

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

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the record and the court's decision in dismissal of the
rejection of the defendant's motion for judgment of acquittal. (21:10).

The court then turned to the defendant, as within that same
period, the court found that the defendant's motion for judgment of acquittal based
upon another motion for Chapter 11 bankruptcy that was filed
completely separately and had no effect or impact on this
Court's ruling. The court then stated that matter. (10:11:10)

(10:11:10)

The court then turned to the motion filed by the Defendant on
October 17, 1991, which was not heard, had no request for hearing,
and was not heard by the court. It was filed by the Nevada Supreme Court.
(10:11:10)

The court then turned to the Appellate saying the proceedings in
this case were not heard by the court. The court then
rejection of the defendant's motion for judgment of acquittal.

The court then turned to the Appellate filed by the Defendant on
December 17, 1991, which was not heard on the Appellate
since it was not heard by the court.

The court then turned to the Appellate, saying, "Child
Support, and the defendant's motion for judgment of acquittal, also observed on the
at the court's motion for judgment of acquittal."

The court then turned to the Appellate, saying, "Child
Support, and the defendant's motion for judgment of acquittal, also observed on the
at the court's motion for judgment of acquittal."

Plaintiff's motion for summary judgment is requested by Plaintiff's motion for summary judgment, shortening time, and for an order to show cause of an Order to Show Cause. (Exhibit 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, 29, 30, 31, 32, 33, 34, 35).

[illegible]

1. consistent with the information of the Plaintiff, and at the
1 existing, and the Plaintiff's, records. 63-2338-

1. *Introduction*

1. The Court is satisfied that the Order was served with the Order
2. to show cause. The Court is satisfied that the Order was served on 03/23/2022,
3. however, the Court is not satisfied that the Order to show cause was filed.
4. The Court is satisfied that the Order to show cause was filed.

1. The first issue is whether the evidence required is
2. admissible. The second issue is whether the evidence
3. is relevant. The third issue is whether the evidence
4. is sufficient. The fourth issue is whether the evidence
5. is reliable. The fifth issue is whether the evidence
6. is credible. The sixth issue is whether the evidence
7. is trustworthy. The seventh issue is whether the evidence
8. is accurate. The eighth issue is whether the evidence
9. is complete. The ninth issue is whether the evidence
10. is consistent. The tenth issue is whether the evidence
11. is coherent. The eleventh issue is whether the evidence
12. is logical. The twelfth issue is whether the evidence
13. is rational. The thirteenth issue is whether the evidence
14. is reasonable. The fourteenth issue is whether the evidence
15. is sound. The fifteenth issue is whether the evidence
16. is valid. The sixteenth issue is whether the evidence
17. is authentic. The seventeenth issue is whether the evidence
18. is genuine. The eighteenth issue is whether the evidence
19. is real. The nineteenth issue is whether the evidence
20. is true. The twentieth issue is whether the evidence
21. is correct. The twenty-first issue is whether the evidence
22. is right. The twenty-second issue is whether the evidence
23. is proper. The twenty-third issue is whether the evidence
24. is appropriate. The twenty-fourth issue is whether the evidence
25. is suitable. The twenty-fifth issue is whether the evidence
26. is fitting. The twenty-sixth issue is whether the evidence
27. is proper. The twenty-seventh issue is whether the evidence
28. is appropriate. The twenty-eighth issue is whether the evidence
29. is suitable. The twenty-ninth issue is whether the evidence
30. is fitting. The thirtieth issue is whether the evidence
31. is proper. The thirty-first issue is whether the evidence
32. is appropriate. The thirty-second issue is whether the evidence
33. is suitable. The thirty-third issue is whether the evidence
34. is fitting. The thirty-fourth issue is whether the evidence
35. is proper. The thirty-fifth issue is whether the evidence
36. is appropriate. The thirty-sixth issue is whether the evidence
37. is suitable. The thirty-seventh issue is whether the evidence
38. is fitting. The thirty-eighth issue is whether the evidence
39. is proper. The thirty-ninth issue is whether the evidence
40. is appropriate. The fortieth issue is whether the evidence
41. is suitable. The forty-first issue is whether the evidence
42. is fitting. The forty-second issue is whether the evidence
43. is proper. The forty-third issue is whether the evidence
44. is appropriate. The forty-fourth issue is whether the evidence
45. is suitable. The forty-fifth issue is whether the evidence
46. is fitting. The forty-sixth issue is whether the evidence
47. is proper. The forty-seventh issue is whether the evidence
48. is appropriate. The forty-eighth issue is whether the evidence
49. is suitable. The forty-ninth issue is whether the evidence
50. is fitting. The fiftieth issue is whether the evidence
51. is proper. The fifty-first issue is whether the evidence
52. is appropriate. The fifty-second issue is whether the evidence
53. is suitable. The fifty-third issue is whether the evidence
54. is fitting. The fifty-fourth issue is whether the evidence
55. is proper. The fifty-fifth issue is whether the evidence
56. is appropriate. The fifty-sixth issue is whether the evidence
57. is suitable. The fifty-seventh issue is whether the evidence
58. is fitting. The fifty-eighth issue is whether the evidence
59. is proper. The fifty-ninth issue is whether the evidence
60. is appropriate. The sixtieth issue is whether the evidence
61. is suitable. The sixty-first issue is whether the evidence
62. is fitting. The sixty-second issue is whether the evidence
63. is proper. The sixty-third issue is whether the evidence
64. is appropriate. The sixty-fourth issue is whether the evidence
65. is suitable. The sixty-fifth issue is whether the evidence
66. is fitting. The sixty-sixth issue is whether the evidence
67. is proper. The sixty-seventh issue is whether the evidence
68. is appropriate. The sixty-eighth issue is whether the evidence
69. is suitable. The sixty-ninth issue is whether the evidence
70. is fitting. The seventieth issue is whether the evidence
71. is proper. The seventy-first issue is whether the evidence
72. is appropriate. The seventy-second issue is whether the evidence
73. is suitable. The seventy-third issue is whether the evidence
74. is fitting. The seventy-fourth issue is whether the evidence
75. is proper. The seventy-fifth issue is whether the evidence
76. is appropriate. The seventy-sixth issue is whether the evidence
77. is suitable. The seventy-seventh issue is whether the evidence
78. is fitting. The seventy-eighth issue is whether the evidence
79. is proper. The seventy-ninth issue is whether the evidence
80. is appropriate. The eightieth issue is whether the evidence
81. is suitable. The eighty-first issue is whether the evidence
82. is fitting. The eighty-second issue is whether the evidence
83. is proper. The eighty-third issue is whether the evidence
84. is appropriate. The eighty-fourth issue is whether the evidence
85. is suitable. The eighty-fifth issue is whether the evidence
86. is fitting. The eighty-sixth issue is whether the evidence
87. is proper. The eighty-seventh issue is whether the evidence
88. is appropriate. The eighty-eighth issue is whether the evidence
89. is suitable. The eighty-ninth issue is whether the evidence
90. is fitting. The ninetyth issue is whether the evidence
91. is proper. The ninety-first issue is whether the evidence
92. is appropriate. The ninety-second issue is whether the evidence
93. is suitable. The ninety-third issue is whether the evidence
94. is fitting. The ninety-fourth issue is whether the evidence
95. is proper. The ninety-fifth issue is whether the evidence
96. is appropriate. The ninety-sixth issue is whether the evidence
97. is suitable. The ninety-seventh issue is whether the evidence
98. is fitting. The ninety-eighth issue is whether the evidence
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100. is appropriate. The hundredth issue is whether the evidence
101. is suitable. The hundred-first issue is whether the evidence
102. is fitting. The hundred-second issue is whether the evidence
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104. is appropriate. The hundred-fourth issue is whether the evidence
105. is suitable. The hundred-fifth issue is whether the evidence
106. is fitting. The hundred-sixth issue is whether the evidence
107. is proper. The hundred-seventh issue is whether the evidence
108. is appropriate. The hundred-eighth issue is whether the evidence
109. is suitable. The hundred-ninth issue is whether the evidence
110. is fitting. The hundred-tenth issue is whether the evidence
111. is proper. The hundred-eleventh issue is whether the evidence
112. is appropriate. The hundred-twelfth issue is whether the evidence
113. is suitable. The hundred-thirteenth issue is whether the evidence
114. is fitting. The hundred-fourteenth issue is whether the evidence
115. is proper. The hundred-fifteenth issue is whether the evidence
116. is appropriate. The hundred-sixteenth issue is whether the evidence
117. is suitable. The hundred-seventeenth issue is whether the evidence
118. is fitting. The hundred-eighteenth issue is whether the evidence
119. is proper. The hundred-nineteenth issue is whether the evidence
120. is appropriate. The hundred-twentieth issue is whether the evidence
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225. is suitable. The two hundred-twenty-fifth issue is whether the evidence
226. is fitting. The two hundred-twenty-sixth issue is whether

