on September 19, 2022, which was more than 10 days after he received notice that the hearing date was set to September 22, 2022. Since the peremptory challenge was filed more than 10 days after notice was given of the September 22, 2022 hearing date, the peremptory challenge was not allowed to be filed against Judge Mastin pursuant to SCR 48.1(3)(a).

THIS COURT FURTHER FINDS that this case was already heard by Judge Mastin, and that Judge Mastin made multiple orders in the case. Pursuant to SCR 48.1(5), the peremptory challenge was not allowed to be filed against Judge Mastin.

NOW, THEREFORE, COURT ORDERS that case D-21-628915-D and all of its related cases are reassigned to Department M.

COURT FURTHER ORDERS that upon the Clerk s Office being notified of the reassignment, the Clerk s Office will be responsible for reassigning the cases to Department M.

COURT FURTHER ORDERS that the Court s Clerk shall provide a copy of this Minute Order to the parties.

CLERK S NOTE: A copy of the Minute Order was distributed accordingly via E-Mail. (SB\_9.20.22)

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

PRINT DATE:	02/12/2024	Page 24 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

October 04, 2022

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

**October 04, 2022      8:00 AM      Minute Order**

**HEARD BY:** Mastin, Amy M.

**COURTROOM:** Chambers

**COURT CLERK:** Kendall Williams

**PARTIES:**

Georgann Accomando, Plaintiff, not present	Maria Milano, Attorney, not present
Lee Rezenkowsky, Witness, not present	Pro Se
Mario Accomando, Defendant, not present	Pro Se
Nina Accomando, Subject Minor, not present	

**JOURNAL ENTRIES**

- MINUTE ORDER- NO HEARING HELD AND NO APPEARANCES

NRCP 1 and EDCR 1.10 state the procedures in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action.

This matter is set for hearing before the Court October 4, 2022, on the 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 filed by Plaintiff, Georgann Rose Accomando (Georgann), against Defendant, Mario Accomando (Mario).

COURT FINDS on August 29, 2022, Georgann filed a 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. COURT FINDS on October 3, 2022, Mario filed a Notice alleging that he has filed for Chapter 13 bankruptcy protection and that the present action for enforcement is, therefore,

PRINT DATE:	02/12/2024	Page 25 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

automatically stayed.

COURT FINDS as a result of Mario s bankruptcy filing, this Court is automatically stayed from proceeding on Georgann s request for enforcement of the parties' 2022 Decree of Divorce pursuant to 11 USCS sec. 362(a). THEREFORE, IT IS HEREBY ORDERED the hearing set for October 4, 2022, is off calendar pending further proceedings in the bankruptcy court. IT IS FURTHER ORDERED Georgann may re-notice her motion upon the automatic stay being lifted.

IT IS FURTHER ORDERED that the hearing on October 4, 2022, shall be vacated and the case shall be closed.

A copy of the Court s minute order shall be provided to Plaintiff s attorney and Defendant via e-mail, if an e-mail address is on record with the Court; if no e-mail address is available, the minute order shall be mailed to the physical address of record.

CLERK'S NOTE: A copy of this Minute Order was e-mailed to the parties at the e-mail address on file with the Court; if no e-mail address was available, the minute order was mailed to the physical address of record. (kw 10/4/22)

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

PRINT DATE:	02/12/2024	Page 26 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**



Court noted Mr. Accomando did not file an opposition to Plaintiff's motion for an order to show cause, nor has he filed an updated FDF. Court advised all parties that the Court would be moving forward on the OSC on criminal contempt.

Defendant stated his GMI is around \$1050 per month and that he could obtain his own Attorney. Defendant further said he was able to convey the properties as he has Power Of Attorney.

Court noted the conveyance took place after the

Court finds that it does not need to make a finding of contempt for issuance of NRCP 70 relief.

**COURT ORDERED,**

The Court shall set a Status Check for February 23, 2023, at 10:00 AM for the Court to address the Defendant's compliance with the Court's order and his ability to obtain counsel. (All parties shall appear in person for all future hearings.)

Mr. Accomando shall have twenty days from today's date to file an opposition to Plaintiff's motion.

The Court shall defer its decision to declare Mr. Accomando, a vexatious litigant until the return hearing.

The Court shall defer all other related relief.

The Clerk of Court shall execute any/all documents that transfer the properties back to Mrs. Accomando/Plaintiff, whether by Deed or Quitclaim.

Attorney Milano shall prepare an order from today's hearing and the deeds/quitclaims that reconvey the properties back to Mrs. Accomando/Plaintiff and submit the order to the Court for signature. Attorney Milano shall submit the documents to the Clerk of the Court for signature.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:** Feb 23, 2023 10:00AM Status Check  
Compliance of Court's order & Defendant's ability to obtain counsel.  
Courtroom 04 Gibson, David, Jr.

