

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

2  
3           DAWNETTE R. DAVIDSON,

4                   Appellant,

CASE NO.: 67698

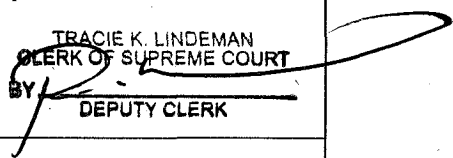
**FILED**

5                               vs.

OCT 21 2015

6           CHRISTOPHER B. DAVIDSON,

7                   Respondent.

TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
BY  DEPUTY CLERK

8  
9                               **APPELLANT'S APPENDIX**

10                               **VOLUME 1**

11  
12           **APPEAL FROM ORDER ENTERED FEBRUARY 20, 2015, BEFORE THE**  
13           **HONORABLE VINCENT OCHOA, DISTRICT JUDGE, EIGHTH**  
14           **JUDICIAL DISTRICT COURT, CLARK COUNTY, NEVADA**  
15           **.CASE NO. D-06-365382**

16           MILLS, MILLS & ANDERSON  
17           DANIEL W. ANDERSON, ESQ.  
18           703 S. Eighth Street  
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20           Attorney for Appellant

HOFLAND/ECCLES  
BRADLEY J. HOFLAND, ESQ.  
228 S. 4<sup>th</sup> Street, 1<sup>st</sup> Floor  
Las Vegas, Nevada 89101  
Attorney for Respondent

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28           **RECEIVED**

OCT 20 2015

TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
DEPUTY CLERK

15-32029

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1 DECD  
2 HOFLAND/ECCLES  
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5 4495 South Pecos Road Suite A  
6 Las Vegas, Nevada 89121  
7 (702) 895-6760  
8 Attorneys for Plaintiff, Chris Brian Davidson

Nov 13 3 31 PM '06

6 EIGHTH JUDICIAL DISTRICT COURT

7 FAMILY DIVISION

8 CLARK COUNTY, NEVADA

0365382

9 CHRISTOPHER BRIAN DAVIDSON,

) Case Number: D

10 Plaintiff,

) Dept No: C

11 vs.

) DECREE OF DIVORCE

12 DAWNETTE RACHEAL DAVIDSON,

13 Defendant.

14  
15 This cause of action coming before the Court on Plaintiff and Defendant's Request for  
16 Summary Disposition of Uncontested Divorce, the Plaintiff, Christopher Brian Davidson, being  
17 represented by Bradley J. Hofland, Esq. of Hofland Eccles, and the Defendant, Dawnette Racheal  
18 Davidson, appearing in Proper Person, and the Court, after reviewing the pleadings and  
19 documents on file herein and considering all and singular the law and the premises, and the Court  
20 being fully advised as to the law and the facts of the case, finds:

22 That the Court has complete jurisdiction in the premises, both as to the subject matter  
23 thereof as well as the parties thereto; that the Plaintiff now is, and has been an actual and bona  
24 fide resident of the County of Clark, State of Nevada, and has been actually domiciled therein for  
25 more than six weeks immediately preceding the commencement of this action; that all of the  
26 allegations contained in Plaintiff's Complaint are true as therein alleged and that Plaintiff is  
27  
28

1 entitled to a Decree of Divorce from the Defendant on the grounds as set forth in Plaintiff's  
2 Complaint; and that Defendant has waived Findings of Fact, Conclusions of Law and written  
3 Notice of Entry of Judgment in this action as he has failed to respond herein.

4 NOW THEREFORE,

5  
6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, that the bonds of  
7 matrimony heretofore and now existing between Plaintiff, Christopher Brian Davidson, and the  
8 Defendant, Dawnette Racheal Davidson, be, and the same are hereby wholly dissolved, and an  
9 absolute Decree of Divorce is hereby granted to the Plaintiff, and each of the parties hereto is  
10 hereby restored to the status of a single, unmarried persons. To the best of Defendant's  
11 knowledge, she is not pregnant at this time. No children were adopted during this marriage.

12 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Parties are awarded  
13 joint legal custody and Plaintiff awarded primary physical custody of the four (4) minor children  
14 born of this issue, to wit: Blake Christopher, born October 24, 1990; Blair Christopher, born  
15 March 17, 1992; Dominique Aubrielle, born April 13, 1996; and, Drew Christopher, born June 9,  
16 1999. There are no adopted children by the Parties hereto. To the best of Plaintiff's knowledge  
17 and belief, Defendant is not now pregnant.

18  
19 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff waives child  
20 support; that this represents a deviation from the statutory child support formula as set forth in  
21 NRS 125B.070 (which states that child support for four (4) children shall be thirty-one percent  
22 (31%) of the non-custodial parent's income).

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1 In the event the Defendant was to pay child support, said child support would be at least  
2 one hundred dollars (\$100.00) per month, per child, with the presumptive maximum amount of  
3 five hundred sixty six dollars (\$566.00) per child, per month. Notice of Entry of Judgment in this action as

4 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff to maintain  
5 medical insurance on the minor children until said children reach the age of eighteen (18), or if  
6 still in high school, until the age of nineteen (19), or become emancipated. Plaintiff to be  
7 responsible for any and all medical costs and deductibles not covered by insurance. and now hereby do

8 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant to complete  
9 the Court Education Program pursuant to EDCR 5.07. Upon satisfactory completion and filing  
10 the Certificate of Completion with this Court, Defendant may have visitation which shall be  
11 defined in accordance with the following specific visitation schedule:  
12

13 Defendant is to have visitation every other weekend, defined as Saturday at 10:00 a.m.  
14 until Sunday at 5:00 p.m.

15 The following holiday visitation schedule to be as follows:

16 New Year's to be divided into two periods. The first period to begin at 6:00 p.m.  
17 December 31 and conclude at 12:00 p.m. January 1. The second period to begin at 12:00 p.m.  
18 and conclude at 9:00 p.m. January 1. These periods to be alternated on a yearly basis, with the  
19 children residing with the Father the first period in odd numbered years and with the Mother in  
20 even numbered years; and with Father the second period in even numbered years and with the  
21 Mother in odd numbered years.  
22

23 Easter to be divided into two periods. The first period to begin at 7:00 a.m. and conclude  
24 at 2:00 p.m. Easter Sunday. The second period to begin at 2:00 p.m. and conclude at 9:00 p.m.  
25 Easter Sunday. These periods to be alternated on a yearly basis with the children residing with the  
26  
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1 Mother the first period in even numbered years and with the Father in odd numbered years; and  
2 with Mother the second period in odd numbered years and with the Father in even numbered  
3 years. per child per month five hundred sixty six dollars (\$566.00) per

4 Memorial Day to be defined as beginning at 8:00 a.m. the Saturday before Memorial Day  
5 and concluding at 8:00 p.m. on Memorial Day. Memorial Day to be alternated on a yearly basis,  
6 with the children residing with the Mother in odd numbered years and with the Father in even  
7 numbered years.  
8

9 The Mother is awarded the children every year for Mother's Day; the Father awarded the  
10 children every year for Father's Day. Said Mother's Day and Father's Day to begin at 7:00 a.m.  
11 and conclude at 9:00 p.m. of said day.  
12

13 Labor Day to be defined as beginning at 8:00 a.m. the Saturday before Labor Day and  
14 concluding at 8:00 p.m. on Labor Day. Labor Day to be alternated on a yearly basis, with the  
15 children residing with the Father in odd numbered years and with the Mother in even numbered  
16 years.  
17

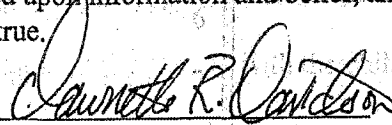
18 Halloween to be defined as beginning at 3:00 p.m. and concluding at 9:00 p.m. on October  
19 31 every year. The children will reside with the Father in even numbered years and with the  
20 Mother in odd numbered years.  
21

22 Thanksgiving to be divided into two periods. The first period to begin at 7:00 a.m. and  
23 conclude at 2:00 p.m. Thanksgiving Day. The second period to begin at 2:00 p.m. and conclude  
24 at 10:00 p.m. Thanksgiving Day. These periods to be alternated on a year basis, with the children  
25 residing with the Mother the first period in even numbered years and with the Father in odd  
26 numbered years; and with the Mother the second period in odd numbered years and with the  
27 Father in even numbered years.  
28

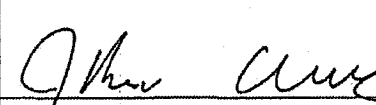
1 VERIFICATION  
2 STATE OF NEVADA )

3 ) ss.  
4 County of Clark )

5 Dawnette Racheal Davidson, being first duly sworn according to law, deposes and says:  
6 That the undersigned is the Defendant in the above entitled action; that she has read the above and  
7 foregoing Decree of Divorce, and knows the contents thereof; that the same is true of her own  
8 knowledge, except for any matters therein stated upon information and belief, and as to those  
9 matters therein stated, she believes them to be true.

10   
11 Dawnette Racheal Davidson

12 Subscribed and Sworn to before me  
13 this 2 day of November, 2006.

14   
15 Notary Public in and for the  
16 said County and State

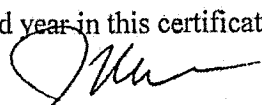


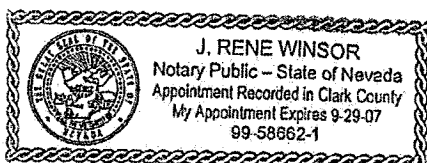
17 STATE OF NEVADA )  
18 ) ss.  
19 County of Clark )

20 Acknowledgment

21 On this 2 day of November, 2006, personally appeared before me, a Notary Public, in  
22 and for the said County and State, Dawnette Racheal Davidson, known to me to be the person  
23 described in and who executed the foregoing instrument, Decree of Divorce, she acknowledged to  
24 me that the instruments were executed freely and voluntarily and for the same uses and purposes  
25 therein mentioned.

26 Witness my hand and official seal the day and year in this certificate first above written.

27   
28 Notary Public in and for the  
said County and State



1 Christmas to be divided into two periods. The first period to begin at 8:00 a.m. and  
2 conclude at 8:00 p.m. December 24. The second period to begin at 8:00 p.m. December 24 and  
3 conclude at 8:00 p.m. December 25. These periods to be alternated on a yearly basis, with the  
4 children residing with the Father the first period in odd numbered years and with the Mother in  
5 even numbered years; and with the Father the second period in even numbered years and with the  
6 Mother in odd numbered years.

7  
8 The Mother to have the children every year for her birthday; and the Father to have the  
9 children every year for his birthday. Said parent's birthdays to be defined as beginning at 7:00  
10 a.m. and concluding at 10:00 p.m. on the parent's birthday.

11 The children's birthdays to be divided into two periods. The first period to begin at 7:00  
12 a.m. and conclude at 12:00 p.m. on each child's birthday. The second period to begin at 12:00  
13 p.m. and conclude at 10:00 p.m. on each child's birthday. The children to reside with the Mother  
14 the first period and the Father the second period every year.

15  
16 Any other holiday or special occasion not specifically mentioned herein will be celebrated  
17 with the party who is normally scheduled to parent on that day.

18 Vacations will take precedence over the regular time share arrangement but not over the  
19 holiday time share arrangement. Providing that it causes no disruption with the children's  
20 schooling, both Plaintiff and Defendant to be allowed to have the children during their respective  
21 vacations for a period of two weeks. The parties to provide the other party at least two (2) weeks  
22 advance notice of said vacation.

23  
24 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that pursuant to NRS  
25 125.510(6), the parties are hereby put on notice of the following:

26 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,  
27 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER  
28 IS PUNISHABLE AS A CATEGORY "D" FELONY AS PROVIDED IN NRS 193.130.



1 NRS 200.359 provides that every person having a limited right of custody to a children or  
2 any parent having no right of custody to the children who willfully detains, conceals or  
3 removes the children from a parent, guardian or other person having lawful custody or a  
4 right of visitation of the children in violation of an order of this court, or removes the  
5 children from the jurisdiction of the court without the consent of either the court or all  
6 persons who have the right to custody or visitation is subject to being punished for a  
7 category "D" felony as provided in NRS 193.130.

8 The State of Nevada, United States of America, is the habitual residence of the minor  
9 children of the Parties hereto. The parties are also put on notice that the terms of the Hague  
10 Convention of October 25, 1980, adopted by the 14<sup>th</sup> Session of the Hague Conference on Private  
11 International Law apply if a parent abducts or wrongfully retains a children in a foreign country.

12 The parties are also put on notice of the following provisions in NRS 125.510(8):

13 If a parent of the children lives in a foreign country or has significant commitments in a  
14 foreign country:

15 (a) The parties may agree, and the court shall include in the order for custody  
16 of the children, that the United States is the country of habitual residence of the  
17 children for the purposes of applying the terms of the Hague Convention as set  
18 forth in subsection 7.

19 (b) Upon motion of one of the parties, the court may order the parent to post a  
20 bond if the court determines that the parent poses an imminent risk of wrongfully  
21 removing or concealing the children outside of the country of habitual residence.  
22 The bond must in an amount determined by the court and may be used only to pay  
23 for the cost of locating the children and returning him to his habitual residence if  
24 the children is wrongfully removed from or concealed outside the country of  
25 habitual residence. The fact that a parent has significant commitments in a foreign  
26 country does not create a presumption that the parent poses an imminent risk of  
27 wrongfully removing or concealing the children.

28 That the parties are also put on notice of the following provision of NRS 125C.200:

If custody has been established and the custodial parent or a parent having joint  
custody intends to move her residence to a place outside of this state and to take  
the children with her, she must, as soon as possible and before the planned move,  
attempt to obtain the written consent of the other parent to move the children from  
the state. If the non-custodial parent or other parent having joint custody refuses to  
give that consent, the parent planning the move shall, before she leaves the state

1 with the children; petition the court for permission to move the children. The  
2 failure of a parent to comply with the provisions of this section may be considered  
3 as a factor if a change of custody is requested by the non-custodial parent or other  
4 parent having joint custody.

5 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the parties are further  
6 put on notice that they are subject to the provisions of NRS 31A and 125.450 regarding the  
7 collection of delinquent children support payments.

8 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the parties are further  
9 put on notice that either party may request a review of children support pursuant to NRS  
10 125B.145.

11 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Parties to submit  
12 the information required in NRS 125B.055, NRS 125.130 and NRS 125.230 on a separate form to  
13 the Court and the Welfare Division of the Department of Human Resources within ten (10) days  
14 from the date the Decree in this matter is filed. Such information shall be maintained by the Clerk  
15 in a confidential manner and not part of the public record. The Parties shall update the  
16 information filed with the Court and the Welfare Division of the Department of Human Resources  
17 within ten (10) days should any of that information become inaccurate.

18 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant to claim  
19 said minor children on his income tax each year.

20 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff and  
21 Defendant ordered to each be responsible for one half (1/2) of the 2006 tax debt.

22 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that alimony is awarded to  
23 Defendant as a one time payment of fifty thousand dollars (\$50,000.00).

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1 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff to pay for  
2 Defendant's medical insurance premiums for one and a half (1 ½) years and from date of Decree.  
3 Defendant to be responsible for any and all medical costs and deductibles not covered by  
4 insurance.

5 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff shall change  
6 the beneficiary of the two (2) life insurance policies currently held by Plaintiff, from Defendant  
7 only to Defendant and the four (4) children to split equally.  
8

9 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that community property  
10 to be adjudicated by this Court is as follows:

11 Plaintiff is awarded as his sole and separate property, the following:

- 12
- 13 a. Real property located at 4683 Clay Peak Drive, Las Vegas, Nevada, as more fully
  - 14 b. All furnishings and appliances currently located at 4683 Clay Peak Drive, Las
  - 15 c. The 1991 Mercedes Benz, 420 SEL, VIN WDBCA35E4MA595353, subject to
  - 16 d. The 1991 Mercedes Benz 560 SEL, VIN WDBCA39E4MA609715, subject to
  - 17 e. The 1957 Chevy Bel Air, VIN VC57K108471, subject to encumbrances
  - 18 f. The 2003 Ferrari, VIN ZFFYT53A330133580, subject to encumbrances
  - 19 g. The 401k with LFP;
  - 20 h. The CKX Note;
  - 21 i. All Elvis Memorabilia;
  - 22 j. The Bank West of Nevada, account number ending in 3261;
  - 23 k. The memorabilia at Hot Boat;
  - 24 l. The GEVM Stock;
  - 25 m. The Hawaii option;
  - 26 n. The Catalyst LLC;
  - 27 o. All cash on hand of six thousand dollars (\$6,000.00);
  - 28 p. All of the children's personal effects and furniture; and
  - q. All of his personal effects, jewelry and clothing.

1 Defendant is awarded as her sole and separate property, the following:

- 2
- 3 a. The 2000 American Dream, VIN 4VZBN2494YCO35843, subject to
- 4 encumbrances thereagainst, if any;
- 5 b. The Morgan Stanley account;
- 6 c. The cash Disbursement TCB;
- 7 d. The CKX note;
- 8 e. The Moku Kauhale LLC;
- 9 f. The 2003 Cadillac Escalade, VIN 3GYFK66N23G227176, subject to any
- 10 encumbrances thereagainst, if any;
- 11 g. Cash on hand of six thousand dollars (\$6,000.00);
- 12 h. All bank accounts in her name; and
- 13 i. All of her personal effects, jewelry and clothing.
- 14

15 The Parties shall be ordered to execute a Bill of Sale and Title to the vehicles being  
16 conveyed to each respective Party herein, thereby transferring said vehicles accordingly. In the  
17 event either Party should fail to do so, the State of Nevada Department of Motor Vehicles shall be  
18 ordered to transfer said titles to said vehicles accordingly.

19 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Blake Davidson shall  
20 be awarded the 2001 Chevrolet Suburban, VIN 1GNEC16T11J305756, subject to any  
21 encumbrances thereagainst, if any.

22 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Parties own certain  
23 real property located at 4683 Clay Peak Drive, Las Vegas, Nevada, more particularly described as  
24 follows:

25 Tucson Ridge-Unit 3 Plat Book 75, Page 96, Lot 18GEOID: PT N2 NE4 SEC 05 20 60.

26 Parcel No. 138-05-511-001

27 Defendant is ordered to execute a quitclaim deed, thereby releasing all her right, title and  
28 interest in and to said real property to Plaintiff. An appraisal of said property is to be conducted  
and the Plaintiff to pay Defendant one half (1/2) the equity based on said appraisal. In the event

1 Defendant should fail or refuse to execute said Quitclaim Deed within thirty (30) days of entry of  
2 this Decree of Divorce, then and in that event, the Clark County, Nevada Treasurer's Office and  
3 Recorder's Office shall be authorized, directed and ordered to transfer said property to Plaintiff.

4 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that each party to be  
5 ordered to execute any and all legal documents, certificates of title, bills of sale, deeds or other  
6 evidence of transfer necessary to effectuate the Decree to be entered herein within five (5) days of  
7 being presented with such transfer documentation, unless otherwise defined herein. Should either  
8 party fail to execute any of said documents to transfer interest to the other, then the Decree will  
9 constitute a full transfer of the interest of one to the other, as herein provided, and it is further  
10 agreed that pursuant to NRCP 70, the Clerk of the Court, Shirley B. Parraguirre, will be deemed  
11 to have hereby been appointed and empowered to sign, on behalf of the non-signing party, any of  
12 the said documents of transfer which have not been executed by the party otherwise responsible  
13 for such.  
14

15  
16 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the community debts  
17 of the parties to be adjudicated by this Court are as follows:

18 Plaintiff is ordered to pay and be responsible for the following debts, and to hold  
19 Defendant harmless therefrom:

- 20  
21 a. All mortgages, taxes, insurance and other obligations concerning the real property  
22 to be awarded to him;  
23 b. All obligations securing the vehicles to be awarded to him;  
24 c. All credit cards and other obligations in his name; and  
25 d. All debts incurred by him since the date of separation, i.e., October 21, 2006.

26 Defendant is ordered to pay and be responsible for the following debts, and hold Plaintiff  
27 harmless therefrom:

- 28 a. All obligations securing the vehicles to be awarded to her;  
b. All credit cards and other obligations in her name; and

c. All debts incurred by her since the date of separation, i.e., October 21, 2006.

Neither party shall charge, or cause or permit to be charged, to or against the other any purchase or purchases which either of them may hereafter make, and shall not hereafter create any engagements or obligations in the name of or against the other, and shall never hereafter secure or attempt to secure any credit upon or in connection with the other, or his or her name, and each of them will promptly pay all debts and discharge all financial obligations which each may incur for himself or herself, and each of them will hereafter hold the other free and harmless from any and all debts and other obligations which the other may incur.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant to maintain her married name and continue to be known as Dawnette Racheal Davidson as her full and legal name.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED for such other and further relief as the Court may deem just and proper in the premises.

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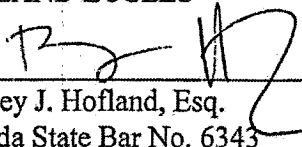
1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED the parties are required to  
2 provide their social security numbers on a separate form to the Court and to the Welfare Division  
3 of the Department of Human Resources within ten (10) days from the date this Decree is filed  
4 pursuant to NRS 125.130. Such information shall be maintained by the Clerk in a confidential  
5 manner and not part of the public record.

6  
7 DECREED AND ORDERED this 8 day of November, 2006.

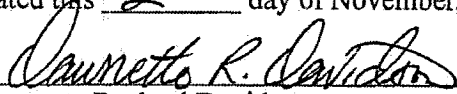
8  
9 STEVEN E. JONES  
DISTRICT JUDGE

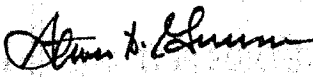
10 Respectfully submitted this 6<sup>th</sup> day  
11 of November, 2006 by:

12 HOFLAND ECCLES

13 By:   
14 Bradley J. Hofland, Esq.  
15 Nevada State Bar No. 6343  
16 4495 South Pecos Road, Suite A  
17 Las Vegas, Nevada 89121  
(702) 895-6760  
Attorney for Plaintiff

18 Dated this 2 day of November, 2006.

19   
20 Dawnette Racheal Davidson  
21 4683 Clay Peak Drive  
22 Las Vegas, Nevada 89129  
23 Defendant in Proper Person  
24  
25  
26  
27  
28

  
CLERK OF THE COURT

1 NOTC  
2 MILLS & MILLS LAW GROUP  
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5 703 South Eighth Street  
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7 (702) 386-0030  
8 Attorney for Defendant  
9 [attorneys@millsnv.com](mailto:attorneys@millsnv.com)

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

10 CHRISTOPHER BRIAN DAVIDSON )

11 Plaintiff, )

12 vs. )

CASE NO.: D 365382  
DEPT. NO.: C

13 DAWNETTE RACHEAL DAVIDSON, )

14 Defendant. )  
15 )  
16 )

17 NOTICE OF LIS PENDENS

18 TO: ALL PARTIES IN INTEREST

19 COMES NOW, the Defendant, DAWNETTE RACHAEL DAVIDSON, by and  
20 through her attorney, DANIEL W. ANDERSON, ESQ. of MILLS & MILLS LAW GROUP  
21 and hereby NOTIFIES all who may have claim, of a Lis Pendens concerning the following  
22 real property more particularly described as:

23 Commonly known as 14683 Clay Peak Drive, Las Vegas, Nevada, more particularly  
24 described as follows:

25 Tucson Ridge-Unit 3  
26 Plat Book 75 Page 96  
27 Lot 18 GEOID: PT N2 NE4 SEC 05 20 60  
28 Parcel #138-05-511-001

That the Plaintiff was ordered to pay to Defendant her community interest in the



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aforementioned property; however, Plaintiff has listed the property for sale but has failed to satisfy his obligation to Defendant. Plaintiff is indebted to Defendant for one-half (1/2) of the net equity based upon the appraised value at the time of entry of the Decree of Divorce on November 13, 2006.

DATED this 4 day of September, 2014.

MILLS & MILLS LAW GROUP

  
DANIEL W. ANDERSON, ESQ.

Bar No. 9955

703 South Eighth Street

Las Vegas, Nevada 89101

Attorney for Defendant

When recorded mail to:  
MILLS & MILLS LAW GROUP  
703 South Eighth Street  
Las Vegas, Nevada 89101

**RECORDING COVER PAGE**

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(11 digit Assessor's Parcel Number may be obtained at:  
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**TITLE OF DOCUMENT**

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Daniel W. Andersons, Esq. of Mills & Mills Law Group

RETURN TO: Name Daniel W. Anderson, Esq./ Mills & Mills Law Group

Address 703 South Eighth Street

City/State/Zip Las Vegas, NV 89101

**MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)**

Name Not applicable.

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

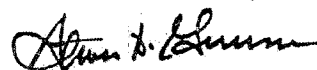
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CLERK OF THE COURT

1 DANIEL W. ANDERSON, ESQ.  
2 Nevada Bar #9955  
3 MILLS & MILLS LAW GROUP  
4 703 South Eighth Street  
5 Las Vegas NV 89101  
6 (702) 386-0030  
7 Attorney for Defendant  
8 attorneys@millsnv.com

9  
10  
11 DISTRICT COURT  
12 FAMILY DIVISION  
13 CLARK COUNTY, NEVADA  
14

15 CHRISTOPHER BRIAN DAVIDSON, )  
16 )  
17 Plaintiff, )  
18 )  
19 vs. )  
20 )  
21 DAWNETTE RACHEAL DAVIDSON, )  
22 )  
23 Defendant. )  
24 )  
25 )  
26 )  
27 )  
28 )

CASE NO.: D-365382  
DEPT. NO.: S

29 MOTION TO ENFORCE DECREE OF DIVORCE, FOR ATTORNEY'S FEES, AND  
30 FOR OTHER RELATED RELIEF, AND NOTICE OF MOTION.

31 COMES NOW the Defendant, DAWNETTE RACHEAL DAVIDSON, by and through  
32 her attorney, DANIEL W. ANDERSON, ESQ., of the law firm of MILLS & MILLS LAW  
33 GROUP, and pursuant to the Nevada Revised Statutes and Eighth Judicial District Court Rules  
34 cited herein below, hereby respectfully moves this Honorable Court for the following:

- 35 1. An Order of the pursuant to NRS 125.240 directing Christopher to immediately  
36 comply with the Decree of Divorce respecting the following provisions:
  - 37 a. Payment to Defendant of 50% of the 2006 appraised value of the residence  
38 located at 4683 Clay Peak Drive, Las Vegas Nevada.
  - 39 b. Payment of 50% of the CKX Note proceeds in the approximate amount of  
40 \$837,500.00.
  - 41 c. Payment of insurance premiums in the amount of \$9,234.00

- 1 d. Payment of cash disbursement from TCB.
- 2 2. An Order of the Court awarding Dawnette attorney's fees for being forced to file this
- 3 motion in the amount of \$3,500.00;
- 4 3. For any and other such further relief as this Court deems appropriate in the premises.


5 This Motion is made and based upon the papers and pleadings on file herein, Points and

6 Authorities cited below, the Affidavit of Defendant, DAWNETTE RACHEAL DAVIDSON,

7 attached hereto and other supporting documentation set forth hereinbelow.

8 DATED this 11 day of September, 2014.

9 MILLS & MILLS LAW GROUP

10   
11 DANIEL W. ANDERSON, ESQ.  
12 Nevada Bar No. 9955  
13 703 S. 8<sup>th</sup> Street  
14 Las Vegas NV 89101  
15 Attorney for Defendant

16 NOTICE OF MOTION

17 TO: CHRISTOPHER BRIAN DAVIDSON;

18 PLEASE TAKE NOTICE that the undersigned will bring the foregoing DEFENDANT'S

19 MOTION FOR ENFORCEMENT OF THE DECREE OF DIVORCE, filed in the above-

20 captioned matter on for hearing in the above-entitled Court on the 10 day of DEC,

21 ///

22 ///

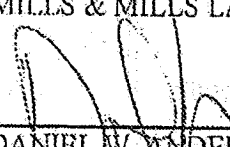
23 ///

2014, at the hour of 10:30 o'clock    m., in Department No   S  , or as soon thereafter as  
counsel may be heard. You are required to attend if you wish to oppose said Motions.

DATED this 11 day of September, 2014.

MILLS & MILLS LAW GROUP

By:

  
DANIEL W. ANDERSON, ESQ.  
Nevada Bar No. 9955  
703 S. 8<sup>TH</sup> STREET  
Las Vegas, Nevada 89101  
(702) 386-0030  
Attorneys for Defendant

## POINTS AND AUTHORITIES

### I.

## STATEMENT OF FACTS

The Defendant, DAWNETTE RACHEAL DAVIDSON (hereinafter "Dawnette") and  
Plaintiff, CHRISTOPHER BRIAN DAVIDSON, (hereinafter "Christopher") were divorced by  
Summary Decree of Divorce dated November 13, 2006. The Decree of Divorce contained the  
following relevant provisions related to property distribution:

Defendant is awarded as her sole and separate property, the following:

- c. The cash Disbursement TCB;
- d. The CKX note;

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the  
parties own certain real property located at 4683 Clay Peak Drive, Las Vegas,  
Nevada,...Defendant is ordered to execute a quitclaim deed, thereby releasing all  
her right, title and interest in and to said real property to Plaintiff. An appraisal of  
said property is to be conducted and the Plaintiff to pay one half (1/2) the equity  
based on said appraisal...

See Decree of Divorce, page 9, ll. 4-5, 24-26.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff  
to pay for Defendant's medical insurance premiums for one and half (1 ½) years.

1 See Decree of Divorce, page 7, ll. 1-2.

2 Subsection "c." above, the "cash disbursement TCB", is in reference to a company owned  
3 and operated by Christopher that was created during the parties' marriage, TCB Enterprises LLC.  
4 According to Nevada Secretary of State Records, Christopher allowed the company to go into  
5 default in April of 2008. Dawnette was entitled to a cash disbursement from TCB based on her  
6 community interest in the company as stated in the Decree of Divorce, which she never received.

7 Subsection "d." above is in reference to the sale of the Elvis-A-Rama Museum, owned  
8 and operated by the parties and a business partner during the marriage, to CKX, Inc. The sale  
9 price of the museum and its assets was 6.7 million dollars. Christopher and Dawnette were  
10 entitled to receive 3.35 million from the sale, with the balance going to Christopher's business  
11 partner. Christopher and Dawnette received 50% of their portion of the sale proceeds, 1.675  
12 million, prior to the divorce being finalized. The second half of their payment was not paid until  
13 one year after the first payment pursuant to the sale agreement, which would have made the  
14 payment due several months after the Decree of Divorce. Dawnette is unaware of the disposition  
15 of her portion of the second payment, approximately \$837,500.00, as she never received any  
16 additional funds from the sale.

17 Less than two weeks after the Decree of Divorce was entered in 2006, the parties  
18 reconciled and lived together for another five years. Notwithstanding the parties' reconciliation,  
19 Christopher and Dawnette never remarried. Dawnette moved out of the marital residence in  
20 2011 and currently resides in the state of Washington. Upon information and belief, Christopher  
21 is now residing in Hawaii and has recently listed the marital residence for sale with an offer  
22 pending. Christopher failed to notify Dawnette of the pending sale, and has never accounted for the  
23 payments Dawnette should have received pursuant to the Decree of Divorce. In order to avoid  
24 the home being sold out from under her, Dawnette recorded a Lis Pendens on the home on  
25 approximately August 30, 2014.

26 While the parties' reconciliation may account for the delay in Dawnette receiving the  
27 money she is entitled to under the Decree, it does not legally or equitably justify a windfall in  
28

1 Christopher's favor of approximately one million dollars. As such, Dawnette now moves the  
2 Court for the following: 1) an order of the court directly Christopher to pay Dawnette 50% of  
3 the equity in the marital residence based on the 2006 appraised value immediately upon the sale  
4 of the home, 2) an order of the Court directing Christopher to pay Dawnette the sum of  
5 \$837,500.00 as her portion of the CKX note awarded to her under the Decree of Divorce and  
6 reducing said amount to judgment 3) and order of the Court directing Christopher to immediately  
7 pay to Dawnette her cash disbursement from TCB, and reimbursing Dawnette for medical  
8 insurance premiums for 18 months, totaling \$9,234.00.

9  
10 **II.**  
**ARGUMENT**

11 **A. The Court Should Order Christopher to Immediately Satisfy the Outstanding**  
12 **Balance of the Property Distribution due to Dawnette and Reduce all Unpaid**  
13 **Amounts to Judgment.**

14 This Court has the authority to compel compliance with its orders pursuant to NRS  
15 125.240:

16 **NRS 125.240 Enforcement of judgment and orders: Remedies.** The final  
17 judgment and any order made before or after judgment may be enforced by the  
18 court by such order as it deems necessary. A receiver may be appointed, security  
19 may be required, execution may issue, real or personal property of either spouse  
20 may be sold as under execution in other cases, and disobedience of any order may  
21 be punished as a contempt.

22 The foregoing statute authorize the Court to compel Christopher's compliance with the Decree  
23 of Divorce in any manner necessary to compel satisfaction of the Decree's terms. In this case,  
24 the Court should issue the following orders:

- 25 a. Sale of the residence. Upon completion of the sale of the residence, the Court should  
26 direct that 100% of the sale proceeds are paid to Dawnette. 50% of the sale proceeds  
27 will be used to satisfy Dawnette's community interest in the residence itself, and the  
28 balance will be used to reduce the amount owed to Dawnette from the interest in the  
CKX note.

- 1 b. Judgment on CKX note. Once the sale of the residence is completed and Dawnette  
2 has received 100% of the proceeds, the Court should reduce the total amount due and  
3 owing on the CKX note to judgment against Christopher.
- 4 c. Judgment on TCB cash disbursement. The Court should reduce to judgment against  
5 Christopher the total amount Dawnette should have received for her interest in TCB.
- 6 d. Insurance premiums. The Court should reduce to judgment against Christopher the  
7 amount owed for 18 months of insurance premiums. At \$513.00 per month for 18  
8 months,<sup>1</sup> Christopher owes the amount of \$9,234.00 to Dawnette.

9 **B. The Court should Award Dawnette with Attorney's Fees.**

10 NRS 125.180 authorize the Court to award attorney's fees to a party seeking to enforce  
11 payment due under the terms of a Decree of Divorce. NRS 20.100 similarly authorize the Court  
12 to order the payment of fees to a party seeking to enforce a court order against a defaulting party.  
13 In this case, Christopher has clearly defaulted in making payments to Dawnette due under the  
14 Decree, including her equity in the home, her portion of the CKX note proceeds and cash  
15 disbursement from TCB, and 18 months of insurance premiums. As such, the Court should  
16 award Dawnette with fees and costs associated with this action in the amount of \$3,500.00.  
17 Dawnette respectfully requests permission to submit a *Brunzell* brief at the conclusion of these  
18 proceedings to include all fees and costs incurred through the resolution of this case.

19 **III.**  
20 **CONCLUSION**

21 Based upon the above and foregoing, Plaintiff respectfully requests that this Court enter  
22 the following Orders:

- 23 1. An Order of the pursuant to NRS 125.240 directing Christopher to immediately  
24 comply with the Decree of Divorce respecting the following provisions:  
25  
26

27  
28 <sup>1</sup> See Exhibit "B" for proof of cost of the insurance premium.



- a. Payment to Defendant of 50% of the 2006 appraised value of the residence located at 4683 Clay Peak Drive, Las Vegas Nevada.
  - b. Payment of 50% of the CKX Note proceeds in the approximate amount of \$837,500.00.
  - c. Payment of insurance premiums in the amount of \$9,234.00
  - d. Payment of cash disbursement from TCB.
2. An Order of the Court awarding Dawnette attorney's fees for being forced to file this motion in the amount of \$3,500.00;
  3. For any and other such further relief as this Court deems appropriate in the premises.

DATED this 11 day of September, 2014.

By:

MILES & MILLS LAW GROUP

DANIEL W. ANDERSON, ESQ.  
Nevada Bar No. 9955  
703 S. Eighth Street  
Las Vegas, Nevada 89101  
Attorneys for Plaintiff

**AFFIDAVIT OF DAWNETTE RACHEAL DAVIDSON IN SUPPORT OF MOTION**

STATE OF WASHINGTON )

) ss:

COUNTY OF )

DAWNETTE RACHEAL DAVIDSON, being first duly sworn according to law, deposes and says:

1. I have provided all of the information, dates and incidents for use in this Motion and state

1 under oath that the information contained therein and which I have read, corrected and  
2 approved, is true and correct to the best of my knowledge.

3 2. Based on my knowledge, belief and information and as though repeated herein by my  
4 affidavit, I incorporate the facts and incidents of the motion as though fully reprinted in  
5 this affidavit.

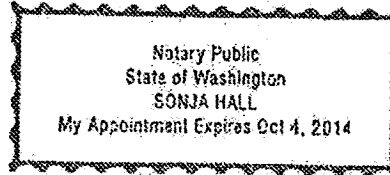
6 WHEREFORE, I respectfully request that this Court grant the relief requested.

7 FURTHER AFFIANT SAYETH NAUGHT.

8   
9 DAWNETTE RACHEAL DAVIDSON

10 SUBSCRIBED and SWORN to before me  
11 this 10 day of September, 2014.

12   
13 NOTARY PUBLIC in and for Said  
14 County and State



MOPI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

DAWNETTE RACHEAL DAVIDSON,

Plaintiff,

CHRISTOPHER BRIAN DAVIDSON,

Defendant

CASE NO. D 365382

DEPT. NO.: S

FAMILY COURT MOTION/OPPOSITION FEE  
INFORMATION SHEET (NRS 19.0312)

Party Filing Motion/Opposition: <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	
<b>Motion TO ENFORCE DECREE OF DIVORCE...</b>	
<u>Notice</u>  Motions and Oppositions to Motions filed after entry of final Decree or Judgment (pursuant to NRS 125, 125B & 125C) are subject to the Re- open filing fee of \$25.00, unless specifically excluded. (See NRS 19.0312)	<u>Excluded Motions/Oppositions</u>  Motions filed before final Decree/Custody Decree entered (Divorce/Custody Decree NOT final)  <input type="checkbox"/> Child Support Modification ONLY  <input type="checkbox"/> Motion/Opposition for Reconsideration (Within 10 days of Decree)  <input type="checkbox"/> Request for New Trial (Within 10 days of Decree) Date of Last Order _____  <input type="checkbox"/> Other Excluded Motion _____ (Must be prepared to defend exclusion to Judge)  <b>NOTE:</b> If no boxes are checked filing fee MUST be paid.
<input checked="" type="checkbox"/> Motion/Opp IS subject to 25.00 filing fee <input type="checkbox"/> Motion/Opp IS NOT subject to filing fee	

Date: September 11, 2014

DANIEL W. ANDERSON, ESQ.

Printed Name of Preparer:

/S/ DANIEL W. ANDERSON

Signature of Preparer

# EXHIBIT "A"

COPY

FILED

1st 13 3 31 PM '06

1 DECD  
2 HOFLAND/ECCLES  
3 Bradley J. Hofland, Esq.  
4 Nevada State Bar No. 6343  
5 4495 South Pecos Road Suite A  
6 Las Vegas, Nevada 89121  
7 (702) 895-6760  
8 Attorneys for Plaintiff, Chris Brian Davidson

8 EIGHTH JUDICIAL DISTRICT COURT

9 FAMILY DIVISION

10 CLARK COUNTY, NEVADA

0365382

11 CHRISTOPHER BRIAN DAVIDSON,

) Case Number: D

) Dept No:

12 Plaintiff,

) DECREE OF DIVORCE

13 vs.

14 DAWNETTE RACHEAL DAVIDSON,

15 Defendant.

16 This cause of action coming before the Court on Plaintiff and Defendant's Request for  
17 Summary Disposition of Uncontested Divorce, the Plaintiff, Christopher Brian Davidson, being  
18 represented by Bradley J. Hofland, Esq. of Hofland Eccles, and the Defendant, Dawnette Racheal  
19 Davidson, appearing in Proper Person, and the Court, after reviewing the pleadings and  
20 documents on file herein and considering all and singular the law and the premises, and the Court  
21 being fully advised as to the law and the facts of the case, finds:

22 That the Court has complete jurisdiction in the premises, both as to the subject matter  
23 thereof as well as the parties thereto; that the Plaintiff now is, and has been an actual and bona  
24 fide resident of the County of Clark, State of Nevada, and has been actually domiciled therein for  
25 more than six weeks immediately preceding the commencement of this action; that all of the  
26 allegations contained in Plaintiff's Complaint are true as therein alleged and that Plaintiff is  
27

entitled to a Decree of Divorce from the Defendant on the grounds as set forth in Plaintiff's Complaint; and that Defendant has waived Findings of Fact, Conclusions of Law and written Notice of Entry of Judgment in this action as he has failed to respond herein.

NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, that the bonds of matrimony heretofore and now existing between Plaintiff, Christopher Brian Davidson, and the Defendant, Dawnette Rachael Davidson, be, and the same are hereby wholly dissolved, and an absolute Decree of Divorce is hereby granted to the Plaintiff, and each of the parties hereto is hereby restored to the status of a single, unmarried persons. To the best of Defendant's knowledge, she is not pregnant at this time. No children were adopted during this marriage.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Parties are awarded joint legal custody and Plaintiff awarded primary physical custody of the four (4) minor children born of this issue, to wit: Blake Christopher, born October 24, 1990; Blair Christopher, born March 17, 1992; Dominique Aubrielle, born April 13, 1996; and, Drew Christopher, born June 9, 1999. There are no adopted children by the Parties hereto. To the best of Plaintiff's knowledge and belief, Defendant is not now pregnant.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff waives child support; that this represents a deviation from the statutory child support formula as set forth in NRS 125B.070 (which states that child support for four (4) children shall be thirty-one percent (31%) of the non-custodial parent's income).

\\

\\

\\

1 In the event the Defendant was to pay child support, said child support would be at least  
2 one hundred dollars (\$100.00) per month, per child, with the presumptive maximum amount of  
3 five hundred sixty six dollars (\$566.00) per child, per month.

4 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff to maintain  
5 medical insurance on the minor children until said children reach the age of eighteen (18), or if  
6 still in high school, until the age of nineteen (19), or become emancipated. Plaintiff to be  
7 responsible for any and all medical costs and deductibles not covered by insurance.

8 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant to complete  
9 the Court Education Program pursuant to EDCR 5.07. Upon satisfactory completion and filing  
10 the Certificate of Completion with this Court, Defendant may have visitation which shall be  
11 defined in accordance with the following specific visitation schedule:  
12

13 Defendant is to have visitation every other weekend, defined as Saturday at 10:00 a.m.  
14 until Sunday at 5:00 p.m.  
15

16 The following holiday visitation schedule to be as follows:

17 New Year's to be divided into two periods. The first period to begin at 6:00 p.m.  
18 December 31 and conclude at 12:00 p.m. January 1. The second period to begin at 12:00 p.m.  
19 and conclude at 9:00 p.m. January 1. These periods to be alternated on a yearly basis, with the  
20 children residing with the Father the first period in odd numbered years and with the Mother in  
21 even numbered years; and with Father the second period in even numbered years and with the  
22 Mother in odd numbered years.  
23

24 Easter to be divided into two periods. The first period to begin at 7:00 a.m. and conclude  
25 at 2:00 p.m. Easter Sunday. The second period to begin at 2:00 p.m. and conclude at 9:00 p.m.  
26 Easter Sunday. These periods to be alternated on a yearly basis with the children residing with the  
27  
28

1 Mother the first period in even numbered years and with the Father in odd numbered years; and  
2 with Mother the second period in odd numbered years and with the Father in even numbered  
3 years.

4 Memorial Day to be defined as beginning at 8:00 a.m. the Saturday before Memorial Day  
5 and concluding at 8:00 p.m. on Memorial Day. Memorial Day to be alternated on a yearly basis,  
6 with the children residing with the Mother in odd numbered years and with the Father in even  
7 numbered years.  
8

9 The Mother is awarded the children every year for Mother's Day; the Father awarded the  
10 children every year for Father's Day. Said Mother's Day and Father's Day to begin at 7:00 a.m.  
11 and conclude at 9:00 p.m. of said day.

12 Labor Day to be defined as beginning at 8:00 a.m. the Saturday before Labor Day and  
13 concluding at 8:00 p.m. on Labor Day. Labor Day to be alternated on a yearly basis, with the  
14 children residing with the Father in odd numbered years and with the Mother in even numbered  
15 years.  
16

17 Halloween to be defined as beginning at 3:00 p.m. and concluding at 9:00 p.m. on October  
18 31 every year. The children will reside with the Father in even numbered years and with the  
19 Mother in odd numbered years.

20 Thanksgiving to be divided into two periods. The first period to begin at 7:00 a.m. and  
21 conclude at 2:00 p.m. Thanksgiving Day. The second period to begin at 2:00 p.m. and conclude  
22 at 10:00 p.m. Thanksgiving Day. These periods to be alternated on a year basis, with the children  
23 residing with the Mother the first period in even numbered years and with the Father in odd  
24 numbered years; and with the Mother the second period in odd numbered years and with the  
25 Father in even numbered years.  
26  
27  
28



1 Christmas to be divided into two periods. The first period to begin at 8:00 a.m. and  
2 conclude at 8:00 p.m. December 24. The second period to begin at 8:00 p.m. December 24 and  
3 conclude at 8:00 p.m. December 25. These periods to be alternated on a yearly basis, with the  
4 children residing with the Father the first period in odd numbered years and with the Mother in  
5 even numbered years; and with the Father the second period in even numbered years and with the  
6 Mother in odd numbered years.

8 The Mother to have the children every year for her birthday; and the Father to have the  
9 children every year for his birthday. Said parent's birthdays to be defined as beginning at 7:00  
10 a.m. and concluding at 10:00 p.m. on the parent's birthday.

11 The children's birthdays to be divided into two periods. The first period to begin at 7:00  
12 a.m. and conclude at 12:00 p.m. on each child's birthday. The second period to begin at 12:00  
13 p.m. and conclude at 10:00 p.m. on each child's birthday. The children to reside with the Mother  
14 the first period and the Father the second period every year.

16 Any other holiday or special occasion not specifically mentioned herein will be celebrated  
17 with the party who is normally scheduled to parent on that day.

18 Vacations will take precedence over the regular time share arrangement but not over the  
19 holiday time share arrangement. Providing that it causes no disruption with the children's  
20 schooling, both Plaintiff and Defendant to be allowed to have the children during their respective  
21 vacations for a period of two weeks. The parties to provide the other party at least two (2) weeks  
22 advance notice of said vacation.

24 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that pursuant to NRS  
25 125.510(6), the parties are hereby put on notice of the following:

26 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,  
27 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER  
28 IS PUNISHABLE AS A CATEGORY "D" FELONY AS PROVIDED IN NRS 193.130.

1 NRS 200.359 provides that every person having a limited right of custody to a children or  
2 any parent having no right of custody to the children who willfully detains, conceals or  
3 removes the children from a parent, guardian or other person having lawful custody or a  
4 right of visitation of the children in violation of an order of this court, or removes the  
5 children from the jurisdiction of the court without the consent of either the court or all  
6 persons who have the right to custody or visitation is subject to being punished for a  
7 category "D" felony as provided in NRS 193.130.

8 The State of Nevada, United States of America, is the habitual residence of the minor  
9 children of the Parties hereto. The parties are also put on notice that the terms of the Hague  
10 Convention of October 25, 1980, adopted by the 14<sup>th</sup> Session of the Hague Conference on Private  
11 International Law apply if a parent abducts or wrongfully retains a children in a foreign country.

12 The parties are also put on notice of the following provisions in NRS 125.510(8):

13 If a parent of the children lives in a foreign country or has significant commitments in a  
14 foreign country:

15 (a) The parties may agree, and the court shall include in the order for custody  
16 of the children, that the United States is the country of habitual residence of the  
17 children for the purposes of applying the terms of the Hague Convention as set  
18 forth in subsection 7.

19 (b) Upon motion of one of the parties, the court may order the parent to post a  
20 bond if the court determines that the parent poses an imminent risk of wrongfully  
21 removing or concealing the children outside of the country of habitual residence.  
22 The bond must in an amount determined by the court and may be used only to pay  
23 for the cost of locating the children and returning him to his habitual residence if  
24 the children is wrongfully removed from or concealed outside the country of  
25 habitual residence. The fact that a parent has significant commitments in a foreign  
26 country does not create a presumption that the parent poses an imminent risk of  
27 wrongfully removing or concealing the children.

28 That the parties are also put on notice of the following provision of NRS 125C.200:

If custody has been established and the custodial parent or a parent having joint  
custody intends to move her residence to a place outside of this state and to take  
the children with her, she must, as soon as possible and before the planned move,  
attempt to obtain the written consent of the other parent to move the children from  
the state. If the non-custodial parent or other parent having joint custody refuses to  
give that consent, the parent planning the move shall, before she leaves the state

1 with the children, petition the court for permission to move the children. The  
2 failure of a parent to comply with the provisions of this section may be considered  
3 as a factor if a change of custody is requested by the non-custodial parent or other  
4 parent having joint custody.

5 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the parties are further  
6 put on notice that they are subject to the provisions of NRS 31A and 125.450 regarding the  
7 collection of delinquent children support payments.

8 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the parties are further  
9 put on notice that either party may request a review of children support pursuant to NRS  
10 125B.145.

11 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Parties to submit  
12 the information required in NRS 125B.055, NRS 125.130 and NRS 125.230 on a separate form to  
13 the Court and the Welfare Division of the Department of Human Resources within ten (10) days  
14 from the date the Decree in this matter is filed. Such information shall be maintained by the Clerk  
15 in a confidential manner and not part of the public record. The Parties shall update the  
16 information filed with the Court and the Welfare Division of the Department of Human Resources  
17 within ten (10) days should any of that information become inaccurate.

18 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant to claim  
19 said minor children on his income tax each year.

20 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff and  
21 Defendant ordered to each be responsible for one half (1/2) of the 2006 tax debt.

22 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that alimony is awarded to  
23 Defendant as a one time payment of fifty thousand dollars (\$50,000.00).

24 \\\

1 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff to pay for  
2 Defendant's medical insurance premiums for one and a half (1 ½) years and from date of Decree.  
3 Defendant to be responsible for any and all medical costs and deductibles not covered by  
4 insurance.  
5

6 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff shall change  
7 the beneficiary of the two (2) life insurance policies currently held by Plaintiff, from Defendant  
8 only to Defendant and the four (4) children to split equally.

9 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that community property  
10 to be adjudicated by this Court is as follows:

11 Plaintiff is awarded as his sole and separate property, the following:

- 12
- 13 a. Real property located at 4683 Clay Peak Drive, Las Vegas, Nevada, as more fully
- 14 set forth hereinbelow, subject to any and all encumbrances thereagainst;
- 15 b. All furnishings and appliances currently located at 4683 Clay Peak Drive, Las
- 16 Vegas, Nevada;
- 17 c. The 1991 Mercedes Benz, 420 SEL, VIN WDBCA35E4MA595353, subject to
- 18 encumbrances thereagainst, if any;
- 19 d. The 1991 Mercedes Benz 560 SEL, VIN WDBCA39E4MA609715, subject to
- 20 encumbrances thereagainst, if any;
- 21 e. The 1957 Chevy Bel Air, VIN VC57K108471, subject to encumbrances
- 22 thereagainst, if any;
- 23 f. The 2003 Ferrari, VIN ZFFYT53A330133580, subject to encumbrances
- 24 thereagainst, if any;
- 25 g. The 401k with LFP;
- 26 h. The CKX Note;
- 27 i. All Elvis Memorabilia;
- 28 j. The Bank West of Nevada, account number ending in 3261;
- k. The memorabilia at Hot Boat;
- l. The GEVM Stock;
- m. The Hawaii option;
- n. The Catalyst LLC;
- o. All cash on hand of six thousand dollars (\$6,000.00);
- p. All of the children's personal effects and furniture; and
- q. All of his personal effects, jewelry and clothing.

1 Defendant is awarded as her sole and separate property, the following:

- 2
- 3 a. The 2000 American Dream, VIN 4VZBN2494YCO35843, subject to  
encumbrances thereagainst, if any;
- 4 b. The Morgan Stanley account;
- 5 c. The cash Disbursement TCB;
- 6 d. The CKX note;
- 7 e. The Moku Kauhale LLC;
- 8 f. The 2003 Cadillac Escalade, VIN 3GYFK66N23G227176, subject to any  
encumbrances thereagainst, if any;
- 9 g. Cash on hand of six thousand dollars (\$6,000.00);
- 10 h. All bank accounts in her name; and
- 11 i. All of her personal effects, jewelry and clothing.

12 The Parties shall be ordered to execute a Bill of Sale and Title to the vehicles being  
13 conveyed to each respective Party herein, thereby transferring said vehicles accordingly. In the  
14 event either Party should fail to do so, the State of Nevada Department of Motor Vehicles shall be  
15 ordered to transfer said titles to said vehicles accordingly.

16 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Blake Davidson shall  
17 be awarded the 2001 Chevrolet Suburban, VIN 1GNEC16T11J305756, subject to any  
18 encumbrances thereagainst, if any.

19 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Parties own certain  
20 real property located at 4683 Clay Peak Drive, Las Vegas, Nevada, more particularly described as  
21 follows:

22 Tucson Ridge-Unit 3 Plat Book 75, Page 96, Lot 18GEOID: PT N2 NE4 SEC 05 20 60.

23 Parcel No. 138-05-511-001

24 Defendant is ordered to execute a quitclaim deed, thereby releasing all her right, title and  
25 interest in and to said real property to Plaintiff. An appraisal of said property is to be conducted  
26 and the Plaintiff to pay Defendant one half (1/2) the equity based on said appraisal. In the event  
27  
28

1 Defendant should fail or refuse to execute said Quitclaim Deed within thirty (30) days of entry of  
2 this Decree of Divorce, then and in that event, the Clark County, Nevada Treasurer's Office and  
3 Recorder's Office shall be authorized, directed and ordered to transfer said property to Plaintiff.

4 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that each party to be  
5 ordered to execute any and all legal documents, certificates of title, bills of sale, deeds or other  
6 evidence of transfer necessary to effectuate the Decree to be entered herein within five (5) days of  
7 being presented with such transfer documentation, unless otherwise defined herein. Should either  
8 party fail to execute any of said documents to transfer interest to the other, then the Decree will  
9 constitute a full transfer of the interest of one to the other, as herein provided, and it is further  
10 agreed that pursuant to NRCP 70, the Clerk of the Court, Shirley B. Parraguirre, will be deemed  
11 to have hereby been appointed and empowered to sign, on behalf of the non-signing party, any of  
12 the said documents of transfer which have not been executed by the party otherwise responsible  
13 for such.  
14

15  
16 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the community debts  
17 of the parties to be adjudicated by this Court are as follows:

18 Plaintiff is ordered to pay and be responsible for the following debts; and to hold  
19 Defendant harmless therefrom:

- 20 a. All mortgages, taxes, insurance and other obligations concerning the real property  
21 to be awarded to him;  
22 b. All obligations securing the vehicles to be awarded to him;  
23 c. All credit cards and other obligations in his name; and  
24 d. All debts incurred by him since the date of separation, i.e., October 21, 2006.

25 Defendant is ordered to pay and be responsible for the following debts, and hold Plaintiff  
26 harmless therefrom:

- 27 a. All obligations securing the vehicles to be awarded to her;  
28 b. All credit cards and other obligations in her name; and

1 c. All debts incurred by her since the date of separation, i.e., October 21, 2006.

2 Neither party shall charge, or cause or permit to be charged, to or against the other any  
3 purchase or purchases which either of them may hereafter make, and shall not hereafter create any  
4 engagements or obligations in the name of or against the other, and shall never hereafter secure or  
5 attempt to secure any credit upon or in connection with the other, or his or her name, and each of  
6 them will promptly pay all debts and discharge all financial obligations which each may incur for  
7 himself or herself, and each of them will hereafter hold the other free and harmless from any and  
8 all debts and other obligations which the other may incur.  
9

10 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant to maintain  
11 her married name and continue to be known as Dawnette Racheal Davidson as her full and legal  
12 name.  
13

14 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED for such other and further  
15 relief as the Court may deem just and proper in the premises.

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1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED the parties are required to  
2 provide their social security numbers on a separate form to the Court and to the Welfare Division  
3 of the Department of Human Resources within ten (10) days from the date this Decree is filed  
4 pursuant to NRS 125.130. Such information shall be maintained by the Clerk in a confidential  
5 manner and not part of the public record.  
6

7 DECREED AND ORDERED this 8 day of November, 2006.

8  
9 STEVEN E. JONES  
DISTRICT JUDGE

10 Respectfully submitted this 6 day  
11 of November, 2006 by:

12 HOFLAND ECCLES

13 By: [Signature]  
14 Bradley J. Hofland, Esq.  
15 Nevada State Bar No. 6343  
16 4495 South Pecos Road, Suite A  
17 Las Vegas, Nevada 89121  
(702) 895-6760  
Attorney for Plaintiff

18 Dated this 2 day of November, 2006.

19 [Signature]  
20 Dawnette Racheal Davidson  
21 4683 Clay Peak Drive  
22 Las Vegas, Nevada 89129  
23 Defendant in Proper Person  
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25  
26  
27  
28



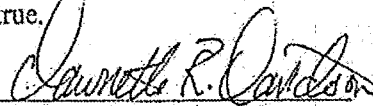
1 VERIFICATION

2 STATE OF NEVADA )

3 ss.

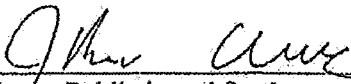
4 County of Clark )

5 Dawnette Racheal Davidson, being first duly sworn according to law, deposes and says:  
6 That the undersigned is the Defendant in the above entitled action; that she has read the above and  
7 foregoing Decree of Divorce, and knows the contents thereof; that the same is true of her own  
8 knowledge, except for any matters therein stated upon information and belief, and as to those  
9 matters therein stated, she believes them to be true.

10 

11 Dawnette Racheal Davidson

12 Subscribed and Sworn to before me  
13 this 2 day of November, 2006.

14 

15 Notary Public in and for the  
16 said County and State



17 STATE OF NEVADA )

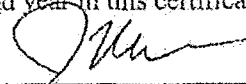
18 ss.

19 County of Clark )

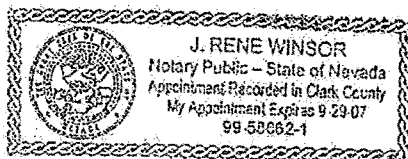
20 Acknowledgment

21 On this 2<sup>nd</sup> day of November, 2006, personally appeared before me, a Notary Public, in  
22 and for the said County and State, Dawnette Racheal Davidson, known to me to be the person  
23 described in and who executed the foregoing instrument, Decree of Divorce, she acknowledged to  
24 me that the instruments were executed freely and voluntarily and for the same uses and purposes  
25 herein mentioned.

26 Witness my hand and official seal the day and year in this certificate first above written.

27 

28 Notary Public in and for the  
said County and State



# EXHIBIT "B"

DAWNETTE DAVIDSON

Date	Description	Check #	Debit (-)	Credit (+)	Running Balance
10/17/2007	CHQ - 000000100	100	\$425.75		\$16,983.43
10/16/2007	CHQ - 000000007	97	\$28.00		\$17,011.43
10/9/2007	CHQ - 000000095 <i>ACTIVA INC</i>	95 ✓	\$513.00		\$16,498.43
10/5/2007	AMERICAN EXPRESS CLEC DEBIT T: 0000011501917		\$260.00		\$16,238.43
10/4/2007	AMERICAN EXPRESS 2		\$1,000.00		\$15,238.43
10/4/2007	AMERICAN EXPRESS 1		\$1,000.00		\$14,238.43
10/3/2007	CHQ - 000000000	96 ✓	\$130.00		\$14,108.43
10/1/2007	CHQ - 000000000	96	\$500.00		\$13,608.43
9/16/2007	OPENING DEPOSIT			\$13,608.43	\$13,608.43

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*Anna L. Schuman*

CLERK OF THE COURT

1 MOTN

2 Bradley J. Hofland, Esq.

3 Nevada Bar No. 6343

4 HOFLAND & TOMSHECK

5 228 South 4<sup>th</sup> Street, 1<sup>st</sup> Floor

6 Las Vegas, Nevada 89101

7 (702) 895-6760

8 Bradh@hoflandlaw.com

9 Attorneys for Plaintiff, Christopher Brian Davidson

10 EIGHTH JUDICIAL DISTRICT COURT

11 FAMILY DIVISION

12 CLARK COUNTY, NEVADA

13 CHRISTOPHER BRIAN DAVIDSON,

14 Plaintiff,

15 -vs-

16 DAWNETTE RACHEAL DAVIDSON,

17 Defendant.

Case No.: D-365382

Dept No.: XX S

NOTICE OF MOTION AND  
MOTION TO EXPUNGE LIS  
PENDENS AND FOR ATTORNEY  
FEES AND COSTS

Date of Hearing: 01 - 14 - 2015

Time of Hearing: 10:30 a.m.

18 To: Defendant, Dawnette Davidson:

19 YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION  
20 WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDER-SIGNED WITH  
21 A COPY OF YOUR RESPONSE WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS  
22 MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE  
23 COURT WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION MAY  
24 RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT  
25 HEARING PRIOR TO THE SCHEDULED HEARING DATE.

26 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the  
27 undersigned will bring the above and foregoing Motion on for hearing before the Court  
28 at the courtroom of the above-entitled court, located at 601 N. Pecos Road, Las Vegas,  
Nevada, on the 14 day of January, 201<sup>5</sup><sub>4</sub>, at 10:30  
Department C of said court.

HOFLAND & TOMSHECK - Attorneys at Law  
228 South 4th Street, 1st Floor  
Las Vegas NV 89101  
PH: (702) 895-6760 FAX: (702) 731-6910

NOV 10 1 10 PM

RECEIVED

1 COMES NOW, Plaintiff Christopher Brian Davidson ("Chris"), by and through  
2 her attorney, Bradley J. Hofland, Esq., of HOFLAND & TOMSHECK, and hereby moves  
3 this Honorable Court for an Order:

- 4 1. Expunging the lis pendens, Inst # 20140905-0001833, recorded on September 5,  
5 2014;
- 6 2. Finding Dawn's request to enforce the decree is barred by NRS §11.190(1)(a);  
7 and
- 8 3. Awarding Chris the sum of \$5,000 for attorney fees and costs.

9 This motion is made and based on all of the papers and pleadings on file herein,  
10 the following Memorandum of Points and Authorities, the attached Declaration,  
11 Exhibits, and any oral argument which may be adduced at the time of hearing in this  
12 matter.

13 DATED this 20 day of September, 2014.

14 HOFLAND & TOMSHECK

15  
16 By: 

Bradley Hofland, Esq.

Nevada Bar No. 6346

228 South 4<sup>th</sup> Street, First Floor

Las Vegas, Nevada 89101

(702) 895-6760

Attorney for Plaintiff Christopher Brian Davidson

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MEMORANDUM OF POINTS AND AUTHORITIES

I.  
Statement of Facts

On November 13, 2006, the Parties Plaintiff Christopher Brian Davidson ("Chris") and Defendant Dawnette Racheal Davidson ("Dawn") were divorced. Pursuant to the Decree, Chris was awarded the residence located at 4683 Clay Peak Drive, Las Vegas, Nevada (the "Residence"). Dawn executed a quit claim and Chris refinanced the residence in his sole name.

Despite receiving assets totaling approximately \$1,500,000, over \$800,000 in cash, for her interest in the residence and the TCB cash disbursement, on September 4, 2014, Dawn, *seven years later*, caused a lis pendens, Inst # 20140905-0001833, to be recorded on September 5, 2014, on the Residence stopping its pending sale. See Exhibit "1".

On September 12, 2014, Dawn, through her attorney, confirmed she was aware the Residence was listed for sale and the lis pendens was recorded to "protect (Dawn's) interest" and claimed monies were due and owing to Dawn. See Exhibit "2".

On September 15, 2014, the listing agreement for the Residence was withdrawn/terminated. See Exhibit "3".

On September 16, 2014, an EDCR 5.11 letter was written to Dawn, through her attorney, requesting immediate removal of the lis pendens. See Exhibit "4". No responsive letter was sent.

Chris is not able to afford paying the current mortgage on the residence together with the rent on his new residence in Hawaii. If the lis pendens is not immediately removed/released, Chris will be forced to return to Las Vegas, which will cause him significant irreparable and monetary<sup>1</sup> harm.

---

<sup>1</sup> Chris paid \$10,000 to move his belongings and vehicles to Hawaii.



II.

Legal Analysis

A. Dawn lacks colorable claim to place the lis pendens on the residence.

NRS §14.015 reads in pertinent parts:

1. After a notice of pendency of an action has been recorded with the recorder of the county, the defendant or, if affirmative relief is claimed in the answer, the plaintiff, may request that the court hold a hearing on the notice, and such a hearing must be set as soon as is practicable, taking precedence over all other civil matters except a motion for a preliminary injunction.
2. Upon 15 days' notice, the party who recorded the notice of pendency of the action must appear at the hearing and, through affidavits and other evidence which the court may permit, establish to the satisfaction of the court that:
  - (a) The action is for the foreclosure of a mortgage upon the real property described in the notice or affects the title or possession of the real property described in the notice;
  - (b) The action was not brought in bad faith or for an improper motive;
  - (c) He will be able to perform any conditions precedent to the relief sought in the action insofar as it affects the title or possession of the real property; and
  - (d) He would be injured by any transfer of an interest in the property before the action is concluded.
3. In addition to the matters enumerated in subsection 2, the party who recorded the notice must establish to the satisfaction of the court either:
  - (a) That he is likely to prevail in the action; or
  - (b) That he has a fair chance of success on the merits in the action and the injury described in paragraph (d) of subsection 2 would be sufficiently serious that the hardship on him in the event of a transfer would be greater than the hardship on the defendant resulting from the notice of pendency, and that if he prevails he will be entitled to relief affecting the title or possession of the real property.
4. The party opposing the notice of the pendency of an action may submit counter-affidavits and other evidence which the court permits.
5. If the court finds that the party who recorded the notice of pendency of the action has failed to establish any of the matters required by subsection 2, the court shall order the cancellation of the notice of pendency and shall order the party who recorded the notice to record with the recorder of the county a copy of the order

1 of cancellation. The order must state that the cancellation has the  
2 same effect as an expungement of the original notice.

3 A "lis pendens is not available to merely enforce a personal money judgment.  
4 There must be some claim of title to the property effected by the lis pendens." *Levinson*  
5 *v. Eighth Judicial District of the State of Nevada*, 109 Nev. 747, 752, 857 P.2d 18 (1993).  
6 Moreover, the doctrine of lis pendens is restricted to proceedings involving the property  
7 in dispute to avoid abuse. *Kaapu v. Aloha Tower Develop. Corp.*, 72 Haw. 267, 814 P.2d  
8 396, 397 (1991). In *Levinson*, the Nevada Supreme Court applied the holding in the  
9 Burger<sup>2</sup> case decided by the California Supreme Court and held:

10 It is one thing to say that there may be a colorable claim against real  
11 property and another to conclude that the claim is such as to affect the title  
12 or the right to possession of the property within the meaning of the lis  
13 pendens statute. [The petitioner's] contention that [the real party in  
14 interest] is seeking simply to avoid the complexities of California's  
15 attachment procedure contains the germ of a more general concern. Lis  
16 pendens is one of the few remaining provisional remedies available at its  
17 inception without prior notice to the adversary. Due process is said to be  
18 provided for by subsequent notice and an expungement procedure which  
19 casts the burden upon the proponent of the lis pendens, but a lis pendens  
20 may cause substantial hardship to the property owner before relief can be  
21 obtained. A commentator has expressed reservations as to . . . [a] broad  
22 endorsement of lis pendens in claimed constructive trust actions on the  
23 ground that it tends "to create a right substantially similar to an ex parte  
24 prejudgment attachment of the defendant's assets, a remedy disfavored in  
25 California and severely limited because of its due process problems." (Cal.  
26 Lis Pendens Practice, §2.7, p.7, p. 32 (citations omitted)). Overbroad  
27 definition of "an action . . . affecting the title or the right of possession of  
28 real property" would invite abuse of lis pendens.

"Lis pendens is a provisional remedy which should be applied narrowly." *Urez*  
*Corporation v. Superior Court* (1987) 190 Cal. App. 3d 1141, 1145, 235 Cal. Rptr. 837. "The  
legislative intent to restrict rather than broaden the application of the remedy." *Moseley*  
*v. Superior Court* 177 Cal.App.3d 672, 678, 223 Cal.Rptr. 116 (1986). The reasons for this  
inherent restriction is based on the ease with which a lis pendens can be recorded and  
the serious consequences flowing from it. Once a lis pendens is filed, it "clouds the title

<sup>2</sup> *Burger v. Superior Court of Santa Clara County*, 151 Cal. App. 3d 1013, 199 Cal.Rptr. 227 (1994),



1 to the property and prevents its transfer until the litigation is resolved or the lis pendens  
2 is expunged." *Malcolm v. Superior Court* 29 Cal.3d 518, 523, fn. 2, 174 Cal.Rptr. 694, 629  
3 P.2d 495 (1981).

4 "An action upon a judgment or decree of any court of the United States, or of any  
5 state or territory within the United States, or the renewal thereof" may be only  
6 commenced if brought within 6 years. NRS §11.190(1)(a).

7 Therefore, as Dawn, as admitted in the letter written by her attorney dated  
8 September 12, 2014, recorded the lis pendens to protect Dawn from an alleged debt,  
9 which is *strictly prohibited* in the *Levinson* holding (supra) which mandates a lis  
10 pendens may only be filed if ownership is in dispute. As such, the lis pendens must be  
11 expunged.

12 Lastly, without even considering the evidence as to whether Dawn was paid in  
13 full, her claim to enforce a judgment entered over 6 years ago is barred as a matter of  
14 law. See NRS §11.190(1)(a).

15 B. Dawn is responsible for Chris attorney fees and costs

16 Chris attempted to resolve this matter without court intervention without avail.  
17 Chris therefore reasonably requests attorney fees in the sum of \$5,000.00. Attorney fees  
18 may be awarded in post-divorce proceedings under NRS § 125.150(3). *Duff v. Foster*, 110  
19 Nev. 1306, 885 P.2d 589 (1994) overruled. *Halbrook v. Halbrook*, 11 Nev. 1455, 971 P.2d  
20 1262 (1998) see also NRS 18.010 and NRCP 7.60. In *Barney v. Mt. Rose Heating & Air*  
21 *Conditioning*, 192 P.3d 730, 736 (2008) citing *Brunzell v. Golden Gate National Bank*, 85 Nev  
22 345, 455 P.2d 31 (1969), the Court enumerated factors the district court should consider  
23 in awarding attorney fees, with no one factor controlling, as follows:

24 (1) the advocate's qualities, including ability, training, education,  
25 experience, professional standing, and skill;

26 (2) the character of the work, including its difficulty, intricacy, importance,  
27 as well as the time and skill required, the responsibility imposed, and the  
28 prominence and character of the parties when affecting the importance of  
the litigation;

1 (3) the work performed, including the skill, time, and attention given to the  
2 work; and

3 (4) the result--whether the attorney was successful and what benefits were  
4 derived.

5 Chris met the factors outlined in *Brunzell*. Chris's counsel is qualified and has  
6 considerable experience, ability and training in the field of family law litigation. The  
7 litigation was necessary to effectuate finality of the divorce issues. It is the responsibility  
8 of Chris's counsel to finalize outstanding issues to insure Chris's rights are preserved  
9 and litigated. Chris's counsel was attentive to work performed. Based upon the  
10 foregoing, it is not only fair, but also reasonable under the circumstances Dawn be  
11 responsible for Chris's reasonable attorney fees and costs in the sum of \$5,000.00  
12 pursuant to NRS §18.010, EDCR 7.60 and under the holdings of *Brunzell*, *Duff* and  
13 *Halbrook*. Chris respectfully requests said sum be awarded and reduced to judgment,  
14 collectable by any means.

15 III.  
16 CONCLUSION

17 Based upon the foregoing, Chris respectfully requests that this Court issue an  
18 order:

- 19 4. Expunging the lis pendens, Inst # 20140905-0001833, recorded on September 5,  
20 2014;  
21 5. Finding Dawn's request to enforce the decree is barred by NRS §11.190(1)(a);  
22 and  
23 6. Awarding Chris the sum of \$5,000 for attorney fees and costs.

24 DATED this 26<sup>th</sup> day of September, 2014.

25 HOFLAND & TOMSHECK

26 By BS

27 Bradley J. Hofland, Esq.

28 Nevada Bar No. 6343

228 South Fourth Street

Las Vegas, Nevada 89101

Attorneys for Plaintiff, Christopher Davidson

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DECLARATION OF CHRISTOPHER BRIAN DAVIDSON

I, Christopher Brian Davidson, declare under penalty of perjury under the laws of the State of Nevada that the following is true and correct.

1. I am the Plaintiff in this action.

2. On November 13, 2006, Dawn and I were divorced. Pursuant to the Decree, I was awarded the residence located at 4683 Clay Peak Drive, Las Vegas, Nevada. Dawn executed a quit claim and I refinanced the residence in my sole name.

3. Despite receiving assets totaling approximately \$1,500,000, over \$800,000 in cash, for her interest in the residence and the TCB cash disbursement, on September 4, 2014, Dawn, *seven years later*, caused a lis pendens, Inst # 20140905-0001833, to be recorded on September 5, 2014, on the residence stopping its pending sale. See Exhibit "1".

4. On September 12, 2014, Dawn, through her attorney, confirmed she was aware the residence was listed for sale and the lis pendens was recorded to "protect (Dawn's) interest" and claimed monies were due and owing to Dawn. See Exhibit "2".

5. On September 15, 2014, the listing agreement for the residence was withdrawn/terminated. See Exhibit "3".

6. On September 16, 2014, an EDCR 5.11 letter was written to Dawn, through her attorney, requesting immediate removal of the lis pendens. See Exhibit "4". No responsive letter was sent.

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\\\

1 7. I am not able to afford paying the current mortgage on the residence  
2 together with the rent on my new residence in Hawaii. If the lis pendens is not  
3 immediately removed/released, I will be forced to return to Las Vegas, which will cause  
4 me significant irreparable and monetary<sup>3</sup>. Pursuant to Nevada Revised Statute 53.045, I  
5 declare under penalty of perjury that the forgoing is true and correct to the best of my  
6 knowledge and belief.

7 Dated this 26th day of September, 2014.

8 /s/ Christopher Brian Davidson  
9 CHRISTOPHER BRIAN DAVIDSON  
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<sup>3</sup> I paid \$10,000 to move my belongings and vehicles to Hawaii.

# EXHIBIT "1"

Inst #: 20140905-0001833

Fees: \$19.00

N/C Fee: \$0.00

09/05/2014 02:30:54 PM

Receipt #: 2144001

Requestor:

MILLS & MILLS LAW GROUP LLC

Recorded By: MSH Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

**RECORDING COVER PAGE**

(Must be typed or printed clearly in BLACK ink only  
and avoid printing in the 1" margins of document)

APN# 138-05-511-001

(11 digit Assessor's Parcel Number may be obtained at:  
<http://redrock.co.clark.nv.us/assrealprop/owner.aspx>)

**TITLE OF DOCUMENT**

(DO NOT Abbreviate)

**NOTICE OF LIS PENDENS**

Document Title on cover page must appear EXACTLY as the first page of the document  
to be recorded.

**RECORDING REQUESTED BY:**

Daniel W. Andersons, Esq. of Mills & Mills Law Group

RETURN TO: Name Daniel W. Anderson, Esq./ Mills & Mills Law Group

Address 703 South Eighth Street

City/State/Zip Las Vegas, NV 89101

**MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)**

Name Not applicable.

Address

City/State/Zip

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly, do not use page scaling.

Using this cover page does not exclude the document from assessing a noncompliance fee.

P:\Common\Forms & Notices\Cover Page Template Feb2014

  
CLERK OF THE COURT

1 NOTC  
2 MILLS & MILLS LAW GROUP  
3 DANIEL W. ANDERSON, ESQ.  
4 Nevada Bar No. 9955  
5 703 South Eighth Street  
6 Las Vegas, Nevada 89101  
7 (702) 386-0030

8 Attorney for Defendant  
9 [attorneys@millsnv.com](mailto:attorneys@millsnv.com)

10 DISTRICT COURT  
11 FAMILY DIVISION  
12 CLARK COUNTY, NEVADA

13 CHRISTOPHER BRIAN DAVIDSON )

14 Plaintiff, )

15 vs. )

16 DAWNETTE RACHEAL DAVIDSON, )

17 Defendant. )

CASE NO.: D 365382  
DEPT. NO.: C

18 NOTICE OF LIS PENDENS

19 TO: ALL PARTIES IN INTEREST

20 COMES NOW, the Defendant, DAWNETTE RACHAEL DAVIDSON, by and  
21 through her attorney, DANIEL W. ANDERSON, ESQ. of MILLS & MILLS LAW GROUP  
22 and hereby NOTIFIES all who may have claim, of a Lis Pendens concerning the following  
23 real property more particularly described as:

24 Commonly known as 14683 Clay Peak Drive, Las Vegas, Nevada, more particularly  
25 described as follows:

26 Tucson Ridge-Unit 3  
27 Plat Book 75 Page 96  
28 Lot 18GEOID: PT N2 NE4 SEC 05 20 60  
Parcel #138-05-511-001

That the Plaintiff was ordered to pay to Defendant her community interest in the

Byron L. Mills, ESQ.  
Gregory S. Mills, ESQ.  
Daniel W. Anderson, ESQ.



Telephone: 702.386.0030  
Fax: 702.386.0208  
E-mail: Attorneys@millsnv.com  
Website: www.millsnv.com

703 South Eighth Street • Las Vegas, Nevada 89101

September 12, 2014

Christopher Davidson  
3620 N. Rancho #105  
Las Vegas, NV 89130

RE: Written communication pursuant to EDCR 5.11

Dear Mr. Davidson:

Please be advised that the law firm of Mills & Mills Law Group has been retained to represent Dawnette Davidson to resolve certain issues as to the enforcement of the Decree of Divorce. Pursuant to the Decree of Divorce entered November 13, 2006, Ms. Davidson was awarded the following property:

1. One-half (1/2) equity in the residence located at 4683 Clay Peak Drive, Las Vegas, Nevada;
2. CKX Note;
3. Cash Disbursement from TDB.

It is my understanding that you recently listed the residence for sale; therefore, a Lis Pendens was recorded with the Clark County Recorder's Office to protect Ms. Davidson's interest. A copy of the Notice of Lis Pendens is enclosed herewith.

I have filed a Motion for Enforcement of the Decree of Divorce and a copy of is enclosed herewith. If you or your counsel wish to discuss payment of the monies due and owing to Ms. Davidson pursuant to the Decree of Divorce, then please contact me within ten (10) days from the date of this letter. Otherwise, you can forward a response to the Motion.

I look forward to speaking with you.

Sincerely,

MILLS & MILLS LAW GROUP

DANIEL W. ANDERSON, ESQ.

BLM/mod  
cc: client

AA054



1 aforementioned property; however, Plaintiff has listed the property for sale but has failed to  
2 satisfy his obligation to Defendant. Plaintiff is indebted to Defendant for one-half (1/2) of the  
3 net equity based upon the appraised value at the time of entry of the Decree of Divorce on  
4 November 13, 2006.

5 DATED this 4 day of September, 2014.

6 MILLS & MILLS LAW GROUP

7   
8 DANIEL W. ANDERSON, ESQ.

9 Bar No. 9955

10 703 South Eighth Street

11 Las Vegas, Nevada 89101

12 Attorney for Defendant

13 When recorded mail to:  
14 MILLS & MILLS LAW GROUP  
15 703 South Eighth Street  
16 Las Vegas, Nevada 89101  
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# EXHIBIT "2"

AA056

# EXHIBIT "3"

# GREATER LAS VEGAS ASSOCIATION OF REALTORS®

1750 E. SAHARA AVE. • LAS VEGAS, NEVADA 89104-3706 • (702) 732-8177



## Multiple Listing Service

### WITHDRAWAL/TERMINATION ORDER

ADDRESS/DESCRIPTION 4683 Clay Peak Dr Las Vegas, NV 89129 MLS# 1452663  
CURRENT  
MLS AREA 405 PROPERTY TYPE Single Family PRICE \$ 679,900.00

TO: Award Realty COMPANY

The undersigned, being the owner(s) of property described above, hereby authorizes the following changes, which are to be made a part of the original listing contract:

☐ WC (1) Withdrawal from the Multiple Listing Service (does not terminate listing contract).

Conditional (list conditions) - - Effective Date \_\_\_\_\_

☒ WU (2) Termination of Listing Contract and Withdrawal from the Multiple Listing Service.

Unconditional (list exceptions) - - Effective Date September 15, 2014

The receipt of a copy of this authorization is hereby acknowledged.

Broker Jerry Masini Christopher Davidson Owner

Listing Agent Larry N Gurganus Jr Owner

Date September 15, 2014 Date \_\_\_\_\_

#### NOTE:

THIS FORM DOES NOT CONSTITUTE A VALID WITHDRAWAL/TERMINATION ORDER UNLESS SIGNED BY THE BROKER OF THE LISTING OFFICE.

Revised 01/01

Award Realty 3015 S Jones Blvd Las Vegas, NV 89146  
Phone: (702)873-7400 Fax: (702)873-9672

Larry Gurganus

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.ziplogix.com](http://www.ziplogix.com)

4683 Clay Peak

# EXHIBIT "4"

Hofland &  
Tomsheck

ATTORNEYS AND COUNSELORS AT LAW

BRADLEY J. HOFLAND\*  
JOSH TOMSHECK  
MATTHEW D. MANNING (1970 - 2005)

***FACSIMILE TRANSMITTAL COVER LETTER***

DATE: September 16, 2014  
TO: Daniel W. Anderson, Esq.  
FROM: Ciara Contreras for Bradley J. Hofland, Esq.  
FAX NO.: (702) 386-0208  
SUBJECT: Davidson v. Davidson - Written Communication

---

*If there are any problems with this transmission, please contact our office at 702-895-6760*

---

MESSAGE:

Please see attached correspondence.

# Hofland & Tomscheck

ATTORNEYS AND COUNSELORS AT LAW

BRADLEY J. HOFLAND\*  
JOSH TOMSHECK  
MATTHEW D. MANNING (1970 - 2005)

\*Also Admitted in California

September 16, 2014

*Via Facsimile Only (702) 386-0208*

Daniel W. Anderson, Esq.  
Mills & Mills Law Group  
703 S. 8<sup>th</sup> Street  
Las Vegas, NV 89101

Re: Davidson v. Davidson - Written communication pursuant to EDCR 5.11

Dear Daniel:

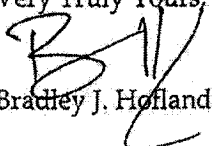
In response to your letter dated September 12, 2014, Mr. Davidson retained our office to respond to your letter. Over eight years ago, near the time the Decree was entered, your client received her interest in the residence and the TCB cash disbursement. Further, CKX directly paid Ms. Davidson on the note. In total, your client received assets totaling approximately \$1,500,000 which included cash of over \$800,000. No money is due your client.

Nevertheless in any event, there is no basis in law for a lis pendens to be placed on Mr. Davidson's residence even if a debt was owed to your client.

Accordingly, demand is hereby made for proof to be submitted by close of business on September 18, 2014 that the lis pendens is removed.

In the event proof of the lis pendens removal is not received by close of business on September 18, 2014, an application will be filed to remove the lis pendens which will include a request for damages and attorney fees by statute.

Very Truly Yours,

  
Bradley J. Hofland

cc: Client

228 S. 4<sup>th</sup> STREET, 1<sup>st</sup> FLOOR, LAS VEGAS, NEVADA 89101 • TELEPHONE (702) 895-6760 • FACSIMILE (702) 731-6910

AA061

MOFI

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

CHRISTOPHER BRIAN DAVIDSON, )

Plaintiff )

- vs - )

DAWNETTE RACHEAL DAVIDSON, )

Defendant )

CASE NO.: D-365382

DEPT NO.: C

**FAMILY COURT MOTION/OPPOSITION  
FEE INFORMATION SHEET (NRS 19.0312)**

Party Filing Motion/Opposition:

☒ Plaintiff

☐ Defendant

MOTION NOTICE OF MOTION AND MOTION FOR CUSTODY

**Notice**

**Motions and Oppositions  
to Motions filed after  
entry of final Decree or  
Judgment (pursuant to  
NRS 125, 125B & 125C)  
are subject to the Re-  
open Filing Fee of \$25.00,  
unless specifically  
excluded (See NRS  
19.0312)**

**Excluded Motions/Oppositions**

- ☐ Motions filed before final Divorce/Custody Decree entered  
(Divorce/Custody Decree NOT final)
- ☐ Child Support Modification ONLY
- ☐ Motion/Opposition For Reconsideration (within 10 days of Decree)  
Date of Last Order \_\_\_\_\_
- ☐ Request for New Trial (within 10 days of Decree)  
Date of Last Order \_\_\_\_\_
- ☐ Other Excluded Motion \_\_\_\_\_  
(Must be prepared to defend exclusion to Judge)

Note: If no boxes are checked, filing fee **MUST** be paid.

☒ Motion/Opp IS subject to \$25.00 filing fee

☐ Motion/Opp IS NOT subject to \$25.00 filing fee

Date: September 26, 2014

Dina Simmons employee of Hofland & Tomscheck

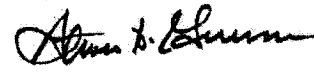
Printed Name of Preparer

Signature of Preparer



1 DANIEL W. ANDERSON, ESQ.  
2 Nevada Bar #9955  
3 MILLS & MILLS LAW GROUP  
4 703 South Eighth Street  
5 Las Vegas NV 89101  
6 (702) 386-0030  
7 Attorney for Defendant  
8 attorneys@millsnv.com

Electronically Filed  
10/09/2014 09:24:15 AM

  
CLERK OF THE COURT

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

9 CHRISTOPHER BRIAN DAVIDSON, )  
10 Plaintiff, )  
11 vs. )  
12 DAWNETTE RACHEAL DAVIDSON, )  
13 Defendant, )  
14 )

CASE NO.: D-365382  
DEPT. NO.: S

Date of Hearing: 10/29/14  
Time of Hearing: 2:30 P.M.

OPPOSITION TO PLAINTIFF'S MOTION TO EXPUNGE LIS PENDENS


COMES NOW the Defendant, DAWNETTE RACHEAL DAVIDSON, by and through her attorney, DANIEL W. ANDERSON, ESQ., of the law firm of MILLS & MILLS LAW GROUP, and pursuant to the Nevada Revised Statutes and Eighth Judicial District Court Rules cited herein below, hereby respectfully moves this Honorable Court for the following:

1. An Order of the Court denying Plaintiff's requested relief in its entirety;
2. For any and other such further relief as this Court deems appropriate in the premises.

This Opposition is made and based upon the papers and pleadings on file herein, Points and Authorities cited below, and any oral argument entertained at the time of hearing.

DATED this 8 day of October, 2014.

MILLS & MILLS LAW GROUP

  
DANIEL W. ANDERSON, ESQ.  
Nevada Bar No. 9955  
703 S. 8<sup>th</sup> Street  
Las Vegas NV 89101  
Attorney for Defendant

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**POINTS AND AUTHORITIES**

**I**

**STATEMENT OF FACTS**

The Defendant, DAWNETTE RACHEAL DAVIDSON (hereinafter "Dawnette") and Plaintiff, CHRISTOPHER BRIAN DAVIDSON, (hereinafter "Christopher") were divorced by Summary Decree of Divorce dated November 13, 2006. The Decree of Divorce contained the following relevant provisions related to property distribution:

Defendant is awarded as her sole and separate property, the following:

- ...
- c. The cash Disbursement TCB;
  - d. The CKX note;
- ...

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the parties own certain real property located at 4683 Clay Peak Drive, Las Vegas, Nevada,... Defendant is ordered to execute a quitclaim deed, thereby releasing all her right, title and interest in and to said real property to Plaintiff. An appraisal of said property is to be conducted and the Plaintiff to pay one half (1/2) the equity based on said appraisal...

See Decree of Divorce, page 9, ll. 4-5, 24-26.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff to pay for Defendant's medical insurance premiums for one and half (1 ½) years.

See Decree of Divorce, page 7, ll. 1-2.

Subsection "c." above, the "cash disbursement TCB", is in reference to a company owned and operated by Christopher that was created during the parties' marriage, TCB Enterprises LLC. According to Nevada Secretary of State Records, Christopher allowed the company to go into default in April of 2008. Dawnette was entitled to a cash disbursement from TCB based on her community interest in the company as stated in the Decree of Divorce, which she never received.

Subsection "d." above is in reference to the sale of the Elvis-A-Rama Museum, owned and operated by the parties and a business partner during the marriage, to CKX, Inc. The sale price of the museum and its assets was 6.7 million dollars. Christopher and Dawnette were entitled to receive 3.35 million from the sale, with the balance going to Christopher's business partner. Christopher and Dawnette received 50% of their portion of the sale proceeds, 1.675 million, prior

1 to the divorce being finalized. The second half of their payment was not paid until one year after  
2 the first payment pursuant to the sale agreement, which would have made the payment due several  
3 months after the Decree of Divorce. Dawnette is unaware of the disposition of her portion of the  
4 second payment, approximately \$837,500.00, as she never received any additional funds from the  
5 sale.

6 Based on the foregoing facts, Dawnette filed a motion to enforce the property distribution  
7 in the decree of divorce which was originally set for December 11, 2014. Christopher filed a  
8 motion on September 26, 2014 to expunge the Lis Pendens on the property, claiming that he paid  
9 Dawnette in cash and that her claims were barred by NRS 11.190. Christopher's motion and  
10 Dawnette's motion have since been set by the Court on an OST for October 29, 2014.

11 Based on Dawnette's initial motion and the facts and argument set forth herein, Dawnette  
12 now opposes Christopher's motion in its entirety.

## 13 14 II. 15 ARGUMENT

### 16 A. The Court should Deny Christopher's Motion to Expunge the Lis Pendens

17 The authority for recordation of a Lis Pendens is set forth in NRS 125.220 and NRS  
18 14.010, which read in pertinent part:

19 **NRS 125.220** Complaining spouse may record notice of lis pendens; either  
20 spouse may be enjoined from disposing of property.

21 1. At any time after the filing of the complaint, the complaining spouse may  
22 record a notice of pendency of the action in the office of the county recorder of any  
23 county in which the other spouse may have real property. The notice has the same  
24 effect as notice in actions directly affecting real property.

25 2. The court may enjoin either spouse from disposing of any property during  
26 the pendency of the action.

### 27 **NRS 14.010** Notice of pendency of actions affecting real property: 28 **Recording.**

1. In an action for the foreclosure of a mortgage upon real property, or affecting  
the title or possession of real property, the plaintiff, at the time of filing the  
complaint, and the defendant, at the time of filing his or her answer, if affirmative  
relief is claimed in the answer, shall record with the recorder of the county in which  
the property, or some part thereof, is situated, a notice of the pendency of the action,  
containing the names of the parties, the object of the action and a description of the

1 property in that county affected thereby, and the defendant shall also in the notice  
2 state the nature and extent of the relief claimed in the answer.

3 2. A notice of an action affecting real property, which is pending in any United  
4 States District Court for the District of Nevada may be recorded and indexed in the  
5 same manner and in the same place as provided with respect to actions pending in  
6 courts of this state.

7 3. From the time of recording only, except as otherwise provided in NRS  
8 14.017, the pendency of the action is constructive notice to a purchaser or  
9 encumbrancer of the property affected thereby. In case of the foreclosure of the  
10 mortgage, all purchasers or encumbrancers, by unrecorded deed or other instrument  
11 in writing made before the recording of the notice, and after the date of the  
12 mortgage, shall be deemed purchasers or encumbrancers after the recording of the  
13 notice, and subject thereto, unless NRS 14.017 is applicable or they can show that,  
14 at the time of recording the notice, the plaintiff had actual notice of the purchase or  
15 encumbrance.

16 NRS125.220 specifically authorizes the filing of a lis pendens in divorce actions in the  
17 county in which one of the spouses has real property. There is no time limitation of any kind  
18 when a lis pendens can be filed, the only limitation is that it must be filed in the county where the  
19 affected property is located. Since this Court maintains its jurisdiction to enforce its orders after  
20 judgment is rendered pursuant to NRS 125.240, Dawnette has every right to file a lis pendens  
21 against the property for which she has never been paid her interest.

22 Dawnette's motion for enforcement of the Decree is also a post-trial "action affecting the  
23 title to real property" within the meaning of NRS 14.010. Christopher has cited no caselaw or  
24 statute of any kind indicating that Dawnette's equitable claim to title of the property for which  
25 she has never been paid does not support a lis pendens. The division of real property in a divorce  
26 proceeding is exactly the type of case that NRS125.220 was designed for, and the fact that  
27 Christopher has waited this long to try and defraud Dawnette out of her share of the residence  
28 does not in any way preclude Dawnette from filing a lis pendens.

**B. Dawnette's Claims are not Barred by NRS 11.190.**

This Court has the authority to enforce its Decree of Divorce pursuant to NRS 125.240,  
which states as follows:

**NRS 125.240 Enforcement of judgment and orders: Remedies.** The final  
judgment and any order made before or after judgment may be enforced by the  
court by such order as it deems necessary. A receiver may be appointed, security  
may be required, execution may issue, real or personal property of either spouse

1 may be sold as under execution in other cases, and disobedience of any order may  
2 be punished as a contempt.

3 Pursuant to the foregoing statute, this Court maintains continuing jurisdiction to enforce its final  
4 Decree with no time limitations placed on this authority. While NRS 11.190(a)(1) limits the filing  
5 of "an action upon a judgment or decree" to six years, it does not apply to remove the Court's  
6 authority that has been granted by specific statute. This result is inevitable if the Court correctly  
7 applies Nevada's statutory interpretation rules as set forth in *Governor v. Nevada State*  
8 *Legislature*, 71 P.3d 1269, 119 Nev. 277 (Nev., 2003):

9 Our task is to ascertain the intent of those who enacted the provisions at issue, and  
10 "to adopt an interpretation that best captures their objective. We must give words  
11 their plain meaning unless doing so would violate the spirit of the provision."  
12 Whenever possible, we construe provisions so that they are in harmony with each  
13 other. Specific provisions take precedence over general provisions. Finally,  
14 constitutional provisions should be interpreted so as to avoid absurd consequences  
15 and not produce public mischief.

16 Id. at 1275-75(internal citations omitted).

17 In this case, the plain meaning of NRS 11.190 and NRS 125.240 clearly conflict with one  
18 another. NRS 11.190 seeks to limit an action upon a judgment or decree to a six year period of  
19 limitations, while NRS 125.240 seeks to provide this Court with unlimited authority to enforce  
20 its orders before or after entry of judgment with no time constraints. The Court must try to  
21 interpret these statutes in harmony with one another and can only do so by giving precedence to  
22 one statute over the other.

23 The Court must therefore rely on the third rule, which requires the Court to give  
24 precedence to the specific over the general. In this case, NRS 11.190 is written to broadly apply  
25 to all judgments/decrees issued by or within the United States. The provisions of this statute are  
26 clearly general in terms of scope and applicability. Conversely, NRS 125.240 is intended to apply  
27 only to enforcement actions filed upon a decree of divorce issued pursuant to chapter 125 of the  
28 Nevada Revised Statutes. This more specific statute, which does not provide a time limit for  
enforcement, takes precedence over the more general statute of limitations written to apply to all  
judgments.

The foregoing interpretation is in harmony with the last rule, which directs the Court to  
interpret the statute in a way that avoids absurd consequences and does not produce public

1 mischief. Divorce cases are unique from other civil cases, in that the parties often have ongoing  
2 obligations to the other party beyond the date of the entry of judgment.<sup>1</sup> This includes open-  
3 ended obligations that have no time limit set on them for the transfer of real property. There is  
4 no reason to believe that the legislature intended for a litigant to simply wait for six years before  
5 selling real property in a divorce case and thereby receive a windfall for the full value of the  
6 property as Christopher is attempting to do here. This is an obviously absurd result and in conflict  
7 with the Court's directive to make an equal distribution of the marital community.

8 Finally, even if the Court decides that the six year statute of limitations does apply, it must  
9 also find that it has not expired. The Court has the authority to interpret and construe the order  
10 against the drafter. In this case, Christopher's counsel prepared the Decree of Divorce and did  
11 not include any specific dates as to when the transfer of the property or payments under the decree  
12 should be made. Statutes of limitations cannot begin to run until the cause of action accrues.  
13 Because there was no specific date upon which Christopher should have performed his  
14 obligations, no cause of action for enforcement accrued against him. In absence of a date upon  
15 which the action accrued, the statute of limitations for enforcement of Christopher's obligations  
16 cannot have started to run. As such, even if the Court finds the statute applicable to Dawnette's  
17 claims, the Court should also find that it has yet to expire due to the absence of a specific date for  
18 performance in the decree.

### 19 III. 20 CONCLUSION

21 Based upon the above and foregoing, Defendant respectfully requests that this Court  
22 enter the following Orders:

- 23 1. An Order of the Court denying Plaintiff's requested relief in its entirety;

24 ///

25 ///

26  
27  
28 <sup>1</sup> Nevada has already determined through a series of court cases and eventually legislative  
amendment that that NRS 11.190 does not apply to actions for enforcement of child support  
obligations.

2. For any and other such further relief as this Court deems appropriate in the premises.

DATED this 3 day of October, 2014.

MILLS & MILLS LAW GROUP

By:

DANIEL W. ANDERSON, ESQ.

Nevada Bar No. 9955

703 S. Eighth Street

Las Vegas, Nevada 89101

Attorneys for Defendant

MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

CHRISTOPHER BRIAN DAVIDSON,

Petitioner

CASE NO. D-365382

DEPT. NO.: S

-vs-

DAWNETTE RACHEL DAVIDSON

Defendant.

FAMILY COURT MOTION/OPPOSITION FEE  
INFORMATION SHEET (NRS 19.0312)

Party Filing Motion/Opposition: <input type="checkbox"/> Plaintiff/Petitioner <input checked="" type="checkbox"/> Defendant/Respondent	
OPPOSITION TO PLAINTIFF'S MOTION...	
<p><u>Notice</u></p> <p>Motions and Oppositions to Motions filed after entry of final Decree or Judgment (pursuant to NRS 125, 125B &amp; 125C) are subject to the Re-open filing fee of \$25.00, unless specifically excluded. (See NRS 19.0312)</p>	<p><u>Excluded Motions/Oppositions</u></p> <p><input checked="" type="checkbox"/> Motions filed before final Decree/Custody Decree entered (Divorce/Custody Decree NOT final)</p> <p><input type="checkbox"/> Child Support Modification ONLY</p> <p><input type="checkbox"/> Motion/Opposition for Reconsideration (Within 10 days of Decree) Date of Last Order _____</p> <p><input type="checkbox"/> Request for New Trial (Within 10 days of Decree) Date of Last Order _____</p> <p><input type="checkbox"/> Other Excluded Motion _____ (Must be prepared to defend exclusion to Judge)</p> <p><u>NOTE:</u> If no boxes are checked filing fee MUST be paid.</p>
<p><input type="checkbox"/> Motion/Opp IS subject to 25.00 filing fee</p> <p>Motion/Opp IS NOT subject to filing fee <input checked="" type="checkbox"/></p>	

Date: October 9, 2014

DANIEL W. ANDERSON, ESQ.

Printed Name of Preparer

/s/ DANIEL W. ANDERSON

Signature of Preparer

AA070



CHPS

Bradley J. Hofland, Esq.

Nevada Bar No. 6343

HOFLAND & TOMSHECK

228 South 4th Street, 1st Floor

Las Vegas, Nevada 89101

(702) 895-6760

Bradh@hoflandlaw.com

Attorneys for Plaintiff, Christopher Brian Davidson

**EIGHTH JUDICIAL DISTRICT COURT**

**FAMILY DIVISION**

**CLARK COUNTY, NEVADA**

CHRISTOPHER BRIAN DAVIDSON,

Plaintiff,

-vs-

DAWNETTE RACHEAL DAVIDSON,

Defendant.

Case No.: D-365382

Dept No.: S

**OPPOSITION TO DEFENDANT'S  
MOTION TO ENFORCE DECREE  
OF DIVORCE, FOR ATTORNEY  
FEES, AND FOR RELATED RELIEF**

Date of Hearing: October 29, 2014

Time of Hearing: 2:30 p.m.

COMES NOW, Plaintiff Christopher Brian Davidson ("Chris"), by and through her attorney, Bradley J. Hofland, Esq., of HOFLAND & TOMSHECK, and hereby moves this Honorable Court for an Order:

1. Denying Dawn's motion in toto;
2. Expunging the lis pendens recorded on September 4, 2014;
3. Finding Dawn's request to enforce the decree is barred by NRS §11.190(1)(a);
- and
4. Awarding Chris the sum of \$6,500 for attorney fees and costs.

HOFLAND & TOMSHECK - Attorneys at Law  
228 South 4th Street, 1st Floor  
Las Vegas NV 89101  
PH: (702) 895-6760 FAX: (702) 731-6910

RECEIVED  
OCT 20 2014

1 This opposition is made and based on all of the papers and pleadings on file  
2 herein, the following Memorandum of Points and Authorities, the declaration, Exhibits,  
3 and any oral argument which may be adduced at the time of hearing in this matter.

4 DATED this 17<sup>th</sup> day of October, 2014.

5 HOFLAND & TOMSHECK

6  
7 By: 

8 Bradley Hofland, Esq.

9 Nevada Bar No. 6343

10 228 South 4<sup>th</sup> Street, First Floor

11 Las Vegas, Nevada 89101

12 (702) 895-6760

13 Attorney for Plaintiff Christopher Brian Davidson  
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2 MEMORANDUM OF POINTS AND AUTHORITIES

3 I.  
4 Preface

5 The facts and legal argument contained in Chris's motion to expunge lis pendens  
6 and for other related relief scheduled to be heard on October 29, 2014 along with the  
7 underlying motion are incorporated by reference.

8 II.  
9 Statement of Facts

10 In March of 2006, the Parties sold their ½ interest and their partner sold its 50%  
11 interest in the Elvis memorabilia along with the Elvis-a-rama trademark owned by TCB<sup>1</sup>  
12 for approximately \$4,494,830 to CKX<sup>2</sup>, not \$6,800,000 as alleged by Dawn --- the Parties  
13 received their share of the CKX proceeds, less expenses and debts prior to the divorce  
14 being filed.

15 As part of the TCB sale to CKX, CKX paid a \$750,000 non-compete convenient  
16 overtime to the owners of TCB. The Parties received approximately \$375,000 and their  
17 partner received approximately \$375,000. At the time of the Divorce, approximately  
18 \$85,000 was paid on the non-compete contract to the Parties leaving a balance of  
19 \$290,000 owed to Chris and Dawn to be paid after the Decree was entered. After the  
20 Decree was entered, the remaining payments on the \$290,000 owed to the Parties on the  
21 non-compete contract were paid<sup>3</sup> ½ to Dawn and ½ to Chris.

22 Chris received his share of the TCB non-compete contract payments and Dawn  
23 received her share of the TCB payments. Dawn never complained the money owed by  
24 TCB was not received by her. Similarly, Chris is not aware Dawn was not reimbursed  
25 for the insurance payments.

26  
27 <sup>1</sup> Taking Care of Business.

28 <sup>2</sup> CKX was a publically traded company that also acquired other Elvis memorabilia assets from various  
other individuals and companies.

<sup>3</sup> Ross Schwartz the escrow attorney received the TCB non-compete payments directly from CKX and disbursed the  
payments ¼ to Dawn, ¼ to Chris and ½ to their former business partner.

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III.  
Legal Analysis

A. CKX, House Equity, TCB payments.

Dawn received her share of the CKX, the house equity and the TCB payments, nothing is owed to Dawn. Further, a few months after the Decree was entered, in March of 2007, Chris refinanced the house into his sole name.

Chris incorporates by reference the legal analysis in his moving papers addressing the CKX, House Equity and TCB payments.

B. Insurance payments.

"An action upon a judgment or decree of any court of the United States, or of any state or territory within the United States, or the renewal thereof" may be only commenced if brought within 6 years. NRS §11.190(1)(a). As more than seven years has elapsed since the obligation ceased, Dawn's request resurrect non-payment of an alleged debt barred by the statute of limitations is barred.

C. Dawn is responsible for Chris's attorney fees and costs.

Chris attempted to resolve this matter without court intervention without avail. Chris therefore reasonably requests attorney fees in the sum of \$6,500.00. Attorney fees may be awarded in post-divorce proceedings under NRS § 125.150(3). *Duff v. Foster*, 110 Nev. 1306, 885 P.2d 589 (1994) overruled. *Halbrook v. Halbrook*, 11 Nev. 1455, 971 P.2d 1262 (1998) see also NRS 18.010 and NRCP 7.60. In *Barney v. Mt. Rose Heating & Air Conditioning*, 192 P.3d 730, 736 (2008) citing *Brunzell v. Golden Gate National Bank*, 85 Nev 345, 455 P.2d 31 (1969), the Court enumerated factors the district court should consider in awarding attorney fees, with no one factor controlling, as follows:

(1) the advocate's qualities, including ability, training, education, experience, professional standing, and skill;

(2) the character of the work, including its difficulty, intricacy, importance, as well as the time and skill required, the responsibility imposed, and the prominence and character of the parties when affecting the importance of the litigation;

1 (3) the work performed, including the skill, time, and attention given to the  
2 work; and

3 (4) the result--whether the attorney was successful and what benefits were  
4 derived.

5 Chris met the factors outlined in *Brunzell*. Chris's counsel is qualified and has  
6 considerable experience, ability and training in the field of family law litigation. The  
7 litigation was necessary to effectuate finality of the divorce issues. It is the responsibility  
8 of Chris's counsel to finalize outstanding issues to insure Chris's rights are preserved  
9 and litigated. Chris's counsel was attentive to work performed. Based upon the  
10 foregoing, it is not only fair, but also reasonable under the circumstances Dawn be  
11 responsible for Chris's reasonable attorney fees and costs in the sum of \$6,500.00  
12 pursuant to NRS §18.010, EDCR 7.60 and under the holdings of *Brunzell*, *Duff* and  
13 *Halbrook*. Chris respectfully requests said sum be awarded and reduced to judgment,  
14 collectable by any means.

15 IV.  
16 Conclusion

17 Based upon the foregoing, Chris respectfully requests an order is issued:

- 18 1. Denying Dawn's motion in toto;  
19 2. Expunging the lis pendens recorded on September 4, 2014;  
20 3. Finding Dawn's request to enforce the decree is barred by NRS §11.190(1)(a);  
21 and  
22 4. Awarding Chris the sum of \$6,500 for attorney fees and costs.

23 DATED this 17<sup>th</sup> day of October, 2014.

24 HOF LAND & TOMSHECK

25 By

Bradley J. Hofland, Esq.

Nevada Bar No. 6343

228 South Fourth Street

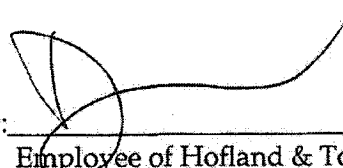
27 Las Vegas, NV 89101

28 Attorneys for Plaintiff, Christopher Davidson

CERTIFICATE OF MAILING

I hereby certify that I am an employee of Hofland & Tomscheck that on the 17th day of October, 2014, I served a true and correct copy of **OPPOSITION TO DEFENDANT'S MOTION TO ENFORCE DECREE OF DIVORCE, FOR ATTORNEY FEES, AND FOR RELATED RELIEF** by email and placing a copy of the same in the United States mail at Las Vegas, Nevada, with first class postage prepaid, and addressed as follows:

MILLS & MILLS LAW GROUP  
DANIEL W. ANDERSON, ESQ.  
703 South Eighth Street  
Las Vegas, NV 89101  
Email: attorneys@millsnv.com  
*Attorneys for Defendant*  
*Dawnette Racheal Davidson*

By:   
Employee of Hofland & Tomscheck

  
CLERK OF THE COURT

1 NOTC  
2 DANIEL W. ANDERSON, ESQ.  
3 State Bar #9955  
4 MILLS & MILLS LAW GROUP  
5 703 South Eighth Street  
6 Las Vegas, Nevada 89101  
7 (702) 386-0030  
8 Attorney for Defendant  
9 attorneys@millsnv.com

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

10 CHRISTOPHER BRIAN DAVIDSON, )  
11 )  
12 Plaintiff )  
13 )  
14 vs. )  
15 )  
16 DAWNETTE RACHEAL DAVIDSON, )  
17 )  
18 Defendant )  
19 )  
20 )  
21 )  
22 )  
23 )  
24 )

CASE NO.: D-365382  
DEPT. NO.: S

**NOTICE OF CANCELLATION OF LIS PENDENS**

25 NOTICE IS HEREBY GIVEN that the Lis Pendens filed on September 4, 2014 in the  
26 Eighth Judicial District Court, Family Division, Case No. D 365382 and recorded at the Clark  
27 County Recorder's Office on September 5, 2014, Instrument Number: 20140905-0001833, the  
28 following described property, to-wit:

Commonly known as 14683 Clay Peak Drive, Las Vegas, Nevada, 9015-92171,  
and more particularly described as;

**LEGAL DESCRIPTION**

TUCSON RIDGE-UNIT 3  
Plat book 75 Page 96  
Lot 18 GEOID: PT N2 NE4 SEC 05 20 60  
Parcel #138-05-511-001

be cancelled and discharged by the Clark County Recorder's Office upon presentation of a

certified copy of the Notice of Cancellation of Lis Pendens.

DATED this 4 day of November, 2014.

Submitted by:

MILLS & MILLS LAW GROUP

DANIEL W. ANDERSON, ESQ.

Bar No. 9955

BYRON L. MILLS, ESQ.

Bar No. 6745

703 South Eighth Street

Las Vegas, Nevada 89101

Attorneys for Defendants

When recorded mail to:

Mills & Mills Law Group

Byron L. Mills, Esq.

703 South Eighth Street

Las Vegas, Nevada 89101

NOV 06 2014

CERTIFIED COPY  
DOCUMENT ATTACHED IS A  
TRUE AND CORRECT COPY  
OF THE DOCUMENT ON FILE





CLERK OF THE COURT

1 SUPP  
2 Bradley J. Hofland, Esq.  
3 Nevada State Bar No. 6343  
4 HOFLAND & TOMSHECK  
5 228 South 4<sup>th</sup> Street, 1<sup>st</sup> Floor  
6 Las Vegas, Nevada 89101  
7 Telephone: (702) 895-6760  
8 Facsimile: (702) 731-6910  
9 bradh@hoflandlaw.com  
10 Attorneys for Plaintiff, Christopher Brian Davidson

11 DISTRICT COURT, FAMILY DIVISION

12 CLARK COUNTY, NEVADA

13 CHRISTOPHER BRIAN DAVIDSON,  
14 Plaintiff,  
15 vs.

Case No: D-365382  
Dept. No: S

16 DAWNETTE RACHEAL DAVIDSON,  
17 Defendant.

SUPPLEMENTAL DOCUMENTS IN  
SUPPORT OF OPPOSITION TO  
DEFENDANT'S MOTION TO  
ENFORCE DECREE OF DIVORCE, FOR  
ATTORNEY FEES, AND FOR  
RELATED RELIEF

18 I.  
19 DOCUMENTS

- 20 1. Additional documents attached hereto.

21 DATED this 28<sup>th</sup> day of October, 2014.

22 HOFLAND & TOMSHECK

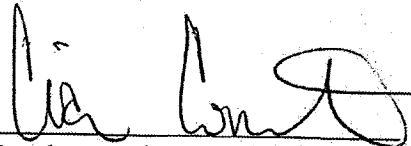
23 By: 

24 Bradley J. Hofland, Esq.  
25 Nevada State Bar No. 6343  
26 bradh@hoflandlaw.com  
27 228 South Fourth St., First Floor  
28 Las Vegas, Nevada 89101

**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of Hofland & Tomscheck, that pursuant to Administrative Order 14-2, NEFCR 9, and NRCP 5(b), I certify that on the 26<sup>th</sup> day of October, 2014, I served the foregoing **SUPPLEMENTAL DOCUMENTS IN SUPPORT OF OPPOSITION TO DEFENDANT'S MOTION TO ENFORCE DECREE OF DIVORCE, FOR ATTORNEY FEES, AND FOR RELATED RELIEF** on the following parties by electronic transmission through the Odyssey E-Serve system:

Daniel W. Anderson, Esq.  
[Modonnell@millsnv.com](mailto:Modonnell@millsnv.com)  
*Attorneys for Defendant*  
*Dawnette Racheal Davidson*

By:   
An Employee of Hofland & Tomscheck

FILED

SEP - 8 2015

*Ann L. Blum*  
CLERK OF COURT

COPY

I hereby certify that I am an

Administrative Order 14-2, 10/29/2014

**EIGHTH JUDICIAL DISTRICT COURT**

**FAMILY DIVISION**

**CLARK COUNTY, NEVADA**

CHRISTOPHER B. DAVIDSON,

CASE NO. 06D365382

Plaintiff,

DEPT. S

vs.

**SEALED**

DAWNETTE R. DAVIDSON,

Defendant.

BEFORE THE HONORABLE VINCENT OCHOA,

DISTRICT COURT JUDGE

WEDNESDAY, OCTOBER 29, 2014

TRANSCRIPT RE: ALL PENDING MOTIONS

1 APPEARANCES:

2  
3 The Plaintiff: CHRISTOPHER B. DAVIDSON  
4 For the Plaintiff: BRADLEY J. HOFLAND, ESQ.  
5 Hofland & Tomsheck  
6 228 S. 4<sup>th</sup> St., 1<sup>st</sup> Flr.  
7 Las Vegas, Nevada 89101  
8 (702) 895-6760

9  
10 The Defendant: DAWNETTE R. DAVIDSON (Not present)  
11 For the Defendant: BYRON L. MILLS, ESQ.  
12 Mills & Mills Law Group  
13 703 S. Eighth St.  
14 Las Vegas, Nevada 89101  
15 (702) 386-0030  
16  
17  
18  
19  
20  
21  
22  
23  
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1 LAS VEGAS, NEVADA

WEDNESDAY, OCTOBER 29, 2014

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

3 (THE PROCEEDING BEGAN AT 02:47:54.)

4 MR. DAVIDSON: Hello, how are you doing?

5 THE COURT: Good, yourself?

6 MR. DAVIDSON: I'm doing good.

7 THE CLERK: We're on the record, Your Honor.

8 THE COURT: Good morning. Good afternoon.

9 Have a seat, sir.

10 Counsel, could you introduce yourself and bar  
11 number, please.

12 MR. HOFLAND: Brad Hofland, 6343 --

13 THE COURT: Sir, you can have a seat.

14 MR. HOFLAND: -- on behalf of Chris Davidson, who's  
15 present alongside of me.

16 MR. MILLS: And Bar Number -- Byron Mills, Bar Number  
17 6745, here for Dan Anderson, who represents Dawn An --  
18 Davidson, Your Honor.

19 THE COURT: Okay. And she's not here today?

20 MR. MILLS: No, she's not. And we were going to get her  
21 on the phone; but at this point, I'd suggest we don't.  
22 Counsel was able to just provide a whole lot of documents that  
23 I'm gonna need to be able to review and review with my client.  
24 He's telling me that it's showing that it's -- it's payment of

1 the monies that -- that in our motion claims that have not  
2 been paid.

3 THE COURT: Right.

4 MR. MILLS: Obviously, I need time to review these  
5 documents with the client and investigate to make sure that  
6 she did in get -- in fact get the monies that have been stated  
7 she received. So I'd request a continuance at this time.

8 THE COURT: I have no problem. There's a lis pendens is  
9 the problem, though.

10 MR. MILLS: And if --

11 THE COURT: Let me -- what -- your claim is that she was  
12 -- she was supposed to get half (indiscernible) the appraised  
13 value of the home.

14 MR. MILLS: That's correct. And that's not --

15 THE COURT: And it was supposed to be an appraisal in  
16 2006.

17 MR. MILLS: That's correct.

18 THE COURT: I don't know. Did you ever do the apprai --  
19 did anyone ever do the appraisal? And do we have an amount?

20 MR. HOFLAND: Yes, Your Honor, it was appraised at  
21 775,000. There was a loan on the house for approximately  
22 \$375,000. When the parties reached an agreement, the original  
23 amount she was supposed to receive was \$400,000. My client  
24 gave her \$450,000.

1 THE COURT: And the house today is going to be sold for what?  
2 what?

3 MR. HOFLAND: I have no idea.

4 MR. DAVIDSON: I -- I -- it's listed somewhere in the  
5 mid-sixes.

6 THE COURT: Like 600,000?

7 MR. DAVIDSON: I -- I'm trying for more than that, sir.

8 THE COURT: Okay.

9 MR. DAVIDSON: The original appraisal was seven and a  
10 quarter, and I gave her 775.

11 THE COURT: Can we lift the -- the lis pendens? And I  
12 don't know if the house is going to be sold between now and  
13 the next day; but if it is, can we freeze 50 percent of his --  
14 his share until we have another hearing?

15 MR. HOFLAND: Well, I mean, Judge, a couple of different  
16 things. I mean, my client has flown all the way out here from  
17 Hawaii. And -- and we're looking at a motion -- really the  
18 way that we're looking at it is that it's barred by the  
19 statute of limitations. I mean, all the relief that they're  
20 seeking is barred by the statute of limitations. This should  
21 have been done probably three to four years ago. The  
22 (indiscernible) cases really have spoken about the statute of  
23 limitations and it's --

24 THE COURT: Well, I -- I'm not denying your motion; but

1 he wants a little bit more time to look at it. I just want to  
2 help you get the lis pendens removed.

3 MR. HOFLAND: Thank you, Your Honor. And -- and which we  
4 -- we've been more than -- we've provided -- MR. DAVIDSON:

5 THE COURT: But in the meantime, I kinda wanna have some  
6 protection in case they -- able to prove their case, there  
7 will be some money tied up in an escrow account. And I only  
8 want to tie up 50 percent of it.

9 MR. HOFLAND: Well --

10 THE COURT: And number two, the house is not even --  
11 apparently not even sold yet.

12 MR. HOFLAND: Well, and it's not in her name.

13 THE COURT: No, it's not in her name. But he -- he just  
14 told me that he's trying to get this amount. I mean, there's  
15 been no --

16 MR. DAVIDSON: Well, it's de -- it was delisted because  
17 of the lis pendens order.

18 THE COURT: Well, we're gonna -- we're gonna -- that's  
19 what I'm trying to help you get it listed. Take the lis  
20 pendens off, have you sell it or try to sell it. And give you  
21 some money, which is 50 percent; and you might get 100  
22 percent. I'm just trying to freeze it until --

23 MR. HOFLAND: And -- and, Judge, one of the things we're  
24 trying to do -- I mean, I -- I provided all of the documents.



1 I provided everything. And I will provide whatever is also  
2 that Mr. Mills needs to look over. But my client has flown  
3 here from Hawaii. There's been a lis pendens which has been  
4 placed on the property, wrongfully. There's no basis under  
5 law. We've cited case law and it says you cannot place a lis  
6 pendens on property for a money judgment. So she has no basis  
7 to ask for that.

8 We're forgiving any attorney's fees right now.  
9 We're forgiving recou -- re -- recouping the cost for him to  
10 fly over here. We're giving them all the documents we're --  
11 which -- otherwise which aren't discoverable. We're giving it  
12 all to them.

13 We want to do this quickly. We want to do it  
14 efficiently. I don't want to come back to court again. If we  
15 come back to court again, we will not -- we'll be asking for  
16 fees. I'll be asking for damages. And treble damages under  
17 the statute for the placing of the lis pendens on the  
18 property, which is provided for by code. But I -- we don't  
19 want to go down that path.

20 We will sequester 50 percent of the funds. Yeah,  
21 we'll do that to get it done. But if we've got to come back  
22 to court, we will renew our request, providing that we have to  
23 come back to court again. We are waiving our attorney's fees  
24 and costs.

1 THE COURT: So the lis pendens is going to be removed.  
2 How quickly can we get that done?

3 MR. MILLS: Well, it's not a difficult process as long as  
4 the order is that 50 percent is held. I mean --

5 THE COURT: That -- that's the order.

6 MR. MILLS: Because he's not in town anymore. He's in  
7 Hawaii. And the lis pendens is the only protection we have.

8 THE COURT: Well, it's gonna be removed because I -- I  
9 don't think it was -- should have placed on.

10 MR. MILLS: Oh, 100 percent it can be placed. All that  
11 he says is completely not the law, Your Honor. This Court  
12 retains jurisdiction.

13 THE COURT: Well, we're -- we're protecting your client.  
14 We're saving 50 percent.

15 MR. MILLS: And -- and hence I'm -- otherwise, he's  
16 wrong. We have every right to do a lis pendens. She owned  
17 one-half interest in the house. She signed the quitclaim deed  
18 so he could refinance and pay it -- pay it off.

19 THE COURT: I always like it when attorneys --

20 MR. MILLS: That never got paid.

21 THE COURT: -- litigate something that's already gonna be  
22 going away.

23 MR. MILLS: Fine. Okay.

24 THE COURT: You guys both made a record. You want to

1 make some more record, you can. I'm sorry to cut you off.  
2 But basically, you know, we have an understanding that the lis  
3 pendens is going to be removed forthwith. And if there's a  
4 sale, he can put the 100 percent into escrow. Remove his 50  
5 percent. And we'll save 50 percent. Hopefully you two can  
6 work out the deals when all the new paperwork has been  
7 exchanged. And I don't know when you got it, but I just got  
8 it this morning myself.

9 MR. MILLS: It was handed to me outside.

10 THE COURT: So they need a little bit of time. And  
11 you're claiming everything is there to prove your side of the  
12 case that she's been fully paid.

13 MR. HOFLAND: Yes, Judge. We also have another document  
14 which shows that the Morgan Stanley account, which she was  
15 awarded, that she received the sum of -- in the account, she  
16 received the sum of \$1,282,174. And in here it shows a  
17 deposit of \$450,00 into the account. And this is the account  
18 that she was awarded, which shows that she's taking --

19 THE COURT: So what happened to her memory?

20 MR. HOFLAND: I -- I don't know, Judge. But the other  
21 thing that's (indiscernible) about it is that these checks --  
22 it's not one check, Your Honor. The -- the checks go on for  
23 like three years and payments from the -- from CKX for the  
24 non-compete. So there was payments which were going to her

1 for three years. So the amnesia on that, I don't have an  
2 explanation for that.

3 THE COURT: Okay.

4 MR. HOFLAND: But again, we understand what it is. My  
5 client wants to resolve everything peacefully, nicely. If we  
6 come back again, my client will ask for fees, costs --

7 THE COURT: Okay.

8 MR. HOFLAND: -- and sanctions.

9 THE COURT: So let's see what you can do in the meantime  
10 because there's a lot of law involved with the statute of  
11 limitation, which I'm gonna have to look at it more carefully.  
12 But they seem to make a strong point on it. But let's see  
13 what we can do to determine maybe she already has been paid.  
14 And maybe she's --

15 MR. MILLS: And if she has we won't obviously need to  
16 come back to court --

17 THE COURT: Okay.

18 MR. MILLS: -- Your Honor.

19 THE COURT: So -- but do we need a return date anyway?

20 MR. MILLS: I don't mind a return -- yes.

21 THE COURT: Okay.

22 MR. MILLS: Keep your feet to the fire, I always prefer,  
23 Your Honor.

24 THE COURT: We're looking at January now.

1 MR. HOFLAND: Well, we want to do it sooner than that.  
2 We'd like to have something done here in the next 30 days.

3 THE CLERK: Hopefully.

4 THE COURT: Okay. And you -- he doesn't have to come to  
5 -- in person if he doesn't want to, as far as I'm concerned.

6 MR. HOFLAND: Thank you, Your Honor. But the next time  
7 we come --

8 THE COURT: He can appear by telephone if he would like.

9 MR. HOFLAND: I've been instructed that this is a one-  
10 time deal. If you gotta come back again, then it's all on the  
11 table for the fees and the costs and for all the  
12 (indiscernible).

13 MR. MILLS: Well, if we're coming back it's because --

14 THE COURT: It's gonna be liti -- you know,

15 MR. MILLS: There's not --

16 THE COURT: -- there's gonna be an argument. And you --

17 MR. MILLS: -- really -- it's not really here and there's  
18 argument.

19 THE COURT: -- you reserve your argument for attorney's  
20 fees for the next time.

21 MR. HOFLAND: Thank you, Your Honor.

22 THE CLERK: December 15 at 9:30, that's a Monday.

23 MR. HOFLAND: That's fine, Judge.

24 THE CLERK: We'll just put it (indiscernible) --

1 MR. MILLS: December 15<sup>th</sup> at 9:30.  
2 THE CLERK: 9:30.  
3 MR. MILLS: Okay.  
4 MR. HOFLAND: All right. And to make it clear, Mr.  
5 Mills, I'm gonna give you the entire document from the sale to  
6 CKX. I'll give you that entire document. And I'll give you  
7 this Morgan Stanley page --  
8 MR. MILLS: Okay.  
9 MR. HOFLAND: -- in addition to that.  
10 MR. MILLS: All right, yeah.  
11 MR. HOFLAND: You have all the rest of the other  
12 documents.  
13 MR. MILLS: I have this partial, yeah.  
14 THE COURT: Okay. The other thing is, we could go to  
15 Hawaii; and you could text to one side or the other.  
16 MR. MILLS: That's what I think. Let's (indiscernible).  
17 THE COURT: I'm just trying to do -- have -- save you  
18 some time.  
19 MR. HOFLAND: Yes, Your Honor, thank you.  
20 MR. MILLS: Why make him travel clear over here?  
21 MR. HOFLAND: Yeah.  
22 MR. MILLS: We can have court right out on --  
23 THE COURT: Yeah.  
24 MR. MILLS: -- you know, I'm sure there's --

1 THE COURT: Why go to a desert --

2 MR. MILLS: -- beach nearby.

3 THE COURT: -- when we all -- we can all go to Hawaii?

4 MR. HOFLAND: Well, but here's the deal. He's got to  
5 pick us all up at the airport.

6 MR. DAVIDSON: You got it.

7 THE COURT: Does he have a private jet or --

8 MR. HOFLAND: Nah, not yet.

9 THE COURT: We're gonna have to fly commercial. Oh, my  
10 goodness. Thank you, very much.

11 MR. MILLS: Thank you, Your Honor.

12 THE CLERK: That's it.

13 THE COURT: That's it?

14 (THE PROCEEDING ENDED AT 02:56:59.)

15

16 \* \* \* \* \*

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

19

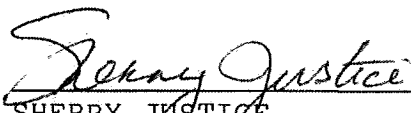
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23

24

  
SHERRY JUSTICE,  
Transcriber II

ELECTRONICALLY SERVED  
11/12/2014 11:47:31 AM

HOFLAND & TOMSHECK - Attorneys at Law  
228 South 4th Street, 1st Floor  
Las Vegas NV 89101  
PH: (702) 895-6760 o FAX: (702) 731-6910

1 **ORDR**  
2 Bradley J. Hofland, Esq.  
3 Nevada Bar No. 6343  
4 **HOFLAND & TOMSHECK**  
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6 Las Vegas, Nevada 89101  
7 (702) 895-6760  
8 Bradh@hoflandlaw.com  
9 Attorney for Plaintiff, Christopher Brian Davidson

## EIGHTH JUDICIAL DISTRICT COURT

## FAMILY DIVISION

## CLARK COUNTY, NEVADA

CHRISTOPHER BRIAN DAVIDSON, )

Plaintiff, )

-vs- )

DAWNETTE RACHEAL DAVIDSON, )

Defendant. )

Case No. D-365382

Dept. No. S

ORDER AFTER OCTOBER 29, 2014  
HEARING.

6 This matter having come before this Court on Plaintiff's Motion to Expunge Lis  
7 Pendants and for Attorney Fees and Costs and Defendant's Motion to Enforce Decree of  
8 Divorce, For Attorney Fees and For Other Related Relief on the 29<sup>th</sup> day of October,  
9 2014. Plaintiff, Christopher Davidson ("Christopher"), appearing in person and  
0 represented by and through his attorney, Bradley J. Hofland, Esq. of Hofland &  
1 Tomscheck and Defendant, Dawnette Davidson ("Dawnette"), appearing in person and  
2 represented by and through her attorney, Byron L. Mills, Esq. of Mills & Mills Law  
3 Group, and the court being fully advised, having reviewed the papers and pleadings  
4 filed, and relevant testimony, and good cause appearing therefore,

5 Counsel engaged in discussion regarding statutes of limitations and other related  
6 legal arguments.

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1 Mr. Hofland provided documents to Mr. Mills. Mr. Hofland noted that there are  
2 other documents to be provided. Mr. Mills did not have enough time to review all of  
3 the documents.

4 The matter is continued and all other issues are reserved.

5 NOW THEREFORE,

6 IT IS HEREBY ORDERED that Plaintiff's Motion to Expunge Lis Pendens is  
7 Granted.

8 IT IS HEREBY FURTHER ORDERED that Defendant shall immediately create,  
9 execute and record any and all documents to remove the Lis Pendens.

10 IT IS HEREBY FURTHER ORDERED that one-half (1/2) of the proceeds from  
11 the sale of the residence are to be sequestered.

12 IT IS HEREBY FURTHER ORDERED that matter is continued to December 15,  
13 2014 at 9:30 a.m.

14 IT IS HEREBY FURTHER ORDERED that all other issues are reserved.

15 IT IS SO ORDERED this 7th day of Nov, 2014.

16  
17 Vincent Ochoa  
DISTRICT COURT JUDGE

VINCENT OCHOA

18  
19 Dated this 4th day of November, 2014.

Dated this 4th day of November, 2014.

20 HOFLAND & TOMSHECK

MILLS & MILLS LAW GROUP

21 Bradley J. Hofland, Esq.  
22 Nevada State Bar #6343  
23 228 South 4<sup>th</sup> Street, 1<sup>st</sup> Floor  
24 Las Vegas, Nevada 89101  
25 Telephone: (702) 895-6760  
26 Attorneys for Plaintiff,  
27 Christopher Davidson  
28

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Las Vegas, NV 89101  
Telephone: (702) 386-0030  
Attorneys for Defendant,  
Dawnette Davidson

1 TRANS

FILED

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*Adam L. Blum*  
CLERK OF COURT

2  
3 COPY

4  
5 EIGHTH JUDICIAL DISTRICT COURT

6 FAMILY DIVISION

7 CLARK COUNTY, NEVADA

8 CHRISTOPHER B. DAVIDSON, ) CASE NO. 06D365382  
9 ) DEPT. S  
10 Plaintiff, )  
11 vs. ) SEALED  
12 DAWNETTE R. DAVIDSON, )  
13 Defendant. )

14  
15 BEFORE THE HONORABLE VINCENT OCHOA,

16 DISTRICT COURT JUDGE

17 MONDAY, DECEMBER 15, 2014

18 TRANSCRIPT RE: STATUS CHECK

1     APPEARANCES:

2  
3     The Plaintiff:     CHRISTOPHER B. DAVIDSON (Telephonic)  
4     For the Plaintiff: BRADLEY J. HOFLAND, ESQ.  
5                         Hofland & Tomsheck  
6                         228 S. 4<sup>th</sup> St., 1<sup>st</sup> Flr.  
7                         Las Vegas, Nevada 89101  
8                         (702) 895-6760

9  
10     The Defendant:    DAWNETTE R. DAVIDSON (Not present)  
11     For the Defendant: BYRON L. MILLS, ESQ.  
12                         Mills & Mills Law Group  
13                         703 S. Eighth St.  
14                         Las Vegas, Nevada 89101  
15                         (702) 386-0030  
16  
17  
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24

1 LAS VEGAS, NEVADA

MONDAY, DECEMBER 15, 2014

2 PROCEEDINGS

3 (THE PROCEEDING BEGAN AT 09:36:09.)

4 THE COURT: We were here October 29, 2014. I have not  
5 received any information since then. Could you introduce  
6 yourselves, and tell me where we're at today?

7 MR. HOFLAND: Brad Hofland, 6343, for the plaintiff,  
8 Chris Davidson. He's appearing by telephone.

9 MR. MILLS: Byron Mills, 6745, appearing on behalf of  
10 Dawnette Davidson, Your Honor.

11 THE COURT: And who's on the phone now.

12 MR. DAVIDSON: I'm here.

13 THE COURT: Okay. Your name, please.

14 MR. DAVIDSON: Chris Davidson.

15 THE COURT: Okay. So what's the status?

16 MR. HOFLAND: Your Honor, after the last hearing, we  
17 produced a voluminous amount of documents. There was several  
18 different requests which were made or which, you know, false  
19 allegations, which were presented to this Court.

20 And if the Court recalls that Ms. Davidson, she was  
21 making the representation that she received no money,  
22 whatsoever, since, gosh, November of '06, in regards to the  
23 sale of a business, the proceeds from a -- her interest in a  
24 -- in a house and then some trailing payments from CKX.

1 After the -- the hearing or actually during the  
2 hearing or slightly before the hearing, we provided documents  
3 from the Morgan Stanley account, which show that \$450,000 went  
4 into the Morgan Stanley account, which she had exclusive  
5 control over since January of 2007.

6 The statement, which we showed them when we tendered  
7 it, it shows that that account had the amount of one -- a  
8 little over \$1.2 million, almost \$1.3 million. And that  
9 account originated from the sale of the business, which the  
10 business sold for \$4.5 million

11 And the business when it sold for \$4.5 million,  
12 basically the proceeds out of the expenses, first came out of  
13 the expenses, which are owed by the corporation; and the  
14 corporation had other partners. Then the corporation -- our  
15 client had a 50-percent interest in the corpor -- the other  
16 corporation, which had an interest in the Elvis Memorabilia,  
17 in which they received, after everything is said and done,  
18 roughly about \$1.6 to \$1.8 million.

19 So after that period of time, those proceeds as far  
20 as the CKX money from the non-compete was paid out over a  
21 period. I believe it was a three-year period. And those  
22 funds, (indiscernible) were shown through the course, which  
23 the representation was made that Ms. Davidson never received  
24 those funds, that Dawnette never received those funds. And we

1 provided checks to them to show the checks which are received  
2 from the distribution of those funds.

3 Then -- then the comment was made, well, you know  
4 what, she didn't receive those funds because your client had  
5 control over the bank account. Produce copies that show that  
6 he actually -- she actually received this.

7 My client was, luckily enough, was able to contact  
8 the administrator, which disbursed those funds, which shows a  
9 voluminous amount of checks. Each check signed -- signed by  
10 Dawnette Davidson, each check. So she's received everything.

11 Oh, then she also -- there was a -- another check, a  
12 \$20,000 check, which was sent to her sometime in 2010. She  
13 claims that she's un -- entitled to reimbursement for the cost  
14 of health insurance for four years or something like that.  
15 She's received all the money and some.

16 Again, Judge, we're asking for fees. We went  
17 through this before. There was no basis whatsoever to place a  
18 lis pendens on the property, whatsoever. After a lis pisen --  
19 pendens was placed, a letter was written asking to remove the  
20 lis pendens. It wasn't removed. It wasn't removed until we  
21 filed a motion in this court. It was removed during the last  
22 hearing. My client expended fees for that.

23 My client wanted (indiscernible) through the good  
24 graciousness, to make sure that things were fine between him

1 and his ex-wife, to show that there is a path of all these  
2 monies to ease her concerns because she had a bit of amnesia;  
3 but she -- the -- the documents quite clearly show that  
4 Dawnette Davidson received \$1.3 million. She received all the  
5 funds from the CKX funds. She received one half of the  
6 interest in the house. She received everything and some.

7 Her request is time-barred, Your Honor, under the  
8 six years. She's bringing this motion some eight years later  
9 in which to enforce the decree. So it's our position that,  
10 first, it's time-barred; but my client was in the position,  
11 you know, to make sure that there's no will -- ill-feelings or  
12 anything else, provided all the documentation.

13 THE COURT: So what explains her lack of memory?

14 MR. HOFLAND: No idea.

15 THE COURT: Okay.

16 MR. MILLS: Let me address a bunch of that, Your Honor.  
17 First --

18 THE COURT: The reason I ask is the -- some kind of facts  
19 to base attorney's fees on, whether it was malice or a health  
20 problem or --

21 MR. HOFLAND: Well, Your Honor, we're not --

22 THE COURT: -- poor economy.

23 MR. HOFLAND: -- we're not aware of anything. She  
24 doesn't -- we're not aware of any reported health problem.

1 She brought this motion. She didn't have any documents when  
2 she brought this motion. All these documents, which we  
3 provided, actually is like we stated -- stated last time. The  
4 company, the Elvis Memorabilia Museum, was purchased by a  
5 public company. A lot of these documents are all available  
6 online because it's a publicly-traded company.

7 THE COURT: But she was signing these checks. I mean,  
8 they were going into an account she controlled; correct?

9 MR. HOFLAND: Yes.

10 THE COURT: So if she had that information. She should  
11 have had that information.

12 MR. HOFLAND: She should've. And then it was ironically  
13 -- it kept on going further and further and further. First  
14 thing she wanted a copy of the checks, which we produced a  
15 copy of the checks. Then she wanted a copy of the endorsed  
16 checks showing that she endorsed those checks, in which we  
17 provided those checks, as well.

18 THE COURT: Okay.

19 MR. MILLS: And -- and we're in the same boat as we were  
20 last time. Counsel claims he's provided us documents, which  
21 we haven't received. He did this last time, claiming that he  
22 actually handed me that big pile right outside, the first time  
23 we'd seen 'em.

24 We addressed letters to him saying, hey, just get us



1 to this. We can avoid court. We did the same thing here.  
2 Our last letter was November 10<sup>th</sup> saying, okay, this is what we  
3 still need. Didn't get 'em. He says he sent 'em. But I just  
4 verified with my office. They've never come. Last time he  
5 said he sent 'em. They haven't come. He's got a copy there;  
6 but again, I haven't seen 'em.

7 So let's talk about a couple issues. First of all,  
8 the time-bar. There is no such six-year rule in family law.  
9 It's not there. 11.90, which he quotes, flies in the face of  
10 125.240. And when you have a specific statute versus vague  
11 statute, the specific statute always wins.

12 We do -- are not -- in the state of Nevada, we are  
13 not required -- like, for example, this requires a -- the  
14 decree or judgment, 11.90, requires a decree of judgment to be  
15 renewed every six years or it's gone. We don't do that. Our  
16 decrees don't become invalid after six years. We -- they're  
17 enforceable forever. It's the way it is.

18 How many times do we set a house to be sold at a  
19 period of time? Usual -- often it's when the kids graduate.  
20 That may be eight years from now. We don't make them go re-  
21 notice or re -- redo the decree. It's valid throughout.

22 There is no six-year rule when it comes to decrees  
23 and family law cases because we have a specific statute that  
24 trumps it. It says they're always enforceable, NRS 125.240.

1 So the six-year rule does not apply here. Plus, even -- even  
2 if it did, which it doesn't, the decree doesn't set a specific  
3 time when the house -- when he has to pay, which he hasn't  
4 yet.

5 And so the six-year rule, if it did apply, only  
6 starts with a date that the -- the amount is due. Well, since  
7 the decree was written without a due date, it still hasn't  
8 run. It still hasn't even started yet until this Court says I  
9 want this -- I want it paid. And then the six-year rule will  
10 apply, even if it applied, which it doesn't in family law  
11 courts.

12 THE COURT: But they say they paid.

13 MR. MILLS: Here -- that's the problem, Your Honor. They  
14 say they paid.

15 THE COURT: So what --

16 MR. MILLS: And that's -- we --

17 THE COURT: So they -- you haven't got the documents they  
18 say they've -- they've sent to -- to --

19 MR. MILLS: No, for example --

20 THE COURT: Where did you send them to?

21 MR. HOFLAND: She has the -- the Morgan Stanley account,  
22 \$450,000 (indiscernible).

23 THE COURT: She has them?

24 MR. HOFLAND: Yeah, and so she received it. She received

1 control --

2 THE COURT: What about their -- her attorney?

3 MR. HOFLAND: I'm sorry?

4 THE COURT: The attorney?

5 MR. MILLS: You said you sent the documents on December  
6 5th --

7 MR. HOFLAND: Oh, I --

8 MR. MILLS: -- but I didn't get 'em. I -- none of my  
9 staff, Your Honor.

10 THE COURT: So did you send them to her or --

11 MR. HOFLAND: Your Honor, there -- it was done through  
12 the --

13 THE COURT: -- to the attorney's office?

14 MR. HOFLAND: To -- to the attorney's office. I have a  
15 copy of it. The -- the documents went to Mr. Mills' office,  
16 and they were filed through the court system. All the  
17 documents and everything, now that the new system has been put  
18 in place, all discovery's got to be filed through the system.  
19 So we even have a time and date -- date stamp on that. So  
20 I'll give you the -- the document, which I handed a copy of  
21 this to Mr. Mills before the hearing began.

22 THE COURT: Okay. Well --

23 MR. MILLS: So the 450, let's talk about 'em in -- in a  
24 row. The 450 he keeps claiming is the house, was paid as part

1 of the one -- it was a transfer into the one account --

2 MR. HOFLAND: Your Honor, I --

3 MR. MILLS: -- that he -- she was supposed to get. It  
4 was paid prior to the transfer of that 1.283 million to her.  
5 That is -- represents the half she's supposed to get, the  
6 1.283.

7 The 450 is not something above and beyond the half  
8 she was supposed to get from the business and the investment  
9 accounts. The house is yet to be paid. The refinance that  
10 they say took place, the date they provide is months after  
11 that account, that 450 got transferred and the account got  
12 paid. So there was no money paid from any refinance over.  
13 They haven't provided that. In fact, they don't arg -- they  
14 don't even say that that occurred. They say it happened  
15 prior, which just isn't the case.

16 The transfer that they claim is 450, which isn't  
17 even half of the house, happened well before and -- and  
18 represents the one half. They're trying to double dip to say,  
19 hey, this is one --

20 THE COURT: You -- you -- you said you got the 450.

21 MR. MILLS: Yes, we got --

22 THE COURT: But -- but that 450 --

23 MR. MILLS: My client got the one point two eight three  
24 nine six zero. But that represents the one half she was

1 supposed to get. And the 450 that they claim is the payment  
2 of the house, is part of that. It's already in that transfer.  
3 So the 450 is a part of the 1.283 million, which represents  
4 half. So the half on the house was never paid.

5 THE COURT: And that 1.29 is half of the business.

6 MR. MILLS: The business and the investment account. So  
7 there is no payment on the house yet.

8 THE COURT: But you don't -- but you don't --

9 MR. MILLS: And they haven't been able to show us any  
10 proof of payment.

11 THE COURT: -- but you don't have the documents yet?

12 MR. MILLS: No, they gave us initial documents. But  
13 their response is, oh, we paid it when we paid the 450. Which  
14 isn't true. That was part of -- that was the one half on the  
15 investments not the house. I haven't seen any documentation.  
16 I asked him when he handed it to me, (indiscernible). I said,  
17 "Is there any proof of payment of the house in here?" No.  
18 That's the 450. Which it's not. Okay.

19 Second, the CKX, you want to know about why her  
20 memory is. Here's the problem with the CKX. Again, he claims  
21 he gave us the back of the checks, her endorsed. I don't have  
22 those, never got 'em. We requested them but never got the  
23 backs of the checks.

24 Here's what happened with the checks, and this was

1 our concern, so last time they showed us the fronts of the  
2 checks, okay, which shows checks were written to her. The  
3 problem is, what we found is, the checks didn't go to her  
4 address. They didn't go directly to her bank. They went to  
5 his business address. So her checks went to his business  
6 address, not to her, his business address, not to her  
7 residence, his business address.

8 So what was our response? Hey, we need proof that  
9 she received these and signed and got them because she doesn't  
10 recall it. And -- and you can see why if they were going to  
11 his business address. They may be signed. We don't know. We  
12 haven't seen those documents. We could've maybe avoided some  
13 of this had we get doc -- gotten documents before -- before  
14 the court.

15 And -- and, counsel, I -- in that group that came  
16 December 5<sup>th</sup>, does that show -- is there backs of checks in  
17 that group?

18 MR. HOFLAND: Yeah, and you've got that. You've got my  
19 document. I gave it to you.

20 MR. MILLS: No, you took it right back from me.

21 MR. HOFLAND: No, I don't have it.

22 MR. MILLS: You said, "I need that back," and took it  
23 right back from me when we were outside.

24 MR. HOFLAND: You've got it because I don't have it in my

1 stack right here. Can you --

2 THE COURT: Well --

3 MR. MILLS: That's -- it's that one right there. That's  
4 what you handed me.

5 MR. HOFLAND: No, this is October 31<sup>st</sup>.

6 MR. MILLS: Yeah, that's all -- that's all you handed me.

7 THE COURT: Well, I -- I want you to review 'em. Can we  
8 continue this till Thursday?

9 MR. HOFLAND: I'm not gonna be here on Thursday.

10 THE COURT: I -- I don't want about to hear an argument  
11 --

12 MR. MILLS: I'm in trial.

13 THE COURT: -- that I don't have 'em. I don't have 'em.

14 And then --

15 MR. HOFLAND: Oops, here they are. Here. Here they are.

16 THE COURT: -- you might have 'em.

17 MR. MILLS: Do you have the backs of the checks in this  
18 group?

19 MR. HOFLAND: Yeah. And -- and, Judge, this was done  
20 through the -- the court's filing system, which is required.  
21 It's the rule. In this case, it's the rule. We don't send  
22 anything by mail any longer.

23 MR. MILLS: Oh, so, but unless I'm signed up, which I --  
24 we generally always are, it would've been mailed to -- e-

1 mailed to us; but we have not got any e-mails as to this yet.

2 THE COURT: I can continue this to Wednesday or Thursday.

3 MR. MILLS: Okay.

4 THE COURT: Because I -- I -- I don't want to hear  
5 argument (indiscernible). That argument's not valid anymore.  
6 I got proof now. And if -- and if you don't have it, then you  
7 can make your argument on Wednesday or Thursday.

8 MR. MILLS: Okay.

9 THE COURT: I'm just -- I just want to hear the -- you  
10 know, one argument and -- and -- and -- and make sure it's the  
11 right argument and -- and just make a decision after I review  
12 those documents, which he says he's filed and they're probably  
13 through the system sometime. But I don't know if we were even  
14 looking for 'em.

15 When were they filed?

16 MR. HOF LAND: On -- on the 5<sup>th</sup> of December.

17 THE COURT: Okay. So I -- I don't think we were looking  
18 for any documents in our office. So we probably never checked  
19 to see if they were.

20 MR. MILLS: And we were expect -- again, we had drafted a  
21 letter; and no responding letter -- letter came saying, hey,  
22 they're filed or anything. We --

23 THE COURT: I can continue --

24 MR. MILLS: -- had no idea.



1 THE COURT: -- it till January but --

2 MR. HOFLAND: My client is ready to get rid of it.

3 Judge, I mean --

4 THE COURT: Or I could do it Wednesday.

5 MR. HOFLAND: -- she -- she's asking for him to split up

6 something which is, again, it's barred by the statute of

7 limitations. A decree is a decree is a decree. Come on.

8 There's a statute of limitations on the decree. The only

9 thing that's not in the statute of limitations in a decree are

10 two things, modification of custody, one; and child support.

11 We all know that. That's first year of law school.

12 MR. MILLS: And enforce -- should I really read the

13 statute. So is enforcement of this decree and judgment

14 pursuant --

15 MR. HOFLAND: It's six years --

16 MR. MILLS: -- to 125.240.

17 MR. HOFLAND: -- (indiscernible) on any judgment.

18 MR. MILLS: No six year. Again, Your Honor, have we

19 ever, ever, in any family law case, ever had to go and refile

20 or update a --

21 THE COURT: I'm -- I'm a little confused --

22 MR. MILLS: -- a decree. It never happened.

23 THE COURT: -- because your argument is we already paid.

24 So that should be --

1 MR. HOFLAND: Well, it's -- it's --  
2 THE COURT: -- that should carry the day, right?  
3 MR. HOFLAND: Yes, Judge, but it's two-fold --  
4 THE COURT: We're out of statute of limitations.  
5 MR. HOFLAND: -- it's two -- it's two-fold. I mean --  
6 THE COURT: I understand --  
7 MR. HOFLAND: -- (indiscernible) just because  
8 THE COURT: -- the second fold, but --  
9 MR. HOFLAND: -- Mr. Mills' office has been doing the --  
10 THE COURT: -- but --  
11 MR. HOFLAND: -- law for 20 years, I mean, I don't care.  
12 I mean, that's what the law is.  
13 THE COURT: Okay. I'll check to see what the law is.  
14 But if -- if you're relying on the law, that means you --  
15 maybe there's some gaps in the checks or something because  
16 otherwise the checks themselves what's the best evidence rule  
17 and that would close the case.  
18 MR. HOFLAND: Absolutely, Judge; and we have those  
19 checks.  
20 MR. MILLS: Well, no, because we would still have the  
21 house that needs to be paid. Tho -- those checks don't have  
22 anything to do with the house. And he still maintains -- his  
23 argument is --  
24 THE COURT: That they're included in the --

1 MR. MILLS: -- they're included in the 1.2 --

2 MR. HOF LAND: Oh, no. No, Judge. I --

3 MR. MILLS: -- which isn't the case --

4 MR. HOF LAND: -- I think that Mr. --

5 MR. MILLS: -- that's the half.

6 MR. HOF LAND: -- this whole thing is because his client  
7 has not participated in this litigation, it's creating a bunch  
8 of really weird issues.

9 Their thinking is, is that she's making the  
10 allegation and representation to this Court that my client  
11 somehow refinanced the house, took cash out of the house. He  
12 refinanced the house and took her name off of the loan.  
13 That's all that he did. No cash came back. We provided those  
14 documents.

15 We provided the -- the -- the appraisal on the  
16 house. The appraisal on the house shows that the house was  
17 valued at \$700,000 in November of '06. We provided the ones  
18 at the time the appraisal was done, which for the refinance is  
19 358 -- or excuse me, 630. It's 358 owed on it -- owed on it.  
20 She's entitled to 272, one half of that, 130.

21 MR. MILLS: Which hasn't been received. Well, I think  
22 we're in agreement now. Fantastic. That's never been paid.

23 MR. HOF LAND: Well, before we come down -- here's the --  
24 Your Honor, they came to an agreement as to the valuation back

1 when they entered into the marital separation agreement. And  
2 at that period of time they put -- placed a value on the  
3 house, which they got an appraisal on the house. That value  
4 was at \$700,000. And they -- when -- when they went and got  
5 the house appraised, the value was less than that. He's not  
6 asking for an offset for that. He cashed her out on  
7 everything that she was entitled to. She received 1.3 million  
8 bucks.

9 THE COURT: Now, the refinancing information that you're  
10 referring to, do they have a copy of that --

11 MR. HOFLAND: Yes.

12 THE COURT: -- as well? And you're saying it was  
13 refinanced, but there was no -- no -- no -- no proceed, no  
14 profit.

15 MR. HOFLAND: Correct. And that we have (indiscernible)

16 --

17 MR. MILLS: Oh, no there was profit. There was \$400,000  
18 profit -- or \$320,000 profit at that time. What he's saying  
19 is, he didn't pull any money out to pay her back. That's --

20 MR. HOFLAND: No --

21 MR. MILLS: -- what he's saying.

22 MR. HOFLAND: -- no, no --

23 MR. MILLS: There was no --

24 MR. HOFLAND: -- that's not what --

1 MR. MILLS: -- exchange of money --

2 MR. HOF LAND: What I'm saying is --

3 MR. MILLS: -- on the house.

4 MR. HOF LAND: -- at the time they entered into the

5 decree, they pulled an appraisal on the house; and they said

6 here's what the value is. Okay. I split it up. Here's how

7 we're doing it. Done. Gave her that value. Subsequently, he

8 refinanced the house. He refinanced the house, and it came in

9 at a lower value. He's not asking for money to come back on

10 it. All the -- the distributions and equalization was done

11 well prior to the house being refinanced.

12 THE COURT: And you're -- is that included in the 1.29?

13 MR. HOF LAND: Yes.

14 THE COURT: Okay.

15 MR. HOF LAND: And -- and, Your Honor, the money which

16 came to them from the sale of the business, was approximately

17 1.6 million. She received 1.3 million into a stock trade

18 account. There is no other money. She received half and

19 some.

20 THE COURT: If it was 1.6, why did she get 1.29 then?

21 MR. HOF LAND: Well, 1.6 was the total amount which the

22 business was sold for --

23 THE COURT: Yeah.

24 MR. HOF LAND: -- in March of 2006. So if they had other

1 assets -- when they have other assets at the time of the -- of  
2 the divorce, they equalize the money. They have vehicles --

3 THE COURT: Okay.

4 MR. HOFLAND: -- a bus that she received and a Cadillac  
5 Escalade and a Ferrari and a -- a '55 Chevy. They  
6 (indiscernible) --

7 MR. MILLS: Yeah, they had significant assets, Your  
8 Honor. So --

9 MR. HOFLAND: So they weren't -- at the end of the day,  
10 the -- what -- she was given -- given the equalization payment  
11 of 1. -- gosh, roughly, 1.3 million.

12 MR. MILLS: And all our -- all our request was -- was --

13 THE COURT: All right. What's -- what --

14 MR. MILLS: -- where's the proof of payment of the house?

15 THE COURT: -- regardless of the statute of limitation,  
16 why was there an eight-year delay for her to -- from the  
17 decree of divorce to her filing this notice of lis pendens?

18 MR. MILLS: Her belief was that she was going to get paid  
19 when the house sold, Your Honor. And then she got informed  
20 that the house was finally selling, made contact to say I want  
21 my half. They say no. We filed the lis pendens to protect  
22 their interest. That's why. She believed she got -- she  
23 would get it when it sold.

24 MR. HOFLAND: And that doesn't make much sense, Your

1 Honor. She already signed a quit claim deed. And the house  
2 has already been placed in -- in his name. She already knows  
3 that. Why would she think that she's got an interest in the  
4 house when she signed a quit claim deed some eight years ago?  
5 And then the house is still under his name, which refinanced  
6 out of her name. She knows all of this.

7 MR. MILLS: We sign quit claim deeds all the time, Your  
8 Honor; but it doesn't mean that they -- that means because  
9 they sign the quit claim deed now they don't have to pay the  
10 -- the one-half value that they're required to pay.

11 THE COURT: It -- it goes half and half. Sometimes we  
12 sell it so -- I mean, we do the quit claim deed first so we  
13 can renegotiate, have better power to renegotiate and  
14 refinance. So by itself, it -- it -- it does -- it tends to  
15 prove something; but not -- it doesn't completely prove it  
16 because we -- we do it either way in family court. Sometimes  
17 we do it when we get the money. Sometimes we do it earlier so  
18 the person can refinance easier or was able to sell it easier.

19 MR. HOFLAND: But that would have done -- been done back  
20 in 2008, Your Honor.

21 THE COURT: Yeah.

22 MR. HOFLAND: And so, again, actually that's -- that was  
23 a long time ago.

24 MR. MILLS: And what we --

1 MR. HOFLAND: It doesn't make sense --  
2 MR. MILLS: -- requested was --  
3 MR. HOFLAND: -- that someone's going to be holding on to  
4 that (indiscernible) --  
5 MR. MILLS: -- proof that she got --  
6 MR. HOFLAND: -- interest.  
7 MR. MILLS: -- her half of the value of the house.  
8 THE COURT: Yeah.  
9 MR. MILLS: That's what we requested.  
10 THE COURT: (Indiscernible) you got some documents  
11 coming. And -- and do you want to come back Wednesday or not?  
12 MR. HOFLAND: Wednesday's fine.  
13 MR. MILLS: Yeah, I could probably do Wedn -- Wednesday.  
14 I know I've got a trial that day.  
15 THE COURT: Do you want to do it at 1:00?  
16 MR. HOFLAND: I like the 9:30s down here.  
17 THE COURT: 9:30.  
18 THE CLERK: That's a good time for us, Judge.  
19 THE COURT: Okay. 9:30.  
20 MR. MILLS: Okay. Let's stick with that. And if I have  
21 to, Dan can come instead of me.  
22 THE COURT: Okay.  
23 MR. HOFLAND: I -- I'm just gonna check on my calendar if  
24 I could. Could we have -- do you have a 10:00, Your Honor?



1 THE CLERK: (Indiscernible.)

2 THE COURT: Well, you can come in -- you can come in, you  
3 know. We're here all morning. So just show up.

4 THE CLERK: It's scheduled for 9:30, but we can hear you  
5 at 10:00, too.

6 MR. HOFLAND: Okay. I -- I've got a 9:00.

7 THE COURT: We're gonna put you down at 9:30. You show  
8 up at 9:45, we'll do you, 9:45 or 10:00.

9 MR. HOFLAND: Thank you, Your Honor.

10 MR. MILLS: Okay. Thank you, Your Honor.

11 THE COURT: Okay.

12 MR. HOFLAND: I'm gonna give him a copy of the  
13 electronically filed documents.

14 MR. MILLS: Thank you.

15 (THE PROCEEDING ENDED AT 09:57:37.)

16  
17 \* \* \* \* \*

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

20  
21   
22 SHERRY JUSTICE,  
23 Transcriber II  
24

FILED

OCT 13 2015

*Ann L. Williams*  
CLERK OF COURT

COPY

1 TRANS

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4  
5 EIGHTH JUDICIAL DISTRICT COURT  
6 FAMILY DIVISION  
7 CLARK COUNTY, NEVADA  
8

9 CHRISTOPHER B. DAVIDSON )

10 Plaintiff, )

11 vs. )

12 DAWNETTE R. DAVIDSON )

13 Defendant. )  
14

CASE NO. 06D365382

DEPT. S

SEALED

15  
16 BEFORE THE HONORABLE VINCENT OCHOA, DISTRICT COURT JUDGE  
17

18 TRANSCRIPT RE: STATUS CHECK

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20 WEDNESDAY, DECEMBER 17, 2014  
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APPEARANCES:

The Plaintiff:

For the Plaintiff:

CHRISTOPHER B. DAVIDSON  
(Telephonically)  
BRADLEY J. HOFLAND, ESQ.  
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The Defendant:

For the Defendant:

DAWNETTE R. DAVIDSON  
(Not Present)  
BYRON L. MILLS, ESQ.  
703 S. Eighth St.  
Las Vegas, Nevada 89101  
(702) 386-0030

1 LAS VEGAS, NEVADA

WEDNESDAY, DECEMBER 17, 2014

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

3 (THE PROCEEDINGS BEGAN AT 10:52:24.)

4 THE COURT: I was -- this stuff was waved around  
5 last time by this attorney on this side, and you didn't get it  
6 and you were going to get it and review it. So I thought -- I  
7 thought -- I got the impression I was supposed to review it  
8 too. But I called and said I need it, and he said, maybe you  
9 shouldn't look at it because it's not really part of the  
10 record or exhibit or evidence yet, and I agreed. So I have  
11 not looked at it because I needed you to look at it first.

12 MR. HOFLAND: Well I thought that you called their  
13 office and they said it was fine.

14 MR. MILLS: We approved.

15 THE COURT: Yeah, that was like really late  
16 yesterday.

17 MR. MILLS: Oh, okay.

18 THE COURT: So -- and I was on the bench. So, for  
19 the record, give us your name and bar number again.

20 MR. HOFLAND: My client would also like to  
21 participate by phone. Is that okay?

22 THE COURT: Why should he? He didn't say anything  
23 last time. We didn't bring it down -- we were on the record a  
24 half hour. He didn't say a word.

1 MR. HOFLAND: Now it's terrible. Now I've memorized  
2 his phone number. 702-545-8484.  
3 THE MARSHAL: That's an easy number to me.  
4 MR. MILLS: Yeah.  
5 MR. HOFLAND: Oh, come on. Oh, come on.  
6 THE COURT: Where's he at?  
7 MR. HOFLAND: He's in Hawaii.  
8 THE COURT: Oh my God, what a bad guy. I think this  
9 is the case we offered to go out there and he wouldn't accept  
10 our offer.  
11 MR. HOFLAND: That was a great idea, Your Honor.  
12 THE COURT: Most of the evidence is located over  
13 there.  
14 MR. MILLS: That's right. I think we need to open  
15 discovery and have depositions in Hawaii.  
16 THE COURT: You have that right.  
17 Good morning.  
18 MR. DAVIDSON: Good morning.  
19 THE COURT: This is Judge Ochoa in Las Vegas,  
20 Nevada. We're about to proceed with the hearing.  
21 Plaintiff's counsel, could you introduce yourself  
22 again for the record?  
23 MR. HOFLAND: Brad Hofland, 6343, for Christopher  
24 Davidson who's present telephonically.

1 MR. MILLS: And Byron Mills, 6745, here on behalf of  
2 the defendant, Your Honor.

3 THE COURT: Well where do we stand now?

4 MR. MILLS: I guess --

5 MR. HOFLAND: We've kind of talked a little bit, and  
6 I guess the key issue before we even get into anything else is  
7 the statute of limitations issue. And we believe the statute  
8 of limitation issue -- and Counsel and I have discussed this.  
9 Let's hit that issue first because that's done. Then we don't  
10 even talk about anything else.

11 THE COURT: Okay. Well --

12 MR. MILLS:

13 And I don't know. You said you were gonna look at the  
14 law --

15 THE COURT: Well --

16 MR. MILLS: -- and I don't know if you've had a  
17 chance to --

18 THE COURT: First you said you paid.

19 MR. MILLS: -- briefly --

20 THE COURT: So I thought if you paid I didn't need  
21 to get into that. So I didn't get into that because you said  
22 you paid. So now you're saying, well before we get into  
23 whether we paid you need to do that.

24 MR. HOFLAND: Well -- and, Your Honor,

1 (indiscernible) --

2 THE COURT: I don't have an answer. I don't have an  
3 answer. I'll look into now if we're changing the rules of the  
4 game. I'll look at it.

5 MR. HOFLAND: Well that was -- that was his  
6 suggestion before we came in here.

7 THE COURT: Yeah, I think that it may not be a  
8 statute of limitation, but it might be some other lashes or  
9 waiver or estoppel for the delay.

10 MR. HOFLAND: And, Your Honor, we've provided the  
11 documentation which shows under NRS Section 11.190, which  
12 actually -- there are several cases which involve family law  
13 cases which talk about the statute being applied in different  
14 cases. Recently, in the Doan decision -- in fact, in that  
15 case they talked about the statute of limitations. It does  
16 apply in family law cases.

17 THE COURT: Okay. Yeah, that case does seem to  
18 implicitly imply that it does include statute of limitation at  
19 least for reconsiderations or changes --

20 MR. MILLS: Right. That's a wee bit different. The  
21 application's different. It's dealing more with the omitted  
22 assets, not with --

23 THE COURT: Yeah.

24 MR. MILLS: -- enforcement which we have -- and

1 that's the difference is in family law cases. When we're  
2 dealing with enforcement rather than omitted assets, we have a  
3 statute on point that says --

4 THE COURT: Well I --

5 MR. MILLS: -- you can enforce the decree.

6 THE COURT: I applaud -- I apologize to everybody  
7 because I did not prepare that because we've been  
8 concentrating on this big set of documents. And I thought  
9 that you were going to be able to convince him that he paid  
10 early.

11 MR. HOFLAND: Judge, and I think that I have  
12 convinced him, but he doesn't --

13 THE COURT: But it was not the right way to do it.  
14 It created a lot of confusion. If you would have -- if he  
15 would have said, here's your check for your house instead of  
16 throwing everything together -- which I think that's what  
17 happened. He threw everything together with the business and  
18 he says, I paid her more than the business was worth, and that  
19 extra more was for the house that I got appraised, so I paid  
20 her before I refinanced. And then I can see her confusion  
21 because when the house was refinanced, she thought she was  
22 going to get a little bit more.

23 MR. MILLS: And, at this point, yeah --

24 THE COURT: Well I don't know what the actual money



1 exchange was, and --

2 MR. HOFLAND: Judge, I can go through -- over that.

3 But, I mean --

4 THE COURT: You're gonna go over all this?

5 MR. HOFLAND: And I can. I can do that pretty  
6 quickly. I can probably do it within three to five minutes,  
7 Your Honor.

8 THE COURT: Okay.

9 MR. HOFLAND: And it's very simple, and I think that  
10 -- I -- yesterday I spoke to Mr. Mills' associate -- or is it  
11 a partner --

12 MR. MILLS: Partner now. Dan --

13 MR. HOFLAND: A partner.

14 MR. MILLS: Dan Anderson.

15 MR. HOFLAND: And he's at St. Rose today with his  
16 wife. They're having a fifth child. So I went over it with  
17 him on all aspects, and I believe there's a stipulation on  
18 just about every issue in which is leading to one issue, which  
19 they want the Court to make a determination on.

20 So if I could have a few minutes and hopefully I can  
21 enlighten the Court and we'll just go all the way through it.

22 THE COURT: Well what is the stipulation part?

23 MR. HOFLAND: Well they're stipulating as to all the  
24 representations which are being made regarding the appraisals

1 on the value of assets.

2 THE COURT: Are we going to get a stip and order or  
3 something, or this is just a gentleman's agreement?

4 MR. HOFLAND: It's a gentleman's agreement.

5 THE COURT: Okay. Well those don't last too long.

6 MR. MILLS: Yeah, I know.

7 MR. HOFLAND: Well but I think we've placed it on  
8 the record as to the documents -- what the documents state and  
9 everything else. I think that -- that that would be a binding  
10 agreement, Your Honor.

11 THE COURT: Yeah, I would not -- I would like to  
12 have something on the record for my own understanding as to  
13 what you guys have agreed to. If I don't -- if I have to get  
14 into this, I don't get into the wrong part.

15 MR. HOFLAND: And maybe -- I guess if we're playing  
16 it all the way through we're gonna apply the law to everything  
17 rather than just having this (indiscernible) gratification  
18 that we're going through and making sure everything's the way  
19 we show -- you understood to be and this is what it is. Maybe  
20 we should apply the correct way and look at 11.190. If that  
21 applies, then we're not even having this conversation. It's  
22 probably the best way to do it.

23 We've provided a copy of that. It's attached in the  
24 documents, 11.190. 11.190 states that the statute of

1 limitation six year rule applies when there is a judgment or a  
2 decree.

3 THE COURT: Okay.

4 MR. HOFLAND: And --

5 THE COURT: I'll look at it, but what was the part  
6 -- you said that there's only one part that remains.

7 MR. HOFLAND: What there's -- what her argument is  
8 by the end of the day -- Counsel's going to correct me if I'm  
9 wrong with this. But I believe her argument is that there's  
10 nothing to show that -- in the decree that she's supposed to  
11 receive one half of the interest in the marital residence.  
12 And there's a bunch of other line items when it is which --  
13 what she was to receive. She filed a motion before Your Honor  
14 claiming that first -- and I guess -- she first filed a motion  
15 saying there's \$6.5 million dollars which was received from  
16 the sale of the business. Later on through this --

17 THE COURT: Discovery?

18 MR. HOFLAND: Discovery of -- I was gonna say  
19 procedure or game or whatever you want to say -- she's come  
20 down. She's agreed that the amount of money which was  
21 received from the sale of the business was roughly \$4.5  
22 million dollars. The \$4.5 million dollars when it was -- the  
23 business was sold went into -- there's a part which is owned  
24 by SE Nevada. They received roughly \$1.8 million dollars.

1 And there's another company called TCB, which they received --

2 MR. MILLS: I got it right here, Counsel, if you  
3 need --

4 MR. HOFLAND: Thank you.

5 TCB received roughly \$1.2 million dollars. Then  
6 there was also a note which is outside -- which was a non-  
7 compete note by the company that was purchasing all the  
8 memorabilia. They didn't want them to be in business. So CKX  
9 paid a -- paid the parties \$750,000 for a non-compete. That  
10 was paid over time. At the time the decree was entered,  
11 roughly \$290,000 was owed to my client and to Dawnette. Half  
12 of that money which is received from CKX was paid out to this  
13 other company called SE Nevada. So there was -- the parties  
14 only received one half of that amount, and those were those  
15 payments where she's claimed that she hasn't received.

16 She first claimed that she didn't receive those  
17 payments which -- the checks, which we are able to obtain from  
18 the company which did the disbursements. They -- then they  
19 said, well they lived at the same address, she cashed -- he  
20 cashed the checks, whatever. We provided -- went back to the  
21 company which did the disbursement, and they provided us with  
22 all the checks, which shows that she received all that money  
23 over that period of time. She received half that amount, half  
24 of the \$290, \$145,000. So she agrees that that's out of the

1 equation.

2 MR. MILLS: The note has been paid.

3 MR. HOFLAND: So that's been taken care of. Now  
4 it's coming back to the house. And the argument on the house  
5 was at the time the parties were going through the divorce  
6 back in November of '06 -- in November of '06 they had an  
7 appraisal which was done on the residence. The appraisal came  
8 out to a value of \$700,000. Through the course of their  
9 negotiations, she did not -- was not happy with that valuation  
10 of the house. So my client capitulated and agreed that she  
11 would receive an additional \$75,000.

12 THE COURT: \$350 plus \$75?

13 MR. HOFLAND: Well there's -- Your Honor, there's a  
14 lot of other assets in which -- I could give you that  
15 spreadsheet which --

16 THE COURT: Okay, \$75,000 in addition to what?

17 MR. HOFLAND: You know what, to understand what I'm  
18 talking --

19 THE COURT: And I'm sorry to interrupt just --

20 MR. HOFLAND: Oh, no. No, I appreciate that, Your  
21 Honor.

22 THE COURT: So he agreed to pay her \$75,000 more.

23 MR. HOFLAND: Yeah, and you know what -- I mean --  
24 I'm going to give you the --

1 THE COURT: Was she supposed to get half of whatever  
2 they made from the house? Is that it?  
3 MR. MILLS: The order is this, Your Honor. The  
4 decree actually says with regards to the residence on page  
5 nine:  
6 (Reading from document) An appraisal of said  
7 property is to be conducted, and the plaintiff is to pay the  
8 defendant one half of the equity based on said appraisal  
9 (end).  
10 That's the order.  
11 THE COURT: Okay.  
12 MR. HOF LAND: But if you go to -- if you go to  
13 spreadsheet number 322, it's right at the bottom, Your Honor.  
14 THE COURT: Okay.  
15 MR. HOF LAND: And this will walk you through what  
16 I'm --  
17 THE COURT: Is this in this packet here?  
18 MR. HOF LAND: Yes, Your Honor.  
19 THE COURT: 322?  
20 MR. HOF LAND: Yes.  
21 THE COURT: Okay.  
22 MR. HOF LAND: And that's --  
23 THE COURT: Well, you know what, I got 321. And  
24 then there's some -- okay, here it is. I have it now.

1 MR. HOFLAND: Okay. This is the actual document  
2 which they did to divide all their assets, and this is what  
3 was done which the decree was put together on and which they  
4 had their negotiations.

5 MR. MILLS: And I don't agree with that statement,  
6 Co -- now, I wasn't here, Your Honor. I just know what the  
7 decree says and what this says, and they're -- they set --

8 MR. HOFLAND: Well I guess we've --

9 MR. MILLS: We've relied somewhat, but I don't --

10 MR. HOFLAND: Well this is just --

11 MR. MILLS: I'm not gonna agree to that because I  
12 don't -- I wasn't there --

13 MR. HOFLAND: But this is --

14 MR. MILLS: The decree and this don't say the same  
15 thing.

16 MR. HOFLAND: I'm making an offer of proof that --

17 MR. MILLS: Okay.

18 MR. HOFLAND: -- this is what it was, which they  
19 based everything upon. And you can see at the top there  
20 they've changed the figures, the amount of the net value of  
21 the house from \$325,000 to \$400,000.

22 THE COURT: Okay.

23 MR. HOFLAND: And at the same time is that she --  
24 because she wasn't happy that the value of the house was

1 \$700,000. She wanted another \$75,000. My client said fine,  
2 gave her another \$75,000 based upon the appraisal. It came  
3 out also -- pursuant to the agreement is that she wanted more  
4 money on her side, and my client capitulated and said, you  
5 know what, you can have the bus. There was a bus which they  
6 had which is paid off, which was valued -- the American Dream  
7 bus valued at approximately \$110,000. They placed that on her  
8 side of the ledger.

9 Through this entire agreement here's the amount of  
10 money which he received which was \$1.5 million, 200 --  
11 \$1,528,000, in which she received \$1,608,000. She received  
12 the Morgan Stanley account, the TCB proceeds, her jewelry.  
13 The bus was added on her side as well.

14 In March of '07 the residence was refinanced and  
15 placed in my client's name. At that period of time the house,  
16 when it was appraised -- and I believe that the appraised  
17 value at that period of time --

18 Chris, can you help me with that value, what it was  
19 in March of '07 when you refinanced the house?

20 MR. DAVIDSON: It was currently financed with Wells  
21 Fargo. All they did was do an internal refinance. It was  
22 financed out of her and my name into just my name. They used  
23 the earlier appraisal from 2003.

24 MR. HOFLAND: Okay. But it -- and then there was a



1 value which was done which we provided in 2008, which is the  
2 -- when the loan was sold by Wells Fargo to somebody else. It  
3 shows that the value at that period of time of the house was  
4 \$630,000.

5 THE COURT: So it had gone down.

6 MR. HOFLAND: Yes. So -- and at that period of time  
7 -- at no period of time did my client pull money out of the  
8 house. The entire period of time the mortgage on the house in  
9 encumbered by a debt of \$365,000. So, in essence here, the  
10 value of the asset's gone down. She received \$75,000 more  
11 than the asset is valued at. It's her representation to the  
12 Court. And what she's saying is that, gosh, I didn't receive  
13 one half of the equity of the house, but here's the document  
14 which shows that here's all the assets, how they're  
15 distributed, and it clearly shows that she received her  
16 interest in the residence.

17 THE COURT: And just to make clear. Back in '06  
18 when she got her share of the house, what was that amount? I  
19 see --

20 MR. HOFLAND: Well it's in the spreadsheet right  
21 here.

22 THE COURT: Yeah.

23 MR. HOFLAND: She received the spreadsheet.

24 THE COURT: What's the amount? I can't -- you know,

1 it's kind of -- I don't know. Did she get \$400,000 or half of  
2 \$400,000 or --

3 MR. HOFLAND: Well if you go through the spreadsheet  
4 she would have received half of the \$400,000.

5 THE COURT: All right.

6 MR. HOFLAND: So she would have received \$200,000  
7 because it was placed on Chris' side of the ledger. So by  
8 just doing the math the --

9 THE COURT: Half of \$400 she would have got?

10 MR. HOFLAND: She would receive \$200, which was,  
11 again, greater than the appraised value. So she received  
12 approximately \$37,500 too much for the value of the residence.  
13 But my client agreed to that.

14 THE COURT: Okay.

15 MR. MILLS: And, Your Honor, I don't know about this  
16 document. It -- frankly --

17 THE COURT: No, that was just for his sake of making  
18 his argument.

19 MR. MILLS: Right. Right. And the problem with  
20 this is he says this was created beforehand and this is what  
21 they used to settle. But I don't -- I disagree with that.  
22 Just how the decree is written, if they had come up with this  
23 deal and -- so she just got her value by the transfer of this  
24 other money, then -- and then they draft the decree, the

1 decree wouldn't have said that an appraisal of said property  
2 is to be conducted and the plaintiff is to pay one half on the  
3 equity -- based on the appraisal. So that's just not true;  
4 okay?

5 First -- second, this does not reflect all the  
6 assets of the parties. When they sold that property -- I  
7 mean, there was \$2.5 million dollars that came into his  
8 accounts. And out of that \$2.5 she's getting \$1.25 of it. So  
9 what happened to the other \$1.25 million dollars that's not  
10 appearing on this supposed spreadsheet that they used, which  
11 they -- which isn't -- it can't be the case because the decree  
12 does not mirror this. It says, yes she gets this, she gets  
13 this, she gets this, he gets this, this, and this. But it  
14 also says:

15 (Reading from document) An appraisal of said  
16 property is to be conducted and the plaintiff is to pay it  
17 (end).

18 And nowhere in any documents that he is going to  
19 provide you can he show you that that payment on the house has  
20 been made. In fact, Your Honor, based on, again, the order  
21 the decree says, he -- she is to get the cash disbursements of  
22 TCB in addition to one half the residence of the house -- or  
23 the cost of the one half the value of the house. The TCB and  
24 appraise is cash payment. According to the documents he gave

1 me, it was \$1.134915. So \$1,134,915. She didn't get that.

2 They gave her -- he ended up transferring \$450 of it.

3 Now, I don't know why. I don't know why she didn't  
4 get what was in -- on that. She clearly didn't get the -- and  
5 then he told me there's a partner. We have not seen anything  
6 that says there's a partner. The partner was 25 percent,  
7 Counsel told me, which would have reduced that amount, that  
8 \$1.13, to roughly \$850,000 then that would have come. And  
9 then again my client, pursuant to the decree, should have got  
10 the \$850,000.

11 So it's impossible -- it's just -- you can't sit and  
12 argue, well the TCB payment, that \$450,000, that's for the  
13 house. No, it's not. The decree says she was to get the TCB  
14 cash disbursement. In fact, she got half of what she should  
15 have got according to the document he provided, and still  
16 hasn't paid the house. And they can't provide me one shred of  
17 paperwork. We went -- Dan went round and round trying and  
18 saying, just show me anything, anything that shows that this  
19 house payment was made. And they kept saying, well it's the  
20 \$450. Well no it's not, Your Honor, because the payment was  
21 \$1.134. She was supposed to get it all of that cash  
22 disbursement. She got \$450 of it.

23 It's -- they're trying to double dip. They're --  
24 what happens is the house didn't get paid, and now they're

1 trying to say -- looking at all what did get paid and say, oh  
2 see there it is, that's how it got paid, which just isn't  
3 true. It's not the case. They can't show me that that \$450,  
4 that cash disbursements from TCB was really only supposed to  
5 be \$250 and she actually got \$200 for the house. No. If  
6 anything, she was underpaid on TCB and is still owed on the  
7 house, because all these documents they provide -- really it  
8 comes down to what does the decree say. The decree says she  
9 gets the Morgan Stanley account, which she got, the cash  
10 disbursement from TCB which -- what I see she got a third of  
11 it -- or not a third. If there's a partner, then just over  
12 half. If there's not a partner, then she got about a little  
13 over a third of what she should have got.

14 And so, Your Honor, no, the house has not been paid.  
15 We know that the note has been paid.

16 THE COURT: So you're -- you want -- what part of  
17 the house was she supposed to get?

18 MR. MILLS: The difference between the appraisal,  
19 which was \$700,000 and the note at that time, which was \$362 I  
20 think.

21 MR. HOFLAND: \$365.

22 MR. MILLS: \$365. So she should have gotten --  
23 \$335, \$160 -- \$167.50 if -- I'm doing math right in my head  
24 somewhere in there.

1 THE COURT: Well is she supposed to get half or --

2 MR. MILLS: She was supposed to get -- yeah, that's  
3 -- the order says --

4 THE COURT: Well you said --

5 MR. MILLS: -- that she is to get one half of the --

6 THE COURT: It was appraised at \$700,000, and the  
7 mortgage was \$365,000.

8 MR. MILLS: Yeah.

9 MR. HOFLAND: It's probably \$380 at that period of  
10 time. But it's 3 -- well --

11 MR. MILLS: I don't know, Counsel. I'm just going  
12 off your representation of what the mortgage was.

13 THE COURT: We're talking \$167,000 about?

14 MR. MILLS: Yes. That is the amount of the house  
15 that's unpaid. And I have no knowledge of this agreement. If  
16 they want to pay her \$75,000 more, I'll -- my client will take  
17 it. But that's not in the decree, and so I --

18 THE COURT: Okay. Well I just want to make sure  
19 that we're down to the house, because you keep mentioning TCB.

20 MR. MILLS: And we could. And if we're going -- if  
21 this is going further, Your Honor, if we -- then, yes, I'm  
22 gonna end up looking into TCB and finding out where did the  
23 other \$800,000 -- or \$780,000 go that was supposed to, by the  
24 decree, go to her. You can see our confusion and problems in

1 initiation in this case is this document says one thing. The  
2 decree says another.

3 THE COURT: Well I know. I -- you know, and --  
4 yeah, that falls on the plaintiff for paying everything  
5 together when he should have been paying it separately and  
6 then not marking, and now we're kind of trying to put it back  
7 together. Which brings me to the statute of limitation  
8 problem.

9 MR. MILLS: Right. And that's what we said. We --  
10 really that's -- we need a ruling on that before we do much  
11 more.

12 THE COURT: So you're saying the Supreme Court said  
13 if there's an omitted asset, the statute of limitation  
14 applies.

15 MR. HOFLAND: No.

16 THE COURT: If the omitted asset was talked about I  
17 think they said.

18 MR. HOFLAND: Right. Under the --

19 THE COURT: Or if it was aware -- if both parties  
20 were aware and they discussed it --

21 MR. HOFLAND: Yeah.

22 MR. MILLS: And that's the Doan case.

23 MR. HOFLAND: I'll give you the --

24 THE COURT: So if an omitted asset is -- there's a

1 statute of limitation for an omitted asset. Shouldn't be a  
2 statute of limitation for a party that actually got an order  
3 and didn't enforce it?

4 MR. MILLS: Well other than --

5 MR. HOFLAND: Maybe I'll -- I'll clarify the Doan  
6 decision.

7 MR. MILLS: Other than we have a statute that --  
8 right on point. Again, and it's the specific versus vague  
9 statute.

10 THE COURT: And what's your statute?

11 MR. MILLS: Our statute is 125 -- one second, let me  
12 get it there.

13 MR. HOFLAND: 125.240.

14 MR. MILLS: Yes.

15 THE COURT: And yours is NRS 11.190?

16 MR. HOFLAND: Right. And the annotation is there's  
17 a plethora of cases which talk about the statute of  
18 limitations.

19 THE COURT: So do you want to argue that now, the  
20 statute of limitation?

21 MR. HOFLAND: Well, I mean, we were -- we're mixing  
22 probably three or four different things together. And I'll  
23 clarify a couple things.

24 THE COURT: Okay.



1 MR. HOFLAND: The TCB payments which are received  
2 one half -- again, one half went to the parties and one half  
3 went to this SE Nevada.

4 THE COURT: Okay.

5 MR. HOFLAND: At the time of the divorce there was  
6 the -- payments which were left over were \$290,000. His  
7 client received half. My client received half. She received  
8 all of those payments. He's trying to make some other  
9 argument that there's other money which is due through TCB  
10 separate and apart from that. The only money which came out  
11 is the \$450 grand which went into the Morgan Stanley account,  
12 and that occurred some six to eight months before the parties  
13 even talked about divorce.

14 They had plenty of other debt. They owned the Elvis  
15 museum over here. They owed -- the period of time they  
16 entered into the agreement they owed roughly \$200,000 to the  
17 landlord for unpaid rent. They owed other money which they  
18 had entered into deals in which to buy Elvis memorabilia, and  
19 those debts were paid off. They used the money to pay off the  
20 motor home. They used the money to pay off the Ferrari. They  
21 used the money to pay off the '55 Chevy. They used the money  
22 to pay off the Cadillac Escalade. They used the money to pay  
23 off credit cards.

24 You see in this divorce decree, Your Honor, there's

1 no debts on the parties. So it's clearly that they've --  
2 something had (indiscernible) which they paid off everything.  
3 They paid off everything back at the time that they were  
4 divorced. They did a nice, clean separation with divorce.  
5 They actually did the cleanest divorce. You would see it in  
6 the sense that she received everything. She was liquid in  
7 everything at that period of time. She received a liquid  
8 asset. Came to an agreement that policed everything, put  
9 values on everything. She received one half. He received one  
10 half.

11 THE COURT: Okay.

12 MR. HOFLAND: She received one half of the interest  
13 in the house. It shows by the document at 322. It shows that  
14 she received -- if you add everything together she received an  
15 equalization for one half interest in the house. She received  
16 the Morgan Stanley account which had roughly \$1.2 million  
17 dollars in it, and that document's been provided.

18 So she's received everything. She's coming back  
19 again. She's asking for the second bite at the apple, going  
20 back and doing it. My client's in the position. His ex-wife  
21 will provide the -- go through the -- everything and didn't  
22 want to be here. We're here again on the same thing, which  
23 before she said, no, Judge, it was \$6.4 million dollars. That  
24 was her first argument to Your Honor is it was \$6.4 million

1 dollars that wasn't distributed. And she never received over  
2 the TCB payments.

3 Now she's -- now you -- you got me now. You got the  
4 proof. I can't dispute that. That's my signature on those  
5 checks. I can't dispute that. You got me. The documents --  
6 the public documents by CKX, which show that it was really  
7 \$4.5 million dollars. You know what, you got me, okay, that's  
8 what it is. I'm taking away those arguments now. I'm just  
9 saying, you know what, I didn't get my interest in the house.  
10 Well it's simply not true. She received all the assets.

11 But we're talking about the statute of limitations.  
12 The statute of limitations, quite clearly, says -- 11.190  
13 clearly states that a decree or judgment within six years in  
14 which to bring an action must be done within six years.  
15 There's several cases which talk about it. It's been decided  
16 several different times, not only in this jurisdiction but  
17 throughout the United States on this issue. The Doan case  
18 talks about an omitted asset. We're not talking about omitted  
19 asset here. We're talking about something that's in the  
20 decree that (indiscernible).

21 In the Doan decision it says you can get away from  
22 the statute of limitations issues if you can show  
23 extraordinary circumstances. So now you're entitled to  
24 equitable relief. Equitable relief means that you're entitled

1 to something which is something that's not provided for by law.  
2 that the Court should consider this under extraordinary  
3 circumstances. Extraordinary circumstances are given, and it  
4 says, with an asset that wasn't discussed in the decree, an  
5 asset wasn't disclosed and the person was not given an  
6 opportunity in which to litigate over that issue. That's not  
7 the facts in this case. There's no reason in which to be able  
8 to go ahead and go against what the law is and give another  
9 opportunity in which to discuss an issue which is precluded by  
10 -- as a matter of law, which is 11.190.

11 Even if that occurs my client's still of the  
12 position that she received the money, the documents clearly  
13 show that she received the money. She hasn't shown anything  
14 to this Court to show that she hasn't received the money. She  
15 -- I believe that through the correspondence you can see  
16 there's -- she said, gosh, I didn't receive the Morgan Stanley  
17 account. Provide us with the statements. We provided them.  
18 We filed the statements up to a period of time. My client  
19 never had access to the Morgan Stanley account because it was  
20 transferred over to her name, in which period of time the  
21 amount in that account was \$1.3 million bucks.

22 Her position through this entire litigation that  
23 it's my client's burden in which to show something is  
24 ridiculous.

1 THE COURT: One question. When does the statute of  
2 limitations start?

3 MR. MILLS: Good question, Your Honor.

4 MR. HOFLAND: At the time they enter the decree  
5 because it says that there's an obligation to do so.

6 THE COURT: And they did it in '08.

7 MR. HOFLAND: No, it happened in '07.

8 THE COURT: Well the divorce was in '06, but I  
9 thought you said the appraisal was in '08.

10 MR. HOFLAND: It was done in March of '08.

11 THE COURT: Okay.

12 MR. HOFLAND: She signed a quit claim in March of  
13 '08. So it's still -- it's six years from that period of  
14 time. I mean, if you want to total the longest period of time  
15 for any -- the longest period of argument, it's at the period  
16 of time in which she executed a quit claim deed which was in  
17 March of '08 -- or excuse me, March of '07.

18 THE COURT: Okay.

19 MR. DAVIDSON: '07.

20 THE COURT: He said '07.

21 MR. HOFLAND: No, that's what I said, March of '07  
22 was when it was done.

23 THE COURT: Okay.

24 MR. HOFLAND: It was executed -- the quit claim deed

1 was done in March of '07. The bank did it the second time in  
2 March of '08.

3 THE COURT: Okay.

4 MR. HOFLAND: But the quit claim deed was executed  
5 in March of '07.

6 THE COURT: Thank you.

7 MR. MILLS: Thank you, Your Honor.

8 First of all, as the Court's aware, anytime there's  
9 a problem with the decree it's construed against the drafter,  
10 which the plaintiffs were the drafters in this case. The  
11 decree's real clear on what his obligations are.  
12 Unfortunately, it wasn't drafted with specific dollar amounts  
13 and that kind of stuff, but it's real clear that he was  
14 supposed to pay one half of the value of the house. The  
15 problem is -- there's a few problems with it as far as statute  
16 of limitations.

17 First, let's talk about just statute of limitations  
18 generally. 11.190, like I said, is a generic. It applies to  
19 all civil judgments and decrees; okay? Then you have NRS  
20 125.240 that says:

21 (Reading from document) The final judgment in any  
22 order made before or after the judgment may be enforced by the  
23 Court by such order as it deems necessary (end).

24 It doesn't say only child support or only spousal

1 support or anything else. It says this Court has authority to  
2 enforce its orders. Now that's a very specific order because  
3 it deals with these family court orders in a divorce  
4 situation. If you applied in the Governor vs. Nevada State  
5 Legislature, they can make it real clear when you have two  
6 competing statutes that their task is to ascertain the intent  
7 of those to enact the provisions, blah, blah, blah. But it  
8 gets down to -- it says:

9 (Reading from document) Specific provisions take  
10 precedence over general provisions (end).

11 And so when you have a specific statute dealing with  
12 a body of law like we have in family court versus the generic  
13 that deals with all civil, that specific statute wins  
14 according to our Supreme Court. So this Court does have the  
15 authority to continue to enforce its orders. There is no  
16 statute of limitations.

17 It'd be similar to -- again, if we took Counsel's  
18 argument to the position, he'd like it as just it's six years  
19 and it must be renewed or it's void is, how many times do we  
20 have situations where the wife or husband or whatever gets to  
21 stay in the house until the kids turn 18. We do this all the  
22 time. And then it's supposed to be sold or something along  
23 that lines.

24 Well, if the kids are eight years old, that's ten

1 more years. Well, are we really going to say that this decree  
2 of divorce is not valid and isn't gonna be enforceable when  
3 that child turns 18 years old? No, because it specifically  
4 says this Court can enforce its orders; okay. And so the  
5 Courts do those kind of orders a lot, and we don't set  
6 specific -- we don't renew our decree of divorces. We just  
7 don't.

8           Here's the other thing as well. The Court brought  
9 up a good point is when did it start. Even if the Court  
10 decided, you know what, the six year statute of limitation  
11 does apply, it's got to find, okay, when does it start. Well  
12 you're again supposed to look at the decree or order and say,  
13 what date was it due by. Unfortunately, again, this was  
14 construed against the drafter. It doesn't provide a date. It  
15 does not provide a time by which the payment is supposed to be  
16 made.

17           So, therefore --

18           THE COURT: Well what is the language of the actual  
19 payment? What is the language?

20           MR. MILLS: The actual language says -- and all it  
21 says -- again, it's very -- it just says -- I'll read the  
22 whole paragraph.

23           (Reading from document) Defendant is ordered to  
24 execute a quit claim deed, thereby releasing all her right,



1 title and interests in and to said real property plaintiff,  
2 which she did right away. An appraisal of said property is to  
3 be conducted, because it hadn't been yet at that point, and  
4 the plaintiff is to pay defendant one half the equity based on  
5 said appraisal (end).

6 THE COURT: So I could look at the time she executed  
7 the quit claim deed or --

8 MR. MILLS: Although it doesn't say that.

9 THE COURT: Or the appraisal.

10 MR. MILLS: Although it doesn't say he has to pay on  
11 that day. It just says he has to pay based on that appraisal.

12 THE COURT: Wait. Where --

13 MR. MILLS: And that's the problem with the  
14 vagueness is there's no specific date.

15 THE COURT: If I have to pick a day, I guess those  
16 -- those were the only two days I can pick -- well the third  
17 day will be the decree of divorce, which I don't think --

18 MR. MILLS: It was --

19 THE COURT: -- is correct.

20 MR. MILLS: Well it was before even the appraisal.  
21 We hadn't even established --

22 THE COURT: Yeah. So --

23 MR. MILLS: -- the value then. But --

24 THE COURT: Nothing could start till she did the

1 quit claim deed.

2 MR. MILLS: True. Or --

3 THE COURT: That seem --

4 MR. MILLS: Or the appraisal, frankly.

5 THE COURT: And -- well I think the quit claim deed  
6 would have to come first according -- at least how you read  
7 it.

8 MR. MILLS: No, I think she signed the quit claim  
9 deed like in '06.

10 THE COURT: And he did --

11 MR. MILLS: I'm not sure.

12 THE COURT: And when --

13 MR. MILLS: I can't remember. I don't think the  
14 appraisal --

15 THE COURT: And when did he do the appraisal?

16 MR. HOFLAND: It was --

17 MR. MILLS: There was three.

18 MR. HOFLAND: They did the appraisal in November of  
19 '06 at the time that they put together the decree.

20 THE COURT: Okay.

21 MR. HOFLAND: She was paid that money. After that  
22 occurred he refinanced the house to get her name off of it in  
23 March of '07. In order to do that process, she executed the  
24 quit claim deed. She had already received the money. I mean,

1 and that's -- she's asking to reopen and redo everything else  
2 saying that there's some money which is omitted that she  
3 didn't receive, which it's well beyond that period of time  
4 that she received the money. That's when it gets hairy which  
5 we're -- gosh, we're looking eight years ago and it's to look  
6 at these issues.

7 MR. MILLS: And, again, he keeps coming back to --  
8 may I approach, Your Honor?

9 THE COURT: Sure.

10 MR. MILLS: This is one of his documents. I'm just  
11 gonna make it easy for you because it's right there. This --  
12 Counsel, is the one that has --

13 MR. HOFLAND: It's 122, I think.

14 MR. MILLS: Okay. Do you want a copy as well? I've  
15 got -- I brought --

16 MR. HOFLAND: Is it 122?

17 MR. MILLS: Mine doesn't have that on this sheet  
18 that I pulled out.

19 MR. HOFLAND: Well hold on. Let me just --

20 MR. MILLS: I grabbed it from your earlier one, but  
21 I had an extra copy if you (indiscernible).

22 MR. HOFLAND: No, it just --

23 THE COURT: It's not 122. 122 it looks like a  
24 check.

1 MR. HOFLAND: Yeah, let me --  
2 MR. MILLS: Yeah, 122 is that list.  
3 MR. HOFLAND: Let me just find out which --  
4 MR. MILLS: Here, let me just give that to you.  
5 MR. HOFLAND: One --  
6 THE COURT: The Elvis O'Rama distribution proceeds.  
7 MR. MILLS: Yeah.  
8 MR. HOFLAND: What was the date of the disclosure,  
9 Byron?  
10 MR. MILLS: Oh, shoot. I've pulled it apart,  
11 Counsel. So -- this was the -- this is the first one. Yeah,  
12 I think it's the first disclosure had this in it.  
13 MR. HOFLAND: Okay. Let me just find it.  
14 MR. MILLS: The one that was just --  
15 MR. HOFLAND: Before the --  
16 MR. MILLS: November 30th or whatever. It's the  
17 first one.  
18 MR. HOFLAND: No, the first one is October 28th.  
19 MR. MILLS: It may have been the 31st. I'm not  
20 sure.  
21 MR. DAVIDSON: Brad?  
22 MR. HOFLAND: Yes.  
23 MR. DAVIDSON: Can I speak to you just for a second?  
24 MR. HOFLAND: I'm gonna have to call you on a

1 different number to talk to you independently because you're  
2 over the speaker in the --

3 MR. DAVIDSON: Well I don't mind speaking. I just  
4 -- my -- as this has come up is she thought she was an owner.  
5 Why is there no correspondence from her at all in the last  
6 eight years requesting that the house be sold, that she get  
7 her equity, and in addition to that there's no burden of  
8 responsibility on her part. She never made a single payment  
9 on the mortgage, the taxes, the HOA. I spent \$75 grand  
10 roughly on remodeling the house. She wasn't responsible for  
11 any of that. She's never been involved in any of that. She  
12 never acted as an owner after she signed over the quit claim.

13 MR. HOFLAND: Those are all very good points.

14 MR. MILLS: It's true. And we -- she wasn't owner.  
15 She just was supposed to get paid for signing over her  
16 ownership.

17 MR. HOFLAND: And I'm looking at the documents.  
18 Document number --

19 MR. MILLS: Oh, you got it now?

20 MR. HOFLAND: It's 152, Your Honor.

21 THE COURT: Okay.

22 MR. HOFLAND: It's in your stack.

23 MR. MILLS: So what you've got here, Your Honor, is  
24 the cash disbursements we're talking about on page nine of the

1 decree. And -- our part of it. This is when they sold the  
2 business, and this is how things were divided up. C. Davidson  
3 is the plaintiff. TC Enterprises is the plaintiff. Counsel  
4 says there's a partnership. I have not been able to see that  
5 there was a partner or not. I don't have any of that type of  
6 documentation. SE Nevada is the partner. So -- and if you  
7 look at that, again, and then -- oh, and then you have that  
8 note. And that's the note that we're -- that you see the  
9 little note on C. Davidson, that's the CKX note, and that's  
10 what that one reflects. So that one's been paid. We've  
11 established that, so we're ignoring that one at this point.

12 So, again, C. Davidson he received \$1. -- at the  
13 bottom. I think I may -- \$1.450 -- \$1,450,000 for that  
14 portion. The TCB Enterprises received \$1,134,000 for a grand  
15 total of \$200 and -- or I mean, \$2,585,000. So -- and  
16 according to the decree, again, she was to get, according to  
17 this, the cash disbursement from TCB. Well the cash  
18 disbursement from TCB looks like \$1,134 -- she didn't get.

19 So when they're gonna sit here and say, oh she got  
20 so much money, let's make it real clear. There was \$2.5  
21 million received. She got \$1.2 which is about half of that.

22 THE COURT: Uh-huh (affirmative).

23 MR. MILLS: Okay. In their little graph they show  
24 -- it doesn't reflect his share. They both got an enormous

1 amount of money. I don't know where the rest of TCB went.

2 According to the decree she was supposed to get the money.

3 MR. DAVIDSON: Creditors.

4 MR. MILLS: We don't -- yeah, but that's not in the  
5 decree. The decree -- the decree is our -- is the law.

6 MR. DAVIDSON: Creditor.

7 MR. MILLS: The decree is what we're following here.  
8 The decree says she gets the CKX note. She gets the cash  
9 disbursements from TCB. She gets the Morgan Stanley account;  
10 okay? So don't be swayed by him saying she got so much money.  
11 Frankly, she was supposed to get a lot more. What they can't  
12 show -- and they say I haven't showed. Yeah, there's no doubt  
13 I have not shown that he's paid. There is zero evidence  
14 anywhere. In all that big stack, he cannot point to you to  
15 one single piece of paper that says she was paid her interest.  
16 Not one.

17 THE COURT: Okay.

18 MR. MILLS: And so -- so, and again, remember when  
19 you're looking at this decree it's got to be construed against  
20 the drafters. And, again, it all comes down to, first of all,  
21 is the statute of limitation.

22 THE COURT: If I give you -- I'll give you an order  
23 that he owes her money. What amount would that be?

24 MR. MILLS: On the house?

1 THE COURT: Is that the \$167? Yeah.

2 MR. MILLS: The -- again, I don't have -- I don't  
3 have any -- I didn't see any documents in there that said what  
4 the mortgage was at that time. Last time we were in here  
5 Counsel had said that the \$360 number --

6 THE COURT: So it's about \$167.

7 MR. MILLS: It's about \$167 that he owes her.

8 Correct.

9 THE COURT: Okay.

10 So we're done for the day?

11 MR. HOFLAND: No.

12 THE COURT: You got more?

13 MR. HOFLAND: Yes, I mean, he keeps on saying that  
14 she didn't receive the money, she didn't receive the money,  
15 there's no documents.

16 THE COURT: He said that from day one.

17 MR. MILLS: Right.

18 MR. HOFLAND: He keeps on saying that. Now he's  
19 finally agreed that he's received the money from the TCB  
20 accounts. Now we've provided the document --

21 THE COURT: Well, number one, I have to look at the  
22 statute of limitation. At least all three of us agree on  
23 that.

24 MR. MILLS: Yes, Your Honor.



1 THE COURT: And that'll resolve everything. Or in a  
2 second I would have to go look and you guys are going to have  
3 to give me a little bit more detail as to what the amount  
4 actually is that she's entitled to. We got it down to a  
5 ballpark figure of \$167, if I rule in her favor.

6 MR. HOFLAND: And, Judge, on document -- Bates stamp  
7 number 130 shows the Morgan Stanley account which she was  
8 awarded. The Morgan Stanley account she received \$1.2 million  
9 dollars roughly. It was \$1,282,174.

10 THE COURT: And your point?

11 MR. HOFLAND: That is what she received for the  
12 division of all their assets.

13 THE COURT: Okay.

14 MR. HOFLAND: The document which she's referring to  
15 on the chart from before, that's from the sale of the  
16 business. That was done six to eight months before the  
17 parties filed for divorce. From there they paid off their  
18 expenses. He's trying to confuse the issue, which now is  
19 confusing again, in which -- I don't know if you want to go  
20 back and clarify it again, but it's very simple. At the time  
21 they sold the business they had --

22 THE COURT: Well all confusions play into your favor  
23 because all confusions were caused by a time delay that she  
24 created. I mean, the point someone said -- I don't know who

1 said it. You know, there's not been one demand letter in  
2 eight years. First thing we get is -- we get this complaint.

3 So --

4 MR. MILLS: And basically, again, it's her --

5 THE COURT: We can go over it again.

6 MR. MILLS: -- confusion thinking --

7 THE COURT: But it's --

8 MR. MILLS: The house never sold. But --

9 THE COURT: It's the same issue, the same thing.  
10 They claim you can't give them a letter with a copy of a  
11 check, here's your proceeds from the house. You're saying we  
12 paid her more than she should have got. We paid her earlier  
13 than she should have got it, and here is the proof, and then  
14 the statute of limitation.

15 MR. HOFLAND: And the proof is also we have listed  
16 the spreadsheet which they did which shows the division of the  
17 assets, what she received and what he received, and it's also  
18 shown by the document which shows the Morgan Stanley account  
19 which has the money in it.

20 THE COURT: Okay.

21 MR. MILLS: Of course, this is -- flies in the face  
22 of the decree though is the problem. So --

23 MR. HOFLAND: That's completely inconsistent with  
24 the decree. It's --

1 MR. MILLS: No. No. No. And I'll make that clear  
2 again. This says that his interest in the house -- her  
3 interest in the house was established within the division of  
4 the property on this page that he had given you. The decree  
5 does not say that. The decree says he gets the cash. She  
6 gets Morgan Stanley account. She gets the cash disbursement  
7 from TCB. She gets the CK -- and lines what she gets, and she  
8 gets one half of the value of the house.

9 MR. HOFLAND: So I get it, Judge.

10 MR. MILLS: It's above and beyond this document.

11 MR. HOFLAND: Okay. I understand their argument  
12 now. Maybe I was a little slow getting it. She gets paid at  
13 the time of the entering of the divorce decree, then she gets  
14 paid twice. Then she also gets the other \$75,000 as well and  
15 she gets the RV. That's what our argument is.

16 MR. MILLS: No, it's not --

17 MR. HOFLAND: Her argument is that they came to an  
18 agreement. She gets that amount which was increased by  
19 \$75,000 above the appraised value. She gets the RV. So she  
20 gets another, gosh, \$185,000. Then some eight years later she  
21 gets to make the same argument again, and she wants another  
22 \$167,000.

23 MR. MILLS: Again, Your Honor, all you have to do is  
24 look at the decree on page nine. It lays out what she's

1 supposed to get.  
2 THE COURT: Okay.  
3 MR. MILLS: So --  
4 THE COURT: I'll get this out. It'll probably be  
5 three weeks because of the holidays.  
6 MR. MILLS: All right. Thank you, Your Honor.  
7 THE COURT: Thank you.

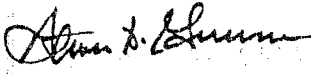
8  
9 (PROCEEDINGS CONCLUDED AT 11:36:03.)  
10

11 \* \* \* \* \*

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

15 /s/ Kimberly McCright  
16 Kimberly McCright, CET  
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DISTRICT COURT  
CLARK COUNTY, NEVADA

  
CLERK OF THE COURT

Christopher Davidson, )  
Plaintiff )  
CASE NO. 06D365382  
Vs )  
DEPARTMENT S  
Dawnette Davidson, )  
Defendant )


NOTICE OF ISSUANCE OF DECISION

TO: Bradley J. Hofland, Esq.  
Daniel W. Anderson, Esq.

The Court hereby enters its Decision and Order in the above-entitled matter on  
the Judicial Notes attached hereto.

Dated: this 20<sup>th</sup> day of February, 2015

Honorable VINCENT OCHOA

By:   
Linda Titsworth, Judicial Executive Assistant  
Family Court, Department S

CERTIFICATE OF MAILING

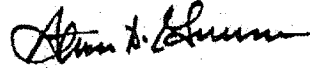
A true and correct file stamped copy of the above and foregoing Decision and order was placed in the appropriate attorney folder in the Regional Justice Center:

Bradley J. Hofland, Esq.

Daniel W. Anderson, Esq.

*Linda Titsworth*

Linda Titsworth, Judicial Executive Assistant to the  
Honorable Vincent Ochoa, Department S



CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

CHRISTOPHER B. DAVIDSON,

Plaintiff,

CASE NO.: 06D365382

DEPT NO.: S

vs.

DAWNETTE R. DAVIDSON,

Defendant.

DECISION AND ORDER

The Court, having read and reviewed the pleadings on file, reviewed minutes of previous hearings, having heard and considered testimony of the Parties and Witnesses and good cause appearing, makes the following findings of facts, conclusions of law, decision and order.

I. STATEMENT OF CASE

This is an alleged nonpayment dispute, which Defendant DAWNETTE RACHEAL DAVIDSON (hereinafter "Dawnette") claims Plaintiff, CHRISTOPHER BRIAN DAVIDSON; (hereinafter "Christopher") did not provide her one half of the equity of their marital real property as ordered in the Decree of Divorce.

II. ANALYSIS AND CONCLUSIONS OF LAW

Dawnette and Christopher were divorced by Summary Decree of Divorce dated November 13, 2006. The Decree of Divorce contained the following relevant provisions relate to property distribution:

1 IT IS FURTHER ORDERED ADJUDGED AND DECREED that the parties:  
2 own certain real property located at 4683 Clay Peak Drive, Las Vegas, Nevada,  
3 ....Defendant is ordered to execute, a quitclaim deed thereby releasing all her  
4 right, title and interest in and to said real property to Plaintiff. An appraisal of  
said property is to be conducted and the Plaintiff to pay one half (1/2) the equity  
based on said appraisal.

5 See Decree of Divorce, page 9, 11. 4-5, 24-26.

6 Pursuant to the Decree, Christopher was awarded the residence located at 4683 Clay  
7 Peak Drive, Las Vegas, Nevada (the "Residence"). Dawnette was granted her marital share of  
8 the appraised value of the real property. Dawnette executed a quit claim to said property and  
9 Christopher refinanced the residence in his sole name a few months after the Decree was  
10 entered, in March of 2007. On September 11, 2014, Dawnette filed a motion seeking payment  
11 of her marital share: 50% of the 2006 appraised value of the residence located at 4683 Clay  
12 Peak Drive, Las Vegas Nevada.  
13

14 "An action upon a judgment or decree of any court of the United States, or of any state  
15 or territory within the United States, or the renewal thereof" may only be commenced if brought  
16 within 6 years. NRS §11.190(1)(a). See also NRS 11.220. Action for relief not otherwise  
17 provided for (Nev. Rev. Stat. Ann. § 11.220 (West)). As more than seven years has elapsed  
18 since the obligation was created and more than seven years after she quit claimed the property  
19 to Christopher, Dawnette's request for non-payment of an alleged debt is barred by the statute  
20 of limitations. Dawnette had knowledge of the relevant facts and there is no claim of deception  
21 or false assurances by Christopher.  
22

23 NRS 11.190 limits the filing of "an action upon a judgment, or decree" to six years. "A  
24 court can dismiss a complaint for failure to state a claim upon which relief can be granted if the  
25 action is barred by the statute of limitations." NRCP 12(b)(5); *Shupe & Yost, Inc. v. Fallon*  
26 *Nat'l Bank*, 109 Nev. 99, 100, 847 P.2d 720, 720 (1993). *Bemis v. Estate of Bemis*, 114 Nev.  
27  
28



1 1021, 1024, 967 P.2d 437, 439-40 (1998). A plaintiff must use due diligence in determining the  
2 existence of a cause of action., *Sierra Pacific Power Co. v. Nye*, 80 Nev. 88, 389 P.2d 387  
3 (1964). A primary purpose for a statute of limitations is to afford parties needed protection  
4 against the evidentiary problems associated with defending stale claims. *Nevada State Bank v.*  
5 *Jamison Family P'ship*, 106 Nev. 792, 798, 801 P.2d 1377, 1381 (1990).  
6

7 While statutes of limitations are intended to protect a litigant against the  
8 evidentiary problems associated with defending a stale claim, these statutes are  
9 also enacted to "promote repose by giving security and stability to human  
10 affairs.... They stimulate to activity and punish negligence.

11 *Id.* at 798; quoting *Wood v. Carpenter*, 101 U.S. 135, 139, 25 L.Ed. 807 (1879).

12 "The policy supporting the finality of judgments recognizes that, 'in most instances  
13 society is best served by putting an end to litigation after a case has been tried and judgment  
14 entered.'" NC-DSH, 125 Nev. at 653, 218 P.3d at 858 (quoting *Hazel-Atlas Co. v. Hartford-*  
15 *Empire Co.*, 322 U.S. 238, 244, 64 S.Ct. 997, 88 L.Ed. 1250 (1944)). *Bonnell v. Lawrence*,  
16 128 Nev. Adv. Op. 37, 282 P.3d 712, 716 (2012)

17 Dawnette was granted her marital interest to the property by the decree of divorce in  
18 2006, the property was appraised in 2006, furthermore Dawnette provided a quit claim deed to  
19 Christopher in early 2007. Thereafter Christopher refinanced the home in his name in March of  
20 2007 and made payments on the mortgage. Dawnette knew these facts gave rise to her claim  
21 for payment, but did not take action until September of 2014. *Shupe v. Ham*, 98 Nev. 61, 65,  
22 639 P.2d 540, 543 (1982). Defendant had legal remedies available that she neglected.

23 NRS 125.090 requires that family law cases "conform to the Nevada Rules of Civil  
24 Procedure as nearly as conveniently possible." *Doan v. Wilkerson*, 130 Nev. Adv. Op. 48, 327  
25 P.3d 498, 501 (2014). In *Kramer v. Kramer*, the Nevada Supreme Court held that,  
26  
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1 NRCP 60(b)'s time limitation applied to a motion to modify the property  
2 distribution in a divorce decree, where that decree did not reserve continuing  
3 jurisdiction. We reasoned that '[i]f the legislature had intended to vest the courts  
4 with continuing jurisdiction over property rights; it would have done so expressly,  
5 as it did in NRS 125.140(2) concerning child custody and support.'

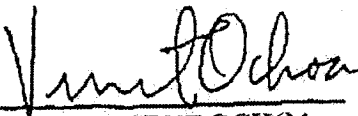
6 **Kramer v. Kramer**, 96 Nev. 759, 762, 616 P.2d 395, 397 (1980).

7 The policy in favor of finality and certainty underlying NRCP 60(b) applies  
8 equally, and some might say especially, to a divorce proceeding. Therefore, in  
9 accordance with NRS 125.090 and **Kramer**, we hold that NRCP 60(b)'s time  
10 limitation applies to a motion for relief from or modification of a divorce decree.

11 **Doan v. Wilkerson**, 130 Nev. Adv. Op. 48, 327 P.3d 498, 501 (2014).

12 Dawnette's request for an alleged non-payment of a debt is barred by the statute of  
13 limitations. Defendant's Motion to Enforce Decree of Divorce (filed Sept. 11, 2014.) is denied.

14 IT IS SO ORDERED this 20<sup>th</sup> day of February, 2015.

15   
16 Honorable VINCENT OCHOA  
17 District Court Judge, Department S  
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**CERTIFICATE OF SERVICE**

I hereby certify that I am an employ of the Eighth Judicial District Court, Family  
Division, Department S. I certify that service of the above and foregoing DECISION and  
ORDER was made by placing a copy in the appropriate attorney folder at the Regional Justice

Center:

Bradley J. Hofland, Esq.  
Daniel W. Anderson, Esq.

Linda Tittsworth  
Linda Tittsworth  
Judicial Executive Assistant

  
CLERK OF THE COURT

NOA  
DANIEL W. ANDERSON, ESQ.  
State Bar #9955  
MILLS & MILLS LAW GROUP  
703 S. 8th Street  
Las Vegas, Nevada 89101  
(702) 386-0030  
Attorney for Defendant  
[attorneys@milsnv.com](mailto:attorneys@milsnv.com)

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

CHRISTOPHER DAVIDSON,

Plaintiff,

vs.

DAWNETTE DAVIDSON,

Defendant.

CASE NO.: D-06-365382  
DEPT. NO.: S

**NOTICE OF APPEAL**

**NOTICE IS HEREBY GIVEN** that DAWNETTE DAVIDSON, the above-named Defendant, hereby appeals to the Supreme Court of the State of Nevada, the judgment entered by the Honorable VINCENT OCHOA, District Judge, Eighth Judicial District Court, Clark County, Nevada, in Case No. 06-365382, on February 20, 2015 and the Notice of Entry of Decision being

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served on February 20, 2015, in the above entitled case. This appeal is taken on all matters of law and fact in this case.

DATED this 19 day of March, 2015

MILLS & MILLS LAW GROUP

By:

  
DANIEL W. ANDERSON, ESQ.

Nevada Bar No. 9955

703 South Eighth Street

Las Vegas, NV 89101

Attorneys for Defendant

[attorneys@millsnv.com](mailto:attorneys@millsnv.com)

**CERTIFICATE OF MAILING**

THE UNDERSIGNED does hereby certify that on the 19<sup>th</sup> day of March, 2015, I deposited a true and correct copy of the forgoing **NOTICE OF APPEAL** into the U.S. Mail at Las Vegas, Nevada, with first class postage fully prepaid thereon, addressed to the following at their last known address:

Bradley J. Hofland, Esq.  
228 S. 4<sup>th</sup> Street, 1<sup>st</sup> Floor  
Las Vegas, NV 89101  
Attorney for Plaintiff

Dawnette Davidson  
5025 N. Rd. 68, G53  
Pasco, WA 99301  
Defendant

that there is regular communication between the place of mailing and the place so addressed.

  
MARY O'DONNELL, an employee of  
MILLS & MILLS LAW GROUP