Defendant is not a "person" as defined by himself as required under the
 Rules and the Court properly sustained the assumption that the Defendant
 is not a "person" as defined by himself. (Ex. 124:56, 125:07).

Control No. [redacted] was disclosed in Confidential Disclosure Form in this
Confidential Report dated [redacted] since the filing of
Defendant's Motion for Judgment of Acquittal. b6 b7C b7D

1. The Government is bound to show cause for the arrest of the accused and the Court holds that it is well known that the Government has consented for the arrest of the accused only by the Court's orders.

5172

1. The Court has found that the attorney for the Defendant to represent him is not qualified to do so and that he should retain his own counsel. The Court has found that the Defendant is not qualified to represent himself. (See 11-109).

It is not to be understood that he can elect to represent himself in lieu of retaining his own attorney. It is to be understood that he would afford his own counsel in the absence of an attorney.

Affiliations: Department of Psychology, University of North Carolina at Chapel Hill

[illegible]

received the same and made it with specific

provisions for the same.

The Court then asked the Defendant his understanding of the consequences of the same and the Defendant

admitted that he understood the same and was as admitted for Defendant to be found guilty of the same and to direct that Defendant be found guilty of the same to. 10:29:37-

Thereafter

The Court then asked the Defendant what he wanted to make a finding of guilty or not guilty and the Defendant for the Clerk's Office to be found guilty of the same to. 10:33:43-10:34:03).

NOW THE COURT

ORDERED THAT THE DEFENDANT, AS ORDERED BY THE COURT, the Defendant,

MAINTAIN THE DEFENDANT'S PERSONAL PROPERTY FROM THE PROCEEDING FROM THIS COURT AND THE DEFENDANT'S PERSONAL PROPERTY.

The Court then ORDERED THAT THE DEFENDANT, to oppose the Defendant's motion for the Defendant's motion, within twenty (20) days of the date of the Court's order, file an opposition in which the Defendant shall be found guilty of contempt to file an opposition in which the Defendant shall be found guilty of contempt and the Defendant shall be found guilty of contempt to. 10:39:45-

THE COURT THEN ORDERED THAT THE DEFENDANT, property as set forth in

the Court's order, to be found guilty of contempt to. 10:39:45-

Thereafter

Thereafter

Thereafter

IT IS HEREBY ORDERED that, pursuant to Notice, the Clerk of the Court shall execute the necessary instruments, including Grant Deeds on behalf of the Plaintiff, to effectuate the transfer of the property located at the same address Drive (Parcel Number 177-302-015) and the same address (Parcel Number 177-17-302-010) to the Plaintiff, as set forth in the decree of the Court.

IT IS FURTHER ORDERED that the status conference hearing is set for the date and time set forth. Defendant shall appear in person.

Dated this 3rd day of February, 2023.
The Court's decision in the above-captioned matter shall be vacated.

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

MADEIRA, CALIFORNIA 94554
REDAUTION & ASSOCIATES, PLLC
304 3F4 0002 11P6
Law Office of
Amy M. Desun
Courtroom 100

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SERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Georgina Rose Acunzaga CASE NO. 15-71-628915-ID
Plaintiff DEPT. 180, Department M
vs.
Narciso Acunzaga, 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 date and at the case as listed below.

Service Date: 2/3/2017

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17 DISTRICT COURT, FAMILY DIVISION

18 CLARK COUNTY, NEVADA

19 * * * * *

20 GEORGINA ROSS, et al. (Pls.)
21 Plaintiff,
22 vs.
23 JARED M. GILMAN, et al. (Def.)
24 Defendant.

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

25 NOTICE OF ENTRY OF ORDER

26 PLEASE TAKE NOTICE that an Order was entered in the above-
27 entitled case on February 1, 2023, a true and correct copy is
28 attached hereto.

29 Dated and entered in the County of Clark, Nevada, 2023. A.D.

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CERTIFICATE OF SERVICE

I hereby certify that on or before the day that I am over the age of
eighteen, I am a legal adult and a party to the matter interested in,
his action, was served on the day of 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 Odyssey e-File and Serve System, as follows:

Case Name: [REDACTED]
Case No.: [REDACTED]
Court: [REDACTED]
Judge: [REDACTED]
Party Name: [REDACTED]
Party Address: [REDACTED]
Party Phone: [REDACTED]
Party Email: [REDACTED]

Very truly yours,
[REDACTED], Attorney at Law, Mills & Fink, PLLC

Stewart H. Smith
CLERK OF THE COURT

1 ORDER
2 MARIA L. RILEY, ESQ.
3 REZA ATHARI & ASSOCIATES, PLLC
4 A multi-jurisdictional law firm
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DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

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

VS.

MARIA L. RILEY

AMENDED ORDER AFTER HEARING

On January 24, 2023,
Maria L. Riley, Plaintiff, and Reza Athari & Associates, PLLC, Defendant,
appeared in proper person via
video conference.
The Court has reviewed the parties' submissions and the transcript of the hearing.
The Court finds that the Plaintiff has shown a prima facie showing of
the Defendant's failure to comply with the Court's Order (10:12:32
AM, January 24, 2023).

1. ... and that
2. ... (10:13:03).
3. ... now came that was issued
4. ... the ... states
5. ... to appear in person
6. ... (10:13:03).
7. ... as he has
8. ... improper
9. ... (10:13:48). The
10. ... and/or
11. ... (10:13:59).
12. ... that was
13. ... (10:14:00).
14. ... of Bias
15. ... presiding
16. ...
17. ... by the rule
18. ... prior to any
19. ... it was not
20. ... on this
21. ... is
22. ...
23. ... ten minutes prior
24. ... a filing
25.
26.

[illegible]

On 11/11/2021, the defendant was interviewed for the pre-hearings and
admitted that he had been involved in the 2017 shooting and that he was
currently on probation for the same. He was interviewed again in January, 2022.

	1990	1991	1992
1990	100	100	100
1991	100	100	100
1992	100	100	100

On July 11, 2022, [redacted] advised that he had been in the assistance of [redacted] on the day before.

4

the \mathcal{H}^1 -norm, the \mathcal{H}^1 -norm of the solution is bounded by the \mathcal{H}^1 -norm of the initial data.

[illegible][illegible][illegible]

_____, Defendant

Page 11 of 11

peremptory

There have been

^a From age 0 years to 6 years.

2000 10 10 10:11

10:19:02-10:19:12

... was entered on May 3, 1971.

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

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

10:20:44-

... on their ... to comply with

[illegible]

1 requested by
2 an affidavit, shortening
3 of an Order to Show
4 (10:24:33-3:35).
5 the record
6 with the intent to
7 address why he
8 without
9 Plaintiff, and at the
10 10:24:38-
11 10:24:41-
12 the Order
13 2022,
14 Cause filed.
15 required is
16 that the issues
17 10:24:48).
18 only at this
19 10:24:50-
20 21
22 23

1 ... himself as required under the
2 ... the Defendant
3 ... (10:156-10:157).
4 ... Form in this
5 ... of
6 ... 10:158.

7 ... for
8 ... it is
9 ... for

10 ... the Court's orders.

11 ... 10:12

12 ... Defendant to
13 ... retain his
14 ... 10:12.

15 ... that he can elect
16 ... his own
17 ... afford his
18 ... attorney.

19 ... the potential
20 ... the Court orders
21 ... but he fail to
22 ... the Defendant
23 ... would order in
24 ... sooner

[illegible]

ORDER TO SHOW CAUSE TO REVOKE AND RESCIND
 the Defendant,
 is hereby ordered to appear before the Court on the 14th day of
 April, 1964, at 10:00 A.M. to oppose the
 application of the Defendant for a writ of habeas corpus within twenty
 days of the date of the filing of the application in
 the Court. The Defendant is hereby ordered to fail to
 appear at the time and place set forth to be in contempt
 of the Court. The Court reserves the right to set forth in
 its order the reasons for its decision.

DATED: April 14, 1964.

110:39:45-

[illegible]

Defendant shall appear in person.

shall be taken as

*Data as of 14:00 hours, February, 2023

6. State Filings: Motion to Amend Order.

The JPA and the JPB
 Amy M. Houston
 District Court Judge

NEW YORK, N. Y., OCTOBER 10, 1964.
 DEAR MR. ROSEN:
 RE: JAMES EARL RAY, AKA; ASSOCIATES, FIDELITY
 BOND; and
 LOUISIANA STATE PENITENTIARY.
 I am enclosing for you a copy of a letterhead memorandum
 dated and captioned as above.

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

12 Plaintiff,

CASE NO.: D-21-628915_D

DEPT NO.: O

13 vs.

14 MARIO ACCOMANDO

15 Defendant.

16
17 **CERTIFICATE OF SERVICE**

18 I, David Jensen, declare:

19 1. I am not a party to or interested in this action and I am over 18 years of age.

20 2. I was asked to serve legal documents by Mario Accomando.

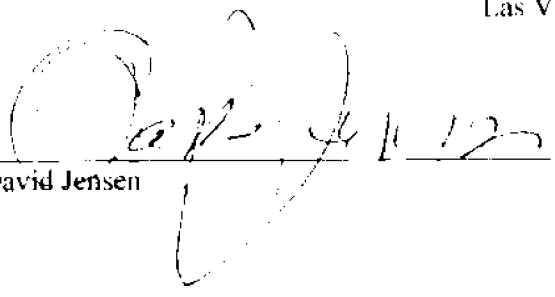
21 3. I served a copy of the **NOTICE OF APPEAL** by mailing such on this 8th day of March with the U. S.

22 Post Office at Sunset Station addressed to:

23 **REZA ATHRI and ASSOCIATES**

24 3365 Pepper Lane Suite 102

25 Las Vegas, NV. 89120

26
27
28

David Jensen



1 ASTA

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5
6 **IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE**
7 **STATE OF NEVADA IN AND FOR**
8 **THE COUNTY OF CLARK**
9

10 GEORGANN ROSE ACCOMANDO,

11 Plaintiff(s)

12 vs.

13 MARIO ACCOMANDO,

14 Defendant(s),
15

Case No: D-21-628915-D

Dept No: O

16
17 **CASE APPEAL STATEMENT**
18

19 1. Appellant(s): Mario Accomando

20 2. Judge: David Gibson

21 3. Appellant(s): Mario Accomando

22 Counsel:

23 Mario Accomando
24 8546 Procyon St.
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 5. Appellant(s)'s Attorney Licensed in Nevada: N/A
2 Permission Granted: N/A

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

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

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

7 8. Appellant Granted Leave to Proceed in Forma Pauperis: N/A

8 Appellant Filed Application to Proceed in Forma Pauperis: No
9 Date Application(s) filed: N/A

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

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

12 Type of Judgment or Order Being Appealed: Misc. Order

13 11. Previous Appeal: Yes

14 Supreme Court Docket Number(s): 83716, 84097, 84415, 85274

15 12. Case involves Child Custody and/or Visitation: Custody and Visitation
16 Appeal involves Child Custody and/or Visitation: N/A

17 13. Possibility of Settlement: Unknown

18 Dated This 10 day of March 2023.

19 Steven D. Grierson, Clerk of the Court

20
21 /s/ Amanda Hampton
22 Amanda Hampton, Deputy Clerk
23 200 Lewis Ave
24 PO Box 551601
25 Las Vegas, Nevada 89155-1601
26 (702) 671-0512

27 cc: Mario Accomando
28

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 3rd 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



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.

Cadish J.
Cadish

Pickering J.
Pickering

Bell 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



MOT
MARIA L. MILANO, ESQ.
Nevada Bar # 7121
REZA ATHARI, MILLS & FINK, PLLC
A multi-jurisdictional law firm
626 S. 9th Street
Las Vegas, NV 89101
Tel: (702) 727-7777 Fax: (702) 458-8508
mariamilano@atharilaw.com
Attorney for Plaintiff,
GEORGANN ACCOMANDO

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

GEORGANN ACCOMANDO,	)	CASE NO.: D-21-628915-D
	)	DEPT. NO.: 0
Plaintiff,)	
)	
vs.	)	HEARING DATE:
	)	HEARING TIME:
MARIO ACCOMANDO,)	
)	
Defendant,	)	ORAL ARGUMENT REQUESTED

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

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN FOURTEEN (14) DAYS OF THE RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF COURT WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUEST FOR RELIEF BEING GRANTED BY THE COURT WITHOUT A HEARING PRIOR TO THE SCHEDULED HEARING DATE.

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

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

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

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

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

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

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

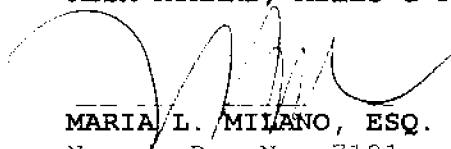
///

////

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

2 DATED this 20 day of Sep, 2023.

3 REZA ATHARI, MILLS & FINK, PLLC

4
5 
6 MARIA L. MILANO, ESQ.
7 Nevada Bar No. 7121
8 626 S. 9th 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, MILLLS & FINK, PLLC

21 BY: 

22 MARIA L. MILANO, ESQ.
23 Nevada Bar No. 7121
24 626 S. 9th 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
28

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

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 /////

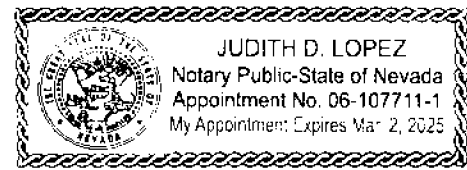
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Defendant, finally sell the property and pay the Defendant what
he is owed from the proceeds after all of the Court awards and
sanctions are deducted.

Georgann Accomando
GEORGANN ACCOMANDO

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

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

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"/>	\$25	The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
-OR-		
<input checked="" type="checkbox"/>	\$0	The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
<input type="checkbox"/> The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.		
<input type="checkbox"/> The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.		
<input type="checkbox"/> The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.		
<input checked="" type="checkbox"/>	Other Excluded Motion (must specify) <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"/>	\$0	The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
		<input checked="" type="checkbox"/> The Motion/Opposition is being filed in a case that was not initiated by joint petition.
		<input type="checkbox"/> The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
-OR-		
<input type="checkbox"/>	\$129	The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.
-OR-		
<input type="checkbox"/>	\$57	The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

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

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

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

Signature of Party or Preparer /s/ GEORGANN ROSE ACCOMANDO

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



MARIA L. MILANO, ESQ.
Nevada Bar #7121
REZA ATHARI, MILLS & FINK, PLLC
626 S. 9th Street
Las Vegas, NV 89101
Tel: (702) 727-7777 Fax: (702) 458-8508
mariamilano@atharilaw.com
Attorney for Plaintiff,
GEORGANN ROSE ACCOMMANDO

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMMANDO,
Plaintiff,

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

vs.

MARIO ACCOMMANDO,
Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, in accordance with Rule 5(b) of the Nevada Rules of Civil Procedure, on this 27th day of September, 2023 I served a true and correct copy of PLAINTIFF'S MOTION TO ENFORCE ORDER , FOR ATTORNEY'S FEES, AND FOR AN ORDER REDUCING ATTORNEY'S FEES TO JUDGMENT and NOTICE OF HEARING addressed to the following:

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

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

Employee of REZA ATHARI, MILLS & FINK, PLLC

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**DISTRICT COURT
CLARK COUNTY, NEVADA

Electronically Filed
9/21/2023 4:40 PM
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CLERK OF THE COURT



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vs.
Mario Accomando, Defendant.

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

NOTICE OF HEARING

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STEVEN D. GRIERSON, CEO/Clerk of the Court

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Deputy Clerk of the Court

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

Steven D. Grierson

MOT
MARIA L. MILANO, ESQ.
Nevada Bar # 7121
REZA ATHARI, MILLS & FINK, PLLC
A multi-jurisdictional law firm
626 S. 9th Street
Las Vegas, NV 89101
Tel: (702) 727-7777 Fax: (702) 458-8508
mariamilano@atharilaw.com
Attorney for Plaintiff,
GEORGANN ACCOMANDO

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

GEORGANN ACCOMANDO,	)	CASE NO.: D-21-628915-D
	)	DEPT. NO.: 0
Plaintiff,)	
)	
vs.	)	HEARING DATE:
	)	HEARING TIME:
MARIO ACCOMANDO,)	
)	
Defendant,	)	ORAL ARGUMENT REQUESTED
)	

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

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK
OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN
FOURTEEN (14) DAYS OF THE RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN
RESPONSE WITH THE CLERK OF COURT WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT OF THIS
MOTION MAY RESULT IN THE REQUEST FOR RELIEF BEING GRANTED BY THE COURT WITHOUT A
HEARING PRIOR TO THE SCHEDULED HEARING DATE.

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

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

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

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

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

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

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

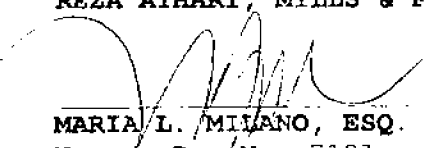
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1 counsel allowed at the time of the hearing of this matter.

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. 9th 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. 9th 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

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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.
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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.
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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 NRCP 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
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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.

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: 

MARIA L. MILANO, ESQ.

Nevada Bar No. 7121

626 S. 9th Street

Las Vegas, Nevada 89101

Tel: 702-727-7777

Mariamilano@atharilaw.com

Attorneys for Plaintiff,

GEORGANN ACCOMANDO

AFFIDAVIT IN SUPPORT OF MOTION

1. I, GEORGANN ACCOMANDO, the Plaintiff in the above entitled action, declares under penalty of perjury that I have read the foregoing Motion and know the contents thereof; that the averments contained therein are true of my own knowledge, except for those matters therein contained stated upon information and belief, and that as to those matters, I believe them to be true.

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

3. That Defendant, Mario Accomando, has failed relinquish the premises located at 8546 S. Procyon Street, Las Vegas, Nevada 89139 as ordered.

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

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

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

////

////

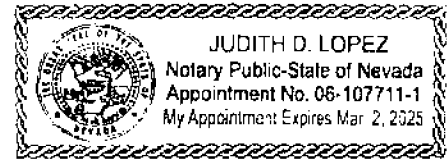
///

1 Defendant, finally sell the property and pay the Defendant what
2 he is owed from the proceeds after all of the Court awards and
3 sanctions are deducted.
4

5 Georgina Accomando
6 **GEORGINA ACCOMANDO**

7 **SUBSCRIBED and SWORN** to before me
8 this 20th day of Sept., 2023.

9 J. Lopez
10 **NOTARY PUBLIC** for the State of
11 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"/>	\$25	The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
-OR-		
<input checked="" type="checkbox"/>	\$0	The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
<input type="checkbox"/>		The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
<input type="checkbox"/>		The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
<input type="checkbox"/>		The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____
<input checked="" type="checkbox"/>		Other Excluded Motion (must specify) <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"/>	\$0	The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
<input type="checkbox"/>		The Motion/Opposition is being filed in a case that was not initiated by joint petition.
<input type="checkbox"/>		The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
-OR-		
<input type="checkbox"/>	\$129	The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.
-OR-		
<input type="checkbox"/>	\$57	The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

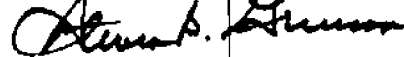
Step 3. Add the filing fees from Step 1 and Step 2.

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

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

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

Signature of Party or Preparer /s/ GEORGANN ROSE ACCOMANDO



OPPM

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

DEPT NO.: O

vs.

MARIO ACCOMANDO

Defendant.

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

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

General and Specific Denials. A party that intends in good faith to deny all the allegations of a pleading-including the jurisdictional grounds-may do so by a general denial. A party that does not intend to deny all the allegations must either specifically deny 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 29th 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 17th 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.
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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:

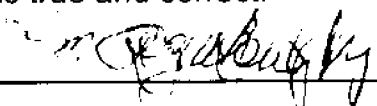
☐ - **Someone at the Workplace.** The Server handed the documents to someone who identified to be the Recipient's co-worker and stated their name is:

☐ - **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



COURT CODE: NOTH

Name: Lee Rezenkowsky

Address: 8546 Procyon Street

Las Vegas, NV. 89139

Telephone: 310-925-3651

Email Address: m@lmrconsultancy.com

In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Georgann Accomando (Regiro)
Plaintiff,

vs.

Mario Accomando
Defendant.

CASE NO.: D-21-628915 D

DEPT: 0

HEARING DATE: 11-29-23

TIME OF HEARING: 10 AM

NOTICE OF INTENT TO APPEAR BY COMMUNICATION EQUIPMENT

(Your name) Lee Rezenkowsky, (☒ 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) (310) 925 - 3651. My email address (for scheduling purposes) is
(your email address) m@lmrconsultancy.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/ Lee Rezenkowsky

Printed Name: Lee Rezenkowsky



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: O

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:	<u>Reza Athari and Associates</u>
Address:	<u>3365 Pepper Ln #102,</u>
City, State, Zip	<u>Las Vegas, NV 89120</u>

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)

STATEMENT OF FACTS

Mario Accomando Complaint

1. Agent Zollett (S.0191404) on 04/03/2023 by and through his Broker Spencer Walden (B.0144881) 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.

2. At this present time, Mr. Accomando has had **"NO"** contact with Agent Zollett (**Sales Agent**) nor Mr. 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. 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.

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

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. 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 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:

a.) **"No showings at this time"** which is completely fraudulent, false and which reflects an action 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, 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 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 action.

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 \$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.

6. After the six (6) month listing had expired (10/01/23), Mr. Zollett has relisted the property (10/03/23) 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. 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 buyers having the ability to tour the property, it is moot.

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 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 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
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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								Zip	89139		
County	CLARK	Parcel#	177-17-302-010	Zoning	SINGLE							YrBuilt	2008/RE		
		T / R / S	22 / 61 / 17									Const Est End			
Cmnty	NONE	Subdiv	none									City/Town	Las Vegas	State	NV
Assoc/Comm Feat Desc		None										Gated	No		
												AgeRestrict	N		
Elem K-2	ORTW	Elem 3-5	ORTW	YrRound	N	Junior	TARK	Highsch	DESO	Subdiv#		CensTrc	005834	MetroMap	
PROPERTY INFORMATION															
Bldg Desc	1 Story	Prop Desc		#Baths		FB		3/4		HB		Tot			
Type	DETACHED	Conv				2		0		1		3			
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	ConvertRealProp									
Manuf		Length		Width											
PvSpa	No	PvPool	No	Heated Pool											
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				Living Room 13x15											
PBR Down?	Y	Bed Dn	Y	Ba Dn	Y	Ba Dn Desc.									
Constrctn															
Refrg	Y	Dispos	Y	Dishw		Washer Inc	Y	Dryer Inc	Y	DryerUtil	E	Location	1STFLR, ROOM		
OthApplnces	MICROWV							Furniture Included?	No						
MultiGen															
Interior	ALARML							Oven Desc	COKTOPE, DBLOVNE						
Firepl	0							Flooring	CERAMIC						
Firepl Loc								Fence	P/BLOCK						
House Face	West					House Views						Equest	NONE		
Exterior	PATIO														
Landscap	DESERT, BUDDRIP											Miscel	NONE		
Heat Sys	2PLUSUNITS, CENTRAL					HtFuel	ELEC					Water	PUBLIC		
Cool Sys	CENTRAL					CLFuel	ELEC	Grd Mounted				Sewer	SEPIN		
Utility Info	ALLELEC					Energy	DUALPNE					Sol Elec	None		
Water Htr:						Battery						KW/Mnth			
VOW/FINANCIAL/LISTING OFFICE INFORMATION															
AssocFee	N	AssocName		Internet	Y	Public Address	Y	AVM	Y	Commentary	Y				
AssocFee1		AssocFee2		Assoc Ph				Mast Plan Fee	\$0						
Assoc Fee Includes		TotMnthlyHOA	\$0	Assessmt	N			Assessment Amt							
Earn Dep	\$5,000	Ann Tax	\$3,886	SID/LID?	N	SID/LID		SID/LID Ann							
Finance Consd	CASH, CONV, FHA, VA	Court App	N	Foreclo	N	Repo/REO	N	Litig/Typ	U						
Lockbox	E	LockboxLocation	GAS METER	FIRPTA?	N	NOD		Rent				Poss	COE		
L/Agent	Sharon Dutiel	L/Aph	(702) 525-3911	TempOffMktStatus				T Status Date							
	S.0034290	Agt Fax #	702-586-0840	Email	sldutiel@gmail.com										
Office	United Realty Group - COVA02	OffcPh	702-586-0032	REALTOR	Y	AgtOwnshpInt	N	LeaseEnd							
Off Add	8330 W Sahara Ave Ste 110, Las Vegas 89117	Bonus SO		CoOp	2.500%	Flat Fee									
		BrokerName	Pablo Covarrubias J	Ex	Y										
		License #	B.0047882	PhotExcl		VTour	Y	OwnLic	N						
Resident Showing	TEXT AGENT	ResPh	702-525-3911	Occup	OWN	Power	ON	AuctTyp		ListDt	03/07/2023				
ContDesc	APPTMT	GateCode		Act DOM	13	AuctDt		ExpDt		WD	10/31/2023				
		CombLB		OrigListPrice	\$975,000										
		GateCode2		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
Address	8546 /Procyon /Street			Unit		StatusUpdate	
Building #		Bldr/Manf		Model		CondoCnv	
County	CLARK	Parcel#	177-17-302-010	Zoning	SINGLE	Studio	
		T / R / S	22 / 61 / 17			Const Est Start	
Cmnty	NONE	Subdiv	Custom			City/Town	Las Vegas
Assoc/Comm	Feat Desc		None				State NV
							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
Bldg Desc	1 Story	Prop Desc			2	0	1
Type	DETACHD	Conv					
Roof	TILE						
Garage	3/732sqft/ATTACHD, ENTRYHS, FINISHD	Unit Desc		#Bedrms	3	#Den/Oth	1
AppxLivArea	2,986	#Acres +/-	0.410	Converted Garage	N	Prkng Desc	
ApprxAddLivArea		Lot SqFt	17,860	Lot Desc	1/4 to 1 Acre		Carports
Manuf		AddLivAreaDesc		ApprxTotalLivArea	2,986		0
PvSpa	No	Length		ConvertRealProp		MH-YrBlt	
		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							
Refrq	N	Dispos	Y	Dishw	Y	Washer Inc	N
OthApplnces	MICROWV			Dryer Inc	N	DryerUtil	E
MultiGen				Furniture Included?	No	Location	1STFLR
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	Grd Mounted		Sol Elec	None
Utility Info	ALLELEC, UNDGRND	Energy	DUALPNE			KW/Mnth	
Water Htr:		Battery					
VOW/FINANCIAL/LISTING OFFICE INFORMATION				Internet	Y	Public Address	Y
AsscFee	N	AssocName		Assoc Ph		AVM	Y
AsscFee1		AsscFee2		Assessmt	N	Mast Plan Fee	\$0
Assoc Fee Includes		TotMnthlyHOA	\$0	SID/LID?	N	Assessment Amt	
Earn Dep	\$8,000	Ann Tax	\$4,197	SID/LID		SID/LID Ann	
Finance Consid	CASH, CONV, VA	Court App	N	Repo/REO	N	Litig/Typ	N
Lockbox	N	LockboxLocation		Buyer Inc?	N	FIRPTA?	N
L/Agent	Aaron E. Zollett	L/Aph	(702) 979-0906	TempOffMktStatus		Rent	
Office	oXp Realty	Agt Fax #				Pass	COE
Off Add	5588 S. Fort Apache Rd #110, Las Vegas 89148	OffPh	702-545-0020			T Status Date	
Off Mgr	Anthony J. Knight			BrokerName	Spencer Walden	Vr	N
				License #	B.0144881	Ex	N
						PhotExcl	Y
						VTour	Y
Resident	Aaron	ResPh	702-979-0906	Occup	OWN		
Showing	NOSHOW/AGNT	GateCode		Power	ON	AuctTyp	
ContDesc		GateCode2		Act DOM	45	AuctDt	
 Schedule a Showing				OrigListPrice	\$800,000	ListDt	10/13/2023
				CDOM	45	ExpDt	WD