PRINT DATE:	02/12/2024	Page 28 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

February 23, 2023

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

**February 23, 2023    10:00 AM            Status Check**

**HEARD BY:** Gibson, David, Jr.

**COURTROOM:** Courtroom 04

**COURT CLERK:** Nicole Hutcherson

**PARTIES:**

Georgann Accomando, Plaintiff, present	Maria Milano, Attorney, present
Lee Rezenkowsky, Witness, not present	Pro Se
Mario Accomando, Defendant, not present	Pro Se
Nina Accomando, Subject Minor, not present	

**JOURNAL ENTRIES**

- Plaintiff and Attorney Maria Milano were present IN PERSON.

COURT NOTED the case history.

Attorney Milano stated Plaintiff is also in need of the listing and sale documents signed.

Plaintiff sworn and canvassed.

COURT ORDERED the following:

1. Defendant's EX PARTE MOTION for CONTINUANCE shall be DENIED.
2. Plaintiff's MOTION for ORDER TO SHOW CAUSE against Defendant shall be GRANTED.

PRINT DATE:	02/12/2024	Page 29 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

3. Plaintiff's REQUEST for EXCLUSIVE POSSESSION shall be GRANTED. Plaintiff shall have the authority to proceed with the sale of the home.
4. Regarding Allegation 1 as listed in the Order To Show Cause, Defendant is FOUND in CONTEMPT and is ordered to pay a fine of \$500.00.
5. Regarding Allegation 2 as listed in the Order To Show Cause, Defendant is FOUND in CONTEMPT and is ordered to pay a fine of \$500.00. Defendant shall pay one half of the account balance in the amount of \$66,327.35. Plaintiff shall have the ability to obtain bank records for this account.
6. Regarding Allegation 3 as listed in the Order To Show Cause, Defendant is FOUND in CONTEMPT and is ordered to pay a fine of \$500.00.
7. Regarding Allegation 4 as listed in the Order To Show Cause, Defendant is FOUND in CONTEMPT and is ordered to pay a fine of \$500.00. Plaintiff shall be entitled to a total of \$18,546.00.
8. Regarding Allegation 5 as listed in the Order To Show Cause, Defendant is FOUND in CONTEMPT and is ordered to pay a fine of \$500.00.
9. Regarding Allegation 6 as listed in the Order To Show Cause, Defendant is FOUND in CONTEMPT and is ordered to pay a fine of \$500.00 for each of the ten (10) properties, for a total of \$5,000.00.
10. All amounts shall be REDUCED to JUDGEMENT; collectable by any legal means bearing the legal rate of interest until paid in full. All amounts shall be levied against any of Defendant's sale proceeds.
11. Pursuant to NRS 18.010, Plaintiff's request for ATTORNEY'S FEES is GRANTED. The Court directed counsel to submit a Brunzell Affidavit and Memorandum of Fees and Costs leaving a blank in the order for the Court to enter an amount. Said amount shall be REDUCED to JUDGEMENT; collectable by any legal means bearing the legal rate of interest until paid in full.
12. All Defendant's SALE PROCEEDS shall be held until he provides all bank account information for the child's bank account.
13. Plaintiff's REQUEST for the Clerk of the Court to sign any/all DOCUMENTS needed for the listing, sale and conveyance of the properties listed in the decree shall be GRANTED.

Attorney Milano shall prepare the order; CASE CLOSED upon entry of the same.

PRINT DATE:	02/12/2024	Page 30 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:** Feb 23, 2023 10:00AM Status Check  
Compliance of Court's order & Defendant's ability to obtain counsel.  
Courtroom 04 Gibson, David, Jr.

PRINT DATE:	02/12/2024	Page 31 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**



COURT reviewed the history of the matter and the sanctions that have been entered against the Defendant.

COURT FINDS, the matter was set for 10AM. The matter was called at 10:21 AM and there has been no appearance either in person or via video conference by the Defendant. COURT FURTHER FINDS that service was proper and that the Defendant filed an opposition. The Defendant was aware of today's hearing.

COURT ORDERED:

MOTION GRANTED. The Plaintiff is AWARDED the property known as 8546 Procyon St., Las Vegas, NV, 89139, as her SOLE and SEPARATE PROPERTY and that shall be immediately transferred to her. The Attorney and/or the Clerk of the Court are to execute the documents necessary for the transfer of the property to Plaintiff. Upon the sale of the home, Plaintiff is entitled to any funds owed to her from the proceeds of the sale. Request for Attorney Fees are GRANTED.

Atty. Milano to prepare the Order.

Clerk's note: Minutes completed via JAVS by L. Hillhouse

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

PRINT DATE:	02/12/2024	Page 33 of 33	Minutes Date:	August 03, 2021
-------------	------------	---------------	---------------	-----------------

**Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.**

# Certification of Copy and Transmittal of Record

State of Nevada }  
County of Clark } SS:

Pursuant to the Supreme Court order dated January 31, 2024, I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, do hereby certify that the foregoing is a true, full and correct copy of the complete trial court record for the case referenced below. The record comprises seven volumes with pages numbered 1 through 1580.

GEORGANN ROSE ACCOMANDO,

Plaintiff(s),

vs.

MARIO ACCOMANDO,

Defendant(s),

Case No: D-21-628915-D

Dept. No: O

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 13 day of February 2024.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk