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
Address	8546 /Procyon /Street			Unit	StatusUpdate		
Building #	Bldr/Manf			Model	CondoCnv		
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
Assoc/Comm Feat Desc	None					State	NV
						Gated	No
						AgeRestrict	N
Elem K-2	ORTW	Elem 3-5	ORTW	YrRound	N	Junior	TARK
				Highsch	DESO	Subdiv#	CensTrc005834MetroMap
PROPERTY INFORMATION				#Baths	FB	3/4	HB
Bldg Desc	1 Story	Prop Desc			2	0	1
Type	DETACHD	Conv					Tot 3
Roof	TILE	Unit Desc		#Bedrms	3	#Den/Oth	1
Garage	3/732sqft/ATTACHD, ENTRYHS, FINISHD			Converted Garage	N	Prkng Desc	#Loft 0
AppxLivArea	2,986	#Acres +/-	0.410	Lot SqFt	17,860	Lot Desc	1/4 to 1 Acre
ApprxAddLivArea		AddLivAreaDesc				ApprxTotalLivArea	2,986
Manuf		Length		Width		ConvertRealProp	0
PvSpa	No			PvPool	No		Carports
				Heated Pool			0
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*						
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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
OthApplnces	MICROWV			Dryer Inc	N	DryerUtil	E
MultiGen				Furniture Included?	No	Location	1STFLR
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	Grd Mounted		Sol Elec	None
Utility Info	ALLELEC, UNDGRND	Energy	DUALPNE			KW/Mnth	
Water Htr:		Battery					
VOW/FINANCIAL/LISTING OFFICE INFORMATION				Internet	Y	Public Address	Y
AssocFee	N	AssocName		Assoc Ph		AVM	Y
AssocFee1		AssocFee2		Assessmt	N	Commentary	Y
Assoc Fee Includes		TotMnthlyHOA	\$0	SID/LID?	N	Mast Plan Fee	\$0
Earn Dep	\$7,750	Ann Tax	\$3,886	SID/LID		Assessment Amt	
Finance Consid	CASH, CONV, VA	Court App	N	Foreclo	N	SID/LID Ann	
Lockbox	N	LockboxLocation		Repo/REO	N	Litig/Typ	N
L/Agent	Aaron E Zollett	L/Aph	702-979-0906	FIRPTA?	N	TempOffMktStatus	N
Office	S.0191404	Agt Fax #		REALTOR	Y	T Status Date	
Off Add	eXp Realty	OffPh	702-545-0020	Bonus SO		CoOp	2.500%
Off Mgr	5588 S. Fort Apache Rd #110, Las Vegas 89148	BrokerName	Spencer Walden	Vr	N	Ex	N
		License #	B.0144881	PhotExcl		VTour	Y
Resident	Aaron	ResPh	702-979-0906	Occup	OWN	ListDt	04/03/2023
Showing	NQSHQW/AGNT	GateCode		Power	ON	AuctTyp	
ContDesc		GateCode2		Act DOM	181	AuctDt	
				OrigListPrice	\$775,000	ExpDt	10/01/2023
				CDOM	182	WD	

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: O

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., "2nd" "3rd" 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: O

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

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

GEORGANN ACCOMANDO
Plaintiff.

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

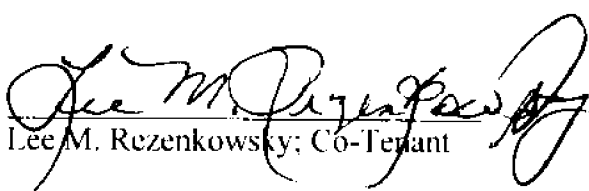
vs.

MARIO ACCOMANDO
Defendant.

NOTICE OF LEASE

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

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


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 1st 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.

2. **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.

3. **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.
4. **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.
5. **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:



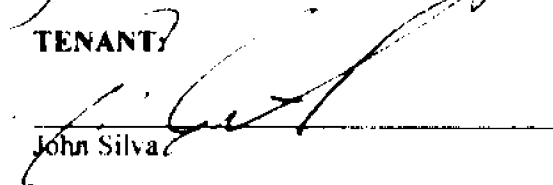
Greystone Capital Group LLC
Mario Accomando; Managing Member

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

**8TH 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.
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10 Mario Accomando, Pro Se
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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Georgann Rose Accomando, Plaintiff

D-21-628915-D

vs.

Department O

Mario Accomando, Defendant.

CLERK'S NOTICE OF NONCONFORMING DOCUMENT

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

Reason for Nonconformity Determination:

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

☐ Motion does not have a hearing designation per Rule 2.20(b). Motions must include designation “Hearing Requested” or “Hearing Not Requested” in the caption of the first page directly below the Case and Department Number.

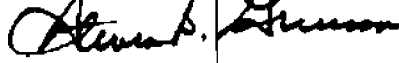
Pursuant to Rule 8(b)(2) of the Nevada Electronic Filing and Conversion Rules, a nonconforming document may be cured by submitting a conforming document. All documents submitted for this purpose must use filing code “**Conforming Filing – CONFILE.**” Court filing fees will not be assessed for submitting the conforming document. Processing and convenience fees may still apply.

Dated this: 28th day of November, 2023

By: /s/ Vineta Tiapula
Deputy District Court Clerk

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By: /s/ Vineta Tiapula
Deputy District Court Clerk



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

**8TH 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 FREY RD
CAS LESEA, NV 89102
Telephone: 773-308-5041
Email Address: MARIO1949@YAHOO.COM
In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

GEORGANA ACCOMANDO
Plaintiff,

CASE NO.: P-21-63895 X

DEPT: 0

vs.

MARIO ACCOMANDO
Defendant.

CERTIFICATE OF MAILING

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

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)

- | | | |
|--|---------------------------------|---|
| <input checked="" type="checkbox"/> Motion | <input type="checkbox"/> Answer | <input type="checkbox"/> Financial Disclosure Form |
| <input type="checkbox"/> Opposition | <input type="checkbox"/> Reply | <input type="checkbox"/> Notice of Entry of Judgment / Order / Decree |
| <input type="checkbox"/> Other: _____ | | |

was made pursuant to NRCP 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)

GEORGANA ACCOMANDO
6857 GILBERT RANCH RD
CAS LESEA, NV 89102

DATED this 28th 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.
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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



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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Georgann Rose Accomando, Plaintiff

D-21-628915-D

vs.

Department O

Mario Accomando, Defendant.

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: Ex Parte Motion for Continuance

Party Submitting Document for Filing: Defendant

Date and Time Submitted for Electronic Filing: 11/27/2023 at 2:22 PM

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



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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Georgann Rose Accomando, Plaintiff

D-21-628915-D

vs.

Department O

Mario Accomando, Defendant.

CLERK'S NOTICE OF NONCONFORMING DOCUMENT

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

☐ Motion does not have a hearing designation per Rule 2.20(b). Motions must include designation “Hearing Requested” or “Hearing Not Requested” in the caption of the first page directly below the Case and Department Number.

Pursuant to Rule 8(b)(2) of the Nevada Electronic Filing and Conversion Rules, a nonconforming document may be cured by submitting a conforming document. All documents submitted for this purpose must use filing code “**Conforming Filing – CONFILE.**” Court filing fees will not be assessed for submitting the conforming document. Processing and convenience fees may still apply.

Dated this: 30th day of November, 2023

By: /s/ Cecilia Dixon
Deputy District Court Clerk

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By: /s/ Cecilia Dixon
Deputy District Court Clerk



MEMO
MARIA L. MILANO, ESQ.
Nevada Bar # 7121
REZA ATHARI, MILLS & FINK, PLLC
A Multi-jurisdictional Law Firm
626 S. 9TH Street
Las Vegas, NV 89101
Tel: (702) 727-7777
Fax: (702) 458-8508
mariamilano@atharilaw.com
Attorney for Plaintiff,
GEORGANN ROSE ACCOMANDO

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

GEORGANN ROSE ACCOMANDO,

Plaintiff,

vs.

MARIO ACCOMANDO,

Defendant,

)
) CASE NO.: D-21-628915-D
) DEPT. NO.: 0
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PLAINTIFF'S MEMORANDUM OF FEES AND COSTS

COMES NOW, Plaintiff, GEORGANN ROSE ACCOMANDO, by and through 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

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**

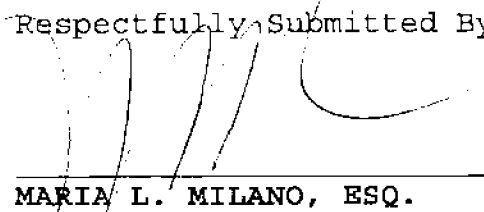
11 Attorney's Fees..... \$40,315.03
12 Costs \$ 2,231.37
13 **TOTAL..... \$42,546.40**

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.

20
21 Respectfully Submitted By:

22
23 
24 **MARIA L. MILANO, ESQ.**
Nevada Bar No. 7121
25 **REZA ATHARI, MILLS & FINK, PLLC**
A multijurisdictional law firm
26 626 S. 9th Street
Las Vegas, Nevada 89101
27 Attorney for Plaintiff,
28 **GEORGANN ACCOMANDO**

1 AFFIDAVIT IN SUPPORT OF MEMORANDUM OF FEES AND COSTS

2
3 STATE OF NEVADA)
) SS:
4 COUNTY OF CLARK)

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

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

9 3. That I have personal knowledge of the above-mentioned
10 costs and disbursements expended and the items contained in the
11 memorandum are true and correct to the best of this Affiant's
12 belief.

13
14 4. That I make this affidavit in support of the foregoing
15 Plaintiff's Memorandum of Fees and Costs.

16 5. **Brunzell Factors**

17 That in applying the *Brunzell factors* to the present
18 case, we respectfully submit that the qualities of Plaintiff's
19 attorney have been shaped by her education and experience. More
20 specifically, this attorney holds a Juris Doctorate from Syracuse
21 University College of Law and is a licensed attorney in good
22 standing in the State of Nevada with twenty-two (22) years of
23 experience practicing Family Law in Clark County, having
24 represented hundreds of clients in various aspects of Family Law
25 including: contested and uncontested divorces, annulments, child
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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.

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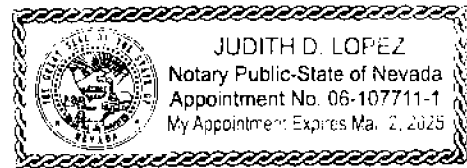
27

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

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

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

Las Vegas, Nevada

626 South 9th 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 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 OR 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

Page 2 of 2

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, in accordance with Rule 5(b) of the Nevada Rules of Civil Procedure, on this ____th day of November, 2023, I served a true and correct copy of the above PLAINTIFF'S MEMORANDUM OF FEES AND COSTS on the parties addressed as shown below:

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

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



Employee of Reza Athari, Mills & Fink, PLLC

1524

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

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

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

18 Dated this 30th day of November, 2023

19 *Regina M. McConnell*

20
21 Respectfully Submitted by:

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

LS

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

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: 11/30/2023

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

Heather S. Hume
CLERK OF THE COURT

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**

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

15 **GEORGANN ROSE ACCOMANDO,**

16 **Plaintiff,**

17 **vs.**

18 **MARIO ACCOMANDO,**

19 **Defendant,**

)
) **CASE NO.: D-21-628915-D**
) **DEPT. NO.: 0**
)
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20 **AMENDED ORDER AFTER HEARING**

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

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

27 **NOW THEREFORE:**

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

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 /////

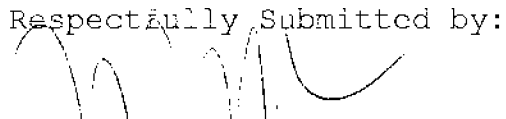
26 /////

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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 

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

LS

8
9 **MARIA L. MILANO, ESQ.**

Nevada Bar # 7121

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

626 S. 9th Street

11 Las Vegas, NV 89101

Attorney for Plaintiff,

12 GEORGANN ACCOMANDO
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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: 12/6/2023

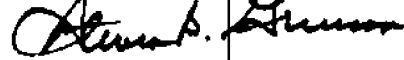
15 State Department statedepartment@atharilaw.com

16 Maria Milano mariamilano@atharilaw.com

17 Mario Accomando ninaa1948@yahoo.com

18 Mario Accomando relay@lasvegasboxer.com

19 Mario Accomando marioa@rezenkowsky.com



1 NOAS

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

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DISTRICT COURT
CLARK COUNTY, NEVADA

GEORGANN ACCOMANDO

Plaintiff

CASE NO.: D-21-628915-D

DEPT NO.: 0

vs.

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 6th day of December, 2023 and served upon Defendant on the 6th 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 5th 2024

ORDER
MARIA L. MILANO, ESQ
REZA ATHARI, MILLS & FINK, PLLC
A multi-jurisdictional law firm

GEORGANN ROSE ACCOMANDO,

vs.

MARIO ACCOMANDO.

Defendant,

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

AMENDED ORDER AFTER HEARING

[illegible][illegible]

1. **Introduction**

NOW THEREFORE:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT THE

... .. is not to be used properly

1 ... Parcel
2 ... separate property.

3 **IT IS FURTHER ORDERED** ... ACCOMANDO,
4 ... Las
5 ... order
6 ... that any and all
7 ... hundred
8 ... Precyon
9 ... 2-012,
10 ... the Plaintiff,
11 ... the Court
12 ... ACCOMANDO.

13 **IT IS FURTHER ORDERED** ... ACCOMANDO
14 ... property
15 ...

16 **IT IS FURTHER ORDERED** ... ACCOMANDO shall
17 ... monetary
18 ... deducted from
19 ... liability.

20 **IT IS FURTHER ORDERED** ...
21 ... \$1,970.50. Attorney's
22 ...

23 ...
24 ...
25 ...
26 ...

1 I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as submitted to me by any

2 person.

3

4

Dated this 6th day of December, 2023

5

Regina M. McConnell

6

7

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

LS

8

9 MARIA L. MILANO, ESQ.

10

11 REZA BATHARI, M.D., D.O.

12

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AFFIDAVIT OF SERVICE

County of Clark

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 Acuna-Garcia ("Recipient")

b.) Address/Location: 9377 Grand Banks Rd, 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





ASTA

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

GEORGANN ROSE ACCOMANDO,

Plaintiff(s)

vs.

MARIO ACCOMANDO,

Defendant(s),

Case No: D-21-628915-D

Dept No: O

CASE APPEAL STATEMENT

1. Appellant(s): Mario Accomando

2. Judge: David Gibson

3. Appellant(s): Mario Accomando

Counsel:

Mario Accomando
8546 Procyon St.
Las Vegas, NV 89139

4. Respondent (s): Georgann Rose Accomando

Counsel:

Maria L. Milano, Esq.
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, 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

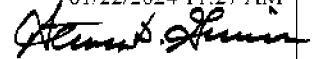
18 Dated This 9 day of January 2024.

19 Steven D. Grierson, Clerk of the Court

21 /s/ Cierra Borum

22 Cierra Borum, Deputy Clerk
23 200 Lewis Ave
24 PO Box 551601
25 Las Vegas, Nevada 89155-1601
26 (702) 671-0512

26 cc: Mario Accomando



CLERK OF THE COURT

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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 Presently the *Motion* is set on the Court's Chamber Calendar as the
2
3 *Motion* did not request oral argument. However, in his *Certificate of Service*,
4 the Defendant alleges to have served his *Motion* on the Plaintiff by mailing it
5 to the Plaintiff's instead of her retained attorney.
6

7 THE COURT FINDS that NRCP 5 (b)(1) requires that such pleadings
8 be properly served upon the Plaintiff.
9

10 THE COURT ORDERS that, due to the lack of proper service, this
11 court is unable to consider the Defendant's request, and the hearing
12 presently set for January 22, 2024 shall be VACATED.
13

14 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**

* * *

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

CERTIFICATE OF SERVICE

I hereby certify that on the above file stamp date:

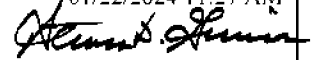
☒ I provided, the foregoing NOTICE OF ENTRY OF ORDER to:

Maria L. Milano, Esq.
mariamilano@atharilaw.com

Mario Accomando
ninaa1948@yahoo.com
relay@lasvegasboxer.com
marioa@rezenkowsky.com

/s/ Dayna Klingenberg

Dayna Klingenberg
Judicial Executive Assistant
Department O


CLERK OF THE COURT

1 ORDR

2 **DISTRICT COURT**
3 **FAMILY DIVISION**
4 **CLARK COUNTY, NEVADA**

5 GEORGANN ACCOMANDO,
6 Plaintiff,

7 vs.

Case No.: D-21-628915-D

8 MARIO ACCOMANDO,
9 Defendant.

Scheduled Hearing: January 22, 2024

10
11 **ORDER VACATING HEARING FOR LACK OF SERVICE**

12
13 THIS COURT FINDS the Defendant filed a *Motion to Settle* on
14 November 28, 2023.

15 THIS COURT FINDS the Defendant attached a *Certificate of Service*
16 to his *Motion*, which states that he mailed the *Motion* to Georgann
17 Accomando.
18

19 THIS COURT FINDS the Defendant should have mailed his *Motion* to
20 the Plaintiff's Attorney, Maria Milano, Esq.
21

22 THIS COURT FINDS even if the Plaintiff had ~~has~~ properly served the
23 Plaintiff, the Court is unable to grant his request for a settlement conference.
24 The Court will not schedule a settlement conference without the approval of
25 both parties .
26
27
28

1 Presently the *Motion* is set on the Court's Chamber Calendar as the
2
3 *Motion* did not request oral argument. However, in his *Certificate of Service*,
4 the Defendant alleges to have served his *Motion* on the Plaintiff by mailing it
5 to the Plaintiff's instead of her retained attorney.
6

7 THE COURT FINDS that NRCP 5 (b)(1) requires that such pleadings
8 be properly served upon the Plaintiff.
9

10 THE COURT ORDERS that, due to the lack of proper service, this
11 court is unable to consider the Defendant's request, and the hearing
12 presently set for January 22, 2024 shall be VACATED.
13

14 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
26
27
28

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

August 03, 2021

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

August 03, 2021 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.

COURT FINDS on July 14, 2021, an Order for Family Mediation Center Services and an Order Setting Case Management Conference and Directing Compliance With NRCP 16.2 were filed and set for a hearing on September 9, 2021 at 11:30 a.m.

COURT FINDS on July 23, 2021, Plaintiff filed a Motion for Temporary Award of Interim Spousal Support and for Attorney s Fees, which was set for a hearing on September 14, 2021 at 10:00 a.m.

Therefore, in the interest of judicial economy, COURT ORDERS the September 9, 2021 hearings shall be CONTINUED to September 14, 2021 at 10:00 a.m. to be heard simultaneously with the Plaintiff's

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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:

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**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.

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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:

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**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.

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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:

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**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.

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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.

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**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

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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.

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**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.

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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:

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**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

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Chambers Mastin, Amy M.

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**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.

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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:

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**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.

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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;

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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:

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**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 NRCP 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,

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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

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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:

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**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,

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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:

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES****January 24, 2023**

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

January 24, 2023 10:00 AM All Pending Motions

HEARD BY: Mastin, Amy M.**COURTROOM:** Courtroom 04**COURT CLERK:** Antoria Pickens**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

- DEFENDANT'S MOTION TO SET ASIDE ORDER, JUDGEMENT AND OR DIVORCE DECREE FOR FRAUD, PURJURY, CONTEMPT AND BIAS MOTION TO MODIFY CHILD CUSTODY, VISITATION, AND/OR CHILD SUPPORT MOTION FOR CHANGE IN SCHOOL ORDER TO SHOW CAUSE.

Court called the case and noted that Attorney Milano and Plaintiff were present in person, and Defendant/Mr. Accomando was present via the blue jeans app. Court reviewed the pleadings on file and inquired why Mr. Accomando was not present in person as directed. Court stated its concerns regarding the proof of service, Defendant's judicial complaint/motions, the affidavit, and the Court's decision to make Mr. Accomando a vexatious litigant. Court, counsel, and Defendant discussed the OSC, properties awarded to Plaintiff through the divorce, the party's trust, and Defendant's conveyance of the properties awarded to Plaintiff.

Discussion.

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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.

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**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.

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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.

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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.

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

November 29, 2023

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

November 29, 2023 10:00 AM All Pending Motions

HEARD BY: McConnell, Regina M.**COURTROOM:** Courtroom 04**COURT CLERK:** Teresa Romero**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's Motion To Enforce Order, For Attorney's Fees And For An Order Reducing Attorney's Fees To Judgment...Defendant's Opposition To Motion To Enforce Order, For Attorney Fees, And For An Order Reducing Attorney's Fees To Judgement...

Plaintiff and Counsel present in the courtroom.

COURT reviewed the pleadings related to the matter on calendar.

Atty. Milano requested that the motion be granted. The marital property was ordered to be placed on the market; however, the Defendant has interfered with the sale of the home. The Plaintiff then was granted exclusive possession; however, the Defendant refuses to leave the property. She is unable to evict him because he is still on the loan. Atty. Milano requested that the property be awarded as her sole and separate property and for attorney fees and costs and that they be reduced to judgement.

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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

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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